

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

**Present:**  
**Barb Lewis, President**  
**Jeff Benton, Vice President**  
**Gary Merrell, Commissioner**

**1**  
**RESOLUTION NO. 19-491**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 20, 2019:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on May 20, 2019; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion                      Mr. Merrell              Aye              Mrs. Lewis              Aye              Mr. Benton              Aye

**2**  
**PUBLIC COMMENT**

**3**  
**CPR SAVES**  
**CPR/DEFIBRILLATION AND ADVANCE LIFE SUPPORT**

**4**  
**MID-OHIO REGIONAL PLANNING COMMISSION, PRESENTATION/UPDATE**  
**William Murdock, Executive Director**  
**Eileen Leuby, Membership Coordinator**

**5**  
**RESOLUTION NO. 19-492**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0522, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0522 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0522:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0522, memo transfers in batch numbers MTAPR0522, Procurement Card Payments in batch number PCAPR0522 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
DCBDD (P1901870)	Job and Family Help Me Grow	70161606-5348	\$133,000.00
Various Day Cares	Job and Family Services Program	22511607-5348	\$ 10,000.00

  

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Account</u>	<u>Amount</u>
R1903266	TOOLE & ASSOCIATES LLC	OUTSOURCE BUILDING DEPARTMENT SERVICES	10011301 - 5301	10,000.00
R1903347	DELAWARE COUNTY TRANSPORTATION	HOME ROAD SEWER EXTENSION - EAST OF US 23	66711900 - 5415	800,000.00
R1903373	VASU COMMUNICATIONS INC	TWO MOBILE RADIOS	21411306 - 5260	5,665.60

Vote on Motion                      Mrs. Lewis              Aye              Mr. Merrell              Aye              Mr. Benton              Aye

**6**  
**RESOLUTION NO. 19-493**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

The Emergency Medical Services Department is requesting that Eric Burgess attend a Pinnacle EMS Conference in Orlando, Florida from July 22-26, 2019 at the cost of \$2580.00 (fund number 10011303).

The Common Pleas Court’s Adult Court Services is requesting that Arturo DeLeon attend a Subject Control Operator; Arrest and Control Training, in London, Ohio July 2, 2019; at the cost of \$115.00 (fund number 25622303)

Vote on Motion                      Mr. Benton              Aye              Mr. Merrell              Aye              Mrs. Lewis              Aye

**7**

**RESOLUTION NO. 19-494**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM ALLURE NAIL STUDIO LLC (DBA ALLURE NAIL STUDIO) AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request from Allure Nail Studio LLC (DBA Allure Nail Studio) located at 87 Neverland Drive, Lewis Center, Ohio 43035; and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection;

Now, Therefore, Be it Resolved, that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion                      Mr. Merrell              Aye              Mr. Benton              Aye              Mrs. Lewis              Aye

**8**

**RESOLUTION NO. 19-495**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM FFC EATERY 12 03 LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified the Delaware County Board of Commissioners of a new liquor license request from FFC Eatery 12 03 LLC located at 9711 Sawmill Parkway, Powell, Ohio 43065; and

Whereas, the Delaware County Board of Commissioners has found no reason to file an objection;

Now, Therefore, Be it Resolved, that the Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion                      Mrs. Lewis              Aye              Mr. Benton              Aye              Mr. Merrell              Aye

**9**

**RESOLUTION NO. 19-496**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF’S OFFICE, AND PADDED SERVICES BY B&E FOR THE INSTALLATION OF A PADDED CELL AT THE DELAWARE COUNTY JAIL:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the Sheriff and the Sheriff’s Office Staff recommends approval of the contract with Padded Services by B&E for the installation of a padded cell at the Delaware County Jail;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the contract with Padded Services by B&E for the installation of a padded cell at the Delaware County Jail:

**Contract with Padded Cells by B&E Inc.  
for the installation of a padded cell at the Delaware County Jail.**

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

This Contract for Services ("Contract") is entered into this 23rd day of April, 2019 by and between Delaware County and the Delaware County Sheriff's Office ("Sheriff"), whose principal place of business is located at 149 N. Sandusky St., Delaware, Ohio 43015, and Padded Surfaces by B&E ("B&E") whose principal place of business is located at 2339 Distributors Dr. Indianapolis, IN 46241. (Individually "Party," collectively "Parties").

**1. Description of Services.**

The purpose of this Contract is to provide the installation of a padded cell at the Delaware County Jail. The Services shall be rendered by the Contractor in accordance with the following documents, by this reference made part of this Agreement:

B&E Exhibit 1: "March 21, 2019 quote."

**2. Compensation, Contract Maximum, and Term.**

In exchange for the Services, Sheriff shall pay B&E Twenty Eight Thousand Three Hundred and Twenty Dollars and No Cents (\$28,320.00) for the term of this Contract. It is expressly understood and agreed, unless otherwise agreed in writing by the Parties, that in no event shall the total amount to be paid under this Contract exceed the maximum of Twenty Eight Thousand Three Hundred and Twenty Dollars and No Cents (\$28,320.00). This contract shall be effective upon the date when the final party executes this contract and continues through satisfactory completion of the project, unless otherwise terminated as provided in this Contract.

**3. Taxes.**

Delaware County, Ohio is a political subdivision and tax exempt. B&E shall not charge the Sheriff any tax and agrees to be responsible for all tax liability that accrues to B&E as a result of this Contract and the Services that B&E provides to the Sheriff pursuant to this Contract. Sheriff shall, upon request, provide B&E with proof of exemption.

**4. Warranty.**

B&E also hereby warrants that the Services that it provides pursuant to this Agreement are correct, accurate, performed properly, and are free from defect. B&E, without cost to the Sheriff or County, shall promptly and properly fix, correct, re-perform, and / or replace the Services, any deliverable, or any portion thereof provided pursuant to this Agreement that , in the sole discretion of the Sheriff or County, is/ are defective and / or not satisfactorily performed.

A padded surface installed by Padded Surfaces by B&E is guaranteed impenetrable by organic human body parts for a period of three years from date of installation. Should penetration occur, the damage will be repaired, or the surface replaced at B&E's option. This guarantee does not apply to damage caused by non-organic human body parts, nor damage resulting from use prior to the completion of final curing.

**5. Termination.**

A Party may terminate this Contract for convenience at any time and for any reason upon delivering thirty (30) days written notice to the other Parties.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Contract, except that B&E shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date of termination.

The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

If the Contract is terminated pursuant to this Section, B&E shall have no cause of action against Sheriff, and / or Delaware County, Ohio related to such termination except for a cause of action for non-payment for the Services rendered prior to the effective date of termination. In no event will Sheriff, and / or Delaware County, Ohio be obligated to pay for any Services not actually performed by B&E .

**6. Indemnification.**

B&E shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom , to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

**7. Insurance.**

A. **General Liability Coverage:** Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

B. **Automobile Liability Coverage:** Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.

C. **Workers' Compensation Coverage:** Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

Identical coverage shall be required to be provided by all subcontractors, if any.

D. **Additional Insureds:** Delaware County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 10.1 and 10.2. Contractor shall require all of its subcontractors to provide like endorsements.

E. **Proof of Insurance:** Prior to the commencement of any Services under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

**8. Independent Contractor.**

B&E agrees that it shall act in performance of this Contract as an independent contractor. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Contract.

B&E assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with workers compensation, unemployment compensation, contributions to retirement plans, and / or insurance premiums which may accrue and / or become due as a result of compensation received for services and / or deliverables rendered and / or received under or pursuant to this Contract. B&E and / or its officers, officials, employees, representatives, agents, and / or volunteers are not entitled to any benefits enjoyed by employees of Sheriff or Delaware County.

**Provisions Relating to Compliance with State and Federal Law****9. Campaign Finance- Compliance with RC§ 3517.13.**

Ohio Revised Code Section 3517.13 1(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in said sections of the Revised Code are in compliance with the applicable provisions of section 3517.13 of the Revised Code. B&E therefore, is required to complete the attached certificate/ affidavit entitled "Certification/ Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/ affidavit with the Contract will prohibit the Sheriff from entering, proceeding with, and/or performing the Contract. Such certification is attached to this Contract as Exhibit A and by this reference made a part of this Contract.

