

REGULAR SESSION APRIL 6, 2022

This day the Board of Morrow County Commissioners met in their office at 80 North Walnut St., Ste. A, Mt. Gilead, Ohio with the following members present: Mr. Abraham, Mr. Whiston and Mr. Siegfried.

Public in attendance: Matt Stooksbury (Soil/Water), Mike Goff (Treasurer), Andy Ware (Development) and Mark Mathews (Maintenance).

Bid Opening(both North and South): Easton McNeill (Kokosing), Charlie Stewart (Mid Ohio Paving), Eric Disterdick (Highway Dept), Brian Seybert (Highway Dept), Bart Dennison (Engineer).

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Siegfried, who then proceeded with the business at hand. The following matters came before the Board for their consideration and approval.

**IN THE MATTER OF
APPROVAL OF THE MINUTES
OF REGULAR SESSION OF APRIL 4, 2022: 22-R-293**

Mr. Abraham made a motion to approve the minutes of regular session of April 4, 2022, as recorded in the Commissioners Journal # 49.

Mr. Whiston duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 22-R-294**

Mr. Siegfried made a motion to approve payment of bills numbered 1 through 33 submitted by the Morrow County Auditor’s office.

Mr. Abraham duly seconded this motion

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
PAY-INS: 22-R-295**

The following pay-ins were made to Patricia K. Davies, Morrow County Auditor:

Receipt Batch #2523 Payments received from Chesterville customers for sewer fund 5159 \$1,272.79
 Payments received from Johnsville customers for sewer fund 5100 \$104.00
 Payments received from Somoco customers for sewer fund 5110 \$3,823.29

Receipt# 220869 Payment from MCAT for garage lease payment January – April 2022 3173-1070-470802 \$6,662.68

Receipt Batch #2530 Payments received from Chesterville customers for sewer fund 5159 \$60.00
 Payments received from Johnsville customers for sewer fund 5100 \$115.00
 Payments received from Ketterman customers for sewer fund 5121 \$57.10

**IN THE MATTER OF
TRANSFER OF FUNDS – GENERAL FUND, BOARD OF ELECTIONS: 22-T-031**

At the request of April Brown, Deputy Director, a motion was made by Mr. Whiston to approve the following transfer of funds:

**Reason – the costs incurred by the Board for staff overtime and the hiring and training of temporary staff

From 1000-0015-530319 Professional Services to 1000-0015-510120 Employee Wages in the amount of \$5,000.00

From 1000-0015-530319 Professional Services to 1000-0015-510211 OPERS in the amount of \$500.00

From 1000-0015-530319 Professional Services to 1000-0015-510213 Medicare in the amount of \$500.00

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPOINTMENT OF EUGENE (SONNY) WARD AS MORROW COUNTY
APIARY INSPECTOR FOR 2022: 22-R-296**

Mr. Siegfried made a motion to appoint Eugene (Sonny) Ward, 15777 Township Highway 82, Forest, Ohio 45843 as Apiary Inspector for Morrow County at a rate of \$5.00/per colony and .52/per mile to be paid from the General Fund, Department 0022.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPROVAL TO AWARD BID FOR COURTHOUSE PARKING LOT PAVING:
Hold for review by Commissioners and Maintenance Supervisor**

**IN THE MATTER OF
RESOLUTION IN SUPPORT OF SOIL AND WATER CONSERVATION DISTRICT
BECOMING A CERTIFIED LOCAL SPONSOR FOR THE OHIO DEPARTMENT OF
AGRICULTURE FARMLAND PRESERVATION PROGRAM: 22-R-297**

WHEREAS, the Morrow Soil and Water Conservation District Board of Supervisors are requesting the Morrow County Commissioners support in becoming a Certified Local Sponsor for the Ohio Department of Agriculture (ODA) Farmland Preservation Program; and

WHEREAS, as a local sponsor they will be able to work with landowners who are interested in seeing their farmlands preserved; and

WHEREAS, local sponsors selected for certification will receive funds from the Ohio Department of Agriculture to manage a grant application process in their communities using ODA's online landowner application and landowners may then apply to the Certified Local Sponsors through a competitive process to sell an agricultural easement on their land to ODA; and

WHEREAS, Morrow County currently has 11 closed easements through Farmland Preservation which account for more than 1,700 acres and Morrow Soil and Water Conservation District has been performing yearly monitoring checks on these easements for the past 16 years;

