

Village of Mantua, Ohio
ORDINANCE 2019-02

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CLERK-TREASURER OF THE VILLAGE OF MANTUA TO ENTER INTO A REINSTATEMENT AND FIRST AMENDMENT TO THE WATER AND WASTEWATER SERVICES AGREEMENT WITH PORTAGE COUNTY, AND DECLARING AN EMERGENCY.

WHEREAS, Portage County and the Village of Mantua entered a Water and Wastewater Services Agreement, (“Agreement”), effective July 1, 2018, whereby the Parties agreed that the County would act as Operator of Record for the Village of Mantua’s Water Treatment Plant and Wastewater Treatment Plant, providing necessary services to the Village in accordance with the mutually agreed-upon terms described therein; and

WHEREAS, the Agreement would have terminated in accordance with its terms on December 31, 2018; and

WHEREAS, the Village and the County mutually desire to reinstate the Agreement and the amend the Agreement as provided in the attached “Exhibit A”.

NOW THEREFORE BE IT ORDAINED by the Council of the Village of Mantua, two-thirds or more of the members elected thereto concurring, that:

SECTION 1. This Council hereby accepts the Reinstatement and First Amendment to the Water and Wastewater Services Agreement between the Portage County Board of Commissioners and the Village of Mantua as set forth in “Exhibit A”, attached hereto and incorporated herein by reference for the operation and management of the Village Water and Wastewater treatment plants for the period of three months from January 1 through March 31, 2019, at a cost not to exceed \$ 1,916.67 per week, and authorizes the Mayor and the Clerk-Treasurer of the Village of Mantua to execute the same.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3. This Ordinance is hereby declared an emergency measure in order to execute the herein described Agreement at the earliest possible time in order to provide uninterrupted operation of the Water and Wastewater plants, and shall become effective immediately upon its passage by Council and approval by the Mayor, and to further ensure the health, safety and morals of the Village of Mantua.

PASSED IN COUNCIL this 15th day of January, 2019.

ATTEST:

Linda Clark, Mayor

Jenny August, Clerk-Treasurer

Village of Mantua, Ohio
ORDINANCE 2019-02

I hereby certify that the above Ordinance was posted in the five (5) public notice locations in the Village of Mantua, Ohio on the _____ day of January, 2019.

Jenny August, Clerk-Treasurer

Approved as to Form:

Michele Stuck, Solicitor

**Village of Mantua, Ohio
ORDINANCE 2019-02**

“Exhibit A”

**REINSTATEMENT AND FIRST AMENDMENT TO
WATER AND WASTEWATER CONTRACT SERVICES AGREEMENT
BY AND BETWEEN
PORTAGE COUNTY BOARD OF COMMISSIONERS
AND
VILLAGE OF MANTUA**

This Reinstatement and First Amendment is entered into this ____ day of _____, 2019, by and between the Village of Mantua by its Mayor, duly authorized by the Mantua Village Council by Ordinance No. _____ adopted on the ____ day of _____, 2019, hereinafter referred to as the "Village" and the County of Portage, State of Ohio, duly authorized by its Board of County Commissioners Resolution No. _____ adopted on the ____ day of _____, 2019, hereinafter referred to as the "County" and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and the Village entered a Water and Wastewater Contract Services Agreement, (“Agreement”), effective July 1, 2018, whereby the Parties agreed the County would act as Operator of Record for the Village of Mantua’s Water Treatment Plant and Wastewater Treatment Plant, providing necessary services to the Village in accordance with the mutually agreed-upon terms described therein; and

WHEREAS, the Agreement would have terminated in accordance with its terms on December 31, 2018; and

WHEREAS, the Village and the County mutually desire to reinstate the Agreement and the amend the Agreement as provided below; and

WHEREAS, this Reinstatement and First Amendment, (“First Amendment”), is the first amendment to the Agreement, which has not been previously amended.

NOW, THEREFORE, based upon the foregoing premises and promises contained herein, the Parties agree as follows:

I. Reinstatement of Agreement

The termination of the Agreement is hereby revoked and, except as expressly modified by this First Amendment, the Agreement shall be, and hereby is, reinstated in its entirety and shall be in full force and effect as if the same had never been terminated.

