

REGULAR SESSION SEPTEMBER 29, 2021

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: Andy Ware (Development) and Charlotte Chipps.

The meeting was opened with prayer and pledge of allegiance to the flag, and then called to order by Mr. Whiston, 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 SEPTEMBER 27, 2021: 21-R-704**

Mr. Siegfried made a motion to approve the minutes of regular session of September 27, 2021, as recorded in the Commissioners Journal # 49.

Mr. Abraham duly seconded this motion

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

**IN THE MATTER OF
APPROVAL OF BILLS FOR PAYMENT: 21-R-705**

Mr. Whiston made a motion to approve payment of bills numbered 1 through 37 submitted by the Morrow County Auditor's office.

Mr. Siegfried duly seconded this motion

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

**IN THE MATTER OF
PAY-INS: 21-R-706**

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

- Receipt #212631 Payment received from Interior Systems LLC for Tap Fee Chesterville Sewer for Loft 95 Beauty Boutique 5159-1030-430385 \$10,600.00.
- Receipt Batch #2090 Payments received from Chesterville customers for sewer fund 5159 \$645.16
Payments received from Johnsville customers for sewer fund 5100 \$295.00
Payments received from Ketterman customers for sewer fund 5121 \$55.84
Payments received from Somoco customers for sewer fund 5110 \$977.83
- Receipt Batch #2095 Payments received from Chesterville customers for sewer fund 5159 \$336.45
Payments received from Johnsville customers for sewer fund 5100 \$118.00

**IN THE MATTER OF
APPROPRIATION OF UNAPPROPRIATED CERTIFIED MONIES – PROSECUTORS FUND
2424 CSEA CONTRACT: 21-A-139**

At the request of Thomas Smith, Morrow County Prosecuting Attorney, a motion was made by Mr. Abraham to appropriate from the unappropriated certified monies to the following accounts:

2424-4414-510120	Employee Wages	\$3,000.00
2424-4414-510211	OPERS	\$1,000.00
2424-4414-510213	Medicare	\$500.00
2424-4414-510230	Workers Comp	\$500.00

Mr. Whiston duly seconded this motion.

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

IN THE MATTER OF

TRANSFER OF FUNDS – JOB AND FAMILY SERVICES FUND 2111 PUBLIC ASSISTANCE: 21-T-085

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

**Reason – need appropriation for fall conference and anticipated staff travel

From 2111-1044-520330 PA Admin Training & Travel to 2111-1046-520330 PA Social Service Training & Travel in the amount of \$2,000.00

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
RESOLUTION AUTHORIZING PAYMENT TO TURNING POINT
CONCERNED CITIZENS AGAINST VIOLENCE AGAINST WOMEN, INC.: 21-R-707**

Mr. Whiston made a motion to approve the following action in regards to payment of funds to Turning Point (Concerned Citizens Against Violence Against Women, Inc.) for fiscal year 2022:

RESOLUTION

WHEREAS, Section 3113.34 of the Ohio Revised Code specifies that the marriage license and divorce dissolution fees collected in the county, pursuant to this legislation, are available to be released to agencies for programs protecting women from violence; and

WHEREAS, Turning Point, Concerned Citizens Against Violence Against Women, Inc. has pursuant to the provision of the Ohio Revised Code made application for those funds collected during calendar year 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Morrow County Commissioners have authorized monies to be paid from the Marriage License Special Fund 2037 to Turning Point, Concerned Citizens Against Violence Against Women, Inc., P.O. Box 875, Marion, Ohio 43301-0875 for fiscal year 2022.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN THE MORROW COUNTY COMMISSIONERS
AND AMERICAN PAVEMENTS, INC. FOR 2021 FAA AIRFIELD PAVEMENT
REHABILITATION AND PAVEMENT MARKING PROJECT FOR THE MORROW
COUNTY AIRPORT: 21-R-708**

WHEREAS, on June 30, 2021, the Morrow County Commissioners awarded bid for the 2021 FAA Airfield Pavement Rehabilitation and Pavement Marking project to American Pavements, Inc.; and

THEREFORE, Mr. Abraham made a motion to approve the contract between the Morrow County Commissioners and American Pavements, Inc. as presented:

CONTRACT

This Contract, pursuant to Morrow County Commissioner Resolution# 21-R-708, is between the Morrow County Commissioners (Commissioners) and American Pavements, Inc. (Contractor) of Plain City, Ohio.

That parties agree:

The Contractor, as per their June 25, 2021 bid of the sum of which, based on the estimated quantities and unit prices, totals \$104,358.95. Contractor to provide at their own cost and expense all the labor, materials, tools and equipment for the 2021 Improvements to Morrow County Airport in accordance

with the Information to Bidders, Proposal, the General Contract Provisions, Supplemental General Provisions, Special Provisions, Technical Specifications, and the Plans, which together with the Advertisement, Bonds, and any and all other documents and materials bound within or referred to in the Specifications and Bidding Documents (Contract Documents) are hereby made a part of this Contract and incorporated herein by reference, all of said work to be fully completed to the satisfaction of the Commissioners.

If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of this contract, according to the true intent and meaning thereof, then the Commissioners may make use of any or all remedies provided in the Contract.

During the performance of this agreement, the Contractor agrees that he will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, religion, age, handicap, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor hereby agrees to hold the Commissioners free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said Contractor, his subcontractors, agents or employees.

Changes in the Scope of Work, except deletions of Work to be performed, may only be accomplished by a written change order/amendment signed by both the Commissioners and Contractor that will set forth the adjustment in price which will result from the amendment. There will be no oral amendments or understandings binding on either party, nor will either party be liable for breach for failure to abide by an oral amendment/change order alleged to exist.

