

MINUTES OF MEETING HELD JANUARY 23, 2014

Mr. Dockry nominated Mr. Rogers as Vice President of the Board of Directors for the year 2014.

Mr. Loree seconded the nomination of Mr. Rogers as the Vice President of the Board of Directors for the year 2014.

Mr. Dockry moved that nominations for Vice President of the Board of Directors for the year 2014 be closed.

Mr. Loree seconded that nominations for Vice President of the Board of Directors for the year 2014 be closed.

Mr. Loree, President, called for votes to close nominations for Vice President of the Board of Directors for the year 2014:

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

Mr. Loree, President, called for votes, by name, for Mr. Rogers as the Vice President of the Board of Directors for the year 2014:

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

RESOLUTION 14-1-23-04: Mr. Loree, President, declared Mr. Rogers duly elected as Vice President of the Board of Directors for the year 2014.

Mr. Loree, President, called for nominations for Secretary/Treasurer and Assistant of the Board of Directors for the year 2014.

Mr. Rogers nominated Mr. Dockry as Secretary/Treasurer and Stephanie Landers as Assistant of the Board of Directors for the year 2014.

Mr. Loree seconded the nomination of Mr. Dockry as the Secretary/Treasurer and Stephanie Landers as Assistant of the Board of Directors for the year 2014.

Mr. Loree moved that nominations for Secretary/Treasurer and Assistant of the Board of Directors for the year 2014 be closed.

Mr. Rogers seconded that nominations for Secretary/Treasurer and Assistant of the Board of Directors for the year 2014 be closed.

MINUTES OF MEETING HELD JANUARY 23, 2014

Mr. Loree, President, called for votes to close nominations for Secretary/Treasurer and Assistant of the Board of Directors for the year 2014:

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

Mr. Loree, President, called for votes, by name, for Mr. Dockry as the Secretary/Treasurer and Ms. Landers as Assistant of the Board of Directors for the year 2014:

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

RESOLUTION 14-1-23-05: Mr. Loree, President, declared Mr. Dockry duly elected as Secretary/Treasurer and Stephanie Landers as Assistant of the Board of Directors for the year 2014.

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

RESOLUTION 14-1-23-06: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held December 4, 2013.
Seconded by Mr. Loree.

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

Discussion ensued regarding the CDM ERU Study.

There was no Old Business.

There was no New Business.

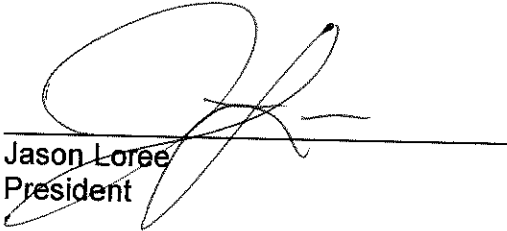
MINUTES OF MEETING HELD JANUARY 23, 2014

RESOLUTION 14-1-23-07: Motion was made by Mr. Loree to adjourn at 5:57

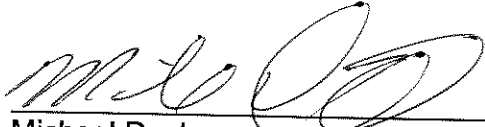
p.m.

Seconded by Mr. Rogers.

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



Jason Loree
President



Michael Dockry
Secretary/Treasurer

MINUTES OF MEETING HELD APRIL 2, 2014

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 3299 Market Street, Boardman, Ohio 4451 on the above date at 1:00 p.m., the following members were present: Mr. Jason Loree and Mr. Keith Rogers. Mr. Michael Dockry did not attend the meeting. Mr. Eric Luckage, Mr. Brian Governor, Ms. Stephanie Landers and Ms. Marilyn Kenner were also in attendance. The public and news media were given proper notice regarding this meeting.

RESOLUTION 14-04-02-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held January 23, 2014.
Seconded by Mr. Loree.

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

RESOLUTION 14-04-02-02: Motion was made by Mr. Rogers to accept the McGowan Governmental Underwriters insurance proposal for \$1,784.00 commencing March 1, 2014, through March 1, 2015.
Seconded by Mr. Loree.

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

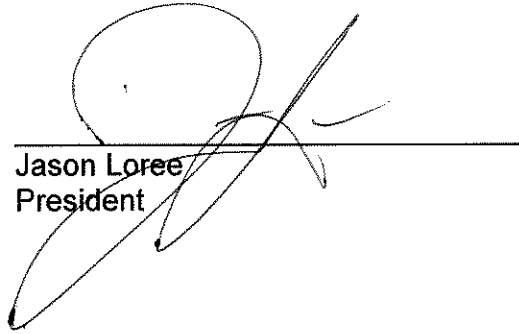
Under Old Business, Mr. Loree stated that he is looking into two billing companies at this time. Discussion ensued regarding a third billing company. Mr. Rogers asked for an update regarding the Northeastern Ohio Seven District Court Case. Mr. Luckage said that the case is in the Supreme Court now and that the Ohio Attorney General will submit a brief, along with CORD.

There was no New Business.