THEREFORE, Mr. Whiston made a motion that the Morrow County Board of Commissioners wholly support the Morrow County Soil and Water Conservation District Board becoming a Certified Local Sponsor for the Ohio Department of Agriculture Farmland Preservation Program to assist landowners who are interested in seeing their farmlands preserved.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "yea" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPROVAL TO AMEND RESOLUTION# 22-R-285, APPROVAL FOR THE MORROW
COUNTY ENGINEER TO ADVERTISE FOR BIDS FOR PROJECT KNOWN AS MORROW
COUNTY CR 146 BOX CULVERT (WES #1): 22-R-298**

WHEREAS, on April 4, 2022, the Morrow County Commissioners passed Resolution# 22-R-285, Approval for the Morrow County Engineer to advertise for bids for project know as Morrow County CR 146 Box Culvert (WES #1); and

WHEREAS, there was some confusion on what the deadline for advertising in the Sentinel was and therefore we need to change the bid opening date to April 27, 2022 at 9:30 a.m.;

THEREFORE, Mr. Abraham made a motion to approve amending the resolution to change the bid open date to April 27, 2022 at 9:30 a.m.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “nay” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-299**

Mr. Whiston made a motion to recess session at 9:13 a.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-300**

Mr. Siegfried made a motion to return to regular session at 9:30 a.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
BID OPENING – MORROW COUNTY 2022 NORTH PAVING BID PACKAGE: 22-R-301**

WHEREAS, on March 16, 2022, the Morrow County Commissioners approved the Morrow County Engineer to advertise for bids for the Morrow County 2022 North Paving Bid Package; and

WHEREAS, this day a bid opening was held and the following bids were received:

Mid Ohio Paving	\$493,588.66
Shelly & Sands	\$558,082.90
Kokosing	\$500,818.80

THEREFORE, Mr. Whiston made a motion to hold the bids for review and recommendation by the Morrow County Engineer.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
BID OPENING – MORROW COUNTY 2022 SOUTH PAVING BID PACKAGE: 22-R-302**

WHEREAS, on March 16, 2022, the Morrow County Commissioners approved the Morrow County Engineer to advertise for bids for the Morrow County 2022 South Paving Bid Package; and

WHEREAS, this day a bid opening was held and the following bids were received:

Mid Ohio Paving	\$816,387.92
Shelly & Sands	\$968,680.90
Kokosing	\$868,710.80

THEREFORE, Mr. Whiston made a motion to hold the bids for review and recommendation by the Morrow County Engineer.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 22-R-303**

Mr. Siegfried made a motion to recess session at 9:47 a.m.

Mr. Whiston duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “yea” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

Commissioner Whiston has left the office for another meeting

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 22-R-304**

Mr. Siegfried made a motion to return to regular session at 1:46 p.m.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN THE MORROW COUNTY COMMISSIONERS
AND MCGHEE’S TECHNICAL WATER SERVICES, INC FOR CONTRACT
ADMINISTRATION AND MANAGERIAL SERVICES FOR THE COUNTY WASTEWATER
TREATMENT FACILITIES: 22-R-305**

Mr. Abraham made a motion to approve the following contract between the Morrow County Commissioners and McGhee’s Technical Water Services, Inc. for contract administration and managerial services for the County Wastewater Treatment Facilities.

**CONTRACT BETWEEN
THE MORROW COUNTY COMMISSIONERS
AND
MCGHEE’S TECHNICAL WATER SERVICES, INC (MTWSI)
FOR THE
CONTRACT ADMINISTRATION AND MANAGERIAL SERVICES FOR THE
MORROW COUNTY COMMISSIONERS PUBLIC OPERATED WASTEWATER
TREATMENT FACILITIES**

WHEREAS, The Morrow County Commissioners, (hereinafter known as “the **System**”) is the **administrative body for Morrow County, Ohio government**

WHEREAS, McGhee’s Technical Water Services, Inc. (MTWSi) (hereinafter known as “the **Manager**”) is an Ohio registered corporation.

WHEREAS, the **System** and the contract **Manager** (hereinafter collectively known as “the **parties**”) wish to enter into an Administrative and Managerial Services Contract wherein the **Manager** will provide services listed in this Contract.

