... a special meeting of the Board of Trustees of the ABC Water & Storm Water ct, Mahoning County, Ohio, held at the Boardman Township Government Center at 299 Market Street, Boardman, Ohio 44512 on the above date at 9:00 a.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

**RESOLUTION 17-03-02-01:** Motion was made by Mr. Loree to approve entering into a Memorandum of Understanding with the Canfield Township Board of Trustees for the Mercedes Place Drainage Restoration Project, as attached to these minutes.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Dockry	X	
Mr. Rogers	<b>Abstained</b>	
Motion passe	d 2-0.	

**RESOLUTION 17-03-02-02:** Motion was made by Mr. Loree to adjourn at 9:11 a.m.

Seconded by Mr. Dockry.

Roll Call	Aye	Nay
Mr. Loree	X	
Mr. Dockry	Х	
Mr. Rogers	X	

President

Michael Dockry

Secretary/Treasurer

## MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF CANFIELD TOWNSHIP TRUSTEES AND THE ABC WATER AND STORM WATER DISTRICT

This Memorandum of Understanding (hereinafter referred to as "MOU") is entered by and between the Board of Canfield Township Trustees, (hereinafter referred to as the "Township"), a political subdivision of the State of Ohio located in Mahoning County, and The Board of Trustees of the ABC Water and Storm Water District (hereinafter referred to as "ABC"), a political subdivision of the State of Ohio located in Mahoning County, organized and existing under Chapter 6119 of the Ohio Revised Code.

WHEREAS, the Township has become aware of flooding and erosion problems caused by, and/or contributed to by, the Ohio Turnpike and affecting Building 1, Indian Meadows Condominium, Mercedes Place, Canfield Township, Ohio (hereinafter referred to as "Mercedes Place"); and,

WHEREAS, the Township has applied for, and received, a monetary grant through the Turnpike Mitigation Program offered by the Ohio Turnpike Commission and as administered through the Ohio Department of Transportation (hereinafter referred to as "Grant") for an erosion mitigation project at Mercedes Place, application TMP-2015-23 (hereinafter referred to as "Project"); and,

WHEREAS, ABC represents, warrants, and agrees that it is vested with full statutory and legal authority pursuant to the Ohio Revised Code to undertake the Project and that said Project is included in the territory of ABC; and,

WHEREAS, the Township now desires to appropriate the Grant funds to ABC pursuant to the terms and conditions of this MOU, and ABC desires to receive and utilize said funds only in order to undertake the Project.

WHEREAS, the Township and ABC enter into this Memorandum of Understanding pursuant to Ohio Revised Code (hereinafter "R.C.") Sections 6119.09, 6119.06(P), (Q), 505.705, and 9.482 respectively.

NOW, therefore in consideration of the promises and agreements recited herein the parties agree as follows:

#### 1. **ABC AGREES TO:**

- 1.1. Pursuant to the statutory authority set forth in R.C. 6119.06(O) enter into an agreement with the owners of Mercedes Place to enter onto the private property of Mercedes Place to undertake the Project.
- 1.2. Pursuant to the statutory authority set forth in R.C. 6119.06(O)contract with a Professional Engineer licensed in the State of Ohio (hereinafter referred to as "Engineer") to design the plans necessary for the Project.

1.3. Pursuant to the statutory authority set forth in R.C. 6119.06(O) and 6119.10 contract with a suitable contractor (hereinafter referred to as "Contractor") to perform the work necessary to complete the Project.

#### 2. THE TOWNSHIP AGREES TO:

- 2.1. Pursuant to the terms and conditions of this MOU, provide an appropriation, in the amount that the Township received pursuant to the Grant, and in an amount pursuant to R.C. 505.705 that the Township in its sole and absolute discretion may subsequently deem necessary to grant to ABC, which ABC shall use in accordance with the Agreement.
- 2.2. Provide a qualified, full time Canfield Township Employee to ABC to be responsible for management of the Project.
- 3. Upon approval of the engineering and design by the Ohio Department of Transportation, ABC shall pay the Engineer for its work associated with the Project, and upon satisfactory completion of the Project and approval from the Ohio Department of Transportation, the Grant funds shall be provided to ABC for payment of the Contractor for its work associated with the Project.
- 4. ABC represents, warrants, and agrees that it will comply with all applicable laws, rules and regulations including, but not limited to Ohio's competitive bidding and prevailing wage laws.
- 5. ABC and Township shall not be responsible for any ongoing maintenance, reconstruction, or repair of the Project or to Mercedes Place after the Project is completed.
- 6. ABC shall not incur any obligation on behalf of the Township without the Township's prior written consent.
- 7. The parties agree and understand that ABC will be the party contracting with the Engineer and Contractor. However, the Township shall remain responsible for obtaining and transferring all Grant or other funds to ABC pursuant to the terms and conditions of this MOU. No additional expenses shall be incurred by ABC without prior written authorization from The Ohio Department of Transportation and the Township.
- 8. ABC assumes full and complete responsibility to undertake and complete the Project and for its errors, actions and/or omissions. Provided, however, nothing contained herein shall be construed or interpreted as a waiver of either party's sovereign immunity.
- 9. Any notice required by this Agreement shall be in writing, shall be signed by the party giving the same and shall be deemed given when the same is delivered to the party to which it is addressed at such party's notice address determined as follows:

(a) The notice address for ABC is as follows:
ABC Water and Storm Water District
8299 Market Street
Boardman, Ohio 44512

or such other address of which ABC shall have given notice to the Township.