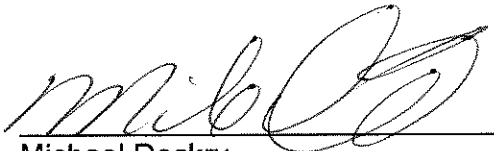
RESOLUTION 14-04-02-03: Motion was made by Mr. Loree to adjourn at 2:05 p.m.
Seconded by Mr. Rogers.

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

MINUTES OF MEETING HELD APRIL 2, 2014



Jason Loree
President



Michael Dockry
Secretary/Treasurer

MINUTES OF MEETING HELD SEPTEMBER 18, 2014

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Austintown Township Government Center at 82 Ohltown Road, Austintown, Ohio 44515 on the above date at 3:00 p.m., the following members were present: Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers. Ms. Stephanie Landers and Mr. Larry Wilson were also in attendance. The public and news media were given proper notice regarding this meeting.

RESOLUTION 14-09-18-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held April 2, 2014.
Seconded by Mr. Dockry.

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

RESOLUTION 14-09-18-02: Motion was made by Mr. Loree to approve the CDM Task Order #2 as attached to these minutes for the Storm Water Fee Implementation Requirements for Boardman and Canfield Townships.
Seconded by Mr. Dockry.


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

There was no Old Business.

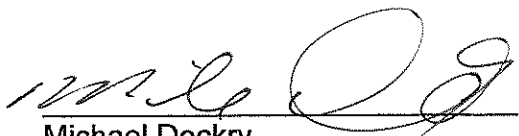
There was no New Business.

RESOLUTION 14-09-18-03: Motion was made by Mr. Dockry to adjourn at 3:54 p.m.
Seconded by Mr. Loree.

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



Jason Loree
President



Michael Dockry
Secretary/Treasurer

**TASK ORDER NO. 2 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 2 attached to and made part of the Master Services Agreement dated December 1, 2011, between CDM Smith Inc., formerly known as Camp Dresser & McKee Inc., (ENGINEER) and the ABC Water and Storm Water District (OWNER).

This Task Order No. 2 describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order No. 2 known as: Stormwater Service Fee Implementation Requirements for Boardman and Canfield Townships (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

The ENGINEER will develop the requirements for implementing a stormwater service fee for developed properties within Boardman and Canfield Townships according to the rate structure recommended through statistical evaluation of impervious area by land use class conducted under Task Order No. 1. This will be done by performing the following tasks: (1) conducting a workshop to discuss existing stormwater management activities and describe stormwater service fee implementation requirements, (2) reviewing and assessing data provided by the OWNER pertinent to implementing the stormwater service fee, (3) meeting with potential billing agents to establish requirements and responsibilities for implementing the billing system, (4) developing a stakeholder involvement plan, and (5) preparing a work plan and budget for stormwater service fee implementation. The following tasks detail the services to be provided.

Task 1: Project Workshop

Purpose

Outline service fee implementation requirements and discuss existing stormwater management practices / responsibilities.

Approach

The ENGINEER will conduct a full-day workshop with township and county officials identified by the OWNER to achieve the following objectives:

- Develop a clear understanding among all participants of stormwater management needs and service fee implementation requirements
- Establish the primary objectives and critical success factors for the OWNER's stormwater management program
- Review existing information available to support stormwater service fee implementation and identify actions necessary to fill critical data gaps
- Discuss existing stormwater management activities in Boardman and Canfield Townships, and identify critical deficiencies in meeting identified stormwater management needs
- Define an action plan, with responsibilities, for filling critical data gaps

The ENGINEER will provide an agenda and a list of required data in advance of the meeting to allow OWNER work with staff and compile existing information, including but not limited to:

- An updated database of residential and non-residential parcels from the County Auditor's real estate files (to include land use codes, owner name, parcel address, number of dwelling units, etc., in ASCII format) that reflects current conditions
- Updated parcel, aerial photographs, and GIS information from the Mahoning County Auditor and/or Engineer
- A GIS map of each township depicting roadways, streams, stream crossings, drainage structures, stormwater control facilities, outfalls, and other stormwater features

In addition, the ENGINEER will provide a framework of the stormwater management program to facilitate discussion about existing stormwater management practices and potential deficiencies.

The following stormwater management practices will be characterized during the meeting:

Operation and Maintenance

- Inspections and Assessments
- Cleaning
- Rehabilitation and Renewal

Regulatory

- MS4 Permit Compliance
- Regulation Development
- Surveillance
- Enforcement

Capital Improvements

- Planning, Engineering and Design
- Construction

Administration

- Data Management and Reporting
- Public Education & Participation
- Financial Management and Billing

Invited participants will be requested to provide and discuss available information about the existing level and cost of stormwater services provided within each township, along with information about stormwater needs beyond the existing level of service (e.g., annual budgets, NPDES stormwater permit compliance reports, maintenance records, existing rules and ordinances, studies of drainage problems / proposed solutions).

Following the workshop, the ENGINEER will prepare meeting minutes and identify specific actions and the parties responsible for taking these actions. In addition, the ENGINEER will provide up to 40 hours to answer questions and / or clarify requirements as necessary to support development of the stormwater service fee implementation plan to be developed under Task 4.