NOW, THEREFORE, in consideration of the promises, representations, covenants and agreements of the **parties** contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the **System** and the **Manager**, the **parties** agree as follows:

SECTION I – ADMINISTRATION AND MANGERIAL SERVICES PROVIDED BY THE OPERATOR’S SHALL BE AS FOLLOWS:

Collaborate and assist on tap fees for Residential and Commercial/Industrial users with assistance from outside resources (County staff, engineers)

Collaborate and assist on the Counties annual budget preparation with input

from the Morrow County Commissioners & other County Administrative staff

Resolve EPA Compliance issues.

Collaborate and assist on NPDES permit form completion and submission.

Collaborate and assist on Engineering, Process, Design and Controls, bidding and proposal review.

Collaborate and assist on Grant and loan assistance.

Collaborate and assist on Permit To Install (PTI) applications.

Collaborate and assist on Sludge management at each facility.

Collaborate and assist with the **System** to develop an Asset Management Plan (**AMP**) with the **Operator** providing the Technical Operation and Managerial Operation components and the **System** providing the financial stability component.

Collaborate with the **System** to develop an emergency response procedure for extended power outages, or extended water/sewage **system** failures and preparation of other contingency plans as may be required.

Consult with the **System** prior to any outsourcing of work or duties regarding the necessity and costs that exceed \$7,500.00 (Seventy Five Hundred dollars) in expenditures for repairs or services to the **Systems** facilities.

Collaborate and assist with assistance from outside resources (such as RCAP & ORWA)

Collaborate and assist with the **System** to develop a Policies & Procedure Manual

Collaborate and assist with the **System** to develop Standard Operating Procedures (SOPs).

Perform service lock-out due to non-payment as directed by the **System**.

Recommend, collaborate and assist on **Systems** capital improvement projects.

Respond to customer inquiries and complaints.

Attend the third Wednesday monthly meetings with Morrow County Commissioners

SECTION II - THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide **MTWSi** and its authorized agent's access to all property and easements which contain or support the facilities.
2. Designate **MTWSi** as a contact to also receive **ALL** Ohio EPA correspondence.
3. Designate an individual (**Manager**, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from MTWSi.

SECTION III - FEE

The payment for services rendered in connection with this contract shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV - THE SYSTEM'S INDEMNIFICATION OF ORC

The **System** hereby indemnifies **MTWSi**, its employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation of the **System** while this agreement is in force, except in those instances for which **MTWSi**, its employee's and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall be till **December 31, 2022**. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal). Both **parties** shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both **Parties** shall ensure that a copy of the contract is kept onsite at the facility.

SECTION VI - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VII – BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the **parties** hereto.

SECTION VII - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

IN WITNESS WHEREOF, the **parties** have caused this agreement to be executed on the date and year first set forth above.

McGhee’s Technical Water Services, Inc. [MTWSi] (The Manager)
s/Holly McGhee, President

Morrow County Commissioners
s/Tim D. Abraham
s/Timothy R. Siegfried
s/Tom E. Whiston

APPROVED AS TO FORM:
s/Tom Smith, Morrow County Prosecutor

ADDENDUM I
SCHEDULE OF PAYMENT
DATE: April 6, 2022

By both **parties** executing this Agreement, the Morrow County Commissioners (**System**) agrees to pay the **Manager (MTWSi)**:

\$1,500 (One Thousand and Five Hundred dollars) on a monthly basis for Contract Administration and Managerial Services provided to the **systems** Public Operated Wastewater Treatment Facilities the 15th of the month following receipt of an invoice.

****TERMS****

- Net due by 15th of the month following service. A 2% per month finance charge will be charged on all amounts over 30 days from date of invoice.
- Any invoice outstanding for 60 days or more shall be considered delinquent.
- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.

FYI:

$\$1,500/\text{Month} \times 12 \text{ months/year} = \$18,000/\text{year}$

$\$18,000/\text{year} \div \$60.00/\text{hour} = 300 \text{ hours/year}$

$300 \text{ hours/year} \div 52 \text{ weeks/year} = 5.67 \text{ hours/week}$

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "absent" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN MORROW COUNTY COMMISSIONERS AND
MCGHEE'S TECHNICAL WATER SERVICES, INC FOR JOHNSVILLE WWTP: 22-R-306**

Mr. Siegfried made a motion to approve the following contract between Morrow County Commissioners and McGhee's Technical Water Services, Inc for Johnsville WWTP.

