

MINUTES OF MEETING HELD JANUARY 21, 2020

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

RESOLUTION 20-01-21-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held December 11, 2019.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
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Mr. Rogers	X	
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RESOLUTION 20-01-21-02: Motion was made by Mr. Loree to approve the Minutes of the Special Meeting held December 23, 2019.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
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Mr. Rogers	X	
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RESOLUTION 20-01-21-03: Move to approve CT Consultants, Inc., as the engineering firm to provide design, bid, construction administration and construction observation for the replacement of Robinhood Way Culvert in Boardman Township not to exceed \$16,100.00 from line item expense # 5101-539-346-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
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Mr. Rogers	X	
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RESOLUTION 20-01-21-04: Move to authorize Stephanie Landers, Administrative Assistant, to apply for an Ohio Bureau of Workers Compensation account for the ABC Water and Storm Water District and to pay the \$120.00 application fee from line item expense # 5101-539-600-0001.

Seconded by Mr. Rogers.

<u>Roll Call</u>	<u>Aye</u>	<u>Nay</u>
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Mr. Loree	X	
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Mr. Rogers	X	
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There were no petitions to review.

MINUTES OF MEETING HELD JANUARY 21, 2020

There was no Old Business.

There was no New Business.

RESOLUTION 20-01-21-05: Motion was made by Mr. Loree to adjourn into Executive Session at 2:09 p.m. for purposes of discussing **Land Acquisition**.
Seconded by Mr. Rogers.

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

RESOLUTION 20-01-21-06: Motion was made by Mr. Loree to adjourn Executive Session at 2:25 p.m. and return to Open Session.
Seconded by Mr. Rogers.

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

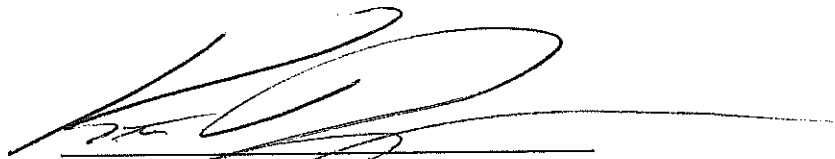
RESOLUTION 20-01-21-07: Motion was made by Mr. Rogers to authorize Mr. Loree to engage a realtor to represent land acquisition in Boardman Township.
Seconded by Mr. Rogers.

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

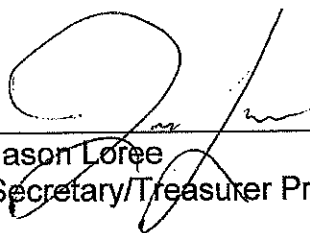
RESOLUTION 20-01-21-08: Motion was made by Mr. Loree to adjourn at 2:26 p.m.
Seconded by Mr. Rogers.

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

MINUTES OF MEETING HELD JANUARY 21, 2020



Keith Rogers
President



Jason Lorie
Secretary/Treasurer Pro Tem

work authorization



name: ABC Water and Storm District date: 12/20/19 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: Robinhood Way Culvert Replacement – Loch Heath & Red Grouse Addon project description: Design, Bid, Construction Administration and Construction Observation for the replacement of the Robinhood Way Culvert.
project location: Township of Boardman invoicing instructions: Design and Bid Phase Services, Lump Sum, \$12,000. Construction Administration and Construction Observation Services, Hourly with Recommended Budget of \$4,100.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water District CT CONSULTANTS, INC.

By  Mark Deliso, P.E.
Authorized Signature

Date Accepted 1-21-2020 Date 1/23/2020

Please sign and return one copy to our office.

work authorization



ABC Water & Stormwater District
Work Authorization -- December 20th, 2019
Loch Heath Lane & Red Grouse Court Culvert Replacements -- Robinhood Way Culvert Addon

SCOPE (SPECIFIC TO ROBINHOOD WAY CULVERT):

Design Phase (\$12,000, Lump Sum)

1. Place Ohio Utilities Protection Service call to locate existing utilities.
2. Conduct a site survey for design of the proposed facilities.
3. Evaluate tributary drainage area.
4. Model culverts, ponds and weirs.
5. Design of two (2) culverts and technical specifications.
6. Provide a final construction cost estimate
7. Conduct two (2) design meetings with Owner.
8. Prepare and submit all permit applications on behalf of the Owner. This includes preparing drawings for permit applications.
9. Preparation of easement exhibits for Owner. Owner to meet with property owners and secure signatures.
10. Preparation of drawings, contract documents and technical specifications for construction.

Bid Phase (\$0, Lump Sum)

11. Preparation of the Bid Advertisement. Owner to pay advertising fee.
12. Distribute plans and contract documents. Please note that we are assuming the use of CT Standard Contract Documents (EJCDC -- Standard General Conditions of the Construction Contract prepared by Engineers Joint Contract Documents Committee). These are industry standard contract documents.
13. Conduct a preconstruction meeting with Contractor and provide meeting minutes.
14. Provide needed Addendums.
15. Review bids and provide opinion to award contract.

NO additional cost due to adding the Robinhood Way Culvert into the existing Loch Heath Lane & Red Grouse Culvert replacement project.

Construction Administration & Construction Observation Phase (\$4,100, Hourly -- Recommended Budget)

16. Conduct one (1) preconstruction meeting and provide meeting minutes.
17. Review shop drawings submitted by Contractor.

work authorization



18. Review and process payment applications submitted by Contractor, make recommendation for payment to Owner.
19. Provide change order reviews and recommendations.
20. CT proposes to provide spot Construction Observation services (typically referred to as "part-time") to check on the Contractors progress. We have assumed a total of 40 hours for this service, which includes travel time.
21. Provide "As-Constructed" final plans from the information submitted by the Contractor.
22. Provide project close out documentation.

Additional Services

The following services are not included in this project scope, but can be provided if requested:

1. Full-time Construction Observation services. If Owner desires full-time inspection, this can be provided at any time in the project life. Since CO services are proposed to be completed on an hourly basis, a revised time estimate and budget will be provided if full-time CO services are requested.
2. Geotechnical engineering.
3. Pavement, soil, backfill and/or compaction testing.
4. Subsurface Utility Exploration (SUE) services.
5. Wetland Impact permitting to the United States Army Corps of Engineers (USACE), if required.
6. Modify documents resulting from significant changes in general scope, extent, or character of the project or its design, including but not limited to changes in size, complexity, schedule, and revision of previously accepted studies, reports, design documents, or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders acted on subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CT's control.



PATRICK T. GINNETTI, P.E., P.S.
MAHONING COUNTY ENGINEER

INVOICE FOR PHASE II PERMIT
ANNUAL DISCHARGE FEE
BOARDMAN TOWNSHIP

2020

TOTAL FEE \$6,294.00

URBANIZED AREA 22.5 sq. mi.

PRORATED SHARE \$2,250.00

TOTAL AMOUNT DUE \$2,250.00

PLEASE MAKE CHECK PAYABLE TO: TREASURER, MAHONING COUNTY

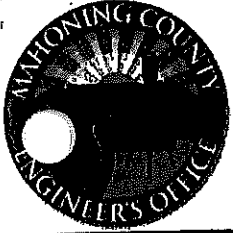
PLEASE REMIT TO:

MAHONING COUNTY ENGINEER
940 BEARS DEN ROAD
YOUNGSTOWN, OHIO 44511

OK
AMF
2-10-2020

PLEASE REMIT BY: 2/29/20





PATRICK T. GINNETTI, P.E., P.S.
MAHONING COUNTY ENGINEER

January 10, 2020

Boardman Township
8299 Market Street
Boardman, OH 44512

Dear Trustees:

As you may recall, in an effort to comply with Phase II of the Clean Water Act, Mahoning County Co-Permittees are required to pay an Annual Discharge Fee of \$100 per square mile of regulated area to the Ohio EPA. As in the past, our office has paid the permit fee and is invoicing you for your pro-rated share.

Attached is an invoice for your share of the permit fee. Please remit your payment to the County Engineer's Office payable to Treasurer, Mahoning County by February 29, 2020. Thank you in advance for your cooperation in this matter. If you have any questions, please contact our office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Patrick T. Ginnetti", is written over a horizontal line.

Patrick T. Ginnetti, P.E., P.S.
Mahoning County Engineer



MINUTES OF MEETING HELD FEBRUARY 18, 2020

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 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 20-02-18-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held January 21, 2020.

Seconded by Mr. Dockry.

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

RESOLUTION 20-02-18-02: Motion was made by Mr. Rogers to approve and pay all bills and payroll 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 20-02-18-03: Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Dockry.

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

RESOLUTION 20-02-18-04: Motion was made by Mr. Rogers to approve the reimbursement to Boardman Township for the 2020 Mahoning County Phase II Permit Annual Discharge Fee for Boardman Township in the amount of \$2,250.00 from line item expense # 5101-539-391-0001.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD FEBRUARY 18, 2020


There were no petitions to review.

There was no Old Business.

There was no New Business.

RESOLUTION 20-02-18-05: Motion was made by Mr. Loree to adjourn at 2:05 p.m.
Seconded by Mr. Dockry.

<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

MINUTES OF MEETING HELD APRIL 21, 2020

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 via conference call 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.

There was no Old Business.

RESOLUTION 20-04-21-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held February 18, 2020.

Seconded by Mr. Loree.

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

RESOLUTION 20-04-21-02: Motion was made by Mr. Rogers to approve and pay all bills and payroll 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 20-04-21-03: Motion was made by Mr. Rogers to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD APRIL 21, 2020

RESOLUTION 20-04-21-04: Motion was made by Mr. Loree to accept the Public Entities Pool of Ohio insurance proposal for \$1,450.00 commencing April 1, 2020 through March 31, 2021 from Appropriation Lines 5101-539-350-0001, 5101-539-350-0002, and 5101-539-350-0003.

Seconded by Mr. Dockry.

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

RESOLUTION 20-04-21-05: Motion was made by Mr. Rogers to approve the attached Work Authorization for CT Consultants for additional services for the Loch Heath Lane and Red Grouse Court culvert replacements in Boardman Township not to exceed \$11,950.00 from Appropriation Line 5101-539-346-0001.

Seconded by Mr. Dockry.

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

RESOLUTION 20-04-21-06: Motion was made by Mr. Rogers to approve the attached Work Authorization for CT Consultants for bid phase services related to the CCTV work for Cranberry Run in Boardman Township not to exceed \$6,400.00 from Appropriation Line 5101-539-349-0001.

Seconded by Mr. Loree.

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

RESOLUTION 20-04-21-07: Motion was made by Mr. Rogers to approve tree removal services from Davey Tree in the amount not to exceed \$14,478.75 from Appropriation Line 5101-539-349-0001 for Boardman. Landscaping costs are not needed. These trees are being removed for a future Storm Water Project.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD APRIL 21, 2020

RESOLUTION 20-04-21-08: Motion was made by Mr. Rogers to approve the attached Work Authorization Request for General Services with CT Consultants for Boardman Township for on-going administrative and engineering services as requested by the District Board, including meetings and Adjustment/Credit application processing, not to exceed \$20,000.00 from Appropriation Line 5101-539-346-0001.

Seconded by Mr. Loree.

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

RESOLUTION 20-04-21-09: Motion was made by Mr. Loree to approve the resolution and exhibit attached for account credits, refunds and E.R.U. Adjustments for Boardman as identified by the District Engineer, CT Consultants, from Appropriation Line 5101-539-610-0001.

Seconded by Mr. Dockry.

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

RESOLUTION 20-04-21-10: Motion was made by Mr. Rogers to approve the Attached Resolution for the Reimbursement Agreement between the ABC District and Boardman Township for funding given to the ABC District by Boardman Township for Legal and Engineering Expenses. Reimbursements are to be taken from Appropriation Line 5101-539-790-0001.

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 APRIL 21, 2020

RESOLUTION 20-04-21-11: Motion was made by Mr. Loree to approve a partial reimbursement of services rendered by the Boardman Township Road Department in the amount of \$35,606 in 2019. The Boardman Township Road Department has tracked and keeps records of worked performed and has asked ABC District for assistance to recoup costs. Invoices were reviewed by the District's Engineer to ensure they were all related to the Storm Water system. Invoices from January through May 2019 are attached to the minutes herein. The amount to be taken from Appropriation Line 5101-640-640-0001.

Seconded by Mr. Rogers.

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

RESOLUTION 20-04-21-12: Motion was made by Mr. Loree to approve community education mailing services through Boardman Township, 8299 Market Street, Boardman, OH 44512 for a total of \$11,463.88, per the attached invoices from Appropriation Line 5101-539-640-0001. Boardman Township has an account setup with a mass mailing provider and is seeking reimbursement for the mailers which include the printing cost.

Seconded by Mr. Rogers.

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

There were no petitions to review.


Under New Business, Mr. Rogers asked the Board to consider 3-4 quotes from different banks to repair Pebble Beach and extend that to Boardman Township for engineering costs that are coming up exceeding \$1.2 million with a repayment over 7-10 years.

RESOLUTION 20-04-21-13: Motion was made by Mr. Rogers to adjourn at 2:18 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	

MINUTES OF MEETING HELD APRIL 21, 2020



Keith Rogers
President



Michael Dockry
Secretary/Treasurer

Payment Listing

2/19/2020 to 4/21/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
1064	02/27/2020	02/27/2020	AW	ALBERS AND ALBERS	\$13,279.90	O
1065	02/27/2020	02/27/2020	AW	OHIO BUREAU of WORKERS COMPENSATI	\$24.80	O
1066	03/04/2020	03/04/2020	AW	CT CONSULTANTS	\$72,457.08	O
1067	03/05/2020	03/05/2020	AW	CT CONSULTANTS	\$11,064.78	O
1068	03/05/2020	03/05/2020	AW	STEPHANIE LANDERS	\$27.87	O
1069	03/20/2020	03/20/2020	AW	Ohio Bureau of Workers Compensation	\$45.90	O
1070	03/20/2020	03/20/2020	AW	IDMI.Net	\$2,800.00	O
1071	03/30/2020	03/30/2020	AW	ECO Environmental Collaborative of Ohio	\$1,425.00	O
1072	04/09/2020	04/09/2020	AW	PUBLIC ENTITIES POOL OF OHIO	\$1,450.00	O
Total Payments:					\$102,575.33	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$102,575.33	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

RESOLUTION NO. 20-04-21-10

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 21th day of April 2020 at 2:00 p.m. at the Various Locations due to the COVID-19 Health Pandemic following recommended Ohio Attorney General Protocols for video/teleconferencing, with the following members present:

Mr. Michael Dockry, Mr. Jason Loree and Mr. Keith Rogers

Mr. Rogers 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 Reimbursement Agreement with Boardman Township, as presented, attached hereto as Exhibit A, and further authorizes the Board members to sign the Agreement on behalf of the District.
2. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Mr. Dockry moved to second the above.

Michael Dockry
Jason Loree
Keith Rogers

AYE
AYE
AYE

Adopted the 21th day of April, 2020.

[Signature]
Michael Dockry

[Signature]
Jason Loree

[Signature]
Keith Rogers

Attest:

[Signature]
Secretary, Board of Trustees

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement") is entered by and between BOARDMAN TOWNSHIP, in Mahoning County, Ohio ("Boardman") and the ABC WATER AND STORM WATER DISTRICT ("ABC" or the "District"), both political subdivisions of the State of Ohio, (collectively, the "Parties") and is made pursuant to:

Resolution No. 20-05-20-12, adopted by Boardman on the 20th day of May, 2020;
and,

Resolution No. 20-04-21-10, adopted by ABC on the 21st day of April, 2020

WHEREAS, ABC is a public body governed by Chapter 6119 of the Ohio Revised Code and established to perform, among other things, various water resource projects related to potable water and storm water disposal and management in Austintown Township ("Austintown"), Boardman Township ("Boardman") and Boardman Township ("Boardman") which are located in Mahoning County, Ohio; and,

WHEREAS, Boardman has advanced certain sums of money to the District related to administrative and professional fees for the purpose of planning the storm water disposal and management system in Boardman, pursuant to Ohio Revised Code Section 505.705 and 6119.04(F), and has previously entered into certain Reimbursement Agreements with the District with relation thereto as hereinafter described; and

WHEREAS, ABC received said sums so advanced by the Township for said purposes; and,

WHEREAS, the parties desire to enter into this Reimbursement Agreement stating the terms upon which said sums so advanced shall be repaid; and,

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Ohio Revised Code Sections 505.705, 6119.06(Q) and 9.482(B).

NOW, THEREFORE, in consideration of the mutual promises and covenants each to the other made, and in consideration of other good and valuable consideration, which the Parties hereto specifically acknowledge to exist, including the potential future advance of further funding, the future sharing of personnel and equipment, as well as the potential future joint construction of projects, Boardman and ABC do hereby promise, covenant and agree that:

1. GENERAL AGREEMENT:

- 1.1. Boardman Township has advanced to the District, to date, the total sum of \$214,394.76. Such Total Sum to Date includes funding provided to the District by Boardman pursuant to a certain Reimbursement Agreement entered into by the Parties on or about March 6, 2013, to pay for the stormwater study commissioned by the District with CDM Smith Engineering Firm and CT Consultants in the amount of , as well as funding provided to the District by Boardman related to the establishment of the District as well as general expenses of the District since its inception, including legal fees, engineering fees, administrative expenses, and other costs, in the amount of \$122,312.76. All such sums were advanced by Boardman with the understanding and

agreement of the Parties that the District would, when funding became available, repay all said sums so advanced, as hereafter further provided.

2. **REPAYMENT SOURCE AND DUE DATE:**

- 2.1. From revenue collected by ABC through a storm water fee (the "Fee"), ABC will reimburse Boardman the sum of \$214,394, by ~~May 31st 2020~~. Such sum shall be either the Total Sum to Date or such lesser amount as is determined by the Board pursuant to Section 3 herein.

*August 31, 2020
(20-08-18-10)*

3. **REPAYMENT CONDITIONS:**

- 3.1. For the purposes of making said reimbursement, ABC hereby pledges only that portion of revenue from the Fee which is available after paying all other monthly ABC obligations and which is necessary to reimburse said amount by the Due Date.
- 3.2. If, after paying all other monthly obligations of ABC, the revenue collected by the Fee is insufficient to reimburse Boardman said amount by the Due Date, ABC agrees to notify Boardman of said fact as soon as possible, and Boardman shall agree to extend the Due Date to a mutually satisfactory date or to forgive said debt, taking into account the amount of revenue regularly received by ABC from the Fee.

4. **FUTURE FUNDING, SHARING OF EQUIPMENT AND PERSONNEL, FUTURE CONSTRUCTION PROJECTS:**

- 4.1. The Parties further agree that Boardman may advance funds in the future to pay for District studies and other costs and to provide for the sharing of equipment and personnel and the joint construction of projects. In the event that sums are advanced with relation thereto, such sums shall be added to the sums which shall be reimbursed to Boardman and shall be repaid in accordance with this Agreement.

5. **RECORDS MAINTENANCE:**

- 5.1. Both Parties shall keep and maintain a ledger, or other accounting mechanism, which accurately records in its official records all sums so paid or reimbursed to that Party. At any time, either Party may request and shall receive within thirty (30) days, an accounting from the other reflecting amounts paid, amounts reimbursed, and reflecting how such sums were utilized by each Party.

6. **EFFECTIVE DATE AND TERM:**

- 6.1. This Agreement shall be effective upon the last date of the execution of the same by the Parties and shall continue in full force and effect unless rescinded by action of Boardman and ABC, and shall be subject to amendments or supplements when required by the provisions hereof or when found to be necessary because of changes in laws or regulations or otherwise.

7. **NOTICES:**

- 7.1. Any notice to be given by the Parties to each other in relation to or in accordance with the provisions hereof shall be deemed to have been given, in the case of Boardman, if delivered to the President of the Board of Trustees of ABC and, in the case of ABC, if delivered to the Chairman of the Board of Trustees of Boardman; but any Party may change such designation by delivery of such a written notice to the other.

8. **NO THIRD-PARTY; SUCCESSION AND ASSIGNMENT:**

- 8.1. This Agreement shall be binding upon and inure to the sole benefit of the Parties and any successors and permitted assigns of Parties and nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Boardman and ABC. Any officer, official, board, committee or other entity that hereafter, by operation of law, succeeds to the powers and duties of those designated herein, shall be deemed to be included in the applicable designation.
- 8.2. Either Party may assign all or a portion of its rights under this Agreement, provided that any such assignment shall be subject to the consent of the other Party.

9. **SUBORDINATION:**

- 9.1. This Agreement shall, in all respects, be subject to the provisions of any indenture of mortgage, trust agreement, trust indenture agreement, bond agreement, loan agreement, resolution, voted tax or bond issue, or other financing document or agreement, which may be entered into by ABC to authorize or secure bonds, notes or other financing to pay the costs, or a portion thereof, of constructing, extending, or otherwise improving its water or storm water systems. Additionally, nothing herein shall be construed so as to limit the authority of ABC under Chapter 6119 of the Ohio Revised Code, including, but not limited to, the right of ABC to levy taxes and assessments, charges, fees, etc. as ABC deems necessary or appropriate

10. **ENFORCEABILITY:**

- 10.1. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portions so held invalid or unconstitutional.

11. **WAIVER OF BREACH:**

- 11.1. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

12. **ENTIRE AGREEMENT MODIFICATION:**

- 12.1. This Agreement contains the entire agreement of the Parties. It may not be modified orally, but only by agreement in writing signed by both Parties. The language of all parts of this Agreement shall 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, is not to be construed against or for any individual party.

13. GOVERNING LAW:

13.1. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

14. NO PERSONAL LIABILITY:

14.1. The obligations contained herein are those of the Parties themselves, and nothing herein shall be construed as creating any personal liability on the part of any board member, officer or agent of any public body which is a Party hereto.


15. MERGER:

15.1. The prior Reimbursement Agreement as enumerated herein in Section 1, is hereby extinguished and merged into this Agreement the terms of which shall hereafter govern. This Agreement does not extinguish the Agreement for Fiscal and Administrative Services entered into by and between ABC and Boardman Township on or about November 18, 2010, which shall remain in full force and effect.

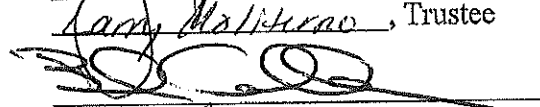
IN WITNESS WHEREOF, this Agreement shall become effective as between the Parties on the last date of execution by the Parties, as written below.

The Parties hereto have set their hands on the respective days written below.

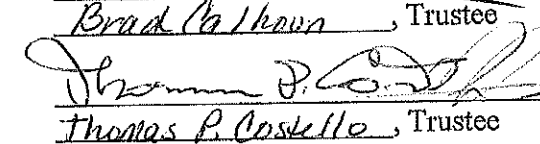
BOARDMAN TOWNSHIP, MAHONING COUNTY, OHIO



Gary Malitcrav, Trustee



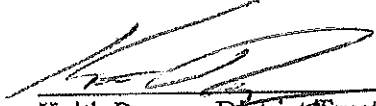
Brad Calhoun, Trustee



Thomas P. Costello, Trustee

Date: 5-20-2020


ABC WATER AND STORM WATER DISTRICT



Keith Rogers, District Trustee



Michael Dockry, District Trustee



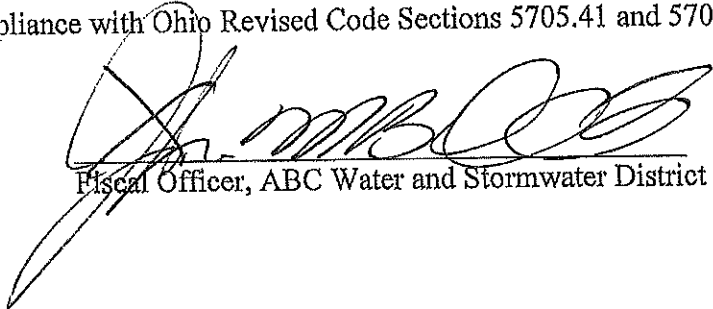
Jason Loree, District Trustee

Date: 4-21-2020

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the ABC Water and Stormwater District ("District") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the District during the year 2020, and thereafter, have been lawfully appropriated, or will be appropriated by the District for such purposes, and are in the treasury of the District, or are 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.

4-21-2020
Date


Fiscal Officer, ABC Water and Stormwater District

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of Boardman Township ("Township") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the Township during the year 2020, and thereafter, have been lawfully appropriated, or will be appropriated by the Township for such purposes, and are in the treasury of the Township, or are 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.

5-20-2020
Date



Fiscal Officer, Boardman Township

Exhibit
A

Boardman and Canfield Township District Expense Summary

ABC Water and Stromwater District Engineering Costs	Total Bill	Split Billing	
		Boardman 75%	Canfield 25%
Task Order # 1 CDM Smith	\$ 68,875.00	\$ 51,656.25	\$ 17,218.75
Task Order # 2 CDM Smith	\$ 36,900.00	\$ 27,675.00	\$ 9,225.00
CT Consultants	\$ 17,000.00	\$ 12,750.00	\$ 4,250.00
Total	\$ 122,775.00	92,082.00	30,694.00

Albers and Alers-Total of Invoices for Boardman

<u>Year Invoiced</u>	<u>Amount Invoiced</u>
2008	\$ 11,097.18
2009	\$ 32,580.53
2010	\$ 14,294.18
2011	\$ 22,818.59
2012	\$ 8,561.09
2013	\$ 8,329.35
2014	\$ 8,880.00
2015	\$ 949.08
2016*	\$ 9,701.24
2017	\$ 5,101.52
Total	\$ 122,312.76

RESOLUTION NO. 20-04-21-09

ABC Water and Stormwater District
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Stormwater District, Mahoning County, Ohio met in regular session, pursuant to notice, on the 21st day of April, 2020 at 2:00 p.m. / (p.m.) at the offices of 8299 Market Street, Boardman, Ohio 44512, with the following members present: Mr. Michael Dockery, Mr. Keith Rogers, and Mr. Jason Loree. *via conference call:*

Mr. Loree moved the adoption of the following Resolution:

WHEREAS, CT Consultants has identified accounts that needed to be adjusted and are owed a refund by the District; and

WHEREAS, because of said refunds, it is now necessary to appropriate additional sums for such expenses; now, therefore,

BE IT RESOLVED by the Board of Trustees as follows:

1. That, to provide for the current expenses and other expenditures of the Board of Trustees during the fiscal year beginning January 1, 2020 and ending December 31, 2020, the following supplemental sums 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:
 - Additional n/a dollars (\$ _____).
2. That the District Board of Trustees hereby authorizes the account adjustments, including account credits, refunds and ERU adjustments, all as recommended by CT Consultants on its data spreadsheet, as presented, and attached hereto as "Exhibit A."
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.

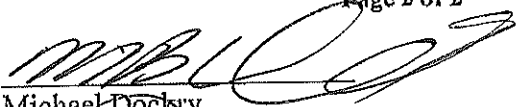
Mr. Dockery moved to second the above.

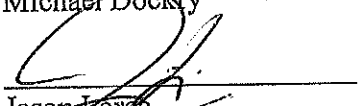
As to the above, vote resulting as follows:

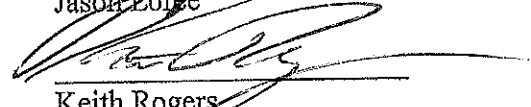
Michael Dockery
Jason Loree
Keith Rogers

AYE
AYE
AYE

Adopted the 21st day of April, 2020.


Michael Dockry


Jason Lorge


Keith Rogers

Attest:

Secretary, Board of Trustees

ABC WATER AND STORMWATER DISTRICT
REFUND LOG

DATE: 2020.04.14
PREPARED BY: CT CONSULTANTS, INC.
MARK R. DELSIO, P.E.