**10. Certification for Findings for Recovery.**

By signature of its representative below, B&E hereby certifies that it is not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

**11. Independent Contractor Acknowledgement/No Contribution to OPERS.**

Sheriff and Delaware County, Ohio (for purposes of this section collectively "County") are public employers as defined in R.C. § 145.01(D). The County has classified B&E as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of B&E and/ or any of its officers, officials, employees, representatives, agents, and / or volunteers for services and / or deliverables rendered and / or received under or pursuant to this Contract. B&E acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. If B&E is an individual or has less than five (5) employees, B&E, in support of being so informed and pursuant to R.C. § 145.038, agrees to and shall complete and shall have each of its employees complete an OPERS Independent Contractor Acknowledgement Form ("Form") . The Form is attached hereto as Exhibit Band by this reference is incorporated as a part of this Contract. Sheriff shall retain the completed Form(s) and immediately transmit a copy(ies) of it/ them to OPERS.

If B&E has five (5) or more employees, B&E, by signature of its representative below, hereby certifies such

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

fact in lieu of completing the Form:

\_\_\_\_\_  
Mark Spray  
Authorized Agent

**12. Non-discrimination.**

B&E certifies and agrees as follows:

B&E, all subcontractors, and/ or any person acting on behalf of B&E or any subcontractor shall comply with any and all applicable federal, state, and / or local laws prohibiting discrimination and providing for equal opportunity. B&E, all subcontractors, and / or any person acting on behalf of B&E or any subcontractor shall not in any way or manner discriminate on account of race, color, religion, sex, age, disability, handicap, sexual orientation, gender identity, or military status as defined in R.C. § 4112.01, national origin, or ancestry.

**13. Accessibility.**

B&E certifies and agrees as follows:

B&E, all subcontractors, and/ or any person acting on behalf of B&E or any subcontractor shall make all services/ programs provided pursuant to this Contract accessible to the disabled/ handicapped.

B&E, all subcontractors, and / or any person acting on behalf of B&E or any subcontractor shall comply with any and all applicable federal, state, and/ or local laws mandating accessibility and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto.

**14. Certification Regarding Personal Property Taxes.**

By signature of its representative below, B&E hereby certifies that it is not charged with delinquent personal property taxes on the general list of personal property in Delaware County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Delaware County, Ohio.

**15. Drug Free Environment.**

B&E agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. B&E shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the work being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prB&Eription (*prescription*) drugs in any way.

**16. Performance Bond**

Simultaneously with his/ her delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Performance Bond meeting the requirements of O.R.C. 153.54 is required. Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**17. Prohibited Interests.**

B&E agrees that no agent, officer, or employee of the County during his/ her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

**Miscellaneous Terms and Conditions**

**18. No Exclusivity.**

B&E shall not be the exclusive provider of the Services. Sheriff and Board, in their sole discretion, may utilize other contractors to perform/ provide the same or similar Services.

**19. Entire Agreement.**

This Contract (and its Attachments) shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements, whether written or oral, between the Parties

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019

---

relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

**20. Severability.**

The provisions of this Contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

**21. Governing Law.**

This Contract shall be construed in accordance with the laws of the State of Ohio and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

**22. Notice.**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other Parties in writing and shall be made to the addresses listed in the preamble.

**23. Waivers.**

No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**24. Assignment and Subcontracting.**

The Parties may not assign or transfer this Contract without the prior written consent of the non-assigning Parties, which approval shall not be unreasonably withheld. B&E may not subcontract any portion of this Contract.

**25. Headings.**

The subject headings of the paragraphs in this Contract are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

**26. Competitive Bidding.**

Consistent with R.C. § 307.86 and the requirements of such statute, this Contract is not required to be competitively bid.

**27. Drafting, Counterparts, and Signatures.**

This Contract shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Contract may be executed in counterparts. Any person executing this Contract in a representative capacity hereby warrants that he/ she has authority to sign this Contract or has been duly authorized by his/ her principal to execute this Contract on such principal's behalf and is authorized to bind such principal.

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**10**  
**RESOLUTION NO. 19-497**

**IN THE MATTER OF APPROVING A FIRST AMENDMENT TO THE CONTRACT FOR SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY SHERIFF, AND LEXIPOL, LLC FOR CONSULTING SERVICES AND SOFTWARE REGARDING OFFICE POLICIES:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Sheriff and Sheriff’s Office Staff recommend approval of the first amendment to the contract with Lexipol, LLC for consulting services and software regarding office policies;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019

first amendment to the contract with Lexipol, LLC for consulting services and software regarding office policies:

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN LEXIPOL, LLC AND  
THE SHERIFF'S OFFICE OF DELAWARE COUNTY, OHIO  
(Effective May 1, 2019)**

This is the First Amendment to the Agreement for Services provided by Lexipol, LLC ("Contractor") to the Sheriff's Office Delaware County, Ohio and Delaware County, Ohio ("County").

**WHEREAS**, the County and the Contractor previously entered into an agreement, the parties now wish to expand the scope of services previously agreed to in Resolution 17-1184.

**THEREFORE**, on exchange of mutual consideration and the parties' mutual covenants and obligations, the parties agree as follows:

Under paragraph four of the agreement, the Parties agree to renew the agreement for another 12 months, beginning on the day the Board of Commissioners approves this amendment. The Parties agree that the cost of the service known as "law enforcement policy subscription" for the next 12 months shall be \$16,721.00.

The Parties agree to add additional single source software services known as the "custody police subscription and implementation" for the Delaware County Jail for a cost of \$62,197.00, and the Parties agree to amend the contract maximum in paragraph two to be inclusive of this additional amount and services.

Except for the provisions amended by this document, all other provisions of the AGREEMENT shall remain in full force and effect and unchanged.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

Vote on Motion            Mr. Merrell            Aye            Mrs. Lewis            Aye            Mr. Benton            Aye

**11**

**RESOLUTION NO. 19-498**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GRANITE TELECOMMUNICATIONS, LLC FOR TELECOMMUNICATION SERVICES FOR DELAWARE COUNTY:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, the Director of Facilities recommends approval of an agreement between the Delaware County Board of Commissioners and Granite Telecommunications, LLC, for telecommunication services for Delaware County;

NOW, THEREFORE, BE IT RESOLVED that the Delaware County Board of Commissioners approves the following agreement with Granite Telecommunications, LLC for telecommunication services for Delaware County:

**Government Account Form and Letter of Agency – POTS**

Sales Representative: Scott Singleton  
Date: 8/14/2018

Customer Name: County of Delaware, OH  
Contact Name Jon Melvin  
Phone Number: 740-833-2280

Corporate Address: Street: 101 North Sandusky Street  
City, State and Zip: 101 North Sandusky Street

Billing Address Street: 101 North Sandusky Street  
City, State and Zip: 101 North Sandusky Street

Customer chooses Granite for:

- LOCAL PLAN
- REGIONAL / INTRALATA
- NATIONAL PLAN
  - VOICE MAIL
  - TOLL FREE I BOO SERVICES

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019

Special Instructions: \_\_\_\_\_

By signing below, the Customer agrees as follows:

1. For each of the telephone numbers listed, and for each of the service types designated, the undersigned, on behalf of Customer, warrants that he/she is authorized to change communications providers for Customer, and that by signing below, Customer selects Granite Telecommunications, LLC (Granite) as its communications provider.
2. Customer appoints Granite to affect the changes described here and to authorize Granite to handle all arrangements necessary to order, change and/or maintain Customer's communications services.
3. The General Terms and Conditions of Service attached hereto shall govern.
4. This agency will remain in effect until terminated by the Customer.

Authorized Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title: \_\_\_\_\_

\*Up to 50% discount available in AT&T (formerly SBC and Bell/South) service territories, up to 30% discount available in Qwest service territory, and up to 20% discount available in Verizon, Frontier; and FairPoint service territories. There will be no discount, and a rebill fee will apply, on services that are not on Granite's wholesale platform.

(Copy of Government Account Form and Letter of Agency "Path to Partnership" document available for review at the Commissioners' Office until no longer of administrative value.)

**GENERAL TERMS AND CONDITIONS OF SERVICE**

Services referenced in the Agreement are offered to Customer by Granite.

Customer shall contract for, and order, Services on Service Order Documents and using procedures acceptable to Granite in all respects.

The offer, provisioning and delivery of Services are subject at all times to the receipt by Granite of all required approvals and/or authorizations from regulatory agencies having jurisdiction over Services or Granite.

The Agreement is entered into by and between Customer and Granite. Customer has, and is deemed to have, accepted to be bound by these General Terms of Service and any Additional Terms of Service, including all terms and conditions incorporated therein or herein by reference upon: (a) Customer submitting a service order for Services; (b) Customer signing Service Order Documents or other documents stating that Customer has accepted such terms; and/or (c) Customer receiving and using Services without Service Order Documents or other documents as described herein.