Deliverables

- Kickoff meeting agenda, presentation materials, minutes, and action items
- Inventory of data typically required to support stormwater service fee implementation
- A framework stormwater management program to facilitate discussion about existing stormwater management practices and deficiencies
- Up to 40 hours support to meeting participants in addressing action items

Task 2: Billing Policies and Procedures

Purpose

Define protocol for placing stormwater service fee on utility bills.

Approach

The ENGINEER will meet with the City of Youngstown and Aqua Ohio to evaluate the feasibility and cost of billing stormwater services to their existing customers within Boardman and Canfield Townships, as well as creating "stormwater only" accounts for properties not served by the existing utilities. These

meetings will focus on the logistics of incorporating a stormwater service fee into their utility billing system and database and necessary updates to their billing databases. Based on this review, the ENGINEER will outline procedures for setting up the billing account database and make recommendations for the collection, updating and file maintenance requirements of the system, including the following topics:

- Procedures for matching property data to existing utility billing accounts
- Updates and changes that may be necessary to modify the database and billing system to incorporate the new stormwater service fee information
- Billing format, frequency for stormwater only accounts
- Procedures for file and information maintenance
- Data transfer procedures
- Modifications to the billing format
- Procedures for updating the billing file database
- Potential issues that need to be resolved for implementation
- Procedures for providing customer support
- An estimated cost associated with using the existing system and updating it as necessary

The results of this task will be presented in terms of general requirements for billing system software and staffing to support the stormwater service fee. In addition, the ENGINEER will participate in a meeting with each utility provider to discuss the findings of this task and discuss terms of an agreement to provide utility billing services.

Deliverable

A technical memorandum presenting a plan for implementing the stormwater service fee billing system through existing utility providers within Boardman and Canfield Townships.

Task 3: Stakeholder Involvement Plan

Purpose

Prepare a plan to involve stakeholders within Boardman and Canfield Townships in defining stormwater needs, costs, and funding mechanisms.

Approach

The ENGINEER will work with the OWNER to develop a Stakeholder Involvement Plan to support implementation of the stormwater service fee system. Specific goals of Plan include, but are not limited to, the following:

- Confirm that stakeholders understand the need for increased stormwater management services and revenue
- Educate stakeholders about the rate methodology recommended under Task Order No. 1 (no other rate methodologies will be presented as alternatives during the stakeholder involvement process)
- Obtain feedback on the level and cost of service options
- Obtain feedback on the proposed Credit and Adjustment Policies
- Gauge the level of support from potential ratepayers within the townships

The Plan will identify potential stakeholders groups who will be provided services and/or charged fees by the District, the specific activities that will be taken to properly educate and involve these stakeholders in service fee implementation, and the parties responsible for implementing each activity.

Deliverables

A Stakeholder Involvement Plan to support stormwater service fee implementation.

Task 4: Summary Report

Purpose

Document the analyses, conclusions, and recommendations of this project.

Approach

The ENGINEER will prepare a detailed work plan and budget for implementing a Stormwater Service Fee in Boardman and Canfield Townships. The work plan will identify the specific responsibilities of the ENGINEER, the OWNER, and other parties, as well as the estimated fee for the ENGINEER's services necessary for fee implementation. Work plan will be provided in the form of a Task Order for additional engineering services to facilitate timely implementation of the service fee.

Deliverables

Five draft copies, five final copies (with District comments incorporated), and one digital copy of the work plan for implementing the stormwater service fee.

Time Schedule

The time periods for the performance of ENGINEER's Services are as follows: Services shall be provided within 10 weeks, pursuant from the signing date of this Task Order No. 2.

1. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order No. 2 will be on the following basis:

Payment to the ENGINEER for services performed under this Task Order No. 2 shall be as provided as a single lump sum payment of \$36,900, to be paid following the successful execution of this Task Order. The total fee for the services under this Task Order No. 2 is allocated as follows: Boardman Township: 75% and Canfield Township: 25%.

Task	Estimated Labor Hours	Labor Cost	Other Direct Costs	Total Cost
1. Project Workshop	72	\$10,200	\$150	\$10,350
2. Billing Policies and Procedures	114	\$16,200	\$150	\$16,350
3. Stakeholder Involvement Plan	22	\$3,500	\$150	\$3,650
4. Summary Report	48	\$6,400	\$150	\$6,550
Total	256	\$36,300	\$600	\$36,900

2. Terms and Conditions

The terms and conditions of the Master Services Agreement shall apply to this Task Order No. 2 except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order No. 2 are:

No modifications are required under this Task Order No. 2.

3. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order No. 2, the provisions of this Task Order No. 2 shall govern.

4. Elimination of Tasks

OWNER may elect, with notice given to ENGINEER, to deduct and eliminate the performance of any or all tasks or services outlined in this Task Order No. 2. Furthermore, the costs for any such task or service shall be deducted from the total sums due ENGINEER.

Acceptance of the terms of this Task Order No. 2 is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER:

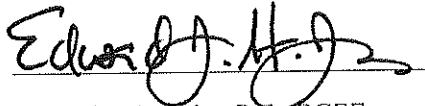


21 March 2017

Michael Dockry
President, ABC District Board of Trustees

Date

ENGINEER:

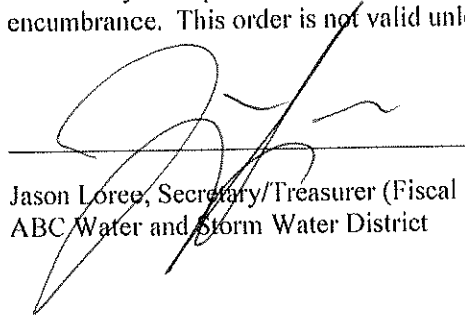


9/2/14

Edward J. St. John, P.E., BCEE
Associate
CDM Smith Inc.