(b) The notice address of the Township is as follows:

Canfield Township 21 South Broad Street Canfield, Ohio 44406

or such other address of which the Township shall have given notice to ABC.

- 10. This Agreement may be executed in two or more counterparts each of which shall constitute a duplicate original and all of which shall constitute one and the same agreement.
- 11. This Agreement shall be binding upon and inure to the benefit only of the parties hereto. Neither party may assign its rights, duties or obligations under this Agreement to any other person, partnership, corporation or other entity, without the prior written consent of the other party.
- 12. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Ohio.
- 13. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force, or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.
- 14. This Agreement contains the entire agreement of the parties and supersedes any prior understanding or written or oral MOUs between the parties respecting the subject matter hereof. It may not be modified orally, but only by agreement in writing signed by both parties. The language of all parts of this MOU shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. This MOU represents a negotiated agreement in which the parties all participated in its drafting, and as such, is not to be construed against or for any individual party.
- 15. The term of this Agreement shall extend until completion of the construction of the Project and payment of the Grant funds to ABC for the same.

IN WITNESS WHEREOF, the parties caused this MOU to be executed by their respective officers with the intent to be legally bound thereby.

	The Board of Trustees of the ABC water and Stor	m water District
Jaron	President of the Board of Trustees	O3-02-17 Date
Low	resident of the Board of Trustees	2 1/2
	Twittee	2 Marc (2017
	Michael Dockey, Trustee	
	ABSTANED Keith Roxis , Trustee	<u> 3-2-2017</u> Date
	rum rezes , Trustee	Date
	ABC District Fiscal Officer Certification: It is	hereby certified that the amount required to
	meet the obligation described herein has been law the treasury or in process of collection to the c	fully appropriated for such purpose and is in redit of the appropriate fund free from any
	previous encumbrance.	of the other states and the states are states as the states are states are states as the states are
1	Hem Platte	3.3-17
/	Fiscal Officer	Date
	Board of Canfield Township Trustees	
	What had between	Faleryan 28 2017
	Marie Cartwright, Trustee	February 28, 2017 Date
	91	•
	Saller .	2/78/17
	Brian Governor, Trustee	Date
		2-28-2017
	Joe Paloski, Trustee	Date
	¥	

<u>Canfield Township Fiscal Officer's Certification</u>: It is hereby certified that the amount required to meet the obligation described herein has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrance.

Fiscal Officer Fiscal Officer

Date

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Boardman Township Government Center at 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry, and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

**RESOLUTION 17-03-22-01:** Mr. Loree, acting as President pro-tem, called for nominations for President of the Board of Trustees for the year 2017.

Mr. Dockry nominated Mr. Rogers as President of the Board of Trustees for the year 2017.

Mr. Loree seconded the nomination of Mr. Rogers as President of the Board of Trustees for the year 2017.

**RESOLUTION 17-03-22-02:** Mr. Loree moved that nominations for President of the Board of Trustees for the year 2017 be closed.

Mr. Dockry seconded that nominations for President of the Board of Trustees for the year 2017 be closed.

The President pro-tem called for votes, by name, to close nominations for President of the Board of Trustees for the year 2017:

Roll Call	Aye	Nay
Mr. Rogers	Х	
Mr. Loree	X	
Mr. Dockry	X	

The President pro-tem called for votes, by name, to declare Mr. Rogers President of the Board of Trustees for 2017:

Aye	Nay
X	
X	
X	
	X X

**RESOLUTION 17-03-22-03:** The President pro-tem declared Mr. Rogers duly elected President of the Board of Trustees for the year 2017.

Mr. Rogers, President, called for nominations for Vice President of the Board of Trustees for the year 2017.

Mr. Dockry nominated Mr. Loree as Vice President of the Board of Trustees for the year 2017.

Mr. Rogers seconded the nomination of Mr. Loree as the Vice President of the Board of Trustees for the year 2017.

Mr. Rogers moved that nominations for Vice President of the Board of Trustees for the year 2017 be closed.

Mr. Dockry seconded that nominations for Vice President of the Board of Trustees for the year 2017 be closed.

Mr. Rogers, President, called for votes to close nominations for Vice President of the Board of Trustees for the year 2017:

Roll Call	Aye	Nay
Mr. Rogers	Х	
Mr. Loree	X	
Mr. Dockry	X	

Mr. Rogers, President, called for votes, by name, for Mr. Loree as the Vice President of the Board of Trustees for the year 2017:

Roll Call	Aye	Nay
Mr. Rogers	Х	
Mr. Loree	Χ	
Mr. Dockry	X	

<u>RESOLUTION 17-03-22-04:</u> Mr. Rogers, President, declared Mr. Loree duly elected as Vice President of the Board of Trustees for the year 2017.

Mr. Rogers, President, called for nominations for Secretary/Treasurer and Assistant of the Board of Trustees for the year 2017.