General Terms and Conditions

**1. Definitions: Interpretations.**

1.1 Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them as set forth in Attachment A, attached hereto and incorporated herein or the applicable Additional Terms of Service. Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in the Agreement include the plural as well as the singular.

- 1.2 Attachments. The following are attached hereto and incorporated herein:
- (a) Attachment A - Definitions
  - (b) Attachment B - Escalation Procedures
  - (c) Attachment C - Internet Based Services – Additional Terms and Conditions of Service

1.3 Interpretation. In the event of any inconsistencies between the documents comprising the Agreement, and only to the extent of such inconsistencies, the interpretation of the Agreement shall be controlled by the following order of precedence (from the most to the least controlling): (a) any applicable filed and effective tariff, if any; (b) the applicable Additional Terms of Service; (c) these General Terms of Service; and (d) the provisions of quotes, Service Order Documents and/or other written document(s) accepted by Granite. In the event that Granite and Customer execute a separate master services agreement, then that master services agreement shall fall before these General Terms of Service in the order of precedence. This order of precedence notwithstanding, terms and conditions including pricing contained in any other writing will be controlling, if



**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

specific agreement language permits.

**2. Agreement to Provide Services.**

2.1 **Services.** Subject to the terms and conditions of the Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with the Agreement. Granite shall be responsible for the performance of all of its obligations under the Agreement, including those that it performs through Providers and other subcontractors. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in the Agreement. Customer shall be financially responsible for any Authorized User's purchase of Services. Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users and may not be resold. Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. All Services are for Customer's own commercial use only and are not for resale.

2.2 **Minimum Commitment.** Except as otherwise provided for in these General Terms of Service or any Additional Terms of Service, nothing in the Agreement shall be construed as obligating Customer to order any particular minimum volume of Services.

2.3 **Additional Terms of Service.** Certain Services including, without limitation, Broadband Services, Dedicated Internet Access Services, MPLS Services, VoIP Services, Granite Grid Services and Data Aggregation Services, may be subject to additional terms and conditions (including, without limitation, initial minimum Service Terms and Early Termination Fees) as referenced in these General Terms of Service or the applicable Additional Terms of Service, specific Service Order Documents for such Services and/or other writings accepted by Granite.

2.4 **Customer Authorization.** Customer hereby (a) engages Granite and/or its affiliates to provide Services as set forth in Service Order Document(s) or as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting and/or maintaining Services, including ordering, changing and/or maintaining such Services, and to do such other things reasonably necessary to provide such Services and as Customer may from time to time request. To subscribe to Services, Customer must have executed an LOA for such Services in the form attached hereto or as otherwise approved by Granite in its sole discretion.

**2.5 Equipment.**

(a) Customer shall procure and make available to Granite, at Customer's locations where Services are provided, at Customer's sole cost and expense, adequate space, continuous electrical service (AC power) to CPE and HVAC for CPE. Unless Customer engages Granite to provide specific additional services, Customer shall be solely and exclusively responsible for all CPE maintenance, configuration, management and/or support and Granite will have no obligation to install, maintain, or repair CPE.

(b) For CPE provided by Granite to Customer, and for which Granite has waived or discounted all or a portion of the cost of such CPE, upon the early termination of the specific Services or the Agreement, if requested by Granite, Customer shall return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE. CPE not used in the design and/or implementation of Services and returned to Granite or returned to Granite as a result of cancellation and/or early termination of Services is subject to a restocking fee, as determined by Granite in its sole discretion.

(c) CPE provided as part of the Services shall solely carry the manufacturer's warranty and shall not be covered under any other Granite warranty or representation.

**2.6 Provisioning of Services.**

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right, without the requirement of notice, to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Granite, its employees, contractors and/or agents shall have access to any facilities at Customer premises. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(b) Granite may reject any order for Services that is not in accordance with the provisions of the Agreement or if Granite is unable to provision such Services as ordered.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

(c) Granite is not responsible for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Granite is not

responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not communicated to Granite.

(d) Should a new order be placed for a Service, a Provider may find it necessary to migrate services from Customer's former service provider in order to complete Customer's installation. This may occur without warning during the course of Customer's order. Customer is ultimately responsible for identifying this prior to initial order placement as well as handling any outstanding contractual obligations with Customer's former service provider.

(e) An individual, who is authorized and has the capacity to act on behalf of Customer, must be present to grant access so that the technician can complete his/her work. In the event that there is no such individual present at the scheduled time of the technician visit, and notification was not provided to Granite at least two (2) business days in advance, there may be a missed appointment fee or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Granite dispatches a field technician to Customer location and the problem is caused by (i) CPE or

(ii) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents or contractors, Customer will pay Granite for any and all associated time and materials at Granite's then standard rates.

(f) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third party vendor.

(g) If any services are performed by any other vendor then Customer is subject to the terms and conditions that vendor may establish for providing such services and Granite is not responsible for, and assumes no liability or provide warranties for, such services.

(h) Any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

2.7 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Granite will use reasonable efforts to notify Customer when possible. Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

2.8 Modifications to Services; Service Moves.

(a) Granite may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide Customer with Services. Certain changes to Services may affect the operation of Customer's personalized applications and content. While Granite will work with Customer to provide proper notice of such changes, Customer is solely responsible, and Granite is not liable, for any and all such personalized applications and content, except as expressly agreed to by Granite.

(b) In the event of a Services move (i.e. if Customer moves and has Services installed at the new location), a new initial minimum Service Term will begin again from the Service Start Date at the new location. Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.9 Service Level Agreements. SLAs for Services, if any, are determined on an individual case basis and will be set forth in the Additional Terms of Service or a separate SLA document (as set forth at [www.granitenet.com](http://www.granitenet.com) or otherwise communicated to Customer at the time it makes its service order). Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Customer shall be responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third party. Customer shall not be excused from paying for Service(s) provided to Customer, or any portion thereof, on the basis that fraud, abuse and/or unauthorized use of Service(s) comprised all, or any portion of, the Service(s). In the event Granite discovers fraud, abuse and/or unauthorized use of Service(s), nothing contained herein shall prohibit Granite from taking any immediate action (without notice to Customer) that Granite

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

deems to be reasonably necessary to prevent such fraud, abuse and/or unauthorized use of Service(s) from taking place including, without limitation, blocking or terminating Service(s), provided, that Granite shall not be required under any circumstances to take such action.

2.10 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of the Agreement, the use of Services and the loan of such IP addresses that such assignments and allocations shall terminate and the IP addresses shall be returned to Granite when the Agreement and/or any applicable Exhibit or Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization or an AUP violation.

**3. Rates and Charges; Billing and Payment.**

3.1 Rates and Charges.

(a) Rates and Charges for Services are as set forth in the Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services and may vary depending on Service type, features, equipment and other costs required to deliver the Service to Customer. Except as otherwise provided for in these General Terms of Service, any Additional Terms of Service or any Service Order Documents, (a) the Rates and Charges for Services are the Rates and Charges applicable as of the Effective Date of such specific Services and (b) the Rates and Charges may be changed by Granite at its discretion, provided, that Customer shall be given prior written notice of any such change. All Rates and Charges for the Services set forth in any preliminary quote are subject to final approval and acceptance by Granite. There will be a rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) applied on all Services ordered that are not ordered on Granite's wholesale platforms including, but not limited to, those Services not subject to any discount from the Provider and/or any Services that are rebilled by Granite for Customer. All additions to Services are recognized as non-refundable regardless of utilization by Customer.

(b) Granite may modify the Rates and Charges at any time: (a) for new orders; (b) for Services that are on a month to month term; and (c) upon thirty (30) days' prior written notice to Customer, for any Services that are outside the initial minimum Service Term or any renewal Service Term. In addition, if any of the prices charged to Granite by any of its Provider(s) increase, Granite reserves the right to increase the price charged to Customer (including, but not limited to, during the initial minimum Service Term or any renewal Service Term selected by Customer), effective upon thirty (30) days' prior notice to Customer, provided, if Customer does not agree to accept such new pricing then Customer may terminate the affected Services without penalty upon thirty (30) days' prior written notice. Any continued use of Services thirty (30) days after the notice date shall be deemed acceptance of the new Rates and Charges.

