

RESOLUTION NUMBER 1 - 2026

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ADVANCED WATER AND WASTEWATER OPERATIONS FOR MANAGEMENT OF THE VILLAGES WATER AND WASTEWATER FACILITIES

WHEREAS, Advances Water and Wastewater Operations (AWWWO) presently operates the Village's water and wastewater facilities satisfactorily and affordably.

WHEREAS, AWWWO and the Village would like to enter into an agreement to continue this relationship.

WHEREAS, AWWWO and the Village have negotiated agreeable terms attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Shreve, Wayne County, Ohio, as follows:

Section 1: The Mayor is authorized to execute the agreement attached hereto as Exhibit A and process all documents accordingly to ensure AWWWO may continue to provide the services contemplated in the agreement.

Section 2: This Resolution shall apply retroactively to January 1, 2026.

Section 3: All funding required under this agreement shall be appropriated from the general fund, if not already appropriated.

Section 4: That this Resolution is in the best interests of the Village of Shreve and its residents.

Section 5: That the aforesaid recitals are rendered to be the findings of this Council and are hereby incorporated into this Resolution.

Section 6: That this Council hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

[Signature Page To Follow]

2/16/2026

Approved On

Josiah Martin, Mayor



Heidi Garst,
President of Council

Attestation:

I, Leah Weirick, Fiscal Officer of the Village of Shreve, Wayne County, Ohio do hereby certify that the foregoing Ordinance No. 1 - 2026 is a correct copy of the Ordinance passed by a **majority/two-thirds** vote of members of the members of the Village of Shreve Council, which Resolution was duly passed by the Council of the Village of Shreve, and approved by Mayor of the Village of Shreve, County of Wayne, and State of Ohio on 16 day of, FEBRUARY, 2026 given under my hand the official seal this this 16 day of, FEBRUARY 2026.

by: , Leah Weirick Fiscal Officer

**AGREEMENT BETWEEN THE VILLAGE OF SHREVE AND ADVANCED WATER
AND WASTEWATER OPERATIONS, LLC. FOR WATER AND WASTEWATER
FACILITIES MANAGEMENT**

THIS AGREEMENT made and entered into by and between the Village of Shreve, a municipality under the laws of the State of Ohio, hereinafter referred to as the “Village”, and Advanced Water and Wastewater Operations, hereinafter referred to as “AWWWO”.

WHEREAS, THE Village is the owner of a water and wastewater collection system and treatment facility; and a water distribution system; and,

WHEREAS, the Village desires to enter into a management agreement with AWWWO for operation and maintenance of the Shreve Wastewater Treatment Facility located at 362 Water Street, Shreve, Ohio 44676 (hereinafter “Sanitary Treatment Facility” or “STF”), the Water Treatment Facility located at 798 Pennsylvania Avenue, Shreve, Ohio 44676 (hereinafter “Water Treatment Facility” or “WTF”) (hereinafter both locations jointly “Facility” or “Facilities”) , as well as testing of the water distribution system in accordance with State, Federal, and Local Law; and,

WHEREAS, AWWWO is willing to perform the work required to operate and maintain the water and wastewater treatment facility and operate both as required by OAC Rule 3745-7-03 and 3745-7-04 and any other applicable laws and regulations.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

Section I – Duties and Responsibilities

AWWWO shall:

1. Visit the Facility and check operations as required by OAC Rule 3745-7-03 OR 3745-7-04 and any applicable Federal, State, and Local Law. To be performed 5 days per week, less weekends and Holidays.
2. Perform the technical operation of the Wastewater Facility, including the 20 hours or more of Class II Wastewater operation during weekdays when Village staff is not on-site and 1.5 hours of Class I water hours.
3. Be responsible for process adjustments and the proper operation of the Facilities.
4. Maintain a logbook record of all operational activities at the Facility in accordance with OAC Rule 3745-7-09, and any applicable Federal, State, and Local Law.
5. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and any applicable Federal, State, and Local Law, and instruct the Facility’s maintenance personnel on any of the day-to-day checks as needed.