Mr. Loree nominated Mr. Dockry as Secretary/Treasurer and Stephanie Landers as Assistant of the Board of Trustees for the year 2017.

Mr. Rogers seconded the nomination of Mr. Dockry as the Secretary/Treasurer and Stephanie Landers as Assistant of the Board of Trustees for the year 2017.

Mr. Rogers moved that nominations for Secretary/Treasurer and Assistant of the Board of Trustees for the year 2017 be closed.

Mr. Loree seconded that nominations for Secretary/Treasurer and Assistant of the Board of Trustees for the year 2017 be closed.

Mr. Rogers, President, called for votes to close nominations for Secretary/Treasurer and Assistant of the Board of Trustees for the year 2017:

Roll Call	Aye	Nay
Mr. Rogers	X	
Mr. Loree	X	
Mr. Dockry	Χ	

Mr. Rogers, President, called for votes, by name, for Mr. Dockry as the Secretary/Treasurer and Ms. Landers as Assistant of the Board of Trustees for the year 2017:

Roll Call	Aye	Nay
Mr. Rogers	X	
Mr. Loree	Χ	
Mr. Dockry	X	

**RESOLUTION 17-03-22-05:** Mr. Rogers, President, declared Mr. Dockry duly elected as Secretary/Treasurer and Stephanie Landers as Assistant of the Board of Trustees for the year 2017.

The meeting was called to order with all members present: Mr. Keith Rogers, President; Mr. Jason Loree, Vice President; and Mr. Michael Dockry, Secretary/Treasurer.

RESOLUTION 17-03-22-06: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held December 21, 2016.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

RESOLUTION 17-03-22-07: Motion was made by Mr. Loree to approve the Minutes of the Special Meeting held March 2, 2017. Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

RESOLUTION 17-03-22-08: Motion was made by Mr. Loree to adopt the Resolution in accordance with Section 121.22(F) of the Ohio Revised Code and as attached to the minutes herein, the Resolution notifying the public and news media of Regular, Special, and Emergency meetings for calendar year 2017.

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry Mr. Loree	X X	
Mr. Rogers	X	

There was no Old Business.

Under New Business, the Board instructed Stephanie Landers to look into insurance coverage.

RESOLUTION 17-03-22-09: Motion was made by Mr. Loree to adjourn at 2:23 p.m.

Seconded by Mr. Dockry.

Aye	Nay
Χ	
X	
Χ	
	X X

Keith Rogers President

Michael Dockry Secretary/Treasurer

## **MINUTES OF MEETING HELD APRIL 5, 2017**

At a special meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Canfield Township, 21 Broad Street, Canfield, Ohio 44406 on the above date at 3:00 p.m., the following members were present: Mr. Michael Dockry and Mr. Keith Rogers. Mr. Jason Loree did not attend the meeting. The public and news media were given proper notice regarding this meeting.

**RESOLUTION 17-04-05-01:** Motion was made by Mr. Rogers to adjourn into Executive Session at 3:04 p.m. for purposes of discussing **Land Acquisition** (Sale/Purchase of Property).

Roll Call Aye Nay Mr. Dockry X

Mr. Rogers X

Motion passed 2-0.

RESOLUTION 17-04-05-02: Motion was made by Mr. Rogers to adjourn Executive Session at 4:02 p.m. and return to Open Session. Seconded by Mr. Dockry.

Roll Call Aye Nay

Mr. Dockry X Mr. Rogers X

Motion passed 2-0.

**RESOLUTION 17-04-05-03:** Motion was made by Mr. Rogers to adjourn at 4:05 p.m.

Seconded by Mr. Dockry.

Roll Call Aye Nay

Mr. Dockry X Mr. Rogers X

Motion passed 2-0.

Keith Rogers

President

Michael Dockry
Secretary/Treasurer

## **MINUTES OF MEETING HELD APRIL 11, 2017**

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Boardman Township Government Center at 8299 Market Street, Boardman, Ohio 44512 on the above date at 1:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry, and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

RESOLUTION 17-04-11-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held March 22, 2017.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

RESOLUTION 17-04-11-02: Motion was made by Mr. Loree to approve the Minutes of the Special Meeting held April 5, 2017.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	Χ	
Mr. Rogers	X	

**RESOLUTION 17-04-11-03:** Motion was made by Mr. Loree to accept the Public Entities Pool of Ohio insurance proposal for \$1,442.00 commencing April 1, 2017, through March 31, 2018, as attached to these minutes.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 17-04-11-04:** Motion was made by Mr. Loree to approve the GreenLEEF Development Services, LLC / RJH Consulting Service to perform the engineering design for the Ohio Turnpike Commission's Mercedes Place Erosion Mitigation Project at a cost not to exceed \$14,000.00.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	Х	
Mr. Rogers	Abstained	
Motion	passed 2-0.	