Refund Recommendations as approved by Engineer

Engineer's Review #	Address/Description	Fee Year	Parcel Number	Refund Amount	Township	Confirmation Date	Check No.	Log No.
2019.017	125 Boardman Blvd	TY2018 SW fee 2019	29-032-0-080.00-0	Refund \$59.53	Boardman Twp	Macala 5/13/2019		1
2019.018	Dingley agricultural	TY2018 SW fee 2019	29-117-0-004.00-0	Refund \$95.44	Boardman Twp	Delisio 10/31/2019		2
2019.019	Dingley agricultural	TY2018 SW fee 2019	29-117-0-004.01-0	Refund \$19.09	Boardman Twp	Delisio 10/31/2019		3
2019.032b	Boardman Industrial Land LLC (Joe Belmont)	TY2018 SW fee 2019	29-004-0-169.00-0	Refund \$1,397.94	Boardman Twp	Delisio 2/20/2020		4
2019.041	Storage and More - 8696 Columbian Canfield Road, Canfield, OH 44406 REFUND DUE RESULT OF FEE CREDIT APPLICATION	TY2018 SW fee 2019	26-031-0-003.01-0	Refund \$235.86	Canfield Twp	Delisio/Rogers 10/2/2019		5
2019.042	5642 Shields	TY2018 SW fee 2019	26-085-0-006.00-0	Refund \$41.18	Canfield Twp	Macala 5/21/2019		6
2019.043	Township Landbank Property	TY2018 SW fee 2019	29-032-0-154.00-0	19.09	Boardman Twp	Macala 10/24/2019		7
2019.044	Township Landbank Property	TY2018 SW fee 2019	29-073-0-320.00-0	19.09	Boardman Twp	Macala 10/24/2019		8
2019.045	Township Landbank Property	TY2018 SW fee 2019	29-063-0-136.00-0	37.97	Boardman Twp	Macala 10/24/2019		9
2019.047	Township Landbank Property	TY2018 SW fee 2019	29-032-0-045.00-0	82.55	Boardman Twp	Macala 10/24/2019		10
2019.048	Township Landbank Property	TY2018 SW fee 2019	29-032-0-046.00-0	20.05	Boardman Twp	Macala 10/24/2019		11
2019.049	Township Landbank Property	TY2018 SW fee 2019	29-065-0-457.00-0	37.44	Boardman Twp	Macala 10/24/2019		12
2019.05	Township Landbank Property	TY2018 SW fee 2019	29-091-0-218.00-0	19.09	Boardman Twp	Macala 10/24/2019		13
2019.052	Township Landbank Property	TY2018 SW fee 2019	29-001-0-062.00-0	37.44	Boardman Twp	Macala 10/24/2019		14
2019.053	Township Landbank Property	TY2018 SW fee 2019	29-063-0-010.00-0	19.09	Boardman Twp	Macala 10/24/2019		15
2019.054	Township Landbank Property	TY2018 SW fee 2019	29-073-0-301.00-0	37.44	Boardman Twp	Macala 10/24/2019		16
2019.055	Township Landbank Property	TY2018 SW fee 2019	29-002-0-218.00-0	37.44	Boardman Twp	Macala 10/24/2019		17
2020.032	Forest Lawn Memorial Park	TY2019 SW fee 2020	29-063-0-018.00-0	617.25	Boardman Twp	Macala 4/6/2020		18
2020.033	Forest Lawn Memorial Park	TY2019 SW fee 2020	29-063-0-018.01-0	24.85	Boardman Twp	Macala 4/6/2020		19
2020.034	Tippecanoe	TY2019 SW fee 2020	32-089-0-001.00-0	9.55	Boardman Twp	Loree/Delisio 4/14/2020		20
2020.035	7388 Salinas Trail	TY2019 SW fee 2020	29-091-0-116.00-0	9.55	Boardman Twp	Loree/Delisio 4/14/2020		21
2020.036	Willow Drive	TY2019 SW fee 2020	29-002-0-303.01-0	9.55	Boardman Twp	Loree/Delisio 4/14/2020		22

not reviewed
4/14/2020

Work Authorization



Name: ABC Water and Storm District Date: 4/3/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jlore@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title:
2020 Culvert Replacement Add Ons

Project Description:
Tree Removal Services, Additional
Detention Analysis, Pond & Weir
Modifications Analysis, Design, Permitting
See attached Scope.

Project Location:
Boardman Township

Invoicing Instructions:
Hourly Not To Exceed \$11,950.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water & Storm Water District CT CONSULTANTS, INC.

By Jason Loree Mark Dellislo
Authorized Signature Mark Dellislo, P.E.

Date Accepted 4-21-2020 Date 4/27/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization for CCTV Bld Services
4/3/2020

Scope:

Upstream Detention Analysis (15 hours)

Upon discussion and request by the District during the design process, CT was requested to perform analysis to determine the effect on level of control by selecting an upstream site for future detention basin improvements. This work included modifications to the project Hydraulic and Hydrologic Model to select a site, size the detention, and perform analysis to quantify downstream impact on the project culverts. A planning level cost estimate was provided, and the Basis of Design Report was updated.

Fee: \$1,750

Inclusion of Pond & Control Structure Modification (57 hours)

Upon discussion and request by the District during the design process, CT was requested to consider modifications to the existing in-line detention ponds in addition to the original project intent of modeling the system and replacing the culverts.

This work includes design considerations for modifications to the existing weir (control structure) of the upper pond between Red Grouse Court and Loch Heath Lane. Modifications were tested using the H&H model. Model results were analyzed and quantified to determine effect of the changes on the system. CT's Survey crew re-visited the site and completed a bathymetric survey to determine water surface depth and sediment accumulation. Plan notes for dredging have been incorporated in the project drawings. Additional coordination with US Army Corps of Engineers was necessary to add the dredging in to the general permit for the project. An updated plan set is due to the Corps prior to finalizing design based upon the dredging modifications. The basis of design report was updated based upon the aforementioned modifications. Finally, design details for the improvements to the pond and control structure were incorporated into the drawing set.

Fee: \$6,150

Work Authorization



Tree Removal (26 hours)

Acting as agent on behalf of District to coordinate tree removal providing the following services;

1. Develop request for quote
2. Request/review Certificates of Insurance Liability & Workers Comp Certificate
3. Technical Details (Essentially price to include text & tree removal Drawings)
4. Site Walk through with contractor
5. Recommendations to contractor to protect homeowners and limit District's liability
6. Develop authorizations and notice of entry specific to each respective affected parcel
7. Coordination with 5 homeowners including obtain authorization
8. Meetings on site with 3 homeowners
9. Follow up review of work, site visit, & tree removal photos
10. Respond to homeowner follow up

Fee: \$4,050

Total Added Services: \$11,950

Work Authorization



Name: ABC Water and Storm District Date: 4/2/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title:
Cranberry Run CCTV 2020 Bld Services

Project Description:
CCTV of Cranberry Run Critical Extents Bld Services Only. See attached Scope.

Project Location:
Boardman Township

Invoicing Instructions:
Lump Sum \$6,400.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

TERMS:

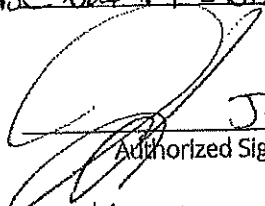
Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

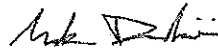
ACCEPTANCE:

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 ABC Water + Storm Water District CT CONSULTANTS, INC.

By


Jason Loree
Authorized Signature



Mark Delliso, P.E.

Date

Accepted

4-21-2020

Date

4/27/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization for CCTV Bid Services
4/2/2020

Scope:

- 1) Prepare bid book including bid forms & contract forms & using CT Front End Documents
- 2) Prepare technical specs & prices to include text
- 3) Prepare notice to bidders (Legal Notice) and send to newspaper
- 4) Post notice, plans, & specs on CT website
- 5) Update plan holders list daily and post to web
- 6) Notify notable contractors *(also, all 13 Construction News Agencies look at our website daily)*
- 7) Prepare bid opening report
- 8) Post Apparent bids to web
- 9) Review bid forms for responsiveness
- 10) Prepare bid tabulation
- 11) Perform background checks if bidder is unknown to Client or CT
- 12) Issue bid results letter to Client
- 13) Execute the contract – merge contract forms (CFs), send to Contractor, send Insurance info to contractor's agent, check bond if from a 570 Surety, check Debarred lists, check Findings for Recovery, review CFs from contractor and have him revise as needed, send CFs to Client for signatures
- 14) Compile and bind 2 signed, executed project manuals – one to Client & one to Contractor.

This scope only includes Bid Phase Services, and does not include any project coordination, oversight, QAQC of contractors work. A separate work authorization will cover the project engineering services.

Work Authorization



Name: ABC Water and Storm District Date: 4/2/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jlore@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title: General Services - Continuous Utility Fee Support

Project Description: Responding to inquiries by the District Board, adjustments, credits, fee resolution, & administrative assistance. See attached scope.

Project Location: Boardman Township

Invoicing Instructions: CT services billed hourly not to exceed \$20,000.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water and Storm District CT CONSULTANTS, INC.

By Jason Loree Mark Dellisio
Authorized Signature Mark Dellisio, P.E.

Date Accepted 4-24-2020 Date 4/27/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization 4/2/2020
General Services – Continuous Utility Fee Support

SCOPE:

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board.
5. Develop in-kind services proposals and coordinate with fee payers upon request. i.e. Forest Lawn Memorial Park Cemetery.

Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

Payment Listing
4/22/2020 to 5/31/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
1073	04/24/2020	04/24/2020	AW	CT CONSULTANTS	\$26,800.42	O
1074	04/24/2020	04/24/2020	AW	ALBERS AND ALBERS	\$1,078.30	O
1075	04/30/2020	04/30/2020	AW	TRIBUNE-CHRONICLE	\$359.44	O
1076	05/18/2020	05/18/2020	AW	DAVEY TREE EXPERT COMPANY	\$14,478.75	O
1077	05/18/2020	05/18/2020	AW	SAFEGUARD TITLE AGENCY	\$250.00	O
1078	05/18/2020	05/18/2020	AW	TELE-SOLUTIONS INC	\$962.60	O
1079	05/18/2020	05/18/2020	AW	MODERN OFFICE PRODUCTS	\$683.76	O
1080	05/18/2020	05/18/2020	AW	KEITH FABER AUDITOR OF STATE	\$762.00	O
1081	05/18/2020	05/18/2020	AW	TransSystems RealEstate Consulting Inc.	\$1,950.00	O
Total Payments:					\$47,325.27	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$47,325.27	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Work Authorization



Name: ABC Water and Storm District Date: 5/18/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title: 2020 Drainage Improvements Assistance Project Description: Assist the District in soliciting proposals from contractors. See attached Scope.

Project Location: Multiple sites in Boardman Township Invoicing Instructions: Hourly services not-to-exceed \$32,000.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 CT CONSULTANTS, INC.

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

Date Accepted 5-19-2020 Date 5/22/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
2020 Drainage Improvements Assistance
5/18/2020

SCOPE:

CT will provide assistance to the District in regards to soliciting proposals from Contractors for projects with anticipated construction costs of less than \$50,000 each.

Work Included in this work authorization:

- 1) Develop a PDF sketch of the proposed improvements with an aerial background.
- 2) Prepare pertinent construction notes to be included with the PDF sketch. These will be selected by CT and will not include full specifications.
- 3) Prepare an associated right of entry form(s) for the parcel(s) affected by the project.
Note: Right of entry forms will be drafted by CT and provided to the District. The District will coordinate directly with the parcel owners to obtain consent to complete the work on private property.
- 4) Bid Services including preparation of a request for quote including insurance requirements, coordination with up to 3 local contractors, preparation of bid tab with pay items, receive bids & review with the District.
- 5) Attend a pre-construction meeting as the District's Agent.
- 6) Attend a post-construction meeting and recommend payment.

Work not included:

The District may require additional assistance from CT to complete/administer the specific projects. This shall be handled through additional email requests by the District to CT and through additional work authorizations prepared by CT. The following work is not included in the current scope but the District may request such additional assistance;

- 1) Coordination for Tree Removal with a local reputable Tree Service Company.
- 2) Professional survey services such as those required to generate a surface model or gather specific invert elevations of system components and tie to benchmarking.
- 3) Easement acquisition services.
- 4) Permitting services
- 5) Engineering design or Sealing/Stamping of Bid Documents. No engineering design will be provided as a part of this particular work authorization.
- 6) AutoCAD or Civil3D drafting.

Work Authorization



- 7) Opinion of Probable Construction Costs (OPCC) estimates.
- 8) Coordination with parcel owner's on the District's behalf.
- 9) Construction phase services including construction observation or construction administration services.

FEE:

The above scope of services will be provided on an hourly basis and at a per project estimate of \$6,000.00 per project.

The list of projects to be included under this work authorization include:

- I. Drainage improvements near 149, 155, & 161 Homestead Drive, Boardman, Ohio 44512 including the replacement of a collapsed/failed section of 42" CMP. (\$6,000)
- II. Drainage improvements near 6110 & 6104 Glenridge Road, Boardman, Ohio 44512 including the replacement of 15" CMP which has separated joints, and is failing. (\$6,000)
- III. Drainage improvements along Buchanan Drive, Boardman, Ohio 44512 including the replacement of 15" CMP which has become calcified to an extent that the sewer cannot be cleaned/maintained or function as intended. (\$6,000)
- IV. Drainage improvements near 7666 Spring Park Drive, Boardman, Ohio 44512 including the replacement of a section of 30" CMP which has failed and become separated due to collapsed trees. (\$6,000)
- V. Drainage improvements near 1470 & 1472 Turnberry Drive, Boardman, Ohio 44512 including the replacement of a section of 36" CMP which has rotted and failed.

Hourly not-to-exceed fee: \$32,000

Work Authorization



Name: ABC Water and Storm District Date: 5/18/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title: 2020 Drainage Improvements Assistance Project Description: Assist the District in soliciting proposals from contractors. See attached Scope.

Project Location: Multiple sites in Boardman Township Invoicing Instructions: Hourly services not-to-exceed \$32,000.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

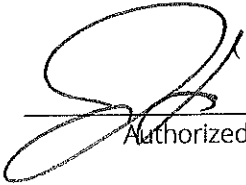
TERMS:

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 CT CONSULTANTS, INC.

By  Mark Delisio, P.E.
Authorized Signature

Date Accepted 5-19-2020 Date _____

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
2020 Drainage Improvements Assistance
5/18/2020

SCOPE:

CT will provide assistance to the District in regards to soliciting proposals from Contractors for projects with anticipated construction costs of less than \$50,000 each.

Work included in this work authorization:

- 1) Develop a PDF sketch of the proposed improvements with an aerial background.
- 2) Prepare pertinent construction notes to be included with the PDF sketch. These will be selected by CT and will not include full specifications.
- 3) Prepare an associated right of entry form(s) for the parcel(s) affected by the project.
Note: Right of entry forms will be drafted by CT and provided to the District. The District will coordinate directly with the parcel owners to obtain consent to complete the work on private property.
- 4) Bid Services including preparation of a request for quote including insurance requirements, coordination with up to 3 local contractors, preparation of bid tab with pay items, receive bids & review with the District.
- 5) Attend a pre-construction meeting as the District's Agent.
- 6) Attend a post-construction meeting and recommend payment.

Work not included:

The District may require additional assistance from CT to complete/administer the specific projects. This shall be handled through additional email requests by the District to CT and through additional work authorizations prepared by CT. The following work is not included in the current scope but the District may request such additional assistance;

- 1) Coordination for Tree Removal with a local reputable Tree Service Company.
- 2) Professional survey services such as those required to generate a surface model or gather specific invert elevations of system components and tie to benchmarking.
- 3) Easement acquisition services.
- 4) Permitting services
- 5) Engineering design or Sealing/Stamping of Bid Documents. No engineering design will be provided as a part of this particular work authorization.
- 6) AutoCAD or Civil3D drafting.

Work Authorization



- 7) Opinion of Probable Construction Costs (OPCC) estimates.
- 8) Coordination with parcel owner's on the District's behalf.
- 9) Construction phase services including construction observation or construction administration services.

FEE:

The above scope of services will be provided on an hourly basis and at a per project estimate of \$6,000.00 per project.

The list of projects to be included under this work authorization include:

- I. Drainage improvements near 149, 155, & 161 Homestead Drive, Boardman, Ohio 44512 including the replacement of a collapsed/failed section of 42" CMP. (\$6,000)
- II. Drainage improvements near 6110 & 6104 Glenridge Road, Boardman, Ohio 44512 including the replacement of 15" CMP which has separated joints, and is failing. (\$6,000)
- III. Drainage improvements along Buchanan Drive, Boardman, Ohio 44512 including the replacement of 15" CMP which has become calcified to an extent that the sewer cannot be cleaned/maintained or function as intended. (\$6,000)
- IV. Drainage improvements near 7666 Spring Park Drive, Boardman, Ohio 44512 including the replacement of a section of 30" CMP which has failed and become separated due to collapsed trees. (\$6,000)
- V. Drainage improvements near 1470 & 1472 Turnberry Drive, Boardman, Ohio 44512 including the replacement of a section of 36" CMP which has rotted and failed.

Hourly not-to-exceed fee: \$32,000



.....

May 18, 2020

Mr. Jason Loree, Board Member
ABC Water & Stormwater District
8299 Market Street
Boardman, Ohio 44512

**Re: 2020 Cranberry Run CCTV
Bid Results**

Dear Mr. Loree:


Bids were received for the above referenced project on May 14, 2020, and attached you will find a copy of the Bid Tabulation outlining each bid for your review. One bid was received for Contract A for \$238,734.35 which is more than 10% over the Opinion of Probable Construction Cost of \$109,000.00 and thus is not awardable. Three bids were received for Contract B which ranged from a low bid of \$106,096.85 to a high bid of \$187,827.70 as compared to the Opinion of Probable Construction Cost of \$109,000.00.

The low bidder for Contract B for this improvement is Insight Pipe Contracting, LLC of Harmony, Pennsylvania whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

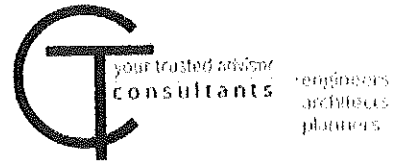
 P.E.
Mark R. Delisio, P.E.
Project Manager

MRD/saa

Enclosures

H:\2020\200494\SPEC\Bid Results Letter.Doc

Work Authorization



Name: ABC Water and Storm District Date: 5/18/2020 wa no.:

Attn: Keith Rogers, Board Member

Phone: 330-533-4239 E-mail: keith@canfieldtwonship.org

Fax: Web address: <http://www.abcwaterdistrict.com/>

Project Title:
General Services - Continuous Utility Fee Support
for Canfield Township

Project Description:
Responding to inquiries by the District
Board, adjustments, credits, fee
resolution, & administrative assistance.
See attached scope. Canfield Township
Tasks Only

Project Location:
Canfield Township

Invoicing Instructions:
CT services billed hourly not to exceed
\$20,000.00.

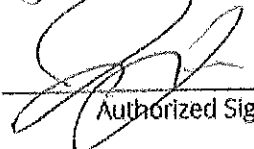

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

TERMS:

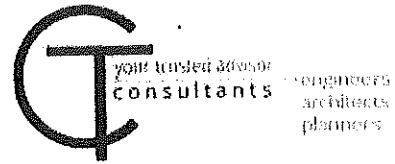
Invoices will be rendered for work performed in the preceding month and are due and payable within thirty (30) days after presentation. Cancellation of this contract presupposes payment for work already completed. Balances thirty (30) days past due shall bear finance charges at the legal rates permitted. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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	<u>Jayna Lovee</u>	<u>CT CONSULTANTS, INC.</u>
By	<u></u> Authorized Signature	<u> P.E.</u> Mark Delisio, P.E.
Date Accepted	<u>5-19-2020</u>	Date <u>5/22/2020</u>

Work Authorization



Please sign and return one copy to our office.

ABC Water & Stormwater District
Work Authorization 5/18/2020
General Services – Continuous Utility Fee Support

SCOPE:

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board.
5. Develop in-kind services proposals and coordinate with fee payers upon request.

Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

Work Authorization



Name: ABC Water and Storm District Date: 5/18/2020 wa no.:
 Attn: Keith Rogers, Board Member
 Phone: 330-533-4239 E-mail: keith@canfielddtwnship.org
 Fax: Web address: http://www.abcwatdistrict.com/

Project Title:
 General Services – Continuous Utility Fee Support
 for Canfield Township

Project Description:
 Responding to inquiries by the District Board, adjustments, credits, fee resolution, & administrative assistance. See attached scope. Canfield Township Tasks Only

Project Location:
 Canfield Township

Invoicing Instructions:
 CT services billed hourly not to exceed \$20,000.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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

CT CONSULTANTS, INC.

By

[Signature]
Authorized Signature

Mark Delisio, P.E.

Date

5-19-2020

Date

Work Authorization



Please sign and return one copy to our office.

ABC Water & Stormwater District
Work Authorization 5/18/2020
General Services – Continuous Utility Fee Support

SCOPE:

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board.
5. Develop in-kind services proposals and coordinate with fee payers upon request.

Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

Property Information		
Property Number	26-085-0-006.00-0	Property Address: 5642 SHIELDS RD
Owner Name	GENTILE SAM J JR & EDNA C	
Owner Address	5642 SHIELDS CANFIELD OH 44406	
Tax Set	26 CANFIELD TWP CANFIELD LSD	
School District	5004 CANFIELD LSD	
Neighborhood	33000 Canfield Township - N.E. 1/4	
Use Code	511 Single Family 0-9 Acres	
Acres	.68900	Tax Payer Address: GENTILE SAM J JR & EDNA C 5642 SHIELDS RD CANFIELD OH 44406 USA
Description		
GL 9 DIV 2		

Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$21,120	Valid Sale	Y
Homestead/Disability	Y	CAUV	\$0	# Parcels	1
Owner Occupied	Y	Mkt Impr Value	\$77,800	Deed Type	1C-WARRANTY DEED
Divided Property	N	Total	\$98,920	Amount	\$73,900
New Construction	N	Current Tax		Sale Date	1/13/1995
Foreclosure	N	Annual Tax *	\$1,422.82	Conveyance	117
Other Assessments	Y	Paid **	\$1,422.82	Deed #	
Front Ft.	0	Delq	\$0.00		

<< Previous Card Card 1 of 1 Next Card >>

Dwelling Information					
Sq Ft Finished	1134	Room Count	6	Fireplace(s)	1
1st Floor Area	1134	Story Height	1	Year Built	1948
Upper Floor Area	0	# Bedrooms	2	Year Remodeled	0
Half Story Area	0	Full Baths	1	Grade	C 00
Attic Area	0	Half Baths	0	Style	Convention
Finished Basement	0	Heating	Base	Ext Walls	Siding w/Masonry 1
Basement Type	Pt Basement	Air Cond	None		

Land							
Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units	Value
L1Regular Lot	.68870	0	75.00000	75.00000	400.00000	0	\$21,120

CAUV Land
No CAUV Land On This Property

Card - 1

Improvements						
IMPR Type	Description	Area	Length	Width	Year Built	
Addition	Garage Frame	450 SQ FT				
Feature	Well	1				
Other	Barn Fr Pole Encl/Slab	1200	40	30	1998	
Improvement	Other	Shed Utility	40	8	5	1948

Property Information		
Property Number	26-031-0-003.01-0	Property Address:
Owner Name	ABKB INC	8696 COLUMBIANA CANFIELD RD
Owner Address	8696 COLUMBIANA CANFIELD CANFIELD OH 44406	OH
Tax Set	26 CANFIELD TWP CANFIELD LSD	Tax Payer Address:
School District	5004 CANFIELD LSD	ABKB INC
Neighborhood	31000 Canfield Township - S.W. 1/4	8696 COLUMBIANA CANFIELD RD
Use Code	481 Mini Warehouses	CANFIELD OH 44406
Acres	10.21600	USA
Description		
LOT 1 565 X 791.39 IRR REPLAT LT 1 ROBERT L HALSTEAD PLAT NO 1		

Assessment Info		Current Value		Recent Transfer	
Board of Revision	N	Mkt Land Value	\$146,560	Valid Sale	N
Homestead/Disability	N	CAUV	\$0	# Parcels	2
Owner Occupied	N	Mkt Impr Value	\$1,649,980	Deed Type	RP-REPLAT
Divided Property	N	Total	\$1,796,540	Amount	\$0
New Construction	Y	Current Tax		Sale Date	12/14/2011
Foreclosure	N	Annual Tax *	\$40,198.28	Conveyance	
Other Assessments	Y	Paid **	\$20,099.14	Deed #	
Front Ft.	0	Delq	\$0.00		

<< Previous Card Card 1 of 3 Next Card >>

481 Mini Warehouses Building Section 001 Occupancy 001					
Year Built	1997	Year Remodel	2010	Occupancy	Storage Warehouse
# Stories	1	Story Height	16	Use Code	481
Section Area	12000	Perim/Shape	2		
481 Mini Warehouses Building Section 002 Occupancy 001					
Year Built	1997	Year Remodel	2010	Occupancy	Storage Warehouse
# Stories	1	Story Height	16	Use Code	481
Section Area	5760	Perim/Shape	2		

Land							
Land Type	Acres	Square Ft.	Actual Frontage	Eff. Frontage	Depth	No Of Units	Value
A1Primary Site	6.41600	0	.00000	.00000		0	\$128,320
A4Undeveloped	3.80000	0	.00000	.00000		0	\$18,240

CAUV Land
No CAUV Land On This Property

- Card - 1
- Card - 2
- Card - 3

Improvements					
IMPR Type	Description	Area	Length	Width	Year Built
Addition	Basic Structure Cost	768 SQ FT			
Other Improvement	Fencing	2400	0	0	2006



Memorandum

To: Jason Loree, Board Member, ABC Water & Stormwater District

From: Mark Delisio, P.E.

Subject: Review of Township Road Department Expenditures for District Stormwater Services

Date: 4/17/2020

Background

In the calendar year 2019, The ABC Water & Stormwater District (referred to as ABC or District) requested that services from the Boardman Township Roads Department be provided related to the stormwater and drainage system in Boardman Township. The District was formed under Ohio Revised Code Section 6119. The scope and purpose of the District includes, "to construct, manage, and maintain stormwater management facilities and other appurtenances as may be needed within and without the district, and to carry out certain requirements of "Phase II" of the Federal Clean Water Act as may be needed¹." The activities requested by the District included cleaning, maintenance, repair, and improvements of the stormwater system, and also included street sweeping. Street sweeping is a task recommended under Minimum Control Measure 6 of the Phase II rule.

Approval of Reimbursable Activities

The following work summaries documented by the Township as requested by the District are thereby approvable for reimbursement by the District.

Dates	Activities	Cost
March 17 – March 30, 2019	Vactor cleaning of system Street sweeping/dumping Basin/grate repair Storm line repair	\$29,012.17
March 31 – April 13, 2019	Vactor cleaning of system Street sweeping/dumping Basin/grate repair Pipe separation repair	\$15,536.44
April 14 – April 27, 2019	Vactor cleaning of system Street sweeping Basin/grate repair	\$3,970.78
April 28 – May 11, 2019	Vactor cleaning of system Street sweeping Basin/Grate Repair	\$8,017.42
	Maximum Approvable Amount	\$56,523.81

¹ pages 3-4 of "Petition Under Ohio Revised Code Section 6119.02 of Case No: 09CV4002"

MINUTES OF MEETING HELD MAY 19, 2020

At a regular meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 via conference call 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.

There was no Old Business.

RESOLUTION 20-05-19-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held April 21, 2020.
Seconded by Mr. Loree.

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

RESOLUTION 20-05-19-02: Motion was made by Mr. Rogers to approve and pay all bills and payroll due.
Seconded by Mr. Dockry.

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

RESOLUTION 20-05-19-03: Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.
Seconded by Mr. Rogers.

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

MINUTES OF MEETING HELD MAY 19, 2020

RESOLUTION 20-05-19-04: Motion was made by Mr. Rogers to approve the attached Work Authorization for CT Consultants for Drainage repairs in Boardman Township in an amount not to exceed \$32,000.00 from Appropriation Line 5101-539-346-0001.

Seconded by Mr. Loree.

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

RESOLUTION 20-05-19-05: Motion was made by Mr. Loree to award Bid for CCTV services for the Boardman Area to Insight Pipe Contracting of Harmony, PA, in the amount of \$106,096.85 from Appropriation Line 5101-539-349-0001.

Seconded by Mr. Dockry.

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

RESOLUTION 20-05-19-06: Motion was made by Mr. Rogers to authorize the District's Real Estate Agent Representative to submit an offer not to exceed \$7,000.00 for the property located on parcel number 31-021-0-149.00.0 in Boardman per the purchase agreement attached to be taken from Appropriation Line 5101-640-500-0001.

Seconded by Mr. Loree.

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

RESOLUTION 20-05-19-07: Motion was made by Mr. Rogers to approve the attached Work Authorization Request for General Services with CT Consultants for on-going administrative and engineering services for Canfield as requested by the District Board, including meetings and Adjustment/Credit application processing, not to exceed \$20,000.00 from Appropriation Line 5101-539-346-0002.

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 MAY 19, 2020

RESOLUTION 20-05-19-08: Motion was made by Mr. Rogers to approve the resolution and exhibit attached for account credits, refunds and E.R.U. Adjustments as identified for Canfield by the District Engineer, CT Consultants, from Appropriation Line 5101-539-610-0002.

Seconded by Mr. Loree.

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

RESOLUTION 20-05-19-09: Motion was made by Mr. Loree to approve the Attached Resolution for the Reimbursement Agreement between the ABC District and Canfield Township for funding given to the ABC District by Canfield Township for Legal and Engineering Expenses from Appropriation Line 5101-640-640-0002.

Seconded by Mr. Dockry.

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

RESOLUTION 20-05-19-10: Motion was made by Mr. Loree to approve the request from Canfield Township Trustee to perform survey work, for an Indian Run Phase III project per the attached Work Authorization from CT Consultants at a cost \$4,025.00 from Appropriation Line 5101-620-430-0002.

Seconded by Mr. Dockry.

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

RESOLUTION 20-05-19-11: Motion was made by Mr. Loree to approve CT Consultants to perform all required work for the Indian Run Watershed Planning at a cost not to exceed \$33,100.00 by November 20, 2020 from Appropriation Line 5101-539-349-0002.

