

MINUTES OF MEETING HELD MARCH 29, 2018

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 public and news media were given proper notice regarding this meeting.

RESOLUTION 18-03-29-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held on February 21, 2018.

Seconded by Mr. Loree.

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

RESOLUTION 18-03-29-02: Motion was made by Mr. Rogers to approve, to provide for the current expenses and other expenditures of said Board of Trustees during the fiscal year beginning January 1, 2018 and ending December 31, 2018, the sums shown on "Exhibit A", attached hereto and incorporated herein, be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made for and during said fiscal year.

Seconded by Mr. Loree.

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

RESOLUTION 18-03-29-03: Motion was made by Mr. Rogers to accept the McGowan Governmental Underwriters Insurance proposal for \$1,442.00 commencing April 3, 2018, through April 3, 2019.

Seconded by Mr. Loree.

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

RESOLUTION 18-03-29-04: Motion was made by Mr. Rogers to approve and pay all bills due.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD MARCH 29, 2018

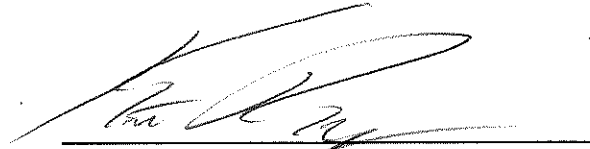
There was no Old Business.

There was no New Business.

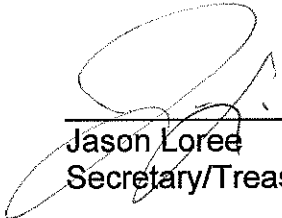
RESOLUTION 18-03-29-05: Motion was made by Mr. Rogers to adjourn at 3:05 p.m.

Seconded by Mr. Loree.

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



Keith Rogers
President



Jason Loree
Secretary/Treasurer, Pro Tem

MINUTES OF MEETING HELD APRIL 12, 2018

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 10:00 a.m., the following members were present: Mr. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend. The public and news media were given proper notice regarding this meeting.

RESOLUTION 18-04-12-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held on March 29, 2018.

Seconded by Mr. Loree.

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

RESOLUTION 18-04-12-02: Motion was made by Mr. Rogers to table the motion to approve the work authorization for CT Consultants as attached to these minutes per the breakdown established regarding payment of 75% for Boardman and 25% for Canfield as established per Resolution 13-03-06-05.

Seconded by Mr. Loree.

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

RESOLUTION 18-04-12-03: Motion was made by Mr. Rogers to approve and pay all bills due.

Seconded by Mr. Loree.

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

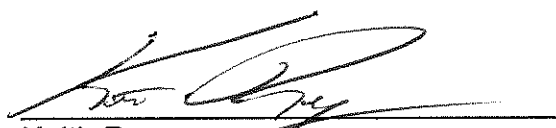
There was no Old Business.

There was no New Business.

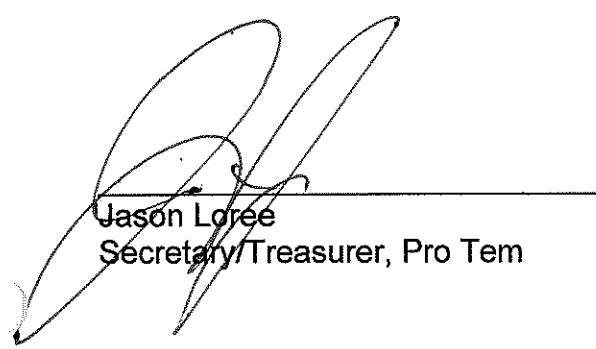
MINUTES OF MEETING HELD APRIL 12, 2018

RESOLUTION 18-04-12-04: Motion was made by Mr. Rogers to adjourn at 11:23 a.m.
Seconded by Mr. Loree.

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



Keith Rogers
President



Jason Loree
Secretary/Treasurer, Pro Tem

MINUTES OF MEETING HELD MAY 3, 2018

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. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

RESOLUTION 18-05-03-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held on April 12, 2018.
Seconded by Mr. Loree.

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

RESOLUTION 18-05-03-02: Motion was made by Mr. Rogers to approve the work authorization for CT Consultants as attached to these minutes per the breakdown established regarding payment of 75% for Boardman and 25% for Canfield as established per Resolution 13-03-06-05.
Seconded by Mr. Loree.

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

RESOLUTION 18-05-03-03: Motion was made by Mr. Rogers to approve and pay all bills due.
Seconded by Mr. Loree.

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

There was no Old Business.


There was no New Business.


MINUTES OF MEETING HELD MAY 3, 2018

RESOLUTION 18-05-03-04: Motion was made by Mr. Rogers to adjourn at 11:42 a.m.

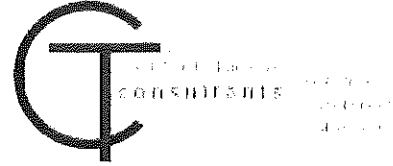
Seconded by Mr. Loree.

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


Keith Rogers
President


Michael Dockry
Secretary/Treasurer

work authorization



name: ABC Water and Stormwater District
8299 Market Street
Boardman, OH 44512

date: 3/16/2018

wa no.:

attn: Jason Loree, President ABC

phone: 330-726-4177 e-mail: jloree@boardmantwp.com

fax: 330-726-4175 web address: http://www.abcwaterdistrict.com/

project title: Stormwater Fee Implementation

project description: Stormwater Fee Implementation Engineering Services

project location: Townships of Boardman and Canfield

invoicing instructions: Hourly, Not-To-Exceed, CT Prevailing Wage Rates

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER. THIS AUTHORIZATION IS PURSUANT TO THE MASTER SERVICES AGREEMENT BETWEEN THE ABC WATER AND STORMWATER DISTRICT AND CT CONSULTANTS INC RECEIVED BY THE DISTRICT ON 11/7/17.

TERMS:

Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted.

ACCEPTANCE:

Upon the authorized signature of both parties to this contract, they agree to the above prices, specifications and conditions as satisfactory. Payments will be made as outlined above and work can proceed.

Owner Jason Loree ABC Water and Stormwater District Vice Pres. CT CONSULTANTS, INC.

By [Signature] Authorized Signature Mark Delisio P.E. Mark Delisio, P.E.

Date Accepted 06-12-18 Date 6/12/18

Please sign and return one copy to our office.

CT Consultants Fee Estimate
 ABC Water & Stormwater District
 Work Authorization - March 2018
 Subject: Stormwater Fee Implementation

Tasks	Sub-Tasks
Review of Existing Engineering & Legal Information	a Existing Information Review (CDM Smith Deliverables) b Obtain and review study, petition, plan, & bylaws from Boardman Township c Obtain and review draft or example resolution which Albers plans to use d Kickoff Meeting with Albers
Stormwater Management Planning	a Meeting with Boardman, develop program inventory, system inventory, and annual operating budget b Meeting with Canfield, develop program inventory, system inventory, and annual operating budget
Billing Implementation	a Meet with billing agent, provide necessary information (does not include update to master billing file based upon changes between 2013 & present)
Establish Stormwater Review and Appeals Protocol	a Review of Deerfield credit program, appeals process, & project ranking system
Public Outreach	a Assist District with 2 Community Type Meetings
Technical Advisement	a QAQC
Total	\$ 17,000.00

MINUTES OF MEETING HELD AUGUST 3, 2018

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. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

RESOLUTION 18-08-03-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held on May 3, 2018.

Seconded by Mr. Loree.

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

RESOLUTION 18-08-03-02: Motion was made by Mr. Rogers to approve and pay all bills due.

Seconded by Mr. Loree.

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

RESOLUTION 18-08-03-03: Motion was made by Mr. Loree to approve CT Consultants to perform a Water Service Feasibility Study for the District at a cost not to exceed \$59,000.00.

Seconded by Mr. Dockry.

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

RESOLUTION 18-08-03-04: Motion was made by Mr. Loree to enter into a Memorandum of Understanding with the City of Youngstown for a water agreement, as attached to these minutes.

Seconded by Mr. Dockry.

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

MINUTES OF MEETING HELD AUGUST 3, 2018


There was no Old Business.

There was no New Business.

RESOLUTION 18-08-03-05: Motion was made by Mr. Rogers to adjourn at 1:22 p.m.

Seconded by Mr. Loree.

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



Keith Rogers
President



Michael Dockry
Secretary/Treasurer

CITY OF YOUNGSTOWN

MAYOR JAMAE L TITO BROWN



DEPARTMENT OF LAW

JEFF LIMBIAN, DIRECTOR OF LAW

CITY HALL • 26 S. PHELPS STREET • YOUNGSTOWN, OHIO 44503

PHONE: (330) 742-8874 • FAX: (330) 742-8867

MEMORANDUM

BOARD OF CONTROL
DOCUMENT NO.

B 18-431

TO: Board of Control

FROM: Jeff Limbian, Law Director 

DATE: July 3, 2018

RE: Memorandum of Understanding between the City of
Youngstown and ABC Water & Storm Water District

Board of Control approval is requested to enter into the attached Memorandum of Understanding with ABC Water & Storm Water District, pursuant to the attached agreement.

The City of Youngstown will sell potable water services to ABC. However, the parties must first ascertain through a Feasibility Study which will determine the volume of water required to effectively service future potential customers and identify potential service areas. The City will sell water to ABC at a rate comparable to those rates which currently apply to other similarly situated neighboring governmental entities.

JL/db

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF YOUNGSTOWN AND
ABC WATER & STORM WATER DISTRICT**

This Agreement is hereby made this 5th day of July 2018, by and between the City of Youngstown (hereinafter CITY), 26 S. Phelps Street, Youngstown, Ohio 44503 and ABC Water and Storm Water District (Austintown, Boardman, Canfield) (hereinafter ABC) Collectively, the above will be referred to as "Parties".

WHEREAS, ABC has preliminarily determined it is in the best interest of the residents of its communities to provide potable water services to current and future potential customers of ABC; and

WHEREAS, ABC has determined that a Feasibility Study is necessary to identify potential service areas and determine the volume of water required to effectively serve such areas; and

WHEREAS, said Feasibility Study shall assist ABC to establish guidelines and time frames for the provision of such water services; and

WHEREAS, both parties are interested in achieving a bulk water purchase agreement whereby the CITY shall sell potable water services to ABC, provided, however, that the parties must first ascertain through said Feasibility Study the volume of water required to provide such services; and

WHEREAS, provided that the CITY agrees to and approves the volume of water determined necessary by ABC to provide such services, the parties shall thereupon enter into a bulk water purchase agreement to sell such services to ABC on such standard rates and terms as they are provided to other similarly situated purchasers located outside of the City of Youngstown.

NOW THEREFORE, CITY and ABC agree to the following:

1. The CITY will sell bulk water services to ABC provided CITY understands the needs of ABC and has the capacity to provide such water and fulfill those needs;
2. The CITY will sell water to ABC at a rate comparable to those rates which currently apply to other similarly situated neighboring governmental entities.;
3. The CITY is ready, willing, and able to enter into a bulk water purchase agreement with ABC provided that the CITY, based upon said Feasibility Study, determines that it has the capacity to provide such volume of water as required by ABC to provide such services, or such lesser volume of water as the PARTIES shall agree to;
4. ABC covenants that it will complete a Feasibility Study to determine its needs so that all PARTIES will understand the needs and capabilities of all PARTIES.

IN WITNESS WHEREOF, the Parties hereto affix their signatures on the date indicated.