## MINUTES OF MEETING HELD APRIL 11, 2017

**RESOLUTION 17-04-11-05:** Motion was made by Mr. Loree to adjourn at 1:09 p.m.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	Χ	
Mr. Rogers	X	

Keith Rogers

President 6

Michael Dockry

Secretary/Treasurer

Proposal for:

ABC Water & Storm Water District

04/01/2017 - 04/01/2018

Local Representative: Cailor-Fleming & Associates, Inc. P.O. Box 3989 Youngstown, OH 44513

Member Marketing & Service:

Burnham & Flower of Ohio
6500 Taylor Road
Blacklick, OH 43004

614-861-1478 or 800-748-0554

Administered & Underwritten by: York Risk Pooling

Public Entities Pool of Ohio (PEP)



## Public Entities Pool of Ohio

## EECALIJABILITY – DEURICEARIS CLAINS

\$2,000,000 Per Occurrence Limit None **Annual Aggregate** \$0 **Deductible** \$1,000,000 **Employee Benefit Liability Limit** \$1,000 Deductible \$2,000,000 Good Samaritan Limit \$5,000 Medical Expenses - Other than Automobile \$50,000 Non-Monetary Relief Defense Expense \$5,000/\$5,000 Each Claim/Annual Aggregate **Broad Legal Defense Fund** \$2,500 Each Claim/Annual Aggregate Moral Obligation To Pay Excluded **Medical Malpractice** \$1,000,000 /\$1,000,000 Each Claim/Annual Pollution Liability - Sewer Back-up Aggregate \$0 Deductible \$55,000 Each Claim **Underground Storage Tanks** \$55,000 Annual Aggregate \$0 Deductible Included Cyber Liability Excluded Cyber Breach Expense Excluded Fire Department Pollution Coverage Excluded Pollution Liability - Fire Dept. Training Activities Included **Host Liquor Liability** Included Fellow Employee Liability Included (excludes some activities) Special Events Liability Included **Employer's Liability (Stop Gap)** 

Hired/Non-owned Automobile Liability

Included

## **Public Entities Pool of Ohio**

## WRONGFUL ACTS COVERÁGE

Per Occurrence Limit	\$2,000,000
Annual Aggregate	None
Deductible	\$1,000
<b>Employment Practices Liability</b>	Included
Zoning Liability	Included

## **Public Entities Pool of Ohio**

## CONTREDERINSUMMARY

The following benefits are being offered. Schedules and Statements of Value are included as supplemental documents at the back of the proposal.

Benefit:		Contribution:
Legal Liability - Third Party Claims		Included
Hired/Non-owned Automobile Liability	,	Included
Wrongful Acts Benefit		Included
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<i>)</i>		

This proposal is valid for sixty (60) days

**Total Contribution:** 

\$1,442

Price is subject to the receipt of favorable loss runs. If loss runs are not favorable, price could change.

## **MINUTES OF MEETING HELD JUNE 21, 2017**

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Boardman Township Government Center at 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend the meeting. John Albers, Esq., was also present. The public and news media were given proper notice regarding this meeting.

RESOLUTION 17-06-21-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held April 11, 2017.

Seconded by Mr. Loree.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	. <b>X</b>	

Discussion ensued regarding the Options for Billing Services for the Storm Water Utility Fee.

RESOLUTION 17-06-21-02: Motion was made by Mr. Loree to adjourn into Executive Session at 2:19 p.m. for purposes of discussing **Pending Litigation** (Imminent Court Action / Property Issue).

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

<u>RESOLUTION 17-06-21-03:</u> Motion was made by Mr. Loree to adjourn Executive Session at 3:07 p.m. and return to Open Session. Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 17-06-21-04:** Motion was made by Mr. Loree to adjourn at 3:07 p.m.

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Loree	Χ.	
Mr. Rogers	X	

## **MINUTES OF MEETING HELD JUNE 21, 2017**

Keith Rogers President

Jasen Koree Secretary/Treasurer pro-tem

## MINUTES OF MEETING HELD SEPTEMBER 20, 2017

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Boardman Township Government Center at 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. Ashley Hetzel, Esq., was also present. The public and news media were given proper notice regarding this meeting.

**RESOLUTION 17-09-20-01:** Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting June 21, 2017.

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	Abstained	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 17-09-20-02:** Motion was made by Mr. Rogers to approve and pay all bills due.

Seconded by Mr. Loree.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	Χ	
Mr. Rogers	X	

Discussion ensued regarding the Options for Billing Services for the Storm Water Utility Fee in addition to providing water service with a master meter agreement through Agua Ohio.

**RESOLUTION 17-09-20-03:** Motion was made by Mr. Loree to adjourn at 2:36 p.m.

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	Χ	

## MINUTES OF MEETING HELD SEPTEMBER 20, 2017

Keith Rogers President

Michael Dockry Secretary/Treasurer

## **MINUTES OF MEETING HELD NOVEMBER 21, 2017**

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Boardman Township Government Center at 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. John Albers, Esq., was also present. The public and news media were given proper notice regarding this meeting.

RESOLUTION 17-11-21-01: Motion was made by Mr. Dockry to approve the Minutes of the Regular Meeting held on September 20, 2017. Seconded by Mr. Loree.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	Х	
Mr. Loree	X	
Mr. Rogers	X	

RESOLUTION 17-11-21-02: Motion was made by Mr. Loree to adopt the Resolution to approve the Engineering Agreement with CT Consultants, as attached to these minutes.

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

**RESOLUTION 17-11-21-03:** Motion was made by Mr. Rogers to approve and pay all bills due.

Seconded by Mr. Dockry.