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 MAY 19, 2020


There were no additional petitions to review.

There was no New Business.

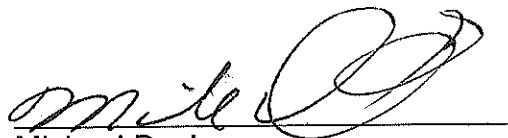
RESOLUTION 20-05-19-12: Motion was made by Mr. Loree to adjourn at 2:09 p.m.

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



REAL ESTATE PURCHASE CONTRACT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.



1. BUYER(S) The undersigned Buyer(s) ABC Stormwater-BDM offers to buy the following: (PRINT ONLY)

2. PROPERTY located in the County of Mahoning City/Township of Boardman and further known as (address) Jeannelynn Street Ohio, Zip 44514 Permanent Parcel(s) No. 31-021-0-149.00-0

The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, wall mount bracket, smoke alarms/detectors, garage door opener and all controls, and all permanently attached carpeting. SELLER AGREES TO LEAVE THE PROPERTY IN BROOM CLEAN CONDITION WITH ALL RUBBISH AND PERSONAL ITEMS REMOVED BY CLOSING.

- The following items shall also remain (check all applicable items):
- range and oven
- refrigerator
- dishwasher
- washer
- dryer
- microwave
- window/wall air conditioner
- gas grill
- all existing window treatments
- ceiling fan(s)
- wood burner stove inserts
- hot tub & accessories
- shed
- water conditioning equipment (unless leased)
- satellite dish and all controls (unless leased)
- all heating fuel less normal depletion
- security systems and controls (unless leased)
- fireplace tools, screen, doors, grate, & gas logs
- swimming pool & accessories
- invisible fence / controls

ALSO INCLUDED: Land sale only

NOT INCLUDED:

3. PRICE The purchase price shall be Seven Thousand Dollars (\$ 7,000.00) payable as follows:

- (a) Earnest money paid to REALTOR®, to be deposited upon Seller's acceptance in the escrow account of the title company and credited against purchase price: See Paragraph #19 for return of earnest money. CHECK NO. upon acceptance \$ 500.00
(b) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price). \$ / % 6,500.00
(c) This offer is contingent upon Buyer obtaining financing by CONVENTIONAL [] , FHA [] , VA [] , CASH [] , OTHER

4. ADDITIONAL AGREEMENTS AND CONTINGENCIES.

5. APPLICATION Buyer shall make loan application and order appraisal within n/a days after acceptance of offer. Buyer shall pay all normal closing costs associated with such approved loan. Any escrow/settlement fees shall be divided equally between the Buyer and Seller unless VA/FHA regulations prohibit payment of escrow fees by Buyer, in which case Seller shall pay the entire escrow/settlement fee. Seller agrees to pay all VA/FHA costs not permitted to be paid by Buyer under VA/FHA regulations. Buyer shall pay a \$225 commission to Burgan Real Estate if Buyer is represented by Burgan Real Estate. It is acknowledged and agreed that the funds from this fee will be used for post-closing services including: data management, server back-up, and cyber fraud insurance.

JRL Buyer Initials

5.20.2020 Date

Seller Initials

Date

54. Insurance Policy. Such title evidence shall be prepared and issued by Market Title Agency In Boardman
55. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of Title
56. Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer. If the title to
57. all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty (30)
58. calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of the
59. deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.
60.

61. **7. DEED** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty
62. deed at Seller's expense, with the release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and
63. encumbrances, but subject to conditions, restrictions, and easements of record. Survivorship Yes No
64. TITLE TAKEN IN THE NAME OF: ABC Stormwater- BDM
65. (PRINT ONLY)

66. **8. TAXES AND ASSESSMENTS:** To be prorated as of the date of filing the deed based on the last available tax
67. duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35 percent of the sales price.
68. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within ten (10)
69. calendar days of acceptance based on 35 percent of the sales price. Agricultural Tax Recoupment (CAUV), if applicable, to be
70. paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being paid in installments,
71. those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees to assume and pay all
72. remaining installments. Seller has not received notice of future assessable improvements unless noted _____
73.
74.

75. **9. RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS**
76. Adjustments/proration shall be made through date of closing for (a) rentals; (b) interest on any mortgage assumed by the
77. buyer; (c) condominium or other association periodic charges, and (d) transferable policies of insurance if Buyer so elects.
78. Security deposits shall be transferred to the Buyer. The escrow agent shall withhold \$ n/a from the proceeds due
79. Seller for the Seller's final water and sewer bills. IT IS THE BUYER'S RESPONSIBILITY TO INQUIRE ABOUT THE STATUS
80. OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN, INCLUDING WATER BILLS OR ASSESSMENTS AND
81. MONTHLY CONDOMINIUM CHARGES OR ASSESSMENTS, IF THE SELLER SHOULD OCCUPY THE PREMISES PAST
82. THE RECORDING DATE OF THE DEED.

83. **10. DAMAGE OR DESTRUCTION OF PROPERTY** Risk of loss in the real estate and appurtenances shall be borne by
84. Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this
85. transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable
86. to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability
87. hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such
88. damage or destruction. Earnest money to be released pursuant to paragraph 19. Failure by Buyer to so notify Seller and
89. Broker shall constitute an election to proceed with the transaction.
90.
91.

92. **11. RESIDENTIAL PROPERTY DISCLOSURE FORM (INITIAL):**

93. N/A Buyer has reviewed and signed copy, attached.
94. N/A Not available from Seller.
95. N/A Contract is contingent on Buyer review and signature within 24 hours of acceptance and Buyer
96. retains 3 calendar days right of rescission
97.
98.
99.

100. **12. HUD-EPA LEAD PAINT DISCLOSURE (INITIAL):**

101. N/A Has been signed, copy of which is attached. Buyer acknowledges receipt of the pamphlet "Protect Your
102. Family From Lead In Your Home"
103. Not required by law for construction after December 31, 1977
104. Contract is contingent on Buyer review and signature within 24 hours of acceptance and Buyer
105. retains 3 calendar days right of rescission
106.
107.
108.
109.

JRL
Buyer Initials

5-20-2020
Date

Seller Initials

Date

110. ... requires local sheriff to provide written notice to certain
111. members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is open
112. to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office regarding the
113. notices they have provided pursuant to Ohio's sex offender notification law. The seller certifies that he/she has not received
114. notice pursuant to Ohio's sex offender notification law unless noted: _____ Buyer
115. acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the local sheriff's
116. office. If current information regarding the status of registered sex offenders in the area is desired, Buyer agrees to assume
117. the responsibility to check with the local sheriff's office. Buyer is relying on their own inquiry with the local sheriff's office as to
118. registered sex offenders in the area and is not relying on the Seller or any real estate agent involved in the transaction.
119.

120. **14. INSPECTIONS** The subject property shall be delivered to Buyer in its present physical condition after examination by
121. Buyer, such conditions to survive transfer of title and possession. Buyer agrees to accept property in its "AS IS" condition
122. excepting that the Buyer shall have n/a calendar days after the date of written acceptance of the contract
123. by both parties ("Inspection Period") to have inspections, environmental inspections and/or tests completed, including but not
124. limited to:

- 125. (a) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice;
- 126. (b) Inspection of the premises and all improvements, fixtures and equipment;
- 127. (c) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed
- 128. Ohio Certified Test (Termite) Control Applicator;
- 129. (d) Inspection of the gas lines on the premises;
- 130. (e) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory
- 131. WELLAND/OR SEPTIC INSPECTIONS, PUMPING, AND FLOW RATE TEST SHALL BE PAID FOR BY THE SELLER.
- 132. (f) Inspection or testing for mold, radon and any other environmental test; and
- 133. (g) A lead-based paint inspection and test.

134.
135. Inspections shall be made by qualified inspectors or contractors (duly licensed and certified where applicable) selected by
136. Buyer. During the Inspection Period, Buyer and Buyer's inspectors and contractors shall be permitted access to the Property
137. at reasonable times. If the inspections disclose any defects in the Property, Buyer shall notify Seller in writing of the defects
138. within three (3) days of Buyer's receipt of any such inspection report(s). Failure of Buyer to cause inspection to be made within
139. the Inspection Period shall be construed as a waiver by the Buyer and his acceptance of the property in its "AS IS" condition
140. without further repair obligation to anyone.

141.
142. Buyer agrees to order inspection (INITIAL): Buyer declines inspection (INITIAL):

143.
144. **15. LIMITATION OF REMEDIES** If the Buyer is not, in good faith, satisfied with the condition of the premises as disclosed
145. by the Buyer's inspections, tests and/or reports provided for in Paragraph 14, then the Buyer may elect to proceed under one
146. of the following provisions, 15(a) or 15(b).
147.

148. **15(a). Agreement to Remedy Period** Within three (3) days of Buyer's receipt of any such inspection report(s), the Buyer
149. shall deliver to the Seller or the Seller's Broker, a written request to remedy the unsatisfactory conditions, along with a written
150. copy of the inspections, tests and/or reports, specifying the unsatisfactory conditions. The Buyer and the Seller shall have 5
151. calendar days, after Seller's receipt of Buyer's written request, to reach an agreement regarding remedying the unsatisfactory
152. conditions. This time period shall be known as the Agreement to Remedy Period. In the event the Buyer and Seller do not
153. reach an agreement in writing regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and
154. the Buyer and Seller have not executed a written extension of the Agreement to Remedy Period, this contract shall terminate
155. unless the Buyer, in writing, waives such request to remedy prior to the expiration of the Agreement to Remedy Period.
156. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to
157. Paragraph 19. The commencement of the Agreement to Remedy period does not obligate the Seller to reach an agreement
158. with the Buyer. The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude
159. the Buyer from later delivering a notice of termination (as contemplated by paragraph 15(b) below) during the Agreement
160. to Remedy period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to
161. remedy. OR
162.

163. **15(b). Notice of Termination** Within three (3) days of Buyer's receipt of any such inspection report(s), the Buyer may
164. terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of
165. the inspections, tests and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit
166. shall be returned to the Buyer pursuant to Paragraph 19.

5-20-2020 _____
Buyer Initials Date Seller Initials Date

168. CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S
169. RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

170.
171. 16. SURVEY If a Buyer desires or requires a boundary or location survey, the Buyer shall pay the cost thereof. If a survey is
172. required for division of property or by county standards of conveyance, it is the Seller's cost.

174. 17. CONDITION OF PROPERTY Buyer has not relied upon any representation, warranties, or statements about the
175. property (including but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the
176. responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that REALTORS® have
177. no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those issues. It
178. is the Buyer's obligation to research and determine the existence of any building code violations that affect or may affect the
179. property.

181. 18. HOME WARRANTY PLAN Accepts paid by: Buyer Plan: n/a
182. Rejects Seller \$ n/a

185. 19. EARNEST MONEY Buyer has deposited with the title company the sum on line 34, which shall be returned to Buyer
186. If no contract shall have been entered into, or financing sought by Buyer is rejected in writing by one lending institution.
187. Upon acceptance of this contract by both parties, the title company shall deposit such amount into its escrow account to be
188. distributed as follows: (a) if Seller fails or refuses to perform or any contingency is not satisfied, the deposit shall be returned,
189. or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, this deposit shall be paid to
190. Seller, which payment or acceptance thereof, shall not in any way prejudice the rights of Seller or Broker(s) in any action for
191. damages or specific performance. Disposition of the earnest money must be by signed written instructions by both parties. In
192. the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the title company is
193. required by Ohio law to maintain such funds in their escrow account until Broker receives (a) written instructions signed by the
194. parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money
195. is being awarded. If within two years from the date the earnest money was deposited in the title company's escrow account,
196. the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the
197. dispute has been filed, the title company shall return the earnest money to the Buyer with no further notice to the Seller.

199. 20. CONTRACT Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of
200. Buyer and Seller and their respective heirs, successors, executors, administrators, and assigns, and shall be deemed to
201. contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties, or agreements.
202. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless
203. reduced to writing and signed by both parties.

205. 21. MISCELLANEOUS Buyer has examined all property involved and, in making this offer, is relying solely upon such
206. examination with reference to the condition, character, and size of land and improvements and fixtures, if any. All provisions
207. of this contract shall survive the closing. Parties acknowledge that REALTORS® may be entitled to additional compensation
208. for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean either the singular
209. or plural as indicated by the number of signatures hereto. FACSIMILE AND/OR EMAIL TRANSMISSIONS are an acceptable
210. mode of communication in this transaction provided the facsimile and/or email is actually received during regular business
211. hours or is preceded by a telephone call notifying the intended party that the facsimile and/or email is being transmitted.

213. 22. DURATION OF OFFER, CLOSING, AND POSSESSION
214. This contract shall be open for acceptance until 9:00PM may 27, 2020.

215. INITIAL:
216.
217. This contract shall be performed and this transaction closed within 90 calendar days after acceptance OR
218. closed on or before _____, 2020.

219.
220. Seller shall deliver possession of the property to the Buyer on or before _____, 2020, AM / PM
221. after filing the deed for record. BUYER AND SELLER MUST AGREE TO AN EARLY CLOSING OR EARLY POSSESSION IN
WRITING.

5-20-2020
Buyer Initials Date Seller Initials Date 11/1/19 BB


224. three (3) days prior to the date of closing solely for the purpose of verifying that the property is in the same or similar condition
225. as of the time of the execution of this Agreement. Buyer acknowledges and agrees that no issues may be raised with respect
226. to any condition of the property that was in existence at the time of Buyer's initial viewing or inspection of the property. In
227. the event the Buyer finds a material change in the condition of the property, then Buyer shall promptly notify the Seller and
228. the parties shall mutually agree in writing upon a dollar amount to be: (1) held in escrow from the Seller's proceeds pending
229. correction of the problem; or (2) credited to the Buyer at closing.


230.
231. **24. CLOSING DISCLOSURE** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to
232. receive a copy of the closing disclosure and authorize the escrow agent to provide each with a full and complete copy of the
233. closing disclosure.

234.
235. **SELLER AND BUYER HAVE SEEN, READ, UNDERSTOOD, AGREED, AND SIGNED THIS AGREEMENT ON THE DATE**
236. **OR DATES INDICATED BELOW AS TO EACH. ALL INFORMATION BELOW MUST BE COMPLETED BY ALL PARTIES.**

237.
238. **ABC Stormwater-BDM**

239. _____
240. Buyer(s) name (Printed)

241.  _____
242. Buyer (Signature) 5-20-2020 _____
243. Date

241.  _____
242. Buyer (Signature) _____
243. Date

244.
245. **KPC Industries Inc.**

246. _____
247. Seller(s) name (Printed)

248. _____
249. Seller (Signature) _____
250. Date

248. _____
249. Seller (Signature) _____
250. Date

251.
252.
253.
254.
255. Burgan Real Estate Ltd.

256. Selling Broker

257. 5335 Market Street

258. Office Address

259. 0000258024

260. Brokers License Number

261. John R. Burgan

262. Selling Agent Name

263. 0000191376

264. RE License Number

265. johnb@burganrealestate.com

266. Agent Email

267. 330-718-9888

268. Agent Phone

269.
270.
271.
272.
273.
274.
275.

Howard Hanna Real Estate

Listing Broker

100 W. McKinley Way

Office Address

0000189163

Brokers License Number

Heather M. Farrar

Listing Agent Name

2012000550

RE License Number

heatherfarrar@howardhanna.com

Agent Email

330-398-1032

Agent Phone



AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: JEANNIELYNN STREET PARCEL 31-021-0-149.00-0
Buyer(s): ABC STORMWATER - BDM
Seller(s): KPC INDUSTRIES INC.

I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by JOHN R. BURGAN AGENT(S), and BURGAN REAL ESTATE BROKERAGE.
The seller will be represented by HEATHER M. FARRAR AGENT(S), and _____ BROKERAGE.

II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage _____ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) _____ work(s) for the buyer and Agent(s) _____ work(s) for the seller. Unless personally involved in the transaction, the principal broker and managers will be "dual agents," which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents _____ and _____ will be working for both the buyer and seller as "dual agents." Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____

III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

- Agent(s) _____ and real estate brokerage _____ will
- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* _____
 - represent only the (check one) seller or buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] BUYER/TENANT
DATE 5-20-2020

SELLER/LANDLORD _____ DATE _____
SELLER/LANDLORD _____ DATE _____

DUAL AGENCY

Ohio law permits a real estate agent and brokerage to represent both the seller and buyer in a real estate transaction as long as this is disclosed to both parties and they both agree. This is known as dual agency. As a dual agent, a real estate agent and brokerage represent two clients whose interests are, or at times could be, different or adverse. For this reason, the dual agent(s) may not be able to advocate on behalf of the client to the same extent the agent may have if the agent represented only one client.

As a dual agent, the agent(s) and brokerage shall:

- Treat both clients honestly;
- Disclose latent (not readily observable) material defects to the purchaser, if known by the agent(s) or brokerage;
- Provide information regarding lenders, inspectors and other professionals, if requested;
- Provide market information available from a property listing service or public records, if requested;
- Prepare and present all offers and counteroffers at the direction of the parties;
- Assist both parties in completing the steps necessary to fulfill the terms of any contract, if requested.

As a dual agent, the agent(s) and brokerage shall not:

- Disclose information that is confidential, or that would have an adverse effect on one party's position in the transaction, unless such disclosure is authorized by the client or required by law;
- Advocate or negotiate on behalf of either the buyer or seller;
- Suggest or recommend specific terms, including price, or disclose the terms or price a buyer is willing to offer or that a seller is willing to accept;
- Engage in conduct that is contrary to the instructions of either party and may not act in a biased manner on behalf of one party.

Compensation: Unless agreed otherwise, the brokerage will be compensated per the agency agreement.

Management Level Licensees: Generally, the principal broker and managers in a brokerage also represent the interests of any buyer or seller represented by an agent affiliated with that brokerage. Therefore, if both buyer and seller are represented by agents in the same brokerage, the principal broker and manager are dual agents. There are two exceptions to this. The first is where the principal broker or manager is personally representing one of the parties. The second is where the principal broker or manager is selling or buying his own real estate. These exceptions only apply if there is another principal broker or manager to supervise the other agent involved in the transaction.

Responsibilities of the Parties: The duties of the agent and brokerage in a real estate transaction do not relieve the buyer and seller from the responsibility to protect their own interests. The buyer and seller are advised to carefully read all agreements to assure that they adequately express their understanding of the transaction. The agent and brokerage are qualified to advise on real estate matters. **IF LEGAL OR TAX ADVICE IS DESIRED, YOU SHOULD CONSULT THE APPROPRIATE PROFESSIONAL.**

Consent: By signing on the reverse side, you acknowledge that you have read and understand this form and are giving your voluntary, informed consent to the agency relationship disclosed. If you do not agree to the agent(s) and/or brokerage acting as a dual agent, you are not required to consent to this agreement and you may either request a separate agent in the brokerage to be appointed to represent your interests or you may terminate your agency relationship and obtain representation from another brokerage.

Any questions regarding the role or responsibilities of the brokerage or its agents should be directed to:

Ohio Department of Commerce
Division of Real Estate & Professional Licensing
77 S. High Street, 20th Floor
Columbus, OH 43215-6133
(614) 466-4100



REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement") is entered by and between CANFIELD TOWNSHIP, in Mahoning County, Ohio ("Canfield") and the ABC WATER AND STORM WATER DISTRICT ("ABC" or the "District"), both political subdivisions of the State of Ohio, (collectively, the "Parties") and is made pursuant to:

Resolution No. 20-05-19-09, adopted by ABC on the 19th day of May, 2020; and,

Resolution No. _____, adopted by Canfield on the 26th day of May, 2020.

WHEREAS, ABC is a public body governed by Chapter 6119 of the Ohio Revised Code and established to perform, among other things, various water resource projects related to potable water and storm water disposal and management in Austintown Township ("Austintown"), Boardman Township ("Boardman") and Canfield Township ("Canfield") which are located in Mahoning County, Ohio; and,

WHEREAS, Canfield has advanced certain sums of money to the District related to administrative and professional fees for the purpose of planning the storm water disposal and management system in Canfield, pursuant to Ohio Revised Code Section 505.705 and 6119.04(F), and has previously entered into certain Reimbursement Agreements with the District with relation thereto as hereinafter described; and

WHEREAS, ABC received said sums so advanced by the Township for said purposes; and,

WHEREAS, the parties desire to enter into this Reimbursement Agreement stating the terms upon which said sums so advanced shall be repaid; and,

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Ohio Revised Code Sections 505.705, 6119.06(Q) and 9.482(B).

NOW, THEREFORE, in consideration of the mutual promises and covenants each to the other made, and in consideration of other good and valuable consideration, which the Parties hereto specifically acknowledge to exist, including the potential future advance of further funding, the future sharing of personnel and equipment, as well as the potential future joint construction of projects, Canfield and ABC do hereby promise, covenant and agree that:

1. GENERAL AGREEMENT:

- 1.1. Canfield Township has advanced to the District, to date, the total sum of One hundred eighty two thousand seven hundred thirteen dollars and four cents (\$ 182,713.04) (the "Total Sum to Date"). Such Total Sum to Date includes funding provided to the District by Canfield pursuant to a certain Reimbursement Agreement entered into by the Parties on or about March 6, 2013, to pay for the stormwater study commissioned by the District with CDM Smith Engineering Firm in the amount of Twenty nine thousand two hundred ninety eight dollars and ninety cents (\$29,298.90) as well as funding provided to the District by Canfield related to the establishment of the District as well as general expenses of the District since its inception, including legal fees, engineering fees, administrative expenses, and other costs, in the amount of One

hundred fifty three thousand four hundred fourteen dollars and fourteen cents (\$ 153,414.14). All such sums were advanced by Canfield with the understanding and agreement of the Parties that the District would, when funding became available, repay all said sums so advanced, as hereafter further provided.

1.2. **REPAYMENT SOURCE AND DUE DATE:**

- 1.3. From revenue collected by ABC through a storm water fee (the "Fee"), ABC will reimburse Canfield the sum of Twenty five thousand dollars (\$25,000.00), by July 1st of each year (date) (the "Due Date"). Such sum shall be either the Total Sum to Date or such lesser amount as is determined by the Board pursuant to Section 3 herein.

2. **REPAYMENT CONDITIONS:**

- 2.1. For the purposes of making said reimbursement, ABC hereby pledges only that portion of revenue from the Fee which is available after paying all other monthly ABC obligations and which is necessary to reimburse said amount by the Due Date.
- 2.2. If, after paying all other monthly obligations of ABC, the revenue collected by the Fee is insufficient to reimburse Canfield said amount by the Due Date, ABC agrees to notify Canfield of said fact as soon as possible, and Canfield shall agree to extend the Due Date to a mutually satisfactory date or to forgive said debt, taking into account the amount of revenue regularly received by ABC from the Fee.

3. **FUTURE FUNDING, SHARING OF EQUIPMENT AND PERSONNEL, FUTURE CONSTRUCTION PROJECTS:**

- 3.1. The Parties further agree that Canfield may advance funds in the future to pay for District studies and other costs and to provide for the sharing of equipment and personnel and the joint construction of projects. In the event that sums are advanced with relation thereto, such sums shall be added to the sums which shall be reimbursed to Canfield and shall be repaid in accordance with this Agreement.

4. **RECORDS MAINTENANCE:**

- 4.1. Both Parties shall keep and maintain a ledger, or other accounting mechanism, which accurately records in its official records all sums so paid or reimbursed to that Party. At any time, either Party may request and shall receive within thirty (30) days, an accounting from the other reflecting amounts paid, amounts reimbursed, and reflecting how such sums were utilized by each Party.

5. **EFFECTIVE DATE AND TERM:**

5. **EFFECTIVE DATE AND TERM:**

5.1. This Agreement shall be effective upon the last date of the execution of the same by the Parties and shall continue in full force and effect unless rescinded by action of Canfield and ABC, and shall be subject to amendments or supplements when required by the provisions hereof or when found to be necessary because of changes in laws or regulations or otherwise.

6. **NOTICES:**

6.1. Any notice to be given by the Parties to each other in relation to or in accordance with the provisions hereof shall be deemed to have been given, in the case of Canfield, if delivered to the President of the Board of Trustees of ABC and, in the case of ABC, if delivered to the Chairman of the Board of Trustees of Canfield; but any Party may change such designation by delivery of such a written notice to the other.

7. **NO THIRD-PARTY; SUCCESSION AND ASSIGNMENT:**

7.1. This Agreement shall be binding upon and inure to the sole benefit of the Parties and any successors and permitted assigns of Parties and nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Canfield and ABC. Any officer, official, board, committee or other entity that hereafter, by operation of law, succeeds to the powers and duties of those designated herein, shall be deemed to be included in the applicable designation.

7.2. Either Party may assign all or a portion of its rights under this Agreement, provided that any such assignment shall be subject to the consent of the other Party.

8. **SUBORDINATION:**

8.1. This Agreement shall, in all respects, be subject to the provisions of any indenture of mortgage, trust agreement, trust indenture agreement, bond agreement, loan agreement, resolution, voted tax or bond issue, or other financing document or agreement, which may be entered into by ABC to authorize or secure bonds, notes or other financing to pay the costs, or a portion thereof, of constructing, extending, or otherwise improving its water or storm water systems. Additionally, nothing herein shall be construed so as to limit the authority of ABC under Chapter 6119 of the Ohio Revised Code, including, but not limited to, the right of ABC to levy taxes and assessments, charges, fees, etc. as ABC deems necessary or appropriate

9. **ENFORCEABILITY:**

9.1. If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portions so held invalid or unconstitutional.

10. WAIVER OF BREACH:

10.1. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach thereof.

11. ENTIRE AGREEMENT MODIFICATION:

11.1. This Agreement contains the entire agreement of the Parties. It may not be modified orally, but only by agreement in writing signed by both Parties. The language of all parts of this Agreement shall 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, is not to be construed against or for any individual party.

12. GOVERNING LAW:

12.1. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

13. NO PERSONAL LIABILITY:

13.1. The obligations contained herein are those of the Parties themselves, and nothing herein shall be construed as creating any personal liability on the part of any board member, officer or agent of any public body which is a Party hereto.

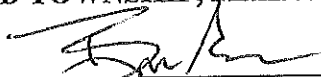
14. MERGER:

14.1. Prior Reimbursement Agreements as enumerated herein in Section 1, are hereby extinguished and merged into this Agreement the terms of which shall hereafter govern.

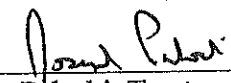
IN WITNESS WHEREOF, this Agreement shall become effective as between the Parties on the last date of execution by the Parties, as written below.

The Parties hereto have set their hands on the respective days written below.

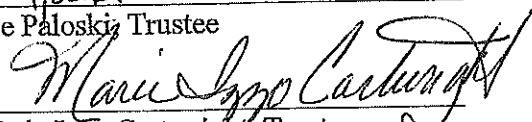
CANFIELD TOWNSHIP, MAHONING COUNTY, OHIO



Brian Governor, Trustee



Joe Paloski, Trustee



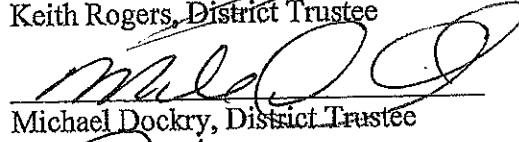
Marie Izzo Cartwright, Trustee

Date: 5-27-2020

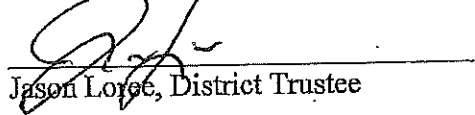
ABC WATER AND STORM WATER DISTRICT



Keith Rogers, District Trustee



Michael Dockry, District Trustee



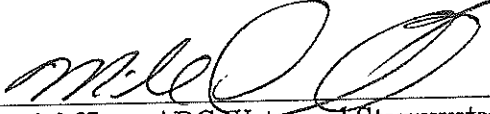
Jason Loree, District Trustee

Date: May 19, 2020

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the ABC Water and Stormwater District ("District") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the District during the year 2020, and thereafter, have been lawfully appropriated, or will be appropriated by the District for such purposes, and are in the treasury of the District, or are 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.

May 19, 2020
Date



Fiscal Officer, ABC Water and Stormwater District

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of Canfield Township ("Township") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the Township during the year 2019, and thereafter, have been lawfully appropriated, or will be appropriated by the Township for such purposes, and are in the treasury of the Township, or are 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.