The Contractor understands and agrees that time is of the essence for completion of the Project and that the Commissioners will suffer additional expense and financial loss if said Project is not completed within the agreed upon Contract timeframe. Furthermore, the Contractor and Commissioners recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such documentation of loss, the Contractor expressly agrees to pay the Morrow County Commissioners as liquidated damages the non-penal sum of \$1,500 per day for each calendar day in excess of the authorized Contract Time that work remains incomplete. In addition, the Contractor understands and agrees that:

- a. the Commissioners have the right to deduct from any moneys due the Contractor the amount of said liquidated damages, and
- b. the Commissioners have the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.

This Agreement will be binding on and shall inure to the benefit of the successors and assigns of the parties hereto. This Agreement contains all of the terms, conditions, and representations between the parties hereto unless otherwise specifically set forth herein. This Agreement shall not be amended or supplemented except as may be done in writing and signed by the parties hereto.

The remedies reserved in this Agreement are cumulative and in addition to any remedies provided for in law or equity. No waiver of the breach of any term of this Agreement on any occasion will constitute a waiver of any other provision, any future breach of the same provision, nor constitute a course of dealing contrary to the terms of this Agreement.

All notices and other communications required or authorized must be given either in writing or by personal delivery or by registered mail addressed to the respective party at the address indicated at the beginning of this agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereto set their hand and seals and have executed this Agreement, in quadruplicate, the day and year stated below.

s/Morrow County Commissioners (Owner)

s/Tom E. Whiston

s/Tim D. Abraham

s/Timothy R. Siegfried

s/American Pavements, Inc. (Contractor)

s/Morrow County Auditor

s/Tom Smith, Prosecutor, Approved As To Form

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
 APPROVAL OF CONTRACT BETWEEN MORROW COUNTY COMMISSIONERS AND
 MCGHEE’S TECHNICAL WATER SERVICES, INC FOR THE CONTRACT OPERATIONS
 OF JOHNSVILLE WWTP AND APPROVAL FOR CHAIRMAN TO SIGN: 21-R-709**

Mr. Siegfried made a motion to approve the contract between Morrow County Commissioners and McGhee’s Technical Water Services, Inc. for the contract operations of Johnsville WWTP effective October 1, 2021.

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

This agreement entered into this 29th day of September, 2021 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 1 – 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 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, 2021. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice of intent to terminate. 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.

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

s/Tom E. Whiston, Morrow County Commissioners

Approved As To Form:
s/Tom Smith, Prosecutor

ADDENDUM I
SCHEDULE OF PAYMENT
DATE: October 1, 2021

By both parties executing this Agreement, Morrow County Commissioners [the Systems] agrees to pay MTWSi, \$1,325 (One Thousand Three Hundred and Twenty Five dollars) 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.

**A complete copy of this agreement will be on file with the Morrow County Commissioner's office.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN MORROW COUNTY COMMISSIONERS AND
MCGHEE’S TECHNICAL WATER SERVICES, INC FOR THE CONTRACT OPERATIONS
OF SOMOCO WWTP AND APPROVAL FOR CHAIRMAN TO SIGN: 21-R-710**

Mr. Abraham made a motion to approve the contract between Morrow County Commissioners and McGhee’s Technical Water Services, Inc. for the contract operations of Somoco WWTP effective October 1, 2021.

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

This agreement entered into this 29th day of September, 2021 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 1 – 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

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this agreement is in force, except in those instances for which MTWSi, its employee's and officers would otherwise be liable for any 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, 2021. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days of intent to terminate. 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 VIII – 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.

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

s/Tom E. Whiston, Morrow County Commissioners

Approved As To Form:

s/Tom Smith, Prosecutor

ADDENDUM I SCHEDULE OF PAYMENT DATE: October 1, 2021

By both parties executing this Agreement, Morrow County Commissioners [the Systems] agrees to pay MTWSi, \$1,400 (One Thousand Four Hundred dollars) 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.

**A complete copy of this agreement will be on file with the Morrow County Commissioner's office.

Mr. Whiston duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL OF CONTRACT BETWEEN MORROW COUNTY COMMISSIONERS AND
MCGHEE'S TECHNICAL WATER SERVICES, INC FOR THE CONTRACT OPERATIONS
OF CHESTERVILLE WWTP AND APPROVAL FOR CHAIRMAN TO SIGN: 21-R-711**

Mr. Siegfried made a motion to approve the contract between Morrow County Commissioners and McGhee's Technical Water Services, Inc for the contract operations of Chesterville WWTP effective October 1, 2021.

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

This agreement entered into this 29th day of September, 2021 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 1 – 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 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, 2021. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice of intent to terminate. 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 VIII – 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.

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

s/Tom E. Whiston, Morrow County Commissioners

Approved As To Form:
s/Tom Smith, Prosecutor

**ADDENDUM I
SCHEDULE OF PAYMENT
DATE: October 1, 2021**

By both parties executing this Agreement, Morrow County Commissioners [the Systems] agrees to pay MTWSi, \$2,025 (Two Thousand and Twenty Five dollars) 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.

**A complete copy of this agreement will be on file with the Morrow County Commissioner’s office.

Mr. Abraham duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RECESS SESSION: 21-R-712**

Mr. Abraham made a motion to recess session at 9:19 a.m.

Mr. Siegfried duly seconded this motion.

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

**IN THE MATTER OF
APPROVAL TO RETURN TO REGULAR SESSION: 21-R-713**

Mr. Whiston made a motion to return to regular session at 2:08 p.m.

Mr. Siegfried duly seconded this motion.

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

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

We hereby certify the foregoing to be true and correct.

CHAIRMAN

CLERK

ASSISTANT CLERK

MORROW COUNTY COMMISSIONERS