Date

Fiscal Officer's Certification: It is hereby certified that the amount required to meet the obligation described herein, known as "Task Order No. 2", has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of the appropriate fund free from any previous encumbrance. This order is not valid unless signed below.



Jason Loree, Secretary/Treasurer (Fiscal Officer)
ABC Water and Storm Water District

MINUTES OF MEETING HELD OCTOBER 2, 2014

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Austintown Township Government Center at 82 Austintown Road, Austintown, Ohio 44515 on the above date at 3:00 p.m., the following members were present: Mr. Michael Dockry and Mr. Keith Rogers. Mr. Jason Loree did not attend. The public and news media were given proper notice regarding this meeting.

RESOLUTION 14-10-02-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held September 18, 2014.

Seconded by Mr. Dockry.

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

RESOLUTION 14-10-02-02: Motion was made by Mr. Rogers to approve the UAN Agreement as attached to these minutes.

Seconded by Mr. Dockry.

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

There was no Old Business.

There was no New Business.

RESOLUTION 14-10-02-03: Motion was made by Mr. Rogers to adjourn into Executive Session at 3:42 p.m. for purposes of discussing **Personnel** (employment).

Seconded by Mr. Dockry.

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

RESOLUTION 14-10-02-04: Motion was made by Mr. Rogers to adjourn Executive Session at 4:06 p.m. and return to Open Session.

Seconded by Mr. Dockry.

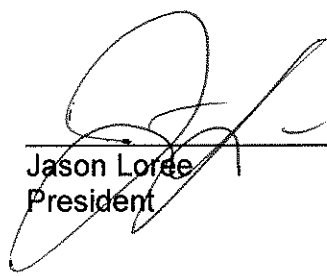
Roll Call	Aye	Nay
Mr. Dockry	X	
Mr. Rogers	X	

RESOLUTION 14-10-02-05: Motion was made by Mr. Dockry to adjourn at 4:06 p.m.

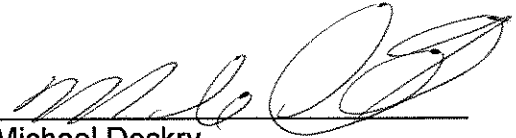
Seconded by Mr. Rogers.

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

MINUTES OF MEETING HELD OCTOBER 2, 2014



Jason Loree
President



Michael Dockry
Secretary/Treasurer

MINUTES OF MEETING HELD OCTOBER 2, 2014

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at the Austintown Township Government Center at 82 Ohltown Road, Austintown, Ohio 44515 on the above date at 3:00 p.m., the following members were present: Mr. Michael Dockry and Mr. Keith Rogers. Mr. Jason Loree did not attend. The public and news media were given proper notice regarding this meeting.

RESOLUTION 14-10-02-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held September 18, 2014.

Seconded by Mr. Dockry.

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

RESOLUTION 14-10-02-02: Motion was made by Mr. Rogers to approve the UAN Agreement as attached to these minutes.

Seconded by Mr. Dockry.

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

There was no Old Business.

There was no New Business.

RESOLUTION 14-10-02-03: Motion was made by Mr. Rogers to adjourn into Executive Session at 3:42 p.m. for purposes of discussing **Personnel** (employment).

Seconded by Mr. Dockry.

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

RESOLUTION 14-10-02-04: Motion was made by Mr. Rogers to adjourn Executive Session at 4:06 p.m. and return to Open Session.

Seconded by Mr. Dockry.

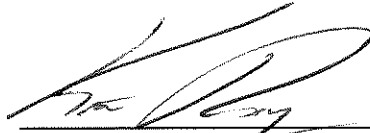
Roll Call	Aye	Nay
Mr. Dockry	X	
Mr. Rogers	X	

RESOLUTION 14-10-02-05: Motion was made by Mr. Dockry to adjourn at 4:06 p.m.

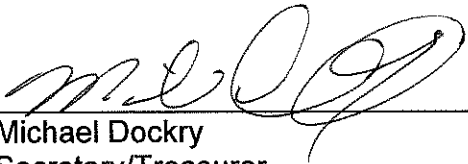
Seconded by Mr. Rogers.