5-26-20
Date

Denise M. Joseph
Fiscal Officer, Canfield Township

Work Authorization



Name: ABC Water and Storm District

Date: 5/14/2020

WA No.: P200554

Attn: Keith Rogers, Board Member

Phone 330-533-4239

E-mail: keith@canfieldtownship.org

Fax: 330-519-3008

Web address: <http://www.abcwaterdistrict.com/>

Project Title:
Indian Creek Detention Basin

Project Description:
Topographic/Existing Conditions Survey

Project Location:
Canfield Township, Mahoning County, Ohio

Invoicing Instructions:
Lump Sum \$4,025


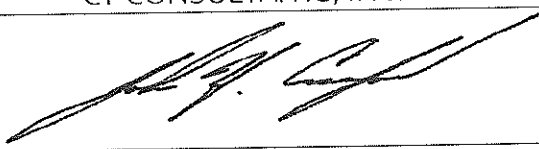
NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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	<u>Jason Lorie</u>	<u>CT CONSULTANTS, INC.</u>
By	<u></u> Authorized Signature	<u></u> John H. Crawford, PS
Date Accepted	<u>5-19-2020</u>	<u>May 14, 2020</u> Date

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization Professional Land Surveying Services
5/14/2020

Project Site:

CT understands that the Property encompasses approximately 2.97 acres of land of currently developed with a detention basin that is not functioning properly and requires regrading and cleanup. The Property encompasses part of a single tax parcel known as 26-068-0-004.00-0 and is currently owned by Canfield Township Board of Trustees. The Property is further shown on Exhibit A, attached hereunto.

Scope of Work:

Topographic/Existing Conditions Survey

CT will gather horizontal and vertical data at strategic locations to create a one (1) foot contour interval map for the parcel shown on Exhibit A. CT will locate natural and man-made features and existing improvements. CT will contact the Ohio 811 and request utility owners to provide utility plans (to include public and franchise utility companies). Horizontal and vertical data will be obtained for storm structures that may affect the parcel, if accessible, to include inverts, depths and sizes of sewer lines. Additional utilities will be located if observable during the field work, to include but not limited to, sanitary, water, gas and electric. The horizontal and vertical data will be represented in an accepted datum based on the standard of practice for the area and established through standard means. Up to two (2) project benchmarks will be established for future use, each benchmark will be set in areas where site improvements would not anticipated. Each benchmark established will have Northing, Easting and Vertical values assigned for future use.

Assumptions, Exceptions, and Limitations

CT will require uninhibited access to the outside of the Property during the performance of the above Scope of Work.

Work Authorization



This proposal does not include the performance of a Boundary Survey or the establishment of property / boundary lines.

Under this proposal, CT is not responsible for obtaining required approvals or associated submittal fees. CT can assist with this process for additional fees.

This proposal and associated fees do not include the notifications of adjoining property owners or entities that may be required or desired.

This proposal does not include any services beyond the tasks described above. CT can provide the additional services, under a separate proposal and associated fees.

CT shall not be responsible for construction means, methods, techniques, sequences, procedures, scheduling or the safety of the construction site.

In performing this work, we will have relied on the information presented in documentation prepared by others and have accepted this information as accurate and complete unless we discover otherwise during the course of our review. We will not attempt to independently verify the information obtained. CT has not been retained to provide additional warranty or guaranty to the documentation prepared by others, in part or in whole, for our review.

CT assumes that all manholes are free of debris, obstructions, and free of watertight seals or locks. If the manholes are obstructed in any way we will not be able to provide an invert elevation.

Additional Services Available

The following are services not included in this proposal that can be performed upon request and under a separate scope of work, associated fees and signed authorization.

Property Line Establishment,	Dedication/Vacation Platting,
Easement/Lease Document Packages,	FEMA Studies (Elevation Cert, LOMA, LOMR),
As-Built Drawings, Utility Surveys,	Site/Civil Engineering Design,
Storm Water Drainage Studies,	Storm Water Management Plans,
Lot Split/Consolidation Platting,	Construction Layout,

Work Authorization



Wetland Determinations/Delineations, Agency/Client Meeting(s), (except as listed),

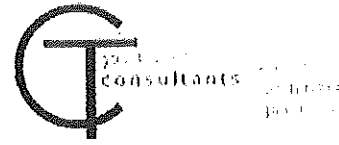
Deliverables

CT will provide an electronic version of the Topographic/Existing Conditions Survey (typically in .pdf format and an electronic AutoCAD Civil 3D drawing (typically in .dwg). Hard copies will be on 22"x34" bond paper.

Timing

CT will commence work upon receipt of the signed proposal. CT will complete the Topographic/Existing Conditions Survey within 15 to 20 business days from the date written authorization to proceed is received, unless otherwise agreed upon or stated in this proposal.

While CT will notify the Client, we reserve the right to extend the due date in circumstances where information required from other resources or access to the Property cannot be obtained in a timely manner.



Memorandum

To: Keith Rogers, ABC Board Member

From: Mark Dellsio, P.E.

Subject: Indian Run Watershed Planning - Budget Management

Date: 05/18/2020

The purpose of this memo is to document a financial expenditure limitation requested by the ABC Board with regard to the subject project.

CT Consultant expenditures on master planning services associated with the work plan dated 10/11/2019 "ABC Stormwater Master Planning - Canfield Township Work Plan - Indian Run Phase 1" shall not exceed 1/3 of the proposed Canfield Township budget until the 2020 ABC Stormwater 2nd half fees are collected. The fee revenue from the 2nd half collections are expected to be received in November of 2020. The District Board will review its finances and may choose to approve additional funds at that time.

The Canfield Township budget is \$99,300 for the subject work plan. The amount of Canfield Township project expenditures not-to-exceed by November 20th, 2020 is \$33,100.

Note: The subject project is a planning project and must be completed in its entirety before the deliverable for Phase 1 can be submitted. Refer to the work plan dated 10/11/2019 for more details on the deliverable of Phase 1 of the Indian Run Master Planning Study.

Signatures of acknowledgment:

Mark Dellsio, P.E. - CT Consultants

Mark Dellsio P.E. Date: 5/22/2020

Keith Rogers - ABC Board Member

[Signature] Date: May 19, 2020

work authorization



name: ABC Water and Storm District date: 10/28/19 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: ABC Stormwater Planning - Indian Run Phase 1 project description: Indian Run Stormwater Planning. See Attached Scope

project location: Canfield and Boardman Townships invoicing instructions: Hourly, Not-To-Exceed \$112,500, CT Prevailing Wage Rates



NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

TERMS:

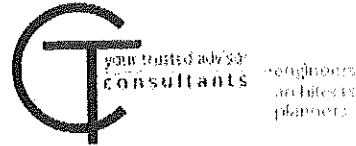
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ACCEPTANCE:

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	<u>Jason Loree</u>	<u>CT CONSULTANTS, INC.</u>
By	<u></u> Authorized Signature	<u> P.E.</u> Mark Delisio, P.E.
Date Accepted	<u>5-19-2020</u>	Date <u>5/22/2020</u>

Please sign and return one copy to our office.



Memorandum

To: Keith Rogers and Jason Loree

ABC Water & Stormwater District Board Members/ Canfield Township Staff/
Boardman Township Staff

From: Mark Delisio, P.E.

Subject: ABC Stormwater Master Planning – Canfield Township Work Plan - Indian
Run Phase 1

Date: 2019.10.11

PROJECT DEVELOPMENT AND APPROACH

The purpose of this memo is to serve as a first step in creating a "living" work plan such that the District can begin achieving its goals as efficiently as possible. Estimating a scope and fee without basic information, would open possibilities for mis-managed expectations. Therefore, CT proposes to approach the master planning in a methodical, phased, and pragmatic approach.

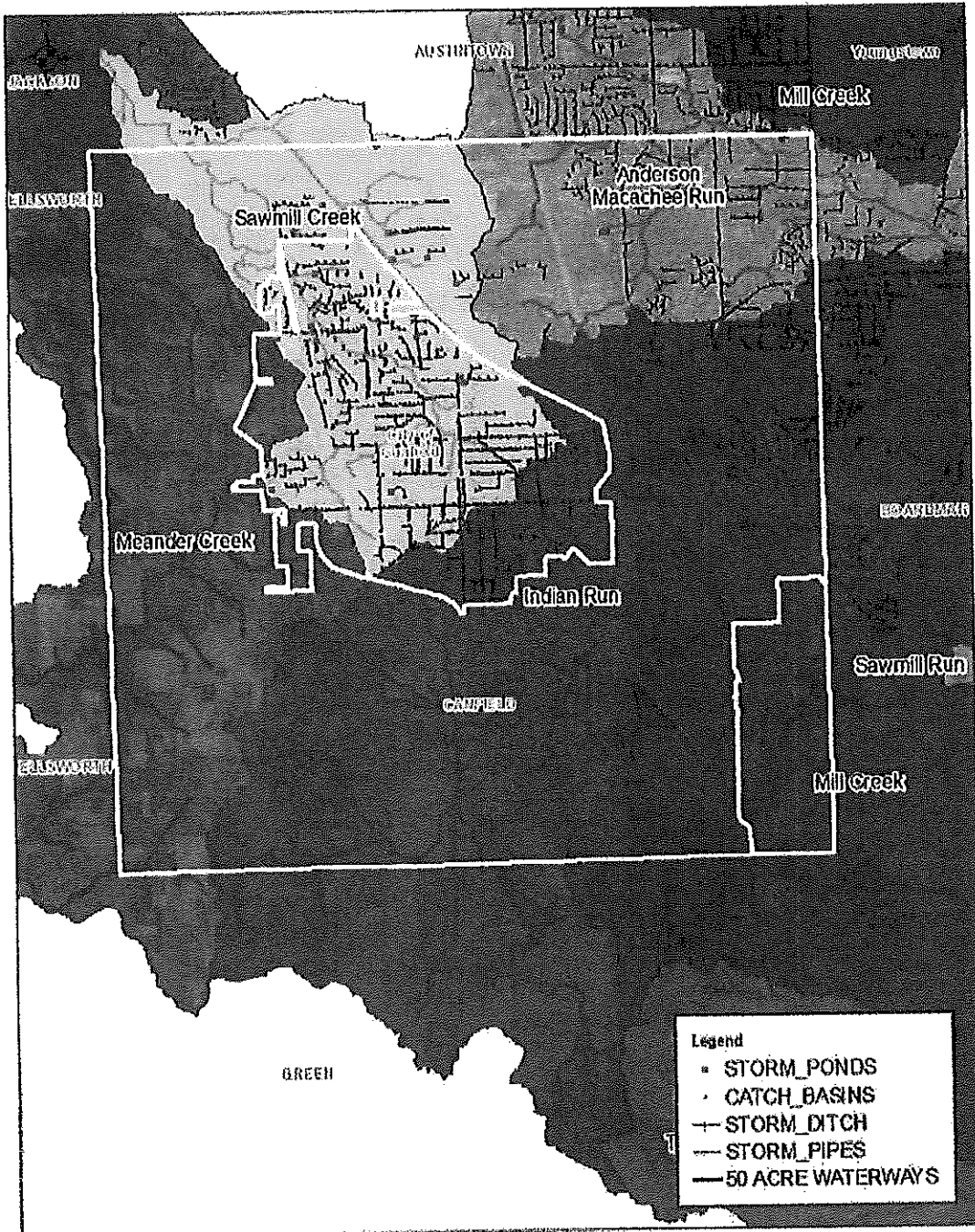
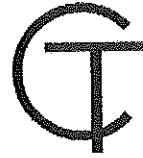
The preferred approach outlined within this document includes focusing on one high priority sub-watershed first. This style of approach will provide the following benefits to Canfield Township, Boardman Township, and the ABC District:

- Allows the District to focus on areas which are of obvious concern, thereby not wasting any effort or fee payer dollars.
- Delivers results more quickly rather than a planning effort encompassing all sub-watersheds at one time. This provides the fee payers with a quicker/more visible return.
- Establishes program protocols for obtaining/reviewing data. This provides the District with opportunities for refinement and lessons learned prior to tackling other sub-watersheds.
- Makes budgets smaller in attempts to avoid overspending.
- Requires necessary guidance (Check-ins) with the District Board and Township Staff – assuring the District's goals are being met along the way.
- Limits the amount of unknowns into smaller phases. Currently there are many unknowns such as how information will flow between the District/Township/CT, what local data is available, and the condition of the District's stormwater infrastructure system.



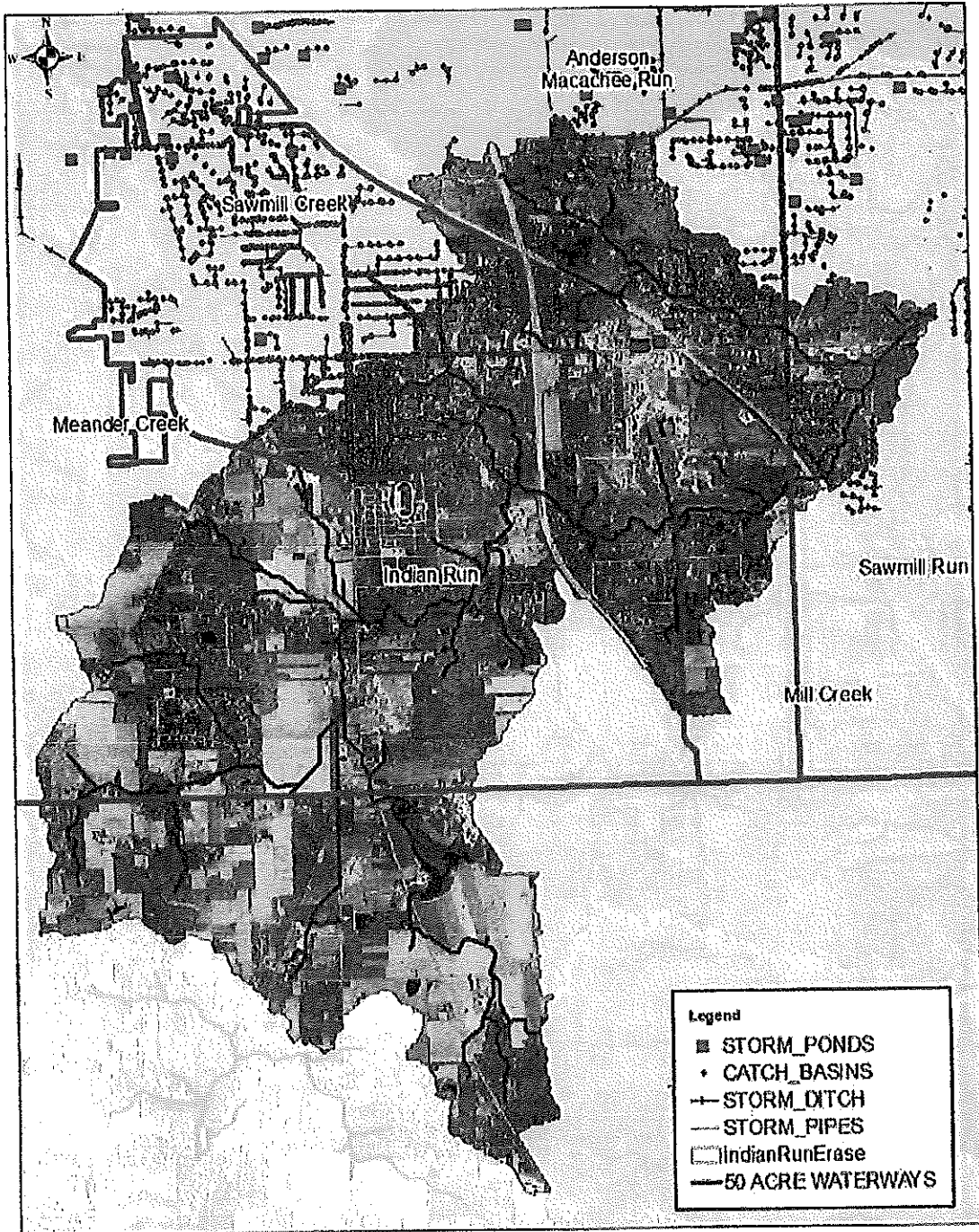
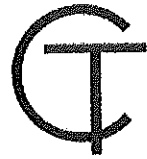
- Gathers "buy in" from District Board, Township Staff, and other Stakeholders sooner, as opposed to waiting for larger deliverables to come at some later date.

In order to facilitate discussion, CT has begun developing some base mapping for planning purposes. Map 1 displays Canfield Township's watersheds from a macro level. Map 2 displays a micro level zoom to the Indian Run Sub-Watershed – the area the Township perceives to be of the most concern at this time.



Canfield Twp. Sub Watersheds

Map 1



Canfield Twp. Indian Run Watershed

Map 2



SCOPE

CT proposes that the District approach master stormwater planning with the following phases:

- 1) Watershed Development & Data Collection
- 2) H&H Model Development & Calibration
- 3) Review Modeling Results & Alternatives Analysis
- 4) Prepare Report of Findings
- 5) Develop Operation and Maintenance Program
- 6) Develop Long-Term Strategy
- 7) Identify Next Watershed for Analysis

Phase 1 – Watershed Development & Data Collection

This is a mapping phase to defined overall watersheds, sub-watersheds, flow paths and infrastructure of relevance. Pertinent existing conditions data will be collected. Areas of concern will be identified in coordination with available data and knowledge from District/Township staff. Existing data will be used to prepare a map of the system. This will include Mahoning County GIS as a starting point. In order to complete the mapping, other available drawings will be reviewed. Remaining gaps and questionable data will be verified by field reconnaissance. Field Recon will also include documentation and evaluation of the condition of District Stormwater Infrastructure (DSI) along with maintenance concerns. CT will use ArcGIS On-Line (AGOL) to catalogue the District's infrastructure for both modeling and maintenance purposes. CT will work with the District to measure level of effort associated with field recon, and manage expectations of how much DSI can be evaluated within budget. Current budget costs may not reflect the level of detail the District ultimately desires to include for maintenance and/or modeling purposes. Maintenance needs will be identified, logged in AGOL, and shared with the District for completion by Township Staff or District Contractors. Once complete, the District can mark maintenance needs as completed within the living AGOL DSI database to track progress. If maintained properly, this information will serve as a valuable up to date maintenance log for use with future funding applications. The deliverables will be a database and map of the Indian Run District Stormwater Infrastructure, capable of supporting modeling efforts, O&M recommendations, and documentation of progress.

Public involvement and engagement during this phase can include sharing of maps and maintenance records at public meetings to discuss the approach being taken. Pictures are taken during field investigations, tagged within the AGOL DSI database, and can be used for show and tell. CT will work with the District to understand how much public engagement is necessary and on developing a plan for public engagement in accordance with the fee estimate below.



The map will become a living document. There becomes a breakpoint at which the information being collected is so refined that it will be of little to no benefit for model development and maintenance. Determination of problem areas and DSI is critical. CT's QAQC team will work diligently with the District to determine these break points.

Phases 2 through 7 will be expounded upon in future work authorizations. To give the District an understanding of the direction CT envisions, brief descriptions of each subsequent phase are provided below.

Phase 2 – H&H Model Development and Calibration

Includes flow monitoring services, the construction of a Hydraulic and Hydrologic Model using PCSWMM, and calibration of the model. The beginning of this phase is contingent upon phase 1 mapping being adequately complete.

Phase 3 – Review Modeling Results & Alternatives Analysis

Includes simulating select design storms and testing the capacity limitations of the current system. Then, problem areas are validated and the model is used to analyze various alternatives to solve said limitations. The various alternatives will be weighed after developing planning level project costs for comparison.

Phase 4 - Prepare Report of Findings

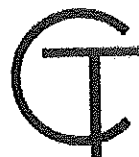
Includes a report documenting the data collection, mapping, modeling, cost evaluating processes, and results of planned projects. Once additional sub-watersheds are also evaluated, the report can be updated and projects from different sub-watersheds can be compared against one another. Recommendations can then be made on how best to proceed. Funding opportunities can also be identified.

Phase 5 – Develop Operation and Maintenance Program

CT will begin developing AGOL tools during phase 1. This will be a growing process as CT, the District, and the Township work together to integrate services. An AGOL DSI platform will be developed during phase 1. Phase 5 will serve as an opportunity to properly document the system which has been built, and how the involved parties can best maintain the information collected. Final deliverables from this stage are yet to be determined, and will be a result of the processes employed during phase 1. The "Program" may include documentation of best management practices, and explanations of data management standards.

Phase 6 – Develop Long-Term Implementation Strategy

Includes development of planning standards, model management protocols, and future model development based upon land use changes, updated regulations, redevelopment and



added/completed stormwater management features and projects. Final deliverables from this stage are yet to be determined, and will be a result of lessons learned through various sub-watershed evaluations and attempts to fund projects.

Phase 7 - Identify Next Watershed for Analysis

Includes using available data to determine where the next best "bang for the buck" can be achieved with regard to aged infrastructure, past development issues, and known problem areas.

SHARED INVESTMENT

The Indian Run Sub-Watershed begins in Green Township, Canfield Township, and the City of Canfield, and ultimately flows through Boardman Township before joining Mill Creek.

Boardman and Canfield Townships

Boardman and Canfield Townships have a vested and shared interest in their efforts to preserve property values, reduce flooding, and improve water quality. It is understood that both communities desire mapping and modeling development so that the most effective projects can be identified during later phases of planning, and so that improved operation and maintenance of the municipal storm systems and waterways can begin as soon as possible. This is especially important and along the downstream portions of the waterways, such as Indian Run prior to joining Mill Creek. Therefore, the proposed fee has been split amongst the vested townships (Canfield & Boardman).

Green Township

At the time of the development of this work plan, Green Township is not vested, not a part of the ABC District, and not aware of the project. It is our understanding that the ABC District does not wish to engage Green Township at this time. However, it should be acknowledged that projects completed in Green Township may affect properties and waterways in Canfield Township and Boardman Township. If advised by the District Board, CT can coordinate between the District and Green Township and pursue additional investigations under a separate work authorization.

City of Canfield

At the time of the development of this work plan, the City of Canfield has established a stormwater fee and recently raised rates. Current rates are set at \$36/year, generating approximately \$160,000 of revenue for the City. Added detention within the City would potentially benefit Canfield and Boardman Townships, but added conveyance from the City towards the Township, towards Indian Run, could prove to exacerbate flooding and erosion issues in the Township. It may prove beneficial to coordinate with the City on sizing/condition



of stormwater related assets. CT will only do so with the consent of the District. It should be acknowledged that joint projects between the City of Canfield and Canfield Township may be of benefit in the future.

The following table was prepared only as a general point of comparison to estimate the infrastructure and waterways associated with each governmental entity.

Approximate Stormwater System Extents by Entity

Township	Canfield Twp	Boardman Twp	City of Canfield	Green Twp
Length of 50-Acre Waterway	158,000	18,000 LF	15,000	46,000
Area (ac)	5,810	463	682	2,264
Storm Ponds*	15	4	6	0

*These only include storm ponds included in Mahoning County GIS - There are likely more.

FEE

The proposed fees have been split to the best of our ability based upon very limited available County GIS data, and should serve as a starting point to begin the data review and mapping effort.

CT proposes the following fees to be charged on an hourly basis, not to exceed the Phase 1 Sub-total unless authorized by the District Board. CT may shift funds between subtasks as required. Fee requests for latter phases of the stormwater master planning process will be submitted under request of separate work authorizations. This fee covers only Phase 1 services for Indian Run Sub-watershed.

Task	Canfield	Boardman
1a Project Approach/Development & Kickoff	\$3,600	\$400
1b Existing Data Collection & Review	\$16,400	\$1,900
1c Mapping District Stormwater Infrastructure	\$7,700	\$900
1d Field Reconnaissance for Model Data/ O&M	\$63,600	\$9,000
1e Public & Stakeholder Engagement	\$5,700	\$700
1f Project Management	\$2,300	\$300
Sub-Total Phase 1 Not-To-Exceed Amounts	\$99,300	\$13,200
Grand Total Indian Run PH 1 Fee	\$112,500	



The CT reserves the ability to shift funds between tasks for Canfield Township. Likewise, funds can be shifted between tasks for Boardman Township. However, there will be no shifting of funds from Township to Township. Additionally, the project will be completed on an hourly not to exceed basis.

Note that the field reconnaissance fees are based on assumptions about the amount of infrastructure that is not well documented and that is needed to develop a DSI model.

Depending on the problem areas and existing data encountered, it is possible that more or less field investigation may be required once mapping progresses. Effective communication will keep the District informed of progress and required level of effort/budget to achieve program goals.

There are engineering advantages to completing the planning and modeling all at once. The planning/modeling process includes the development and understanding of boundary conditions, such as how the next downstream watershed and stream levels behave and affect the upstream watersheds. Taking a pragmatic approach of dividing up the watersheds into more manageable sizes is to provide the District with projects sooner rather than later and better manage planning costs. However, it's worth noting that when we select an upstream area for planning, we subject ourselves to unknown conditions downstream. CT will recognize, manage, and share those unknowns with the District as projects are planned and designed. If the District wants to minimize costs by selecting smaller planning areas, this is a possibility. This approach will create additional boundary condition unknowns, but can be managed if desired.



ITEMS TO BE PROVIDED BY THE DISTRICT

- 1) Access and rights to make copies of any drawings available through the Township
- 2) Access to township facilities including fire stations, detention sites, and the township administration building as needed to collect information.
- 3) Coordination with CT's field team on any ROW and property access issues, including assistance from police and/or firemen such that a safe environment can be maintained during field investigation for both safety and access purposes.
- 4) Honest and detailed tacit knowledge of the problem areas to help facilitate stormwater planning.
- 5) Access to any flood complaint related data, or relevant zoning department information or GIS files that the Township may possess.
- 6) CCTV Costs will be passed through to the District. However, 30 hours of fee is included for CT to coordinate with the Contractor.
- 7) Access to County Data and other local datasets that are not available for free or readily by the public.

SCHEDULE

Field Reconnaissance will continue as needed through the spring and summer of 2020, however, CT proposes to provide a draft working map of the system 6 months from authorization to proceed. This would provide the District with enough foresight to select flow meter installation locations during the spring (wet months). CT envisions also beginning phases 2 & 3 in the spring of 2020.



Memorandum

To: Keith Rogers, ABC Board Member

From: Mark Delisio, P.E.

Subject: Indian Run Watershed Planning – Budget Management

Date: 05/18/2020

The purpose of this memo is to document a financial expenditure limitation requested by the ABC Board with regard to the subject project.

CT Consultant expenditures on master planning services associated with the work plan dated 10/11/2019 "ABC Stormwater Master Planning – Canfield Township Work Plan - Indian Run Phase 1" shall not exceed 1/3 of the proposed Canfield Township budget until the 2020 ABC Stormwater 2nd half fees are collected. The fee revenue from the 2nd half collections are expected to be received in November of 2020. The District Board will review its finances and may choose to approve additional funds at that time.

The Canfield Township budget is \$99,300 for the subject work plan. The amount of Canfield Township project expenditures not-to-exceed by November 20th, 2020 is \$33,100.

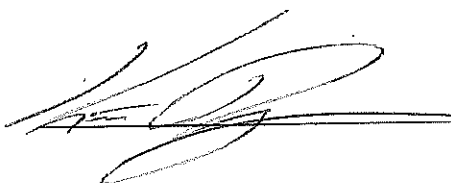
Note: The subject project is a planning project and must be completed in it's entirety before the deliverable for Phase 1 can be submitted. Refer to the work plan dated 10/11/2019 for more details on the deliverable of Phase 1 of the Indian Run Master Planning Study.

Signatures of acknowledgment:

Mark Delisio, P.E. – CT Consultants

_____ Date: _____

Keith Rogers - ABC Board Member

 Date: May 19, 2020

work authorization



name: ABC Water and Storm District date: 10/28/19 wa no.:

attn: Jason Loree, President ABC

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

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

project title: ABC Stormwater Planning - Indian Run Phase 1 project description: Indian Run Stormwater Planning. See Attached Scope

project location: Canfield and Boardman Townships invoicing instructions: Hourly, Not-To-Exceed \$112,500, CT Prevailing Wage Rates

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017, and with the Meeting Minutes of the 7/18/2019 & 9/11/2019 ABC Water and Stormwater District Board Meetings.

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 CT CONSULTANTS, INC.

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

Date Accepted 5-19-2020 Date _____

Please sign and return one copy to our office.



Memorandum

To: Keith Rogers and Jason Loree

ABC Water & Stormwater District Board Members/ Canfield Township Staff/
Boardman Township Staff

From: Mark Delisio, P.E.

Subject: ABC Stormwater Master Planning – Canfield Township Work Plan - Indian
Run Phase 1

Date: 2019.10.11

PROJECT DEVELOPMENT AND APPROACH

The purpose of this memo is to serve as a first step in creating a “living” work plan such that the District can begin achieving its goals as efficiently as possible. Estimating a scope and fee without basic information, would open possibilities for mis-managed expectations. Therefore, CT proposes to approach the master planning in a methodical, phased, and pragmatic approach.