Roll Call	Aye	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

Discussion ensued regarding the outstanding CDM invoices.

## MINUTES OF MEETING HELD NOVEMBER 21, 2017

RESOLUTION 17-11-21-04: Motion was made by Mr. Loree to adjourn at 2:44 p.m.

Seconded by Mr. Rogers.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

Keith Rogers President

Michael Dockry

Secretary/Treasurer

## RESOLUTION NO. 17-//-2/-42

## ABC Water and Storm Water District Mahoning County, Ohio

The Board of Trustees of the ABC Water and Storm Water District, Mahoning County, Ohio met in regular session, pursuant to notice, on the 21 <sup>st</sup> day of November, 2017 at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present:  ALL PRESENT, LORER, DOCKEY		
<b>BE IT</b> <i>RESOLVED</i> by the Board of Trustees of the ABC Water and Storm Water District:		
1. That the District Board hereby approves the Engineering Agreement with CT Consultants, as presented, and further authorizes Jason Loree to execute the Agreement on behalf of the District.		
2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.		
ROGERC moved to second the above.		
Michael Dockry  Jason Loree  Keith Rogers  ATE  AYE		
Adopted the 21st day of November, 2017.  Michael Dockry  Lason Loree  Keith Rogers		
Attest: Secretary, Board of Trustees		

## MASTER SERVICES AGREEMENT BETWEEN THE ABC WATER AND STORM WATER DISTRICT AND

#### CT CONSULTANTS INC

FOR PROFESSIONAL ENGINEERING SERVICES

FOR

ABC WATER AND STORM WATER DISTRICT

## **SECTION 1:**

WHEREAS the DISTRICT wishes to obtain Professional Engineering Services for potential drinking water and storm water projects of the DISTRICT.

NOW, THEREFORE, the DISTRICT and the ENGINEER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### **SECTION II: ENGINEERING SERVICES**

- 2.1. The ENGINEER shall provide such professional engineering services, only upon request of the DISTRICT, and generally described herein, including, but not limited to, the following:
  - A. Prepare preliminary engineering feasibility studies, including cost analysis, for the DISTRICT's potential drinking water and storm water projects.
  - B. Consult with and advise the DISTRICT regarding the creation of a storm water utility, implementation of storm water utilities and related policies and procedures.
  - C. Consult with and advise the DISTRICT regarding the planning, modeling, surveying, design, permitting, property acquisition, bidding, construction oversight, and inspection of drinking water and storm water projects in a cost-effective manner.
  - D. Identify, model, and map comprehensive water and storm water systems using all appropriate engineering and analysis techniques, including, but not limited to, GIS mapping, field surveys and analysis, global positioning technologies and civil engineering.

- E. Assist the DISTRICT in drafting or modifying drinking water and storm water rules, regulations and policies.
- F. Conduct research related to applying for, coordinating and successfully securing project financing loans and grants from the various sources of funding for drinking water and storm water projects.
- G. Provide consultation, coordination, and management to the District regarding permitting and compliance with Ohio EPA, Army Corps or Engineers, and other regulatory agencies or mandates.
- H. Attend the DISTRICT's day or evening meetings, as needed.
- Any other matters related to the DISTRICT's storm water or drinking water purposes, as requested by the DISTRICT.
- 2.2. Further, ENGINEER shall provide such additional professional engineering services as the DISTRICT may request upon such terms and conditions as the parties shall agree at that time.
- 2.3. ENGINEER's specific scopes of work, the time schedule, not-to-exceed charges, and payment conditions for any task are to be set forth in written Task Order(s). Each Task Order shall be executed by authorized representatives of the DISTRICT and the ENGINEER. The Fees for each Task Order shall be based on the Engineer's Fees and Rates attached to this AGREEMENT as Exhibit A, and incorporated herein by reference, or such adjusted Fees and Rates as the parties may mutually agree upon in the future. The period of service of each individual Task Order shall be specified and mutually agreed to in the specific Task Order.
- 2.4. The terms and conditions of this Agreement shall apply to each Task Order, except to the extent expressly modified. When a Task Order is to modify a provision of this Agreement, the Section of this Agreement to be modified shall be specifically referenced in the Task Order, and the modification shall be precisely described.

#### **SECTION III: ENGINEER'S RESPONSIBILITIES**

- 3.1. Throughout the period of this AGREEMENT, the ENGINEER shall:
  - A. Consult with and advise the DISTRICT on matters concerning engineering.
  - B. Advise the DISTRICT when it appears necessary to obtain services not covered by this AGREEMENT including but not limited to soil boring or testing, material testing, subsurface investigations, or other investigations as may be required during the planning, design, construction or operation of the services described herein, and assist in arranging for these services.

- C. Manage, oversee and inspect construction projects and perform any related tasks involving the competitive bidding process.
- D. Keep the DISTRICT apprised of project costs and engineering costs.
- E. Consult with and advise the DISTRICT'S staff, attorney and other professional consultants of the DISTRICT.
- F. Consult with the DISTRICT to clarify and define the DISTRICT'S requirements for each Task Order and review available data.
- G. Provide analyses of the DISTRICT'S needs with evaluation and comparative studies of prospective solutions.
- H. The ENGINEER will keep the DISTRICT apprised of project and engineering/Task Order costs as requested by the DISTRICT.