3.2 Billing; Payment.

(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer for the Rates and Charges applicable to Services and other related charges, including, without limitation, applicable surcharges and taxes. Billing will commence on the Service Start Date of each specific Service. Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of the Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly in advance for all monthly recurring charges for Services to be provided during the following month, and shall invoice all other charges, including but not limited to, non-recurring charges and usage charges, if any, in arrears. All payments received by Granite will be applied to the oldest unpaid invoice in relation to Customer's account. Payments will be due upon receipt of Customer's invoice. Beginning thirty (30) days following the date of Granite's invoice, Granite may charge late fees to Customer on the amount of the outstanding balance owed by Customer to Granite in the amount up to or the highest amount allowed by applicable law. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there may be a returned payment fee. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services continuously regardless of whether or not Customer is utilizing such Services because Granite and/or its Provider(s) continue to maintain Customer's connection, reserve IP space, accept mail and/or keep files Customer has saved in Customer's account on Granite's servers (if applicable) and this also applies to accounts that are suspended (denied access) due to non-payment.

(b) All Rates and Charges assume that Customer pays Granite using a form of payment that will not result in Granite incurring additional fees and/or charges from any third party (i.e. a discount for cash payment). To the extent that does not occur, and Granite incurs any additional fees and/or charges, Granite reserves the right to charge Customer Rates and Charges higher than those quoted in the Agreement, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services.

(c) If Customer fails to pay any undisputed and overdue amount within thirty (30) days from the date of any written notice from Granite requesting such payment, Customer shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Customer's account is in arrears, Granite may, upon written notice to Customer, suspend its provision of Services

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

under the Agreement in whole or in part until Customer's account has been brought current.

3.3 **Billing Disputes.** Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute, and, if Customer has already paid such charge, may seek a refund of such payment ("Billing Dispute Notification"). Customer must pay all amounts, whether or not in dispute, by the due date. All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Notwithstanding the foregoing, Section 3.2(c) shall also apply to any amounts which Customer disputes in good faith that are ultimately determined to have been due and payable to Granite.

3.4 **Taxes and Other Charges.**

(a) Unless Customer submits a valid exemption certificate, Customer will pay to Granite all federal, state and local taxes (including sales, use and excise taxes) that are measured directly by the payments made by Customer to Granite under the Agreement and are required to be collected by Granite, provided, however, that in no event shall Customer be obligated to pay any of Granite's franchise taxes, taxes based on Granite's net income, business and license taxes, property taxes for which Customer is exempted by law, or any penalties associated with Granite's failure to properly remit taxes.

3.5 Certain other rates, charges, surcharges and/or fees may apply, as provided for by tariff, the FCC, other governmental entities, applicable law or other regulation or requirements. Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and regulatory fees and programs including, but not limited to, 911 access, universal service programs, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges. Customer agrees to pay all invoiced regulatory surcharges. Termination and Cancellations Fees.

(a) Customer agrees that damages for termination or cancellation of Services are difficult or impossible to ascertain and the damages set forth in the Agreement including, without limitation, the Early Termination Fees or cancellation fees, are intended to serve as liquidated damages and not a penalty and such fees and charges are reasonable.

(b) In the event that Customer cancels all or any portion of any Services (i) after ordering such Services but prior to the acceptance of such order by Provider(s) or (ii) after the acceptance of such order by Provider(s) but prior to the Service Start Date, Customer may be subject to cancellation fees or charges (which fees or charges may vary by specific Service depending on Provider(s)). In addition, Customer shall pay to Granite, immediately upon demand any and all actual expenses incurred by Granite to order, survey, engineer, activate, install (including construction charges) and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s).

(d) Granite may charge a cancellation fee to Customer if a scheduled loop drop, cutover and/or installation is cancelled with less than 24 hours' notice.

(e) After Granite provides thirty (30) days' prior notice to Customer of specific site requirements for Services to be provided, if Customer does not (a) meet said requirements by the end of such 30-day period; or (b) provide Granite with a reasonable date (meaning within 15 days after the end of such 30-day period) upon which such site requirements will be met by Customer, then Granite may cancel the order for the Services and charge a cancellation fee to Customer, then Customer shall pay to Granite, immediately upon demand, any and all actual expenses incurred by Granite to order, survey, engineer, activate, install (including construction charges) and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s).

3.6 **Credit Terms.** Granite reserves the right to perform a credit review and/or approval. Granite reserves the right, at its sole discretion, to (a) either decline or cancel a service order without liability to either Party or (b) require appropriate advance deposits, prepayment of certain charges and/or other security for Services.

**4. Term and Termination.**

4.1 **Term.** The term of the Agreement shall begin on the Effective Date of such Services and continue until terminated as set forth herein (the "Term").

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

4.2 Termination.

(a) Except as provided in Section 3.2, either Party may terminate the Agreement or specific Services upon thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, Early Termination Fees (as set forth in these General Terms of Service or any Additional Terms of Service) shall apply to certain Services having an initial minimum Service Term (other than month to month) that are terminated for any reason prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer.

(b) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing. All disconnection requests will be processed on the date the request is received. This applies to both total account and specific Service terminations. Returning hardware at the completion of the Service Term, or cessation of payment or use of Services does not constitute notification of cancellation. If Customer does not provide notice of Customer's intent not to renew Services after the end of the initial minimum Service Term, Services shall renew and continue in accordance with these General Terms of Service, any Additional Terms of Service or Services Schedules, and continue to be subject to the Agreement, including, without limitation, application of Rates and Charges. The terminated Services may be subject to Early Termination Fees and such Early Termination Fees will be applied and due at that time. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice. If Customer wishes to reinstate any Services with Granite, Customer may be required, at Granite's sole and absolute discretion, to (i) pay all outstanding charges from the inception of Customer's Service continuously to the current month of reinstatement, which is always paid in advance; (ii) require a cash deposit, standby letter of credit and/or other security; and/or (iii) charge a reinstatement fee. If Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement, as well as any pertinent outstanding charges from Customer's former account.

4.3 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP. Services which are within an active Service Term that are terminated due to violation of the Agreement including, without limitation, the AUP, will be assessed Early Termination Fees.

4.4 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of the Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

4.5 Service Terms. Unless otherwise provided for in these General Terms of Service, any applicable Additional Terms of Service or any Service Order Documents, all Services shall have a Service Term of month to month and, unless otherwise terminated in accordance with the Agreement, shall automatically renew on a month to month basis.

**5. Insurance.**

5.1 Coverages. Granite shall maintain from and after the Effective Date, and until the expiration or termination of the Agreement, insurance of the following kinds and amounts (either under the existing policies or by applying additional coverage available under any umbrella liability policy to the existing policies) or in the amounts required by law, whichever is greater: (a) Worker's Compensation and Employer's Liability Insurance affording (i) protection under the Worker's Compensation Law of the state in which work is to be performed or containing an all-states endorsement and (ii) Employer's Liability protection subject to a limit of not less than \$1,000,000; (b) Commercial General Liability Insurance written on an occurrence basis in an amount not less than \$1,000,000 per each occurrence, which insurance shall include (i) products and completed operations liability coverage and (ii) contractual liability coverage for the liabilities assumed by Granite under the Agreement (upon written request from Customer, the commercial general liability insurance shall name Customer as an additional insured); (c) Automobile Liability Insurance for hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit; and (d) Professional Errors and Omissions Liability Insurance with a limit of \$5,000,000.

5.2 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the Effective Date and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in the Agreement.

**6. Indemnification.**

6.1 Indemnification. Granite shall indemnify and hold Customer, its, officials, employees, agents, successors and permitted assigns harmless against Damages arising out of, relating to, or resulting from third party claims resulting from injury to or death of any person (including injury to or death of their respective subcontractors or employees) or loss of or damage to real property or tangible personal property, to the extent

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

that such Damages were proximately caused by the negligent act or omission or the willful or intentional misconduct of Granite or its agents, employees or subcontractors, in connection with the provision or use of Services. Granite shall not be liable under this Section 6.1 for Damages caused by services or equipment that is not furnished by Granite under the Agreement. Limitations. Granite shall not be liable for any and all Damages arising out of, relating to or resulting from (a) the content of communications transmitted by Customer in its use of the Services, including but not limited to libel, slander and/or invasion of privacy and/or (b) allegations that Customer or its end user have infringed the intellectual property rights of any person or entity.

6.2 Procedures. The indemnified Party under this Section 6: (a) must notify the indemnifying Party in writing promptly upon learning of any claim, suit or other action for which indemnification may be sought, provided, that failure to do so shall have no effect except to the extent the indemnifying Party is prejudiced thereby; (b) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the indemnifying Party shall have control of the defense or settlement, provided, that in the event that any settlement materially and adversely affects the price or performance of Services in use by Customer and Granite is unable to provide to Customer, at no additional cost to Customer, alternative Services that meet Customer's reasonable business needs, Customer shall be permitted to terminate the affected Service without liability upon thirty (30) days' prior written notice to Granite; and (c) shall reasonably cooperate with the defense, at the indemnifying Party's expense.