6. Ensure all necessary laboratory work and process testing is performed by or at the direction of a certified professional operator. The Operator 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 Facility.
7. Ensure sampling and testing are performed on time as required. Testing on-site may include pH, D.O., temp and set tests, ect.
8. Perform administrative duties when submitting and reporting information required by Ohio EPA or any other State or Federal Regulator.
9. Ensure all relevant personnel, including but not limited to the Village and other certified professional operators associated with the Facility, are notified of written correspondence from or to Ohio EPA and/or other State or Federal regulators. Ensure that correspondence from Ohio EPA and/or other State or Federal regulators, including compliance letters, monitoring schedules and relevant permits, are shared between the Facility, the operator and any certified professional operators associated with the Facility.
10. 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.
11. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operations of the Facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the Village by the operator.
12. 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.
13. 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 and all other applicable Federal, State, or Local laws/rules.
14. Provide all insurance, workers compensation, salaries, health benefits, etc. for all employees.
15. Provide a pickup vehicle along with fuel, maintenance and repairs on said units.
16. Provide contractor coordination for items such as meter calibrations, electrical/mechanical repairs, chemical deliveries, ect.
17. Assist in all cleaning of facilities, painting, general maintenance, greasing, oil changes and minor repairs as needed.
18. Assist as necessary in performing all minor repairs and troubleshooting of systems.
19. Coordinate disposal of all biosolids.

20. Pay for all non-essential lab testing equipment.
21. Pay for all biosolids removal.
22. Pay for all office supplies.
23. Bill the Village Monthly.
24. Comply with any requirements and conditions for the operation of the Village's water and wastewater operations as required by any governing agency, including maintaining a Logbook of all operational activities at the facility in accordance with OAC Rule 3745-7-09 and all other applicable laws and regulations. All books and records of AWWWO relating to the Village's system operation shall be readily available for inspection by the Village or any applicable Governmental agency.
25. Manage and operate the Facilities in accordance with the operating and employment procedures adopted by the Village, State of Ohio, and any Federal Regulator.
26. Provide a Superintendent/Operator/Overseer provided by AWWWO who is a State certified Class II wastewater licensed operator and Class I water licensed operator as required by Federal, State, and Local Law.
27. 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.
28. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and all Federal, State, and Local laws including, but not limited to, OAC Chapters 3745, 6111, and 6109.
29. Operate each Facility under the supervision of a Class II State certified wastewater operator and Class I water operator as required by local, State, and/or Federal law.
30. Complete, sign, and submit all necessary governmental agency reporting for the operation of the Facility as required by law which will include, but not be limited to, monthly and annual National Pollutant Discharge Elimination System (hereinafter "NPDES") permit requirements. A copy of all reports shall be submitted to the Village by AWWWO.

The Village shall:

1. Operate and maintain the wastewater collections system outside of each of the Facilities.
2. Operate and maintain the water distribution system outside of each of the Facilities.
3. Provide AWWWO and its authorized agents with access to all property and easements which contain or support the Facilities.
4. Designate the Operator as a contact to also receive ALL Ohio EPA correspondence.

5. Ensure all relevant personnel, including but not limited to other certified professional operators associated with the Facility, are promptly 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 Facility, the Operator and any certified professional operators associated with the Facility.
6. Provide maintenance of the Facility which includes routine and preventative maintenance.
7. Maintain a logbook record of all operational activities at the Facility in accordance with OAC Rule 3745-7-09, and any applicable Federal, State, and Local Law.
8. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and any applicable Federal, State, and Local Law, and instruct the Facility's maintenance personnel on any of the day-to-day checks as needed.
9. Provide the necessary funding for the operation and maintenance of the Facility to keep the Facility in compliance as required by Ohio EPA, or as otherwise required by Federal, State, or Local law.
10. Provide funding required for Village to maintain legal compliance pursuant to reasonable instructions, recommendations, and requirements of AWWWO.
11. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of the Facility as identified by AWWWO, Ohio EPA, or as otherwise required by Federal, State, or Local law.
12. Designate an individual (Manager, Board President, Village, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from the Operator. The Parties agree and understand that under State law all funding not appropriated must first be approved and appropriated by Council.
13. The Facility maintenance personnel may perform duties under the direction of the Operator. Many of the routine duties involved in the operation and maintenance of the Facility include, but are not limited to tap-in inspections, line cleaning and repairs, equipment maintenance and Facility operation.
14. Perform daily visits and testing as needed for the Facility on days when the certified professional operator is not fulfilling the minimum staffing requirements, including all Holidays and weekends.
15. Pay for all lab equipment and surcharges per National Pollutant Discharge Elimination System/City discharge permit requirements.
16. All necessary landscaping and lawn maintenance, including weed control at facilities.
17. Assist in pump removals/repairs as deemed necessary by AWWWO based upon industry requirements and/or standards.
18. Field Off-hour weekend and evening emergency calls prior to involving AWWWO.