#### SECTION IV: THE DISTRICT'S RESPONSIBILITIES

In support of the engineering services described herein, the DISTRICT will:

- 4.1. Provide all criteria and full information regarding to project requirements as may be reasonable under the circumstances.
- 4.2. Assist the ENGINEER by placing at its disposal all available information the DISTRICT processes relative to the services required of the ENGINEER, including previous reports; property, right-of-way, topographic, and utility surveys; soil reports; hydrographic surveys; laboratory tests; and inspections of samples and materials, all of which the ENGINEER will consider in performing its services.
- 4.3. To the extent the DISTRICT is permitted under Ohio law, make all provisions for the ENGINEER to enter upon private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 4.4. Acquire all land and rights-of-way which it determines are necessary.
- 4.5. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time.
- 4.6. Provide for itself such accounting, insurance counseling, and legal services as it may require for the DISTRICT and the District Systems at its own expense.
- 4.7. Provide the ENGINEER and its authorized agents access to all property and easements owned by the DISTRICT which contain or support the District Systems.
- 4.8. At its own expense, furnish such additional services not provided by the ENGINEER under the terms of this AGREEMENT as the DISTRICT deems necessary and advisable.

4.9. Pay fees and deposits required by any governmental agency or department or other political subdivision, but the DISTRICT shall not be responsible for any fees or deposits caused by the negligent acts, or errors or omissions of the ENGINEER.

#### SECTION V: PAYMENT TO THE ENGINEER

- 5.1. For the services detailed in Section 2.1. above, the DISTRICT shall pay ENGINEER based on the Engineer's Fees and Rates attached to this AGREEMENT as Exhibit A and incorporated herein by reference, or such adjusted Fees and Rates as the parties may mutually agree in the future.
- 5.2. All engineering services must first be authorized by the DISTRICT pursuant to a Task Order. Said Task Order shall be prepared by the Engineer, shall describe the services to be rendered, and shall describe the Engineering Fees to be paid for the same based on the Rate Schedule attached hereto as Exhibit A, or such adjusted Fees and Rates as the parties may mutually agree in the future, including a "not-to-exceed" limitation on such fees.
- 5.3. The compensation provided for in this SECTION shall be billed and paid on a monthly basis or by such other arrangement as is mutually agreed to by the DISTRICT and ENGINEER.

#### SECTION VI: GENERAL CONSIDERATIONS

- 6.1. The lead representative of the ENGINEER shall be Mark Delisio, PE unless it is mutually agreed otherwise by the DISTRICT and the ENGINEER.
- 6.2. <u>DISTRICT PROPERTY:</u> For the purposes of this AGREEMENT, the term "Document(s)" shall include work product produced by or for ENGINEER including drafts, partially completed and final versions of drawings, plans, studies, computer disks, electronic files of any kind, estimates, specifications, field notes and data or paper documents of any kind, format or media prepared or possessed by the ENGINEER for a designated project or Task Order under this Agreement. Documents shall be owned by both the ENGINEER and the DISTRICT. Upon request of the DISTRICT, either during the term of this AGREEMENT or following termination by either party, the ENGINEER shall provide the DISTRICT with hard copies of any and all Documents and if requested by the DISTRICT, transportable, translatable, and useable electronic versions of any and all Documents. Use of these documents which requires further time and efforts on the part of the ENGINEER shall entitle the ENGINEER to further compensation as agreed upon between the DISTRICT and ENGINEER. The ENGINEER makes no warranties regarding the use of said documents by any other engineering firm.

- 6.3. <u>COST CONTROL</u>: As the ENGINEER has no control over the cost of labor, materials, or equipment; or over a contractor's method of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for pursuant to this Agreement are to be made on the basis of its experience and qualifications and such estimates represent its best judgment as a design professional familiar with the construction industry. The ENGINEER cannot, and does not, guarantee that construction bids or a project construction cost will not vary from cost estimates prepared by it.
- 6.4. <u>STANDARD OF CARE:</u> Subject to sub-section 6.5 herein, the services provided by ENGINEER shall be performed in accordance with generally accepted professional engineering practices at the time when and the place where the services are rendered.
- 6.5. NEGLIGENCE: ENGINEER assumes no liability for the latent defects or omissions which occur in relation to any construction project which said defects or omissions are caused or occasioned by any person who is not an employee or agent of the ENGINEER; except that ENGINEER shall be liable for such defects and omissions where they have been caused by or contributed to by the negligent acts, errors or omissions of the ENGINEER, its employees or agents, but only to the extent or degree that the ENGINEER'S negligence contributed to the proximately caused injuries or damages and the ENGINEER specifically agrees that such liability accrues on the date that the DISTRICT discovers or becomes aware of any such negligent act(s).
- 6.6. FORCE MAJEURE: The ENGINEER will perform its service in a timely manner but it is agreed between the parties to this AGREEMENT that the ENGINEER cannot be responsible for delays occasioned by factors reasonably beyond its control, including acts of God or the public enemy, orders of a government authority, changes in law, act of war, terrorism, sabotage, floods or riots.
- 6.7. CONFIDENTIALITY: All information collected and provided to the ENGINEER pursuant to this Agreement, and all items prepared by the ENGINEER in behalf of the DISTRICT pursuant to this Agreement as well as all oral communications between the parties, shall be considered to be confidential in nature. Accordingly, the ENGINEER shall not disclose, or permit the disclosure, of any confidential information except to its employees and other consultants who need such confidential information in order to properly prepare authorized services. No information shall be released by the ENGINEER for publication, advertising or for any other purpose without prior written approval of the DISTRICT. Notwithstanding the foregoing in paragraph 6.7 herein. ENGINEER's obligations under Paragraph 6.7 hereof shall not apply or shall cease to apply to any confidential information which: (a) ENGINEER can demonstrate was known to it prior to disclosure hereunder other than as a result of previous confidential disclosure by the DISTRICT; (b) is in the public domain or