7. Limitation of Liability: Warranties.

7.1 EXCLUSIONS.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THESE GENERAL TERMS OF SERVICE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THESE GENERAL TERMS OF SERVICE.

(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER OR ANY OF ITS END USERS, INVITEES, LICENSEES, CUSTOMERS, AGENTS OR CONTRACTORS FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THE AGREEMENT SHALL BE AS SET FORTH BELOW:

(A) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PROPERTY NEGLIGENTLY CAUSED BY A PARTY OR ARISING OUT OF A PARTY'S WILLFUL ACTS OR OMISSIONS, OR DAMAGES ARISING FROM ANY BREACH OF SECTION 13 (CONFIDENTIAL INFORMATION), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; AND FOR LOSSES, DAMAGES, AND CLAIMS ARISING OUT OF THE DELIVERY OF SERVICES AND/OR PRODUCTS INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE GRANITE EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, IF ANY (PROVIDED, IN NO EVENT SHALL SUCH SERVICE CREDIT EXCEED THE AMOUNT OF CREDITS RECEIVED FROM PROVIDER(S)) AND ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN OR THE APPLICABLE SERVICE LEVEL AGREEMENT; AND

(B) FOR DAMAGES OTHER THAN THOSE SET FORTH IN SECTIONS 7.2(A) AND 7.2(B) AND NOT OTHERWISE EXCLUDED UNDER THE AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF (I)

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

\$1,000,000 OR

(II) THE ACTUAL BILLINGS FOR SERVICES UNDER THE AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE FOR SERVICES RENDERED, IF ANY.

7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE GENERAL TERMS OF SERVICE, ANY ADDITIONAL TERMS OF SERVICE OR THE SLAs FOR A SERVICE, IF ANY, GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK; (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. GRANITE SPECIFICALLY DISCLAIMS ANY OTHER IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES.

(c) Granite is not ultimately responsible for the quality and/or performance of Customer owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, personal computer and/or any modifications Customer makes to any equipment supplied through Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer. Any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite products or services.

7.5 Third Parties. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of/by the other Party to the Agreement with respect to such arrangements, except as consented to in writing by the other Party. The Agreement does not expressly or implicitly provide any third party (including Authorized Users) with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that the Agreement shall not create any right or cause of action in or on behalf of any person or entity other than Customer or Granite. Other Matters. For purposes of all remedies and limitations of liability set forth in the Agreement:

(a) "Granite" and references to it as a "Party" means Granite, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, Providers and suppliers and (b) "Customer" and references to it as a "Party" means Customer, its Affiliates, and Authorized Users, and its and their respective employees, directors, officers, agents, and representatives.

8. Force Majeure. Neither Party shall be liable under the Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to, an Act of God, fire, earthquake, flood, wind, water, the elements, geographic or climatic conditions, third party labor disputes, power failures, explosions, civil disturbances, riots, acts of terrorism, governmental actions or orders, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties or any cause beyond its reasonable control (a "Force Majeure"), provided, however, the foregoing shall not excuse a Party from its obligations to make payments when due under the Agreement. Nonperformance of Granite and/or its Provider(s) will be excused to the extent that performance is rendered impossible by a Force Majeure and shall suspend Granite's and/or its Provider(s)' obligations under the Agreement with respect to such Services until such Force Majeure ceases.

9. Governing Law: Jurisdiction: Arbitration.

9.1 Governing Law. The Agreement, and all claims and disputes arising hereunder or related hereto, will be governed by and construed in accordance with the laws of the state of Ohio, without reference to choice of laws, rules, or principles.

9.2 Jurisdiction; Waiver of Jury Trial. The state courts located in Delaware, Ohio and any courts authorized to hear appeals from such courts, shall be the only courts with jurisdiction and venue to hear disputes

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

under the Agreement. Both Parties and their successors waive a trial by jury of any and all issues arising in any action or proceeding between the Parties hereto or their successors, under or connected with the Agreement, or any of its provisions.

9.3 Remedies.

(a) The Parties acknowledge and agree that any breach or threatened breach of the Agreement, including, without limitation, Section 13 is likely to cause the non-breaching Party irreparable harm for which money damages may not be an appropriate or sufficient remedy. Each Party therefore agrees that the other Party is entitled to receive injunctive relief or other equitable relief to remedy or prevent any breach or threatened breach of the Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available at law or in equity.

**10. Notice.** Notices from a Party concerning the Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite:  
Granite Telecommunications, LLC  
100 Newport Avenue Ext.  
Quincy, MA 02171  
Attention: Legal Department

If to Customer:

To the mailing/billing address set forth on  
Service Order Documents or as otherwise specifically provided by Customer to Granite

Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via fax or email, in accordance with Granite's policies and procedures as communicated to Customer from time to time.

**11. Independent Contractor: Work on Customer Premises.**

11.1 Relationship of the Parties. Granite's relationship to Customer in performing the Agreement is that of an independent contractor. The personnel performing services under the Agreement shall at all times be under Granite's exclusive direction and control and shall be employees or subcontractors of Granite and not Customer. Granite shall pay all wages, salaries, benefits and other amounts due its employees in connection with the Agreement and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Granite acknowledges and agrees that Granite is solely responsible to, and shall, collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Granite's personnel, and that Customer shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of the Agreement will be paid or withheld by Granite or, if assessed against and paid by Customer, will be reimbursed by Granite upon demand by Customer.

11.2 Granite's Employees.

(a) Granite's employees, agents and subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

(b) Granite shall require its employees to satisfy a commercially reasonable background investigation, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification and/or criminal record searches.

**12. Records and Audit Rights.** Granite agrees to maintain accurate business records, books and account information relating to the Services purchased by Customer under the Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable Service or for such longer periods as required by applicable law.

**13. Confidentiality and Proprietary Information.**

13.1 Confidentiality. Any and all information concerning the businesses of either Party provided by disclosing Party to the other Party, specifically including but not limited to pricing and other terms of the relationship between the Parties, including the terms contained the Agreement, whether or not labeled as "confidential," "proprietary" or with words of similar effect, shall be considered confidential and proprietary by the other Party, and each Party hereby agrees that it will not permit the use or disclosure of any such information of the other Party, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on duplication and use of information in this Section shall not apply to any particular item of information that is (a) independently developed by the Party receiving such information without reference to



**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

such information; (b) is generally known to the public not through disclosure by the receiving Party; or (c) was received from a third party without any obligation or restriction on use or disclosure of such information. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to the Effective Date shall survive the Effective Date and shall remain in force and effect and are incorporated herein by reference.

13.2 Intellectual Property. Customer agrees that Granite owns and retains all right, title and interest in and to all of Granite's owned or licensed intellectual property; including but not limited to, any and all derivative or collateral thereof ("Granite IP"), and acknowledges that Granite IP and the registration thereof are good, valid and enforceable in law and equity. Customer will not engage directly or indirectly in any activities which may contest, dispute or otherwise impair the right, title and interest of Granite in and to Granite IP. Granite shall own and retain all right, title and interest in and to all works, methods, processes, software, materials and know-how developed by Granite pursuant to or in connection with the Agreement ("Deliverables"). Granite retains all right, title and interest in and to any and all of its software, software development tools, know how, methodologies, processes, technologies or algorithms used in providing the Services which are based upon trade secrets or confidential or proprietary information of Granite or otherwise owned or licensed by Granite, whether or not incorporated into any Deliverables. Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Any such improvements or modifications made to Granite IP by or on behalf of Customer shall be a "work made for hire" and Customer shall assign all proprietary rights thereto, including copyrights, patents and trade secrets, to Granite. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Except with the consent of Granite, Customer shall not use any Granite trademark(s) (whether registered or common law marks), including, but not limited to, in advertising or marketing and shall not register any trademark(s) that is substantially similar to a trademark owned by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees (a) not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so; and (b) that Granite provides, and Customer accepts, such software "as is" with no express or implied warranties, including merchantability, title, non-infringement or fitness for particular use. For purposes of this Section 13.2, "Granite" shall include Granite and its Affiliates.

**14. Miscellaneous.**

14.1 Entire Agreement. The Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations and understandings relating to the subject matter hereof.