WITNESS

Jruca Avery

CITY OF YOUNGSTOWN
BY: BOARD OF CONTROL

Jamael Tito Brown
JAMAEEL TITO BROWN, MAYOR

ABSENT

Jeff Limbian
JEFF LIMBIAN, LAW DIRECTOR

K. Miassek
KYLE MIASEK, FINANCE DIRECTOR

WITNESS

ABC WATER AND STORM WATER DISTRICT

Stephanie M. Sander

[Signature]

KEITH ROGERS, CHAIR, ABC MEMBER

[Signature]

JASON LOREE, ABC MEMBER

[Signature]

MICHAEL DOCKRY, ABC MEMBER

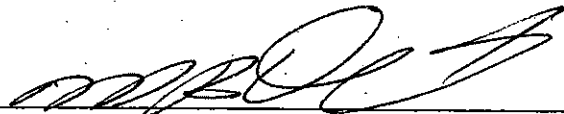
APPROVED AS TO FORM

[Signature]

DEPARTMENT OF LAW

CERTIFICATE OF AVAILABLE FUNDS

The undersigned, being the Treasurer of the Board of Trustees of the ABC Water and Storm Water District, Mahoning County, Ohio, hereby certifies that the funds necessary to meet the obligations of this contract in the current fiscal year have been lawfully appropriated for such purpose and are in the treasury of the District or are in the process of collection to the credit of an appropriate fund of the District, free from any previous encumbrance.



Treasurer, Board of Trustees of the ABC Water and Storm Water District

~~STATE OF OHIO~~

DATE: 3 August 2012

~~STATE OF OHIO~~

MINUTES OF MEETING HELD SEPTEMBER 12, 2018

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 4:00 p.m., the following members were present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

RESOLUTION 18-09-12-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held on August 3, 2018.
Seconded by Mr. Dockry.

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

RESOLUTION 18-09-12-02: Motion was made by Mr. Loree to approve and pay the Albers and Albers invoice for legal services for this month.
Seconded by Mr. Rogers.

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

RESOLUTION 18-09-12-03: Motion was made by Mr. Loree to authorize the ABC Water and Storm Water District to establish and maintain a uniform and compatible computerized financial management and accounting system known as the Uniform Accounting Network (UAN) with the Auditor of State.
Seconded by Mr. Dockry.

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

RESOLUTION 18-09-12-04: Motion was made by Mr. Loree to authorize the ABC Water and Storm Water District to establish a Post Office Box.
Seconded by Mr. Dockry.

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

MINUTES OF MEETING HELD SEPTEMBER 12, 2018

RESOLUTION 18-09-12-05: Motion was made by Mr. Loree to adopt the resolution to remove the foot bridge at 231 North Cadillac Drive pursuant to R.C. 6119.06(T), as attached to these minutes.

Seconded by Mr. Dockry.


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


A Storm Water presentation was then given by Mr. John Albers, Esq., Mr. Mark Delisio of CT Consultants, and Mr. Jason Loree, Vice President, of ABC Water & Storm Water District.

RESOLUTION 18-09-12-06: Motion was made by Mr. Loree to adjourn at 5:43 p.m.

Seconded by Mr. Rogers.

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


Keith Rogers
President


Michael Dockry
Secretary/Treasurer

RESOLUTION NO. 18-09-12-05

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 12th day of September, 2018 at 4:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present: Mr. Michael Dockry, Mr. Jason Loree & Mr. Keith Rogers

Mr. Loree moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Trustees of the ABC Water and Storm Water District:

1. That the District Board hereby declares the foot bridge at 231 North Cadillac Drive, Boardman, Ohio, to be an obstruction in the natural watercourse.
2. That the District board hereby approves the removal of said foot bridge pursuant to R.C. 6119.06(T).
3. 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.

Mr. Dockry moved to second the above.

Michael Dockry
Jason Loree
Keith Rogers

AYE 
AYE 
AYE 

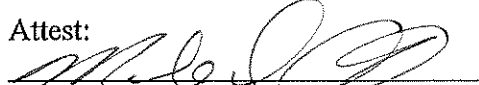
Adopted the 12th day of September, 2018.


Michael Dockry


Jason Loree


Keith Rogers

Attest:


Secretary, Board of Trustees

MINUTES OF MEETING HELD NOVEMBER 16, 2018

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. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. The public and news media were given proper notice regarding this meeting.

RESOLUTION 18-11-16-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held on September 12, 2018.
Seconded by Mr. Dockry.

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

RESOLUTION 18-11-16-02: Motion was made by Mr. Loree to approve and pay all bills for this month.
Seconded by Mr. Dockry.

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

RESOLUTION 18-11-16-03: Motion was made by Mr. Loree to adopt the ABC Water and Storm Water Regulations, as attached to these minutes.
Seconded by Mr. Dockry.

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

Motion passes 2-0-1.

RESOLUTION 18-11-16-04: Motion was made by Mr. Loree to adopt the Utility Billing Agreement between the ABC Water and Storm Water District, the Mahoning County Commissioners, and the Mahoning County Auditor, as attached to these minutes.
Seconded by Mr. Dockry.

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

MINUTES OF MEETING HELD NOVEMBER 16, 2018

RESOLUTION 18-11-16-05: 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 2019.

Seconded by Mr. Dockry.

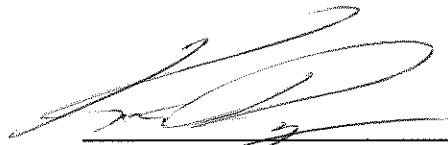
<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Dockry	X	
Mr. Loree	X	
Mr. Rogers	X	

Under New Business, Mr. Rogers stated that he is working with CT Consultants on the water expansion project. Mr. Mark Delisio, of CT Consultants, gave a brief update regarding the water expansion project. Mr. Platton stated that the State of Ohio Auditor's will be auditing the ABC District for the years of 2016 and 2017. He also stated that he will be attending UAN training in Columbus for two days. For 2019, he will be moving all of the financial transactions to their own stand-alone UAN system. In addition, a P.O. Box will be opened for the ABC District.

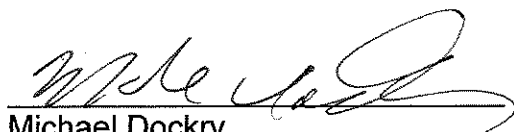
RESOLUTION 18-11-16-06: Motion was made by Mr. Dockry to adjourn at 2:10 p.m.

Seconded by Mr. Loree.

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



Keith Rogers
President



Michael Dockry
Secretary/Treasurer

RESOLUTION NO. 18-11-16-03

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 16th day of November, 2018 at 4:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present: Mr. Jason Loree, Mr. Keith Rogers and Mr. Michael Dockry.

Mr. Jason Loree moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Trustees of the ABC Water and Storm Water District:

1. That the District Board hereby approves and adopts the ABC Water and Storm Water District Regulations, as presented, attached hereto as **Exhibit A**.
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.

Mr. Michael Dockry moved to second the above.

Michael Dockry
Jason Loree
Keith Rogers

ABSTAIN
AYE
AYE
Motion passes 2-0-1.

Adopted the 16th day of November, 2018.

Michael Dockry
Michael Dockry

Jason Loree
Jason Loree

Keith Rogers
Keith Rogers

Attest:

Secretary
Secretary, Board of Trustees

ABC WATER AND STORM WATER DISTRICT

CODE OF REGULATIONS

Originally adopted 11-16-18 ; Resolution No. 18-11-16-03

By

The ABC Water and Storm Water District, Board of Trustees



Amendments:

(Originally _____; Resolution No. _____)

Amendment	Date of Amendment	Resolution	Change
1.			
2.			
3.			
4.			
5.			

Table of Contents

CHAPTER I GENERAL PROVISIONS.....	1
CHAPTER II STORM WATER CHARGES.....	7
CHAPTER III DRAINAGE ASSISTANCE POLICY	13
CHAPTER IV PURCHASING POLICY.....	18

ABC WATER AND STORM WATER DISTRICT
CODE OF REGULATIONS

CHAPTER I General Provisions

101. PURPOSE OF REGULATIONS: Storm water management is intended to provide for the safe and efficient capture and conveyance of storm water runoff, mitigate the damaging effects of storm water runoff, correct storm water problems, to fund activities of storm water management, comply with the Federal Clean Water Act, and include design, planning, regulation, education, coordination, construction, operations, maintenance, inspection and enforcement activities, all for the protection of the public health, welfare, and safety.
102. GOVERNING REGULATIONS: In the event of any conflict between these Regulations and the requirements of the Ohio EPA, the documents providing the highest or most stringent requirement, criteria, standard or rule shall govern.
103. DEFINITIONS: Unless the context specifically indicates otherwise, the following words and phrases when used in these Regulations shall have the meaning defined below:
- 103.01. "**Abatement**" means any action taken to remedy, correct, or eliminate a condition within, associated with, or impacting a drainage system.
- 103.02. "**Applicant**" means any Person, or a duly designated representative, applying for a credit for adjustment,
- 103.03. "**Approved plans**" means plans approved by the District according to a permits and plan review which will govern all improvements made within the District that require storm water facilities or changes or alterations to existing storm water facilities.
- 103.04. "**As Built Plans**" means the final plans for a development activity that are amended to include all locations, dimensions, elevations, capacities, features and capabilities, as actually constructed and installed.
- 103.05. "**Best Management Practices (BMP)**" means programs, technologies, processes, site layout techniques and criteria, operating methods, measures, or devices that control, prevent, remove, or reduce pollution.
- 103.06. "**Billing Address**" means the address at which the customer who is responsible for storm water services receives billings from the District. Billing addresses may, but need not, be the address at which said services are received.
- 103.07. "**Board**" means the Board of Trustees of the ABC Water and Storm Water District.
- 103.08. "**Building**" means any structure, or part of a building or structure, whether or not constructed for human habitation.

- 103.09. "**County**" means Mahoning County, Ohio, its Board of Commissioners and any department or employee of Mahoning County, Ohio.
- 103.10. "**Credit**" means an on-going reduction in a customer's storm water service fee given for certain qualifying activities which reduce either the impact of increased storm water runoff or reduces the District's costs of providing storm water management.
- 103.11. "**Customer**" means any person or entity who receives utility services provided by the District.
- 103.12. "**Detention**" means the prevention of, or to prevent, the discharge, directly or indirectly, of a given volume of storm water runoff into surface waters by providing temporary on-site storage.
- 103.13. "**Detention Facility**" means a facility, which, by means of a single control point, provides temporary storage of storm water runoff in ponds, parking lots, depressed areas, rooftops, buffed underground vaults or tanks, etc., for future release, and is used to delay and attenuate flow.
- 103.14. "**Developer**" A person, firm, or corporation that presumes to excavate or fill, build structures, or otherwise improve a specific parcel or tract of land.
- 103.15. "**Development**" means the improvement of tract(s) or parcel(s) of land with more than one structure or building ,or the alteration, construction, installation, demolition or removal of a structure, impervious surface, pipe, conduit, cable or line, above or below ground, or the clearing, scraping, grubbing, killing or otherwise removing the vegetation from a site; or adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging or otherwise significantly disturbing the soil, mud, sand or rock of a site.
- 103.16. "**Discharge**" means the flow of water from a project, site, aquifer, drainage basin, or other drainage facility.
- 103.17. "**District**" means the ABC Water and Storm Water District, Mahoning County, Ohio, its Board and its authorized representatives.
- 103.18. "**Dwelling Unit**" means any building or portion thereof designed or used exclusively as the residence or sleeping place of one or more families, but not including a tent, cabin, trailer or trailer coach except for mobile homes, boarding or rooming house, hotel.
- 103.19. "**Easement**" An acquired legal right to use the land of another for a specified purpose.
- 103.20. "**Equivalent Residential Unit (ERU)**" is a value assigned by the District equal to 4,764 square feet of impervious area applicable to a property within the District. ERU, and Single Family Unit, or "SFU" may be used interchangeably and shall have the same meaning.

- 103.21. "**Erosion**" means the wearing or washing away of soil by the action of water.
- 103.22. "**Facilities**" mean various storm water and drainage works that may include inlets, pipes, pumping stations, conduits, manholes, energy dissipation structures, channels, outlets, and other structural components.
- 103.23. "**Impervious area**" or "**Impervious Surface**" means areas that have been paved and/or covered with buildings and materials which include, but are not limited to, impervious concrete, asphalt, rooftop, and blacktop.
- 103.24. "**Improvements**" means any addition to the natural state of land which increases its value or utility, including buildings, street pavements with or without curbs and gutters, sidewalks, crosswalks, water mains, sanitary sewers, storm sewers, landscaping, street lighting, public utilities, paved parking areas, and other appropriate items.
- 103.25. "**Industrial Wastes**" means the liquid, gaseous or solid wastes resulting from any process of industry, manufacturer, trade, or business, or from the development, processing, or recovery of any natural resource which will pollute any water it enters. As distinct from domestic or sanitary wastes.
- 103.26. "**Maintenance**" means the action taken to protect, preserve, or restore the as-built functionality of any facility or system.
- 103.27. "**Non-Residential Developed Property**" means a Developed Property within the District that is not utilized for dwelling units.
- 103.28. "**Notice**" means a written or printed communication conveying information or warning.
- 103.29. "**NPDES**" means National Pollutant Discharge Elimination System.
- 103.30. "**NPDES Permit**" means a permit issued pursuant to Section 402 of the Clean Water Act.
- 103.31. "**May**" "May" is permissive (see "Shall").
- 103.32. "**Natural Outlet**" means any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- 103.33. "**Owner**" means all individuals, partnerships, associations, corporations or political subdivisions holding any title or interest in any property rights, easements and interest in any real property served or which may be served by a Primary or Secondary Drainage System.
- 103.34. "**Parcel**" means a specific part of a larger acreage of land.
- 103.35. "**Person**" means any individual, firm, company, association, partnership, society, corporation or group, whether a property owner, a contractor, or other, but not the District, Township or County.
- 103.36. "**Plat**" means a plan of a tract or parcel of land made by a surveyor registered in the State of Ohio showing public dedications, property lines, lot lines, and such other information as is required by law.

- 103.37. **"Pollution"** means the placing of any noxious or deleterious substances in any waters within the District or affecting the properties of any waters within the District in a manner which renders such waters harmful or inimical to the public health, or to animal or aquatic life, or to the use of such waters for domestic water supply, industrial or agricultural purposes, or recreation.
- 103.38. **"Premises"** means a tract of land, platted or unplatted.
- 103.39. **"Private Improvement"** means any Storm Drainage System which conveys storm water from a single Private Property to a Public Improvement.
- 103.40. **"Private Property"** means any Parcel owned by any Person.
- 103.41. **"Primary Drainage System"** means first and second order streams. (refer also to "Secondary Drainage System").
- 103.42. **"Professional Engineer"** or **"P.E."** means a licensed professional engineer registered in the State of Ohio, skilled in the practice of civil engineering and the engineer or record for a project under consideration.
- 103.43. **"Public Improvement"** means any Storm Drainage System which benefits the public by conveying, disposing or otherwise managing the Storm Water from multiple Parcels or from Public Property.
- 103.44. **"Public Property"** means any Parcel or Premises which is owned or controlled by the District, the County or the Township, including roads.
- 103.45. **"Residential Property"** means all single family homes, and each dwelling unit, i.e. duplex, triplex, condominium, and multi-family housing complex within the District.
- 103.46. **"Sanitary Sewer"** means a sewer that carries liquid and water carried wastes from residences, commercial buildings, industrial plants, and institutions, and to which storm, surface and ground waters are not legally admitted.
- 103.47. **"Secondary Drainage System"** means swales or Storm Drainage Systems, including inlet and outlet structures of the Secondary Drainage System which deposits water into the Primary Drainage System.
- 103.48. **"Sewage"** means any substance that contains waste products, excrement, or other discharge from the bodies of human beings or animals, which will pollute any water it enters. The standard strength for sewage shall be 200 ppm BOD and 200 ppm Suspended Solids.
- 103.49. **"Sewer"** means a pipe or conduit for conveying storm water, ground water, nonpolluted water, sewage or industrial waste water.
- 103.50. **"Square Footage Of Impervious Area"** means, for the purpose of assigning an appropriate number of ERUs to a parcel of real property, the square footage of all impervious area using the outside boundary dimensions of the impervious area to include the

- total enclosed square footage, without regard for topographic features of the enclosed surface.
- 103.51. **"Storm Sewer"** means a sewer which carries storm water, surface runoff, street wash waters, and drainage, but which excludes sanitary sewage and industrial wastes, other than unpolluted cooling water.
- 103.52. **"Storm Drainage System"** means all man-made Facilities, structures and natural watercourses outlets, or swales or ditches, and sewers which carry storm water, ground water, surface water and subsurface drainage water, but not streams.
- 103.53. **"Storm Water"** means storm water runoff, snow melt runoff, and surface runoff and drainage.
- 103.54. **"Storm Water Design Standards"** means the designed standard presented in the Mahoning County Drainage Criteria and Stormwater Manual and such other standards that may be adopted by the District and/or County from time to time.
- 103.55. **"Storm Water Management System or Facilities"** Refers to the existing, designed, and/or constructed features which collect, convey, channel, store, inhibit, or divert the movement of storm water. These features include, but are not limited to, any and all of the following: conduits, pipes and culverts, including appurtenant features such as catch basins, inlets, manholes, and headwalls; channels, ditches, flumes, curbs, streets and other paved areas in the public right-of-way (e.g., sidewalks); all watercourses, standing or flowing bodies of water, wetlands, and detention ponds, retention ponds, and other BMPs. While some such facilities may be isolated in a given storm event, all are interconnected in a given storm water management system for a storm event exceeding a certain magnitude.
- 103.56. **"Shall"** "Shall" is mandatory (see "May").
- 103.57. **"Storm Sewer or Storm Drain"** means a sewer which carries storm and surface waters or drainage, but that excludes sewage and polluted industrial wastes.
- 103.58. **"Storm Water Utility/District"** means the ABC Water and Storm Water District.
- 103.59. **"Storm Water Utility Fee"** means the Fee or charge defined in Section 205 hereof.
- 103.60. **"Substantial Completion"** means the Owner is able to use the Property for its intended use.
- 103.61. **"Toxic"** means being capable of adversely affecting any organism upon assimilation or exposure.
- 103.62. **"Township"** means Boardman Township, Mahoning County, Ohio and Canfield Township, Mahoning County, Ohio. Where only Boardman Township or only Canfield Township is meant, Boardman or Canfield will be used.

- 103.63. **"Township Property"** means property or facilities owned by Boardman Township or Canfield Township.
- 103.64. **"Tract"** means a continuous expanse of land.
- 103.65. **"Vacant Land"** means a lot or parcel of land that is without any building, structure or improvement, including impervious surfaces, but does not include recreation, green or open space created around private or public facilities nor parcels connected or contiguous thereto for the same or similar uses.
- 103.66. **"Wastewater"** means any water containing sewage or industrial waste or other pollutants or contaminants derived from the prior use of such water.
- 103.67. **"Watercourse"** means a channel in which a flow of water occurs, either continuously or intermittently.
- 103.68. **"Water Quality"** Those characteristics of a receiving water that relate to its physical, chemical, biological or radiological integrity.
- 103.69. **"Water Quantity"** means those characteristics that relate to the rate and volume of storm water and / or flow within the storm water management system.
- 103.70. **"Watershed"** means those drainage areas contributing storm water to a single point.
104. **ACCESS TO PROPERTY:** Any duly authorized representative of the District bearing proper credentials and identification shall be permitted to enter upon all properties within the District for the purpose of inspecting, measuring, sampling, testing or any other purpose related to District storm water functions and in accordance with the provisions of these Regulations and Ohio Law.
105. **MALICIOUS MISCHIEF:** No person shall maliciously, willfully, or negligently break, damage, destroy, deface, cover, or tamper with any part of the storm water system.
106. **AMENDMENTS, CHANGES:** The District reserves the right at any time to alter, amend or add to these Regulations.
107. – 198. **RESERVED**
199. **PENALTY:** Whoever violates any provision of these Regulations or District directives pursuant to these Regulations shall be subject to the remedies allowed by these Regulations and by law, be liable for the cost of damages and the repairs incurred by the District, be subject to fines and penalties, be subject to the certification of unpaid charges to the Mahoning County Auditor for placement upon the tax duplicate, and/or be denied future permits for so long as the violation continues.

ABC WATER AND STORM WATER DISTRICT
CODE OF REGULATIONS

CHAPTER II STORM WATER CHARGES

201. **STORM WATER MANAGEMENT UTILITY:** There is hereby established the ABC Water and Storm Water District's "Storm Water Management Utility".
202. **STORM WATER CHARGE NECESSARY:** Chapter II establishes storm water rates and user service fees. Monies collected from these fees are to be utilized for the management of storm water. It is hereby determined necessary for the protection of public health, safety, and welfare and to conform with federal, state, and local laws and regulations that a system of charges for storm water service be established which allocates the cost of providing storm water service to each user in such a manner that the allocated costs are proportionate to the cost of providing storm water service to that user, insofar as those costs can reasonably be determined.
203. **POWERS OF THE BOARD:** The District Board shall have full power and authority, as provided in Chapter 6119 of the Ohio Revised Code, to plan, design, construct, manage, and operate any storm water related water resource project or water management facility, as the Board shall determine in its discretion. Further the District Board may accept from residents of Boardman Township, requests for assistance as it may determine, in its discretion, to alleviate storm water flooding or encroachment, in accordance with Chapter IV of these Regulations. Storm water service fees levied pursuant to this chapter may be collected by the District or its agent, including Mahoning County. Notwithstanding other provisions of the District regulations, the Board or its designated agent shall make and enforce such regulations as may be deemed necessary for the safe, economical, and efficient management and protection of storm water systems within the District; for the construction and use of storm sewers and connections to the storm water system consistent with policies established by the District; and for the regulation, collection, rebating and refunding of such storm water fees.
204. **DEPOSITS, FEES AND CHARGES:** The Board of Trustees of the District shall establish the deposits, fees and charges for storm water services. These deposits, fees and charges shall be listed in a Deposit, Fee and Charge Schedule which shall be approved by the District Board. The same may include any surcharges, penalties or interest which may be applicable. The approved schedule in force on the date a deposit, fee or charge is required shall govern the amount of the deposit, fee or charge.
205. **STORM WATER UTILITY FEE:** A Storm Water Utility Fee shall be imposed on each and every lot and parcel of land with impervious surface, as identified by

the District, within Boardman and Canfield Townships, and shall be paid by those liable thereof. This Fee may be used to pay for the repair, replacement, planning, improvement, operation, regulation, administration and maintenance of certain specified components of the existing and future storm water systems within the District, storm water projects determined necessary by the Board to improve storm water drainage and for compliance with all local, state and federal requirements.

206. **STORM WATER RATE ESTABLISHMENT PROCEDURES:** Storm water rates, including the Storm Water Utility Fee, shall be designed to recover the cost of the District providing storm water service for the time period under consideration, including compliance with all local, state and federal regulations. Rates shall be established so as to maintain adequate funds to provide for reasonably expected variations in the cost of providing services, as well as variations in the demand for services and governmental requirements. The Board or its designee shall prepare an annual storm water rate report with a recommended rate schedule. This report shall contain data utilized in the determination of said storm water rates. For each year after the adoption of the initial rates, the report will be presented to the full Board during October. The Report will recommend appropriate storm water rates to become effective January 1 of each subsequent year. However, if circumstances warrant more or less frequent reviews, the Board may adjust rates at any time and as frequently as necessary to meet the needs of the District.
207. **BILLING CYCLES:** A storm water bill may be rendered on either a monthly, bi-monthly (once every two months), quarterly (once every three months), biennial (twice every 12 months), or annual (once every 12 months) basis.
208. **BILLING SERVICES:** All billing services, except the certification of delinquent charges to the Mahoning County Auditor, shall be performed by the Mahoning County Auditor, pursuant to the agreement between the District and the Mahoning County Auditor, or such other provider of such services as the District may select.
209. **TERMS OF PAYMENT:** For properties which, on the date of the adoption of these regulations by the District, receive a property tax bill from Mahoning County, District charges will be included on those bills, unless the owner of the property requests, in writing, that the bill be sent to some other address specified by the Owner, or the District determines that the bills should be sent to some other address. For all other properties, the District shall provide Mahoning County with the billing information for such properties. All payments shall be due on the date designated by Mahoning County, and any sums not paid by such date shall be considered delinquent and subject to a 10% penalty.
210. **CHANGE OF OWNERSHIP, LIABILITY OF UNPAID BILLS:** When a property which receives a storm water bill from the District changes ownership, the person

who will become the new owner shall, within fifteen (15) days of change of ownership, notify Mahoning County of the change in ownership. Failure to notify the County of the change in ownership within fifteen (15) days of the change in ownership will subject the new owner to be liable for all past due amounts for that property, and any other remedies allowed by law.

211. IMPERVIOUS AREA BASIS: The Storm Water Fee for any property, lot or parcel of land shall be based upon the estimated quantity of impervious area situated thereon.
212. EQUIVALENT RESIDENTIAL UNIT STANDARD: All properties having impervious area within the District will be assigned an equivalent residential unit (ERU), or a multiple thereof. Fractional ERU calculations shall be rounded to the nearest tenth of an ERU. One ERU shall consist of 4,764 square feet of impervious surface. The Board shall revisit the square foot definition of the ERU from time to time as deemed necessary by the Board.
213. RESIDENTIAL PROPERTIES: All developed residential properties shall be assigned an ERU rate based upon the estimated impervious area, in accordance with the tiered residential rate structure, as set forth in "Appendix 3", which is hereby incorporated into these Regulations, and shall have the same force and effect as these Regulations.
214. NON-RESIDENTIAL PROPERTIES: Non-residential properties will be assigned an ERU value based upon impervious surface, as determined by the District.
215. CHARGE: The Storm Water Fee as prescribed in the rate schedule is as follows:
 - 215.01. \$3.12 per month per equivalent residential unit (ERU).
216. RIGHT TO APPEAL: Owners may challenge the ERU multiple assigned to their property by filing an appeal with the Board for adjustment thereof, stating in writing the grounds for the appeal. The Board shall cause appropriate investigation thereof and report the findings to the appellant. The Board or the Board's designee, shall consider the appeal and determine whether an adjustment of the ERU multiple for any such lot or parcel is necessary, and adjust such ERU multiple if appropriate.
217. NEW CONSTRUCTION: When an improvement is constructed on a previously empty lot, the District's Storm Water Fee shall be activated upon Substantial Completion at the discretion of the District.
218. INACTIVE ACCOUNTS: Mahoning County may permit an account to be "inactive" for a period of time. During such status, the District Storm Water Fee shall continue to apply to the account.

219. LIEN ON PREMISES: Each Storm Water Fee rendered under or pursuant to these regulations is hereby made a lien upon the corresponding lot, parcel of land, building or premises if the same is not paid when due and payable. At the time the District deems it appropriate, said charges may be certified to the Mahoning County Auditor, who shall place the same on the tax duplicate of the County with the interest and penalties allowed by law and be collected as other taxes are collected.
220. UTILITY BILLING AGREEMENT: The Utility Billing Agreement between the District and Mahoning County, including the policies and procedures therein, are hereby incorporated into these Regulations.
221. ADJUSTMENT AND CREDITS: The District's *Adjustment and Credit Policy* allows for adjustments and credits to the District's Storm Water Fee. This Policy is attached hereto as "Appendix 1", is hereby incorporated into these Regulations, and shall have the same force and effect as these Regulations.
222. CHARGES FOR DAMAGES TO STORM WATER SYSTEM: When any person causes an obstruction of, or damage to, or any other impairment to any part of a storm water System or the treatment process, a charge shall be levied by the District against the Owner from whose premises the damage originated or, if no premise is involved, the responsible person. The charges shall be for the cost of the work required to clear and/or repair the part of the storm water system. The District shall add such charge to the usual service charges, surcharges, and fees, or bill the responsible person. Failure to pay the bill within 30 days of its receipt shall subject the person to the provisions of Section 199.
223. LATE PAYMENT PENALTIES: Each time a Storm Water Fee is considered to be late, a late fee in the amount of ten percent (10%) of the total amount due shall be applied to the account. The assessment of the late fee will be applied twice annually.
224. OPPORTUNITY FOR HEARING: Prior to the termination of water services pursuant to the policies and procedures of Mahoning County, the recipient of those services shall be afforded the opportunity for a hearing. Any request for such hearing shall be in writing and directed to both Mahoning County and the District.
225. ADDITIONAL CHARGES: The District may levy an additional charge to any customer for any of the following reasons:
- 225.01. For any actions contrary to these Regulations or for any violation or failure to comply with these Regulations.
- 225.02. For willful misrepresentation as to any material facts related to storm water services.

- 225.03. For tampering with or damaging any storm water component or control device either under the control of, or belonging to the District, or any other component affecting other properties.
- 225.04. For connecting a sanitary sewer line or non-storm water pipe directly or indirectly with any other source of waste water to the storm water system.
- 225.05. For denial to the District of reasonable access to the premises.
- 225.06. Non-payment of any District deposits, fees or charges.
- 226. FEE TIMING: All District Storm Water Fees are billed in advance of the time period they cover, regardless of the frequency of billing.
- 227. REFUND POLICY: In the event that a storm water account includes a credit amount, due to overpayment for any reason, refunds and credits of such amounts shall be considered on a case-by-case basis, based on the following:
 - 227.01. When an account includes a credit amount of one thousand dollars (\$1,000.00) or more, the District will issue a refund check, for the entire credit amount, to that customer.
 - 227.02. When an account includes a credit amount less than one thousand dollars (\$1,000.00), that account will be issued a credit in that amount. The District will instruct its billing agent to apply any such credit amount toward the next invoice(s) for said account until such credit is exhausted. However, upon request of the customer, the District may issue a refund check instead of the account credit.
 - 227.03. When the ownership of a property changes and the account for that property includes a previously issued credit, refunds or partial refunds may be considered only for credit amounts which apply to subsequent biennial invoice periods.
 - 227.04. When a Customer has paid District fees for an invoice period and the ownership of the property changes during such invoice period, the District will not issue credits or refunds to the Customer for the portion of such payment period remaining after the date of the property ownership change.
 - 227.05. The District Board reserves the right to issue refunds, other than as described in this Section 228, under circumstances which it deems, in its sole judgment, to be extraordinary.

228. – 298. Reserved

299. **PENALTY:** Whoever violates any provision of this Chapter or District directives pursuant to this chapter shall be subject to the remedies of Section 199 **PENALTY** of these Regulations.

ABC WATER AND STORM WATER DISTRICT
CODE OF REGULATIONS

CHAPTER III DRAINAGE ASSISTANCE POLICY

301. PURPOSE: To clarify the District's policies and procedures with respect to the management of Storm Water runoff issues.
302. PROCEDURE: Any request to the District Board for assistance ("Request") must be submitted on the District's "Request for Assistance" form. Upon receipt of a Request for Assistance, the Board shall consider said Request and, after performing a preliminary investigation, determine whether District involvement is appropriate and whether such Request involves construction, repair or reconstruction which would meet one of the four criteria to be eligible for financial assistance according to the policy in Section 303 herein.
- 302.01. If, following a preliminary investigation, the Board determines that (i) District involvement is appropriate and (ii) the Request involves construction, repair or reconstruction meeting one of the four criteria in Section 303 and (iii) is not otherwise excluded from consideration by Section 303, then the Board may do one or more of the following, if sufficient funding is available for such purpose(s):
- A. provide a technical evaluation of the issue, either through the District's consulting engineer or any other appropriate entity, or
 - B. provide the Requesting party with any existing reports, studies or other information which the District maintains in its records and which may provide insight into the nature or cause of the problem, subject to applicable copying charges; or
 - C. enter into an agreement with the District's consulting engineer or any other appropriate entity to develop a solution to the problem; or
 - D. provide information on possible funding sources, including the District, that may be available to the resident or parcel owner to correct the problem; or
 - E. provide District funding in accordance with Chapter IV herein, to be applied toward some or all costs related to the construction, repair or reconstruction of Public Improvement projects which comply with the Policy contained in Section 302 of these Regulations.
 - F. Construct, repair or reconstruct Public Improvements financed in whole or in part through special assessments

levied upon properties which may benefit from the Public Improvements.

302.02. If, after performing a preliminary investigation, the Board determines that District involvement is appropriate and the Request does NOT involve construction, repair or reconstruction meeting one of the four (4) criteria in Section 303 and if sufficient funding is available, the Board may do one or more of the following:

- A. provide the Requesting party with any existing reports, studies or other information which the District maintains in its records and which may provide insight into the nature or cause of the problem, subject to applicable copying charges; or
- B. provide information on possible funding sources that may be available to the resident or parcel owner to address the issues presented in the Request; or
- C. if the Request is to evaluate a Storm Water quantity issue which results in flooding or road ponding, then the Board may provide a technical evaluation of the issue, either through the District's consulting engineer or any other appropriate entity and/or design a solution to the flooding or road ponding.

303. POLICY: To the extent permitted by budgetary limitations, it shall be the District's policy to attempt to assist the property owners within the District in resolving Storm Water flooding and drainage issues.

303.01. Any real property owner within the limits of the District may present such issues to the District Board and request that the District Board consider providing District assistance in the resolution of such issue.

303.02. It shall be the policy of the District that District funds, at the Board's sole discretion, May be expended to pay for some or all costs associated with the District's construction, repair or reconstruction of Public Improvements, but only if such Public Improvements meet all of the elements of at least one of the following four criteria:

- A. Criterion 1 Such Public Improvements are:
 - i. located within a "storm sewer" or "drainage" easement as designated on a plat recorded in the Mahoning County Recorder's office; and
 - ii. such Public Improvement projects are not a part of the installation of a storm water management system

included as part of the development of undeveloped land.

- B. Criterion 2 Such Public Improvements are:
 - i. or should be located within a Primary Drainage System or a Secondary Drainage System or involve the construction, reconstruction or repair of a Primary Drainage System or a Secondary Drainage System.
- C. Criterion 3 Such Public Improvements are:
 - i. necessary to alleviate unreasonable amounts of surface water infiltration of a Private Property; and
 - ii. said unreasonable surface water infiltration is caused by, or, in part, contributed to, by the conveyance of water from Public Property, to the Private Property.
- D. Criterion 4 Such Public Improvements are:
 - i. located within a road right-of-way; and
 - ii. the Township and the County are unable to perform said Public Improvements.

303.03. It shall be the policy of the District that District funds shall not be expended to pay for any costs associated with the construction, repair or reconstruction of projects that do not meet at least one of criteria in Section 303.02 herein, including, but not limited to:

- A. Private Improvement projects.
- B. Projects or studies that address Storm Water issues caused by runoff from one or more Private Properties to one or more other Private Properties.
- C. The construction, repair, or reconstruction of improvements on private property, natural or man-made, for the purposes of stream bank stabilization. However, District funding is available to construct, repair or reconstruct improvements on private property, natural or man-made, for the purposes of stream bank stabilization to address such conditions if:
 - i. such improvements significantly address water quality; or
 - ii. such improvements significantly address flooding issues; or
 - iii. the stream bank erosion: (i) is unreasonable, and (ii) is adjacent to the discharge of a Public Improvement, and (iii) is the direct result of the discharge of said Public Improvement.

- D. The construction, repair, reconstruction, dredging or other maintenance of detention or retention basins, except for outlet structures which empty into such basins.
- 303.04. The District shall not reimburse a Person for the costs associated with any project constructed by the Person or pursuant to a contract awarded by the Person. However, the District May reimburse any other political subdivision for costs associated with a project provided that such reimbursement is pursuant to a written agreement between the District and the other political subdivision.
- 303.05. When feasible, the District Board may also initiate any Storm Water project, evaluation or study the Board deems necessary and appropriate and contribute funding toward the completion of the same in any amount the Board deems appropriate and feasible.
304. RANKING PROCEDURE: If the District determines that a Request for Assistance involves the construction, repair or reconstruction of a Public Improvement and otherwise meets one of the four (5) criteria in Section 303.02 herein to be eligible to be considered for possible District financial assistance, the District shall rank the Request according to the following procedure and the methodology outlined in Section 305 and Appendix 2 of these Regulations. All qualified Requests will be prioritized according to the rank number resulting from the applicable ranking methodology. All unresolved Requests will be regularly re-evaluated in relation to other Requests, at which time their ranking may change. Subject to available funding, any District financial assistance may be allocated to qualified Requests in the order of their rank Number. District financial assistance, if available, may be in any amount, as determined feasible and appropriate by the District Board. As necessary, the District Board reserves the right to deviate from the above ranking procedure when, in its sole judgment, it determines that emergency conditions, or special circumstances exist. The Board also reserves the right to disqualify any Request for Assistance found to contain intentionally falsified information or other deception. The Board shall promptly notify the Requesting party if the Request is deemed ineligible for District assistance.
305. RANKING METHODOLOGY: Requests for Assistance involving Eligible Public Improvements shall be prioritized according to the *Ranking Methodology* shown on Appendix 2 of these Regulations, which is hereby incorporated into these Regulations, and shall have the same force and effect as these Regulations.
306. PUBLIC IMPROVEMENTS ON PRIVATE PROPERTY; EASEMENTS:
- 306.01. Where required, Public Improvements may be constructed on Private Property within an Easement conveyed by an Owner to the District.

- 306.02. Following the initial construction and installation of the Public Improvements, it shall be the responsibility of the Owner to operate, maintain, and keep such Improvements in good working order, free from vegetation, debris, garbage, or other obstructions.
- 306.03. Further, the District shall have no duty or obligation to maintain said Improvements, and no liability in the event that Owner fails to maintain the same in good working order.
307. - 398. RESERVED
399. PENALTY. Whoever violates any provision of this Chapter or District directives pursuant to this chapter, including the submission of an intentionally falsified Request for Assistance or other deception shall be subject to the remedies of Section 199 PENALTY of these Regulations.

ABC WATER AND STORM WATER DISTRICT
CODE OF REGULATIONS

CHAPTER IV PURCHASING POLICY

401. **PURCHASE ORDERS – CERTIFICATION:** Purchase orders shall be used to approve purchase commitments and to encumber funds against the available appropriation account(s) according to Administrative Rule. Section 5705.41 R.C. states that no contracts or orders involving the expenditure of money may be made unless the treasurer has certified that “the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.” The vehicle normally used to present this certification is the purchase order.

The process of using purchase orders not only facilitates the ordering of merchandise/services, it is also part of the budgetary process. The amount of each purchase order shall be posted to the proper appropriation ledger page(s). This is known as “encumbering” or “setting aside” a portion of the appropriation. The treasurer’s certificate typically appears on the bottom of the purchase order. This states that the funds are available and/or are in the process collection. This means that the District has appropriations and the cash to pay for this purchase or the money is estimated to be collected. The posting of this purchase order reduces the amount of available appropriation. When an appropriation accounts reflects zero, then no more purchase orders should be entered into until the taxing authority increases that account’s appropriation.

Any contract made without this certification shall be void and no warrant shall be issued in payment. However, there is a “then and now” certificate that may be issued. This provision allows for the district trustees to approve a purchase order after goods or services have been purchased if there were unencumbered appropriations at the time the contract or order was placed (then) and currently (now) there are unencumbered appropriations. If the order is for \$1,000 or less the treasurer may authorize the expenditure without trustee approval. The administrative assistant may spend up to \$250 without trustee approval. Otherwise, the district trustees must pass a resolution authorizing the payment for the goods or services.

402. **TYPES OF CERTIFICATION:** There are two types of certification (purchase orders) that the District will consider using – regular purchase orders and then and now purchase orders.

402.01. **Regular** – A regular certification (purchase order) is issued when the purchase of a specific item(s) is planned. It can be for any amount and is good until the contract is fulfilled or canceled. This

certification certifies that the amount required to meet the obligation in the fiscal year in which the contract is made, has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate only needs to be signed by the fiscal officer. However, expenditures towards purchase orders will still be presented to the trustees for approval.

- 402.02. **Then and Now** – If prior certification of funds by the treasurer was not obtained before the contract or order involving the expenditure of money was made, then and now certification (purchase orders) can be used. The treasurer may instead certify that there was, at the time the contract or order was made, and at the time of the execution of the certificate, a sufficient sum appropriated for the purpose of the contract and in the treasury or in the process of collection to the credit of an appropriate, free from any previous encumbrances. Thus, the treasurer is certifying that there were appropriations available and funds in the treasury or in the process of collection at the time the contract or order was made (then), and there are still sufficient appropriations and funds in the treasury or in the process of collection at the time the certificate is being issued (now). When the treasurer is using a then and now certificate, the treasurer must obtain the District trustees' approval by resolution.

Purchase orders should be numbered consecutively. Each purchase order should be made out in triplicate by the purchasing authority. Two copies should be filed with the treasurer who will complete both and forward one copy to the vendor. The treasurer's copy should be used as a source entry for posting in the appropriation ledger. The third copy should be returned to the individual initiating the purchase order or requisition, as the case may be. Also the third copy should serve as a receiving report and be returned to the treasurer once the items are received and verified. The third copy of the purchase order should then be attached to the voucher along with the invoice.

**CODE OF REGULATIONS – APPENDIX 1
ADJUSTMENT AND CREDIT POLICY
ABC WATER AND STORM WATER DISTRICT**

Table of Contents

SECTION 1 - INTRODUCTION 2

 1.1 DEFINITIONS..... 2

SECTION 2 – STORM WATER UTILITY FEE ADJUSTMENT AND CREDITS 2

 2.1 ADJUSTMENTS AND CREDITS PROCEDURES 2

 2.2 GENERAL APPLICATION AND EVALUATION PROCEDURES 2

 2.3 APPLICATION AND EVALUATION PROCEDURES FOR STORM WATER UTILITY FEE
 ADJUSTMENTS..... 3

 2.3.1 Adjustments for On-Site Retention..... 4

 2.4 STORM WATER UTILITY FEE CREDITS 5

 2.4.1 Storm Water Utility Fee Credit Components 6

 2.5 IN-KIND SERVICES..... 9

SECTION 3 - APPEALS 9

Exhibit 1-A - Storm Water Utility Fee Forms, Numbers 1 through 4

Section 1 - Introduction

The ABC Water and Storm Water District (the District or "the District"), formed by Austintown Township, Boardman Township, and Canfield Township under the auspices of Section 6119 of the Ohio Revised Code, established a Storm Water Utility Fee on _____, with the passage of Resolution No. _____. The Storm Water Utility Fee provides the District with the authorization to establish and collect just and equitable rates, fees, and charges for the services and facilities provided by the Storm Water Utility Fee system.

The District's Storm Water Utility Fee establishes a mechanism for billing the costs of operating and maintaining the District's storm water management system, and financing the necessary repairs, replacements, improvements, and extensions. The District's resolution provides the mechanisms for billing and payment and establishing the Storm Water Utility Fee. This Adjustment and Credit Policy outlines the guidelines under which the District will grant adjustments and credits to Storm Water Utility Fees.

1.1 Definitions

The definitions in CHAPTER 1 of the District's Regulations shall be used in this Appendix, unless the context of any section of this Appendix specifically indicates that definitions are not applicable.

Section 2 – Storm Water Utility Fee Adjustment and Credits

2.1 Adjustments and Credits Procedures

The following procedure addresses both adjustments and credits of Storm Water Utility Fees. The District grants Storm Water Utility Fee adjustments when customers identify incorrect information contained in the District's billing database. Adjustments typically occur when the District has incorrectly delineated the impervious area within a nonresidential property, or when a residential customer is incorrectly assigned an incorrect storm water billing unit.

Storm Water Utility Fee Credits are associated with the construction, operation, and maintenance of privately-owned storm water facilities that provide beneficial use to the District. Both residential and nonresidential customers can qualify for Storm Water Utility Fee adjustments; whereas only nonresidential customers qualify for Storm Water Utility Fee credits.

2.2 General Application and Evaluation Procedures

Exhibit 1-A contains Storm Water Utility Fee Forms that are used to apply for an adjustment or credit. The District Board, or designee, will review adjustment and credit

applications within a 90-day period from the date of filing. Fee changes shall be retroactive for the Storm Water Utility Fee's initial year and will not exceed one year; subsequent evaluations will allow fees to be reduced from the date of the application.

2.3 Application and Evaluation Procedures for Storm Water Utility Fee Adjustments

Applications for an adjustment to the Storm Water Utility Fee shall be submitted to the District Board, or a designee with authority to administer this policy. Review criteria for the adjustment of fees are established herein. All requests under this Adjustment and Credit Policy shall be judged on the basis of the information provided by the Applicant, with verification as deemed necessary by the District, consisting of the number of dwelling units and the amount of impervious area on the site. Information related to impervious area must be certified by a professional land surveyor registered in the State of Ohio.

Any owner who believes that an incorrect number of Equivalent Residential Units (ERUs) is used to calculate the owner's Storm Water Utility Fee may submit an adjustment request on the appropriate form supplied by the District. Storm Water Utility Fee Form No. 1 is for residential ERU adjustments and Storm Water Utility Fee Form No. 2 is for nonresidential ERU adjustments.

Storm Water Utility Fee adjustments shall be granted when the applicant demonstrates that one or more of the following conditions exist:

- The property contains a different number of dwelling units than used to define the number of ERUs. The ERU tier assigned to each residential property was developed using available county data and a regression analysis which estimates impervious area of each residential property from a representative sample. Therefore, the residential tier assigned to each property is non-negotiable.
- For non-residential properties only; Runoff from an impervious area meets the standards of section 2.3.1
- For non-residential properties only; On-site gravel is not compacted, not used for vehicular traffic, and not impervious. The District may grant adjustments for non-compacted gravel areas used for landscaping or other purposes. The District considers all compacted gravel areas (drives, storage areas, etc.) as impervious areas, and as such, no adjustment will be granted. The District Board will determine the intended purpose of gravel areas based on the information provided by the Applicant.

The first step in the adjustment process will be a review of the number of dwelling units and/or the District's calculation of the impervious area. If resolution is not achieved, the District may request the customer to provide supplemental information to the District including, but not limited to, survey data prepared by an Ohio registered Professional Surveyor (P.S.) that presents the amount of impervious area and compacted gravel area on a parcel and/or engineering reports prepared by an Ohio registered

Professional Engineer (P.E.). Failure to provide such information, if required by the Board, may result in the denial of the adjustment request.

The District Board, or designee, shall respond in writing to all adjustment requests. The response shall provide an explanation of adjustment approval or denial as well as requests for additional information. Adjustment denials may be appealed to the District Board, or designee, as presented in Section 3.0.

2.3.1 Adjustments for On-Site Retention

Portions of the impervious area within a parcel may be deducted from the total impervious area of the parcel if the property owner can demonstrate that the runoff meets the criteria set forth in the Mahoning County Drainage Criteria and Stormwater Manual, specifically the Critical Storm Method as defined in Section 3.

$$\text{Adjusted Billing Units} = \text{Total Billing Units} - [(I_r/I_{ERU}) * D]$$

where:

Total Billing Units = Total billing units (ERUs) based on all impervious area on property

I_r = Amount of impervious area with runoff retained on-site, sq. ft.

I_{ERU} = amount of impervious area in 1 ERU = 4,764 sq. ft.

D = Detention factor, expressed as a fraction (i.e., 85% = 0.85), based either on the standard detention factors listed in **Table 1-1**.

**Table 1-1
Standard Detention Factors**

Design Retained	Storm	Detention Factor, D,
100-year, 24-hour		40%
50-year, 24-hour		30%
25-year, 24-hour		20%
10-year, 24 hour		10%
< 10-year, 24 hour		0%

Example 1:

Non-residential property with 100 ERUs (476,400 sq. ft. of impervious area) with the entire impervious area contributing to the detention feature:

Adjusted Billing Units = 100 ERUs – [(476,400 sq. ft. / 4,764 sq. ft./ERU) * 0.40] = 60 ERUs

Example 2:

Non-residential property with 100 ERUs (476,400 sq. ft. of impervious area) with half of impervious area contributing to the detention feature:

Adjusted Billing Units = 100 ERUs – [(238,200 sq. ft. / 4,764 sq. ft./ERU) * 0.40] = 80 ERUs

Applicants must provide sufficient demonstration to support a service fee adjustment for on-site detention. Submittal of hydrologic data, water quality data, design specifications, and other pertinent data must be supplied and stamped, signed, and sealed by a Professional Engineer on behalf of property owners.

In order to receive this adjustment annually, the applicant agrees to perform adequate and routine facility maintenance, the proper operation and maintenance must be certified annually by a Professional Engineer. Certifications must be submitted online at <http://www.abcwaterdistrict.com/> by August 1st of each year.

2.4 Storm Water Utility Fee Credits

Residential properties are not currently eligible for Storm Water Utility Fee credits, as mentioned in section 2.3. Nonresidential customers may qualify for Storm Water Utility Fee credits when they can demonstrate that a facility provided and adequately maintained by the applicant provides the District with a cost savings that the District otherwise would incur as part of its efforts to manage storm water. The amount of reduction will be determined by the District on a case-by-case basis and will generally be applicable to facilities that are designed to exceed minimum District requirements and/or that receive drainage from upstream properties.

Applications for credit requests must be prepared in writing by the property owner using Storm Water Utility Fee Form No. 3 and submitted to the District Board. Plans should be submitted online at <http://www.abcwaterdistrict.com/>. To receive the credit, the property owner shall supply to the District the following:

1. Site plan and as-built construction drawings (signed and sealed by a licensed surveyor or engineer) that are at an appropriate scale, showing the site, topographic details, overland flow paths, all storm water facilities, and surrounding area;
2. If water quality credits are requested, design calculations must be submitted for the existing or proposed storm water facilities. The calculations shall document whether the design criteria for the facilities meet or exceed District and/or Ohio EPA criteria for post-construction storm water management. The maximum credit permitted by the District for water quality credits are listed in Section 2.4.1.1.
3. If water quantity credits are requested, design calculations must be submitted for the proposed storm water facilities. Design calculations shall be based upon hydrologic and hydraulic methodologies approved by the District that accurately

describe the runoff and conveyance through the site. The maximum credit permitted by the District for water quality credits are listed in Section 2.4.1.2.

4. A topographic map must be submitted that outlines the size of the drainage area upstream of the facility/project, including any off-site area that contributes to and/or is controlled by the facility.
5. Detailed floodplain and floodway information of the site must be submitted if it exists.
6. A detailed report must be submitted that clearly describes how the storm water facility/project functions for design storm events for the 1-, 2-, 5-, 10-, 25-, 50-, and 100-year frequency storm events.
7. A proposed maintenance schedule must be submitted by the property owner that describes in detail the maintenance activities for the storm water facility. In order to receive this credit annually, the applicant agrees to perform adequate and routine facility maintenance, the proper operation and maintenance must be certified annually by a Professional Engineer (P.E.). Certifications must be submitted online at <http://www.abcwaterdistrict.com/> by August 1st of each year.

In cases where the District Board or designee documents that conditions exist to warrant a credit or adjustment per the policy the above requirements may be waived or changed.

2.4.1 Storm Water Utility Fee Credit Components

Credits will be awarded only for facilities that are designed to exceed minimum District requirements, that receive drainage from upstream properties, and/or that the District determines reduce District storm water management services. Nonresidential customers that own and properly maintain these facilities will be eligible for credits. The District will grant credits to nonresidential customers that construct storm water capital improvement projects that address water quality and/or water quantity. The maximum credit for any improvements made to a single parcel are limited to 40%. If a project includes features managing stormwater from additional adjacent or upstream properties, the District may determine additional percent reduction on a case-by-case basis. To be eligible for credits, storm water facilities must be designed and constructed to specifications exceeding District and/or County requirements and/or receive drainage from upstream, off-site areas (see Sections 2.4.1.1. and 2.4.1.2 below for more detail).

2.4.1.1 Water Quality Credits

Nonresidential customers may receive credits for structural best management practices (BMPs) that provide storm water quality enhancement. Nonresidential customers provide the District with cost savings by constructing new or retrofitting existing storm water facilities to improve the quality of the District's receiving streams. Customers who apply for credits must provide supporting documentation that their existing or proposed facilities are properly designed to provide pollution reduction.

Customers requesting a water quality credit must submit documentation that their facilities receive drainage from upstream areas and/or exceed the design requirements outlined in Chapter 5 of the *Urban Runoff Quality Management – WEF Manual of Practice No. 23* or the latest version of the Ohio Department of Natural Resources *Rainwater and Land Development Manual*.

While Table 1-2 provides maximum credit percent reductions, each project will be reviewed on a case-by-case basis and percent reduction, which may be less than the maximum credit percent reduction, will be approved by the District based upon the information submitted.

**Table 1-2
Water Quality Stormwater Control Measures**

Credit Available	Stormwater Control Measure
25%	Bioretention
	Infiltration Basin*
	Constructed Wetland (above permanent pool)
	Subsurface Gravel Wetland
	Rainwater Harvesting**
20%	Sand or other Media Filtration
	Pervious Pavement
	Tree Filter and/or rain garden
	Infiltration Trench
	Wet Extended Detention
	Enhanced Water Quality Swale
15%	Vegetative Swale
	Dry Extended Detention Basin
	Manufactured Units***

*Underground galleries that infiltrate the water quality volume shall fall under the infiltration basin credit.

**In order to qualify for a Stormwater Quality Credit, the property owner must demonstrate that the stored water quality volume will be drained through use in an industrial, commercial or agricultural practice within 3 days (72 hours) to permit capture of consecutive storm events. The actual credit percentage will be prorated based on the number of months the system is operational. Stormwater that is discharged to a sanitary or combined sewer following industrial or commercial use may be subject to sewerage service charges.

***Tested using the protocol in the Technology Acceptance Reciprocity Partnerships (TARP) Protocol for Stormwater Best management Practice Demonstrations, is shown to have a minimum total suspended solid removal efficiency of at least 80%, consistent with the Ohio EPA NPDES Construction General Permit, Part III.2.e: Alternative Post-Construction BMPs requirements.

2.4.1.2 Water Quantity Credits

The District's design standards require, as a minimum, that storm water facilities manage the runoff generated from the property's developed area. To qualify for water quantity credits, nonresidential customers must demonstrate that their proposed facilities exceed the District's minimum requirements and manage storm water generated from their immediate property and/or from additional upstream drainage areas. Structural best management practices (BMPs) that are eligible for credits include, but are not limited to, the following:

- Storm Water Detention Basins
- Storm Water Retention Basins
- Storm Water Channels
- Infiltration/bioretenion practices
- Constructed Wetlands (with water quantity benefits)
- Underground storage facilities

The Storm Water Utility Fee Credit equation is the same as that provided in Section 2.3.1 as related to water quantity Storm Water Utility Fee Adjustments.

Table 1-3
Standard Detention Factors

Design Storm Retained	Detention Factor, D,
100-year, 24-hour	40%
50-year, 24-hour	30%
25-year, 24-hour	20%
10-year, 24 hour	10%
< 10-year, 24 hour	0%

2.5 In-Kind Services

If a Storm Water Utility Fee customer provides in-kind services to the District, the monetary value of the in-kind contribution may be deducted from the customer's Storm Water Utility Fee charge. For example, a school that sponsors and organizes a water festival or implements storm water related curriculum for students could negotiate a credit with the District toward the Storm Water Utility Fee. A credit based on in-kind services would require a signed agreement between the applicant and the District that expressly outlines the scope and monetary value of the services being provided.

Section 3 - Appeals

When the District staff and/or designee has rendered a written interpretation or ruling on an adjustment/credit application, the applicant shall be allowed 60 calendar days (from the date of the receipt of interpretation or ruling) within which to file an appeal, using Storm Water Utility Fee Form No. 4, with the District Board.

As part of the appeals submittal, the Storm Water Utility Fee customer shall submit the following:

- 1) The interpretation, ruling, or order for which the applicant is submitting an appeal
- 2) The provisions of the Adjustment and Credit Policy that the applicant deems relevant to the appeal.
- 3) The applicant shall also state, specifically where the interpretation, ruling or order is in error or dispute.
- 4) If the appeal is based on a request for an adjustment or credit, the petition shall specify the provision(s) from which the adjustment or credit is sought, and how the request otherwise satisfies, and does not significantly conflict with the other requirements of this policy and the applicable District resolution, rules and regulations.

The District Board shall complete the review of the appeal within 90 days of receipt of said request for review. The determination on the review shall be in writing and set forth, in detail, the reasons for the decision.

Exhibit 1-A

**ABC WATER AND STORM WATER DISTRICT
STORM WATER UTILITY FEE FORM NO. 1-A-1
RESIDENTIAL ERU ADJUSTMENT**

CONTACT NAME:

DATE:

CONTACT PHONE:

EMAIL:

BILLING ACCOUNT NUMBER:

COUNTY PARCEL NUMBER:

TYPE OF RESIDENTIAL UNIT (CHECK APPROPRIATE BOX):

- Singe Family Duplex Condominium
 Apartment Multi-family Other _____

REASON FOR ERU ADJUSTMENT:

- Incorrect billing rate applied
- Apartment of multi-family complex is being billed more ERUs than the number of units in complex.
Number of ERUs being billed: _____
Number of Units in complex: _____
- Other, explain

APPLICANT'S SIGNATURE:

(DISTRICT USE ONLY) APPLICATION REVIEWED BY:

(DISTRICT USE ONLY) APPLICATION APPROVED: Yes No

(DISTRICT USE ONLY) COMMENTS & ADJUSTED VALUE:

ABC WATER AND STORM WATER DISTRICT STORM WATER UTILITY FEE FORM NO. 1-A-2 NON-RESIDENTIAL ERU ADJUSTMENT

CONTACT NAME: _____ DATE: _____

CONTACT PHONE: _____ EMAIL: _____

BILLING ACCOUNT NUMBER: _____

PROPERTY ADDRESS: _____

COUNTY PARCEL NUMBER: _____

TOTAL PARCEL AREA (FT²): _____ TOTAL IMPERVIOUS AREA (FT²): _____

Billed Number of ERUs: _____

REASON FOR ERU ADJUSTMENT:

- CONDITION 1
Incorrect amount of impervious area
- CONDITION 2
Gravel areas not used for regular vehicular traffic (ingress/egress or parking) calculated as impervious area on Storm Water Utility Fee bill
- Other, explain: _____

If Condition 1 is checked, complete the following:

Property Impervious Area _____ (sq ft)

Revised Number of ERUs⁽¹⁾ _____

If Condition 2 is checked, complete the following:

Non-vehicular Gravel Area _____ (sq ft)

Revised Number of ERUs⁽²⁾ _____

APPLICANT'S SIGNATURE: _____

(DISTRICT USE ONLY) APPLICATION REVIEWED BY: _____
DATE: _____

(DISTRICT USE ONLY) APPLICATION APPROVED: Yes No

CONDITIONS OF APPROVAL OR REASON FOR DENIAL AND COMMENTS:

⁽¹⁾ Revised number of ERUs = Property's impervious area divided by _____ SQ FT.
⁽²⁾ Revised number of ERUs = Billed number of ERUs - [(Non-vehicular gravel area divided by _____)]

**ABC WATER AND STORM WATER DISTRICT
STORM WATER UTILITY FEE FORM NO. 1-A-3
NONRESIDENTIAL CREDIT**

CONTACT NAME:

DATE:

CONTACT PHONE:

EMAIL:

BILLING ACCOUNT NUMBER:

PARCEL NUMBER:

PARCEL AREA (square feet):

ASSESSED ERUs:

INCLUDE THE FOLLOWING ATTACHMENTS AS NECESSARY:

- | | |
|--|--|
| <input type="checkbox"/> Location Map | <input type="checkbox"/> Site Photographs |
| <input type="checkbox"/> Site development plan | <input type="checkbox"/> Plans/Drawings of existing Management Facility |
| <input type="checkbox"/> Drainage Area Maps | <input type="checkbox"/> Description of Storm Water Management Structure |
| <input type="checkbox"/> Inspection and Maintenance records for existing Storm Water Facility | |
| <input type="checkbox"/> Technical justification with Engineer's certification, and summary of basis for application | |

APPLICANT'S SIGNATURE:

(DISTRICT USE ONLY) APPLICATION REVIEWED BY:
DATE:

(DISTRICT USE ONLY) APPLICATION APPROVED: Yes No

Fee Reduction (%) _____

(DISTRICT USE ONLY) CONDITIONS OF APPROVAL OR REASON FOR DENIAL
AND COMMENTS:

STORM WATER UTILITY FEE

**ABC WATER AND STORM WATER DISTRICT
STORM WATER UTILITY FEE FORM NO. 1-A-4
PETITION TO APPEAL**

DATE:

COMPLAINANT:

COMPLAINANT'S ADDRESS:

BILLING ACCOUNT NAME:

BILLING ACCOUNT NUMBER:

COUNTY PARCEL NUMBER:

PARCEL ADDRESS:

TYPE OF DEVELOPMENT (Check one) Residential Non-residential

Reason for Appeal (State where a District ruling, interpretation, or order is erroneous and attach a copy of said ruling, interpretation or order from the District, or specify District provision or applicable District resolution, rules and regulations exemption):

(DISTRICT USE ONLY) APPLICATION REVIEWED BY:

DATE:

The Appeal has been reviewed by the District Board of Trustees on
_____ 20____. On this date, The District

approved denied the requested appeal. Comments or conditions:

Fee Reduction (%):

RANKING METHODOLOGY

Weight (Total = 100%)

A₁	Benefits to Property Owners / Occupants - Number of Properties Directly Benefited by Project (e.g., controls flooding, erosion, structural deterioration)		Weight (A_{1w}) = 25%
	<u>Score (A_{1s})</u>		
	10 if more than 100 beneficiaries		
	7 if between 51 and 100 beneficiaries		
	5 if between 11 and 50 beneficiaries		
	3 if between 1 and 10 beneficiaries		
	0 if no direct beneficiaries		
B	Severity / Frequency of Averted Structural Damage or Loss of Life		Weight (B_w) = 25%
	<u>Score (B_s)</u>		
	10 Immediate, Direct Threat Frequent Flooding > every 2 years		
	7 Immediate, Indirect Threat Frequent Flooding > every 5 years		
	5 Potential, Indirect Threat Flooding > every 10 years		
	0 No Known Threat No Structural Flooding		
C	Severity / Frequency of Averted Roadway Flooding (Vehicle Safety)		Weight (C_w) = 20%
	<u>Score (C_s)</u>		
	10 Frequent Flooding ≥ 2 ft deep		
	7 Infrequent Flooding ≥ 2 ft deep		
	5 Infrequent Flooding < 2 ft deep		
	3 Infrequent Flooding < 8 inches deep		
	0 No Roadway Flooding		
D	Water Quality / Habitat Benefits		Weight (D_w) = 10%
	<u>Score (D_s)</u>		
	10 Significant Reduction in Pollutant Discharges / Habitat Degradation		
	5 Moderate Reduction in Pollutant Discharges / Habitat Degradation		
	0 No Increase in Pollutant Discharges / Habitat Degradation		
	-3 Moderate Increase in Pollutant Discharges / Habitat Degradation		
	-10 Significant Increase in Pollutant Discharges / Habitat Degradation		
E	Matching Funds		Weight (E_w) = 10%
	<u>Score (E)</u>		
	10 75% or greater match of local funds or in-kind services		
	5 50% match of local funds or in-kind services		
	0 No match		
F	Total Project Cost		Weight (F_w) = 10%
	<u>Score (F)</u>		
	10 < \$250,000		
	5 < \$500,000		
	0 > \$500,001		

Ranking Formula

$$A*Aw + B*Bw + C*Cw + D*Dw + E*Ew + F*Fw = \text{Ranking}$$

Example

A: 22 properties = 5

B: Frequent flooding > 5 years = 7

C: Mostly back yards, < 8" = 3

D: New pipe yielding faster velocities = -3

E: 50% local match = 5

F: <250k = 10

$$5*.25 + 7*.25 + 3*.2 + -3*.1 + 5*.1 + 10*.1 = 4.8 \text{ of } 10 \text{ max}$$

**ABC Water and Stormwater District
Deposit, Fee, and Charge Schedule**

Equivalent Residential Unit (ERU)

An ERU is defined as the average impervious area of a single family residence, and was determined from a sample of 1000 homes taken from within the District. The result was an average of 4,764 square feet per single family residential property. The following billing unit rates were developed based upon additional sample sizes taken of each parcel type, in such a manner that billing may be equitable based upon impervious area as set forth in the petition and by-laws of the District formed under ORC 6119.

Single Family Residential (SFR)

Parcel Type/ Tier	Estimated Impervious Area (ft²)	Billing Unit Rate
SFR/Tier 1	X < 2864	0.51
SFR/Tier 2	2864 ≤ X ≤ 6332	1.00
SFR/Tier 3	X > 6332	2.10

Duplex/Triplex Residential

Parcel Type	Billing Unit Rate
Two Family (520)	0.86
Three Family (530)	1.29

Condominium Residential

Parcel Type	Billing Unit Rate
Condo	0.62

Multi-family Residential

Parcel Type	Billing Unit Rate
Multi-family Parcel - Individual Dwelling Unit	0.38

Multi-family Parcel Class (Use Code)	Average # of Dwelling Units	Billing Unit Rate per Class
Apartments 4 to 19 Family (401)	5.5	2.09
Apartments 20 to 39 Family (402)	22.6	8.59
Apartments 40+ Family (403)	23	8.74

Non-Residential

The impervious area of each non-residential property was estimated using relevant GIS Data. The estimated impervious area (square feet) was divided by the average square feet of a single

family residence, or 1 ERU (4,764 square feet). The result is the billing unit rate for each individual non-residential property.

RESOLUTION NO. 18-11-16-04

**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 16th day of November, 2018 at 4:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present: Mr. Jason Loree, Mr. Keith Rogers and Mr. Michael Dockry.

Mr. Jason Loree moved the adoption of the following Resolution:

BE IT RESOLVED by the Board of Trustees of the ABC Water and Storm Water District:

1. That the District Board hereby approves the Utility Billing Agreement, as presented, attached hereto as **Exhibit A**, with the Mahoning County Auditor's Office..
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.

Mr. Michael Dockry moved to second the above.

Michael Dockry

Jason Loree

Keith Rogers

Motion passes 3-0.

*AYE [Signature]
AYE [Signature]
AYE [Signature]*

Adopted the 16th day of November, 2018.

[Signature]
Michael Dockry

[Signature]
Jason Loree

[Signature]
Keith Rogers

Attest:

[Signature]
Secretary, Board of Trustees

Redacted 1-16-19

UTILITY BILLING AGREEMENT

This UTILITY BILLING AGREEMENT (the "Agreement") is made effective as of the _____ day of _____, 2018, between the **BOARD OF COUNTY COMMISSIONERS OF MAHONING COUNTY** (herein, the "County"), acting pursuant to Resolution _____, and the **BOARD OF TRUSTEES OF THE ABC WATER AND STORM WATER DISTRICT**, organized pursuant to Ohio Revised Code § 6119.01 et seq., (hereinafter referred to as "District"), acting pursuant to Resolution 18-11-16-04, sometimes collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, District provides storm water management services in Austintown Township, Boardman Township, and Canfield Township (herein, the "Townships"), all located in Mahoning County, Ohio; and

WHEREAS, the County, through the Treasurer's Office, performs billing services for real property taxes in Mahoning County; and

WHEREAS, the District will levy a fee for storm water management services (herein, the "Storm Water Fee") upon properties in the Townships according to impervious surface area; and

WHEREAS, in the interests of economy and efficiency, the District has requested that the County perform functions related to billing property owners the Storm Water Fee for District's storm water management services in the District; and

WHEREAS, District and the County wish to enter into this Agreement pursuant to the provisions of ORC 6119.06 and 307.15, respectively, in order to cooperate with one another in the billing of said Storm Water Fee and to avoid duplication of effort and the unnecessary expenditure of public funds;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions hereinset forth, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

Unless otherwise specified, the following rules of construction and interpretation apply:

- 1.1. Captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof.
- 1.2. Use of the term "including" will be interpreted to mean "including but not limited to".
- 1.3. "Party" shall mean either the Board of County Commissioners of Mahoning County, Ohio, or the Board of Trustees of The ABC Water and Storm Water District, and "Parties" shall mean both.
- 1.4. Whenever a Party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed.
- 1.5. Use of the terms "termination" or "expiration" are interchangeable.
- 1.6. Reference to default will take into consideration any applicable notice, grace and cure periods.
- 1.7. "Biannual" shall mean twice in one calendar year.
- 1.8. Accounts are "Delinquent" when Fees are unpaid after the due date assigned by the County in their normal billing process.