becomes so through no fault of ENGINEER; or (c) has been or becomes disclosed to ENGINEER without restriction by a third party under no obligation of confidentiality to the DISTRI CT. In the event ENGINEER should be required by applicable law or legal process to disclose any confidential information of the DISTRICT, such disclosure shall not constitute a breach of this AGREEMENT provided the ENGINEER, prior to making any such disclosure provides the DISTRICT with prompt notice of such requirement so that it may seek an appropriate protective order or other remedy.

- 6.8. <a href="INSURANCE REQUIRMENTS OF ENGINEER">INSURANCE REQUIRMENTS OF ENGINEER</a>: The ENGINEER will secure and maintain such insurance as will protect it and the DISTRICT from claims under Worker's Compensation laws, claims for damages because of bodily injury or personal injury, sickness or disease, or death of any of its employees, agents or other person working at its direction, and from claims for damages because of injury to or destruction of property as a result of performing responsibilities covered in this AGREEMENT. Further, ENGINEER shall secure and maintain such insurance with the minimum limits of coverage for claims for bodily injury, death, and property damage as follows:
  - a) Auto liability coverage limits shall be at least \$1,000,000.00 per person, for bodily injury \$2,000,000.00 per occurrence, and \$100,000.00 per occurrence for property damage.
  - b) General Liability: \$1,000,000.00 bodily injury and property damage combined single limit.
  - c) Umbrella Liability: \$1,000,000.00 (bodily injury and property damage combined, single limit).

ENGINEER shall furnish proof of such insurance at any time upon request of the DISTRICT.

6.9. INDEMNIFICATION: ENGINEER shall indemnify and hold harmless the DISTRICT and each member of the Board of Trustees of the DISTRICT (and their heirs, executors, and administrators) who is made a party or who is threatened to be made a party to any litigation, action, suit, demand or proceeding, whether civil, criminal, investigative, administrative or other, to the degree and/or extent proximately caused by the negligent acts, errors or omissions of the ENGINEER or any of ENGINEER's employees, agents or persons under its direction, and ENGINEER shall, but only to the extent or percentage of its negligence of all others, provide legal representation and pay the cost thereof and pay any claim or judgment obtained or growing out of said claims or liabilities. In addition, ENGINEER shall maintain professional liability coverage for the professional design services rendered for all personnel employed by ENGINEER insuring the DISTRICT against any malpractice of ENGINEER, or any of its employees, in an amount not less than one million dollars (\$1,000,000.00).

- 6.10. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of this Agreement to the contrary, neither party, including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort or warranty) even if the possibility of such damages has been communicated.
- 6.11. TERM & TERMINATION: The period of service of this Agreement shall be indefinite, subject to the termination procedures herein. Either the ENGINEER or the DISTRICT may, at any time, prior to the completion of full performance by the ENGINEER of any engineering services rendered under this AGREEMENT or Task Order, terminate this AGREEMENT or any part thereof by giving written notice of its intention to do so by registered mail not less fifteen (15) days prior to the effective date of such termination. In the event that the DISTRICT should terminate this AGREEMENT, payment to the ENGINEER will be made promptly for any fees earned prior to the date that the ENGINEER receives notice of such termination. The ENGINEER shall make no claim for additional compensation against the DISTRICT by reason of such termination. In the event of termination by either party, ENGINEER shall promptly return to DISTRICT all files, documents, plans, electronic or computer data, drawings, and all other items related to the DISTRICT.
- 6.12. SUCCESSORS AND PROHIBITION OF ASSIGNMENT: The DISTRICT and the ENGINEER each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party to this AGREEMENT, in respect to all covenants of this AGREEMENT; except as above, neither the DISTRICT nor the ENGINEER shall assign, sublet, or transfer its interest in this AGREEMENT without the written consent of the other.
- 6.13. **NO THIRD PARTY BENEFICIARIES:** Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DISTRICT and the ENGINEER.
- 6.14. <u>NOTICES:</u> Any notice required by this AGREEMENT shall be conclusively presumed to have been received if in writing and if delivered personally or sent by registered or certified mail, postage prepaid, to the party to be notified at that party's usual place of business.
- 6.15. <u>LEGAL INTERPRETATION:</u> This AGREEMENT shall be construed and interpreted in accordance with the law of the State of Ohio.