14.2 Amendment. Except with respect to Granite tariffs, which are covered by notice requirements imposed by regulatory authorities and applicable law, unless notice of changes to these General Terms of Service, Additional Terms of Service or any other website terms and conditions are otherwise communicated to Customer (as set forth below), such changes will become effective and binding on Customer on the date such changes are posted on Granite's website. No changes made by Granite shall serve to constitute a default or termination by Granite of the Agreement, nor shall such changes serve to be a basis for Customer's termination of any Services or the Agreement. Notice of such changes may be furnished by (a) a message included with the invoice; (b) a postcard, letter or other mailing; (c) calling and speaking to Customer's representatives; (d) e-mail; and/or (e) posting the changes on Granite's website.

14.3 Severability. If any provision of the Agreement or part of said provision is determined to be invalid or unenforceable, the Agreement will be construed as if it did not contain such provision or part thereof.

14.4 Waiver. The failure of a Party to insist upon strict performance of any provision of the Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

14.5 Assignment. Neither Party may assign the Agreement, in whole or in part, without the other Party's written consent (which will not be unreasonably withheld, delayed and/or conditioned), provided, however, that no such consent is required in connection with (a) a merger, reorganization or sale of all, or substantially all, of such Party's assets or equity securities or (b) either Party's assignment of the Agreement in its entirety to an affiliate, provided, in the case of Customer, Customer shall remain liable for obligations under the Agreement unless specifically agreed to by Granite. Any attempt to assign the Agreement other than as permitted above is void. The Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.6 Work Product. The Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.7 English as a Language. Customer agrees to have the Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. Le Client s'engage à avoir le compromis et tous autres contrats, les factures, toutes correspondances ainsi que tous

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

autres documents ou accords écrits dans la langue anglaise. The Parties have specifically required that the Agreement and all related documents be drafted and executed in English.

14.8 Additional Terms and Conditions. Customer acknowledges that, in addition to the terms and conditions set forth in the Agreement, in any instance where Granite does provide Services using a Provider(s) or as an agent or broker of another provider/carrier, Customer may be subject to additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s). Customer acknowledges and agrees that applicable tariff(s), the Additional Terms of Service, and the AUP are incorporated herein by reference and are binding on the Parties.

Dated and effective as of: September 14, 2018.

**Attachment A Definitions**

“Additional Terms of Service” means additional terms and conditions applicable to a specific service and/or product as set forth at [www.granitenet.com](http://www.granitenet.com).

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with a Party. For purposes of this definition, such control means the direct or indirect power to vote fifty percent (50%) or more of the securities or comparable interests for the election of directors or other managing persons of the controlled entity.

“Agreement” means these General Terms of Service, any Additional Terms of Service, Service Order Documents and/or other written document(s) approved by Granite, including any incorporated attachments, appendices, schedules and/or exhibits, provided to or executed by Customer, and any applicable tariffs, if any.

“AUP” means Granite’s Privacy, Moderation of Use and Acceptable Use Policies as set forth at [www.granitenet.com](http://www.granitenet.com).

“Authorized User” means (a) Customer or (b) any Affiliate of Customer that uses Services offered under the Agreement and provided that Customer agrees to remain financially responsible for such Affiliate’s payment obligations for such Services.

“Business Day” means Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Core Network” means Granite’s core network and associated equipment utilized to provide and deliver On-Net Services, whether owned, leased or otherwise obtained by Granite, between the points where traffic enters the core network equipment and the point where it leaves Granite’s core network equipment.

“CPE” means customer premises equipment.

“CSR” means customer service record.

“Damages” means, collectively, all injury, claims, damage, liability, loss, penalty, reasonable attorneys’ fees and costs, interest and expense incurred by a Party.

“Demarcation Point” means the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

“Early Termination Fee” means an amount charged to Customer by Granite if Customer terminates any specific Service prior to the end of such Services’ initial minimum Service Term or any renewal Service Term selected by Customer. The Parties agree that the Early Termination Fee is not a penalty but is liquidated damages.

“Effective Date” means the date on which Customer (a) submits a service order for Service; (b) executes a Service Order Document or other written document accepted by Granite; and/or (c) is receiving and using Services without Service Order Documents.

“General Terms of Service” means these General Terms and Conditions of Service applicable to all Services as set forth at [www.granitenet.com](http://www.granitenet.com).

“Internet Based Services” means all Services which utilize the Internet, including, without limitation, VoIP Services (including Hosted PBX Services, SIP Trunking Services and SIP PRI Services), MPLS Services and/or Data Aggregation Services.

“MRC” means monthly recurring charge.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

“Off-Net Services” means any services and/or products provided by a third party, including Providers. “On-Net Services” means the owned or leased facilities controlled by Granite, including the Core Network.

“Party” means Customer or Granite

“Parties” means together, Customer and Granite.

“Provider” means one of Granite’s underlying carriers, providers and/or vendors that provide Services which Granite provides to Customer.

“Provider Equipment” means telecommunications and data devices, apparatus and associated equipment owned, leased, or otherwise obtained by Granite and/or its Provider(s) to provide Services.

“Rates and Charges” means the rates, charges and/or fees for a Service, as modified from time to time as permitted under or required by the Agreement.

“SLA” means service level agreement as set forth at [www.granitenet.com](http://www.granitenet.com).

“Services” means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance service, broadband services, MPLS and/or private networking services, dedicated internet services and/or any other services and/or products that are provided by Granite to Customer.

“Service Order Document” means any quotes, service order forms and commercial account form(s) and letter(s) of agency/agreements relating to specific Services.

“Service Start Date” means the date that Granite notifies Customer that specific Services are available, unless Customer within five (5) days notifies Granite of any service affecting deficiency in the specific Services. If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within a reasonable time period. Granite shall begin billing for monthly recurring charges on the later of (i) on the day Granite notifies Customer; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

“Service Term” means specific term of an individual circuit or service included as part of the Service.

#### Attachment B Escalation Procedures<sup>1</sup>

Despite Granite’s best efforts to maintain the most reliable level of service possible in the industry, service-affecting issues periodically arise. In those rare instances where Customer’s service may be affected, Customer’s trouble ticket is initiated to identify the issue.<sup>2</sup> Each trouble ticket has an assigned tracking number used to reference the issue and review status.

The Granite account team will determine the source of the issue, and, if the issue involves an interconnecting service provider, will initiate a repair request immediately through Granite’s electronic real-time repair interface with the provider. Granite’s account team will engage in ongoing coordination with interconnecting providers until the issue is resolved, and will provide frequent updates, including via emails and/or telephonic contact with Customer directly or through the Premier Account Manager, at Customer’s direction until the trouble is resolved. When the matter is resolved Granite representatives will also contact Customer to confirm resolution.

Granite responds to service-affecting issues within 15 minutes of discovery. Average service restoration times vary depending on the nature of the issue. Typical service issue resolution times are as set forth in the applicable Service Schedules, Additional Terms and Conditions of Service and/or SLAs:<sup>3</sup>

In the event that a more expedited resolution of service-affecting issues becomes critical, Granite will implement its established escalation procedures. Service-affecting issues may be escalated from the Premier Account Manager through to Granite’s President in extreme cases, based on the following guidelines:

- 1st level Premier Account Manager – all tickets except emergency tickets (outages)
- 2nd level Premier Account Supervisor – all emergency tickets and all tickets outstanding over 4 hours
- 3rd level Asst. VP/Director of Premier Accounts – all emergency tickets outstanding over 1 hour and non-emergency tickets outstanding over 12 hours
- 4th level SVP of Premier Accounts – all emergency tickets outstanding over 4 hours
- 5th level Chief Operating Officer – all emergency tickets outstanding over 6 hours

In instances where service issues are less critical, the Premier Account Manager will maintain ongoing service issue tracking and provide weekly, bi-weekly or monthly account status conference calls and/or reports, based on Customer’s preferences. Issue reports include:

- Review status and complete documentation of all repair issues.

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD MAY 23, 2019

- Review status and complete documentation of uncompleted change orders.
- Review status and complete documentation of new location installs.
- 

<sup>1</sup> Repair times may vary for certain Services, see Additional Terms of Service as applicable.

<sup>2</sup> In addition to the account management team, Granite customer service representatives provide live support on the Help Desk, 866.847.5500, at Granite’s Quincy, Massachusetts headquarters, 24 hours a day, 7 days a week.

<sup>3</sup> Updates are given to Customer daily until issue is resolved.