**CONTRACT BETWEEN
MORROW COUNTY COMMISSIONERS
AND
MCGHEE'S TECHNICAL WATER SERVICES, INC
FOR
THE CONTRACT OPERATIONS OF JOHNSVILLE WWTP**

This agreement entered into this 6th day of April, 2022 in Morrow County, Ohio, by and between, **Morrow County Commissioners**. Hereinafter called "**the System**", and McGhee's Technical Water Services, Inc., hereinafter called "**MTWSi**".

RECITALS:

The System hereby contracts for the services of **MTWSi** to furnish contract professional certified operator(s) for the contract operation of its wastewater facilities in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. **MTWSi's** operation of **the System's** public wastewater treatment system shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES PROVIDED BY MTWSI SHALL BE AS FOLLOWS:

1. Will provide a minimum of one professional certified operator with not less than an Ohio Class A, Operator Wastewater Works professional operator's certification to provide services to **the System**.
2. Will physically be present at the facility a minimum of 1.5 (one) hour/week for a minimum of 5 (five) days/week to meet the minimum staffing requirements as required by OAC Rule 3745-7-04.
3. Perform the technical operation of the facility.
4. Be responsible for process adjustments and the proper operation and maintenance of the facility.
This shall include routine and preventative maintenance.
5. Maintain a log book record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
6. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and instruct **the System's** maintenance personnel on any of the day-to-day checks as needed.
7. Ensure all necessary laboratory work and process testing is performed by or at the direction of the certified professional operator. MTWSi shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary

licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.

8. Ensure sampling and testing are performed on time and as required.
9. Perform administrative duties when submitting and reporting information required by Ohio EPA.
10. Ensure all relevant personnel, including but not limited to the owner and other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between **the System, MTWSi** and any certified professional operators associated with the facility.
11. Be available on a 24-hour on-call basis to give on-site assistance and respond to emergencies within two (2) hours of being notified.
12. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the village, city, town, etc. by **MTWSi**.
13. Ensure an appropriately certified professional operator is provided when the listed professional operator of record for the facility is unavailable due to vacation, holiday, illness, etc.
14. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.

SECTION II - THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide **MTWSi** and its authorized agent's access to all property and easements which contain or support the facilities.
2. Designate **MTWSi** as a contact to also receive **ALL** Ohio EPA correspondence.
3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, MTWSi and any certified professional operators associated with the facility.
4. Provide the necessary funding for the operation and maintenance of the system to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority.
5. Provide funding to return **the System** to compliance pursuant to instructions, recommendations and requirements of MTWSi.
6. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of **the System** as identified by **MTWSi**, Ohio EPA or any other jurisdictional authority.
7. Designate an individual (Manager, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from MTWSi.
8. **The System** maintenance personnel may perform duties under the direction of MTWSi. Many of the routine duties involved in the operation and maintenance of the system including, but not limited to, tap-in inspections, line cleaning and repairs, equipment maintenance and facility operation.

9. Perform daily visits to the facility on days when the certified professional operator is not fulfilling the minimum staffing requirements.

SECTION III - FEES

The payment for services rendered in connection with this contract shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV - THE SYSTEM'S INDEMNIFICATION OF ORC

The System hereby indemnifies **MTWSi**, its employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation of the System while this agreement is in force, except in those instances for which **MTWSi**, its employee's and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall be till December 31, 2022. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal). Both parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

SECTION VI – NOTIFICATION OF OHIO EPA

MTWSi will provide the Ohio EPA with signed copies of this agreement upon request. **MTWSi** will also provide the Ohio EPA with the name, address, phone number and certification of the professional operator(s) of record in charge of **the System**. **The System** hereby consents to providing this information to the Ohio EPA.

SECTION VII - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VIII – BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

SECTION IX - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date and year first set forth above.

MCGHEE'S WATER TECHNICAL SERVICES
s/Holly McGhee, President

MORROW COUNTY COMMISSIONERS

s/Tim D. Abraham

s/Timothy R. Siegfried

s/Tom E. Whiston

APPROVED AS FOR FORM:

s/Tom Smith, Morrow County Prosecutor

**ADDENDUM I
SCHEDULE OF PAYMENT
DATE: April 6, 2022**

By both parties executing this Agreement, Morrow County Commissioners [**Johnsville aka the System**] agrees to pay **MTWSi**,

\$1,365 (One Thousand Three Hundred and Sixty Five dollars) – The County has paid this rate since 2017.