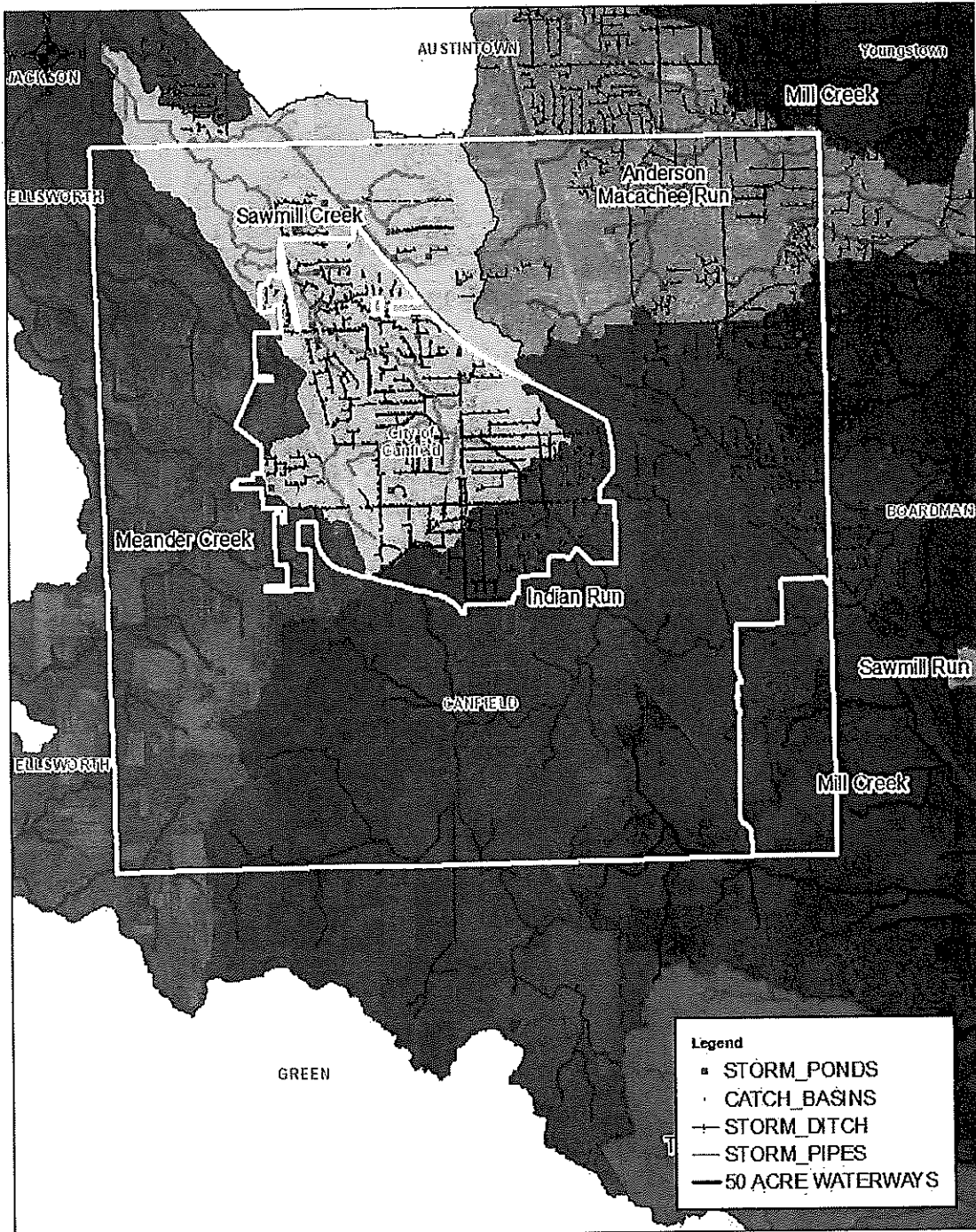
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- Allows the District to focus on areas which are of obvious concern, thereby not wasting any effort or fee payer dollars.
- Delivers results more quickly rather than a planning effort encompassing all sub-watersheds at one time. This provides the fee payers with a quicker/more visible return.
- Establishes program protocols for obtaining/reviewing data. This provides the District with opportunities for refinement and lessons learned prior to tackling other sub-watersheds.
- Makes budgets smaller in attempts to avoid overspending.
- Requires necessary guidance (Check-ins) with the District Board and Township Staff – assuring the District's goals are being met along the way.
- Limits the amount of unknowns into smaller phases. Currently there are many unknowns such as how information will flow between the District/Township/CT, what local data is available, and the condition of the District's stormwater infrastructure system.



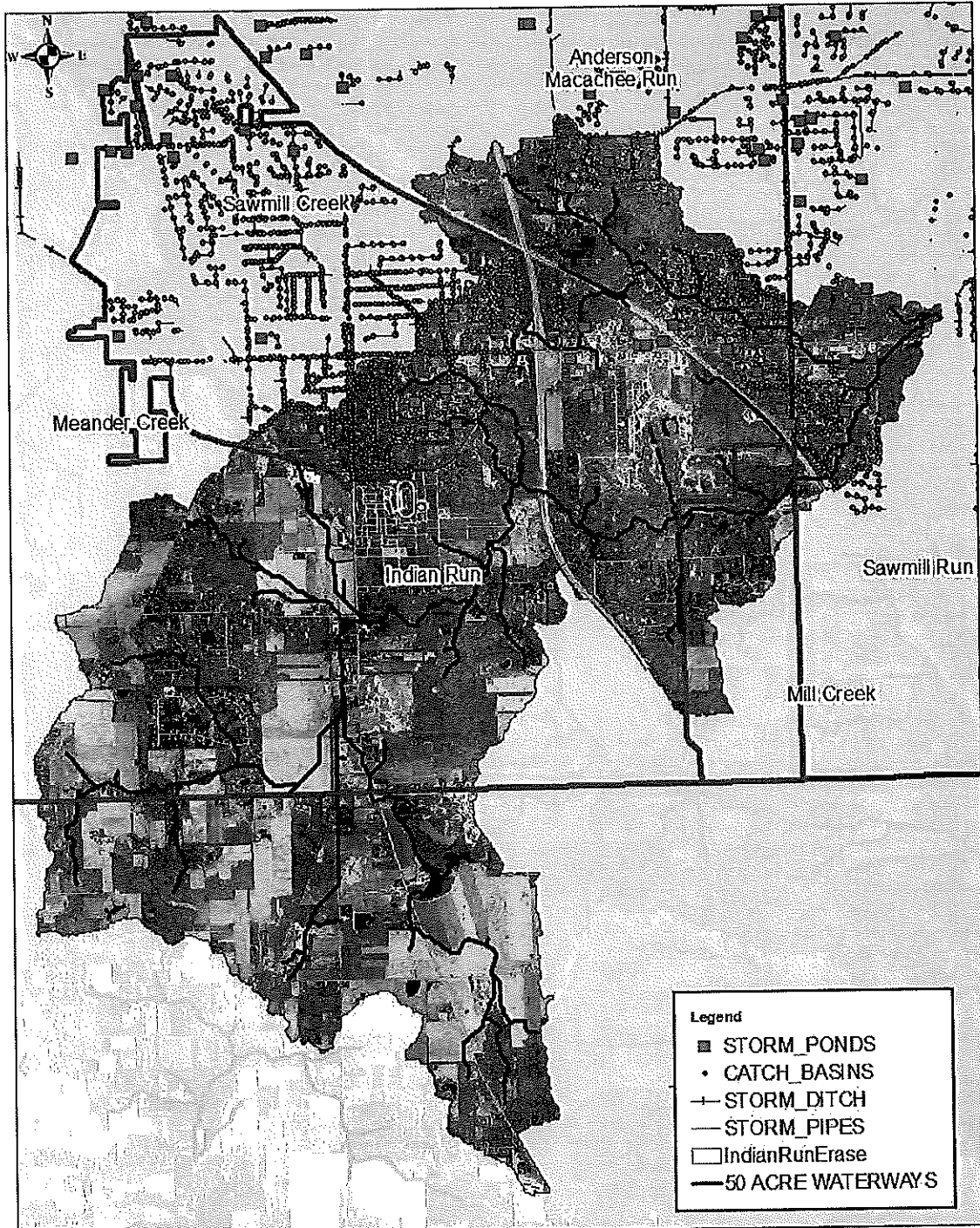
- Gathers "buy in" from District Board, Township Staff, and other Stakeholders sooner, as opposed to waiting for larger deliverables to come at some later date.

In order to facilitate discussion, CT has begun developing some base mapping for planning purposes. Map 1 displays Canfield Township's watersheds from a macro level. Map 2 displays a micro level zoom to the Indian Run Sub-Watershed – the area the Township perceives to be of the most concern at this time.



Canfield Twp. Sub Watersheds

Map 1



Canfield Twp. Indian Run Watershed

Map 2



SCOPE

CT proposes that the District approach master stormwater planning with the following phases:

- 1) Watershed Development & Data Collection
- 2) H&H Model Development & Calibration
- 3) Review Modeling Results & Alternatives Analysis
- 4) Prepare Report of Findings
- 5) Develop Operation and Maintenance Program
- 6) Develop Long-Term Strategy
- 7) Identify Next Watershed for Analysis

Phase 1 – Watershed Development & Data Collection

This is a mapping phase to defined overall watersheds, sub-watersheds, flow paths and infrastructure of relevance. Pertinent existing conditions data will be collected. Areas of concern will be identified in coordination with available data and knowledge from District/Township staff. Existing data will be used to prepare a map of the system. This will include Mahoning County GIS as a starting point. In order to complete the mapping, other available drawings will be reviewed. Remaining gaps and questionable data will be verified by field reconnaissance. Field Recon will also include documentation and evaluation of the condition of District Stormwater Infrastructure (DSI) along with maintenance concerns. CT will use ArcGIS On-Line (AGOL) to catalogue the District's infrastructure for both modeling and maintenance purposes. CT will work with the District to measure level of effort associated with field recon, and manage expectations of how much DSI can be evaluated within budget. Current budget costs may not reflect the level of detail the District ultimately desires to include for maintenance and/or modeling purposes. Maintenance needs will be identified, logged in AGOL, and shared with the District for completion by Township Staff or District Contractors. Once complete, the District can mark maintenance needs as completed within the living AGOL DSI database to track progress. If maintained properly, this information will serve as a valuable up to date maintenance log for use with future funding applications. The deliverables will be a database and map of the Indian Run District Stormwater Infrastructure, capable of supporting modeling efforts, O&M recommendations, and documentation of progress.

Public involvement and engagement during this phase can include sharing of maps and maintenance records at public meetings to discuss the approach being taken. Pictures are taken during field investigations, tagged within the AGOL DSI database, and can be used for show and tell. CT will work with the District to understand how much public engagement is necessary and on developing a plan for public engagement in accordance with the fee estimate below.



The map will become a living document. There becomes a breakpoint at which the information being collected is so refined that it will be of little to no benefit for model development and maintenance. Determination of problem areas and DSI is critical. CT's QAQC team will work diligently with the District to determine these break points.

Phases 2 through 7 will be expounded upon in future work authorizations. To give the District an understanding of the direction CT envisions, brief descriptions of each subsequent phase are provided below.

Phase 2 – H&H Model Development and Calibration

Includes flow monitoring services, the construction of a Hydraulic and Hydrologic Model using PCSWMM, and calibration of the model. The beginning of this phase is contingent upon phase 1 mapping being adequately complete.

Phase 3 – Review Modeling Results & Alternatives Analysis

Includes simulating select design storms and testing the capacity limitations of the current system. Then, problem areas are validated and the model is used to analyze various alternatives to solve said limitations. The various alternatives will be weighed after developing planning level project costs for comparison.

Phase 4 - Prepare Report of Findings

Includes a report documenting the data collection, mapping, modeling, cost evaluating processes, and results of planned projects. Once additional sub-watersheds are also evaluated, the report can be updated and projects from different sub-watersheds can be compared against one another. Recommendations can then be made on how best to proceed. Funding opportunities can also be identified.

Phase 5 – Develop Operation and Maintenance Program

CT will begin developing AGOL tools during phase 1. This will be a growing process as CT, the District, and the Township work together to integrate services. An AGOL DSI platform will be developed during phase 1. Phase 5 will serve as an opportunity to properly document the system which has been built, and how the involved parties can best maintain the information collected. Final deliverables from this stage are yet to be determined, and will be a result of the processes employed during phase 1. The "Program" may include documentation of best management practices, and explanations of data management standards.

Phase 6 – Develop Long-Term Implementation Strategy

Includes development of planning standards, model management protocols, and future model development based upon land use changes, updated regulations, redevelopment and



added/completed stormwater management features and projects. Final deliverables from this stage are yet to be determined, and will be a result of lessons learned through various sub-watershed evaluations and attempts to fund projects.

Phase 7 - Identify Next Watershed for Analysis

Includes using available data to determine where the next best “bang for the buck” can be achieved with regard to aged infrastructure, past development issues, and known problem areas.

SHARED INVESTMENT

The Indian Run Sub-Watershed begins in Green Township, Canfield Township, and the City of Canfield, and ultimately flows through Boardman Township before joining Mill Creek.

Boardman and Canfield Townships

Boardman and Canfield Townships have a vested and shared interest in their efforts to preserve property values, reduce flooding, and improve water quality. It is understood that both communities desire mapping and modeling development so that the most effective projects can be identified during later phases of planning, and so that improved operation and maintenance of the municipal storm systems and waterways can begin as soon as possible. This is especially important and along the downstream portions of the waterways, such as Indian Run prior to joining Mill Creek. Therefore, the proposed fee has been split amongst the vested townships (Canfield & Boardman).

Green Township

At the time of the development of this work plan, Green Township is not vested, not a part of the ABC District, and not aware of the project. It is our understanding that the ABC District does not wish to engage Green Township at this time. However, it should be acknowledged that projects completed in Green Township may affect properties and waterways in Canfield Township and Boardman Township. If advised by the District Board, CT can coordinate between the District and Green Township and pursue additional investigations under a separate work authorization.

City of Canfield

At the time of the development of this work plan, the City of Canfield has established a stormwater fee and recently raised rates. Current rates are set at \$36/year, generating approximately \$160,000 of revenue for the City. Added detention within the City would potentially benefit Canfield and Boardman Townships, but added conveyance from the City towards the Township, towards Indian Run, could prove to exacerbate flooding and erosion issues in the Township. It may prove beneficial to coordinate with the City on sizing/condition



of stormwater related assets. CT will only do so with the consent of the District. It should be acknowledged that joint projects between the City of Canfield and Canfield Township may be of benefit in the future.

The following table was prepared only as a general point of comparison to estimate the infrastructure and waterways associated with each governmental entity.

Approximate Stormwater System Extents by Entity

Township	Canfield Twp	Boardman Twp	City of Canfield	Green Twp
Length of 50-Acre Waterway	158,000	18,000 LF	15,000	46,000
Area (ac)	5,810	463	682	2,264
Storm Ponds*	15	4	6	0

*These only include storm ponds included in Mahoning County GIS – There are likely more.

FEE

The proposed fees have been split to the best of our ability based upon very limited available County GIS data, and should serve as a starting point to begin the data review and mapping effort.

CT proposes the following fees to be charged on an hourly basis, not to exceed the Phase 1 Sub-total unless authorized by the District Board. CT may shift funds between subtasks as required. Fee requests for latter phases of the stormwater master planning process will be submitted under request of separate work authorizations. This fee covers only Phase 1 services for Indian Run Sub-watershed.

Task	Canfield	Boardman
1a Project Approach/Development & Kickoff	\$3,600	\$400
1b Existing Data Collection & Review	\$16,400	\$1,900
1c Mapping District Stormwater Infrastructure	\$7,700	\$900
1d Field Reconnaissance for Model Data/ O&M	\$63,600	\$9,000
1e Public & Stakeholder Engagement	\$5,700	\$700
1f Project Management	\$2,300	\$300
Sub-Total Phase 1 Not-To-Exceed Amounts	<u>\$99,300</u>	<u>\$13,200</u>
Grand Total Indian Run PH 1 Fee	<u>\$112,500</u>	

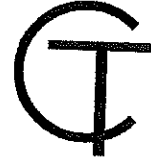


The CT reserves the ability to shift funds between tasks for Canfield Township. Likewise, funds can be shifted between tasks for Boardman Township. However, there will be no shifting of funds from Township to Township. Additionally, the project will be completed on an hourly not to exceed basis.

Note that the field reconnaissance fees are based on assumptions about the amount of infrastructure that is not well documented and that is needed to develop a DSI model.

Depending on the problem areas and existing data encountered, it is possible that more or less field investigation may be required once mapping progresses. Effective communication will keep the District informed of progress and required level of effort/budget to achieve program goals.

There are engineering advantages to completing the planning and modeling all at once. The planning/modeling process includes the development and understanding of boundary conditions, such as how the next downstream watershed and stream levels behave and affect the upstream watersheds. Taking a pragmatic approach of dividing up the watersheds into more manageable sizes is to provide the District with projects sooner rather than later and better manage planning costs. However, it's worth noting that when we select an upstream area for planning, we subject ourselves to unknown conditions downstream. CT will recognize, manage, and share those unknowns with the District as projects are planned and designed. If the District wants to minimize costs by selecting smaller planning areas, this is a possibility. This approach will create additional boundary condition unknowns, but can be managed if desired.



ITEMS TO BE PROVIDED BY THE DISTRICT

- 1) Access and rights to make copies of any drawings available through the Township
- 2) Access to township facilities including fire stations, detention sites, and the township administration building as needed to collect information.
- 3) Coordination with CT's field team on any ROW and property access issues, including assistance from police and/or firemen such that a safe environment can be maintained during field investigation for both safety and access purposes.
- 4) Honest and detailed tacit knowledge of the problem areas to help facilitate stormwater planning.
- 5) Access to any flood complaint related data, or relevant zoning department information or GIS files that the Township may possess.
- 6) CCTV Costs will be passed through to the District. However, 30 hours of fee is included for CT to coordinate with the Contractor.
- 7) Access to County Data and other local datasets that are not available for free or readily by the public.

SCHEDULE

Field Reconnaissance will continue as needed through the spring and summer of 2020, however, CT proposes to provide a draft working map of the system 6 months from authorization to proceed. This would provide the District with enough foresight to select flow meter installation locations during the spring (wet months). CT envisions also beginning phases 2 & 3 in the spring of 2020.

MINUTES OF MEETING HELD JUNE 10, 2020

At a special meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 via conference call 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.

There was no Old Business.

RESOLUTION 20-06-10-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held May 19, 2020.
Seconded by Mr. Loree.

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

RESOLUTION 20-06-10-02: Motion was made by Mr. Rogers to approve and pay all bills and payroll due.
Seconded by Mr. Dockry.

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

RESOLUTION 20-06-10-03: Motion was made by Mr. Rogers to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.
Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD JUNE 10, 2020

RESOLUTION 20-06-10-04: Motion was made by Mr. Rogers to approve the resolution and exhibit attached for account credits, refunds and E.R.U. Adjustments as identified for Canfield by the District Engineer, CT Consultants, from Appropriation Line 5101-539-600-0002.

Seconded by Mr. Loree.

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

RESOLUTION 20-06-10-05: Motion was made by Mr. Rogers to authorize the matching funds of \$4,000.00 from Appropriation Line 5101-539-349-0001 to Boardman Township for a grant program under the Ohio Historical Records Advisory Board through the National Historical Publications and Records Commission. This grant will provide funding necessary to digitally scan plans that will be made available to the ABC District which contain Storm Water System records that will assist in inspections/credit/general review.

Seconded by Mr. Loree.

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

RESOLUTION 20-06-10-06: Motion was made by Mr. Rogers to rescind Resolution 19-06-12-09 authorizing CT Consultants for Flow Monitoring Services for 3 meters for three months and Resolution 19-06-12-10 authorizing the purchase of 3 Hach Sigma AV Flow Meters. These motions were passed on June 12, 2019 and were delayed. These amounts will be unencumbered in the 2020 appropriations.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD JUNE 10, 2020

RESOLUTION 20-06-10-07: Motion was made by Mr. Rogers to approve, based on the recommendation of CT Consultants, the purchase of flow monitors in accordance with the attached bid prices from Hach under contact sections A-1 for Submerged AV at \$58,050.89 and B-1 at a cost of \$23,877.99 from Appropriation Line 5101-539-540-0001.

Seconded by Mr. Loree.

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

RESOLUTION 20-06-10-08: Motion was made by Mr. Rogers to release and submit options for in-kind service credits to Boardman Park. Upon Boardman Park's approval, in-kind services would be applied based on the options selected.

Seconded by Mr. Loree.

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

There were no additional petitions to review.

Under New Business, Mr. Rogers stated that an MOU has been signed with Storage and More for their electric and computer use for a weather station mounted to their building.

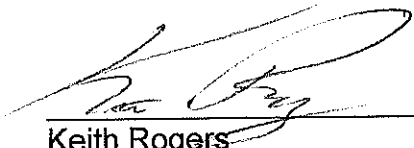
In addition, Mr. Loree stated that he and Mr. Rogers provided testimony last week on HB665 regarding the Canfield Fair Board's testimony that they should not pay a storm water fee. The Canfield Fair property is rated for 563 ERU's, representing the size of 563 households. The water runoff from the Fair property not only affects neighboring properties but also flows into the Indian Run watershed and ends up in Boardman where it contributes to the flooding in Boardman. If the House Committee votes "No" on the amendment, both Mr. Loree and Mr. Rogers will testify at the Senate level.

MINUTES OF MEETING HELD JUNE 10, 2020


RESOLUTION 20-06-10-09: Motion was made by Mr. Rogers to adjourn at 2:24 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

Payment Listing
5/18/2020 to 6/30/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
2-2020	06/05/2020	06/04/2020	EW	Federal Tax Payee	\$1,300.90	O
3-2020	06/06/2020	06/05/2020	EW	State Tax Payee	\$183.21	O
1076	05/18/2020	05/18/2020	AW	DAVEY TREE EXPERT COMPANY	\$14,478.75	O
1077	05/18/2020	05/18/2020	AW	SAFEGUARD TITLE AGENCY	\$250.00	O
1078	05/18/2020	05/18/2020	AW	TELE-SOLUTIONS INC	\$962.60	O
1079	05/18/2020	05/18/2020	AW	MODERN OFFICE PRODUCTS	\$683.76	O
1080	05/18/2020	05/18/2020	AW	KEITH FABER AUDITOR OF STATE	\$762.00	O
1081	05/18/2020	05/18/2020	AW	TransSystems RealEstate Consulting Inc.	\$1,950.00	O
1082	05/20/2020	05/20/2020	AW	JOSEPH BALMENTI	\$1,397.94	O
1083	05/29/2020	05/29/2020	AW	BURGAN REAL ESTATE	\$500.00	O
1084	06/05/2020	06/01/2020	PR	STEPHANIE LANDERS	\$3,380.81	O
1085	06/05/2020	06/01/2020	PR	GEORGE A PLATTON	\$2,696.17	O
1086	06/05/2020	06/05/2020	AW	LYNETTE VEAUTHIER	\$595.00	O
Total Payments:					\$29,141.14	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$29,141.14	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

Boardman Township Park District
375 Boardman-Poland Road
Boardman, OH 44512

October 18, 2019

Re: Boardman Park In-Kind Contributions

Dear Mr. Slagle,

The ABC District appreciates your willingness to partner as evidenced by your letter dated 03/20/2019 titled "Proposal from Boardman Township Park District = In-Kind Services". Your request for providing in-kind contributions has been considered and reviewed. The Park's ability to provide public outreach, education, and involvement is of value to the District.

Below we outline services which Boardman Park may choose to provide which will benefit the District and could be recognized as "in-kind services". Upon completion of these efforts, a reimbursement of fee may be provided.

Services identified:

- 1) Allow for free rental space for public meetings hosted by ABC Stormwater District. Expenses would include the rental fee.
- 2) Prepare a Drakes Run / ABC booth at the annual Oktoberfest. Expenses would include materials and booth rental fees.
- 3) Design a Drakes Run logo and park signage that incorporates the awareness of how residential/commercial development impacts the watercourse. Expenses may include hourly services and material for signage.
- 4) Incorporate stormwater management curriculum into Adventure Camp – Summer Science Program. And/or incorporate stormwater management curriculum into the elementary school classroom visits by the Recreation Director. Expenses would include educational contact points at \$0.10* per student.
- 5) Host an educational stormwater forum where professionals can provide related content. Presenter options include: Park Staff, the District's Engineer, Youngstown State University, Board Members, Environmentalists, Mill Creek MetroParks, County Engineers & other partners of the District. Expenses would include the same \$0.10* per attendee.
- 6) Sponsor/upgrade a playground that incorporates stormwater education through signage and hands-on educational tools. Topics to be incorporated could include: 1) the urban water cycle 2) the ABC Stormwater District's goals are, and 3) how community members can be a part of the solution. Expenses may include material and hourly services (i.e. employee hours or volunteer hours x employee rate \$/hr) and/or material expenses.
- 7) Perform improvements to local drainage infrastructure or watercourses which support the goals of the ABC District such as stream restoration, removing blockages or impediments to flow, providing erosion protection, providing detention, providing green infrastructure, or reducing

runoff. Other projects may be proposed for consideration. All projects will follow the process outlined in this document.

The amount of \$0.10 per contact is calculated as follows:

$$\frac{\$5,000}{40,000 \text{ residents} \times 2 \text{ contacts per year}} = \$0.0625/\text{contact}$$

Rounding to nearest 10 cents = \$0.10 / contact

Prior to completing the service:

Anticipated project costs will be communicated to the District Board before the investment is made by the Park, to assure the anticipated outcome is appropriate and in line with the Districts goals.

Upon completion of the service:

Each service should be documented by the Park with a short letter (1 page or less) and any receipts documenting the expense upon completion. The expenses can be material, rental, contact points, or park maintenance personnel hourly rate, or equipment based. Equipment used will be documented using ODOT's Current Equipment Rates. Each submitted expense will be reviewed by the District Board with the assistance of the District Engineer if necessary.

Fee adjustment or reimbursement for services:

If the total number of community members to be reached, the budget, the frequency of contact, or any other influencing factors change, the reimbursement rate of \$0.10/contact is subject to change. Additionally, reimbursement amounts submitted to the District for in-kind services cannot exceed the annual fee amount. Ultimately, the reimbursement of each receipt is subject to the Board's approval and is at their sole discretion based upon perceived value to the District.

Re-occurring efforts may result in a re-occurring fee adjustment subject to approval by the Board. Otherwise, the District will accept receipts and provide reimbursements for in-kind services on an annual basis. The suggestions provided within this document are only to be viewed as guidelines to identify potential in-kind services. Other proposals may be considered.

If you have any follow up questions or comments, please let us know and we will be happy to assist or offer direction in person or over the phone. We look forward to developing the partnership between the ABC District and Boardman Park.

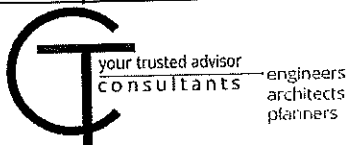
Respectfully,

Jason Loree
ABC Water & Stormwater District Board Member

BID SET

REQUEST FOR PROPOSAL FOR
Supply of Flow Monitoring Equipment
ABC Water & Stormwater District
May 2020

200565



8150 Sterling Ct. | Mentor | OH | 44060 |
440.951.9000 | www.ctconsultants.com

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the ABC Water & Stormwater District Office, 8299 Market St, Boardman, OH 44512 until 2:00 p.m. on June 3, 2020 and will be opened and read immediately thereafter for the

SUPPLY OF FLOW MONITORING EQUIPMENT

OPINION OF PROBABLE CONSTRUCTION COSTS:

CONTRACT A-1 - \$ 63,400.00

CONTRACT A-2 - \$37,690.00

CONTRACT A-3 - \$92,500.00

CONTRACT A-4 - \$56,870.00

CONTRACT B-1 - \$28,950.00

CONTRACT B-2 - \$20,510.00

COMPLETION DATE: 14 DAYS FROM SIGNED CONTRACT

The bid specifications, drawings, plan holders list, addenda, and other bid information (but not the bid forms) may be viewed and/or downloaded for free via the internet at www.bids.ctconsultants.com . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Twenty Five Dollars (\$125.00) mailed.

Documents may be ordered by registering and paying for the documents online at www.bids.ctconsultants.com . Please contact is@ctconsultants.com or call 440-530-2350 if you encounter any problems registering or paying for the documents.

Publish: *The Vindicator*
May 20, 2020
May 27, 2020

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ABC Water and Stormwater District
Request for Proposal for
Supply of Flow Monitoring Equipment
Instructions to Bidders, Scope of Proposal, & Terms

I. PURPOSE

The ABC Water and Stormwater District, hereinafter referred to as "Owner", is seeking proposals from experienced flow monitoring equipment suppliers to provide equipment to collect flow data of storm sewers and culverted streams. The data will be used for the purpose of monitoring stream activity during storms and modeling of the drainage area for stormwater improvements. Proposals for providing this equipment will be received by the Owner until the time and date indicated in the Notice to Bidders. Proposals are to be delivered to:

The ABC Water and Stormwater District Office
8299 Market St
Boardman, Ohio 44512

The equipment supplier will furnish flow meter and data collection equipment. The data is to be collected and transmitted to a data server by a Remote Transmitting Unit (RTU). The equipment shall provide alarming features to notify the wastewater treatment plant when a stream or sewer has reached a certain level. All questions concerning this RFP should be e-mailed and directed to:

CT Consultants, Inc.
20 Federal Plaza West, Ste 303
Youngstown, Ohio 44503

Attn: Mark Delisio
Phone: 330-272-0289
e-mail: CT200565@ctconsultants.com

II. EQUIPMENT

The supplier shall provide a quotation for area-velocity and ultrasonic depth sensing equipment which shall meet the requirements of the attached specification "SECTION 110100 FLOW METER."