Attachment C

Internet Based Services – Additional Terms and Conditions of Service

These Internet Based Services Additional Terms and Conditions of Service (these “Internet Terms of Service”) state important requirements regarding the use of Internet Based Services, provided by Granite and/or its affiliates through the Core Network and Granite’s contracts with its Provider(s), by Customer and any of its end users, invitees, licensees, customers, agents or contractors. These Internet Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE INTERNET TERMS OF SERVICE, CUSTOMER MAY NOT USE INTERNET BASED SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH INTERNET BASED SERVICES IMMEDIATELY. These Internet Terms of Service are in addition to the General Terms of Service. The following additional terms and conditions are applicable to all Internet Based Services:

1. Disclaimers. Customer acknowledges and agrees that certain Internet Based Services, including, without limitation, VoIP Services, ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet Based Services, including VoIP Services: (a) such Internet Based Services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such Internet Based Services only support Granite’s local, intralata toll, interstate long distance and International voice services; (c) such Internet Based Services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer’s sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing provider(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

2. 911 Services.

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE, INCLUDING VoIP SERVICES, ARE INTERNET BASED SERVICES AND THAT 911 SERVICES ON INTERNET BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET BASED SERVICES FOR THE REGISTERED ADDRESS.

2.2 CUSTOMER ACKNOWLEDGES THAT INTERNET BASED SERVICES, INCLUDING, WITHOUT LIMITATION, VoIP SERVICES, MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED SERVICE; (III) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE “REGISTERED ADDRESS,” MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

2.3 CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E. IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.)

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

2.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.

Vote on Motion Mrs. Lewis Aye Mr. Merrell Aye Mr. Benton Aye

**12**

**RESOLUTION NO. 19-499**

**IN THE MATTER OF APPROVING THE SANITARY SEWER SUBDIVIDER’S AGREEMENT FOR NORTHSTAR SECTION 1 PHASE B:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, the Sanitary Engineer recommends approval of the Sanitary Subdivider’s Agreement for Northstar Section 1 Phase B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners approves the following Sanitary Sewer Subdivider’s Agreement for Northstar Section 1 Phase B:

**SUBDIVIDER’S AGREEMENT**  
**DELAWARE COUNTY SANITARY ENGINEER**

**SECTION I: INTRODUCTION**

This Agreement is entered into on this 23<sup>rd</sup> day of May 2019, by and between **Nationwide Realty Investors**, hereinafter called “Subdivider”, and the Delaware County Board of Commissioners (hereinafter called “County Commissioners” or “County”) as evidenced by the **Northstar Section 1 Phase B** Subdivision Plats filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, and is governed by the following considerations and conditions, to wit:

The Subdivider is to construct, install or otherwise make all public improvements (the “Improvements”) shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for **Sanitary Sewer Improvement Plan for Northstar Section 1 - Phase B**, dated **January 22, 2019**, and approved by the County on **February 11, 2019**, all of which are a part of this Agreement. The Subdivider shall pay the entire cost and expense of the Improvements.

**SECTION II: CAPACITY**

There are **52** single family residential equivalent connections approved with this Agreement. Capacity shall be reserved for one year from the date of this Agreement, unless the County Commissioners grant an extension in writing. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the Subdivider agrees and acknowledges that capacity shall not be guaranteed.

**SECTION III: FINANCIAL WARRANTY**

**OPTIONS:**

- (1) Should the Subdivider elect to record the plat prior to beginning construction, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$654,079.00**) which is acceptable to the County Commissioners to insure faithful performance of this Agreement and the completion of all Improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should the Subdivider elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as Subdivider elects to record the plat. At that time, the Subdivider shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the Delaware County Sanitary Engineer.

The Subdivider hereby elects to use Option 2 for this project.

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

---

Initials \_\_\_\_\_

Date \_\_\_\_\_

The Subdivider shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the Delaware County Sanitary Engineer a five (5) year maintenance bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The Subdivider further agrees that any violations of or noncompliance with any of the provisions and stipulations of this Agreement shall constitute a breach of contract, and the County shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the Improvements for **Northstar Section 1 - Phase B**.

**SECTION IV: FEES**

It is further agreed that upon execution of this Agreement, the Subdivider shall pay the Delaware County Sanitary Engineer three and one-half percent (3½%) of the estimated construction cost of the Improvements for plan review of **(\$22,892.00)**. The Subdivider shall also pay the Delaware County Sanitary Engineer eight percent (8½%) of the estimated construction cost of the Improvements for inspection during construction and cleaning and televising of the sewers and appurtenances of **Sanitary Sewer Improvement Plan for Northstar Section 1 - Phase B (\$55,596.00)**. The Delaware County Sanitary Engineer shall in his or her sole discretion inspect, as necessary, the Improvements being installed or constructed by the Subdivider and shall keep records of the time spent by his or her employees and agents in such inspections and in the event the hours worked for inspection at a rate of \$75.00 per hour and for the camera truck at \$150.00 per hour exceeds the eight percent (8½%), the County may require, and the Subdivider shall pay additional funds based on the estimated effort for completion as determined by the Sanitary Engineer in his or her sole discretion.

In addition to the charges above, the Subdivider shall pay the cost of any third party inspection services for **Sanitary Sewer Improvement Plan for Northstar Section 1 - Phase B** as required by the County.

**SECTION V: CONSTRUCTION**

All public improvement construction shall be performed within one (1) year from the date of the approval of this Agreement by the County Commissioners, but extension of time may be granted if approved by the County Commissioners.

The Subdivider shall indemnify and save harmless the County, Townships, Cities, and/or Villages and all of their officials, employees, and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of the Subdivider, and any of its contractors or sub-contractors, or from any material, method, or explosive used in the Work, or by or on account of any accident caused by negligence, or any other act or omission of the Subdivider, and any of its contractors or the contractors' agents or employees in connection with the Work.

The Subdivider shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the County. The representative shall be replaced by the Subdivider when, in the opinion of the County, the representative's performance is deemed inadequate.

If, due to unforeseen circumstances during construction activities, the Subdivider must install any of the Improvements to a different location than shown on the approved and signed construction plans, the Subdivider shall request a revision to the construction plans and the Delaware County Sanitary Engineer shall evaluate this request. If the request for a revision is approved in writing by the Delaware County Sanitary Engineer, then the Subdivider shall provide and record a revised, permanent, exclusive sanitary easement prior to the County's acceptance of the sewer. The language and dimensions of the revised, permanent, exclusive sanitary easements shall be subject to the approval of the Delaware County Sanitary Engineer.

The Subdivider shall, during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the County regarding submission of shop drawings, construction schedules, operation of facilities, and other matters incident to the construction and operation of the Improvements.

The Subdivider shall obtain all other necessary utility services incident to the construction of the Improvements and for their continued operation. The Subdivider shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Subdivider and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the County.

**SECTION VI: EASEMENTS**

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

The Subdivider shall provide to the County all necessary easements or rights-of-way required to complete the Improvements, all of which shall be obtained at the expense of the Subdivider. All Improvements, including, but not limited to, public sanitary sewers, force mains, manholes, and private laterals to offsite properties shall be located within a recorded, permanent, exclusive sanitary easement on file at the Delaware County Recorder’s Office, the language of which shall be subject to approval by the Delaware County Sanitary Engineer. The dimensions of all easements shall be as shown on the approved engineering drawings. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the Delaware County Sanitary Engineer before a preconstruction meeting will be permitted and before construction may begin on the Improvements. All offsite easements must be recorded prior to signing the plans unless otherwise permitted, in writing, by the Delaware County Sanitary Engineer.

**SECTION VII: COMPLETION OF CONSTRUCTION**

The County shall, upon certification in writing from the Delaware County Sanitary Engineer that all construction is complete according to the plans and specifications, by Resolution, accept the Improvements described herein and accept and assume operations and maintenance of the Improvements.

The Subdivider shall within thirty (30) days following completion of construction of the Improvements, and prior to final acceptance, furnish to the County as required:

- (1) "As built" drawings of the Improvements which plans shall become the property of the County and shall remain in the office of the Delaware County Sanitary Engineer and Delaware County Engineer and/or the City of Powell. The drawings shall be on reproducible Mylar (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in .DWG format & .PDF format.
- (2) An Excel spreadsheet, from a template as provided by the Delaware County Sanitary Engineer, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) An itemized statement showing the cost of the Improvements.
- (4) An Affidavit or waiver of lien from all contractors associated with the project that all material and labor costs have been paid. The Subdivider shall indemnify and hold harmless the County from expenses or claims for labor or materials incident to the construction of the Improvements.
- (5) Documentation showing the required sanitary easements.

Should the Subdivider become unable to carry out the provisions of this Agreement, the Subdivider’s heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this Agreement. Notwithstanding any other provision of this Agreement, the County shall have no obligation to construct any improvements contemplated herein, and any construction thereof on the part of the County shall be strictly permissive and within the County’s sole discretion.