\$1,575 (One Thousand Five Hundred and Seventy Five dollars) – 2022 contract price
\$1,775 (One Thousand Seven Hundred and Seventy Five dollars) – 2022 contract price with routine OUPS included in the monthly rate paid to MTWSi (the county currently averages \$225/month in additional services at an hourly rate for locating sewer lines – OUPS)
Although this monthly rate does include the routine OUPS locates, it does not include special locating services above and beyond routine OUPS locates. If the County is requested by OUPS to locate an entire town for instance, MTWSi will bill this at our normal hourly rate for additional services.

on a monthly basis for services provided to the **systems Public Operated Treatment Works aka Wastewater Treatment Plant & Collection System – NPDES PERMIT # 4PG00052** by the 15th of the month following receipt of an invoice.

All major and minor maintenance, repair work and additional services above and beyond the technical supervision of **the System**, including but not limited to, valve repair, pump trouble shooting, replacement and/or repair, and equipment and pipe repairs between the normal working hours of 8:00 AM to 4:00 PM shall be paid to **MTWSi** on the basis of actual time at the rate of \$ 60.00 (sixty dollars) per hour per employee of **MTWSi**. When employees of **MTWSi** are required to remain on the job for more than eight (8) hours in any one (1) day or are required to start work before Monday through Friday from 8:00 AM or finish after 4:00 PM **the System** will be charged at the rate of \$ 90.00 (ninety dollars) per hour per employee of **MTWSi** or other rates established and agreed to between the parties hereto and all expenses incurred (subcontractors, vendors, materials and etc.). Additional unscheduled visits or emergency services performed by **MTWSi** for **the System** will be charged at the rate of \$ 90.00 (ninety dollars) per hour per employee of **MTWSi**, plus an additional \$ 225.00 (two hundred and twenty five dollar) service call per visit or emergency. **MTWSi** agrees to have a representative attend one (1) monthly meeting during or after normal working hours at no additional charge to **the System** in a one year period from the date of the contract. All additional meetings with councils, boards, contractors and consultants during or after normal working hours will be subject to a charge of \$250 (two/one hundred fifty dollars) per meeting. Materials and supplies provided by the operator used for the system operation, maintenance and repair such as but not limited to: rubber gloves, rags, oil, electrical supplies, grease, belts, air filters, motors, pumps, motor & pump rebuilds, electric controls, fuses and any other materials required to keep the system operational according to this contract shall be based on the fair market value. These costs will be invoiced in addition to the agreed to monthly fee.

****TERMS****

- Net due by 15th of the month following service. A 2% per month finance charge will be charged on all amounts over 30 days from date of invoice.
- Any invoice outstanding for 60 days or more shall be considered delinquent.
- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN MORROW COUNTY COMMISSIONERS AND
MCGHEE’S TECHNICAL WATER SERVICES, INC FOR CHESTERVILLE WWTP: 22-R-
307**

Mr. Abraham made a motion to approve the contract between Morrow County Commissioners and McGhee’s Technical Water Services, Inc for Chesterville WWTP.

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**CONTRACT BETWEEN
MORROW COUNTY COMMISSIONERS
AND
MCGHEE'S TECHNICAL WATER SERVICES, INC
FOR
THE CONTRACT OPERATIONS OF CHESTERVILLE WWTP**

This agreement entered into this **6th day of April, 2022** in Morrow County, Ohio, by and between, **Morrow County Commissioners**. Hereinafter called "**the System**", and McGhee's Technical Water Services, Inc., hereinafter called "**MTWSi**".

RECITALS:

The System hereby contracts for the services of **MTWSi** to furnish contract professional certified operator(s) for the contract operation of its wastewater facilities in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. **MTWSi's** operation of **the System's** public wastewater treatment system shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES PROVIDED BY MTWSI SHALL BE AS FOLLOWS:

1. Will provide a minimum of one professional certified operator with not less than an Ohio Class A, Operator Wastewater Works professional operator's certification to provide services to **the System**.
2. Will physically be present at the facility a minimum of 1.5 (one) hour/week for a minimum of 5 (five) days/week to meet the minimum staffing requirements as required by OAC Rule 3745-7-04.
3. Perform the technical operation of the facility.
4. Be responsible for process adjustments and the proper operation and maintenance of the facility.
This shall include routine and preventative maintenance.
5. Maintain a log book record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
6. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and instruct **the System's** maintenance personnel on any of the day-to-day checks as needed.
7. Ensure all necessary laboratory work and process testing is performed by or at the direction of the certified professional operator. MTWSi shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.
8. Ensure sampling and testing are performed on time and as required.
9. Perform administrative duties when submitting and reporting information required by Ohio EPA.
10. Ensure all relevant personnel, including but not limited to the owner and other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between **the System, MTWSi** and any certified professional operators associated with the facility.
11. Be available on a 24-hour on-call basis to give on-site assistance and respond to emergencies within two (2) hours of being notified.

12. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the village, city, town, etc. by **MTWSi**.
13. Ensure an appropriately certified professional operator is provided when the listed professional operator of record for the facility is unavailable due to vacation, holiday, illness, etc.
14. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.

SECTION II - THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide **MTWSi** and its authorized agent's access to all property and easements which contain or support the facilities.
2. Designate **MTWSi** as a contact to also receive **ALL** Ohio EPA correspondence.
3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, **MTWSi** and any certified professional operators associated with the facility.
4. Provide the necessary funding for the operation and maintenance of the system to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority.
5. Provide funding to return **the System** to compliance pursuant to instructions, recommendations and requirements of **MTWSi**.
6. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of **the System** as identified by **MTWSi**, Ohio EPA or any other jurisdictional authority.
7. Designate an individual (Manager, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from **MTWSi**.
8. **The System** maintenance personnel may perform duties under the direction of **MTWSi**. Many of the routine duties involved in the operation and maintenance of the system including, but not limited to, tap-in inspections, line cleaning and repairs, equipment maintenance and facility operation.
9. Perform daily visits to the facility on days when the certified professional operator is not fulfilling the minimum staffing requirements.

SECTION III - FEES

The payment for services rendered in connection with this contract shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV - THE SYSTEM'S INDEMNIFICATION OF ORC

The System hereby indemnifies **MTWSi**, its employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation of the System while this agreement is in force, except in those instances for which **MTWSi**, its employee's and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall be till **December 31, 2022**. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal). Both parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

SECTION VI – NOTIFICATION OF OHIO EPA

MTWSi will provide the Ohio EPA with signed copies of this agreement upon request. **MTWSi** will also provide the Ohio EPA with the name, address, phone number and certification of the professional operator(s) of record in charge of **the System**. **The System** hereby consents to providing this information to the Ohio EPA.

SECTION VII - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VIII – BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

SECTION IX - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date and year first set forth above.

McGhee’s Technical Water Services, Inc.
s/Holly McGhee, President

MORROW COUNTY COMMISSIONERS
s/Tim D. Abraham
s/Timothy R. Siegfried
s/Tom E. Whiston

APPROVED AS TO FORM:
s/Tom Smith, Morrow County Prosecutor

ADDENDUM I
SCHEDULE OF PAYMENT
DATE: April 6, 2022

By both parties executing this Agreement, Morrow County Commissioners [**Chesterville aka the System**] agrees to pay **MTWSi**

\$2,025 (Two Thousand and Twenty Five dollars) – The County has paid this rate since 2017.
\$2,550 (Two Thousand Five Hundred and Fifty dollars) – 2022 contract price
\$2,750 (Two Thousand Seven Hundred and Fifty dollars) – 2022 contract price with routine OUPS included in the monthly rate paid to MTWSi (the county currently averages \$225/month in additional services at an hourly rate for locating sewer lines – OUPS)
Although this monthly rate does include the routine OUPS locates, it does not include special locating services above and beyond routine OUPS locates. If the County is requested by OUPS to locate an entire town for instance, MTWSi will bill this at our normal hourly rate for additional services.

on a monthly basis for services provided to the **systems Public Operated Treatment Works aka Wastewater Treatment Plant & Collection System – NPDES PERMIT # 4PA00103** by the 15th of the month following receipt of an invoice.