III. PROPOSAL SUBMITTAL

Each equipment supplier seeking consideration for supplying flow meter equipment must submit one original of the Proposal signed by an officer authorized to bind the company by the date indicated in Section I - Purpose. Submittals received after that date will not be considered. Each proposal shall be properly addressed with the name of the equipment supplier and the description "Proposal for the ABC Flow Meter Equipment" and sent or delivered to the Owner address listed in Section I - Purpose. Proposals may be mailed

BID FORMS

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Advertisement for Bids/Public Notice to Bidders.

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION AND SCOPE OF THE PROJECT

- A. The project is located in the ABC Water and Stormwater District service area.
- B. Contractor is to supply open channel flow monitoring equipment and deliver to for installation and data collection by:

CT Consultants
8150 Sterling Court
Mentor, Ohio 44060

1.2 PROJECT DESCRIPTION

- A. AREA VELOCITY SENSOR – Contract A-1 – Submerged AV Purchase All – Supplier shall provide unit pricing for the equipment listed which includes the purchase of AV flow monitors and ancillary equipment as noted in the bid form.
- B. AREA VELOCITY SENSOR – Contract A-2 – Submerged AV Purchase / Rental - Supplier shall provide unit pricing for the equipment listed which includes a combination of purchases and rentals of submerged AV flow monitors and ancillary equipment as noted in the bid form.
- C. AREA VELOCITY SENSOR – Contract A-3 – Submerged/Non-Contact AV Purchase All Supplier shall provide unit pricing for the equipment listed which includes a combination of purchased submerged AV and non-contact AV flow monitors and ancillary equipment as noted in the bid form.
- D. AREA VELOCITY SENSOR – Contract A-4 – Submerged/Non-Contact AV Purchase / Rental - Supplier shall provide unit pricing for the equipment listed which includes a combination of purchases and rentals of submerged AV and non-contact AV flow monitors and ancillary equipment as noted in the bid form.
- E. ULTRASONIC (sound waves) SENSOR – Contract B-1 – ULS Purchase All - Supplier shall provide unit pricing for the equipment listed which includes the purchase of ultrasonic sensors and ancillary equipment as noted in the bid form.
- F. ULTRASONIC (sound waves) SENSOR – Contract B-2 – ULS Purchase / Rental - Supplier shall provide unit pricing for the equipment listed which includes a combination of purchases and rentals of ultrasonic sensors and ancillary equipment as noted in the bid form.
- G. The bidder may bid just one of the separate contracts, any combination of contracts, or all six contracts.

SECTION 110100 – FLOW METER

PART 1 - GENERAL

1.1 SUMMARY

- A. General provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. The Contractor shall supply all the equipment and accessories required for eight (8) area-velocity flow meters and five (5) ultrasonic level sensor meters. All thirteen (13) meters must be capable of real-time 4G/LTE data transmission; web based reporting; and data analysis of flow data and alarms.

1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, all equipment must come with a verified calibration certificate stating that all sensors, loggers, and/or modules are functioning to their minimum technical standards.

1.4 SUBMITTALS

- A. Product Data: Provide all equipment specifications and instructions with bids.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 1. Contractor shall use returnable boxes and packing material.
 2. Equipment shall be shipped to the address listed in 011100 SUMMARY OF WORK
- B. Acceptance at Site
 1. All equipment and accessories shall be subject to visual inspection and calibration test for acceptance or rejection within five (5) business days of delivery of all equipment to the Owner. All rejected equipment shall be returned to the manufacturer and replaced within five (5) days of receipt.

1.6 SEQUENCING AND SCHEDULING

- A. If the rental option is selected,
 1. The rental period will start five (5) business days after acceptance of the equipment.
 2. The rental period will end five (5) business days before shipping date for return of the equipment.
 3. The rental period shall be a minimum of three (3) months.

3. Velocity Criteria
 - a. Measurement range between 0.75 to 20 feet per second (fps)
 - b. Accuracy of velocities shall be within $\pm 1.0\%$ of full scale.

E. Ultrasonic Level Meter

1. Sensor shall be a down looking, wall mounting sensor that measures level using ultrasonic sound pulses.
2. Beam angle shall be no greater than 10°
3. Level Criteria
 - a. Range of depths that can be measured shall be 0 feet to a minimum of 12 feet.
 - b. Accuracy shall be no greater than ± 0.10 inches per foot from the calibration point (height above the flow).

F. Software

- a. The manufacturer shall provide compatible software for data retrieval, real time view of logger status, sensor support, and alarms.
- b. Software must be compatible with Windows[®] 10 operating system.
- c. Data shall be able to be exported directly from the program into a .txt or .csv file format.

G. Accessories

1. Manufacturer shall supply the appropriate mounting rings and equipment for all submerged area-velocity sensors so that they can be installed in circular or rectangular channels. Pipe and channel sizes for the proposed locations that will require mounting equipment are below:

Location	Approximate Pipe Size
Erskine	6-ft x 10 ft. box culvert
Meadowbrook	6-ft x 10 ft. box culvert
Melrose	4-ft x 5 ft. box culvert
Grove	48-inch circular pipe
Rush	48-inch circular pipe
Longview	48-inch circular pipe
Glenwood/224	36-inch circular pipe
Locust	48-inch circular pipe

2. Manufacturer shall supply all appropriate equipment for all wall-mounted sensors (ultrasonic level sensor or non-contact sensor) including brackets.
3. A communication cable shall be provided so that each meter can be programmed/configured and data can be downloaded locally via a field computer (laptop). Communication cable shall have a standard USB port connector.
4. One (1) set of batteries will be provided for each rental and purchase meter. A set will include two (2) 6V lantern batteries from Energizer or Rayovac.

H. Cellular Requirements

1. Each meter shall utilize an enclosed/internal modem capable of making outgoing data transfers and sending the recorded data to a specified server using a cellular telephone number.

CONTRACT A-1 – SUBMERGED AV PURCHASE ALL

CONTRACT A-2 – SUBMERGED AV PURCHASE/RENTAL

CONTRACT A-3 – SUBMERGED/NON-CONTACT AV PURCHASE ALL

CONTRACT A-4 – SUBMERGED/NON-CONTACT AV PURCHASE/RENTAL

CONTRACT B-1 – ULS PURCHASE ALL

CONTRACT B-2 – ULS PURCHASE /RENTAL

All unit prices, subtotals, and total for each form must be completed in order to be considered for selection.

- C. Unit pricing for all equipment and accessories shall hold for a two (2) year period after official purchase is made since new sites may be added within that time frame.
- D. All equipment to be purchased by the Owner, which is a tax-exempt entity. “Sales and Use Tax Blanket Exemption Certificate” from the Ohio Department of Taxation shall be included in the final purchase order.

END OF SECTION 110100

Bid Date: June 3, 2020

Bid Opening Report – Apparent Bids

200565 - Supply of Flow Monitoring Equipment – ABC Water & Stormwater District

Opinion of Probable Construction Costs: Contract A-1 - \$63,400.00, Contract A-2 - \$37,690.00, Contract A-3 - \$92,500.00, Contract A-4 - \$56,870.00, Contract B-1 - \$28,950.00, Contract B-2 - \$20,510.00

BIDDER NAME	Bond / Check	Contract A-1 Submerged AV Purchase All	Contract A-2 Submerged AV Purchase / Rental	Contract A-3 Submerged / Non-Contact AV Purchase All	Contract A-4 Submerged / Non-Contact AV Purchase / Rental	Contract B-1 ULS Purchase All	Contract B-2 ULS Purchase / Rental
Hach	X	\$ 58,050.89	\$ 33,652.18	\$ 77,707.36	\$ 47,836.16	\$ 23,877.99	\$ 16,124.19

H:\2020\200565\SPEC\Bid Opening Report.Doc





OHIO HISTORICAL RECORDS ADVISORY BOARD

May 11, 2020

Boardman Township
Department of Planning and Zoning
8299 Market Street
Boardman, OH 44512

Dear Ms. D'Avignon:

Thank you for submitting a proposal to the Ohio Historical Records Advisory Board (OHRAB) in response to its announcement of regrant monies available through a grant from the National Historical Publications and Records Commission (NHPRC). The funding requests totaled more than twice as much money as was available for OHRAB to award.

I am pleased to inform you that your proposal is funded in the amount of \$3,837. Since this is not the full amount requested, please submit a revised budget and a statement on any necessary changes to the project's outcomes due to the reduction in funding.

I have attached a W9 form and an Ohio History Connection New Vendor Form. Please complete these and return them to me with your formal acceptance of the award, signifying that the work will be completed within the grant period. The agreement and forms can be emailed to me at fprevits@ohiohistory.org.

Attached is a list of the dates germane to your completing the project successfully and on time as well as information on publicizing your grant. OHRAB member Virginia Dressler, the Digital Projects Librarian at Kent State University, will serve as your mentor during the project and will be contacting you over the next few weeks.

Congratulations on being selected to receive these grant funds and if you have any questions please don't hesitate to contact me.

Sincerely,

Fred Previts
State Archivist
Ohio History Connection
800 E. 17th Ave.
Columbus, Ohio 43211
(614)297-2536
fprevits@ohiohistory.org



OHIO HISTORICAL RECORDS ADVISORY BOARD

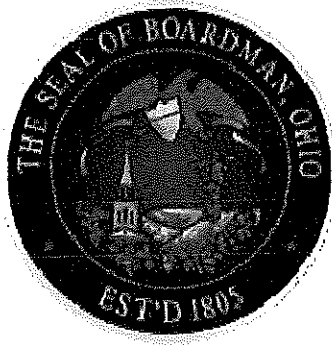
2020 REGRANT PROJECT DATES

- Projects Begin: June 1
- Interim Reports Due: September 30
- Grant Funding Must Be Spent By: December 31, 2020
- Projects Completed: January 31, 2021
- Final Reports Due: February 7, 2021

Publicity and Crediting

Regrant recipients should promote their projects through announcements on their websites and/or social media posts. In addition, press releases on the project should be sent to the local media and other interested parties (such as state and local elected officials, local Members of Congress, teachers and local genealogical and historical organizations).

Any published materials, radio or television announcement created by the awardee in recognition of this award must include the following credit: "Supported in part by an award from the Ohio Historical Records Advisory Board, through funding from the National Historical Publications and Records Commission (NHPRC), National Archives and Records Administration."



PROPOSAL FOR



Document Conversion Services

1/22/2020

Who is GBS?

GBS was founded in 1971 with headquarters in North Canton, Ohio. We specialize in information management systems through three interrelated divisions: Computer Solutions, Document Solutions, and Filing Solutions. Over the past 30 plus years, we have grown to be a hundred-million-dollar organization. We are employee owned and since inception, our ESOP stock valuation has outperformed every major index. We enjoy relationships with companies such as Tenet, Progressive Insurance, Delphi, GM, First Merit, Luxottica, and Time Warner.

How do we differentiate ourselves?

GBS offers a complete set of tools that allow our clients to create, manage, store, retrieve, and deliver information, regardless of the media. We have embraced the internet and other technologies to develop and customize complete solutions for our business partners.

We make our business partners the focus of everything that we do. Our Mission Statement is:

"We are committed to exceeding our customers' expectations by providing innovative and effective solutions through the continual improvement of our business processes, products, and services."
We partner with our customers to create and deliver high-value solutions to improve their processes allowing them to concentrate on what they do best.

Statement of Work

Boardman TWP. Planning & Zoning

1/22/2020

GBS will provide document conversion services for BOARDMAN TWP at our facility based in Youngstown on the following descriptions and specifications. Any deviations from this document will initiate a change order and could result in price variations. Services can be added to this agreement as requested by both parties. Any such additions must be clearly documented and signed by both parties to ensure mutual understanding of services requested and work to be provided.

Project Description

GBS will scan Planning & Zoning documents in each box to digital images, index each file by utilizing the agreed upon index values below, and load the images in PDF format to portable hard drive (File Format).

Estimated Volume:

50 large banker boxes

(Est. 350 Lg Format pages per box) = **17,500 Est. Images**

(Est. 2000 Standard size pages per box) = **100,000 * (2=double-sided) = 200,000 Est. Images**

20 large format drawers * (each 2.5" high) * (200 pages per inch) = 10,000 Est. Images

Estimated Totals:

27,500 Est. Lg Format images * \$0.72 per image = \$19,800

200,000 Est. Standard images * \$0.055 per image = \$11,000

\$30,800

Project Not to exceed \$33,000

Project Assumptions:

- No Color Scanning-All scanning done in Black & White
- File Setup will be:

Subfolder Structure- (Subject to change)

1) Site Plans:
-Plan Name
-Date

2) Permits:
-Year
-Permit#
-Address

BOARDMAN TWP Responsibility:

- To designate one primary contact for communications related to the project.
- BOARDMAN TWP shall have thirty (30) business days from date of receiving the images to inspect and notify GBS Conversion Services of any problems; after that time images shall be deemed accepted.
- BOARDMAN TWP will provide the boxes of files pre-labeled with a unique name for identification and retrieval while off-site.

GBS Conversion Services Responsibilities:

General -

- Provide transportation from BOARDMAN TWP to the Youngstown conversion facility.
- To take all measures necessary to ensure the confidentiality of the information.
- To make best effort to produce the highest quality images possible from the original documents.
- To provide one primary on-site contact for communications related to this project.
- GBS will fulfill requests for files yet to be scanned via expedited scanning.

Preparation of Documents-

- Remove any staples, unfold and make necessary repairs to the documents prior to scanning.
- **Documents will be placed back into the box but not assembled in the file as they were received. If files are to be assembled back exactly the way they were received a De-Prep fee will apply.**

Imaging of Documents-

- Ensure that the scanners are properly cleaned and in good working order before each session.
- Scan each document at a minimum of 200 DPI
- Visually monitor image quality for skewed images, proper contrast, and readability.
- GBS to scan in Black and White. No color scanning
- Rescan as necessary to create the best possible image from each document.
- Documents to be returned to customer upon completion

Quality Control-

- Check first and last document of every file to verify accuracy of all document breaks and quality of images
- Delete blank pages if applicable
- Rescan poorly scanned documents
- Verify image to index.

Output Format-

- Run output process to required image format for export onto portable hard drive

Conversion Project Pricing:

The following backfile conversion pricing is based on:

- o Our experience with imaging applications
- o Experience with Local Government Departments
- o Importation onto portable hard drive
- o Double sided pages count as 2 images
- o Experience with similar projects
- o No Color Scanning
- o Standard pricing is \$.09 and a \$.035 per page discount applied
- o GBS would request a minimum of 5 boxes to be picked up in one trip.

Document Scanning-Includes 2 typed index values

-Includes up to 2 indexes per project

Digitization of documents smaller/equal to 11"x17" **\$0.055 Per/Image**
Digitization of documents larger than 11"x17" **\$0.72 Per/Image**

Document Transportation Pick Up (Per Round Trip)

***From Customer to GBS is considered round trip*

Included

Document Preparation

(Includes pulling staples, folding dog ears, mending tears)

Included

Document or files requests while in GBS possession

***Requests fulfilled M-F 8:00-4:00*

No Charge

ADDITIONAL SERVICES (Optional)

CERTIFIED DESTRUCTION -	\$0.16 per/pound
PORTABLE HARD DRIVE CREATION	\$150.00
BOX STORAGE-Does not apply during the scanning process	\$1.75 per box per month
DE-PREPPING (Placing documents back in file as received)	\$20.00 per hr.

***Total cost is based on the actual number of images GBS scanners pick up during conversion process. Based on what is documented on this statement of work, and the volume GBS has estimated and discussed for this specific project, total costs will not exceed \$33,000. If any documents or new projects not listed in this statement of work are added while project is in progress, then a new quote must be distributed to reflect any change or added material.*

Acceptance

Date

PO# (If Applicable)



June 8, 2020
Mr. Tony Bettile

Storage & More of Canfield, Inc.
8696 Columbiana-Canfield Rd
Canfield, OH 44406

In-Kind Services Memorandum of Understanding

Dear Mr. Bettile,

In reference to your offer to have the ABC Water and Stormwater District utilize your roof space, computer hardware, and internet connection, and in accordance with the District's Adjustment, and Credit Policy Section 2.5 In-Kind Services, the stormwater fee for parcel 26-031-0-003.01-0 will be reduced by \$20.00 for the 2020 billing period, and subsequent billing periods so long as the following criteria are met;

Continue to provide access during normal business hours such that the roof top equipment (Davis Vantage Vue Weatherstation) may be maintained.

Continue to provide access during normal business hours such that ABC's agents may access the software installed and data collected on your computer for the purposes of collecting and transmitting weather data.

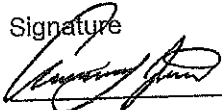
Continue to maintain internet connection to the desktop unit which had weather station software installed.

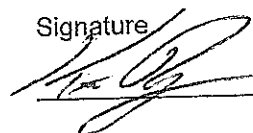
Continue to provide a space for and power to the desktop weather data collection unit.

The parcel owner or the ABC Water and Stormwater District may discontinue this memorandum of understanding at any future date and thereby cancel the in-kind services credit. Either party would be responsible for 30 days notice of intent to cancel, in writing, prior to the effective cancellation date.

Tony Bettile, Parcel Owner
Storage & More Canfield, Inc.

Keith Rogers, Board Member
ABC Water & Stormwater District

Signature  Date 6/10/2020

Signature  Date 6/10/20

cc:
Mark Delisio, P.E. (CT Consultants, Inc)
Keith Rogers, ABC Water & Stormwater District, Board Member
Tony Bettile, Storage & More Canfield, Inc., Owner

RESOLUTION NO. 20-06-10-04

ABC Water and Stormwater District
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Stormwater District, Mahoning County, Ohio met in regular session, pursuant to notice, on the 10th day of June, 2020 at 2:00 a.m. / (p.m.) at the offices of 8299 Market Street, Boardman, Ohio 44512, via conference call with the following members present:

Mr. Michael Dockry, Mr. Keith Rogers, and Mr. Jason Loree.

Mr. Rogers moved the adoption of the following Resolution:

WHEREAS, CT Consultants has identified accounts that needed to be adjusted and are owed a refund by the District; and

WHEREAS, because of said refunds, it is now necessary to appropriate additional sums for such expenses; now, therefore,

BE IT RESOLVED by the Board of Trustees as follows:

1. That, to provide for the current expenses and other expenditures of the Board of Trustees during the fiscal year beginning January 1, 2020 and ending December 31, 2020, the following supplemental sums 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:

➤ Additional n/a dollars (\$_____).

2. That the District Board of Trustees hereby authorizes the account adjustments, including account credits, refunds and ERU adjustments, all as recommended by CT Consultants on its data spreadsheet, as presented, and attached hereto as "Exhibit A." for Canfield only.
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. Loree moved to second the above.

As to the above, vote resulting as follows:

Michael Dockry
Jason Loree
Keith Rogers

AYE
AYE
AYE

Address

125 Boardman Blvd Youngstown OH44512

5400 Market St Youngstown OH 44512

730 Maple Ave Youngstown OH 44512

3478 River Seine St Columbus OH 43221

8299 Market St Youngstown OH 44512

Address

8696 Columbiana Canfield Rd. Canfield OH 44406

5642 Shields Rd Canfield OH 44406

ABC Refunds/Credits to be paid as of 5/20/2020

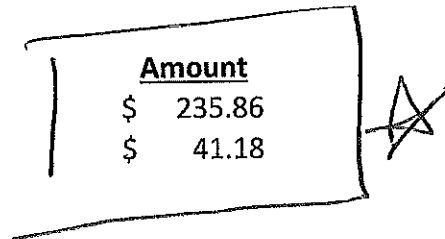
Boardman Refunds

<u>Name/Company</u>	<u>Amount</u>
Peter Abbas	\$ 59.53
Forest Lawn Memorial Park	\$ 642.10
Joe Balmenti	\$ 1,397.94
C & D Interest LLC	\$ 114.53
Boardman Township	\$ 19.09
Boardman Township	\$ 19.09
Boardman Township	\$ 37.97
Boardman Township	\$ 82.55
Boardman Township	\$ 20.05
Boardman Township	\$ 37.44
Boardman Township	\$ 19.09
Boardman Township	\$ 37.44
Boardman Township	\$ 19.09
Boardman Township	\$ 37.44
Boardman Township	\$ 9.55
Boardman Township	\$ 9.55
Boardman Township	\$ 9.55
Boardman Township subtotal	\$ 357.90


Canfield

<u>Name/Company</u>
ABKB Inc
Gentile Sam J JR & Edna C


<u>Amount</u>
\$ 235.86
\$ 41.18




Adopted the 10th day of June, 2020.



Michael Dockry



Jason Loree



Keith Rogers

Attest:


Secretary, Board of Trustees

MINUTES OF MEETING HELD AUGUST 18, 2020

At a special meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 via conference call due to the COVID-19 pandemic 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.

There was no Old Business.

RESOLUTION 20-08-18-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held June 10, 2020.
Seconded by Mr. Loree.

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

RESOLUTION 20-08-18-02: Motion was made by Mr. Rogers to approve and pay all bills and payroll due.
Seconded by Mr. Dockry.

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

RESOLUTION 20-08-18-03: Motion was made by Mr. Rogers to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.
Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD AUGUST 18, 2020

RESOLUTION 20-08-18-04: Motion was made by Mr. Loree to approve the Cranberry Run Flow Monitoring Equipment 2020 Bid Services with CT Consultants not to exceed \$7,000.00, from Appropriation Line 5101-539-349-0001, as attached to these minutes.

Seconded by Mr. Rogers.

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

RESOLUTION 20-08-18-05: Motion was made by Mr. Loree to approve the Cranberry Run 2020 Flow Monitoring Services from CT Consultants not to exceed \$33,300.00, from Appropriation Line 5101-539-349-0001, 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	

RESOLUTION 20-08-18-06: Motion was made by Mr. Loree to approve the Cranberry Run CCTV review, mapping, and oversight services with CT Consultants not to exceed \$19,700.00 from Appropriation Line 5101-539-349-0001, as attached to these minutes.

Seconded by Mr. Rogers.

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

RESOLUTION 20-08-18-07: Motion was made by Mr. Rogers to approve the annual membership fee for The Coalition of Ohio Regional Districts (CORD) for \$250.00 from Appropriation Line 5101-539-391-0001 and 5101-539-391-0002 as there is a 50/50 split between the two line items.

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 AUGUST 18, 2020

RESOLUTION 20-08-18-08: Motion was made by Mr. Loree to approve the payment of invoice #10144 for \$2,021.25 and invoice #10160 for \$962.50 from Insight Pipe Contracting, 232 E. Lancaster Road, Harmony, PA, for a total payment of \$2,983.75 from Appropriation Line 5101-539-349-0001. The work completed is in accordance with the quote received from Insight dated June 25, 2020.

Seconded by Mr. Rogers.

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

RESOLUTION 20-08-18-09: Motion was made by Mr. Loree to approve the payment to Insight Pipe Contracting, LLC, 232 E. Lancaster Road, Harmony, PA, for Pay Application #1 in the amount of \$1,868.24 and Pay Application #2 in the amount of \$68,449.95 for 2020 Cranberry Run CCTV from Appropriation Line 5101-539-349-0001. The work completed is in accordance with the contract executed on June 17, 2020, and the pay estimates have been approved by the District's Engineer.

Seconded by Mr. Dockry.

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

RESOLUTION 20-08-18-10: Motion was made by Mr. Loree to amend the date of the Reimbursement Agreement for Boardman, Resolution 20-04-21-09, from May 31, 2020 to August 31, 2020.

Seconded by Mr. Rogers.

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

MINUTES OF MEETING HELD AUGUST 18, 2020

RESOLUTION 20-08-18-11: Motion was made by Mr. Rogers to reimburse Canfield Township for the work performed on the Caymen Court Culvert Replacement Project in the amount of \$6,507.37 from Appropriation Line 5101-620-430-0002. The supporting documents have been presented to the Board.

Seconded by Mr. Loree.

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

RESOLUTION 20-08-18-12: Motion was made by Mr. Loree to accept the request for financial assistance from Canfield Township for the 2020 Street Sweeping Phase I Project in the amount of \$2,211.76 from Appropriation Line 5101-620-430-0002 to cover the cost of the rental equipment and the disposal costs.

Seconded by Mr. Rogers.

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

There were no additional petitions to review.

Under New Business, Mr. Rogers stated that he would like to discuss the Ohio EPA WPCLF Loan Program. Mr. Loree explained that the ABC Water District is working with CT Consultants to identify various grant funding options. By submitting a grant request to the EPA WPCLF Program, the District will receive significantly reduced interest rates for loans. In addition, this funding will be available in November, but Mr. Loree stated that he can obtain a bridge loan if needed to fund a project short term. After further discussion, the following motion was made:

RESOLUTION 20-08-18-13: Motion was made by Mr. Loree to approve the attached work authorization for the Water Pollution Control Loan Fund (WPCFL) Nomination for 2020 from CT Consultants not to exceed \$9,400.00 from Appropriation Line 5101-539-346-0001 and Appropriation Line 5101-539-346-0002. The cost will be split 50/50 between Boardman and Canfield appropriation lines.

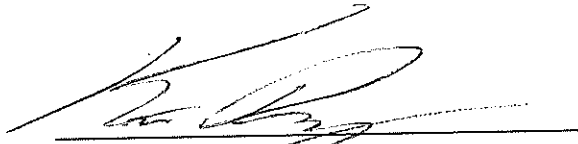
Seconded by Mr. Rogers.

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


MINUTES OF MEETING HELD AUGUST 18, 2020

RESOLUTION 20-08-18-14: Motion was made by Mr. Rogers to adjourn at 2:20 p.m.
Seconded by Mr. Dockry.

<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. 20-08-18-13

A RESOLUTION AUTHORIZING ABC WATER AND STORMWATER DISTRICT TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND (WPCLF) AGREEMENT FOR DESIGN AND CONSTRUCTION OF STORMWATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN:

Whereas, the ABC WATER AND STORMWATER DISTRICT seeks to upgrade its existing stormwater facilities; and

Whereas, the ABC WATER AND STORMWATER DISTRICT intends to apply for Water Pollution Control Loan Funds (WPCLF) for the design and construction of the Pebble Beach Stormwater facilities; and

Whereas, the Ohio Water Pollution Control Loan Fund (WPCLF) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Board of the ABC WATER AND STORMWATER DISTRICT of Austintown Township, Boardman Township, Canfield Township, Mahoning CO, Ohio:

SECTION 1. That ABC WATER AND STORMWATER DISTRICT is hereby authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan Fund (WPCLF) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for design and construction of stormwater facilities on behalf of the ABC WATER AND STORMWATER DISTRICT of Austintown Township, Boardman Township, Canfield Township, Mahoning CO Ohio.

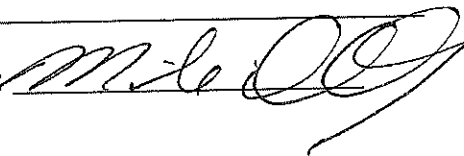
SECTION 2. That the dedicated source of repayment will be ABC WATER AND STORMWATER DISTRICT's Stormwater Fees.

SECTION 3. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

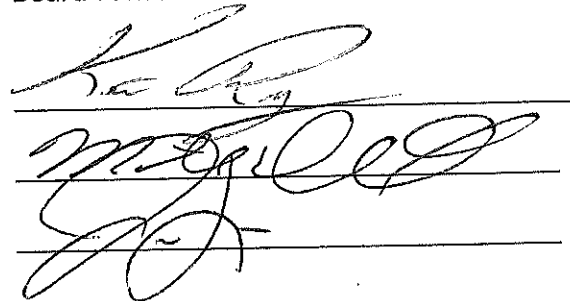
Passed: unanimously after one reading. Vote: Yeas 3 Nays

Approved: _____

Attest:
Clerk



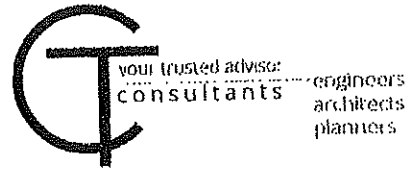
Board Members



Offered by: Mr. Loree

Seconded by: Mr. Rogers

Work Authorization



Name: ABC Water and Storm District Date: 5/7/2020 wa no.:
Attn: Jason Loree, Board Member
Phone: 330-726-4177 E-mail: jlore@boardmantwp.com
Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title:
Cranberry Run Flow Monitoring Equipment 2020
Bid Services

Project Description:
Cranberry Run Flow Monitoring Equipment
2020 Bid Services
Only. See attached Scope.

Project Location:
Boardman Township

Invoicing Instructions:
Lump Sum \$7,000.00.