- Agreement and related Task Order(s), the ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, color, Vietnam Era and disabled veterans, age, handicap, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The ENGINEER further agrees to insert the foregoing provisions in all contracts hereunder except sub-contracts for standard commercial supplies or raw materials.
- 6.17. <u>WAIVER:</u> The waiver by either party of a breach or violation of any provision of this AGREEMENT shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- 6.18. **ENTIRE AGREEMENT:** This AGREEMENT contains the entire AGREEMENT of the parties and any Task Orders are incorporated herein. It may not be modified orally, but only by an agreement or Task Order in writing signed by both parties.
- 6.19. <u>DISPUTE RESOLUTION:</u> In case of any dispute, claim, questions, or disagreement arising from or relating to the Project or arising out of this Agreement or the breach thereof, the parties shall first attempt resolution through mutual discussion. If the parties cannot resolve any dispute, claim, question, or disagreement arising from or related to the a Task Order, or arising out of this Agreement or the breach thereof through mutual discussion, the parties shall, in good faith, participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to the parties. The parties shall not be required to mediate for a period greater than ninety (90) days unless otherwise agreed to in writing by the parties. However, either party may institute litigation at any time so as to avoid the expiration of a statute of limitations. The parties shall provide each other with copies of essential documentation relevant to the support or defense of the matter being mediated.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT this day and year first above written.

ENGINEER

CT CONSULTANTS INC

BY:

Shawn R. Aiken, PE

Date: 11-6-17

Date: 11-21-14

# MASTER SERVICES AGREEMENT BETWEEN THE ABC WATER AND STORM WATER DISTRICT AND

## **CT CONSULTANTS INC**

## **Hourly Rate Schedule**

Project Principle	\$194
Senior Project Engineer	\$158
Project Engineer	\$113
Funding Specialist	\$131
GIS Specialist	\$ 78
Designer	\$116
Senior Designer	\$161

## **MINUTES OF MEETING HELD DECEMBER 13, 2017**

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Boardman Township Government Center at 8299 Market Street, Boardman, Ohio 44512 on the above date at 2:00 p.m., the following members were present: Mr. Jason Loree, Mr. Michael Dockry and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

RESOLUTION 17-12-13-01: Motion was made by Mr. Dockry to approve the Minutes of the Regular Meeting held on November 21, 2017. Seconded by Mr. Loree.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

RESOLUTION 17-12-13-02: Motion was made by Mr. Loree to adopt the Resolution in accordance with Section 121.22(F) of the Ohio Revised Code and as attached to the minutes herein, the Resolution notifying the public and news media of Regular, Special, and Emergency meetings for calendar year 2018.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

RESOLUTION 17-12-13-03: Motion was made by Mr. Loree to approve the CDM Smith invoice # 80563899/2 for \$7,000.00 for the professional engineering services for the Storm Water Fee Implementation Requirements for Boardman and Canfield Townships (Task Order 2) from March 1, 2015 through July 31, 2016. Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	Х	

## **MINUTES OF MEETING HELD DECEMBER 13, 2017**

<u>RESOLUTION 17-12-13-04:</u> Motion was made by Mr. Loree to approve the CDM Smith invoice # 90030021for \$4,100.00 for the professional engineering services for the Storm Water Fee Implementation Requirements for Boardman and Canfield Townships (Task Order 2) from August 1, 2016 through October 21, 2017. Seconded by Mr. Dockry.

Roll Call
Aye
Mr. Dockry
Mr. Loree
X

X

**RESOLUTION 17-12-13-05:** Motion was made by Mr. Rogers to approve and pay all bills due.

Seconded by Mr. Dockry.

<u>Aye</u>	<u>Nay</u>
X	
X	
X	
	X X

There was no Old Business.

Mr. Rogers

There was no New Business.

**RESOLUTION 17-12-13-06:** Motion was made by Mr. Loree to adjourn at 3:02 p.m.

Seconded by Mr. Dockry.

Roll Call	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

Keith Rogers

President

Michael Dockry Jason Loree Secretary/Treasurer, Pro Tem

## ABC Water and Storm Water District

8299 MARKET STREET · BOARDMAN, OHIO 44512 · (330) 726-4177 · FAX: (330) 729-2054

Austintown
Michael Dockry
Secretary/Treasurer
mdockry@austintowntwp.com

Boardman
Jason Loree
Vice President
iloree@boardmantwp.com

Canfield

Keith Rogers

President

keith.ctt@zoominternet.net

Stephanie Landers, Assistant to the Secretary, slanders@boardmantwp.com

## ABC WATER AND STORM WATER DISTRICT

## PUBLIC NOTICE NOTICE OF REGULAR MEETINGS FOR 2018

The ABC Water and Storm Water District Board of Trustees will conduct Regular Meetings for the calendar year 2018, unless noted otherwise, in accordance with the Ohio Sunshine Law and the Open Meetings Act.

All meetings will take place as listed below, unless otherwise adjusted by public notice.

All meetings will be held at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio, unless adjusted through public notice, as follows:

February 21, 2018 May 30, 2018 July 25, 2018 October 24, 2018

Michael Dockry, Secretary

ABC Water and Storm Water District

Release Date: December 14, 2017