The Subdivider, for a period of five (5) years after acceptance of the Improvements by the County, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the Improvements shall be the same as new equipment warranties and shall be assigned to the County upon acceptance of the Improvements. A list of corrective items shall be provided to the Subdivider prior to expiration of the five (5) year period.

After the acceptance of the Improvements, the capacity charge **and any surcharges** shall be paid by the applicant upon request to the Northstar Residential Development for a tap permit to connect to the sanitary sewer. User fee charges will commence the day the sanitary tap is made, regardless of completeness of construction.

**SECTION VIII: SIGNATURES**

IN CONSIDERATION WHEREOF, the County Commissioners hereby grant the Subdivider or its agent the right and privilege to make the Improvements stipulated herein and as shown on the approved plans.

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**13  
RESOLUTION NO. 19-500**

**IN THE MATTER OF APPROVING COMMUNITY ENHANCEMENT GRANTS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, entities have requested Community Enhancement Grant funds from Delaware County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board hereby approves the following Community Enhancement Grant funds;

**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

CENTRAL OHIO SYMPHONY	6,100.00
DELAWARE COUNTY CULTURAL ARTS CTR	15,000.00
DELAWARE COUNTY HISTORICAL SOCIETY	26,362.00
DELAWARE SPEECH & HEARING CTR INC	3,750.00
HARTFORD CROTON FAIR	5,000.00
MAIN STREET DELAWARE INC	20,000.00
PEOPLE IN NEED	10,800.00
RECREATION UNLIMITED	13,245.00
STRAND THEATRE	12,000.00
VIETNAM VETERANS	3,000.00
WOMEN'S CITY CLUB	11,000.00
SECOND WARD COMMUNITY INITIATIVE-STEAM Project	10,000.00
CONNECTIONS VOLUNTEER CENTER	5,000.00
RB HAYES HERITAGE FUND COMMITTEE	19,280.00

FURTHER, BE IT RESOLVED that the Board of County Commissioners approves the following purchase orders and vouchers (10011102 -5602).

CENTRAL OHIO SYMPHONY	6,100.00
DELAWARE COUNTY CULTURAL ARTS CTR	15,000.00
DELAWARE COUNTY HISTORICAL SOCIETY	26,362.00
DELAWARE SPEECH & HEARING CTR INC	3,750.00
HARTFORD CROTON FAIR	5,000.00
MAIN STREET DELAWARE INC	20,000.00
PEOPLE IN NEED	10,800.00
RECREATION UNLIMITED	13,245.00
STRAND THEATRE	12,000.00
VIETNAM VETERANS	3,000.00
WOMEN'S CITY CLUB	11,000.00
SECOND WARD COMMUNITY INITIATIVE- STEAM Project	10,000.00
CONNECTIONS VOLUNTEER CENTER	5,000.00
RB HAYES HERITAGE FUND COMMITTEE	19,280.00

Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. Benton            Aye

**14**

**RESOLUTION NO. 19-501**

**IN THE MATTER OF APPROVING COMMUNITY ENHANCEMENT GRANTS:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, entities have requested Community Enhancement Grant funds from Delaware County;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Delaware County that the Board hereby approves the following Community Enhancement Grant funds;

STRATFORD ECOLOGICAL CENTER	8,000.00
-----------------------------	----------

FURTHER, BE IT RESOLVED that the Board of County Commissioners approves the following purchase orders and vouchers (10011102 -5602).

STRATFORD ECOLOGICAL CENTER	8,000.00
-----------------------------	----------

Vote on Motion            Mr. Merrell            Aye            Mrs. Lewis            Aye            Mr. Benton            Aye

**15**

**RESOLUTION NO. 19-502**

**IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR LEASED VEHICLES AND A TRANSFER OF APPROPRIATION FOR THE ENGINEER'S OFFICE:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

**Supplemental Appropriation**

10011301-5335	Code Compliance/Rental Services	29,051.96
10011106-5335	County Garage/Rental Services	4,150.28
10026201-5335	Juvenile Court/Rental Services	7,398.54
10012101-5335	Prosecuting Attorney/Rental Services	3,154.57



**COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019**

10062601-5335	Veterans Services/Rental Services	4,939.49
20411305-5335	Dog and Kennel/Rental Services	3,526.01
20411305-5450	Dog and Kennel/Machinery & Equipment	5,440.00

**Transfer Of Appropriation**

From	To	Amount
10040421-5801	10040421-5420	\$4,000,000.00
Road & Bridge Projects/Misc Cash Transfers	Road & Bridge Projects/Road Constructions	

Vote on Motion            Mr. Benton            Aye            Mr. Merrell            Aye            Mrs. Lewis            Aye

**16**

**ADMINISTRATOR REPORTS**

Dawn Huston, County Administrator

-Thank you to Jane Hawes and Marisa Stith for coordinating the Ice Cream Social last Friday.

**17**

**COMMISSIONERS' COMMITTEES REPORTS**

Commissioner Benton

-Would like to thank all the non-profits who presented for the Community Enhancement Grants. They are all doing work to improve Delaware County.

-Attended the MORPC NE Regional meeting in Sunbury this week.

-Will attend the Central Ohio Youth Center's annual meeting this afternoon.

-Will be attending the Legislative Update tomorrow afternoon at SourcePoint.

-The Dispatch reported this morning that Delaware County's unemployment rate was at 2.3%.

Commissioner Merrell

-Stated how difficult it is to put a number to the efforts of the non-profits for the Community Enhancement Grants.

-Senate Bill 22.

-Monday is Memorial Day.

Commissioner Lewis

-Hosted the delegates from Nepal, India and Pakistan last Friday.

-Attended the Bridges/Community Action meeting yesterday. It was announced Director Rochelle Twining will resign at the end of this year.

**18**

**RESOLUTION NO. 19-503**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF EMPLOYMENT; PROMOTION; COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:**

It was moved by Mr. Benton, seconded by Mr. Merrell to approve the following:

WHEREAS, pursuant to section 121.22(G) of the Revised Code, a public body may hold an executive session only after a majority of a quorum of the public body determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the matters specified in section 121.22(G)(1)-(7) of the Revised Code; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio:

Section 1. The Board hereby adjourns into executive session for consideration of employment; promotion; compensation of a public employee or public official.

Vote on Motion            Mr. Merrell            Aye            Mrs. Lewis            Aye            Mr. Benton            Aye

**RESOLUTION NO. 19-504**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Benton, seconded by Mr. Merrell to adjourn out of Executive Session.

Vote on Motion            Mrs. Lewis            Aye            Mr. Merrell            Aye            Mr. Benton            Aye

RECESSED UNTIL 11:15 AM/RECONVENE AT 11:40 AM

**RESOLUTION NO. 19-505**

COMMISSIONERS JOURNAL NO. 71 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 23, 2019

---

**IN THE MATTER OF ADOPTING RESIDENCY REQUIREMENTS FOR CERTAIN COUNTY EMPLOYEES IN ACCORDANCE WITH R.C. 9.481:**

It was moved by Mr. Merrell, seconded by Mr. Benton to approve the following:

WHEREAS, pursuant to section 9.481 of the Revised Code, to ensure adequate response times by certain employees to emergencies or disasters while ensuring that those employees generally are free to reside throughout the state, the legislative authority of a political subdivision may adopt a resolution that requires any individual employed by that political subdivision, as a condition of employment, to reside either in the county where the political subdivision is located or in any adjacent county in this state; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has determined that certain county employees are essential personnel in the event of emergencies or disasters occurring within Delaware County or impacting Delaware County operations; and

WHEREAS, the Board has determined that residency requirements for the essential personnel are necessary to ensure adequate response times to emergencies or disasters;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, as follows:

Section 1. In order to ensure adequate response times to emergencies or disasters, the Board hereby requires, as a condition of employment, that the following employees shall reside either within Delaware County or any county immediately adjacent to Delaware County:

- (A) County Administrator;
- (B) Director of Emergency Communications (9-1-1)
- (C) Deputy Director of Emergency Communications (9-1-1)
- (D) Director of Emergency Medical Services
- (E) Chief and Assistant Chief of Emergency Medical Services
- (F) Director of Safety & Security
- (G) Director of Facilities

Section 2. This Resolution shall take effect immediately upon adoption.

Vote on Motion Mr. Merrell Aye Mrs. Lewis Aye Mr. Benton Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Barb Lewis

\_\_\_\_\_  
Jeff Benton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners