

MINUTES OF MEETING HELD JANUARY 25, 2016

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. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend. Ms. Stephanie Landers, Mr. Larry Wilson, and Mr. Eric Luckage were also in attendance. The public and news media were given proper notice regarding this meeting.

The meeting was opened and Mr. Eric Luckage of Albers & Albers made a presentation on the ABC Water District.

RESOLUTION 16-01-25-02: Motion was made by Mr. Loree to adjourn at 5:25 p.m.

Seconded by Mr. Rogers.

Roll Call	Aye	Nay
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Mr. Rogers	X	
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Mr. Loree	X	
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Jason Loree
President

Keith Rogers
Vice President

MINUTES OF MEETING HELD MARCH 30, 2016

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 3:00 p.m., the following members were present: Mr. Jason Loree and Mr. Michael Dockry. Mr. Keith Rogers did not attend. Ms. Stephanie Landers was also in attendance. The public and news media were given proper notice regarding this meeting.

RESOLUTION 16-03-30-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held January 25, 2016.
Seconded by Mr. Dockry


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

RESOLUTION 16-03-30-02: Motion was made by Mr. Loree to proceed with reviewing the Task Order 2 of the CDM contract focusing on the remainder of the services needed and engage them for a final price.
Seconded by Mr. Dockry.

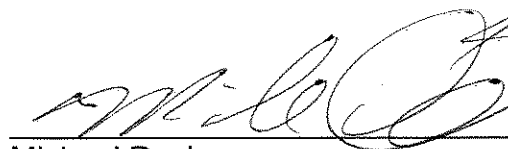
<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
Mr. Loree	X	
Mr. Dockry	X	

RESOLUTION 16-03-30-03: Motion was made by Mr. Loree to adjourn at 3:31 p.m.
Seconded by Mr. Dockry.

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



Jason Loree
President



Michael Dockry
Secretary

MINUTES OF MEETING HELD DECEMBER 21, 2016

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. Ms. Stephanie Landers and Atty. John Albers were also in attendance. The public and news media were given proper notice regarding this meeting.

RESOLUTION 16-12-21-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held March 30, 2016.

Seconded by Mr. Rogers.

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

RESOLUTION 16-12-21-02: Motion was made by Mr. Loree to adopt the Resolution in accordance with Section 121.22(F) of the Ohio Revised Code and as attached to the minutes herein, the Resolution notifying the public and news media of Regular, Special, and Emergency meetings for calendar year 2017.

Seconded by Mr. Rogers.

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

RESOLUTION 16-12-21-03: Motion was made by Mr. Loree to adopt the Management Agreement for State Capital Improvement Program Facilities, as attached to these minutes.

Seconded by Mr. Rogers.

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

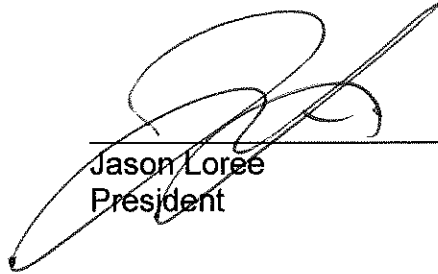
Under Old Business, Mr. Loree discussed his meeting with Aqua Ohio regarding the establishment of billing procedures for the District.

Under New Business, Mr. Albers updated the Board regarding conflict-of-interest concerns citing 14 new Attorney General opinions in the last six months. Mr. Rogers discussed the Mercedes Place Erosion Mitigation project.

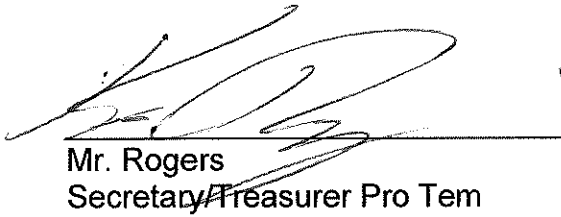
MINUTES OF MEETING HELD DECEMBER 21, 2016

RESOLUTION 16-12-21-04: Motion was made by Mr. Loree to adjourn at 10:52 a.m.
Seconded by Mr. Rogers.

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



Jason Loree
President



Mr. Rogers
Secretary/Treasurer Pro Tem

ABC Water and Storm Water District

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

Austintown

Michael Dockry

President

mdockry@austintownwp.com

Boardman

Jason Loree

Secretary/Treasurer

jloree@boardmantwp.com

Canfield

Keith Rogers

Vice 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 2017

The ABC Water and Storm Water District Board of Trustees will conduct Regular Meetings for the calendar year 2017, 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:

March 22, 2017
June 21, 2017
September 20, 2017
December 13, 2017

Jason Loree, Secretary
ABC Water and Storm Water District

Release Date: December 22, 2016

**MANAGEMENT AGREEMENT FOR
STATE CAPITAL IMPROVEMENT PROGRAM
FACILITIES**

This Agreement is made and entered to at BOARDMAN, Ohio this 2 day of NOVEMBER, 2016, by and between the ABC Water District Board of Commissioners (hereinafter referred to as the "ABC") and Aqua Ohio, Inc., a public utility providing water service in areas of Mahoning County, Ohio, through its Struthers Division (hereinafter referred to as "Aqua").

PREAMBLE

WHEREAS, Aqua is furnishing public water service and water for public fire protection to certain areas of Mahoning County, and

WHEREAS, the ABC by utilizing funding under Ohio Facilities Construction Commission ("OFCC") is constructing water distribution facilities in the subject area and desires that Aqua provide water to be served through these facilities, which will include approximately 820 feet of 8" inch waterline and necessary appurtenances including three gate valves and two fire hydrants, as shown in Exhibit "A" (2 pages), such facilities to be constructed on Raupp Road in Boardman Township, Mahoning County, Ohio.

NOW, THEREFORE, the parties agree as follows:

ABCs OBLIGATIONS

1. **Construction.** The ABC will construct water distribution facilities funded by OFCC which are substantially described on Exhibit A attached hereto (hereinafter "Facilities").
2. **Plans and Specifications.** Plans and specifications for Facilities to be constructed shall be in accordance with all applicable regulations and engineering standards, with the Facilities to be compatible with any interconnecting systems.
3. **Ownership.** The water distribution Facilities constructed by the ABC as part of the subject OFCC project shall be owned by the ABC.
4. **Service by Company.** The ABC agrees to allow Aqua to provide water service to customers through these Facilities in the manner and subject to terms set forth in this Agreement. It is further understood that during the term of this Agreement, it may become

necessary to transmit water through the Facilities to portions of Aqua's system serving Company customers other than those directly connected to the Facilities.

The ABC acknowledges that the terms of this Agreement may vary from Aqua's standard operating rules and regulations in effect in Aqua's service area within Mahoning County in the following respects:

- (a) Aqua will not own the subject Facilities.
- (b) Aqua will provide maintenance, repairs and replacements of the Facilities owned by the ABC; provided, however, the ABC, as owner and beneficiary of any warranties or bonds on the Facilities, shall be responsible for costs of any repairs or replacements during the period of one (1) year subsequent to the date the Facilities are placed in service.
- (c) Aqua will not collect any front footage charges or other charges related to the Facilities (other than Aqua's related facilities fee and customer impact fee, determined in accordance with Aqua's Tariff and/or local rate agreement, as amended from time-to-time), or pay any refunds to property owners.

COMPANY OBLIGATIONS

5. Management of Facilities.

- (a) Upon completion of construction, the ABC will certify to Aqua that:
 - (i) The Facilities just completed have been constructed in accordance with approved plans and specifications earlier for the Facilities;
 - (ii) That the Facilities have been chlorinated and pressure tested according to standards set forth in specifications and as required by applicable laws and regulations;
 - (iii) That all necessary fees, charges for labor and materials and other construction costs have been paid in full.
- (b) Upon such certification, Aqua shall thenceforth accept responsibility of all maintenance and associated costs of the Facilities in accordance with Paragraph 8 hereof, except that the ABC shall be responsible for costs of any repairs or replacements during the period of one (1) year subsequent to the date the Facilities are placed in service for which any warranties or bonds on the Facilities are applicable, beginning when service begins and/or water is transmitted to customers through the Facilities, and Aqua shall thereafter furnish water

service to customers using the Facilities as customers of Aqua under the terms and conditions set forth herein.

(c) Aqua shall manage and operate on a day-to-day basis the Facilities, including maintenance of said Facilities as set forth in Paragraph 8 and all testing of the water supply mandated by the EPA, and Aqua shall be responsible for all associated utilities, supplies and power sources for the Facilities.

6. **Consideration.** As consideration to Aqua for water service and management of the Facilities, Aqua shall bill and charge customers who tap into the Facilities for water service. Such charges for service shall be the same as per unit and itemized rates and charges set forth in Aqua's then current rules and regulations applicable to Aqua's customers in its Struthers Division, which are subject to the review and approval of the Public Utilities Commission of Ohio, or review and approval by the Board of Commissioners of Mahoning County, Ohio. ABC acknowledges that future changes to Aqua's charges for service are accepted by ABC when approved by either of the aforementioned public entities.

MUTUAL OBLIGATIONS

7. **Term.** The term of this Agreement shall be for the actual life of the Facilities, or the longest term allowed by law if shorter. The ABC shall have the right to terminate this Agreement without penalty or cause.

- (a) In the event this Agreement terminates and Aqua is required to continue water service to customers served by these Facilities by reason of relevant statutes, rules, and regulations including, but not limited to Public Utility Commission of Ohio requirements, then Aqua shall be permitted to continue charging for such service in the manner described in this Agreement.
- (b) In the event this Agreement terminates, and other portions of Aqua's system are supplied in full or part by water transmitted through these Facilities, and Aqua is required to continue providing service in such other portions of Aqua's system in accordance with its obligations as a public utility, such transmission may thereafter continue upon payment by Aqua

to the ABC of a transmission fee of ten cents (\$.10) per thousand gallons of water so transmitted through the Facilities. Said price may be adjusted by the ABC by a percentage equal to one half of the percentage by which rates for residential customers within the service area served by the Facilities are adjusted between the date this Agreement takes effect and the date such transmission fee is first payable, with similar ratable adjustments to also be applicable thereafter.

- (c) Aqua agrees that such transmission shall not negatively affect water service and pressures for customers served by the Facilities.

8. Maintenance, Repairs and Replacement. Aqua will provide, at its cost, maintenance and repairs (except for the one year period as set forth in Paragraph 4(b) hereinabove), including main break repair and necessary replacements to the Facilities.

- (a) Aqua shall give the ABC reasonable prior notification of proposed replacements, including estimated costs to be incurred. Unless there is an emergency threatening continuity of service and/or public health and safety, the ABC's prior written consent shall be obtained for replacements. The ABC agrees that consent shall be promptly given or the ABC shall promptly provide the necessary replacements.
- (b) Facilities replaced by Aqua ("Replacement Facilities") shall be owned by Aqua. Upon any termination of this Agreement, the ABC shall purchase any such Replaced Facilities from Aqua at its replacement cost new less depreciation, determined as of the date of such purchase. Aqua shall provide satisfactory evidence to the ABC for the cost of any Replacement Facilities. Aqua shall have the same rights to the Replacement Facilities as if they were the Facilities pursuant to this Agreement.
- (c) Aqua shall not be responsible for any costs of relocation of the Facilities required by any party other than Aqua.
- (d) Aqua shall have the right to connect into and/or extend from the Facilities or any portion of Aqua's system served by the Facilities to provide water

service and no such connection of extension shall be considered part of the Facilities.

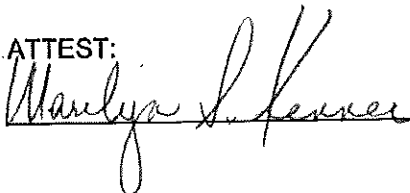
9. **Liability.** Aqua shall not be liable for any claims arising from or pertaining to the initial construction, design materials or workmanship of the Facilities (other than as arises from Aqua's own action) and the ABC agrees to indemnify, protect and hold harmless Aqua from such claims. Aqua shall be subject to all requirements and responsibilities to customers and all standards for service as set forth in its tariff, rules and regulations except as set forth in this Agreement and Aqua shall hold the ABC harmless from any claims arising against it based upon Aqua's negligence.

10. **Regulatory Measures and Standards.** This Agreement and the parties' obligations thereunder are subject to Aqua's Tariff other than as set forth hereinabove, and any necessary review and approval by the Public Utilities Commission of Ohio and any other applicable regulatory body. All provisions herein shall comply with and be in conformance with the Ohio Facilities Construction Commission Project Grant Agreement by and between Boardman Township and the Ohio Facilities Construction Commission, pursuant to which the OFCC funds were made available for construction of the Facilities. All provisions herein shall also comply with and be in conformance with an agreement by and between Boardman Township and the ABC, transferring ownership of all Facilities to the ABC.

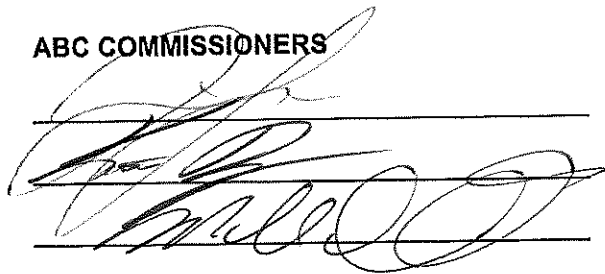
11. **Easement for looping the Facilities.** The ABC agrees to give Aqua a 20-ft wide easement as shown on Exhibit "B". The easement shall only be used for looping additional water main to the Facilities as shown in Exhibit "C".

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

ATTEST:



ABC COMMISSIONERS



APPROVED BY:

N/A

ATTESTED BY:

N/A
CLERK

Approved as to Legal Form:

N/A
Mahoning County Prosecutor

AQUA OHIO, INC.

By: [Signature]

Its: President

Parcel #29-035-0-050.00-0 & 29-035-0-057.00-0



Boardman Township Trustees
8299 Market Street
Boardman, OH 44512

Exhibit "B"

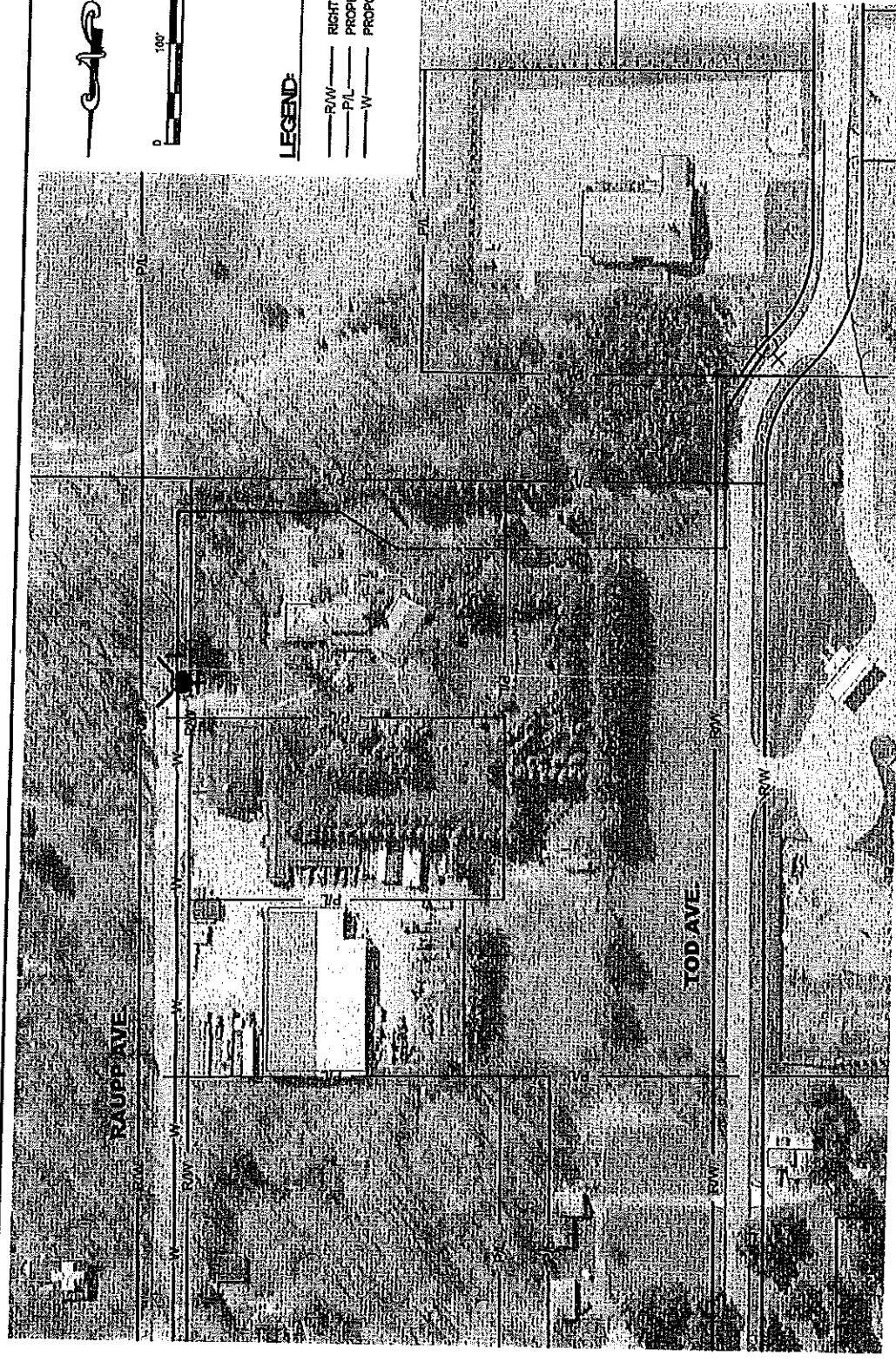


EXHIBIT "C"

Prepared By
 mis consultants, inc.
 engineers • architects • planners
 230 EAST FEDERAL STREET
 YOUNGSTOWN, OHIO 44650-1824
 (330) 744-8321 Fax (330) 744-8298

BOARDMAN TOWNSHIP
 SOUTHERN PARK HISTORIC DISTRICT
 SANITARY SEWER & WATERLINE EXTENSION PROJECT
 PROPOSED WATERLINE EXTENSION
 SCALE: 1"=100'
 FIGURE 1