II. Modification to Subsection III.1

Subsection III.1 of the Agreement is removed in its entirety and replaced with the following:

Village of Mantua, Ohio
ORDINANCE 2019-02

1. The Village will be invoiced by the County for services of Licensed Operators, having the minimum requirements of a Class I Drinking Water and a Class II Wastewater Operator certification.
 - a. For the period from July 1, 2018 to December 31, 2018, the maximum rate for services will be One Thousand Four Hundred Sixty-Eight Dollars and Thirty-Two Cents (\$1,468.32) per week including truck and hand tools. Rate shall be set based on actual cost which could be lower based on County staff assigned, in accordance with Exhibit C, attached hereto and made a part hereof.
 - b. For the period commencing January 1, 2019, the maximum rate for services will be One Thousand Nine Hundred Sixteen Dollars and Sixty Seven Cents (\$1,916.67) per week including truck and hand tools. Rate shall be set based on actual cost which could be lower based on County staff assigned, in accordance with Exhibit C*, attached hereto and made a part hereof.

III. Modification to Subsection III.3

Subsection III.3 of the Agreement is removed in its entirety and replaced with the following:

3. Additional Services requested by the Village will be provided at an hourly rate in accordance with the sub-paragraphs hereto. In the event that the work effort requires overtime the Village agrees to accept the increased cost.
 - a. For the period from July 1, 2018 to December 31, 2018, the hourly rate for Additional Services will be as provided in Exhibits D and E, attached hereto and made a part hereof.
 - b. For the period commencing January 1, 2019, the hourly rate for Additional Services will be as provided in Exhibits D* and E*, attached hereto and made a part hereof.

IV. Modification to Section IV

In Section IV of the Agreement, the phrase, “until December 31, 2018,” is removed in its entirety and replaced with the phrase, “until March 31, 2019.”

To the end of Section IV of the Agreement is added the following paragraph:

“The Parties shall meet beginning no fewer than twenty-one (21) days prior to the termination date of this Agreement to develop a mutually-agreed upon plan to wind down the relationship created under this Agreement and transition the performance of the responsibilities described herein accordingly. The County reserves the right to unilaterally develop a reasonable plan for winding down the relationship and transitioning its responsibilities under this Agreement, if seven (7) days prior to the termination date of this Agreement a mutually-agreeable plan has not been consented to by the Parties, evidenced in writing; however, any such plan should

Village of Mantua, Ohio
ORDINANCE 2019-02

incorporate as much of what has been agreed-upon pursuant to such discussion as is feasible, and notice of such plan shall be given to the Village no fewer than three (3) days prior to the termination date. No extension of the termination date shall be made except in accordance with Section VIII of this Agreement; and the waiver of any deviation from this provision shall not be construed as waiving such provision.”

V. Other Terms to Remain in Force

All other terms of the Agreement between the Parties shall remain in force and in effect unless otherwise agreed to in this Reinstatement and First Amendment. To the extent that any provisions of this First Amendment are inconsistent with any of the provisions set forth in the Agreement, the provisions of this First Amendment shall govern and control.

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Village of Mantua, Ohio
ORDINANCE 2019-02

IN WITNESS WHEREOF, the County and Village have caused this Reinstatement and First Amendment to be executed in their respective names by their duly authorized officers as of the date herein above written.

VILLAGE OF MANTUA

PORTAGE COUNTY COMMISSIONERS

Linda Clark, Mayor

Vickie Kline, President

Witness

Sabrina Christian-Bennett, Vice President

PORTAGE COUNTY WATER RESOURCES

Commissioner

Eugene K. Roberts P.E., Director

APPROVED AS TO FORM

APPROVED AS TO FORM

Village Solicitor

Assistant Prosecuting Attorney

CERTIFICATE OF FUNDS

It is hereby certified that the amounts required to meet the contract set forth above for 2019 have been lawfully appropriated, authorized or directed for such purpose and are in the treasury or in the process of collection to the credit of the appropriate fund free from any obligation or certification now outstanding.

Jenny August, Clerk-Treasurer

Date