19. Take care of all water main breaks.
20. Read water meters, clear sewer clogs, and flush hydrants.
21. Buy all chemicals for both the STF and the WTF.
22. Pay for yearly generator service and flow meter service. These will be scheduled by AWWWO.
23. Assist in pump removals if necessary.
24. Provide a vehicle inside the Village limits for operations, capable of hauling pumps, equipment, and other daily items.
25. Keep up with all Asset Management plan and Backflow Prevention plan requirements per EPA regulations.
26. Provide skid steer and backhoe service as needed from the street department.
27. Provide snow removal for both facilities.
28. Clean sewer lines periodically with Village jetter, or other reasonable methods.
29. Pay for all lab testing for both facilities.
30. Pay for all major repairs at each facility.
31. Pay AWWWO monthly as per AWWWO's present workload.
32. With the assistance of AWWWO, obtain and maintain all necessary licenses, certifications, and accreditations as may be necessary to operate, maintain, and manage the Facility.

General Terms:

1. All supplies and/or services for the Facility, greater than \$100.00 in total amount, which necessitate the utilization of vendors, consultants, and contractors shall be approved by the Village prior to incurring said liability or expense. AWWWO must receive a verbal acceptance from the Village or representative prior to an order being made.
2. All major maintenance and repair work that may be performed on the Facility by AWWWO, including but not limited to, sewer line and manhole repairs and cleaning, pump station repairs, force main repairs, water line repairs and wastewater treatment equipment and pipe repairs during regular business hours M-F from 8 AM to 4 PM, that are not part of a routine schedule or that require labor beyond the scope of daily activities or assistance, shall be paid to AWWWO on the basis of actual time at the rate of \$75.00 per hour per employee of AWWWO or other rates established and agreed to in writing between the parties hereto plus all expenses incurred (subcontractors, materials, and etc.). Additional visits or emergency services performed by AWWWO will be charged at the rate of \$75.00 per hour per employee of AWWWO, plus a \$70.00 service call per emergency. Truck services would be billed portal to portal at \$95.00/HR. Vactor/Super

Sucker services would be billed portal to portal at \$225/HR. The amount of such payment shall be based on material invoices, and time and material log sheets.