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

MINUTES OF MEETING HELD OCTOBER 2, 2014



Keith Rogers
Vice President



Michael Dockry
Secretary/Treasurer



Dave Yost · Auditor of State

AUDITOR OF STATE UNIFORM ACCOUNTING NETWORK AGREEMENT

WHEREAS, Ohio Revised Code Section 117.101 authorizes the Auditor of State ("AOS") to establish and maintain a uniform and compatible computerized financial management and accounting system known as the Uniform Accounting Network (UAN), and to enter into necessary agreements with public offices for the provision of necessary goods, materials, supplies and services to such public offices; and,

WHEREAS, ABC Water and Storm Water District Local Government, in Madison County, Ohio ("Local Government"), desires to participate in the UAN, pursuant to the terms of this Agreement and of any subsequent administrative rules adopted by AOS;

NOW, THEREFORE, AOS and Local Government do mutually agree as follows:

I. GENERAL CONSTRUCTION

AOS and Local Government recognize that the objective of the UAN is to provide public offices with efficient and economical access to data processing hardware and software as well as technical support. AOS and Local Government agree to use their best efforts to cooperate in this endeavor; and it is intended that this UAN Agreement be construed in a manner to best attain that objective. The UAN Agreement does not involve a sale of goods under Ohio law; and AOS and Local Government agree that Ohio Revised Code Chapter 1302 does not apply to this Agreement.

II. AOS OBLIGATIONS

A. Generally

All AOS obligations to Local Government concerning the UAN are represented in this Agreement and the Ohio Revised Code, and the Ohio Administrative Code. Local Government understands that while the UAN is designed to have the likely effect of reducing clerical costs related to financial management and accounting, AOS makes no representations or warranties, express or implied that reduced costs or other savings will result, or that any other improvements in performance will result. Furthermore, this Agreement does not modify or otherwise affect the duties imposed by law upon AOS or Local Government.

B. Computer Hardware

AOS will provide the Hardware listed in Exhibit A, attached hereto and incorporated herein (the "Hardware"), including equipment, peripherals and accessories, to execute the computer program known as "Entity Workbench." AOS will retain title to and ownership of the Hardware and provide for the maintenance of the Hardware as it deems appropriate.

AOS reserves the right to make substitutions and modifications in the specifications of the hardware at any time during the term of the Agreement. AOS will deliver the Hardware to the Installation Site, which shall be located at the address set forth in Exhibit B, attached hereto and incorporated herein.

C. Computer Software

AOS will permit Local Government to use the Software and the associated documentation known as "Entity Workbench." AOS will provide copies of all Software listed in Exhibit C, attached hereto and incorporated herein, necessary for Local Government to participate in the UAN.

D. Installation, Training and User Manuals

AOS will install all Software necessary for Local Government to participate in the UAN. AOS will provide training as it deems appropriate and user manuals which will remain in Local Government's custody during the term of this Agreement.

E. Audits

To the extent AOS deems practicable, AOS will utilize data generated through use of the UAN to conduct future audits of Local Government. [Existing users are currently being audited in this manner.]

D. Additional Assistance/ Cost

In the event it is mutually agreed between the AOS or her representative and the legislative authority of the Local Government, that additional assistance is needed by the Local Government and/or its staff, the scope of the assistance and the associated cost shall be agreed to in writing prior to or within 30 days of the start of the provision of the assistance.

III. LOCAL GOVERNMENT OBLIGATIONS

Local Government obligations are represented in this Agreement as well as in any administrative rules which AOS may later adopt.

A. Computer Hardware

1. Local Government agrees to follow all instructions as may be from time to time communicated by AOS to the Local Government for the care, operation and maintenance of Hardware including, but not limited to, instructions on notifying AOS of any malfunction or damage to the Hardware.
2. Local Government agrees to be responsible for the cost of repairing or replacing any Hardware which is lost or damaged due to any condition or event outside of normal and authorized use. This includes, but is not limited

to, damages or loss caused by:

- a. Fire, flood, humidity, temperature, and other environmental causes;
 - b. Theft and vandalism;
 - c. The improper use of supplies, accessories, attachments, or other devices;
 - d. Unauthorized or negligent use;
3. Local Government agrees to keep all Hardware provided by AOS in a safe, hazard free environment in accordance with the Hardware manufacturer's documentation and to allow reasonable access to the Hardware by AOS and its authorized agents during normal business hours upon reasonable notice.
 4. Local Government agrees to keep all Hardware and Software provided by AOS at the authorized Installation Site specified in Exhibit B of this Agreement and will notify AOS within seven (7) days of any relocation in order to obtain reauthorization. Local Government shall affix and keep on any items provided by AOS, the bar code number identifying that the property is owned by AOS. Upon written demand of AOS or at the termination of this Agreement, Local Government agrees to pay all transportation costs for the return of the Hardware to either the Installation Site or to any other location designated by AOS.
 5. Local Government agrees that all Hardware provided by AOS to the Local Government Fiscal Officer and authorized designees of the Local Government Fiscal Officer shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.

B. Computer Software

1. Local Government agrees that all Software provided by AOS to the Local Government and authorized designees of the Local Government shall be used only for the purposes of serving the needs of the Local Government to meet the requirements of the UAN.
2. Local Government agrees to make only one archival copy of the Software provided by the AOS. This copy shall be made for backup purposes only. Local Government shall not otherwise copy or duplicate any Software or program documentation provided by AOS, and shall maintain adequate security measures to safeguard the Software against unauthorized access, copying or duplication. Local Government shall also ensure that its Local Government Fiscal Officer, employees and authorized designee(s) comply with such confidentiality and non-disclosure obligations as are required.

Local Government shall notify AOS within three (3) business days if it knows or has reason to know of any unauthorized access, copying, duplication or use of the whole or any part of any Software provided by AOS. Local Government agrees to be bound by the terms and conditions of any license agreement for the Software.

3. Local Government recognizes that it does not own the software provided by AOS and that it has only a right of limited use. The Local Government will not attempt to modify the Software, decompile or disassemble the object code version thereof, nor to install the Software in any other computer system. Local Government also agrees that it will keep confidential and not disclose, display, impart, divulge or otherwise reveal the contents of the Software to any third party who does not need to obtain access thereto in the official business of the Local Government or of the State of Ohio.
4. Local Government agrees to incorporate in the Software provided by AOS all updates, enhancements and modifications issued by AOS. Local Government shall not permit anyone other than the authorized representatives of AOS to change or alter, in any way, any Software provided by AOS.
5. Local Government agrees that only Software provided by AOS will be installed on the Hardware provided by AOS. Unauthorized installation of Software will result in the Local Government being held responsible for any costs incurred in the removal of the Software or costs resulting from the unauthorized installation of Software.

C. Reporting

Local Government agrees that it will, as prescribed by AOS and pursuant to instructions from AOS, transmit a copy of its data to the AOS. Local Government will also provide all information AOS may from time to time request in order to permit AOS to assure the uninterrupted performance and operation of the UAN.

D. User Agreement

Local Government agrees that it shall require the Local Government Fiscal Officer, and any other authorized designee(s), before using any Hardware and/or Software, to execute the User Agreements in the forms shown in Exhibit D and E respectively, attached hereto and incorporated herein.

E. Insurance

Local Government is required to maintain adequate insurance coverage for all hardware provided by AOS. Local Government's insurance shall provide for the repair and/or replacement of hardware for events including but not limited to theft, electrical failure and acts of God.

IV. USER FEES

A. Amount

Local Government agrees to pay into the Uniform Accounting Network Fund ("UAN Fund"), on a quarterly basis, a monthly User Fee based on the Fee Schedule shown in Exhibit F, attached hereto and incorporated herein, and thereafter, at the rates and in the manner established by AOS by administrative rule. In addition to the monthly user fee, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment described in Exhibit A to each participant pursuant to Exhibit F of this agreement. Local Government understands and agrees that the rates listed in the Fee Schedule shown in Exhibit F are subject to amendment at any time via administrative rule duly adopted by the Auditor of State. The initial User Fee payment will begin to accrue on the first day of the month following the completion of the classroom training provided by AOS.

B. Frequency and Method of Payment

Quarterly payments of User Fees will be due 30 days after receiving the quarterly invoice without the necessity of further demand for payment by AOS. All quarterly payments shall be made payable to the Treasurer of State - UAN Fund and mailed by the Local Government to:

Dave Yost
Auditor of State
Accounts Receivable Office
P.O. Box 1140
Columbus, Ohio 43216-1140

V. TERM AND TERMINATION

A. Term

This UAN Agreement is effective upon execution of this agreement and shall remain in effect until terminated as provided in this Agreement.

B. Termination by Local Government

Local Government may terminate this Agreement after twelve (12) months, after giving AOS ninety (90) days' written notice and by returning to AOS all Hardware and Software and other materials, as provided in Section VI.

C. Termination by AOS

1. AOS may terminate this Agreement without cause by giving Local Government ninety (90) days' written notice. Local Government shall upon termination of the contract surrender to AOS within fourteen (14) days all Hardware and Software and other materials provided by AOS.
2. AOS may immediately terminate this Agreement if Local Government commits any breach of any term or provision of this Agreement that is not capable of being remedied, or in the case of a breach capable of being remedied, shall have failed to remedy the breach within thirty (30) days after the receipt of a request in writing from AOS to do so.

D. Liability After Termination

Following the effective date of termination, this Agreement shall be of no further force or effect except that Local Government shall remain liable for any of its obligations or liabilities arising from activities carried on by it hereunder prior to the effective date of termination of this Agreement, including, but not limited to those matters set forth in Section VII and Section VIII(E) of this Agreement.

VI. SURRENDER OF HARDWARE AND SOFTWARE

Upon termination of this UAN Agreement, Local Government shall immediately return to AOS, at Local Government's expense, all Hardware and Software provided by AOS, in the same condition as received, less normal wear and tear, and shall deliver to IT/UAN the Hardware and Software packed and ready for shipment to the place specified by AOS. Failure of Local Government to comply with the provisions of this clause shall permit AOS, without notice, to enter the Installation Site and remove all Software and other Materials provided by AOS under this Agreement, between the hours of 8:00 a.m. and 6:00 p.m. on any Monday through Friday.

VII. INDEMNITY

Local Government shall indemnify and hold harmless and keep AOS, its assigns, designees, developers and/or vendors fully and effectively indemnified against any and all losses, claims, damages, charges, expenses, liabilities, demands, proceedings and actions which AOS may sustain or incur or which may be brought or established against it or any of its assigns, designees, developers or vendors by any person or Local Government and which in any case arise out of or in relation to or by reason of:

1. any breach by Local Government of any of the terms or provisions of this Agreement, whether express or implied;
2. any breach or alleged breach by Local Government of any applicable laws or regulations relating to the licensing of the Software, including but not limited to trade secret laws or regulations; or

3. any unauthorized act or omission of Local Government or its employees, assigns or designees and which are not in any such case due to recklessness or willful misconduct of AOS or breach of any obligations of AOS under this Agreement.

If any claim is made against AOS, its assigns, designees, developers or vendors for which indemnification is sought pursuant to this clause, AOS shall consult with the Local Government and subject to being secured to its reasonable satisfaction, shall cooperate with Local Government in relation to any reasonable request made by Local Government with respect to such claim.

VIII. MISCELLANEOUS

A. Entire Agreement; Governing Law; Amendment; Severability

This Agreement constitutes the entire understanding between the parties concerning the subject matter of the Agreement and shall be governed by and construed in accordance with the laws of the State of Ohio. No waiver or amendment of any term or provision of this Agreement shall be effective unless made by a written instrument signed by both parties. Each term or provision of this Agreement shall be construed separately and, notwithstanding that any such provision may prove to be illegal or unenforceable, the remaining terms and provisions of this Agreement shall continue in full force and effect.

B. Headings

The headings to the clauses of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

C. Assignment

This Agreement is personal to the Local Government, and Local Government shall not assign or otherwise transfer any of its rights or obligations hereunder, whether in whole or in part, without the prior express written consent of AOS.

D. Legal Relationship

Nothing in this Agreement shall render Local Government or AOS a partner, agent, representative or joint venturer of the other. AOS and Local Government shall not purport to undertake any obligation of the other, nor shall AOS be liable to Local Government for any debts, obligations or actions of Local Government.

E. Liability

AOS and its assigns, designees, developers or vendors shall not be liable to Local Government for any loss or damage sustained or incurred by Local Government resulting from any defect or error in the Hardware or Software, or from the use by Local Government of the Hardware or Software.*

F. Notice

All demands and notices concerning termination or breach of this Agreement shall be sent in writing by certified mail, return receipt requested, addressed to the respective parties at the addresses set forth below, or to such other address as each may hereafter designate:

To AOS: Uniform Accounting Network
Auditor of State
P.O. Box 1140
Columbus, Ohio 43216-1140

To Local Government: ABO Water and Storm Water District
Attn: George Patton
8299 Market Street
Boardman, OH 44512

G. Other Documents

Local Government agrees to execute any other documents AOS may reasonably require regarding the UAN including, but not limited to, the User Agreement and documents relating to the Hardware and Software.

* Moreover, the inclusion of a specific revenue source and/or expenditure in the software does not guarantee that your Local Government is authorized by law to engage in a transaction involving that specific revenue source and/or expenditure. Local Government is advised to consult its statutory legal counsel to determine whether a particular transaction is authorized by law.


IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this Agreement as of and effective on this 2nd day of October, 2014.


DAVE YOST
AUDITOR OF STATE

ENTITY GOVERNING BOARD

By: _____

Office of the Auditor of State








EXHIBIT A

HARDWARE

Equipment

- CPU
- Hard Drive
- CD ROM/CD RW
- Modem
- Monitor
- Speaker bar
- Keyboard
- Mouse

Peripherals

- Printer

Accessories

- Surge Protector

EXHIBIT C

ENTITY WORKBENCH SOFTWARE

1. Operating System Software
 - a. Windows XP
2. Application Software
 - a. Accounting and Budgeting System Module
 - b. Payroll System Module (optional)
 - c. Cemetery Tracking System Module
 - d. Inventory Tracking System Module
3. Office Automation Software
 - a. Microsoft Office 2007
 - b. Microsoft Works (optional)
4. Utility and Support Software
 - a. Symantec Anti-Virus
 - b. Symantec pcAnywhere
 - c. Roxio Easy CD Creator
 - d. iPass Internet Access
 - e. Outlook Express
 - f. Printscreen 2000 Software
 - g. Amyuni PDF Writer

Note - Software includes associated documentation.

EXHIBIT D

**LOCAL GOVERNMENT FISCAL
OFFICER'S USER AGREEMENT**

**AUDITOR OF STATE
UNIFORM ACCOUNTING NETWORK
AUTHORIZED USER AGREEMENT**

I, the undersigned, hereby certify that I am the Local Government Fiscal Officer of *ABC Water and Storm Water District* Local Government, in *Mahoning* County, Ohio ("Local Government"), and that I have been duly authorized by Local Government to use and operate the Hardware, Software and accompanying documentation (collectively, the "Computer Equipment") provided by the Auditor of State ("AOS"), to participate in the Uniform Accounting Network ("UAN"). This User Agreement is made pursuant to the attached UAN Agreement between AOS and Local Government. I agree to the following conditions concerning the care and use of the computer equipment and Software:

1. I understand that AOS owns the Hardware and that it has been provided to Local Government solely for participation in the UAN. I agree to follow all instructions issued by AOS for the care and maintenance of the Computer Equipment and to use it only for the official business of the Local Government. If the Computer Equipment is to be located in my home, I also agree to allow authorized agents of AOS and the Local Government to have reasonable access to it. I understand that if it becomes necessary to repair or to remove the Computer Equipment, I may be required to allow access to the Computer Equipment during regular business hours after I have received reasonable notice.
2. I agree to be personally responsible for the care and custody of the Computer Equipment which has been entrusted to my care. I understand that I will be subject to liability if I copy the Software and accompanying documentation or allow others to do so. I will allow only those persons duly authorized by Local Government or AOS to use the Computer Equipment provided by AOS.
3. I acknowledge that under the UAN Agreement, I am prohibited from changing, in any respect, the Computer Equipment provided by AOS.
4. I understand that the UAN is a voluntary cooperative venture between Local Government and AOS, for the benefit of the people of Local Government and the State of Ohio. I agree to learn all of the UAN procedures to the best of my ability, to take full advantage of the training provided by AOS, and to ask for help when necessary. I understand and agree that it is my responsibility to undertake the necessary training to become knowledgeable of all UAN procedures in order to properly operate the Computer Equipment.

5. I agree that, upon demand of either Local Government or AOS, I will make available all Computer Equipment provided by Local Government and AOS which is in my custody as well as any Software, documents and records which have been produced as a result of my work on the Computer Equipment.

Signed: George Plattan

Date: 10-2-2014

Telephone: 330-729-2069

EXHIBIT E

**LOCAL GOVERNMENT FISCAL
OFFICER'S AUTHORIZED
DESIGNEE USER AGREEMENT**

**AUDITOR OF STATE
UNIFORM ACCOUNTING NETWORK
AUTHORIZED USER AGREEMENT**

I, the undersigned, hereby certify that I am an authorized designee of the Local Government Fiscal Officer of Arcade Water and Storm Water District Local Government, in Mahoning, County, Ohio ("Local Government"), and that I have been duly authorized by Local Government to use and operate the Hardware, Software and accompanying documentation (collectively, the "Computer Equipment") provided by the Auditor of State ("AOS"), to participate in the Uniform Accounting Network ("UAN"). This User Agreement is made pursuant to the attached UAN Agreement between AOS and Local Government. I agree to the following conditions concerning the care and use of the computer equipment and Software:

1. I understand that AOS owns the Hardware and that it has been provided to Local Government solely for participation in the UAN. I agree to follow all instructions issued by AOS for the care and maintenance of the Computer Equipment and to use it only for the official business of the Local Government. If the Computer Equipment is to be located in my home, I also agree to allow authorized agents of AOS and the Local Government to have reasonable access to it. I understand that if it becomes necessary to repair or to remove the Computer Equipment, I may be required to allow access to the Computer Equipment during regular business hours after I have received reasonable notice.
2. I agree to be personally responsible for the care and custody of the Computer Equipment which has been entrusted to my care. I understand that I will be subject to liability if I copy the Software and accompanying documentation or allow others to do so. I will allow only those persons duly authorized by Local Government or AOS to use the Computer Equipment provided by AOS.
3. I acknowledge that under the UAN Agreement, I am prohibited from changing, in any respect, the Computer Equipment provided by AOS.
4. I understand that the UAN is a voluntary cooperative venture between Local Government and AOS, for the benefit of the people of Local Government and the State of Ohio. I agree to learn all of the UAN procedures to the best of my ability, to take full advantage of the training provided by AOS, and to ask for help when necessary. I understand and agree that it is my responsibility to undertake the necessary training to become knowledgeable of all UAN procedures in order to properly operate the

Computer Equipment.

5. I agree that, upon demand of either Local Government or AOS, I will make available all Computer Equipment provided by Local Government and AOS which is in my custody as well as any Software, documents and records which have been produced as a result of my work on the Computer Equipment.

Signed:

Steve Patton

Date:

10-2-2014

Telephone:

EXHIBIT F
FEE SCHEDULE

Total Resources			Monthly Fee
\$ 0	to	\$50,000	\$ 8
\$50,001	to	\$100,000	\$ 18
\$100,001	to	\$150,000	\$ 30
\$150,001	to	\$200,000	\$ 37
\$200,001	to	\$250,000	\$ 44
\$250,001	to	\$300,000	\$ 51
\$300,001	to	\$350,000	\$ 62
\$350,001	to	\$400,000	\$ 72
\$400,001	to	\$450,000	\$ 83
\$450,001	to	\$500,000	\$ 95
\$500,001	to	\$600,000	\$105
\$600,001	to	\$750,000	\$135
\$750,001	to	\$1,000,000	\$165
\$1,000,001	to	\$2,500,000	\$215
\$2,500,001	to	\$5,000,000	\$255
\$5,000,001	to	\$7,500,000	\$280
\$7,500,001	to	\$10,000,000	\$300
\$10,000,001	or	MORE	\$325

UAN fees are calculated on total resources. "Total Resources" means the sum from the prior year, for all funds other than agency funds, of the unencumbered beginning of the year cash balances plus the total amount of all receipts and other financing sources except interfund advances, transfers, and the proceeds from the sale of bonds, notes and other debt. The auditor of state may exclude other funds or funding sources from the calculation of total resources. The total resources will be calculated by the office of the auditor of state for billing purposes.

In addition to the monthly fees, each local government participating in the Uniform Accounting Network shall also pay a monthly hardware surcharge of \$50 to cover the expense related to providing computer equipment to each participant.

For any local government office that participates in the Uniform Accounting Network but has not been in existence for at least one full calendar year, the monthly fee shall be based on a reasonable projection of the total resources as determined by the local government and the office of the auditor of state.

(Note: These fees are subject to amendment at any time via administrative rule duly adopted by the Auditor of State.)