All major and minor maintenance, repair work and additional services above and beyond the technical supervision of **the System**, including but not limited to, valve repair, pump trouble shooting, replacement and/or repair, and equipment and pipe repairs between the normal working hours of 8:00 AM to 4:00 PM shall be paid to **MTWSi** on the basis of actual time at the rate of \$ 60.00 (sixty dollars) per hour per employee of **MTWSi**. When employees of **MTWSi** are required to remain on the job for more than eight (8) hours in any one (1) day or are required to start work before Monday through Friday from 8:00 AM or finish after 4:00 PM **the System** will be charged at the rate of \$ 90.00 (ninety dollars) per hour per employee of **MTWSi** or other rates established and agreed to between the parties hereto and all expenses incurred (subcontractors, vendors, materials and etc.). Additional unscheduled visits or emergency services performed by **MTWSi** for **the System** will be charged at the rate of \$ 90.00 (ninety dollars) per hour per employee of **MTWSi**, plus an additional \$ 225.00 (two hundred and twenty five dollar) service call per visit or emergency. **MTWSi** agrees to have a representative attend one (1) monthly meeting during or after normal working hours at no additional charge to **the System** in a one year period from the date of the contract. All additional meetings with councils, boards, contractors and consultants during or after normal working hours will be subject to a charge of \$250 (two hundred fifty dollars) per meeting.

Materials and supplies provided by the operator used for the system operation, maintenance and repair such as but not limited to: rubber gloves, rags, oil, electrical supplies, grease, belts, air filters, motors, pumps, motor & pump rebuilds, electric controls, fuses and any other materials required to keep the system operational according to this contract shall be based on the fair market value. These costs will be invoiced in addition to the agreed to monthly fee.

****TERMS****

- Net due by 15th of the month following service. A 2% per month finance charge will be charged on all amounts over 30 days from date of invoice.
- Any invoice outstanding for 60 days or more shall be considered delinquent.
- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.

Mr. Siegfried duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., “absent” ..,Mr. Abraham..., “yea” .., Mr. Siegfried.., “yea”

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN MORROW COUNTY COMMISSIONERS AND
MCGHEE’S TECHNICAL WATER SERVICES, INC FOR SOMOCO WWTP: 22-R-308**

Mr. Siegfried made a motion to approve the contract between Morrow County Commissioners and McGhee’s Technical Water Services, Inc for Somoco WWTP.

**CONTRACT BETWEEN
MORROW COUNTY COMMISSIONERS
AND
MCGHEE’S TECHNICAL WATER SERVICES, INC
FOR
THE CONTRACT OPERATIONS OF SOMOCO WWTP**

This agreement entered into this 6th day of April, 2022 in Morrow County, Ohio, by and between, **Morrow County Commissioners**. Hereinafter called “**the System**”, and McGhee’s Technical Water Services, Inc., hereinafter called “**MTWSi**”.

RECITALS:

The System hereby contracts for the services of **MTWSi** to furnish contract professional certified operator(s) for the contract operation of its wastewater facilities in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. **MTWSi’s** operation of **the System’s** public wastewater treatment system shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES PROVIDED BY MTWSI SHALL BE AS FOLLOWS:

1. Will provide a minimum of one professional certified operator with not less than an Ohio Class A, Operator Wastewater Works professional operator's certification to provide services to **the System**.
2. Will physically be present at the facility a minimum of 1.5 (one) hour/week for a minimum of 5 (five) days/week to meet the minimum staffing requirements as required by OAC Rule 3745-7-04.
3. Perform the technical operation of the facility.
4. Be responsible for process adjustments and the proper operation and maintenance of the facility.
This shall include routine and preventative maintenance.
5. Maintain a log book record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
6. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and instruct **the System's** maintenance personnel on any of the day-to-day checks as needed.
7. Ensure all necessary laboratory work and process testing is performed by or at the direction of the certified professional operator. MTWSi shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.
8. Ensure sampling and testing are performed on time and as required.
9. Perform administrative duties when submitting and reporting information required by Ohio EPA.
10. Ensure all relevant personnel, including but not limited to the owner and other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between **the System, MTWSi** and any certified professional operators associated with the facility.
11. Be available on a 24-hour on-call basis to give on-site assistance and respond to emergencies within two (2) hours of being notified.
12. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the village, city, town, etc. by **MTWSi**.
13. Ensure an appropriately certified professional operator is provided when the listed professional operator of record for the facility is unavailable due to vacation, holiday, illness, etc.
14. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.

SECTION II - THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide **MTWSi** and its authorized agent's access to all property and easements which contain or support the facilities.
2. Designate **MTWSi** as a contact to also receive **ALL** Ohio EPA correspondence.
3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to

Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, MTWSi and any certified professional operators associated with the facility.