3. AWWWO shall log the actual time and materials in an accurate manner. Payment for this work will not be authorized without invoices and log sheets. The operation and routine maintenance responsibilities at the Facility shall be part of AWWWO services and are part of the monthly fee of this Agreement.
4. AWWWO shall be responsible for coordinating the proper disposal of biosolids from the Facility in accordance with the EPA approved NPDES permit schedule. AWWWO will be responsible for all costs associated with the removal of sludge from the Facility, transportation and ultimate disposal. Sludge shall be removed from the Facility on a routine basis such that adequate sludge storage is always available. AWWWO shall be responsible for all EPA reporting concerning the sludge disposal operation.
5. In the event that emergency repairs to the Facility are necessary, a notice of such repairs with estimated expenses shall be issued immediately to the Village when such repairs are expected to exceed One Hundred Dollars (\$100.00). Emergency repairs with an anticipated expense less than above said amount do not require prior notice to perform the work. In all emergency repair situations, an expense summary with all invoices shall be approved by the Village prior to certification of payment of said funds.
6. AWWWO can staff the Holidays listed for an extra \$150.00 per Holiday, given a yearly schedule is provided and at least a one-month notice is provided for any changes in Village staffing. AWWWO presently observes 12 paid holidays as follows: January 1st, Martin Luthur King Jr Day, Inauguration Day, Washingtons Birthday, Juneteenth, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas.
7. Village shall have the right to audit AWWWO's payment related records under this Agreement upon the Village's prior written notice to AWWWO.
8. The Facilities must be operated under the supervision of a Class II State certified wastewater operator and Class I water operator. All necessary laboratory work shall be performed by or at the direction of a certified operator or outside lab. The Village with the assistance of AWWWO will be responsible for obtaining and maintaining all necessary licenses, certifications, and accreditations as may be necessary to operate, maintain, and manage the Facility. The NPDES permit or discharge permit from the Ohio EPA shall be obtained and issued to the Village with the assistance of AWWWO prior to the permit expiration date.

Section II – Pricing

1. AWWWO shall receive \$8,450.00 per month for services rendered under this agreement, including sludge handling and items 1-23 of AWWWO's scope of work.
2. AWWWO shall charge by the hour for all other services not described by this agreement.
3. Net due by 30th of the month following service. A 2% per month finance charge will be charged on all amounts over 30 days from date of invoice.

4. Any invoice outstanding for 60 days or more shall be considered delinquent.
5. Service will be terminated for delinquent accounts.
6. Payments will be applied against the oldest invoice on record.
7. Delinquent accounts must first be cleared before service is resumed.

Section III – Contract Period and Renewal

1. This Agreement shall be for two (2) years commencing January 1, 2026 and expiring December 31, 2027.
2. The Agreement shall continue on a month-to-month basis until rescinded by one party or superseded.
3. This contract may be renewed for these services by mutual written agreement. 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 IV – Mutual Agreement

It is mutually agreed by the Village and AWWWO that both parties will diligently pursue the correction of any deficiencies identified by EPA or other agencies or courts having jurisdictions over the Facility as such corrections fall within each party's area of responsibility. In addition, both parties will diligently pursue the repair or replacement of failed or damaged equipment, machinery, structure, or system components needed for the adequate operation of the Facility.

Section V – Force Majeure

AWWWO shall not be liable to the Village or any user for loss or damage which may result, from the inadequacy of sewer service caused by shortage of labor or material, strikes, war riot, weather conditions, electrical power failures, governmental rules, regulations or orders or judgments of any court specifically halting sewer service, acts of God, or other conditions beyond the reasonable control of AWWWO.

Section VI - Entirety of the Contract

This Contract and any attachments to this Contract represent the entire understanding and agreement between the parties hereto and supersedes any and all prior contracts, whether written or oral, that may exist between the parties regarding the Work.

This Contract may be amended or modified only by written amendment signed by both parties.

Section VII – Termination

The Village shall only have the right to terminate this Contract, with cause, and after at least ten (10) days advance notice in writing to AWWWO. Just cause shall include, but not be limited to, default by AWWWO under this Contract, dereliction of duty, repeated negligence, serious violation of law, repeated violations of laws, etc. The Village may terminate this Contract immediately for conduct by AWWWO or its agent, employees, or subcontractors which poses a

serious risk to life, health, or safety of the community, employees, the Facility, or other persons or infrastructure.

Upon receipt of any such notice, AWWWO shall attempt to correct any and all failures within 30 days; if satisfactorily remediated, Village may elect to rescind termination. If this cannot be accomplished, AWWWO shall cease all work as provided in said notice and this Contract or the Work shall terminate effective the date such notice is received by AWWWO.