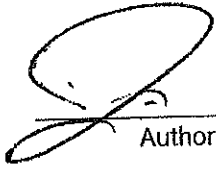
NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water & Storm Water District CT CONSULTANTS, INC.
By  Authorized Signature Mark R Delislo - P.E.
Date Accepted 8-18-2020 Date 8/19/2020
Mark Delislo, P.E.

Please sign and return one copy to our office.

Work Authorization



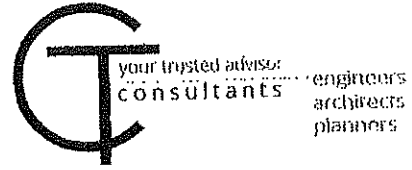
ABC Water & Stormwater District
Work Authorization for Cranberry Run Flow Monitoring Equipment 2020 Bid Services
5/7/2020

Scope:

- 1) Prepare bid book including bid forms & contract forms & using CT Front End Documents
- 2) Prepare technical specs & prices to include text
- 3) Prepare notice to bidders (Legal Notice) and send to newspaper
- 4) Post notice, plans, & specs on CT website
- 5) Update plan holders list daily and post to web
- 6) Notify notable contractors *(also, all 13 Construction News Agencies look at our website daily)*
- 7) Prepare bid opening report
- 8) Post Apparent bids to web
- 9) Review bid forms for responsiveness
- 10) Prepare bid tabulation
- 11) Perform background checks if bidder is unknown to Client or CT
- 12) issue bid results letter to Client
- 13) Execute the contract – merge contract forms (CFs), send to Contractor, send insurance info to contractor's agent, check bond if from a 570 Surety, check Debarred lists, check Findings for Recovery, review CFs from contractor and have him revise as needed, send CFs to Client for signatures
- 14) Compile and bind 2 signed, executed project manuals – one to Client & one to Contractor.

This scope only includes Bid Phase Services, and does not include any meter installs, site maintenance, battery costs, site configuration, project coordination, oversight, QAQC or analysis of data. A separate work authorization will cover the project engineering services.

Work Authorization



Name: ABC Water and Storm District Date: 6/9/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title:
Cranberry Run 2020 Flow Monitoring Services

Project Description:
CT will install, maintain, and review/manage all data for the thirteen (13) ABC owned flow meters and five (5) HyFi level sensors for a 3-month period.

Project Location:
Boardman Township

Invoicing Instructions:
CT Hourly not to exceed \$33,300.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

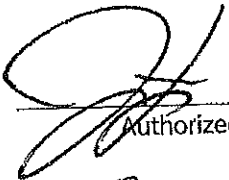
TERMS:

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water + Storm Water District CT CONSULTANTS, INC.

By  Mark R Delisio - P.E.
Authorized Signature Mark Delisio, P.E.

Date Accepted 8-18-2020 Date 8/19/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization for Cranberry Run Flow Monitoring Services 6/9/2020

Scope:

CT will perform all field and data management related work for the eight (8) AV meters and five (5) ULS meters purchased by the District from Hach as well as the five (5) ULS meters provided by HyFi. All work outlined here is for three (3) months of metering. Work included in this contract is summarized below:

Project Meetings

An initial project meeting will be conducted to determine strategy for deployment of meters and confirming locations for each meter.

Installation of Equipment

CT will program, calibrate, and install all monitoring equipment at the predetermined locations. Each installation will have a site report that will include all site and equipment details as well as photos of the site and installed equipment.

Maintenance of Equipment

CT will plan to visit each site one (1) time each month to perform maintenance and check calibration. Visits will include level calibration, battery, and desiccant checks as well as cleaning of the sensor. Batteries and desiccant will be changed during these visits if necessary.

If an irregularity appears in the data or a meter stops calling into CT's server before a planned maintenance visit, an emergency maintenance visit will be made to investigate and correct the issue.

At the end of the 3-month monitoring period, all equipment at temporary locations will be removed, cleaned, and returned to District.

Data Management

Data will be uploaded wirelessly to CT's server and hosted by CT's DCS program. QAQC of raw data will be performed monthly by an engineer of all level, velocity, and flow data. Raw data will be corrected when appropriate based on level calibrations or field observations.

All raw, filtered, and validated data and installation reports will be available to view or download via DCS Web Access. A login name and password will be provided once meters are installed.

HyFi Sensor Setup & Coordination

Work Authorization



Hyfi has agreed to lend ABC meters in return for feedback to be provided by CT Consultants related to installation, data transmittance, maintenance correspondence, and data quality. CT's fee includes unit costs for installing, maintaining, and QAQC of data for the ULS meters being supplied by HyFi. These costs are the same as the ULS meters being purchased by the District. However, there are additional efforts associated with these meters since they are a new prototype being supplied to the District on a test trial basis. These additional efforts will primarily include on-going coordination with HyFi reps and the setup of API web service access.

Fee:

Should unforeseen circumstances such as Contractor delays, Contractor inexperience, or the magnitude/multitude of problems encountered being more than anticipated as documented above, CT will request additional authorization.

Services associated with HACH flow sensors (13 total) = \$21,300
Services associated with HyFi flow sensors (5 total) = \$12,000

The project will be billed hourly not-to-exceed the amount of \$33,300. If desired by the District an additional work authorization can be provided to extend services on a monthly basis.

Work Authorization



Name: ABC Water and Storm District Date: 5/29/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177

E-mail: jloree@boardmantwp.com

Fax: 330-726-4175

Web address: <http://www.abewaterdistrict.com/>

Project Title:
Cranberry Run CCTV Review, Mapping, and Oversight

Project Description:
CT oversight of contractor CCTV activity, detailed review and mapping of inspection results. See attached Scope.

Project Location:
Boardman Township

Invoicing Instructions:
CT Hourly not to exceed \$19,700.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water + Storm Water District CT CONSULTANTS, INC.

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

Date Accepted 8-18-2020 Date 8/19/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization for CCTV Bid Services
5/29/2020

Scope:

As a part of the Cranberry Run Stormwater Master Plan, CT will oversee all CCTV Contractor activity, as well as review and document the data collected by the Contractor. Work included in this contract is summarized below:

Project Meetings

Initial project meetings with the Contractor will include a kick-off meeting, as well as a training meeting to establish the necessary knowledge of ArgGIS Online (AGOL), crucial to proper mapping of Cranberry Run's critical infrastructure. Additionally, CT will perform any necessary coordination with property owners and stakeholders impacted by the timing or location of CCTV inspections.

Contractor Observation

CT will provide oversight of the CCTV Contractor, including initial full-oversight to ensure proper protocols are being followed, and periodic in-person spot checks to keep the inspections on track. CT will also ensure that all data being entered into the established District Stormwater Infrastructure (DSI) on AGOL is quality data, and consistent with the existing schema.

CT would complete two (2) initial full days of oversight to get the Contractor started, with approximately one (1) brief spot-check per week following. We anticipate this work to consist of approximately thirty-two (32) hours of observation work per month, over a two-month planned inspection period.

Video and Report Review and Recommendations

CT will review each CCTV video and report for consistency, correctness, and any obvious infrastructure condition issues documented during inspection. Upon the completion of all inspections, CT will summarize their findings, and provide recommended next steps to the District.

We expect this data review and compilation of recommendations to consist of approximately sixteen (16) hours of work per mile of inspection completed, over the 5.5 miles of planned CCTV inspection.

Fee:

Should unforeseen circumstances such as Contractor delays, Contractor inexperience, or the magnitude/multitude of problems encountered being more than anticipated as documented above, CT will request additional authorization. The project will be billed hourly not-to-exceed the amount of \$19,700.

Work Authorization



Name: ABC Water and Storm District Date: 8-11-2020 wa no.:
Attn: Jason Loree, Board Member
Phone: 330-726-4177 E-mail: jloree@boardmantwp.com
Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title:
WPCLF Nominations 2020 & Funding Application

Project Description:
Prepare (4) Nominations & Prepare (1) Financial Application.

Project Location:
Boardman & Canfield Townships

Invoicing Instructions:
Hourly services not-to-exceed \$9,300.
Invoice amounts will be split 50/50 between Boardman and Canfield Townships through ABC District.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.


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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 ABC Water + Storm Water District CONSULTANTS, INC.

By  Mark R Delisio - P.E.
Authorized Signature Mark Delisio, P.E.

Date Accepted 8-18-2020 Date 8/19/2020

Work Authorization



Please sign and return one copy to our office.

ABC Water & Stormwater District
WPCLF Nominations 2020
8-11-2020

SCOPE: Task 1 Nominations

the following is an overview of the steps required to nominate a project to Ohio EPA, Division of Environmental and Financial Assistance (DEFA), Water Pollution Control Loan Fund program (WPCLF).

- Complete organization profile
- Submit project planning Information; preliminary engineering report, basis of design, facilities plan
- Provide a copy of the legislation authorizing current rates & identify source of pledged revenues
- Provide documentation on district formation
- Provide a USGS topographic map of project area
- Provide project loan award date, milestones and estimate on amount needed
- Coordinate engineering agreements for OEPA review & approval
- Review projects for programmatic discounts, environmental risks
- Secure signatures

We will prepare and submit four nomination requests; 1 planning loan, 1 design loan, and 2 construction loans on behalf of the ABC District. The projects will tentatively include Indian Run Phase 1 Master Planning, Pebble Beach Drainage Improvements (Design), Pebble Beach Drainage Improvements (Construction), and Robinhood Way, Red Grouse Court, Loch Heath Lane Culverts Improvements (Construction).

FEE:

For planning purposes the time associated with completing the four nominations is estimated at \$2,000. The fee is subject to adjustment due to client requested changes and will not be exceeded without further authorization. Any change from the proposed tasks will require a change in the authorized fee, whether such change increases or decreases the total proposed fee.

SCHEDULE:

Draft of Nominations (4) will be submitted to district for review 8/17
Review for Modifications / Update information 8/19
Final Nominations completed 8/24
Signatures completed 8/26
Upload Nominations to DEFA 8/28
SCOPE: Task 2 Loan Application

Work Authorization



CT staff will review existing information available on the district and prepare a letter of the required information needed for the completion of the loan application. CT will proceed with:

- Arranging a conference call with OEPA Planning, Engineering staff to establish construction & environmental issues / parameters
- Prepare draft legislation authorizing the WPCLF loan application and agreement, coordinate with board on passage of same
- Coordination with DEFA on identification of public involvement opportunities and notice of public meetings - preparation for and participation in public meeting - *Where applicable*
- Confirmation of project schedule
- Prepare financial projection schedule
- Prepare legislation for dedication of revenue, coordinate with board on passage of same
- Complete user charge system information
- Prepare amortization schedule
- Prepare draft legal procedural letter
- Prepare draft general certificate

Assemble, coordinate signing by approved board member and transmit executed documents to EPA

- Following receipt of bids, revise projection schedule and loan application, distribute to OEPA for preparation of Exhibit 1 attachment to the construction loan agreement.
- Coordinate signatures and submit documents.
- Follow up on approval of loan

FEE:

For planning purposes the time associated with completing one loan application is estimated at \$7,300. It is assumed that the District will complete the remaining 3 applications. If additional services or help is desired to complete additional loan applications for the subsequent 3 projects, CT can be available for hourly services under an additional work authorization.

The fee is subject to adjustment due to client requested changes and will not be exceeded without further authorization. Any change from the proposed tasks will require a change in the authorized fee, whether such change increases or decreases the total proposed fee.

SCHEDULE:

Completion of the first ten bulleted items is preferred 100 days prior to loan award
Remaining items 45 days prior to loan award

MINUTES OF MEETING HELD SEPTEMBER 15, 2020

At a special meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 via conference call due to the COVID-19 pandemic 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.

There was no Old Business.

RESOLUTION 20-09-15-01: Motion was made by Mr. Loree to approve the Minutes of the Regular Meeting held August 18, 2020.
Seconded by Mr. Dockry.

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

RESOLUTION 20-09-15-02: Motion was made by Mr. Loree to approve and pay all bills and payroll due.
Seconded by Mr. Dockry.

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

RESOLUTION 20-09-15-03: Motion was made by Mr. Loree to approve appropriations, transfers, and supplementals as shown on the resolution of the 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 SEPTEMBER 15, 2020

RESOLUTION 20-09-15-04: Motion was made by Mr. Loree to approve the request for financial assistance from Canfield Township for the Summit Road Ditch Project in the amount of \$4,976.00. All backup documentation has been collected and is ready to be submitted. The reimbursement amount will come from line item # 5101-620-430-0002 Repair and Maintenance.

Seconded by Mr. Dockry.

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

RESOLUTION 20-09-15-05: Motion was made by Mr. Loree to approve the Agreement between the Department of the Army and the ABC Water and Storm Water District for the Development of a Comprehensive Plan related to the Cranberry Run flooding issues, 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	

RESOLUTION 20-09-15-06: Motion was made by Mr. Loree to approve Envirosapes of Louisville, Ohio to provide all equipment and personnel to perform the site cleanup, vegetation removal and swale installation in the Indian Run Detention Area at a cost not to exceed \$11,155.00 from line item expense #5101-620-430-0002.

Seconded by Mr. Dockry.

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

RESOLUTION 20-09-15-07: Motion was made by Mr. Loree to approve the Petition to Appeal from the Boardman Township Land Reutilization Program for the parcel located at 4456 Hopkins Road, Boardman, Ohio, Parcel Number 29-083-0-031.00-0, as this parcel is vacant and has no impervious surface.

Seconded by Mr. Dockry.

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

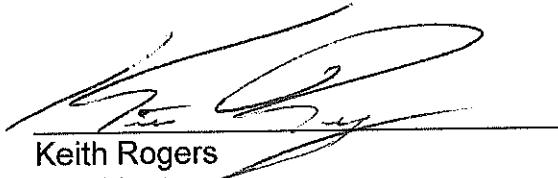
MINUTES OF MEETING HELD SEPTEMBER 15, 2020

There was no New Business.

RESOLUTION 20-09-15-08: Motion was made by Mr. Loree to adjourn at 2:19 p.m.

Seconded by Mr. Dockry.

<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. 20-09-15-05

ABC Water and Storm Water District
Mahoning County, Ohio

The Board of Trustees of the ABC Water and Storm Water District (the "District"), Mahoning County, Ohio met in regular session, pursuant to notice, on the 15th day of September 2020 at 2:00 ~~am~~ (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, and Mr. Keith Rogers.

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. The District Board of Trustees hereby approves the Agreement between the Department of the Army and the District for the Development of a Comprehensive Plan related to the Cranberry Run flooding issues, authorizes Jason Loree to execute all necessary and related documents, and further ratifies Jason Loree's signature on the Comprehensive Plan.
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.

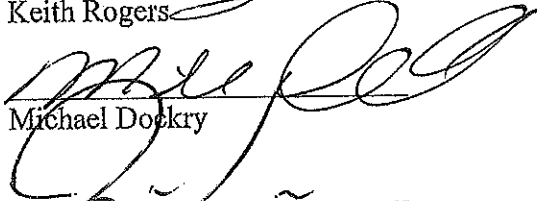
Mr. Michael Dockry moved to second the above.

As to the above, vote resulting as follows:

Keith Rogers	<u>AYE</u>
Michael Dockry	<u>AYE</u>
Jason Loree	<u>AYE</u>


Adopted the 15th day of September, 2020.


Keith Rogers


Michael Dockry


Jason Loree

Attest:


Secretary, Board of Trustees

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
ABC WATER AND STORMWATER DISTRICT
FOR DEVELOPMENT OF A COMPREHENSIVE PLAN

THIS AGREEMENT is entered into this 15th day of September, 2020 by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Pittsburgh District (hereinafter the "District Commander") and the ABC Water and Stormwater District (hereinafter the "Non-Federal Sponsor"), represented by the Board Member, ABC Water and Stormwater District.

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act of 1974, as amended (42 U.S.C. 1962d-16) authorizes the Secretary of the Army, acting through the Chief of Engineers, to provide assistance in the preparation of a comprehensive water resources plan (hereinafter the "Plan") to a State, group of States, or non-Federal interest working with a State, and to establish and collect fees for the purpose of recovering 50 percent of the costs of such assistance except that Secretary may accept and expend non-Federal funds provided that are in excess of such fee; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall develop the Plan, in coordination with the Non-Federal Sponsor, in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks, including the Non-Federal Sponsor's in-kind services. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all the requirements of applicable Federal laws and implementing regulations.

2. The Non-Federal Sponsor shall provide 50 percent of the costs for developing the Plan in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of developing the Plan are projected to be \$370,000, with the Government's share of such costs projected to be \$185,000 and the Non-Federal Sponsor's share of such costs projected to be \$185,000, which includes creditable in-kind services projected to be \$185,000 and the amount of funds required to meet its cost share projected to be \$0.

a. After considering the estimated amount of credit for in-kind services that will be afforded in accordance with paragraph 4, if any, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor for the initial fiscal year of development of the Plan, with a fiscal year beginning on

October 1st and ending on September 30th of the following year. No later than 15 calendar days after such notification, the Non-Federal Sponsor shall provide the full amount of such funds to the Government by delivering a check payable to "FAO, USAED, PITTSBURGH (H4)" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. No later than August 1st prior to each subsequent fiscal year during development of the Plan, the Government shall provide the Non-Federal Sponsor with a written estimate of the amount of funds required from the Non-Federal Sponsor during that fiscal year. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government using one of the payment mechanisms specified in paragraph 2.a. above.

c. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's costs of developing the Plan, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional funds.

d. Upon completion of the Plan and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds. Should the final accounting determine that the Non-Federal Sponsor has provided funds in excess of its required amount, the Government shall refund the excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. In addition to its required cost share, the Non-Federal Sponsor may determine that it is in its best interests to provide additional funds for development of the Plan. Additional funds provided under this paragraph and obligated by the Government are not included in calculating the Non-Federal Sponsor's required cost share and are not eligible for credit or repayment.

4. The in-kind services include those activities (including services, materials, supplies, or other in-kind services) that are required for development of the Plan and would otherwise have been undertaken by the Government and that are specified in the Scope of Work and performed or provided by the Non-Federal Sponsor after the effective date of this Agreement and in accordance with the Scope of Work. The Government shall credit towards the Non-Federal Sponsor's share of costs, the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in providing or performing in-kind services, including associated supervision and administration. Such costs shall be subject to audit in accordance with paragraph 8 to determine reasonableness, allocability, and allowability, and crediting shall be in accordance with the following procedures, requirements, and limitations:

a. As in-kind services are completed and no later than 60 calendar day after such completion, the Non-Federal Sponsor shall provide the Government appropriate documentation, including invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Failure to provide such documentation in a timely manner may result in denial of credit. The amount of credit afforded for in-kind services shall not exceed the Non-Federal Sponsor's share of costs.

b. No credit shall be afforded for interest charges, or any adjustment to reflect changes in price levels between the time the in-kind services are completed and credit is afforded; for the value of in-kind services obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such item if it had been performed by the Government.

5. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the Plan. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

6. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to suspend or terminate further development of the Plan. Any suspension or termination shall not relieve the parties of liability for any obligation incurred.

7. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

8. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

a. The Government may conduct, or arrange for the conduct of, audits of the Plan. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits for the Plan shall not be included in the shared costs of the Plan, but shall be included in calculating the overall Federal cost of the Plan.

b. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this

Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

9. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

10. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by certified mail, with return receipt, as shown below. A party may change the recipient or address for such communications by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Sponsor:
Board Member
ABC Water and Stormwater District
8299 Market Street
Boardman OH 44512

If to the Government:
Chief, Plan Formulation and Economics Section
Wm. S. Moorhead Federal Building
1000 Liberty Avenue, 22nd Floor
Pittsburgh, PA 15222-4186

11. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

12. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

ABC WATER AND STORMWATER DISTRICT

BY: _____
ANDREW J. SHORT
Colonel,
U.S. Army

BY:  _____
JASON LORÉE
Board Member

District Commander

DATE: _____

DATE: 9-15-2020

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

DATE: 9/9/20

COMPLAINANT: Boardman Township Land Reutilization Program

COMPLAINANT'S ADDRESS: 8299 Market Street, Boardman, Ohio 44512

BILLING ACCOUNT NAME:

BILLING ACCOUNT NUMBER:

COUNTY PARCEL NUMBER: 29-083-0-031.00-0

PARCEL ADDRESS: 4456 Hopkins Road, Boardman, Ohio 44512

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):

VACANT LAND. HOUSE WAS DEMOLISHED IN 2018. REMOVE ALL

(DISTRICT USE ONLY) APPLICATION REVIEWED BY:

FEES.

DATE: 9-15-2020

The Appeal has been reviewed by the District Board of Trustees on September 15 2020. On this date, The District

approved denied the requested appeal. Comments or conditions:

Fee Reduction (%): ALL FEES REMOVED.

MINUTES OF MEETING HELD DECEMBER 9, 2020

At a special meeting of the Board of Trustees of the ABC Water & Storm Water District, Mahoning County, Ohio, held at Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512 via conference call due to the COVID-19 pandemic 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.

There was no Old Business.

RESOLUTION 20-12-09-01: Motion was made by Mr. Rogers to approve the Minutes of the Regular Meeting held September 15, 2020.

Seconded by Mr. Loree.

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

RESOLUTION 20-12-09-02: Motion was made by Mr. Rogers to approve and pay all bills and payroll 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 20-12-09-03: Motion was made by Mr. Rogers to approve appropriations, transfers, and supplementals as shown on the resolution of the minutes.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD DECEMBER 9, 2020

RESOLUTION 20-12-09-04: Motion was made by Mr. Loree to accept the request for financial assistance from Canfield Township for the Catawba Drive Culvert and Catch Basin Replacement at a cost of \$6,655.50. The payment for this project will come from line item expense #5101-640-640-0002.

Seconded by Mr. Dockry.

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

RESOLUTION 20-12-09-05: Motion was made by Mr. Loree to accept the request for financial assistance from Canfield Township for the Township Street Sweeping Phase II Project at a cost not to exceed \$8,618.12. The payment for this project will come from line item expense # 5101-640-640-0002.

Seconded by Mr. Dockry.

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

RESOLUTION 20-12-09-06: Motion was made by Mr. Rogers to authorize the easement and work agreement for professional services and administrative assistance for the 2020 Culvert Replacement Easements not to exceed \$16,500.00 from line item expense# 5101-620-430-0001 from CT Consultants, 20 Federal Plaza West, Suite 303, Youngstown, Ohio.

Seconded by Mr. Loree.

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

MINUTES OF MEETING HELD DECEMBER 9, 2020

RESOLUTION 20-12-09-07: Motion was made by Mr. Rogers to authorize the construction of the Storm Sewer Outfall Placement at 6104 Glenridge Road with the lowest and best bidder, S.E.T., Inc., of Lowellville, Ohio, for a cost of \$35,514.64 from line item expense #5101-640-500-0001.

Seconded by Mr. Dockry.

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

RESOLUTION 20-12-09-08: Motion was made by Mr. Rogers to authorize the Design and Bid Services for the Turnberry CIPP Lining Project not to exceed \$13,600.00 from CT Consultants, 20 Federal Plaza West, Suite 303, Youngstown, Ohio. from line item expense #5101-539-346-0001.

Seconded by Mr. Dockry.

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

RESOLUTION 20-12-09-09: Motion was made by Mr. Rogers to approve the attached Work Authorization Request for General Services with CT Consultants for on-going administrative and engineering services for Boardman as requested by the District Board, including meetings and Adjustment/Credit application processing, not to exceed \$20,000.00 from line item expense #5101-539-346-0001.

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 DECEMBER 9, 2020

RESOLUTION 20-12-09-10: Motion was made by Mr. Rogers to adopt the attached Resolution to authorize the ABC Water & Storm Water District to apply for, accept, and enter into a Water Pollution Control Loan Fund agreement for a planning loan for Storm Water facilities.

Seconded by Mr. Loree.

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

RESOLUTION 20-12-09-11: Motion was made by Mr. Rogers 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 2021.

Seconded by Mr. Loree.

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

RESOLUTION 20-12-09-12: Motion was made by Mr. Rogers to appropriate funds in the amount of \$ 1,017,747.24 for all regular and necessary expenditures pending the filing of the statutory appropriate resolution in March, as attached to these minutes.

Seconded by Mr. Loree.

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

There were no Petitions to review.

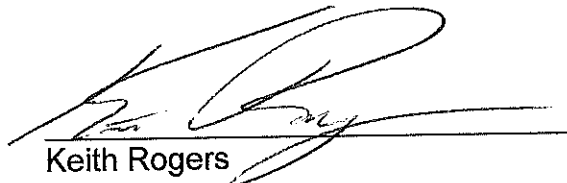
There was no New Business.

MINUTES OF MEETING HELD DECEMBER 9, 2020


RESOLUTION 20-12-09-13: Motion was made by Mr. Dockry to adjourn at 2:24 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

TRUSTEES

Joe Paloski
Brian Governor
Marie Izzo Cartwright

FISCAL OFFICER

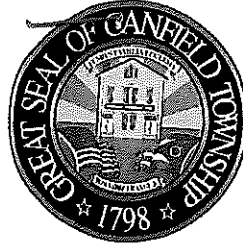
Denise M. Joseph

**TOWNSHIP ADMINISTRATOR
SUPERINTENDENT**

Keith Rogers

ZONING INSPECTOR

Traci DeCapua



OFFICE

21 S. Broad Street
Canfield, Ohio 44406
Phone: 330-533-4239
Fax: 330-533-1085

MEETINGS

The 2nd and 4th Tuesday
of each month at 7PM

CANFIELD TOWNSHIP

Mahoning County, Ohio
www.canfieldtownship.org

September 8, 2020

ABC Water & Stormwater District
8299 Market St.
Boardman, OH 44512

To whom it may concern:

Canfield Township Board of Trustees is requesting financial assistance to cover costs associated with the cleaning of the Summit Road Ditch Project not to exceed \$4,976.

Thank you for this consideration,

Brian Governor
Canfield Trustee, *Chairman*

RESOLUTION NO. 20-12-09 -10

**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 special session via video conference call due to the COVID-19 pandemic, pursuant to notice, on the 9th day of December 2020, at 2:00 p.m. at the Boardman Township Government Center, 8299 Market Street, Boardman, Ohio 44512, with the following members present: Keith Rogers, Michael Dockry and Jason Loree.

Mr. Rogers moved to adopt the following Resolution authorizing the ABC Water & Stormwater District to apply for, accept, and enter into a Water Pollution Control Loan Fund agreement on behalf of the ABC Water & Stormwater District for a planning loan for Stormwater facilities; and designating a repayment source for the loan:

WHEREAS, the ABC Water & Stormwater District of Austintown, Boardman and Canfield Townships seek to upgrade its existing stormwater facilities; and

WHEREAS, the ABC Water & Stormwater District Austintown, Boardman and Canfield Townships intends to apply for a Water Pollution Control Loan Fund for the planning of the Indian Run Stormwater facilities; and

WHEREAS, the Ohio Water Pollution Control Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source; now therefore,

BE IT RESOLVED by the Board of the ABC Water & Stormwater District of Austintown, Boardman and Canfield Townships, Ohio:

Section 1. That ABC Water & Stormwater District members be and is authorized to apply for a WPCLF loan, sign all documents for and enter into a Water Pollution Control Loan with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning of stormwater facilities on behalf of the ABC Water & Stormwater District of Austintown, Boardman and Canfield Townships, Mahoning Co., Ohio.

Section 2. That the dedicated source of repayment will be stormwater fees.

Section 3. That this resolution shall take effect and be in force from and after the earliest period by law.


RESOLUTION NO. 20-12-09-10
ABC Water and Storm Water District
Mahoning County, Ohio
December 9, 2020
Page 2 of 2

Mr. Loree moved to second the above.


As to the above, vote resulting as follows:

Michael Dockry	<u>AYE</u>
Jason Loree	<u>AYE</u>
Keith Rogers	<u>AYE</u>

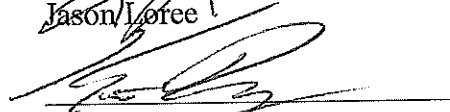
Adopted the 9th day of December, 2020.



Michael Dockry



Jason Loree



Keith Rogers

Attest:



Secretary, Board of Trustees

Work Authorization



Name: ABC Water and Storm District Date: 10/22/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title:
2020 Culvert Replacement Easements

Project Description:
Easement and work agreement
professional services and administrative
assistance.
See attached Scope.

Project Location:
Boardman Township

Invoicing Instructions:
Hourly Not To Exceed \$16,500.


NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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	<u>Jason Loree</u>	<u>CT CONSULTANTS, INC.</u>
By	<u></u> Authorized Signature	<u>Mark Delisio, P.E.</u> Mark Delisio, P.E.
Date Accepted	<u>12-9-2020</u>	Date <u>10/22/2020</u>

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Work Authorization for 2020 Culvert Replacement Easements
10/22/2020

Scope:

The ABC District has not obtained easements before. The District requested that CT provide professional and administrative services related to the acquisition and recording of easements. The following tasks were requested;

Part 1 Easement layout (\$2,800)

Sturm (21 hours) Delisio (2 hour)

Develop centerline and/or boundary (9) draft easement layouts on construction drawings based upon proposed design.