2. DUTIES OF THE COUNTY

- 2.1. The County shall, prepare and issue invoices as a line item on the semi-annual tax bills for the Storm Water Fee to such owners of properties in the District with impervious surfaces as the District shall designate. Except for the certification of delinquent charges as detailed herein, the County will provide all billing services related to the District's Storm Water Fee and other charges and penalties associated with storm water services in the District, all as provided by the District. Invoicing shall be performed as specified in this Agreement.

- 2.2. The County shall provide the District a list of delinquencies posted twice per year. A ten percent (10%) penalties and interest shall be assessed on delinquent accounts.
- 2.3. The County shall remit to the District, twice per year in accordance with the County's settlement process, Storm Water Fees, charges and penalties collected on behalf of District less the billing charge established in Section 3.1.
- 2.4. The parties understand that all District customers will receive a bill which includes real property tax in addition to the District's Storm Water Fee. Any payment received by the County which is less than the sum total due for that billing, as with assessments, shall be applied to utility fees first, including the Storm Water Fee.
- 2.5. All late Fees for storm water services shall be in accordance with the rules and regulations of the District and the County. Each time a bill is considered to be late, a late fee in the amount of ten percent (10%) of the total amount due shall be applied to the account.
- 2.6. Once per year, the County shall provide the District with a certification of delinquent accounts report.
- 2.7. Except for the District's Storm Water Fee, the County will not impose any other administrative or billing-related fee on District customers that is not likewise imposed on all other property owners receiving real property tax bills from the County.

3. DUTIES OF THE DISTRICT:

- 3.1. The District understands that the County may incur costs associated with the invoicing of said Storm Water Fee. In such event, the County shall, before it incurs any such costs, discuss the same with the District. Upon mutual agreement to the same, the District shall reimburse such costs to the County.
- 3.2. All Fees, charges and penalties related to the District's storm water services or charged by the District shall be established by the District and communicated in writing by the District to the County in a timely fashion.

- 3.3. District shall notify the County prior to the institution of changes in Storm Water Fees, charges and penalties so as to permit the County to make said changes in the billing system. Should District fail to do so, District shall not hold the County responsible for the difference between the current and former rates for any billings mailed subsequent to the beginning date of such change in rates or charges.
- 3.4. The County Auditor will advise the District as to the required format to implement the billing process and, thereafter, the District shall provide the pertinent parcel numbers. By September 30 of each year of this Agreement, the District shall provide the County with a draft billing file database listing billing accounts and Storm Water Fees. The County shall make best efforts to meet the mutually agreed first billing date.

4. OPERATIONAL MATTERS:

- 4.1. Fee Changes: Upon receipt by the County of a Storm Water Fee or penalty change notice from the District, the County shall implement said changes at the beginning of the first billing period the County is reasonably able to do so.
- 4.2. The County Collection Efforts: When an account becomes delinquent, the District shall be responsible to undertake any and all actions, pursuant to R.C. 6119.06(W), to certify such delinquency.
- 4.3. Real Property Tax Delinquency; Foreclosure: Customer partial payments shall be credited to the County and the District as outlined in Section 2.4 above. Any foreclosure action for non-payment of real property tax shall be in accordance with applicable law and the County's policy. The parties understand that certain procedural legal requirements must be followed related to real property tax delinquency.
- 4.4. Certification of Delinquent Fees: In the event that District fees, charges and penalties remain unpaid after second half collection, Auditor will certify and advertise said delinquencies in the same manner as it processes delinquent real property taxes. Any revenue collected pursuant to said certification

should be forwarded by the County Auditor directly to the District; however, if said revenue is sent to the County instead, the County agrees to remit said revenue to District in a timely manner. The timing of any certification shall be at the discretion of the District and District shall notify the County of any action required of the County or taken by the District.

5. TERM:

5.1. This Agreement shall continue in full force and effect upon execution hereof unless terminated pursuant to Section 17. Unless otherwise terminated in accordance with the provisions hereof, the term of this Agreement shall be twenty (20) years. The Agreement shall automatically renew for a second twenty (20) year term unless a termination notice is provided by one Party to the other Party at least six (6) months prior to the expiration of the original twenty (20) year term.

6. AGREEMENT REVIEW:

6.1. Both parties understand that the billing process is complicated. Many unforeseen consequences may develop which require adjustments. Consequently, on or about each anniversary of this Agreement, both parties will, in good faith, renegotiate the procedural aspects of Agreement, if necessary. It is not the intent of this paragraph to permit the early termination of the Agreement or to materially change its terms, unless the parties mutually agree.

7. RELATIONSHIP OF PARTIES:

7.1. Each Party to this Agreement is and shall remain for all purposes an independent contractor, and neither shall have any power, or represent that it has any power, to bind the other or to assume or create any obligation, express or implied, on behalf of the other unless specifically authorized by this Agreement. The method and manner in which the services shall be performed shall be determined by the Party responsible for performance, in its sole discretion, and neither Party will exercise control over the other's

employees. Any approvals given by either Party shall not affect the independent status of each Party in the performance of its contractual responsibilities hereunder, nor be construed to impart liability upon the other, or any of its officials, employees or agencies. The employees, methods and equipment used by each Party in carrying out the terms of the Agreement shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either Party or any of its employees, as employees or agents of the other.

8. GOVERNING LAW AND VENUE:

8.1. This Agreement shall be construed in accordance with, and the legal relations between the parties shall be governed by, the laws of the state of Ohio as applicable to contracts executed and fully performed in the State of Ohio. The Parties stipulate to exclusive venue for any disputes being in the Mahoning County Court of Common Pleas.

9. PARTIES:

9.1. Whenever the terms "the County" and "District" are used herein, these terms shall include without exception the employees, agents, successors, assigns, and/or authorized representatives of each.

10. ENTIRE CONTRACT:

10.1. This Agreement contains the entire Agreement of the parties, and may not be modified orally, but only by Agreement in writing signed by both parties. No representations, promises, contracts or understandings, unless contained herein, shall be of any force or effect. The language of all parts of this Agreement 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 Agreement represents a negotiated Agreement in which the parties all participated in its drafting, and as such it is not to be construed against or for any individual Party.

11. MODIFICATION OR AMENDMENT:

11.1. No modification or amendment of this Agreement, or any provision hereof, shall be effective unless made by written instrument, duly executed and authorized by the Party to be bound thereby, which refers specifically to this Agreement and states that an amendment or modification is being made in the respects as set forth in such amendment.

12. CONSTRUCTION:

12.1. Should any portion of this Agreement be deemed unenforceable by any judicial officer or tribunal of competent jurisdiction, the balance of the Agreement shall remain in force and effect unless revised or terminated pursuant to another section of this Agreement.

12.2. However, if the provision determined to be invalid, illegal or unenforceable materially impairs performance of an essential function of the Agreement, the Agreement may be terminated by either Party upon ten (10) days prior written notice to the other.

13. WAIVER:

13.1. No waiver by any Party of a breach of any provision of this Agreement shall be deemed to be a further or continuing waiver of such breach or a waiver of a breach of any other provision of the Agreement. The failure or forbearance of a Party to require performance of any provisions of this Agreement shall in no manner affect such Party's right to enforce the same at a later time.

14. ASSIGNMENT SUCCESSORS AND ASSIGNS:

14.1. No Party shall seek to assign any of its rights or delegate any of its duties under this Agreement without written consent of the other. Subject to the above provision, this Agreement shall be binding on the successors and assigns of the parties.

15. HEADINGS:

15.1. Paragraph headings in this Agreement are for the purposed of convenience and identification and shall not be used to interpret or construe this Agreement.

16. NOTICES:

16.1. All notices required to be given herein shall be in writing and shall be sent by certified mail, return receipt requested, to the following respective addresses:

TO: ABC Water and Storm Water District
8299 Market Street
Boardman, Ohio 44512

TO: Mahoning County Board of County Commissioners
21 W. Boardman Street, 2nd Floor
Youngstown, Ohio 44503

TO: Ralph T. Meacham, Mahoning County Auditor
120 Market Street, 1st Floor
Youngstown, Ohio 44503

17. TERMINATION:

17.1. Either Party may terminate this Agreement for convenience at any time by giving the other Party at least one hundred twenty (120) calendar days prior written notice thereof. In such event, each Party shall promptly remit to the other such amounts as are due under the Agreement as of the date of termination.

18. CALCULATION OF TIME:

18.1. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

19. ACCEPTANCE:

19.1. The Parties acknowledge that they have read and understood this Agreement. The Parties, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Agreement.

20. MULTIPLE ORIGINALS:


20.1. This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

21. POWER AND AUTHORITY:

21.1. Each Party represents that it has the power and authority to enter into and perform this Agreement and that the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN EXECUTION WHEREOF, the District has caused this Agreement to be executed on the date stated below, pursuant to Board Resolution No. 18-11-16-04, dated the 16th day of November, 2018, authorizing such act.

BOARD OF TRUSTEES OF THE ABC WATER AND STORM WATER DISTRICT



BY: Keith Rogers, President

DATE: 11-16-2018

APPROVED AS TO FORM:

John B. Albers, Albers and Albers
Attorney for the ABC Water and Storm Water District

IN EXECUTION WHEREOF, the County has caused this Agreement to be executed on the date stated below, pursuant to Board Resolution No. _____, dated the _____ day of _____, 2018, authorizing such act.

MAHONING COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____

DATE: _____

APPROVED AS TO FORM:

Attorney for the Mahoning County Board of County Commissioners

MAHONING COUNTY AUDITOR

BY: Ralph T. Meacham

DATE: _____

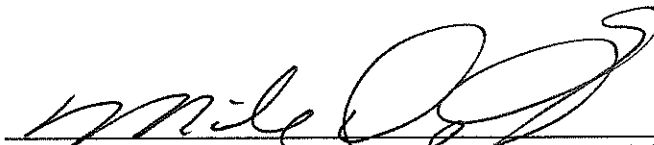
APPROVED AS TO FORM:

George Briach
Attorney for the Mahoning County Auditor's Office

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the ABC Water and Storm Water District under the foregoing Utility Billing Agreement, hereby certifies that the moneys required to meet the obligations described herein during the year 2018 under the aforesaid Agreement have been lawfully appropriated by the District for such purposes and are in the treasury of the District, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

11-16-2018
Date


Fiscal Officer, ABC Water and Storm Water District

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of Mahoning County under the foregoing Utility Billing Agreement, hereby certifies that the moneys required to meet the obligations described herein during the year 2018 under the aforesaid Agreement have been lawfully appropriated by Mahoning County for such purposes and are in the treasury of the County, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Date

Fiscal Officer, Mahoning County

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
jlore@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 2019

The ABC Water and Storm Water District Board of Trustees will conduct Regular Meetings for the calendar year 2019, 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:

January 16, 2019
March 20, 2019
June 12, 2019
September 11, 2019
December 11, 2019

Michael Dockry, Secretary
ABC Water and Storm Water District

Release Date: November 21, 2018