AWWWO shall have the right to terminate this Agreement for the following reasons:

1. Village fails to pay their monthly fees for two (2) consecutive months;
2. Village refuses to commence to repair items within three (3) business days of Village's receipt of written notice from AWWWO in said Facility deemed to be unsafe in the opinion of AWWWO or a governmental authority with jurisdiction;
3. Village refuses to comply with an order or directive of a governmental agency having jurisdiction over the Facility;
4. Village should file a petition or otherwise commence or authorize the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or have any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due; or
5. Village is otherwise in default under the terms of this Contract and said default has not been cured within thirty (30) days after written notice of default.

Upon termination of this Agreement and all renewals and extensions thereof, AWWWO will return the Facilities to Village in the same condition as it was upon the effective date of this Agreement, ordinary wear and tear excepted. Equipment and other personal property purchased by AWWWO for use in the operation or maintenance of the Facilities shall remain the property of AWWWO upon termination of this Agreement, unless the property was directly paid for by Village, or Village specifically reimbursed AWWWO for the cost incurred to purchase the property, or this Agreement provides to the contrary.

Section VIII – Stop Work Orders

1. The Village may issue stop work orders to AWWWO as necessary to accomplish Village business, when a disagreement regarding processes arises between AWWWO and the Village, or when a regulatory body identifies a problem at either Facility. AWWWO may be compensated for lost time.

Section IX - Binding Effect And Third-Party Beneficiaries

All rights conferred by this Contract shall be binding upon, inure to the benefit of, and be enforceable by or against the respective successors and assigns of the parties hereto.

The provisions of this Contract are solely for the benefit of the parties hereto and their respective successors and assigns (but in the case of assigns, so long as any such assignment has been made

in accordance with this Contract), and no other person or entity has any remedy, claim, liability, action or other right under this Contract.

Section X - Assignment

Neither the Village nor AWWWO shall assign, sublet or transfer its or their interest in this Agreement, in whole or in part, without the prior written consent of the other party thereto. AWWWO shall provide written notice to the Village in the event the entity holding a controlling ownership interest in AWWWO changes; the Village may terminate this Contract within 90-days of receiving said written notice.

Section XI – Indemnification

The Villages hereby indemnifies and holds harmless AWWWO, its employees, agents, operators, officers, board members, and assigns from and against any loss, charge, claim, cost or cause of action of whatever nature which directly arises out of Village's negligent acts arising out of the Agreement, except to the extent such liability arises out of AWWWO, its employees, agents, operators, officers, board members, and assigns negligence or willful misconduct or if AWWWO, its employees, agents, operators, officers, board members, and assigns 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. AWWWO hereby indemnifies and holds harmless the Village, its employees, agents, operators, officers, council members, and assigns from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation, maintenance and management of the Facility, except to the extent such liability or damages arise out of Village's, its employees, agents, operators, officers, council members, and assigns sole negligence or if Village, its employees, agents, operators, officers, council members, and assigns 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.

AWWWO shall indemnify and hold harmless Village from and against all mechanic's and materialman's liens which may be filed against the Facilities as a direct result of the performance of the services by AWWWO hereunder, and AWWWO shall cause any such lien to be discharged of record through bonding or otherwise within thirty (30) days of the date of filing of such lien of record.

Indemnity agreements provided for in this Agreement shall survive the termination of the Agreement, for the period of time allowed by the applicable statute of limitation during which the claim creating the indemnity obligation may be filed with a court of competent jurisdiction.

Section XII – Liability For Civil Penalties

1. AWWWO LIABILITY FOR CIVIL PENALTIES. AWWWO shall be liable for those fines or civil penalties imposed by a regulatory or enforcement agency for violations occurring during AWWWO's present service at the Facility, past service at the Facility, and on or after the effective date of this Agreement of the effluent quality requirements required by the Ohio EPA, resulting from the negligent acts, failure to act or willful

misconduct of AWWWO. Village will assist AWWWO in contesting any such fines in administrative and/or court proceedings prior to any payment by AWWWO. AWWWO shall pay the cost of any such contest, including but not limited to, reasonable attorneys' fees and court costs.

2. VILLAGE LIABILITY FOR CIVIL PENALTIES. Village shall be liable for those fines or civil penalties imposed by any regulatory or enforcement agencies on Village and/or AWWWO that are not required to be borne by AWWWO as in the preceding paragraph.

Section XII – Notification Of Ohio EPA

AWWWO will provide the Ohio EPA with signed copies of this agreement upon request. The Operator in conjunction with AWWWO, 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 Facility hereby consents to providing this information to the Ohio EPA.

Section XIII – 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. Any claim(s) must be litigated in the Courts of Wayne County, Ohio. The Parties shall attempt mediate their disputes at the soonest available opportunity if an action is filed.

Section XIV- Construction Of Agreement

This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been prepared by one of the parties. This agreement was prepared jointly between the Parties.

Section XV – Non-Assignability

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

Section XVI – Non-Solicitation Clause

During the term of this agreement, and for a period of 1 year immediately thereafter, the Village and Contractor agree not to directly or indirectly, solicit or attempt to solicit any employee or independent contractor [i.e., operator(s)] associated with AWWWO to breach an employment, contractual or other relationship with AWWWO.

Section XII – Severability

The provisions of this Contract are severable, and if any clause or provisions hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Contract in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in

applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

Section XVIII – Waiver

Any waiver by either party of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing and signed by the parties. Party's consent to delay in the performance by the other party of any obligation shall not be applicable to any other obligation. Delay in the enforcement of any remedy in the event of a breach of any term or condition, or in the exercise by either party of any right shall not be construed as a waiver of such remedy or right.

Section XVII – Entire Agreement

This Agreement, including any Appendices attached hereto, sets forth the entire and complete understanding between the parties as of the date of this Agreement and supersedes any and all agreements and representations made or dated prior hereto. This Agreement may be modified only by a written agreement signed by both parties.

Section XVIII – Confidentiality

To the extent permissible by law, AWWWO or Village may from time to time disclose to the other party confidential information relating to the provision of services or the terms of this Agreement ("Confidential Information"). Neither party will disclose Confidential Information of the other to any third party or use such Confidential Information for any purpose other than as specified herein, without the express written consent of the other party. Confidential Information does not include information: (a) generally available to or known to the public; (b) previously known to the recipient; (c) independently developed by the recipient outside the scope of this Agreement; (d) lawfully disclosed by a third party; or (e) required to be disclosed by operation of law. Upon any termination or expiration of this Agreement in accordance with its terms, each party will, within a reasonable period of time thereafter return all confidential or proprietary information received from the other party under the terms of this Agreement, except that each party may retain a legal file copy. AWWWO and Village shall designate information as "Confidential" by placing the word "Confidential" on the page(s) containing information claimed as Confidential.

AWWWO understands and agrees that the Village is a political subdivision subject to Ohio's Public Records Act. AWWWO understands and agrees that certain information that would otherwise be private, confidential information in a private contract may be subject to release under Ohio's Public Records Act.

Section XIX – Notices

All notices, demands and communications from one party to the other shall be sent in writing and delivered by any recognized means of trackable delivery, including electronically via email, to the persons and addresses listed below unless an original signature is required or requested due to the nature of the document:

Notices For AWWWO shall be delivered to:

Jed Hendershot
Jed.AWWWO21@gmail.com
2646 County Road 175
Loudonville, Ohio 44842

Notices for the Village of Shreve shall be delivered to:

Josie Hughes
Village Administrator
administrator@shrevevillagehall.org
150 W. McConkey St
Shreve, OH 44676

Signatures of Parties

Both parties agree to accept this contract for a period of two years beginning on the date of January 1st, 2026 and running thru December 31st, 2027. If sludge production increases with the installation of the new treatment plant, AWWWO and Village will discuss altering contract pricing.

FOR AWWWO:




Jed Hendershott, President, AWWWO

01-01-2026

Date

FOR THE VILLAGE OF SHREVE:



Josiah Martin, Mayor of the Village of Shreve

2-16-26

Date

As to Form Only:

Village Solicitor / Assistant Village Solicitor

**Not Effective Until Approved By Village Council And Fiscal Officer Certificate Attached
As Required By Law.**