Part 2 Finalize easements (\$8,000)

Review easement exhibits with the District's Legal Counsel.

Convert the easement exhibit types from centerline and boundary easements to individual full description metes and bounds style easements based upon comments received from District's Legal Counsel.

Develop written description of metes and bounds, and prepare the legal description including parcel data research.

Part 3 Additional project administration time pertaining to easements and work agreements (\$5,700)

Delisio (2 hours)

Review recommended process for obtaining easements w/ Legal counsel, including easements for current project and future system wide easement acquisition related to open streams.

Delisio (1 hour)

Coordinate with legal counsel to develop a standard work agreement document. This is a new/original process and document for the District.

Delisio (2 hours)

Prepare (3) work agreement documents for various homeowners in the project area, pertaining to work beyond the easement boundaries.

Work Authorization



Delisio (4 hours)

Research phone numbers, contact affected residents by phone to explain project.

Delisio (8 hours)

Coordinate meetings and meet on site with each affected resident to provide a preliminary overview of the project, review the drawings, and review the proposed easement exhibit.

Delisio (2 hours)

Confirm intent to sign easements with each homeowner prior to proceeding with legal description and finalization of easement exhibits.

Delisio (10 hours)

Coordinate meetings and meet on site with each affected resident to obtain easement signatures and work agreement signatures.

Delisio (0.5 hour)

Research process for recording easements in Mahoning County on behalf of the ABC District.

Delisio (1 hour)

Visit County Recorder to officially submit easements. Visit County Recorder to retrieve easements and scan final copies.

Fee:

The fee for easements, work agreements, and administrative assistance will be billed hourly not to exceed \$16,500.

Work Authorization



Name: ABC Water and Storm District Date: 11/24/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title: Turnberry CIPP Lining Design & Bid Services Project Description: Design & Bid Services for CIPP Lining Project

Project Location: 1460 Turnberry Drive, Boardman, OH 44512 Invoicing Instructions: Hourly services not-to-exceed \$13,600.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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 CT CONSULTANTS, INC.

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

Date Accepted 12/9/2020 Date 11/24/2020

Please sign and return one copy to our office.

Work Authorization



ABC Water & Stormwater District
Turnberry CIPP Lining Design & Bid Services
11/24/2020

Project Understanding:

The ABC District wishes to complete CIPP Lining of approximately 144 LF of 42" corrugated metal pipe. Two sections of pipe will be lined from inlet to the 42" CMP culverted stream storm sewer system at the northeast corner of parcel 32-089-0-172.01-0 at 5903 Tippecanoe Road and headed east between parcel 32-089-0-077.00-0 at 1458 Turnberry Drive and 32-089-0-076.00-0 at 1460 Turnberry Drive to the terminus of the project, west of the Turnberry Drive roadway.

CT Consultants already assisted the District in obtaining quotes which were more than \$50,000. Subsequently, the District's legal counsel recommended that the project be publically bid.

This scope covers design and bid services.

Scope:

- 1) Convert preliminary sketch prepared in Fall of 2020 into a design ready CAD .DWG file. This work includes preparing a cover sheet, performing an 811 design call (no surveying), general notes, and plan sheets.
- 2) Prepare a full bid book, including Engineer's Opinion of Probable Construction Cost (EOPCC), front end documents (using CT standard contract documents), and technical specifications.
- 3) Bid services will be provided including preparation of the bid advertisement, distributing plans and contract documents (using CT standard contract documents), provide any addendums needed, review bid and provide bid results letter to District, conduct a preconstruction meeting with the Contractor, provide meeting minutes for pre-con meeting.
- 4) Project management & QAQC.

Work Authorization



Work not included:

- 1) No easements are anticipated. Costs for obtaining easements will be covered under separate work authorization if needed.
- 2) No additional work agreements are anticipated. The District has already obtained and made available to CT 4 work agreements that have been signed by the property owners giving the District authorization to proceed with the work. Costs for obtaining additional work agreements will be covered under a separate work authorization if needed.
- 3) Coordination for Tree Removal with a local reputable Tree Service Company. No trees are expected to be removed. Costs for coordinating tree removal will be covered under separate work authorization if needed.
- 4) Professional survey services such as those required to generate a surface model or gather specific invert elevations of system components and tie to benchmarking. If such services are found to be necessary during design, additional request for authorization will be prepared. It is not expected at this time that professional survey services will be required during design.
- 5) Permitting services
- 6) Construction phase services

Fee:

The above scope of services will be provided on an hourly basis not-to-exceed an amount of;

Cover, Drawings, General Notes	\$3,000
Specifications	\$3,000
Bid Services	\$6,000
Project Management	\$1,600
Total	\$13,600

CT reserves the right to shift fee amount between tasks if needed, but will not exceed the total amount without prior authorization. The District may require additional assistance from CT to complete/administer the specific project. This shall be handled through additional email requests by the District to CT and through additional work authorizations prepared by CT.

Schedule:

The design documents and bid book will be prepared no later than 4 weeks from the date of written authorization. Advertising 3 weeks from notice to proceed is reasonable. An extra week has been added due to uncertainties given the pandemic. The project will be advertised immediately thereafter.

Work Authorization



Name: ABC Water and Storm District Date: 12/1/2020 wa no.:

Attn: Jason Loree, Board Member

Phone: 330-726-4177 E-mail: jloree@boardmantwp.com

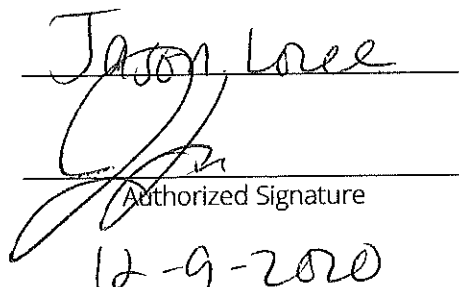
Fax: 330-726-4175 Web address: <http://www.abcwaterdistrict.com/>

Project Title: General Services – Continuous Utility Fee Support	Project Description: Responding to inquiries by the District Board, adjustments, credits, fee resolution, & administrative assistance. See attached scope. Boardman Township Only.
Project Location: Boardman Township	Invoicing Instructions: CT services billed hourly not to exceed \$20,000.00.

NO WORK SHALL PROCEED UNTIL SIGNED WORK AUTHORIZATION IS RETURNED BY THE OWNER.

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. This agreement shall be authorized in accordance with the District's Master Service Agreement Signed 11/21/2017.

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	<u>Jason Loree</u>	<u>CT CONSULTANTS, INC.</u>
By	<u></u> Authorized Signature	<u>Mark Delisio P.E.</u> Mark Delisio, P.E.
Date Accepted	<u>12-9-2020</u>	Date <u>12/1/2020</u>

Work Authorization



Please sign and return one copy to our office.

ABC Water & Stormwater District
Work Authorization 12/1/2020
General Services – Continuous Utility Fee Support

SCOPE:

For Boardman Township Related Services Only;

1. Develop and mail response letters related to any board approved adjustments/credits etc., provide updated adjustment logs to the Board upon request.
2. Investigate properties, resolve District inquiries, attend meetings, and process credit, adjustment, or appeal applications submitted by parcel owners and as requested by District officials.
3. Update the billing file and furnish to Auditor when requested, coordinate with Auditor when needed.
4. Provide engineering or administrative assistance upon request by the District Board.
5. Develop in-kind services proposals and coordinate with fee payers upon request. i.e. Forest Lawn Memorial Park Cemetery.
6. Develop sketches or request quotes on the District's behalf. Respond to customer complaints. Update district mapping, update conditions assessments, provide maintenance recommendations.

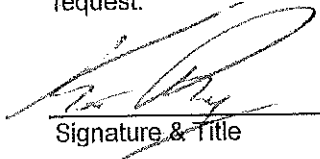
Note: These are services billed hourly upon request from the District Board. No design is included in this work authorization. Hourly breakdown of fees is available upon request with invoicing. This work authorization and scope are provided in accordance with the Master Service Agreement signed 11/21/2017.

Canfield Road Department

ABC Equipment Usage Report Project Name: Catawba Basin

Location	Task Performed	Date		
Catawba	Basin / Crossover Pipe			Sep-20
Equipment	Date Used	Total Hours or Mileage (A)	Hourly or Mileage Rate (B)	Recoverable Cost (A) * (B)
Pick Up 3/4 ton	9/15, 9/16	19	\$13.40	\$254.60
Pick Up 1 ton dump	9/16, 10/15	11	\$17.65	\$194.15
Dump Truck	9/15, 9/16, 10/15	19	\$33.60	\$638.40
Backhoe/Loader	9/15, 9/16, 10/15	19	\$50.39	\$957.41
Street Sweeper			\$29.46	\$0.00
Vactor	9/15	4	\$133.62	\$534.48
Mower			\$3.10	\$0.00
				\$0.00
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				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Total				\$2,579.04

I hereby certify that the above information is accurate and properly reflects equipment usage on the above referenced project, and that the documentation used to verify this information will be made available upon request.



 Signature & Title ADMINISTRATOR

11/9/2020

 Date

Canfield Township Road Department

ABC Time Reporting Record Project Name: Catawba Basin / Crossover Pipe

Employee Name	Classification	Task Performed	Location	Project Hours Worked Each Day														Total Hours	Hourly Rate	PEBS	Other	Fringe Benefits Paid per Hour		Total Hourly Comp	Total Salary Cost								
				S	M	T	W	T	F	S	S	S	S	S	S	S	S					S	W.P.			M.H.	W.P.	M.H.	W.P.	M.H.			
Bob Burkett	Foreman	Basin Replacement	Catawba	7	8	4	4												23	\$27.82	\$6.57	\$6.13	\$22.94	\$5.50	\$8.05	\$35.43	\$839.27						
Shawn Stack	Laborer	Basin Replacement	Indian Run	7	8	4	4												23	\$16.81	\$4.03	\$9.07			\$28.91	\$664.93							
Brian Schiele	Laborer	Pipe Replacement	Indian Run																0						\$ -	\$ -							
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Total																																	
Total																																	

I hereby certify that the above information is accurate and properly reflects hours worked on the above referenced project.

Signature _____ Title _____ Date _____

Total \$ 2,498.46

2020 CATAWUN

PHASE 2

OUR MATERIALS COST - ALL FIGURES ROUNDED UP

CATCH BASIN	\$ 650 -
12" PIPE	\$ 222 -
#57 SLAG - 8 TON	\$ 125 -
#304 SLAG - 8 TON	\$ 110 -
FAST SET CEMENT - 12 BAGS	\$ 85 -
SPEED PLUG - 1 PAIL	\$ 50 -
TOPSOIL, SEED, STRAW	\$ 50 -
BLACKTOP	\$ 250 -
MISC. BRICKS	\$ 25 -
MISC. MATERIALS	\$ 25 -
TOTAL	<u>\$ 1592 -</u>



POLAND CONCRETE PRODUCTS, INC.

P.O. Box 5146 - Poland, Ohio 44514 - 330-757-1241
Hillsville, PA Office: 724-667-7281 - FAX: 724-667-0963

INVOICE No. 000000

JOB	DRIVER	INVOICE DATE
-----	--------	--------------

SOLD TO _____

S
H
I
P
T
O

Phone: _____

O. NO.	DATE SHIPPED 4/14/70	SHIPPED VIA R/R	F.O.B. POINT	TERMS NET 30 DAYS
--------	-------------------------	--------------------	--------------	----------------------

QUANT. SHIPPED	SIZE AND DESCRIPTION
	Half MOON CATAWBA BASINS
	2020 CATAWBA PROJECT

Customer agrees to pay a 1 1/2% per month finance charge on the unpaid balance on invoices over 30 days old. This equals 18% per year. Every product is sold and accepted by customer in "as is" condition at the time of delivery by manufacturer to customer unless noted otherwise in writing on this invoice.

Customer signature _____

Name _____

THANK YOU, WE APPRECIATE YOUR BUSINESS.

PACKING LIST



CATAWBA
PIPE

Southside Recycling, Inc
98 E Florida Ave Youngstown OH 44507
330-782-0689

Weight Ticket - 53848 -

WEIGHT IN : 2:38:42 pm
WEIGHT OUT : 2:38:51 pm

Printed on Wednesday 09/16/2020 at 02:39:17 PM by
Andrew K

Gross	Tare	Net	Price	Amount
SHEET				
1932.00	1495.00	437.00	\$0.05/lb	\$21.85
Total -->				\$ 21.85

Started: Andrew K

Canfield
Township

Customer Name ID/Licence Veh/Plate

**TAKE TO THE CASHIER
LLEVE AL CAJERO**

Southside Recycling, Inc
98 E Florida Ave Youngstown OH 44507



From: RAY LEWIS & COMPANY
 523 N. MERIDIAN RD.
 YOUNGSTOWN, OH
 PH:330-793-9552

CUST. NO. BOB
 P.O. NO. [REDACTED]
 MARK NO. BOB
 S CANFIELD TOWNSHIP
 O CANFIELD TOWNSHIP
 L 21 S. BROAD STREET
 D CANFIELD OH 44406
 T
 O

ORDER DATE 09/15/20
 SALES ORDER NO. 542384-001

PAGE 1

WRITTEN BKH

ORIGIN 02

SHIPMENT FROM OUR PH:330-793-9552 WAREHOUSE

LINE NO.	CURRENT OPEN QUANTITY	PART NUMBER DESCRIPTION	PRODUCT	WEIGHT	UNIT MEAS	QUANTITY	
						RELEASED	SHIPPED
10	40	12 SURE-LOK HANA 12" HANCOR SURE-LOK F477 BELLED END CULVERT			FT	40	
		PRICE EACH: 5.5375 TAX EACH: .0000					
		CATAWBUSH PROJECTS					
		[Handwritten Signature]					
		SUBTOTAL: 221.50					
		SALES TAX: 00					
		SALE TOTAL: 221.50					
		FREIGHT: [Handwritten Signature]					

QUESTIONS ABOUT YOUR ORDER? CALL [Handwritten Signature]
 We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act.

THE PRODUCTS LISTED ABOVE MEET THE REQUIREMENTS AND SPECIFICATIONAL STANDARDS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

PACKING LIST

HECCG
 Subtropolis Mine
 5455 E. Garfield Rd.
 Petersburg, OH 44454
 (330) 542-2670

Ticket No.: **93317**

Date: 9/3/2020 Time: 11:17:25AM
 Customer: Canfield Township
 Order:
 P.O.:
 Product: 57 LS

Chip Butler
PLASTER

	Pounds	Unit Price:
Gross	34,800	SubTotal:
Tare	18,220	Tax:
Net	16,580	Total
Tons	8.29	

Order Daily: 17.60 Loads: 2
 Comments:

Carrier: Canfield Township 215
 Vehicle: Canfield Township 215

Driver

Received
 **Material may be inspected by Buyer prior to purchase. Seller accepts no responsibility for reject or failure of material after it has been shipped from Seller's operation. Seller not responsible for gross vehicle weights. ODOT PREQUALIFIED AGGREGATE SUPPLIER

Chip Butler

Weightmaster: Chip Butler



Subtropolis Mine
 5455 E. Garfield Rd.
 Petersburg, OH 44454
 (330) 542-2670

Ticket No.: **93316**

Date: 9/3/2020 Time: 11:16:49AM
 Customer: Canfield Township
 Order:
 P.O.:
 Product: 57 LS

Chip Butler
PLASTER

	Pounds	Unit Price:
Gross	36,960	SubTotal:
Tare	18,360	Tax:
Net	18,620	Total
Tons	9.31	

Order Daily: 9.31 Loads: 1
 Comments:

Carrier: Canfield Township 218
 Vehicle: Canfield Township 218

Chip Butler

Driver

Received

**Material may be inspected by Buyer prior to purchase. Seller accepts no responsibility for reject or failure of material after it has been shipped from Seller's operation. Seller not responsible for gross vehicle weights. ODOT PREQUALIFIED AGGREGATE SUPPLIER

Weightmaster: Chip Butler

TRI-COUNTY ASPHALT MATL., INC.

405 ANDREWS AVE.
YOUNGSTOWN, OHIO 44805
(330) 744-8901

Brian

Customer: 0239
CANFIELD TOWNSHIP
21 SOUTH BROAD STREET
CANFIELD, OHIO 44406

Job: 239
Truck: CANT
Driver:
Mix: 404PA
Mix Name: TOP

Ticket: 00129941
Operator: 1

Batch Total Ton
2.06
2.04

Tare 4.75
Net 4.09
Gross 8.84
Ton

Job Today 4.09
Job ToDate 8.80
Date & Time 10/15/2020 9:25:48AM
Fob/Del FOB

Total Ton 4.09

Loads Today 1
Loads ToDate 3

CATAWBA
PROJECT
ABC.

Appropriation Status
ABC WATER AND STORMWATER DIST, MAHONING COUNTY
2021 Temporary Appropriations

Account Code	Account Name
5101-531-129-0000	Other - Salaries - Clerk/Treasurer's Office
5101-531-211-0000	Ohio Public Employees Retirement System
5101-531-213-0000	Medicare
5101-531-225-0000	Workers' Compensation
5101-539-252-0001	Travel and Transportation{BOARDMAN}
5101-539-252-0002	Travel and Transportation{CANFIELD}
5101-539-321-0000	Telephone
5101-539-322-0001	Postage{BOARDMAN}
5101-539-322-0002	Postage{CANFIELD}
5101-539-322-0006	Postage{AUSTINTOWN}
5101-539-325-0001	Advertising{BOARDMAN}
5101-539-325-0002	Advertising{CANFIELD}
5101-539-325-0003	Advertising{REIMBURSEMENT AUSTINTOWN}
5101-539-325-0006	Advertising{AUSTINTOWN}
5101-539-341-0001	Accounting and Legal Fees{BOARDMAN}
5101-539-341-0002	Accounting and Legal Fees{CANFIELD}
5101-539-341-0006	Accounting and Legal Fees{AUSTINTOWN}
5101-539-342-0000	Auditing Services
5101-539-343-0000	Uniform Accounting Network Fees
5101-539-344-0001	Tax Collection Fees{BOARDMAN}
5101-539-344-0002	Tax Collection Fees{CANFIELD}
5101-539-346-0001	Engineering Services{BOARDMAN}
5101-539-346-0002	Engineering Services{CANFIELD}
5101-539-349-0001	Other - Professional and Technical Services{BOARDMAN}
5101-539-349-0002	Other - Professional and Technical Services{CANFIELD}
5101-539-349-0006	Other - Professional and Technical Services{AUSTINTOWN}
5101-539-350-0001	Insurance and Bonding Services{BOARDMAN}
5101-539-350-0003	Insurance and Bonding Services{REIMBURSEMENT AUSTINTOWN}
5101-539-351-0002	Insurance and Bonding{CANFIELD}
5101-539-391-0001	Dues and Fees{BOARDMAN}
5101-539-391-0002	Dues and Fees{CANFIELD}
5101-539-410-0001	Office Supplies and Materials{BOARDMAN}
5101-539-410-0002	Office Supplies and Materials{CANFIELD}
5101-539-540-0001	Machinery, Equipment and Furniture{BOARDMAN}
5101-539-540-0002	Machinery, Equipment and Furniture{CANFIELD}
5101-539-600-0001	Other{BOARDMAN}
5101-539-600-0002	Other{CANFIELD}
5101-539-600-0006	Other{AUSTINTOWN}
5101-539-610-0001	Deposits Refunded{BOARDMAN}
5101-539-610-0002	Deposits Refunded{CANFIELD}

5101-620-430-0001 Repairs and Maintenance{BOARDMAN}
5101-620-430-0002 Repairs and Maintenance{CANFIELD}
5101-640-500-0001 Capital Outlay{BOARDMAN}
5101-640-500-0002 Capital Outlay{CANFIELD}
5101-640-590-0000 Other - Capital Outlay
5101-640-640-0001 Payment to Another Political Subdivision{BOARDMAN}
5101-640-640-0002 Payment to Another Political Subdivision{CANFIELD}
5101-730-510-0001 Land and Land Improvements{BOARDMAN}
5101-730-510-0002 Land and Land Improvements{CANFIELD}
5101-850-710-0001 Principal{BOARDMAN}
5101-850-710-0002 Principal{CANFIELD}
5101-850-790-0001 Other - Debt Service{BOARDMAN}
5101-850-790-0002 Other - Debt Service{CANFIELD}

Report Total:

2021 Tempoary Appropriations

\$20,000.00
\$4,800.00
\$290.00
\$857.20
\$400.00
\$400.00
\$174.00
\$800.00
\$800.00
\$0.00
\$24,000.00
\$6,400.00
\$0.00
\$0.00
\$24,000.00
\$17,600.00
\$101.20
\$455.60
\$746.40
\$3,280.00
\$1,040.00
\$133,135.09
\$58,512.96
\$113,014.67
\$27,090.67
\$54.66
\$0.00
\$0.00
\$0.00
\$3,454.80
\$334.80
\$1,200.00
\$400.00
\$68,000.00
\$1,600.00
\$1,999.46
\$1,600.00
\$400.00
\$3,760.00
\$1,280.00

\$40,132.80
\$40,000.00
\$109,152.32
\$64,000.00
\$0.00
\$28,484.80
\$20,000.00
\$0.00
\$0.00
\$0.00
\$0.00
\$171,515.81
\$22,480.00

\$1,017,747.24

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
jloree@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 2021

The ABC Water and Storm Water District Board of Trustees will conduct Regular Meetings for the calendar year 2021, 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 19, 2021
February 16, 2021
March 16, 2021
April 20, 2021
May 18, 2021
June 15, 2021
July 20, 2021
August 17, 2021
September 14, 2021
October 19, 2021
November 16, 2021
December 14, 2021

Michael Dockry, Secretary
ABC Water and Storm Water District

Release Date: December 10, 2020



October 27, 2020

Mr. Jason Loree
Board Member
ABC Water & Stormwater District Office
8299 Market Street
Boardman, Ohio 44512

**Re: Storm Sewer Outfall Replacement – 6104 Glenridge Road
Quote Results**

Dear Mr. Loree:

Quotes were received for the above referenced project on October 23, 2020 and attached you will find a copy of the Tabulation outlining each quote for your review. The quotes ranged from a low quote of \$35,514.64 to a high quote of \$106,044.50.

The lowest quote for this improvement is from S.E.T., Inc. of Lowellville, Ohio.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Mark R. Delisio, P.E.
Project Manager

MRD/BR:br

Enclosures

H:\2020\200593\SPEC\Glenridge - Pipe Repl\Quote Results Letter.Doc

2020 Drainage Improvements
ABC Water & Stormwater District
Bid Opening Date: September 16, 2020
Bid Tabulation Summary
Storm Sewer Outfall Replacement - 6104 Glenridge Road
Project No. 200593

LIST OF BIDDERS

BIDDER

- 1 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

- 2 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

- 3 Greenawalt Excavating, Inc.
2705 N. Hermitage Road
Sharpsville, PA 16150
Phone number: (724) 962-4450

2020 Drainage Improvements
ABC Water & Stormwater District
Bid Opening Date: September 16, 2020
Bid Tabulation Summary
Storm Sewer Outfall Replacement - 6104 Glenridge Road
Project No. 200593

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	<u>Name</u>	<u>Calculated Total</u>	<u>Bidder's Informal Totals</u>
1.	S.E.T. Inc.	\$35,514.64	
2.	J. S. Bova Excavating	\$44,471.60	
3.	Greenawalt Excavating, Inc.	\$106,044.50	\$74,044.50

2020 Drain Improvements
 ABC Water & Stormwater District
 Bid Opening Date: September 16, 2020
 Bid Tabulation Summary
 Storm Sewer Outfall Replacement - 6104 Glenridge Road
 Project No. 200593

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	<u>Labor</u>	<u>Material</u>	<u>Calculated Unit Price</u>	<u>Bidder's Informal Unit Price</u>	<u>Calculated Line Item Total</u>	<u>Bidder's Informal Line Item Total</u>
1. 3.00 EACH OF (201) TREE REMOVED, 18 INCH SIZE						
S.E.T. Inc.	\$1,000.00	\$0.00	\$1,000.00		\$3,000.00	
J. S. Bova Excavating	\$1,400.00	\$98.35	\$1,498.35		\$4,495.05	
Greenawalt Excavating, Inc.	\$5,000.00	\$500.00	\$5,500.00		\$16,500.00	\$5,500.00
2. 3.00 EACH OF (201) TREE REMOVED, 30 INCH SIZE						
S.E.T. Inc.	\$1,500.00	\$0.00	\$1,500.00		\$4,500.00	
J. S. Bova Excavating	\$1,400.00	\$98.35	\$1,498.35		\$4,495.05	
Greenawalt Excavating, Inc.	\$7,000.00	\$500.00	\$7,500.00		\$22,500.00	\$7,500.00
3. 3.00 EACH OF (201) STUMP REMOVED, 18" SIZE						
S.E.T. Inc.	\$300.00	\$0.00	\$300.00		\$900.00	
J. S. Bova Excavating	\$110.00	\$54.85	\$164.85		\$494.55	\$494.85
Greenawalt Excavating, Inc.	\$1,500.00	\$0.00	\$1,500.00		\$4,500.00	\$1,500.00
4. 3.00 EACH OF (201) STUMP REMOVED, 30" SIZE						
S.E.T. Inc.	\$300.00	\$0.00	\$300.00		\$900.00	
J. S. Bova Excavating	\$110.00	\$54.85	\$164.85		\$494.55	\$494.85
Greenawalt Excavating, Inc.	\$1,500.00	\$0.00	\$1,500.00		\$4,500.00	\$1,500.00
5. 140.00 FT OF (202) PIPE REMOVED, 24 INCH AND UNDER						
S.E.T. Inc.	\$3.00	\$0.00	\$3.00		\$420.00	
J. S. Bova Excavating	\$5.50	\$6.00	\$6.00		\$840.00	
Greenawalt Excavating, Inc.	\$15.00	\$5.00	\$20.00		\$2,800.00	
6. 6.00 CY OF (202) STORM SEWER ABANDONED, GROUT FILLED, AS PER PLAN						
S.E.T. Inc.	\$50.00	\$52.50	\$102.50		\$615.00	
J. S. Bova Excavating	\$60.00	\$104.50	\$164.50		\$987.00	
Greenawalt Excavating, Inc.	\$415.00	\$210.00	\$625.00		\$3,750.00	
7. 1.00 EACH OF (202) INLET REMOVED						
S.E.T. Inc.	\$600.00	\$0.00	\$600.00		\$600.00	
J. S. Bova Excavating	\$299.00	\$1.00	\$300.00		\$300.00	
Greenawalt Excavating, Inc.	\$3,460.00	\$0.00	\$3,460.00		\$3,460.00	

2020 Drain Improvements
 ABC Water & Stormwater District
 Bid Opening Date: September 16, 2020
 Bid Tabulation Summary
 Storm Sewer Outfall Replacement - 6104 Glenridge Road
 Project No. 200593

LIST OF ALL ITEMS
 NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
8. 3.70 CY OF (601) ROCK CHANNEL PROTECTION, TYPE B WITH FILTER						
S.E.T. Inc.	\$54.05	\$45.41	\$99.46		\$368.00	
J. S. Bova Excavating	\$49.19	\$54.69	\$103.88		\$384.36	
Greenwalt Excavating, Inc.	\$750.00	\$75.00	\$825.00		\$3,052.50	
9. 1.00 EACH OF (604) CATCH BASIN CURB INLET, AS PER PLAN						
S.E.T. Inc.	\$1,500.00	\$1,050.00	\$2,550.00		\$2,550.00	
J. S. Bova Excavating	\$1,570.00	\$1,174.80	\$2,744.80		\$2,744.80	
Greenwalt Excavating, Inc.	\$12,640.00	\$5,790.00	\$18,430.00		\$18,430.00	
10. 224.00 FT OF (611) 18" STORM SEWER, AS PER PLAN						
S.E.T. Inc.	\$51.92	\$27.44	\$79.36		\$17,776.64	
J. S. Bova Excavating	\$81.93	\$34.84	\$116.77		\$26,156.48	
Greenwalt Excavating, Inc.	\$65.00	\$18.00	\$83.00		\$18,592.00	
11. 1.00 EACH OF (611) CATCH BASIN, NO. 2-3						
S.E.T. Inc.	\$650.00	\$735.00	\$1,385.00		\$1,385.00	
J. S. Bova Excavating	\$899.96	\$679.80	\$1,579.76		\$1,579.76	
Greenwalt Excavating, Inc.	\$2,740.00	\$1,120.00	\$3,860.00		\$3,860.00	
12. 1.00 LS OF (SPC) UTILITY SUPPORT AND COORDINATION						
S.E.T. Inc.	\$2,500.00	\$0.00	\$2,500.00		\$2,500.00	
J. S. Bova Excavating	\$1,000.00	\$500.00	\$1,500.00		\$1,500.00	
Greenwalt Excavating, Inc.	\$3,800.00	\$300.00	\$4,100.00		\$4,100.00	