4. Provide the necessary funding for the operation and maintenance of the system to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority.
5. Provide funding to return **the System** to compliance pursuant to instructions, recommendations and requirements of MTWSi.
6. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of **the System** as identified by **MTWSi**, Ohio EPA or any other jurisdictional authority.
7. Designate an individual (Manager, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from MTWSi.
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9. Perform daily visits to the facility on days when the certified professional operator is not fulfilling the minimum staffing requirements.

SECTION III - FEES

The payment for services rendered in connection with this contract shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV - THE SYSTEM'S INDEMNIFICATION OF ORC

The System hereby indemnifies **MTWSi**, its employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation of the System while this agreement is in force, except in those instances for which MTWSi, its employee's and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall be till **December 31, 2022**. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal). Both parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

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SECTION VII - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VIII – BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

SECTION IX - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date and year first set forth above.

McGhee's Technical Water Services, Inc.
s/Holly McGhee, President

MORROW COUNTY COMMISSIONERS
s/Tim D. Abraham
s/Timothy R. Siegfried
s/Tom E. Whiston

APPROVED AS TO FORM:
s/Tom Smith, Morrow County Prosecutor

ADDENDUM I SCHEDULE OF PAYMENT DATE: April 6, 2022

By both parties executing this Agreement, Morrow County Commissioners [**SoMoCo aka The System**] agrees to pay **MTWSi**

\$1,400 (One Thousand and Four Hundred dollars) – **The County has paid this rate since 2018.**

\$1,600 (One Thousand Six Hundred dollars) – 2022 contract price

\$1,800 (One Thousand Eight Hundred dollars) – 2022 contract price with routine OUPS included in the monthly rate paid to MTWSi (the county currently averages \$225/month in additional services at an hourly rate for locating sewer lines – OUPS)

Although this monthly rate **does include** the routine OUPS locates, **it does not include** special locating services above and beyond routine OUPS locates. If the County is requested by OUPS to locate an entire town for instance, MTWSi will bill this at our normal hourly rate for additional services.

on a monthly basis for services provided to the **systems Public Operated Treatment Works aka Wastewater Treatment Plant & Collection System – NPDES PERMIT # 4MP00010** by the 15th of the month following receipt of an invoice.

All major and minor maintenance, repair work and additional services above and beyond the technical supervision of **the System**, including but not limited to, valve repair, pump trouble shooting, replacement and/or repair, and equipment and pipe repairs between the normal working hours of 8:00 AM to 4:00 PM shall be paid to **MTWSi** on the basis of actual time at the rate of \$ 60.00 (sixty dollars) per hour per employee of **MTWSi**. When employees of **MTWSi** are required to remain on the job for more than eight (8) hours in any one (1) day or are required to start work before Monday through Friday from 8:00 AM or finish after 4:00 PM **the System** will be charged at the rate of \$ 90.00 (ninety dollars) per hour per employee of **MTWSi** or other rates established and agreed to between the parties hereto and all expenses incurred (subcontractors, vendors, materials and etc.). Additional unscheduled visits or emergency services performed by **MTWSi** for **the System** will be charged at the rate of \$ 90.00 (ninety dollars) per hour per employee of **MTWSi**, plus an additional \$ 225.00 (two hundred and twenty five dollar) service call per visit or emergency. **MTWSi** agrees to have a representative attend one (1) monthly meeting during or after normal working hours at no additional charge to **the System** in a one year period from the date of the contract. All additional meetings with councils, boards, contractors and consultants during or after normal working hours will be subject to a charge of \$250 (two/one hundred fifty dollars) per meeting. Materials and supplies provided by the operator used for the system operation, maintenance and repair such as but not limited to: rubber gloves, rags, oil, electrical supplies, grease, belts, air filters, motors, pumps, motor & pump rebuilds, electric controls, fuses and any other

materials required to keep the system operational according to this contract shall be based on the fair market value. These costs will be invoiced in addition to the agreed to monthly fee.

****TERMS****

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- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.

Mr. Abraham duly seconded this motion.

Roll Call Vote: ..,Mr. Whiston..., "absent" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

There being no further matters to bring before the board, a motion to adjourn was made by Mr. Abraham and duly seconded by Mr. Siegfried.

Roll Call Vote: ..,Mr. Whiston..., "absent" ..,Mr. Abraham..., "yea" .., Mr. Siegfried.., "yea"

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS