

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 10, 2014

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present:  
Gary Merrell, President  
Dennis Stapleton, Vice President  
Ken O'Brien, Commissioner

RESOLUTION NO. 14-237

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 6, 2014:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on March 6, 2014; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion                      Mr. Merrell              Aye              Mr. O'Brien              Aye              Mr. Stapleton              Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 14-238

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0307:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0307 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
USA Bluebook	Electric Valve Operator	66211904-5450	6295.00
Auditor of State	State Audit	10011102-5301	6,531.00

<b>PR</b>	<b>Vendor Name</b>	<b>Line Description</b>	<b>Line Account</b>	<b>Amount</b>
<b>Number</b>				
<b>- SERVICE AND CHARGES</b>				
R1402922	Carrier Corporation	Service Agreement 2014-Parts	1011105-5201	860.00
R1402922	Carrier Corporation	Service Agreements 2014- Labor	10011105-5328	5090.00

Vote on Motion                      Mr. Stapleton              Aye              Mr. Merrell              Aye              Mr. O'Brien              Nay

RESOLUTION NO. 14-239

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

Environmental Services is requesting that Walter Pollock attend the Simplified Methods for Nutrient Testing training hosted by Hach in Sandusky, Ohio on March 19, 2014 at the cost of \$125.00 from org key 66211901-5305.

Environmental Services is requesting that Mark Chandler and Tiffany Jenkins attend the 2014 Government Affairs Specialty Workshop in Lewis Center, Ohio on March 13, 2014 at the cost of \$300.00 from org key 66211901-5305.

Environmental Services is requesting that Cory Smith and Walt Thompson attend the OTCO 51<sup>st</sup> Annual Wastewater Workshop  
In Columbus, Ohio on March 25, 2014 at a cost of \$330.00 from org key 66211901-5305.

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Environmental Services is requesting that Chad Kidd attend the OTCO 51<sup>st</sup> Annual Wastewater Workshop in Columbus, Ohio on March 26, 2014 at a cost of \$165.00 from org key 66211901-5305.

Environmental Services is requesting that William Brutchey, James Carey, Mark Chandler, John Darrough, John Garrett, Brian Keener, Stephen Rossette, Todd Ward, Jason Watts and Marshall Yarnell attend the OTCO 51<sup>st</sup> Annual Wastewater Workshop in Columbus, Ohio on March 25-26, 2014 at a cost of \$2,850.00 from org key 66211901-5305.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

**PRESENTATION DAN SULLIVAN, DIRECTOR, MEMORIAL TOURNAMENT**

**RESOLUTION NO. 14-240**

**IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS DEL-CR5-6.25, SOUTH SECTION LINE ROAD BRIDGE PROJECT:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

**DEL-CR5-6.25, South Section Line Road Bridge Project  
Bid Opening of February 18, 2014**

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to The Crawford Construction Company, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Crawford Construction for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and The Crawford Construction Company for DEL-CR5-625, South Section Line Road Bridge Project:

**CONTRACT**

THIS AGREEMENT is made this 10<sup>th</sup> day of March, 2014 by and between **The Crawford Construction Company, Inc., 782 Charles Street, PO Box 148, Galion, Ohio 44833**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"DEL-CR5-6.25, South Section Line Road Bridge Project"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

**ARTICLE 2. The Contract Price**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Three Hundred Thirty-Nine Thousand Seven Hundred Fifty-Eight Dollars and Thirty-Five Cents (\$339,758.35)**, subject to additions and deductions as provided in the Contract Documents.

**ARTICLE 3. Contract**

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

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This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Merrell      Aye

RESOLUTION NO. 14-241

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT FOR THE PROJECT  
KNOWN AS DEL-TR165-00.00, BURNT POND ROAD OVER REYNOLDS RUN:

It was moved by Mr. Stapleton seconded by Mr. O'Brien to approve the following:

DEL-TR165-00.00, Burnt Pond Road over Reynolds Run  
Bid Opening of February 18, 2014

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to R. W. Robinson, Inc., DBA Terra Valley Excavating, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with R. W. Robinson for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and R. W. Robinson, Inc., DBA Terra Valley Excavating for DEL-TR165-00.00, Burnt Pond Road over Reynolds Run

CONTRACT

THIS AGREEMENT is made this 10<sup>th</sup> day of March, 2014 by and between **R.W. Robinson, Inc., DBA Terra Valley Excavating, PO Box 325, 87 East Street, Bellville, Ohio 44813**, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **"DEL-TR165-00.00, Burnt Pond Road over Reynolds Run"**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Four Hundred Twenty-Three Thousand Three Hundred Thirty-Eight Dollars and Seventy-Five Cents (\$423,338.75)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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Vote on Motion                    Mr. O'Brien            Aye            Mr. Merrell            Aye            Mr. Stapleton            Aye

RESOLUTION NO. 14-242

IN THE MATTER OF APPROVING RIGHT OF WAY WORK PERMIT SUMMARY SHEET:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following work permits:

Whereas the below requests to perform work within the right-of-way have been reviewed and approved by the Delaware County Engineer;

Now Therefore Be It Resolved that the following permits are hereby approved by The Board of Delaware County Commissioners

Permit #	Applicant	Location	Type of Work
U14-013	Del-Co Water Company	Vans Valley Road	Relocate waterline
U14-014	Columbia Gas of Ohio	Bradford Court	Install gas main
U14-015	Columbia Gas of Ohio	Carriage Road	Relocate gas main

Vote on Motion                    Mr. Merrell            Aye            Mr. O'Brien            Aye            Mr. Stapleton            Aye

RESOLUTION NO. 14-243

IN THE MATTER OF AWARDED A BID AND APPROVING A CONTRACT FOR THE PROJECT KNOWN AS DEL-CR183-4.00 BOX CULVERT SUPPLY BID, HOSKINS ROAD BRIDGE

It was moved by Mr. Stapleton seconded by Mr. O’Brien to approve the following:

DEL-CR183-4.00 Box Culvert Supply Bid, Hoskins Road Bridge  
Bid Opening of February 18, 2014

Whereas, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Contech Engineered Solutions, LLC, the low bidder for the project. A copy of the bid tabulation is available for your information; and

Whereas, also available are two copies of the Contract with Contech for your approval. All necessary documentation for this approval has been received (Certification/Affidavit in Compliance with O.R.C. Section 3517.13, etc.), and

Whereas, the County Engineer recommends approval of the Contract between the Delaware County Commissioners and Contech Engineered Solutions, LLC for DEL-CR183-4.00 Box Culvert Supply Bid, Hoskins Road Bridge

CONTRACT

THIS AGREEMENT is made this 10<sup>th</sup> day of March, 2014 by and between **Contech Engineered Solutions LLC, 9025 Centre Pointe Drive, Suite 400, West Chester, Ohio 45069**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project named **“DEL-CR183-4.00 Box Culvert Supply Bid, Hoskins Road Bridge”**, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed ***Eighty-Five Thousand Dollars (\$85,000)***, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement

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- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

Vote on Motion   Mr. Merrell      Aye                      Mr. Stapleton      Aye      Mr. O’Brien      Aye

**RESOLUTION NO. 14-244**

**IN THE MATTER OF APPROVING A CONTRACT WITH SCIOTO ENERGY FOR ELECTRIC PROCUREMENT AND RELATED SERVICES FOR DELAWARE COUNTY:**

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following contract:

Whereas, the Facilities Supervisor recommends approval of the contract between the Delaware County Board Of Commissioners and Scioto Energy;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract with and Scioto Energy.

**Delaware County Board of Commissioners  
Contract**

This Contract made by and between:

**New River Group LLC d/b/a Scioto Energy  
4041 N High St., Suite 202  
Columbus , OH 43214**

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

**ARTICLE 1**

1.1 The Contractor shall provide the goods and/or services described in the Request For Qualification Documents, which are hereby incorporated by reference, and as necessary to produce the results intended by the RFQ Documents for:

**ELECTRIC PROCUREMENT AND RELATED SERVICES**

**ARTICLE 2**

2.1 The Contractor will receive \$0.001/kWh for professional services as related to the procurement of electric generation on the open market and as set forth in the RFQ Documents. This fee will be included in the negotiated rate of the winning supplier, and paid directly to the Contractor by the winning supplier as the Owner pays its respective electric invoice(s).

**ARTICLE 3**

3.1 The original term of this contract shall be for three (3) years, beginning March 17, 2014, and ending March 16, 2017.

3.2 This Contract may be renewed at the end of the original period or any renewal period for up to three (3) additional one (1) year periods, if agreed upon in writing by both parties.

3.3 The Owner may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Contractor fail to provide the quality of goods and/or service(s) as specified, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Owner may, at its sole option,

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terminate this Contract with the Contractor effective immediately upon written notice of its intent to do so. The Owner shall not be liable for payment of goods or services provided after the effective date of termination. The Owner shall pay all fees earned and costs and non-cancelable commitments incurred prior to termination. The Contractor shall be paid for work completed and services performed up to the time of notice and in the event it is allowed to complete, commenced projects shall be compensated at the rate and terms provided in Article 2. Payments will only be made through the winning supplier's invoices as dictated in Article 2, not by the Owner directly.

**ARTICLE 4**

- 4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Owner and the Contractor. The RFQ Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Owner, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Owner by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Owner.
- 4.5 Insurance:
- 4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.
- 4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.
- 4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.7 For all services being provided under this Contract, the Owner shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

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4.8 The Contract shall be binding on the Contractor and the Owner, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Owner.

4.9 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Owner.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

Vote on Motion Mr. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 14-245

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HARLEY W. GREENWALT FOR BACKUP ELECTRICAL INSPECTION SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioner approve the following Agreement with Harley W. Greenwalt for Backup Electrical Inspection Services.

**BACKUP ELECTRICAL INSPECTION AGREEMENT**

**Section 1 – Parties to the Agreement**

This Agreement is made and entered into this 10th day of March, 2014, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Harley W. Greenwalt, 1123 Markworth Court, Westerville, Ohio, 43081 (“Contractor”).

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Code Compliance Department Supervisor as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, backup electrical inspection services. Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Contractor shall, for the life of the agreement, maintain the certification as electrical safety inspector issued by the

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State of Ohio.

Contractor shall, for the life of the agreement, maintain a valid driver's license.

Contractor shall supply all code resources, equipment, tools and vehicle to accomplish the work.

Services provided shall include, but not limited to, performing the necessary electrical inspection of both temporary and permanent electrical services and the upgrading of existing electrical services; rough and final electrical inspections for newly constructed commercial structures and single family dwellings; the necessary electrical inspections of alterations and additions to commercial and residential structures and, in general, the necessary electrical inspections for any work that is electrical in nature for which a permit or technical evaluation is required.

County shall provide the list of daily inspections to the Contractor.

County shall provide all clerical services.

Inspection documentation and disposition of inspection shall be made on forms provided by the County. The necessary procedure for inspection documentation shall be established by the County.

All permits, registrations, fees, etc. shall be issued and/or collected by the County.

Complaints and/or disputes resulting from the provided service(s) will be reported immediately to the County. The County shall provide for the appeal mechanism for all disputes and complaints.

**Section 4 – Compensation**

The County shall pay to the Contractor \$50/hour plus mileage reimbursement of \$0.50/mile.

**Section 5 – Payment**

Total payments pursuant to this Agreement shall not exceed \$10,000.00.

The Contractor shall invoice the County monthly for services rendered through the previous month, and the County agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a fully itemized account of the services performed. Invoices shall indicate the permit number, project address, the dates of service, the type(s) of inspection performed, the mileage (if applicable), and the time spent on each inspection. The Contractor shall provide any additional supporting documentation upon the County's request. The County reserves the right to contest any portion of any submitted invoice that does not conform to the terms of this Agreement or appears to be fraudulent.

**Section 6 – Term**

This Agreement shall take immediate effect upon execution, and be in effect for one year.

**Section 7 – Insurance**

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 7.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 7.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2.
- 7.5 Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements listing the additional insured as required in Subsection 7.4. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs,



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expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Contractor ordering termination of Work. The Contractor shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Contractor shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties in writing.

**Section 11 – Miscellaneous Terms & Conditions**

- 11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 11.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 **Non-Discrimination/Equal Opportunity:** Contractor certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 11.8 **Independent Contractor:** The Parties acknowledge and agree that Contractor is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder.

The County is a public employer as defined in R.C. § 145.01(D). The County has classified Contractor as an independent contractor or another classification other than public employee. As a result, no contributions will be made to the Ohio Public Employees Retirement System ("OPERS") for or on behalf of Contractor for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Contractor acknowledges and agrees that the County, in accordance with R.C. § 145.038(A), has informed it of such classification and that no contributions will be made to OPERS. In support of being so informed

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and pursuant to R.C. § 145.038, Contractor agrees to and shall complete an OPERS Independent Contractor Acknowledgement Form (“Form”). The Form is attached hereto and by this reference is incorporated as a part of this Agreement. The County shall retain the completed Form and immediately transmit a copy of it to OPERS.

Furthermore, Be It Resolved that the Board of County Commissioners approve a purchase order with Harley W. Greenwalt in the total amount of \$10,000.00 from org key 10011301-5301.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

RESOLUTION NO. 14-246

IN THE MATTER OF WAIVING THE DELAWARE COUNTY PORTION OF TIPPING FEES AT THE SOLID WASTE TRANSFER STATION TO SUPPORT LITTER CONTROL CAMPAIGNS:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of County Commissioners of Delaware County own the Delaware County Solid Waste Transfer Station; and

WHEREAS, the Delaware General Health District has requested that the Board of County Commissioners waive its portion of the Solid Waste Transfer Station tipping fees in support of litter control campaigns; and

WHEREAS, these litter control campaigns include support of Keep Delaware County Beautiful, an affiliate of Keep America Beautiful to promote the Great American Cleanup, the Olentangy River Sweep, and the Scioto River Sweep; and

WHEREAS, the Board of County Commissioners of Delaware County has waived its portion of Solid Waste Transfer Station tipping fees in support of these initiatives in past years.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby waive The Delaware County portion of the Solid Waste Transfer Station tipping fees in support of the aforementioned programs effective April 1, 2014 to June 30, 2014 for the Great American Clean Up, and yet to be determined dates for the Olentangy Watershed Spring River Sweep and the Scioto River Valley Federation River Sweep in the early fall.

Vote on Motion                      Mr. Merrell              Aye              Mr. Stapleton              Aye              Mr. O'Brien              Aye

RESOLUTION NO. 14-247

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE BUILDING AND GROUNDS TECHNICIAN WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Building and Grounds Technician with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Building and Grounds Technician with Environmental Services.

<b>Job Title:</b>	Building and Grounds Technician	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00 am – 3:00 pm Mon - Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for maintaining buildings and grounds, and performing minor mechanical repairs within the DCRSD. Individual reports to the Operations Manager.			
<b>Job Standards</b>			
A high school diploma or equivalent is required.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
Within one-year of employment, must obtain Ohio Department of Agriculture (Commercial Applicator License) in			

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addition to required endorsements.
OEPA Wastewater Operator or Collection System Operator Certification is preferred.
All required licenses and certifications must be maintained as a condition of continued employment.
<b>Job Description</b>
<b><u>ESSENTIAL JOB FUNCTIONS:</u></b> <ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Mows grounds with riding/push mower, trims shrubs and bushes with lawn equipment;</li><li>▪ Plants and weeds flower beds, fence lines and spreads mulch and grass seed;</li><li>▪ Removes snow and ice from walkways, drives, ramps, steps, and porches;</li><li>▪ Reads and interprets blueprints;</li><li>▪ May be assigned as a relief Regional Wastewater Facility Operator following all required job functions of said position;</li><li>▪ Moves equipment and furniture;</li><li>▪ Sweeps, mops, strips, waxes and polishes floor surfaces;</li><li>▪ Replaces light bulbs and ballasts as needed;</li><li>▪ Checks, maintains, replaces batteries, light bulbs, etc., in emergency lights and exit signs;</li><li>▪ Performs visual checks, removal, and replacement of fire extinguishers;</li><li>▪ Applies finishes such as latex and oil base paints, varnishes, stains, Urethanes and epoxies for both interior and exterior locations;</li><li>▪ Utilizes skills in preparing surfaces by washing, power spraying, sanding, grinding, and chemical stripping;</li><li>▪ Performs miscellaneous projects utilizing hand tools and safety equipment;</li><li>▪ Responsible for the general upkeep of interior and exterior of buildings within the DCRSD;</li><li>▪ Cleans and maintains assigned work areas;</li><li>▪ Overtime as required;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>
<b><u>NON-ESSENTIAL JOB FUNCTIONS:</u></b> <p>Performs any related non-essential functions as required.</p>
<b><u>I. SKILLS AND KNOWLEDGE:</u></b>
<b>Equipment:</b> <ul style="list-style-type: none"><li>▪ Use hand tool, e.g., tree trimmers, ladders, scaffolds, grease gun, tire pump, battery charger, handsaw, hand trimmers, electrical equipment such as a hand held multi meter;</li><li>▪ Ability to use power tools including, but not limited to, drills, circular saws, jig saw, portable sanders, floor buffer, carpet sweeper;</li><li>▪ Ability to use machinery including but not limited to, lawn roller, weed eater, lawn mower, chain saw, tractor, rotary tiller, gas powered trimmers, skid steer, forklift, aerial lift platform;</li><li>▪ Ability to maintain all painting equipment such as paint brushes, rollers, spray guns, etc. by using certain chemicals and solvents;</li><li>▪ Individual must utilize safety equipment such as ear protection, gloves, glasses, mask respirator, hardhat, safety harness and other equipment necessary to perform duties.</li></ul>
<b>Critical Skills/Expertise:</b> <ul style="list-style-type: none"><li>▪ Ability to operate equipment necessary to maintain buildings and grounds;</li><li>▪ Knowledge and ability to safely operate tractor;</li><li>▪ Knowledge of mixing gas for gas powered equipment and general maintenance and care for equipment;</li><li>▪ General knowledge of rules, regulations, and guidelines regarding maintaining buildings and grounds practices and procedures;</li><li>▪ Ability to follow written instructions regarding proper use and care of power equipment, and preparation, storage, and proper use of cleaning agents;</li><li>▪ Ability to incorporate basic housekeeping skills to the job;</li><li>▪ Ability to apply paints &amp; stains properly;</li><li>▪ Ability to apply basic project cost estimates;</li><li>▪ Ability to work with 120 volt, single phase circuits;</li><li>▪ Ability to define and solve problems collects data, establish facts, draw valid conclusions using judgment, and analytical skills;</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Ability to communicate effectively, both orally and in writing;</li><li>▪ Knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Ability to distinguish the different locations of each facility in the district and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>▪ Thorough knowledge and adherence to follow safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul>

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<b>II. RESPONSIBILITY:</b> Individual is given general direction in following established practices and policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.
<b>III. PHYSICAL EFFORT:</b> <b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds. <b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking. <b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.
<b>IV. WORKING CONDITIONS:</b> Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.
<b>V. PERSONAL WORK RELATIONSHIPS:</b> Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.

Vote on Motion                      Mr. Stapleton     Aye     Mr. O'Brien     Aye     Mr. Merrell     Aye

RESOLUTION NO. 14-248

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CHEMIST WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Chemist with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Chemist with Environmental Services.

<b>Job Title:</b>	Chemist	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00 pm Mon – Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual performs special and complex chemical, bacteriological and physical analysis on untreated/ treated wastewater, sludge, and river water. Individual reports to the Operations Manager.			
<b>Job Standards</b>			
A high school diploma or equivalent is required. Two years of higher education in areas of chemistry or biology is preferred.			
Ohio EPA Class I Wastewater Operator Certificate is preferred.			
Ohio Water Environment Association Class 1 Wastewater Analyst Certificate is to be obtained within two years of eligibility as set by the OWEA.			
Possession of a valid Ohio Driver's License and an acceptable driving record is required. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
All required licenses and certifications must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b>ESSENTIONAL FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Performs routine analysis using approved standard operating procedures and recording of data on samples reflecting continued operation of the treatment plant and NPDES reporting including carbonaceous biochemical oxygen demand, chemical oxygen demand, ammonia, nitrate, hardness, total dissolved solids, total suspended solids, phosphorus, e-coli, fecal coliform, and oil and grease;</li></ul>			

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<div><ul style="list-style-type: none"><li>▪ Performs analytical testing of collected samples for biochemical oxygen demand and total suspended solids as required by the Commercial Surcharge Sampling Resolution;</li><li>▪ Performs microbiological examination;</li><li>▪ Calibrates, operates, and maintains complex laboratory equipment;</li><li>▪ Identifies and classifies aquatic organisms with a microscope;</li><li>▪ Establishes procedures for the evaluation of facility process chemicals;</li><li>▪ Instructs facility personnel in use of laboratory equipment and performance of analyses;</li><li>▪ Orders, inventories, records, and stocks laboratory chemicals and supplies;</li><li>▪ Understands and enforces the Laboratory Chemical Hygiene Plan;</li><li>▪ Conducts inspection of assigned work areas and participates in laboratory audits, as required;</li><li>▪ Conducts laboratory testing procedures to determine condition of sludge and to help determine the quantity of waste sludge;</li><li>▪ Uses analytical methods and laboratory equipment to measure oxygen, chlorine, pH levels and/or other analytes in the effluent and throughout other stages of the process;</li><li>▪ Retrieves samples from various points of effluent flow for collection of composite samples and to analyze for dissolved oxygen, pH, chlorine residuals, and/or other analytes, as required;</li><li>▪ Cleans and maintains assigned areas;</li><li>▪ Overtime as required;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul></div>
<div><p><b>NON-ESSENTIAL JOB FUNCTIONS:</b> Performs any related non-essential functions as required.</p><p><b>SKILLS AND KNOWLEDGE:</b> <b>Equipment:</b></p><ul style="list-style-type: none"><li>▪ Individual uses the following equipment including, but not limited to, glassware, pipets, aspirator, vacuum pump, microscope, chemicals, chemical reagents, laboratory grade deionized water, refrigerator, fume hood;</li><li>▪ Ability to operate including, but not limited to, computers and printers, operate calibrate programmable spectrophotometer, autoclave, balance, ovens, distillation unit, hot plates, meters, probes, incubators and other equipment necessary to perform duties;</li><li>▪ Individual also uses the following for safety protection including, but not limited to, rubber gloves, eye protection, earplugs and respirators.</li></ul><p><b>Critical Skills/Expertise:</b></p><ul style="list-style-type: none"><li>▪ Ability to learn new techniques as required;</li><li>▪ Ability to maintain records and prepare reports;</li><li>▪ Ability to operate a computer;</li><li>▪ Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;</li><li>▪ General knowledge and ability to be trained in microbiology;</li><li>▪ General knowledge of principles, practices, and methods of chemistry;</li><li>▪ General knowledge of bacteriology;</li><li>▪ General knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>▪ Chemist shall become familiar with the plant NPDES permit and shall coordinate, schedule, and collect the appropriate samples for testing per the plant NPDES permit. Chemist shall perform analytical testing on the collected samples or submit to an approved subcontract laboratory per the established Standard Operating Procedures (SOP) and have available the results of the testing for quality control review by the supervisor in a timely manner and in compliance with the NPDES permit reporting schedule;</li><li>▪ Thorough knowledge and adherence to follow safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul><p><b>II. RESPONSIBILITY</b> Individual is given general direction in following established practices and policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p><p><b>III. PHYSICAL EFFORT</b> <b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p><p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p><p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.</p></div>

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<p><b>IV. <u>WORKING CONDITIONS</u></b></p> <p>Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p> <p><b>V. <u>PERSONAL WORK RELATIONSHIPS</u></b></p> <p>Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.</p>
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Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Aye              Mr. Stapleton              Aye

RESOLUTION NO. 14-249

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE COLLECTION SYSTEM  
TECHNICIAN WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Collection System Technician with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Collection System Technician with Environmental Services.

<b>Job Title:</b>	Lead Collection System Technician	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00 pm Mon - Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for assisting management in the maintenance of the Collection Systems and the protection against any unauthorized discharges to protect water quality. Individual reports to the Collection System Manager.			
<b>Job Standards</b>			
A high school diploma or equivalent and three years experience in a wastewater treatment facility combined with the demonstrated ability to manage and lead subordinate personnel required.			
Operator must have a valid Ohio Driver's License, CDL class B with necessary endorsements, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
An Ohio EPA Class II Wastewater Collection System Operator Certificate, or an Ohio EPA Class II or III Wastewater Operator Certificate and Pipeline Assessment Certification Program, Manhole Assessment Certification Program, and Lateral Assessment Certification Program certifications are required.			
All required licenses and certifications must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b><u>ESSENTIAL JOB FUNCTIONS:</u></b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Oversees the completion of projects and work orders as assigned by the Collection System Manager.</li><li>▪ In the absence of Manager, distribute work orders as needed;</li><li>▪ Plans, collects quotes, orders parts, and other aspects of completing procurement for projects;</li><li>▪ May be assigned to serve as the operator of record or backup, as required, if individual possesses appropriate license;</li><li>▪ Plans and schedules the preventative sewer cleaning program and providing for emergency cleaning and repair as required;</li><li>▪ Implements, updates and manages the DCRSD Fat, Oil and Grease (FOG) program;</li><li>▪ Inspects the existing sewer system for Inflow &amp; Infiltration (I &amp; I), blockages, and odors;</li><li>▪ Reads and interprets blueprints, standard drawings and equipment manuals;</li><li>▪ Repairs manholes and perform routine maintenance on wet wells, force mains and gravity lines;</li><li>▪ Maintains the grounds throughout the DCRSD including but not limited to Regional plants, package plants, Pump Stations, and Sewer Easements;</li><li>▪ Operates collection system equipment; e.g. Vac Truck, Jet truck, Sewer Camera systems, Air release valves, and in-line valves;</li><li>▪ Follows safety practices as outlined by the County, e.g. Arc flash safety, chemicals and associated SDS, Lock Out/Tag Out, Confined Space, CPR and first aid training, gas monitoring equipment, safe climbing practices, forklift operation, crane operation, etc.;</li><li>▪ Responds to declared county emergencies and other emergency situations that may require the use of equipment to protect the public health;</li><li>▪ Maintains readiness and properly uses portable generators, portable pumps, and all other emergency response equipment;</li><li>▪ Thorough ability to operate, calibrates, and maintains chemical feed systems for odor control throughout the</li></ul>			

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<div>DCRSD;</div> <div><ul style="list-style-type: none"><li>▪ Performs composite sampling at site locations of industrial/commercial accounts per approved standard operating procedures;</li><li>▪ Maintains accurate and up-to-date recordkeeping of sampling events and documentation to support proper Chain-of-Custody procedures;</li></ul></div>
<div><b>ESSENTIAL JOB FUNCTIONS CONTINUED:</b></div> <div><ul style="list-style-type: none"><li>▪ Ability to perform analytical testing of collected samples for biochemical oxygen demand and total suspended solids when necessary;</li><li>▪ Performs site surveys of potential new accounts for the Commercial Surcharge Program;</li><li>▪ Assist the Sanitary Engineer’s office to insure the proper installation of approved sampling locations;</li><li>▪ Conducts inspection of assigned work areas;</li><li>▪ Clears blocked sewer lines;</li><li>▪ Uses specialty equipment to perform routine maintenance throughout the DCRSD;</li><li>▪ Perform mainline point repairs;</li><li>▪ Creates, reviews, and implements Work Zone safety plans including but not limited to road closures, lane restrictions and right of way work;</li><li>▪ Overtime as required;</li><li>▪ Ability to use computer programs such as Microsoft Word, Excel, Access, Outlook and other asset management software</li><li>▪ Regularly cleans the field sampling equipment, maintains, and orders replacement parts, as needed;</li><li>▪ Maintains the field sampling work area, assigned work area and the laboratory and leaves in a clean and orderly manner;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul></div>
<div><b>NON-ESSENTIAL JOB FUNCTIONS:</b></div> <div>Performs any related non-essential functions as required.</div>
<div><b>I. SKILLS AND KNOWLEDGE:</b></div> <div><div>Equipment:</div><div><ul style="list-style-type: none"><li>▪ Individuals uses the following hand tools including, but not limited to, shovels, rakes, cement mixing box, trowels, hand clamps, 2-way radio, magnetic detector; gas powered weed eater;</li><li>▪ Individuals uses the following specialized tools including, but not limited to, pneumatic plugs, smoke detection equipment, portable pump and generators, dyes;</li><li>▪ Individual uses the following equipment including, but not limited to, chemical feed pumps, hand held power tools, confined space entry equipment, camera truck, jet truck, jet/ vacuum truck, skid steer, fork lift, excavators, tractors, loaders, mowers, gas monitors, easement machine, sludge truck;</li><li>▪ Individual uses the following as safety protection including, but not limited to, safety harness, fall protection, tripod, winches, blower, safety shoes, rubber gloves, and eye protection.</li></ul></div></div> <div><div>Critical Skills/Expertise:</div><div><ul style="list-style-type: none"><li>▪ Thorough knowledge of confined space entry equipment and procedures;</li><li>▪ Thorough knowledge of pipes, pumps, motors, valves, specialty and related equipment;</li><li>▪ Thorough knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ General knowledge of the occupational hazards associated with confined spaces and the removal of manhole covers;</li><li>▪ General understanding of the necessity for proper sample collection, preservation, and documentation including Chain-of-Custody protocols;</li><li>▪ Masonry, pipe fitting, and Concrete Finishing;</li><li>▪ Helps monitor the Collections System portion of the budget and makes necessary adjustments throughout the fiscal year;</li><li>▪ Collect and track laboratory data such as pH, Temperature and residual nitrates in the influent and effluent flow of the lift stations and chemicals supplied by the County’s vendors;</li><li>▪ Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul></div></div>
<div><b>II. RESPONSIBILITY:</b></div> <div>Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</div>
<div><b>III. PHYSICAL EFFORT:</b></div> <div><div>Physical Requirements:</div><div>Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</div></div> <div><div>Physical Activity:</div><div>The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</div></div>



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**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**IV. WORKING CONDITIONS:**  
Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**V. PERSONAL WORK RELATIONSHIPS:**  
Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with Managers, co-workers, subcontractors, and other departmental personnel.

**LEAD COLLECTION TECHNICIAN FUNCTION:**  
**Span of Control:** Individual may lead the following employees:  
Collection System Technicians

**Primary Functions:**  
**Planning:** Individual assists in the planning and achievement of short and long term goals.  
**Organizing:** Individual assists in the coordination of maintenance projects for operations to achieve project goals.  
**Budgeting:** Individual assists in the preparation and recommendations of the budget for operations of the facilities.  
**Instructing:** Individual instructs subordinates in proper operations, sampling techniques, etc.  
**Training:** Individual trains technicians in the proper duties and techniques for the facility.

Vote on Motion                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye                      Mr. Stapleton                      Aye

RESOLUTION NO. 14-250

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CUSTODIAN WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Custodian with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Custodian with Environmental Services.

<b>Job Title:</b>	Custodian	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00 pm Mon –Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for the cleaning of offices and performing other custodial duties in and outside of the buildings. Individual reports to the Operations Manager.			
<b>Job Standards</b>			
High school education or GED plus related work experience.			
Possession a valid Ohio Driver's License and acceptable driving record is required. Must meet and maintain qualifications for driving on County business at all times.			
<b>Job Description</b>			
<b>ESSENTIAL JOB FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>• Demonstrates regular and predictable attendance;</li><li>• Unlocks and locks buildings and turns lights on and off;</li><li>• Cleans, sanitizes, and stocks restrooms with paper products and supplies as needed;</li><li>• Empties waste baskets and disposes of trash as needed;</li><li>• Occasional disposal of body fluids;</li><li>• Vacuums, dusts, washes, and sweeps to keep offices and halls clean;</li><li>• Buffs floors with high speed buffer;</li><li>• Replaces light bulbs;</li><li>• Washes windows and baseboards;</li><li>• Cleans refrigerators;</li><li>• Mows grass and uses trimmer, mulching, landscaping;</li><li>• Ability to manage the inventory of cleaning products and paper supplies;</li></ul>			



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- Cleans process equipment;
- Paints soiled or discolored walls, furniture and buildings;
- Overtime as required;
- Performs any related essential functions as required;
- Other duties as assigned.

**NON-ESSENTIAL JOB FUNCTIONS:**

Performs any related Essential and Non-Essential functions as required by the Director or their designee.

**SKILLS AND KNOWLEDGE:**

**Equipment:**

- Ability to use hand tools including, but not limited to, brooms, mops, dust pans, mop bucket;
- Ability to use powered equipment including, but not limited to, vacuum cleaner, floor buffer, mower, weed eater, gas powered trimmers;
- Individual uses rubber gloves and eye and ear protection for safety.

**Critical Skills/Expertise:**

- General knowledge of rules, regulations, and guidelines regarding cleaning practices and procedures;
- Ability to understand Safety Data Sheets for all cleaning chemicals used at facilities;
- Ability to follow written instructions regarding proper use and care of power equipment and preparation, storage and proper use of cleaning agents;
- Ability to define and solve problems collects data, establish facts, draw valid conclusions using judgment and analytical skills;
- Ability to communicate effectively, both orally and written;
- Ability to work independently and to set and achieve goals;
- Ability to organize and maintain information and paperwork;
- Ability to effectively program plan independently and in collaboration with other staff units and outside agencies;
- Ability to distinguish the different locations of each facility in the district and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Thorough knowledge and adherence to follow safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**WORKING CONDITIONS:**

*Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.*

**PERSONAL WORK RELATIONSHIPS:**

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.

Vote on Motion                      Mr. Stapleton      Aye      Mr. Merrell                      Aye      Mr. O'Brien                      Aye

**RESOLUTION NO. 14-251**

**IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ELECTRONIC MAINTENANCE TECHNICIAN 1 WITH ENVIRONMENTAL SERVICES:**

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Electric Maintenance Technician with Environmental Services;

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NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Electric Maintenance Technician with Environmental Services.

Job Title:	Electronic Maintenance Technician I	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	7:00 am – 3:00 pm Mon - Fri	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual will be required to perform skilled work in the installation, alteration, operation, preventative and predictive maintenance, and repair of electrical and mechanical devices throughout the DCRSD. Individual reports to the Maintenance Manager.			
Job Standards			
A high school diploma or equivalent and two to four years of related work experience required. Specialized electrical training is preferred. Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability An Ohio EPA Wastewater Operator or Collection System Operator Certificate is preferred. All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b>ESSENTIAL FUNCTIONS:</b> <ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Evaluates electrical systems throughout the DCRSD;</li><li>▪ Organizes and manages an electrical preventative and predictive maintenance program throughout the DCRSD</li><li>▪ Conducts installation and diagnostic maintenance of computer equipment, network peripheral equipment and configuration of software on computers;</li><li>▪ Trains district personnel on proper equipment control functions;</li><li>▪ Assist management in scheduling and monitoring new equipment installations;</li><li>▪ Maintains inventory of computers and electrical control equipment;</li><li>▪ Evaluates new equipment and technologies;</li><li>▪ Maintains manuals and electronic logs and records;</li><li>▪ Installs, maintains, alters, and repairs electrical equipment throughout the DCRSD;</li><li>▪ Responds to alarms and takes corrective actions;</li><li>▪ Performs maintenance on supervisory control and data acquisition systems including network cabling, termination and testing of computer problems for all DCRSD operations;</li><li>▪ Performs and assists in mechanical repairs;</li><li>▪ Makes equipment adjustments and repairs to maintain operations within predetermined limits;</li><li>▪ Dismantles equipment to gain access to and repair defective parts; Reassembles properly after repairs are made;</li><li>▪ Troubleshoots and maintains motor control systems;</li><li>▪ Restores power to lift stations during electrical outages with portable generators;</li><li>▪ Restarts equipment after an electrical outage;</li><li>▪ Maintains electrical components of sewage lift stations;</li><li>▪ Switches electrical feeds to operational units such as pumps, electrical feeders, and drives;</li><li>▪ Records readings from charts and meters;</li><li>▪ Calibrates electrical devices;</li><li>▪ Performs tasks in proximity to electrical, mechanical, chemical, biological, and physical hazards;</li><li>▪ Overtime as required;</li><li>▪ Perform any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b>NON-ESSENTIAL JOB FUNCTIONS:</b> Performs related non-essential functions as required.			
<b>I. SKILLS AND KNOWLEDGE:</b>			
<b>Equipment:</b> <ul style="list-style-type: none"><li>▪ Individual uses the following machines/equipment, but not limited to, machines such as hydraulic press, arc welder, oxy-acetylene torch, portable generator, pumps sludge truck, sewer jet truck, skid steer, forklift, service tractor, lawn tractor, aerial-lift platforms, 4" trash pump, assorted portable pumps, 3000 lb. crane, and power washer;</li><li>▪ Individual uses hand tools including, but not limited to, such as circular saw, jigsaw, hacksaw, hammer, sledge hammer, and other equipment necessary to perform duties;</li><li>▪ Individual uses electronic devices including, but not limited to, such as electric voltage meter, battery charger, OHM meter, meggar, oscilloscope, flow meters, and automatic samplers;</li><li>▪ Individual uses hand tools including, but not limited to, carpentry, masonry, electrical, mechanical;</li></ul>			

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- Individual uses the following for safety protection including, but not limited to, personal gas monitor, confined space equipment, arc flash suit, arc flash shield, safety rated leather gloves, safety glasses, hearing protection, hard hat, and fall protection equipment.

**Critical Skills/Expertise:**

- Knowledge of equipment, materials, tools, and standard practices of a variety of electrical and mechanical trades with particular emphasis on wastewater treatment operations;
- Knowledge of multiple computer operating systems and communication protocols for interfacing, and procedures for replacing internal hardware components, including but not limited to configuring software to work with components;
- Knowledge of specific computer languages needed to perform assigned tasks;
- Ability to read, understand, and explain information gathered from technical manuals for hardware and software and manufacturers' technical bulletins for discovered "bugs" and "fixes";
- Knowledge of compliant measures required when dealing with the occupational health & safety administration standards connected with general maintenance operations including confined space, lock out/tag out, crane and hoist safety, and fall protection;
- Knowledge of arc flash regulations and compliance with the standards set forth in NFPA 70E standard for electrical safety in the workplace manual;
- Knowledge of applicable federal, state and local rules and regulations concerning water and wastewater issues;
- Knowledge of wastewater treatment processes and associated equipment;
- Knowledge of wastewater treatment chemicals and associated SDS;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- Ability to distinguish between the full ranges of colors in the color spectrum to work with electrical wiring;
- Ability to troubleshoot controls and instrumentation throughout system;
- Ability to determine faulty power and control devices in electrical panels;
- Ability to read, interpret, troubleshoot from, and modify electrical schematics;
- Ability to read and interpret plant electrical distribution diagrams;
- Ability to program and troubleshoot spread spectrum radios;
- Knowledge of Variable Frequency Drives, Programmable Logic Controllers, and Motor Soft Starters;
- Ability to troubleshoot motor starters, relays, motors, conveyers, and mixers;
- Skilled in 480 volt 3 phase, 230 volt 3 phase, 230 volt 1 phase, 120 volt 1 phase, 24 volt AC, and 12 volt DC systems;
- Knowledge of parallel and series circuits;
- Knowledge of analog and digital controls and circuits;
- Knowledge of step-down, step-up, and isolation transformers;
- Ability to insert control data information into spreadsheets for trending and tracking;
- Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to

**Critical Skills/Expertise Continued:**

- ensure that all assigned work is completed in a timely manner;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge and adherence to follow safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**II. RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**III. PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds. Individual must be able to climb to and work effectively at heights in excess of (100) feet.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**IV. WORKING CONDITIONS:**

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation. Individual must be able to climb to and work effectively at heights in excess of 100 feet.

**V. PERSONAL WORK RELATIONSHIPS:**

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with Managers, co-workers, subcontractors, and other departmental personnel.

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Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

RESOLUTION NO. 14-252

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ELECTRONIC  
MAINTENANCE TECHNICIAN II WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the  
Electronic Maintenance Technician II with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job  
description for the Electronic Maintenance Technician II with Environmental Services.

Job Title:	Electronic Maintenance Technician II	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	7:00am – 3:00pm Mon – Fri	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual will be required to perform skilled work in the installation, alteration, operation, preventative and predictive maintenance, and repair of electrical and mechanical devices throughout the DCRSD. Individual reports to the Maintenance Manager.			
Job Standards			
An Associate’s Degree in Electrical Engineering, or related field, plus five years of related work experience is required or a high school diploma or equivalent, combined with eight to ten years of related work experience with specialized electrical training with demonstrated ability to meet job functions. Employee must have a valid Ohio Driver’s License, Commercial Driver’s License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability An Ohio EPA Wastewater Operator or Collection System Operator Certification is preferred. All required licenses and certifications must be maintained as a continued condition of employment.			
	Job Description		
<b>ESSENTIAL JOB FUNCTIONS:</b> <ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Evaluates electrical systems throughout the DCRSD;</li><li>▪ Organizes and manages an electrical preventative and predictive maintenance program throughout the DCRSD;</li><li>▪ Conducts installation and diagnostic maintenance of computer equipment, network peripheral equipment and configuration of software on computers;</li><li>▪ Trains district personnel on proper equipment control functions;</li><li>▪ Assists management in scheduling and monitoring new equipment installations;</li><li>▪ Maintains inventory of computers and electrical control equipment;</li><li>▪ Evaluates new equipment and technologies;</li><li>▪ Maintains manuals and electronic logs and records;</li><li>▪ Installs, maintains, alters, and repairs electrical equipment throughout the DCRSD;</li><li>▪ Responds to alarms and takes corrective actions;</li><li>▪ Performs maintenance on supervisory control and data acquisition systems including network cabling, termination and testing of computer problems for all DCRSD operations;</li><li>▪ Performs or assists in mechanical repairs;</li><li>▪ Makes equipment adjustments and repairs to maintain operations within predetermined limits;</li><li>▪ Dismantles equipment to gain access to and repair defective parts and reassemble properly after repairs are made;</li><li>▪ Troubleshoots and maintains motor control systems;</li><li>▪ Restores power to lift stations during electrical outages with portable generators;</li><li>▪ Restarts equipment after an electrical outage;</li><li>▪ Maintains electrical components of sewage lift stations;</li><li>▪ Switches electrical feeds to operational units such as pumps, electrical feeders, and drives;</li><li>▪ Takes readings from charts and meters;</li></ul>			
<b>ESSENTIAL JOB FUNCTIONS:</b> <ul style="list-style-type: none"><li>▪ Calibrates electrical devices;</li><li>▪ Performs tasks in proximity to electrical, mechanical, chemical, biological, and physical hazards;</li><li>▪ Overtime may be required;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b>NON-ESSENTIAL JOB FUNCTIONS:</b> Performs related non-essential functions as required by the supervisor.			

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## I. SKILLS AND KNOWLEDGE:

**Equipment:**

- Individual uses machines such as hydraulic press, arc welder, oxy-acetylene torch, portable generator, pumps;
- Individual operates the following types of equipment: sludge truck, sewer jet truck, skid steer, forklift, service tractor, lawn tractor, aerial-lift platforms, 4" trash pump, assorted portable pumps, 3000 lb. crane, and power washer;
- Individual uses hand tools such as circular saw, jigsaw, hacksaw, hammer, sledge hammer, and other equipment necessary to perform duties;
- Individual uses electronic devices such as electric voltage meter, battery charger, OHM meter, meggar, oscilloscope, flow meters, and automatic samplers;
- Individual uses hand tools required for: carpentry, masonry, electrical, mechanical;
- Individual uses the following for safety protection: personal gas monitor, confined space equipment, arc flash suit, arc flash shield, safety rated leather gloves, safety glasses, hearing protection, hard hat, and fall protection equipment.

**Critical Skills/Expertise:**

- Thorough knowledge of equipment, materials, tools, and standard practices of a variety of electrical and mechanical trades with particular emphasis on wastewater treatment operations;
- Thorough knowledge of multiple computer operating systems and communication protocols for interfacing, and procedures for replacing internal hardware components, including but not limited to configuring software to work with components;
- Thorough knowledge of specific computer languages needed to perform assigned tasks;
- Ability to read, understand, and explain information gathered from technical manuals for hardware and software and manufacturers' technical bulletins for discovered "bugs" and "fixes";
- Thorough knowledge of compliant measures required when dealing with the occupational health & safety administration standards connected with general maintenance operations including confined space, lock out/tag out, crane and hoist safety, and fall protection;
- Thorough knowledge of arc flash regulations and compliance with the standards set forth in NFPA 70E standard for electrical safety in the workplace manual;
- Thorough knowledge of applicable federal, state and local rules and regulations concerning water and wastewater issues;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Thorough knowledge of wastewater treatment processes and associated equipment;
- Knowledge of wastewater treatment chemicals and associated SDS;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions using judgment and analytical skills;
- Ability to distinguish between the full ranges of colors in the color spectrum to work with electrical wiring;
- Ability to troubleshoot controls and instrumentation throughout system;
- Ability to determine faulty power and control devices in electrical panels;
- Ability to read, interpret, troubleshoot from, and modify electrical schematics;
- Ability to read and interpret plant electrical distribution diagrams;
- Ability to program and troubleshoot spread spectrum radios;
- Thorough knowledge of Variable Frequency Drives, Programmable Logic Controllers, and Motor Soft Starters;

**Critical Skills/Expertise Continued:**

- Ability to troubleshoot motor starters, relays, motors, conveyers, and mixers;
- Skilled in 480 volt 3 phase, 230 volt 3 phase, 230 volt 1 phase, 120 volt 1 phase, 24 volt AC, and 12 volt DC systems;
- Thorough knowledge of parallel and series circuits;
- Thorough knowledge of analog and digital controls and circuits;
- Thorough knowledge of step-down, step-up, and isolation transformers;
- Ability to insert control data information into spreadsheets for trending and tracking;
- Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge and adherence to follow safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

## II. RESPONSIBILITY:

Individual is given general direction in following established practices and policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

### III. PHYSICAL EFFORT:

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds. Individual must be able to climb to and work effectively at heights in excess of (100) feet.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

#### IV. WORKING CONDITIONS:

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation. Individual must be able to climb to and work effectively at heights in excess of 100 feet.

#### V. PERSONAL WORK RELATIONSHIPS:

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.

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RESOLUTION NO. 14-253

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE INSPECTOR WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Inspector with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Inspector with Environmental Services.

<b>Job Title:</b>	Inspector	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00 pm Mon - Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for inspecting the construction of wastewater conveyance systems and other appurtenant sanitary infrastructure, which are to be constructed according to approved plans and specifications, within the DCRSD. Individual reports to the Construction Coordinator.			
<b>Job Standards</b>			
A high school diploma or equivalent and two-years related work experience required.			
Must possess a valid Ohio Driver's License and acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
All required licenses and certifications must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b>ESSENTIAL JOB FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Individual performs inspections on sewer line testing including, but not limited to, hydrostatic and air to detect for leakage;</li><li>▪ Individual performs inspections of deflection testing;</li><li>▪ Oversees soil compaction and concrete testing;</li><li>▪ Oversees the worked performed on sewer lines and manholes that are covered in the maintenance bond program;</li><li>▪ Performs inspections in basements of buildings under construction for practices that are detrimental to the County's system;</li><li>▪ Investigates illegal sewer connections and reports to Sanitary Engineer or designated staff;</li><li>▪ Matches construction plans with cut sheets;</li><li>▪ Inspects mainline sewer and laterals, force mains and air release valves;</li><li>▪ Inspects pump station and treatment plant construction;</li><li>▪ Measures manholes and wyes for horizontal locations and elevations;</li><li>▪ Identify and locate sewer locations as required by prospective land users, contractors and OUPS;</li><li>▪ Assists in investigating various complaints from residents and companies;</li><li>▪ Prepares permits drawn with clear and concise details for sewer taps of new homes and commercial buildings, logs into computer and files;</li><li>▪ Interprets blueprints and discusses deviation from specification and ensures compliance with County regulations;</li><li>▪ Overtime may be required as assigned by supervisor.</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b>NON-ESSENTIAL JOB FUNCTIONS:</b>			
Performs any related non-essential functions as required.			
<b>SKILLS AND KNOWLEDGE:</b>			
<b>Equipment</b>			
<ul style="list-style-type: none"><li>▪ Ability to use computer and related applications, racket wrench, metal detection equipment, prodding probe, flash lights, measuring tape, sewer mandrels, flow meters and radar unit.</li><li>▪ Individual uses steel-toed boots, hard hats, high viz clothing and traffic control devices for safety protection.</li></ul>			
<b>Critical Skills/Expertise</b>			
<ul style="list-style-type: none"><li>▪ Knowledge of Delaware County specifications, ODOT specifications, standard drawings, and OSHA</li></ul>			

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regulations;

- Knowledge of engineering calculations;
- Knowledge of surveying;
- Knowledge of sewer construction, including different types of pipes, wyes and manholes;
- Knowledge of concrete testing and soil compaction testing;
- Ability to communicate effectively, both orally and in writing;
- Ability to work independently, with minimal supervision;
- Ability to organize and maintain large volumes of information and paperwork;
- Knowledge of blueprint reading;
- Ability to detect errors in size or deflection according to plans and drawings;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner.
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge and adherence to follow safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**RESPONSIBILITY:**

Supervisor reviews individuals work on a daily basis. Manager provides detailed or technical instructions as needed for special circumstances. Individual independently makes critical decisions on a daily basis. Errors in work are not always detected which could lead to structural problems or personal injury.

**PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm’s reach and also at varying distances.

**IV. WORKING CONDITIONS:**

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

Personal Work Relationships

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.

Vote on Motion                      Mr. Stapleton    Aye        Mr. O'Brien        Aye        Mr. Merrell        Aye

RESOLUTION NO. 14-254

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE LEAD COLLECTION SYSTEM TECHNICIAN WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Lead Collection System Technician with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Lead Collection System Technician with Environmental Services.

<b>Job Title:</b>	Lead Collection System Technician	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00 pm Mon - Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for assisting management in the maintenance of the Collection Systems and the protection against any unauthorized discharges to protect water quality. Individual reports to the Collection			



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System Manager.
<b>Job Standards</b>
<p>A high school diploma or equivalent and three years experience in a wastewater treatment facility combined with the demonstrated ability to manage and lead subordinate personnel required.</p> <p>Operator must have a valid Ohio Driver's License, CDL class B with necessary endorsements, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.</p> <p>An Ohio EPA Class II Wastewater Collection System Operator Certificate, or an Ohio EPA Class II or III Wastewater Operator Certificate and Pipeline Assessment Certification Program, Manhole Assessment Certification Program, and Lateral Assessment Certification Program certifications are required.</p> <p>All required licenses and certifications must be maintained as a condition of continued employment.</p>
<b>Job Description</b>
<p><b><u>ESSENTIAL JOB FUNCTIONS:</u></b></p> <ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Oversees the completion of projects and work orders as assigned by the Collection System Manager.</li><li>▪ In the absence of Manager, distribute work orders as needed;</li><li>▪ Plans, collects quotes, orders parts, and other aspects of completing procurement for projects;</li><li>▪ May be assigned to serve as the operator of record or backup, as required, if individual possesses appropriate license;</li><li>▪ Plans and schedules the preventative sewer cleaning program and providing for emergency cleaning and repair as required;</li><li>▪ Implements, updates and manages the DCRSD Fat, Oil and Grease (FOG) program;</li><li>▪ Inspects the existing sewer system for Inflow &amp; Infiltration (I &amp; I), blockages, and odors;</li><li>▪ Reads and interprets blueprints, standard drawings and equipment manuals;</li><li>▪ Repairs manholes and perform routine maintenance on wet wells, force mains and gravity lines;</li><li>▪ Maintains the grounds throughout the DCRSD including but not limited to Regional plants, package plants, Pump Stations, and Sewer Easements;</li><li>▪ Operates collection system equipment; e.g. Vac Truck, Jet truck, Sewer Camera systems, Air release valves, and in-line valves;</li><li>▪ Follows safety practices as outlined by the County, e.g. Arc flash safety, chemicals and associated SDS, Lock Out/Tag Out, Confined Space, CPR and first aid training, gas monitoring equipment, safe climbing practices, forklift operation, crane operation, etc.;</li><li>▪ Responds to declared county emergencies and other emergency situations that may require the use of equipment to protect the public health;</li><li>▪ Maintains readiness and properly uses portable generators, portable pumps, and all other emergency response equipment;</li><li>▪ Thorough ability to operate, calibrates, and maintains chemical feed systems for odor control throughout the DCRSD;</li><li>▪ Performs composite sampling at site locations of industrial/commercial accounts per approved standard operating procedures;</li><li>▪ Maintains accurate and up-to-date recordkeeping of sampling events and documentation to support proper Chain-of-Custody procedures;</li></ul> <p><b><u>ESSENTIAL JOB FUNCTIONS CONTINUED:</u></b></p> <ul style="list-style-type: none"><li>▪ Ability to perform analytical testing of collected samples for biochemical oxygen demand and total suspended solids when necessary;</li><li>▪ Performs site surveys of potential new accounts for the Commercial Surcharge Program;</li><li>▪ Assist the Sanitary Engineer's office to insure the proper installation of approved sampling locations;</li><li>▪ Conducts inspection of assigned work areas;</li><li>▪ Clears blocked sewer lines;</li><li>▪ Uses specialty equipment to perform routine maintenance throughout the DCRSD;</li><li>▪ Perform mainline point repairs;</li><li>▪ Creates, reviews, and implements Work Zone safety plans including but not limited to road closures, lane restrictions and right of way work;</li><li>▪ Overtime as required;</li><li>▪ Ability to use computer programs such as Microsoft Word, Excel, Access, Outlook and other asset management software</li><li>▪ Regularly cleans the field sampling equipment, maintains, and orders replacement parts, as needed;</li><li>▪ Maintains the field sampling work area, assigned work area and the laboratory and leaves in a clean and orderly manner;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul> <p><b><u>NON-ESSENTIAL JOB FUNCTIONS:</u></b></p> <p>Performs any related non-essential functions as required.</p> <p><b><u>I. SKILLS AND KNOWLEDGE:</u></b></p> <p><b>Equipment:</b></p> <ul style="list-style-type: none"><li>▪ Individuals uses the following hand tools including, but not limited to, shovels, rakes, cement mixing box, trowels, hand clamps, 2-way radio, magnetic detector; gas powered weed eater;</li><li>▪ Individuals uses the following specialized tools including, but not limited to, pneumatic plugs, smoke</li></ul>



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<p>detection equipment, portable pump and generators, dyes;</p> <ul style="list-style-type: none"><li>▪ Individual uses the following equipment including, but not limited to, chemical feed pumps, hand held power tools, confined space entry equipment, camera truck, jet truck, jet/ vacuum truck, skid steer, fork lift, excavators, tractors, loaders, mowers, gas monitors, easement machine, sludge truck;</li><li>▪ Individual uses the following as safety protection including, but not limited to, safety harness, fall protection, tripod, winches, blower, safety shoes, rubber gloves, and eye protection.</li></ul> <p><b>Critical Skills/Expertise:</b></p> <ul style="list-style-type: none"><li>▪ Thorough knowledge of confined space entry equipment and procedures;</li><li>▪ Thorough knowledge of pipes, pumps, motors, valves, specialty and related equipment;</li><li>▪ Thorough knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ General knowledge of the occupational hazards associated with confined spaces and the removal of manhole covers;</li><li>▪ General understanding of the necessity for proper sample collection, preservation, and documentation including Chain-of-Custody protocols;</li><li>▪ Masonry, pipe fitting, and Concrete Finishing;</li><li>▪ Helps monitor the Collections System portion of the budget and makes necessary adjustments throughout the fiscal year;</li><li>▪ Collect and track laboratory data such as pH, Temperature and residual nitrates in the influent and effluent flow of the lift stations and chemicals supplied by the County's vendors;</li><li>▪ Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul> <p><b>II. RESPONSIBILITY:</b> Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p> <p><b>III. PHYSICAL EFFORT:</b> <b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p> <p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p> <p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.</p> <p><b>IV. WORKING CONDITIONS:</b> Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p> <p><b>V. PERSONAL WORK RELATIONSHIPS:</b> Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with Managers, co-workers, subcontractors, and other departmental personnel.</p> <p><b>LEAD COLLECTION TECHNICIAN FUNCTION:</b> <b>Span of Control:</b> Individual may lead the following employees: Collection System Technicians</p> <p><b>Primary Functions:</b> <b>Planning:</b> Individual assists in the planning and achievement of short and long term goals. <b>Organizing:</b> Individual assists in the coordination of maintenance projects for operations to achieve project goals. <b>Budgeting:</b> Individual assists in the preparation and recommendations of the budget for operations of the facilities. <b>Instructing:</b> Individual instructs subordinates in proper operations, sampling techniques, etc. <b>Training:</b> Individual trains technicians in the proper duties and techniques for the facility.</p>	
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Vote on Motion                      Mr. O'Brien                      Aye                      Mr. Merrell                      Aye                      Mr. Stapleton                      Aye

RESOLUTION NO. 14-255

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE LEAD MAINTENANCE  
TECHNICIAN WITH ENVIRONMENTAL SERVICES:

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It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Lead Maintenance Technician with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Lead Maintenance Technician with Environmental Services.

Job Title:	Lead Maintenance Technician	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	7:00am – 3:00pm Mon – Fri	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual is responsible for assisting management in maintaining the continued operation of the equipment and machinery of the DCRSD, required to protect the water quality. Individual reports to the Maintenance Manager.			
Job Standards			
A high school diploma or equivalent and three years' experience in industrial maintenance combined with the demonstrated ability to manage and lead subordinate personnel required.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
An Ohio EPA Wastewater Operator or Collection System Operator Certificate is preferred.			
All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b>ESSENTIAL JOB FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Oversees the completion of projects and work orders as assigned;</li><li>▪ In the absence of manager, distributes work orders as needed;</li><li>▪ Plans, collects quotes, orders parts, and other aspects of completing the procurement for projects;</li><li>▪ May be assigned to serve as the operator of record or backup as required, if individual possesses appropriate licensure;</li><li>▪ Manages the spare parts inventory program;</li><li>▪ Responds to DCRSD alarms to diagnose and make repairs;</li><li>▪ Responds to declared County emergencies and other emergency situations that may require the use of equipment to protect the public health;</li><li>▪ Maintains readiness and properly use portable generators , portable pumps, and other emergency response equipment;</li><li>▪ Troubleshoots standby emergency generator equipment and systems, switchgear, transfer switches, fuel systems;</li><li>▪ Maintains and performs repairs of equipment such as forklifts, skid steer, aerial-lift platforms, trailers, mowing and grounds equipment;</li><li>▪ Repairs, installs, and removal of mechanical equipment such as pumps, blowers, motors etc: including the repair/replacement of seals, bearings, shafts, sensors, windings, impellers, volutes, wiring, cords, and other related components;</li><li>▪ Following manufacturer specifications, performs preventative maintenance on equipment throughout the DCRSD; includes: oils, greases, lubes, belt replacement, mechanical adjustments;</li><li>▪ Inspects, records data, and prepares reports and forms as needed to maintain equipment, facilities and pump stations throughout the DCRSD;</li><li>▪ Communicates with vendors for the procurement of parts and supplies;</li><li>▪ Troubleshoots and repairs electrical control circuitry and devices including, but not limited to, fuses, switches, contactors, coils, relays, overloads, meters, timers, alternators, transformers, breakers, current transformers, surge suppression devices, disconnects, switch gear, 12 volt systems, 24 volt systems;</li><li>▪ Working knowledge of SCADA system including but not limited to: radios, computers, antenna system, I/O wiring;</li><li>▪ Working knowledge and understanding of PLC components including, but not limited to, processors, input/output boards, power supplies, programming;</li><li>▪ Troubleshoots and repairs ultraviolet disinfection system including equipment and components such as circuit boards, cooling fans, bulbs, ballasts, jackets;</li><li>▪ Troubleshoots, repairs, and/or replaces HVAC equipment such as ventilation units of all types, AC units, water furnaces, gas fired heaters, electrical heaters;</li><li>▪ Modifies, designs, constructs and installs treatment systems and equipment throughout the DCRSD;</li></ul>			
<b>ESSENTIAL JOB FUNCTIONS CONTINUED:</b>			
<ul style="list-style-type: none"><li>▪ Installs, repairs, or replaces of all types of plumbing and piping such as ductile iron, PVC, copper, black iron, galvanized pipe;</li><li>▪ Overtime as required;</li></ul>			

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- Cleans and maintains assigned work areas.
- Performs any related essential functions as required;
- Other duties as assigned.

**NON-ESSENTIAL JOB FUNCTIONS:**

Performs any related non-essential functions as required.

**I. SKILLS AND KNOWLEDGE:**

**Equipment:**

- Individual uses machines including, but not limited to, hydraulic press, arc welder, oxy-acetylene torch, portable generator, pumps;
- Individual operates the following types of equipment including, but not limited to, sludge truck, sewer jet truck, skid steer, forklift, service tractor, lawn tractor, aerial-lift platforms, trash pump, assorted portable pumps, crane, and power washer;
- Individual uses electronic devices including, but not limited to, electric voltage meter, battery charger, OHM meter;
- Individual uses hand tools required for including, but not limited to,; carpentry, masonry, electrical, mechanical;
- Individual uses the following for safety protection including, but not limited to, gas monitor, confined space equipment, coveralls, boots, rubber gloves, leather gloves, face shields, safety glasses and G.F.C.I. cord.

**Critical Skills/Expertise:**

- Thorough knowledge of materials, tools and standard practices of a variety of mechanical trades with particular emphasis on wastewater treatment plant equipment;
- Ability to read and interpret written material;
- Knowledge of wastewater treatment chemicals and associated SDS;
- Knowledge of maintenance software tracking program functions such as work order processing, inventory control, job and equipment history;
- Thorough knowledge of the precautionary measures taken when dealing with the occupational hazards connected with general maintenance operations, including confined space entry; arc flash and electrical shock;
- Thorough knowledge of biological treatment procedures and the relationship to maintenance operations and procedures;
- Thorough knowledge of Collection System and related issues related with maintenance tasks and procedures;
- Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook and other asset management software;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**II. RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**III. PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**IV. WORKING CONDITIONS:**

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**V. PERSONAL WORK RELATIONSHIPS:**

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with Managers, co-workers, subcontractors, and other departmental personnel.

**LEAD MAINTENANCE TECHNICIAN FUNCTION:**

**Span of Control:** Individual may lead the following individuals:

Maintenance Technicians  
Electronic Maintenance Technicians

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<b>Primary Functions:</b> <b>Planning:</b> Assists in the planning, scheduling, and completion of long and short term goals. <b>Organizing:</b> Individual coordinates maintenance with all departments involved to achieve goals. <b>Instructing:</b> Individual instructs co-workers in proper maintenance techniques of the facilities. <b>Training:</b> Individual trains each technician in the proper duties and techniques for the department.
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Vote on Motion                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye                      Mr. Stapleton                      Aye

RESOLUTION NO. 14-256

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE LEAD OPERATOR  
WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Lead Operator with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Lead Operator with Environmental Services.

<b>Job Title:</b>	Lead Operator	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00pm Mon -Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for assisting management in the proper operations of the treatment facility and discharge of quality effluent flow. Individual reports to the Operations Manager.			
<b>Job Standards</b>			
A high school diploma or equivalent and three years experience in a wastewater treatment facility combined with the demonstrated ability to manage and lead subordinate personnel.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
Employee must possess an Ohio EPA Class III Wastewater Operator Certificate.			
All required licenses and certificates must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b>ESSENTIAL JOB FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ In the absence of Manager, distributes work orders as needed;</li><li>▪ Assists with the review of safety policies and procedures;</li><li>▪ May be assigned to serve as the operator of record or backup as required, if individual possesses appropriate licensure;</li><li>▪ Supervises and insures the efficient operation of assigned wastewater treatment facilities;</li><li>▪ Assists in the supervision of staff involved with the wastewater treatment programs to include, but not limited to, assigning work, planning, monitoring performance (including safety practices) and training employees;</li><li>▪ Assists in planning, scheduling, organizing and supervising the work of the facility personnel, including time and attendance scheduling;</li><li>▪ Analyzes and makes necessary operational changes to insure efficient operation of the wastewater treatment facility with coordination from the Operations Manager;</li><li>▪ Inspects and requests necessary maintenance requirements for scheduling, enters work orders on maintenance program, helps prioritize maintenance needs for facility, monitors progress of work orders;</li><li>▪ Assists in the preparation of weekly, monthly and annual reports as required by the Operations Manager and the Ohio Environment Protection Agency to include, but not limited to, monthly e-DMR, Annual SSO reports, Annual Sludge reports, permit renewals, and effectively corresponds with the OEPA on the annual compliance inspection reports and other correspondence as required;</li><li>▪ Reviews and makes recommendations for additional or replacement equipment at the treatment</li></ul>			

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<p>facility;</p> <ul style="list-style-type: none"><li>▪ Assists in the supervision of the laboratory within the wastewater treatment facility;</li><li>▪ Prepares guidelines for tracking major shock or toxic loads that have been received at the treatment facility;</li><li>▪ Conducts inspection of assigned work areas, as required;</li><li>▪ Overtime as required;</li><li>▪ Assists in the preparation of the preliminary budgets for plant operations.</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul> <p><b><u>NON-ESSENTIAL JOB FUNCTIONS</u></b></p> <p>Performs all related non-essential functions as required.</p> <p><b><u>I. JOB REQUIREMENTS</u></b></p> <p><b>Equipment:</b></p> <ul style="list-style-type: none"><li>▪ Individual operates computer, related applications and other equipment necessary to perform duties;</li><li>▪ Individual must be able to operate all equipment associated with the department;</li><li>▪ Individual occasionally uses rubber gloves and eye protection for safety purposes;</li><li>▪ Ability to use a motor vehicle is required.</li></ul> <p><b>Critical Skills/Expertise:</b></p> <ul style="list-style-type: none"><li>▪ Thorough knowledge of the activated sludge process;</li><li>▪ Ability to interpret the process control methods and relate to the treatment process to determine the condition of facility's biology, operational targets and wasting amounts;</li><li>▪ Thorough knowledge of required lab/field testing procedures;</li><li>▪ Thorough knowledge of various valves and valve operation;</li><li>▪ Knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Ability to interpret the process control methods and relate to the treatment process to determine condition of facility's biology, operational targets and wasting amounts;</li><li>▪ Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures;</li><li>▪ Thorough knowledge of various pumps, grinders, samplers, blowers and other facility equipment and their operation;</li><li>▪ Ability to read and understand drawings, sketches, diagrams, blueprints, or maps used in performance of duties;</li><li>▪ Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;</li><li>▪ General ability to distinguish the different locations and operational characteristics of each plant and to follow a proper time management plan to ensure that all facilities are visited on a scheduled basis;</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul> <p><b><u>II. RESPONSIBILITY:</u></b></p> <p>Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures. Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p> <p><b><u>III. PHYSICAL EFFORT</u></b></p> <p><b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p> <p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p> <p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.</p> <p><b><u>IV. WORKING CONDITIONS:</u></b></p> <p>Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p> <p><b><u>V. PERSONAL WORK RELATIONSHIPS:</u></b></p> <p>Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with Managers, co-workers, subcontractors, and other departmental personnel.</p> <p><b><u>SUPERVISORY AND MANAGERIAL FUNCTIONS</u></b></p> <p><b>Span of Control:</b> Individual may assist in the supervision of the following employees:</p>
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<ul style="list-style-type: none"><li>▪ Regional Wastewater Facility Operators</li><li>▪ Custodian</li><li>▪ Chemist</li><li>▪ Truck Driver</li><li>▪ Building and Grounds Technician</li></ul>
<b>Supervisory Functions:</b> <b>Planning:</b> Individual assists in the planning and achievement of short and long term goals. <b>Organizing:</b> Individual assists in the coordination of maintenance projects for operations to achieve project goals. <b>Budgeting:</b> Individual assists in the preparation and recommendations of the budget for operations of the facilities. <b>Instructing:</b> Individual instructs subordinates in proper operations, sampling techniques, etc. <b>Training:</b> Individual trains operators in the proper duties and techniques for the facility.

Vote on Motion                      Mr. Stapleton      Aye      Mr. Merrell                      Aye      Mr. O'Brien                      Aye

RESOLUTION NO. 14-257

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE MAINTENANCE  
TECHNICIAN I WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Maintenance Technician I with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Maintenance Technician I with Environmental Services.

<b>Job Title:</b>	Maintenance Technician I	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	7:00am – 3:00pm Mon - Fri	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Hourly, non-exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for the continued operation of the equipment and machinery of the DCRSD, required to protect the water quality. Individual reports to the Maintenance Manager.			
<b>Job Standards</b>			
A high school diploma or equivalent plus related work experience and/or specialized training required. Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary <b>endorsements or ability to</b> obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability. An Ohio EPA Wastewater Operator or Collection System Operator Certificate is preferred. All required licenses and certificates must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b><u>ESSENTIAL FUNCTIONS:</u></b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Repairs, installs, and removes mechanical equipment such as pumps, blowers, motors etc: including the repair/replacement of seals, bearings, shafts, sensors, windings, impellers, volutes, wiring, cords, and other related components;</li><li>▪ Following manufacturer specifications, performs preventative maintenance on equipment throughout the DCRSD including but not limited to oils, greases, lubes, belt replacement, and mechanical adjustments;</li><li>▪ Performs single phase electrical repairs and installations;</li><li>▪ Responds to declared county emergencies and other emergency situations that may require the use of equipment to protect the public health;</li><li>▪ Maintains readiness and properly use portable generators, portable pumps, and all other emergency response equipment;</li><li>▪ Maintains and repairs equipment such as forklifts, skid steer, aerial- lift platforms, trailers, mowing and grounds equipment;</li><li>▪ Inspects, records data, and prepares reports and forms as needed to maintain equipment, facilities and pump stations throughout the DCRSD;</li><li>▪ Troubleshoots and repairs ultraviolet disinfection system including equipment and components such as circuit boards, cooling fans, bulbs, ballasts, jackets;</li><li>▪ Troubleshoots, repairs, and/or replaces HVAC equipment such as ventilation units of all types, AC units, water furnaces, gas fired heaters, electrical heaters;</li><li>▪ Installs, repairs, or replaces of all types of plumbing and piping such as ductile iron, PVC, copper, black iron, galvanized pipe;</li></ul>			

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- May be assigned to serve as the operator of record or backup as required, if individual possesses appropriate licensure;
- Overtime as required;
- Cleans and maintains assigned work areas;
- Performs any related essential functions as required;
- Other duties as assigned.

**NON-ESSENTIAL JOB FUNCTIONS**  
Performs any related non-essential functions as required.

**SKILLS AND KNOWLEDGE:**  
**Equipment:**

- Individual uses machines including, but not limited to, such as hydraulic press, arc welder, oxy-acetylene torch, portable generator, pumps and power washer;
- Individual operates the following types of equipment including, but not limited to,: sludge truck, sewer jet truck, skid steer, forklift, service tractor, lawn tractor, aerial-lift platforms, trash pump, assorted portable pumps, 3000 lb. crane;
- Individual uses electronic devices including, but not limited to, such as electric voltage meter, battery charger, OHM meter;
- Individual uses hand tools required for including, but not limited to,; carpentry, masonry, electrical, mechanical;
- Individual uses the following for safety protection including, but not limited to, gas monitor, confined space equipment, coveralls, boots, rubber gloves, leather gloves, face shields, safety glasses and G.F.C.I. cord.

**Critical Skills/Expertise:**

- Knowledge of materials, tools and standard practices of a variety of mechanical trades with particular emphasis on wastewater treatment plant equipment;
- Ability to read and interpret written material;
- Knowledge of wastewater treatment chemicals and associated SDS;
- Knowledge of the precautionary measures taken when dealing with the occupational hazards connected with general maintenance operations, including ARC flash, confined space entry, and lock out/ tag out;
- Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge and adherence to follow safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**II. RESPONSIBILITY:**  
Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**III. PHYSICAL EFFORT:**  
**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.  
**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.  
**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**IV. WORKING CONDITIONS:**  
Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**V. PERSONAL WORK RELATIONSHIPS:**  
Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.

**ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION**  
I have received a copy of the Job Description and have read and understand its contents. I acknowledge that the above description is a representation of the major duties and responsibilities of this position.

Employee:

Date:

Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

RESOLUTION NO. 14-258

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE MAINTENANCE  
TECHNICIAN II WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Maintenance Technician II with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job



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description for the Maintenance Technician II with Environmental Services.

Job Title:	Maintenance Technician II	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	7:00 – 3:00pm Mon - Fri	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual is responsible for the continued operation of the equipment and machinery of the DCRSD, required to protect the water quality. Individual reports to the Maintenance Manager.			
Job Standards			
A high school diploma or equivalent plus related work experience and/or specialized training required. Background in industrial maintenance is preferred. Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability. An Ohio EPA Wastewater Operator or Collection System Operator Certificate is preferred. All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b>ESSENTIAL FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Responds to DCRSD communication alarms and equipment failure with the ability to diagnose and make repairs as needed;</li><li>▪ Repairs, installs, and removes mechanical equipment such as pumps, blowers, motors etc: including the repair/replacement of seals, bearings, shafts, sensors, windings, impellers, volutes, wiring, cords, and other related components;</li><li>▪ Following manufacturer specifications, performs preventative maintenance on equipment throughout the DCRSD including but not limited to oils, greases, lubes, belt replacement, and mechanical adjustments;</li><li>▪ Troubleshoots the standby generator equipment and systems, including switchgear, transfer switches, fuel systems and other components;</li><li>▪ Knowledge of maintenance software tracking program functions including work order processing, inventory control and equipment history;</li><li>▪ Performs single phase electrical repairs and installations;</li><li>▪ Responds to declared County emergencies and other emergency situations that may require the use of equipment to protect the public health;</li><li>▪ Maintains readiness and properly uses portable generators, portable pumps, and all other emergency response equipment;</li><li>▪ Maintains and repairs equipment such as forklifts, skid steer, aerial- lift platforms, trailers, mowing and grounds equipment;</li><li>▪ Troubleshoots and repairs electrical control circuitry and devices including, but not limited to, fuses, switches, contactors, coils, relays, overloads, meters, timers, alternators, transformers, breakers, current transformers, surge suppression devices, disconnects, switch gear, 12 volt systems, 24 volt systems;</li><li>▪ Working knowledge of SCADA system including but not limited to, radios, computers, antenna system, I/O wiring;</li><li>▪ Working knowledge and understanding of PLC components including, but not limited to, processors, input/output boards, power supplies, programming;</li><li>▪ Modifies, designs, constructs and installs treatment systems and equipment throughout the DCRSD;</li><li>▪ Inspects, records data, and prepares reports and forms as needed to maintain equipment, facilities and pump stations throughout the DCRSD;</li><li>▪ Troubleshoots and repairs ultraviolet disinfection system including equipment and components such as circuit boards, cooling fans, bulbs, ballasts, jackets;</li><li>▪ Troubleshoots, repairs, or replaces HVAC equipment such as ventilation units of all types, AC units, water furnaces, gas fired heaters, electrical heaters;</li></ul>			
<b>ESSENTIAL FUNCTIONS CONTINUED:</b>			
<ul style="list-style-type: none"><li>▪ Installs, repairs, or replaces of all types of plumbing and piping such as ductile iron, PVC, copper, black iron, galvanized pipe, etc.;</li><li>▪ May be assigned to serve as the operator of record or backup as required, if individual possesses appropriate licensure;</li><li>▪ Overtime as required;</li><li>▪ Cleans and maintains assigned work areas.</li><li>▪ Perform any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b>NON-ESSENTIAL JOB FUNCTIONS:</b>			
Performs any related non-essential functions as required.			
<b>SKILLS AND KNOWLEDGE:</b>			
<b>Equipment:</b>			
<ul style="list-style-type: none"><li>▪ Individual uses machines including, but not limited to, such as hydraulic press, arc welder, oxy-acetylene torch, portable generator, pumps and power washer;</li><li>▪ Individual operates the following types of equipment including, but not limited to,: sludge truck, sewer jet</li></ul>			



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<p>truck, skid steer, forklift, service tractor, lawn tractor, aerial-lift platforms, trash pump, assorted portable pumps, 3000 lb. crane.</p> <ul style="list-style-type: none"><li>▪ Individual uses electronic devices including, but not limited to, electric voltage meter, battery charger, OHM meter;</li><li>▪ Individual uses hand tools required for including, but not limited to,; carpentry, masonry, electrical, mechanical;</li><li>▪ Individual uses the following for safety protection including, but not limited to,; CGM - gas monitor, confined space equipment, coveralls, boots, rubber gloves, leather gloves, face shields, safety glasses and G.F.C.I. cord.</li></ul>
<p><b>Critical Skills/Expertise:</b></p> <ul style="list-style-type: none"><li>▪ Thorough knowledge of materials, tools and standard practices of a variety of mechanical trades with particular emphasis on wastewater treatment plant equipment;</li><li>▪ General ability to read and interpret written material;</li><li>▪ Knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Thorough knowledge of biological treatment procedures and the relationship to maintenance operations and procedures;</li><li>▪ Thorough knowledge of Collection System and related issues related with maintenance tasks and procedures;</li><li>▪ Thorough knowledge of the precautionary measures taken when dealing with the occupational hazards connected with general maintenance operations, including ARC flash, confined space entry, and lock out/ tag out;</li><li>▪ Installs, connects, maintains and troubleshoots 480 volt 3 phase, 230 volt 3 phase, 230 volt 1 phase, 120 volt 1 phase, 24 volt AC, and 12 volt DC systems;</li><li>▪ Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;</li><li>▪ Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Thorough knowledge and adherence to follow safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul>
<p><b>II. RESPONSIBILITY:</b></p> <p>Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p>
<p><b>III. PHYSICAL EFFORT:</b></p> <p><b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p> <p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p> <p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.</p>
<p><b>IV. WORKING CONDITIONS:</b></p> <p>Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p>
<p><b>V. PERSONAL WORK RELATIONSHIPS:</b></p> <p>Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.</p>

Vote on Motion                      Mr. Merrell              Aye              Mr. Stapleton              Aye              Mr. O'Brien              Aye

RESOLUTION NO. 14-259

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE PACKAGE PLANT OPERATOR WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Package Plant Operator with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Package Plant Operator with Environmental Services.

Job Title:	Package Plant Operator	Posting Dates:	
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Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	7:00am – 3:00pm Mon - Fri	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		

Objectives
Individual is responsible for traveling county wide to ensure the proper operations of the various package plants, conducting operational testing to ensure quality, and reporting any problems as needed. Individual reports to the Operations Manager.
Job Standards
A high school diploma or equivalent is required.  Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.  An Ohio EPA Wastewater Operator certificate is preferred.  All required licenses and certificates must be maintained as a condition of continued employment.
Job Description
<b>ESSENTIAL JOB FUNCTIONS:</b> <ul style="list-style-type: none"><li>Demonstrates regular and predictable attendance;</li><li>Inspects package plants to ensure proper operations and compliance, following critical verbal instructions, working independently and managing weekly and daily routine duties;</li><li>Conducts field testing for plants which would include, but not be limited to, pH, chlorine residual, dissolved oxygen, alkalinity, ammonia, nitrates, phosphorus, aeration tank concentrations, and return sludge concentration;</li><li>Monitors the facility, and all SCADA computers and reports abnormalities or problems to Manager or on call personnel;</li><li>Conducts laboratory testing including, but not limited to, total solids, volatile solids, mixed liquor suspended solids and microscopic examinations;</li><li>Performs proper calibration methods of laboratory and field meters. Completes proper maintenance and care to keep all analytical equipment in working conditions;</li><li>Collects samples and delivers to regional treatment facilities. Must manage chain of custody reports and record sample data in spreadsheets as required in the appropriate NPDES permit or LAMP permit;</li><li>Performs routine and corrective repairs and also takes preventative measures to protect equipment;</li><li>Performs routine grounds maintenance; including but not limited to mowing, trimming, snow removal, painting, mulching;</li><li>Must comply with all Ohio CDL laws;</li><li>Sludge removal from facilities with proper equipment and/or vehicles;</li><li>Overtime may be required as assigned by Manager;</li><li>Cleans and maintains assigned work areas;</li><li>Overtime as required;</li><li>Responsible for various forms of data entry, logging and other forms of record keeping;</li><li>May be assigned to serve as the operator of record or backup as required, if individual possesses appropriate licensure;</li><li>Performs any related essential functions as required;</li><li>Other duties as assigned.</li></ul> <b>NON-ESSENTIAL JOB FUNCTIONS:</b> <p>Performs any related non-essential functions as required.</p> <b>I. SKILLS AND KNOWLEDGE:</b> <p><b>Equipment:</b></p> <ul style="list-style-type: none"><li>Individual has the ability to operate equipment including, but not limited to, lawn mower, weed eater, sludge pumps, sludge hauling vehicle, chemical pumps, centrifugal blower, positive displacement pumps, drill, power washer, bobcat, pH meter, chlorine meter, oxygen meter, thermometers, scales, centrifuge, field test kits, 2-way radio, automatic samplers, evaporation oven, muffle furnace, timers;</li><li>Individual uses hand tools required for including, but not limited to, carpentry, masonry and mechanical;</li><li>Hand tools including, but not limited to, a hammer, wrenches, screw drivers and other tools necessary to perform duties;</li><li>Individual uses eye protection, ear plugs, rubber gloves, tripod, safety harness, fall protection, winch, gas monitor, safety shoes, protective clothing, blower for safety protection, and other safety equipment that may be assigned.</li></ul> <b>Critical Skills/Expertise:</b>

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<ul style="list-style-type: none"><li>▪ Ability to obtain knowledge of the activated sludge process;</li><li>▪ Ability to follow required lab/field testing procedures;</li><li>▪ Knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Ability to follow package plant equipment units such as pumps, air lift pumps, PD blowers, centrifugal blowers, telescopic valves, valves, gasoline pumps, pressure washers and have the ability to learn certain mechanical tasks such as preventative maintenance measures including oil changes and greasing, and exercising of equipment;</li><li>▪ General ability to read and understand drawings, sketches, diagrams, blueprints, or maps as may be used in performance of duties;</li><li>▪ Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;</li><li>▪ Ability to interpret the process control methods and relate to the treatment process to determine condition of plant's biology, operational targets and wasting amounts;</li><li>▪ General ability to distinguish the different locations and operational characteristics of each plant and to follow a proper time management plan to ensure that all facilities are visited on a scheduled basis;</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Thorough knowledge and adherence to follow safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul>		
<p><b>II. RESPONSIBILITY:</b> Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p>		
<p><b>III. PHYSICAL EFFORT:</b> <b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p> <p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p> <p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.</p>		
<p><b>IV. WORKING CONDITIONS:</b> Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p>		
<p><b>V. PERSONAL WORK RELATIONSHIPS:</b> Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.</p>		
<p><b>ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION</b> I have received a copy of the Job Description and have read and understand its contents. I acknowledge that the above description is a representation of the major duties and responsibilities of this position.</p>		
Employee:		Date:

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Merrell      Aye

RESOLUTION NO. 14-260

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE REGIONAL  
WASTEWATER FACILITY OPERATOR WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Regional Wastewater Facility Operator with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Regional Wastewater Facility Operator with Environmental Services.

Job Title:	Regional Wastewater Facility Operator	Posting Dates:	
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Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	Day: F-W, 7 am to 7 pm, Th 3 pm to 11 pm Night: Th, 11 pm to 7 am, F-W, 7 pm to 7 am Both shifts- every other week, 80 hours  Relief- M-F 7:00am-3:00pm-Required to cover Day and Night shifts if necessary.	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual is responsible for the proper operations of the treatment facility and discharge of quality effluent flow, conducting laboratory testing to ensure quality, and reporting any problems as needed. Individual reports to the Operations Manager.			
Job Standards			
A high school diploma or equivalent required.			
Employee must have a valid Ohio Driver's License with an acceptable driving record. Commercial Driver's License class B with necessary endorsements is preferred. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
An OEPA Wastewater Operator certificate is preferred.			
All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
ESSENTIAL JOB FUNCTIONS:			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Conducts routine inspection of entire treatment facility;</li><li>▪ Performs routine analysis using approved standard operating procedures and records data on samples reflecting continued operation of the treatment facility and NPDES reporting including carbonaceous biochemical oxygen demand, total suspended solids, total solids, total volatile solids, e-coli, and fecal coliform;</li><li>▪ Monitors the facility, and all SCADA computers, and reports abnormalities or problems to Manager or on call personnel;</li><li>▪ Calibrates, operates, and maintains complex laboratory equipment;</li><li>▪ Identifies and classifies aquatic organisms with a microscope;</li><li>▪ Conducts laboratory testing procedures to determine condition of biomass and to help calculate quantity of waste;</li><li>▪ Performs field testing for treatment facility which would include, but not limited to, pH, chlorine residual, dissolved oxygen, alkalinity, ammonia, nitrates, phosphorus, aeration tank concentrations, and return sludge concentration;</li><li>▪ Performs routine and corrective repairs and also takes preventative measures to protect equipment;</li><li>▪ Performs routine grounds maintenance including, but not limited to, mowing, trimming, snow removal, painting, mulching;</li><li>▪ Responsible for various forms of data entry, logging and other forms of record keeping;</li><li>▪ Cleans and maintains specific areas of facility as assigned;</li><li>▪ Overtime as required;</li><li>▪ May be assigned to serve as the operator of record or backup as required, if individual possess appropriate licensure;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li><li>▪ Operator may be assigned to the any of the three shifts on an as needed basis: Relief: Typical M-F, 7 am to 3 pm, every week but may fill in for day or night shift as needed Day: F-W, 7 am to 7 pm, Th 3 pm to 11 pm - Every other week, 80 hours Night: Th, 11 pm to 7 am, F-W, 7 pm to 7 am - Every other week, 80 hours May be sent home early to fill in for the nightshift operator.</li></ul>			
NON-ESSENTIAL JOB FUNCTIONS:			
Performs any related non-essential functions as required.			
SKILLS AND KNOWLEDGE:			
Equipment:			
<ul style="list-style-type: none"><li>▪ Individual has the ability use the following equipment, including, but not limited to, lawn mower, weed eater, sludge pumps, chemical pumps, centrifugal blower, positive displacement pumps, rakes, shovels, hoes, drill, power washer, skid steer, forklift, pH meter, chlorine meter, oxygen meter, thermometers, scales, centrifuge, field test kits, 2-way radio, automatic samplers, evaporation oven, muffle furnace, timers;</li><li>▪ Individual uses hand tools required for, but not limited to, carpentry, masonry and mechanical;</li><li>▪ Hand tools, including, but not limited to, a hammer, wrenches, screw drivers and other tools necessary to perform duties;</li><li>▪ Individual uses eye protection, ear plugs, rubber gloves, tripod, safety harness, fall protection, winch, gas monitor, safety shoes, protective clothing, blower for safety protection, and other safety equipment that may be assigned.</li></ul>			

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Critical Skills/Expertise:

- Ability to obtain knowledge of the activated sludge process;
- Ability to interpret the process control methods and relate to the treatment process to determine the condition of facility's biology, operational targets and wasting amounts;
- Must possess the ability to follow critical verbal instructions, work alone and manage weekly and daily routine duties;
- Ability to obtain knowledge of required lab/field testing procedures;
- General knowledge of wastewater treatment chemicals and associated SDS;
- Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures;
- General knowledge of various valves, pumps, grinders, samplers, blowers and other facility equipment and their operation;
- General ability to read and understand drawings, sketches, diagrams, blueprints, or maps used in performance of duties;
- Knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- General ability to distinguish the different locations and operational characteristics of each plant and to follow a proper time management plan to ensure that all facilities are visited on a scheduled basis;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge and adherence to follow safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

RESPONSIBILITY:

Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

PHYSICAL EFFORT:

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

WORKING CONDITIONS:

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**PERSONAL WORK RELATIONSHIPS:** *Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.*

Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Aye              Mr. Stapleton              Aye

RESOLUTION NO. 14-261

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE TRUCK DRIVER WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Truck Driver with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Truck Driver with Environmental Services.

Job Title:	Truck Driver	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD) (AFSCME #8)	Position Type:	Full Time
Typical Work Schedule:	7:00am – 3:00pm Mon -Fri	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt

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How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>
Objectives	
Individual is responsible for transporting wastewater treatment facility sludge to approved sites. Individual reports to Operations Manager.	
Job Standards	
A high school diploma or equivalent combined with a minimum of two years related work experience required.  Must possess a valid Commercial Driver's License class A with all necessary endorsements and have an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times, including insurability.  All required licenses and certifications must be maintained as a continued condition of employment.	
Job Description	
<b>ESSENTIAL JOB FUNCTIONS:</b> <ul style="list-style-type: none"><li>Demonstrates regular and predictable attendance;</li><li>Communicates with manager to determine need, amount and location of sludge to be removed;</li><li>Loads trucks and drives to pre-determined location;</li><li>Applies and/or disposes sludge as directed;</li><li>Maintains trucks by washing, checking fluids, and lubrication;</li><li>Takes sludge and soil samples as needed;</li><li>Performs daily vehicles inspections and retains records of preventative maintenance of all sludge related trucks and equipment;</li><li>Must comply with all CDL laws;</li><li>Inspects trucks regularly for assessment of maintenance and repair needs;</li><li>Overtime as required;</li><li>Knowledge of wastewater treatment chemicals and associated SDS;</li><li>Cleans and maintains assigned work areas;</li><li>Responsible for the cleaning of the truck bay and surrounding areas of the biosolids process.</li><li>Performs any related essential functions as required;</li><li>Other duties as assigned.</li></ul> <b>NON-ESSENTIAL JOB FUNCTIONS:</b> <p>Performs any related non-essential functions as required.</p> <b>I. SKILLS AND KNOWLEDGE:</b> <b>Equipment:</b> <ul style="list-style-type: none"><li>Ability to operate including, but not limited to, pressure/vacuum tank trucks, field application high floatation vehicles, dump trailers, pumps, hand tools, motor vehicle, fork lifts and tractor-trailer equipment;</li><li>Ability to perform vehicle inspections on vehicles and follow all safety requirements as established by law;</li><li>Ability to operate pumps and manage hoses.</li></ul> <b>Critical Skills/Expertise:</b> <ul style="list-style-type: none"><li>Knowledge of the methods, materials, tools, equipment, and standard practices of truck driving;</li><li>Knowledge of the preventative measures connected with tank truck operation and dump trailer operation and maintenance;</li><li>Ability to perform basic mathematic calculations;</li><li>Ability to perform minor truck maintenance;</li><li>Ability to communicate effectively, both orally and written;</li><li>Ability to understand and carry-out oral and written instructions;</li><li>Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>Thorough knowledge and adherence to follow safety policies, procedures and practices;</li><li>Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul> <b>II. RESPONSIBILITY</b> <p>Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p> <b>III. PHYSICAL EFFORT</b> <p><b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred</p>	

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(100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm’s reach and also at varying distances.

**IV. WORKING CONDITIONS**  
Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**V. PERSONAL WORK RELATIONSHIPS**  
Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.

Vote on Motion                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye                      Mr. Stapleton                      Aye

RESOLUTION NO. 14-262

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ASSISTANT  
OPERATIONS SUPERINTENDENT WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Assistant Operations Superintendent with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Assistant Operations Superintendent with Environmental Services.

<b>Job Title:</b>	Assistant Operations Superintendent	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	Varies	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual assists Operations Superintendent in the overall operations and maintenance of all DCRSD wastewater treatment facilities and appurtenances. Individual reports to the Operations Superintendent.			
<b>Job Standards</b>			
Bachelor's degree in civil engineering, chemistry, biology or related field; or high school diploma or equivalent, combined with a minimum of seven (7) years experience in the wastewater field required. Must have an Ohio EPA Certified Class III Wastewater Operator Certificate. A minimum of three (3) years Wastewater Plant Management experience preferred combined with a demonstrated ability to effectively manage and lead subordinate personnel. Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability. All required licenses and certificates must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b>ESSENTIAL JOB FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Assists the Operations Superintendent in the overall operations and maintenance of the DCRSD;</li><li>▪ Manages the DCRSD Industrial Pre-Treatment Program;</li><li>▪ Provides recommendations for and prepares new policies for the pretreatment and laboratory programs;</li><li>▪ Prepares required monitoring reports of the Pretreatment Program to the Ohio EPA and the Operations Superintendent;</li><li>▪ Identifies industrial and commercial facilities that may be subject to the rules and regulations as defined in 40 CFR. OAC 3745-3 and Delaware County Sewer Use Resolution;</li><li>▪ Reviews and interprets all pretreatment regulations, including DCRSD NPDES permits to insure the program is in compliance with the current laws and regulations;</li><li>▪ Prepares guidelines for tracking major shock or toxic loads that have been received at the treatment facility;</li><li>▪ Serves on the DCRSD's Joint Health and Safety Committee and assist with the administration of safety policies and procedures;</li><li>▪ Prepares daily, weekly, monthly and annual reports as required by the Operations Superintendent and the Ohio Environment Protection Agency including, but not limited to, the daily operator of record log, project task lists, monthly e-DMR, annual SSO reports, and annual sludge reports, NPDES permit</li></ul>			



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renewals, and effectively corresponds with the Ohio EPA on the annual compliance inspection reports and other correspondence as required;

- Demonstrates a comprehensive and professional knowledge of wastewater treatment; governmental policies and procedures; and federal, state and local environmental and safety rules and regulations;
- Projects and recommends annual budget;
- Develops, implements, and evaluates, in conjunction with the Operations Superintendent, policies and regulations for the operation of County wastewater treatment facilities;
- Plans long and short term goals for facilities and determines priorities of goals;
- Consistently recommends, administers and enforces rules, regulations and department policies;
- Supports water reclamation programs by working with local agencies, attending meetings, conferences, workshops and performing a variety of public relations duties;
- Reviews current literature and attends seminars and conferences to keep up-to-date on developments in the field of wastewater treatment;

**ESSENTIAL JOB FUNCTIONS:**

- Directs the preparation of technical studies and reports, such as unit optimization reports; coordinates with the Operations Superintendent, Director, and engineering staff on the design and planning of treatment facility modifications and expansion;
- Supervises staff by assigning work, planning and estimating project completion, monitoring performance, training employees, assessing personnel situations;
- Performs any related essential functions as required;
- Other duties as assigned.

**NON-ESSENTIAL JOB FUNCTIONS:**

Performs all related non-essential functions as required.

**SKILLS AND KNOWLEDGE:**

**Equipment:**

- Individual operates computer, related applications and other equipment necessary to perform duties.
- Individual must be able to operate or be familiar with all equipment associated with the district.
- Individual occasionally uses rubber gloves and eye protection for safety purposes.
- Ability to use a motor vehicle is required.

**Critical Skills/Expertise:**

- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Thorough knowledge of federal, state and local rules and regulations concerning water and wastewater issues;
- Thorough knowledge of the principles, equipment and procedures of wastewater treatment and related disciplines;
- Ability to use personal computers, Microsoft Office, and other computer software that may be used by the department;
- Knowledge of management principles;
- Thorough knowledge of principles, practices and methods of wastewater treatment chemistry and biology soil science, and processes;
- Thorough knowledge of OSHA safety practices and procedures;
- Thorough knowledge of wastewater treatment chemicals and associated SDS;
- Ability to communicate effectively, both orally and in writing;
- Ability to organize and direct operations;
- Working knowledge of the fundamentals of interviewing and recruitment;
- Ability to define problems and initiate corrective action;
- Ability to perform mathematical calculations;
- Ability to effectively manage, supervise and lead subordinate personnel;
- Thorough knowledge of federal and Ohio EPA regulations;
- Thorough knowledge of budgeting fundamentals;
- Ability to determine facts and draw valid conclusions;
- Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**II. RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Assistant Operations Superintendent provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data



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resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.
III. <u>PHYSICAL EFFORT:</u>
Physical Requirements: Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.
Physical Activity: The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.
Visual Activity: Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.
IV. <u>WORKING CONDITIONS:</u>
Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.
V. <u>PERSONAL WORK RELATIONSHIPS:</u>
Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.
<u>SUPERVISORY AND MANAGERIAL FUNCTION:</u>
Span of Control: Individual assists the Operations Superintendent in supervising the following managers and their subordinates:
<div><div></div><div>Operations Manager</div><div>Operations Manager IV</div><div>Collection System Manager</div><div>Maintenance Manager</div></div>
<u>Supervisory Functions:</u>
Planning: Individual assists the Operations Superintendent in planning short and long term goals for the DCRSD.
Organizing: Individual assists the operational organization of the DCRSD.
Budgeting: Individual assists in the preparation of the DCRSD's annual budget for submittal to the Director.
Directing: Individual directs overall system operation through assignments to subordinate supervisors or directly to employees; and daily activities in the Superintendent's absence.
Counseling and Discipline: Individual disciplines and counsels employees regarding Delaware County rules and regulations. Individual interprets collective bargaining agreement.
Appraising Performance: Individual reviews employees regularly.
Other Personnel Functions: Individual interviews, evaluates, selects or recommends individuals for hire. Individual approves all leave requests in the Superintendent's absence. Individual determines training needs of employees for employee development.

Vote on Motion                      Mr. Stapleton      Aye      Mr. Merrell      Aye      Mr. O'Brien      Aye

RESOLUTION NO. 14-263

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE COLLECTION SYSTEM  
MANAGER WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Collection System Manager with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Collection System Manager with Environmental Services.

<b>Job Title:</b>	Collection System Manager	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	Varies	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for the operation and maintenance of the sanitary sewer collection system and the commercial surcharge sampling program. Individual reports to the Operations Superintendent.			
<b>Job Standards</b>			
A high school diploma or equivalent plus related work experience and special training are required.			
Individual must possess an Ohio EPA Class II Wastewater Collection System Operator Certification or higher.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary			

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<p>endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability</p> <p>A Pipeline Assessment Certification Program, Manhole Assessment Certification Program, and Lateral Assessment Certification Program certifications are required.</p> <p>All required licenses and certificates must be maintained as a condition of continued employment.</p>
<p><b>Job Description</b></p>
<p><b><u>ESSENTIAL JOB FUNCTIONS:</u></b></p> <ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Required to be the Ohio EPA Operator of Record for the Collection Systems for the entire DCRSD;</li><li>▪ Supervises and organizes after hour call-ins and repairs on an as needed basis;</li><li>▪ Responds to emergency situations, coordinates personnel and equipment, implement needed procedures and precautions;</li><li>▪ Implements, updates and manages the DCRSD Capacity, Management, Operations and Maintenance (CMOM) program;</li><li>▪ Implements, updates and manages the DCRSD Fat, Oil and Grease (FOG) program;</li><li>▪ Tracks the inspection and progress being made on projects subject to the 5 year sub-dividers Maintenance Bond agreements;</li><li>▪ Supervises the jet/vacuum truck for routine and emergency cleaning as required;</li><li>▪ Supervises the use and maintenance of camera equipment to maintain the Collection System;</li><li>▪ Supervises and insures the efficient operations of the Wastewater Collection System;</li><li>▪ Supervises and organizes the commercial surcharge sampling program by scheduling field samples and providing customer service;</li><li>▪ Instructs personnel in use of portable sampling equipment and maintenance;</li><li>▪ Locates infiltration and inflow leaks by using smoke and dye testing procedures;</li><li>▪ Schedules repair work on system by securing excavation equipment and contract repairs required for sewers or force mains;</li><li>▪ Supervises the installation and maintenance of temporary flow meters and/or sampling devices and collects samples from various commercial and industrial sampling sites;</li><li>▪ Maintains all related collection system maintenance records;</li><li>▪ Maintains and installs odor control equipment within the collection system;</li><li>▪ Prepares daily, weekly, monthly and annual reports as required by the Operations Superintendent and the Ohio EPA including, but not limited to, the daily operator of record log, project task lists, annual SSO reports, and effectively corresponds with the Ohio EPA on the annual compliance inspection reports and other correspondence as required;</li></ul> <p><b><u>ESSENTIAL JOB FUNCTIONS CONTINUED:</u></b></p> <ul style="list-style-type: none"><li>▪ Coordinates the procurement of various products and services required by the DCRSD including the preparation of bid specifications, evaluation, product performance testing, contract preparation and recommendation for the selection of the best bidder to the Operations Superintendent;</li><li>▪ Plans, schedules, organizes and supervises the work of the facility personnel, including time and attendance scheduling, authorizing overtime and sick, compensatory or vacation leave;</li><li>▪ Assigns work, plans work schedule, monitors and trains employees;</li><li>▪ Conducts inspections and maintains assigned work areas, as required;</li><li>▪ Maintains a complete inventory of all department tools and equipment;</li><li>▪ Consistently administers and enforces rules, regulations and department policies;</li><li>▪ Serves on the DCRSD's Joint Health and Safety Committee and assist with the administration of safety policies and procedures;</li><li>▪ Prepares preliminary budgets for operation and maintenance of the department;</li><li>▪ Monitors the department's budget and makes necessary adjustments throughout the fiscal year;</li><li>▪ Reviews and recommends staffing, scheduling and equipment needs to Operations Superintendent;</li><li>▪ Approves bi-weekly payroll for subordinate employees;</li><li>▪ Ability to effectively manage, supervise and lead subordinate personnel;</li><li>▪ In conjunction with the Operations Superintendent and Human Resources, prepares responses to grievances per the Collective Bargaining Agreement;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul> <p><b><u>NON-ESSENTIAL JOB FUNCTIONS:</u></b></p> <p>Performs any related non-essential functions as required.</p> <p><b><u>SKILLS AND KNOWLEDGE:</u></b></p> <p><b>Equipment</b></p> <ul style="list-style-type: none"><li>▪ Individual operates computer, related applications and other equipment necessary to perform duties.</li><li>▪ Individual must be able to operate all equipment associated with the department.</li><li>▪ Individual occasionally uses rubber gloves and eye protection for safety purposes.</li><li>▪ Ability to use a motor vehicle is required.</li></ul> <p><b>Critical Skills/Expertise</b></p>

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<div><ul style="list-style-type: none"><li>▪ Thorough knowledge of materials, tools, and standard practices of a variety of mechanical trades with particular emphasis on collection system equipment;</li><li>▪ Ability to read and interpret written material, blueprints, service contract , bid documents and construction drawings;</li><li>▪ Thorough knowledge of the occupational hazards associated with general maintenance operations, including confined space entry;</li><li>▪ Thorough knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Knowledge of mechanical means and methods;</li><li>▪ Thorough knowledge of pumps, motors, valves and collection system equipment;</li><li>▪ Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;</li><li>▪ Thorough knowledge of OSHA safety practices and procedures;</li><li>▪ Ability to communicate effectively, both orally and in writing;</li><li>▪ Ability to communicate and work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors in regards to collection system maintenance, backups or spills;</li><li>▪ Ability to organize and direct operations;</li><li>▪ Ability to define problems and initiate corrective action;</li><li>▪ Ability to perform mathematical calculations;</li><li>▪ Ability to effectively supervise, manage and lead subordinate personnel;</li><li>▪ Knowledge of federal and state EPA regulations;</li><li>▪ Ability to determine facts and draw valid conclusions;</li><li>▪ Knowledge of basic supervisory skills;</li><li>▪ Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;</li><li>▪ Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul></div>
<div><p><b><u>RESPONSIBILITY:</u></b> Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p><p><b><u>PHYSICAL EFFORT:</u></b> <b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p><p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p><p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm’s reach and also at varying distances.</p><p><b><u>WORKING CONDITIONS:</u></b> Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p><p><b><u>PERSONAL WORK RELATIONSHIPS:</u></b> Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.</p><p><b><u>SUPERVISORY AND MANAGERIAL FUNCTION:</u></b> <b>Span of Control:</b> Individual supervises the following subordinates:</p><div><ul style="list-style-type: none"><li>▪ Collection System Technicians</li><li>▪ Lead Collection System Technician</li></ul></div><p><b><u>Supervisory Functions:</u></b> <b>Planning:</b> Individual plans short and long term goals of operations to achieve goals. <b>Organizing:</b> Individual coordinates maintenance projects with Department Managers to achieve goals as required. <b>Budgeting:</b> Individual prepares recommendations for the budget to operate and maintain the collection system. <b>Instructing:</b> Individual instructs subordinates in proper operations, sampling techniques, also maintenance for the collections system. <b>Training:</b> Individual ensures proper training for each collections system technician in the proper duties and techniques for the collection system. <b>Counseling and Discipline:</b> Individual disciplines and counsels employees within the rules and regulations of Delaware County and within the collective bargaining agreement. <b>Other Personnel Functions:</b> Individual approves subordinates leave requests, helps interview new employees,</p></div>

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and evaluates subordinates' performance.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

RESOLUTION NO. 14-264

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE CONSTRUCTION COORDINATOR WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Construction Coordinator with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Construction Coordinator with Environmental Services.

Job Title:	Construction Coordinator	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD)	Position Type:	Full Time
Typical Work Schedule:	Varies	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Responsibilities include overseeing construction, plans, and directly supervise the work of the Inspectors as well as ensuring a high quality of work from contractors. Individual reports to the Sanitary Engineer/Director of Environmental Services.			
Job Standards			
Two years of higher education plus course work in civil engineering, drafting, surveying, and math. Must possess a valid Ohio Driver's License and have an acceptable driving record. Must meet and maintain qualifications for driving on county business at all times, including insurability. All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b><u>ESSENTIAL JOB FUNCTIONS:</u></b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Schedules Inspectors' daily and weekly projects;</li><li>▪ Coordinates inspection projects with contractors;</li><li>▪ Checks inspectors' work on job sites and assists with problems;</li><li>▪ Updates Supervisor on project status;</li><li>▪ Reviews Inspectors' reports for all present jobs;</li><li>▪ Reviews construction plans and cut sheets;</li><li>▪ Maintains records of past and current construction projects;</li><li>▪ Releases projects for Commissioners approval;</li><li>▪ Updates system inventory for Auditors office;</li><li>▪ Maintains communication with developers in regards to bond information and repairs;</li><li>▪ Responsible for line locations as required by the Ohio Utility Protection System;</li><li>▪ Conducts pre-construction meetings;</li><li>▪ Assists Engineers on construction projects.</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b><u>NON-ESSENTIAL JOB FUNCTIONS:</u></b>			
Performs any related non-essential functions as required.			
<b><u>I. JOB REQUIREMENTS:</u></b>			
<b>Equipment:</b> Individual uses the following equipment including, but not limited to, probe rod, mandrel, calculator, tape measure, surveying, drafting equipment, and other equipment necessary to perform duties. Individual uses hard hat, steel-toed boots, and ear plugs for safety protection.			
<b>Critical Skills/Expertise:</b>			

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<ul style="list-style-type: none"><li>▪ Ability to read construction plans;</li><li>▪ Thorough knowledge of Delaware County sanitary sewer line specifications;</li><li>▪ Working knowledge of appropriate engineering practices;</li><li>▪ Ability to communicate effectively, both orally and in writing;</li><li>▪ Ability to organize and maintain Inspectors' work schedules; and</li><li>▪ Ability to perform mathematical calculations.</li><li>▪ Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;</li><li>▪ Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul>
<p><b>II. DIFFICULTY OF WORK:</b> Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures.</p>
<p><b>III. RESPONSIBILITY:</b> All plan reviews are reviewed and approved by Supervisor. Individual is given general direction in following established practices and clear-cut policies. Supervisor provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors may cause delays in work or loss in expenditures for materials and/or equipment, time or unjustified work.</p>
<p><b>IV. PERSONAL WORK RELATIONSHIPS:</b> Contact is with co-workers, employees from public and private sector organizations and the public. The purposes of these contacts are to compare notes, solve problems, and handle complaints.</p>
<p><b>V. PHYSICAL EFFORT AND WORK ENVIRONMENT:</b> <b>Physical Requirements:</b> Incumbent performs light to heavy work, which may require the lifting of up to fifty (50) pounds occasionally.</p> <p><b>Physical Activity:</b> Incumbent performs the following physical activities: climbing, balancing, stooping, kneeling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking and listening.</p> <p><b>Visual Activity:</b> The minimum visual activity of the seeing job is close to the eyes.</p> <p><b>Job Location:</b> Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one (1) hour. Individual is exposed to noise and hazards. Individual is also exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases or poor ventilation.</p> <p><b>SUPERVISORY AND MANAGERIAL FUNCTION:</b> <b>Span of Control:</b> Individual supervises the following subordinates: Inspectors <b>Supervisory Functions:</b> <b>Planning and Organizing:</b> Individual plans and organizes Inspectors' daily and weekly work. <b>Directing:</b> Individual directs Inspectors daily in their job assignments. <b>Instructing:</b> Individual ensures proper training for each Inspector. <b>Setting Standards:</b> Individual has input on setting standards for the department. <b>Reviewing:</b> Individual reviews all Inspectors' reports to ensure compliance with Delaware County regulations. <b>Other Personnel Functions:</b> Individual assists in the hiring process for Inspectors.</p>

Vote on Motion                      Mr. Merrell                      Aye                      Mr. Stapleton                      Aye                      Mr. O'Brien                      Aye

RESOLUTION NO. 14-265

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE MAINTENANCE  
MANAGER WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Maintenance Manager with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Maintenance Manager with Environmental Services.

Job Title:	Maintenance Manager	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD)	Position Type:	Full Time

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Typical Work Schedule:	Varies	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		
Objectives			
Individual is responsible for the maintenance and repairs of the DCRSD's mechanical equipment and facilities as required to provide continued operations. Individual reports to the Operations Superintendent.			
Job Standards			
A high school diploma or equivalent and five years related work experience and special training required. Background in electrical maintenance and management experience in wastewater and/or maintenance is preferred.			
Individual must possess an Ohio EPA Class II Wastewater Collection System Operator Certification or higher.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability			
All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b><u>ESSENTIAL JOB FUNCTIONS:</u></b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Required to be the Ohio EPA Operator of Record for the pump stations for the entire DCRSD;</li><li>▪ Supervises and organizes after hour call-ins and repairs on an as needed basis;</li><li>▪ Responds to emergency situations, coordinates personnel and equipment, implement needed procedures and precautions;</li><li>▪ Supervises staff that is involved with maintenance programs including, but not limited to, assigning tasks to related staff, monitoring performance (including safety practice), and training employees, implementing and utilizing maintenance software programs;</li><li>▪ Manages maintenance requirements of all equipment and communication systems throughout DCRSD including, but not limited to pumps, blowers, motors, mechanical equipment, electrical controls, components and system, communication and SCADA systems;</li><li>▪ Supervises the operation of the maintenance software program, opening and closing of work orders, issuing work orders, inventory record keeping and other associated tasks of the software;</li><li>▪ Supervises the preventative maintenance (PM) of the DCRSD facilities, including the lubrication and electrical PM programs;</li><li>▪ Obtains bids, quotes and qualifications of outside contractors;</li><li>▪ Oversees completion of various projects and all installations;</li><li>▪ Knowledge of wastewater treatment chemicals and associated SDS;</li><li>▪ Prepares daily, weekly, monthly and annual reports as required by the Operations Superintendent and the Ohio EPA including, but not limited to, the daily operator of record log, project task lists, SSO reporting and effectively corresponds with the Ohio EPA as required;</li><li>▪ Coordinates the procurement of various products and services required by the DCRSD including the preparation of bid specifications, evaluation, product performance testing, contract preparation and recommendation for the selection of the best bidder to the Operations Superintendent;</li><li>▪ Plans, schedules, organizes and supervises the work of the department personnel, including time and attendance scheduling, authorizing overtime and sick, compensatory or vacation leave;</li></ul>			
<b><u>ESSENTIAL JOB FUNCTIONS CONTINUED:</u></b>			
<ul style="list-style-type: none"><li>▪ Assigns work, plans work schedule, monitors and trains employees;</li><li>▪ Conducts inspections and maintains assigned work areas, as required;</li><li>▪ Responsible for maintaining a complete inventory of all department tools and equipment;</li><li>▪ Consistently administers and enforces rules, regulations and department policies;</li><li>▪ Individual will be assigned to the DCRSDs Joint Health and Safety Committee and assist with the administration of safety policies and procedures;</li><li>▪ Prepares preliminary budgets for operation and maintenance of the department;</li><li>▪ Monitors the department's budget and makes necessary adjustments throughout the fiscal year;</li><li>▪ Reviews and recommends staffing, scheduling and equipment needs to the Operations Superintendent;</li><li>▪ Approves bi-weekly payroll for subordinate employees;</li><li>▪ In conjunction with the Operations Superintendent and Human Resources, prepares responses to grievances per the Collective Bargaining Agreement;</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b><u>NON-ESSENTIAL JOB FUNCTIONS:</u></b>			
Performs any related non-essential functions as required.			
<b><u>SKILLS AND KNOWLEDGE:</u></b>			
<b>Equipment:</b>			
<ul style="list-style-type: none"><li>▪ Individual operates computer, related applications and other equipment necessary to perform duties.</li></ul>			

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- Individual must be able to operate all equipment associated with the department.
- Individual occasionally uses rubber gloves and eye protection for safety purposes.
- Ability to use a motor vehicle is required.

**Critical Skills/Expertise:**

- Thorough knowledge of materials, tools and standard practices of a variety of mechanical trades with a particular emphasis on wastewater treatment equipment;
- Thorough knowledge of safety procedures including, but not limited to, Confined Space Entry, Lock Out / Tag Out, Arc Flash and proper PPE;
- Ability to read and interpret written material;
- Knowledge of the precautionary procedures associated with the occupational hazards related to general maintenance operations, including confined space entry;
- Knowledge of biological treatment procedures and chemicals for disinfecting;
- Thorough knowledge of OSHA safety practices and procedures;
- Ability to communicate effectively, both orally and in writing;
- Ability to organize and direct operations;
- Ability to define problems and initiate corrective action;
- Ability to perform mathematical calculations;
- Knowledge of federal and state EPA regulations;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Ability to determine facts and draw valid conclusions;
- Ability to effectively manage, supervise and lead subordinate personnel;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Thorough knowledge and adherence to follow and ensure compliance with safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**WORKING CONDITIONS:**

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**PERSONAL WORK RELATIONSHIPS:**

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.

**SUPERVISORY AND MANAGERIAL FUNCTION:**

**Span of Control:** Individual supervises the following subordinates :

- Maintenance Technicians
- Lead Maintenance Technicians
- Electronic Maintenance Technicians

**Supervisory Functions:**

**Planning:** Individual plans short and long term goals of operations to achieve goals.

**Organizing:** Individual coordinates maintenance projects with Managers to achieve project goals.

**Budgeting:** Individual prepares recommendations budget for maintenance of facilities.

**Instructing:** Individual instructs subordinates in proper operations, sampling techniques, and maintenance for facilities.

**Training:** Individual ensures proper training for each maintenance technician in the proper duties and procedures for the DCRSD.

**Counseling and Discipline:** Individual disciplines and counsels employees within the rules and regulations of Delaware County and within the collective bargaining agreement.



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**Other Personnel Functions:** Individual approves subordinates leave requests, helps interview new employees, and evaluates subordinates' performance.

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Merrell      Aye

RESOLUTION NO. 14-266

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE OPERATIONS  
MANAGER CLASS IV WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Operations Manager Class IV with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Operations Manager Class IV with Environmental Services.

Job Title:	Operations Manager Class IV	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD)	Position Type:	Full Time
Typical Work Schedule:	Varies	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual is responsible for managing the operation of a regional wastewater treatment facility or multiple package plants within the DCRSD. Individual reports to the Operations Superintendent.			
Job Standards			
Bachelor's degree in chemistry, biology or related field; or high school diploma or equivalent, combined with a minimum of five years' experience in the wastewater field; or nine years of directly relevant work experience.			
Individual must possess an Ohio EPA Class IV Wastewater Operator Certificate.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability			
All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b>ESSENTIAL JOB FUNCTIONS:</b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ May be required to be the Ohio EPA Operator of Record of a Class III or Class IV facility;</li><li>▪ Supervises and insures the efficient operation of a wastewater treatment facility;</li><li>▪ Supervises staff involved with the wastewater treatment programs including, but not limited to, assigning work, planning, monitoring performance (including safety practices) and training employees;</li><li>▪ Analyzes and makes necessary operational changes to insure efficient operation of the wastewater treatment facility;</li><li>▪ Inspects and requests necessary maintenance requirements for scheduling, enters work orders on maintenance program, helps prioritize maintenance needs for facility, monitors progress of work orders;</li><li>▪ Supervises laboratory within the wastewater treatment facility;</li><li>▪ Establishes, maintains, and performs training for a laboratory chemical hygiene plan and overall laboratory safety as required by Local, State and Federal regulations;</li><li>▪ Establishes wastewater laboratory quality control/quality assurance within Ohio EPA requirements;</li><li>▪ Attends meetings and assists in annual inspections to industrial and commercial accounts as required by the Operations Superintendent;</li><li>▪ Manages the DCRSD biosolids conveyance and hauling program including both land application and land filling processes. Secure approved land application sites through application to the Ohio EPA and the transfer and disposal of biosolids to landfill;</li><li>▪ Prepares daily, weekly, monthly and annual reports as required by the Operations Superintendent and the Ohio Environment Protection Agency including, but not limited to, the daily operator of record log, project task lists, monthly e-DMR, annual SSO reports, annual sludge reports, NPDES permit renewals, and effectively corresponds with the OEPA on the annual compliance inspection reports and other correspondence as required;</li><li>▪ Coordinates the procurement of various products and services required by the DCRSD including the preparation of bid specifications, evaluation, product performance testing, contract preparation and recommendation for the selection of the best bidder to the Operations Superintendent;</li><li>▪ Plans, schedules, organizes and supervises the work of the facility personnel, including time and attendance scheduling, authorizing overtime and sick, compensatory or vacation leave;</li></ul>			

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- Assigns work, plans work schedule, monitors and trains employees;

**ESSENTIAL JOB FUNCTIONS CONTINUED:**

- Conducts inspections and maintains assigned work areas, as required;
- Maintains a complete inventory of all department tools and equipment;
- Consistently administers and enforces rules, regulations and department policies;
- Serves on the DCRSD's Joint Health and Safety Committee and assist with the administration of safety policies and procedures;
- Prepares preliminary budgets for operation and maintenance of the department;
- Monitors the department's budget and makes necessary adjustments throughout the fiscal year;
- Reviews and recommends staffing, scheduling and equipment needs to Operations Superintendent;
- Approves bi-weekly payroll for subordinate employees;
- In conjunction with the Operations Superintendent and Human Resources, prepares responses to grievances per the Collective Bargaining Agreement;
- Performs any related essential functions as required;
- Other duties as assigned.

**NON-ESSENTIAL JOB FUNCTIONS:**

Performs any related non-essential functions as required.

**SKILLS AND KNOWLEDGE:**

**Equipment:**

- Individual operates computer, related applications and other equipment necessary to perform duties.
- Individual must be able to operate all equipment associated with the treatment plant.
- Individual occasionally uses rubber gloves and eye protection for safety purposes.
- Ability to use a motor vehicle is required.

**Critical Skills/Expertise:**

- Thorough knowledge of principles, practices and methods of wastewater treatment, chemistry and biology;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Thorough knowledge of OSHA safety practices and procedures;
- Thorough knowledge of wastewater treatment chemicals and associated SDS;
- Ability to communicate effectively, both orally and in writing;
- Ability to organize and direct operations;
- Ability to define problems and initiate corrective action;
- Ability to perform mathematical calculations;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Ability to effectively manage, supervise and lead subordinate personnel;
- Knowledge of federal and state EPA regulations;
- Ability to determine facts and draw valid conclusions;
- Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**WORKING CONDITIONS:**

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

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<p><b><u>PERSONAL WORK RELATIONSHIPS:</u></b></p> <p>Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.</p> <p><b><u>SUPERVISORY AND MANAGERIAL FUNCTION:</u></b></p> <p><b>Span of Control:</b> Individual supervises the following subordinates:</p> <ul style="list-style-type: none"><li>▪ Lead Operator</li><li>▪ Operators</li><li>▪ Custodian</li><li>▪ Chemists</li><li>▪ Truck Driver</li><li>▪ Building and Grounds Technician</li></ul> <p><b>Supervisory Functions:</b></p> <p><b>Planning:</b> Individual plans short and long term goals of operations to achieve goals.</p> <p><b>Organizing:</b> Individual coordinates maintenance projects with Managers to achieve project goals.</p> <p><b>Budgeting:</b> Individual prepares recommendations budget for operations of facility.</p> <p><b>Instructing:</b> Individual instructs subordinates in proper operations, sampling techniques, also maintenance for the specific facility.</p> <p><b>Training:</b> Individual ensures proper training for each subordinate in the proper duties and techniques for the facility.</p> <p><b>Counseling and Discipline:</b> Individual disciplines and counsels employees within the rules and regulations of Delaware County and within the collective bargaining agreement.</p> <p><b>Other Personnel Functions:</b> Individual approves subordinates leave requests, helps interview new employees, and evaluates subordinates' performance.</p>
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Vote on Motion                      Mr. O'Brien              Aye              Mr. Merrell              Aye              Mr. Stapleton              Aye

RESOLUTION NO. 14-267

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE OPERATION MANAGER  
WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Operations Manager with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Operations Manager with Environmental Services.

<b>Job Title:</b>	Operations Manager	<b>Posting Dates:</b>	
<b>Department/Address:</b>	Delaware County Regional Sewer District (DCRSD)	<b>Position Type:</b>	Full Time
<b>Typical Work Schedule:</b>	Varies	<b>Pay Range:</b>	County Compensation Plan
<b>Contact Information:</b>	740/833-2120	<b>FLSA:</b>	Exempt
<b>How to apply:</b>	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
<b>Objectives</b>			
Individual is responsible for managing the operation of a regional wastewater treatment facility or multiple package plants within the DCRSD. Individual reports to the Operations Superintendent.			
<b>Job Standards</b>			
Bachelor's degree in chemistry, biology or related field; or high school diploma or equivalent, combined with a minimum of five years' experience in the wastewater field; or nine years of directly relevant work experience.			
Individual must possess an Ohio EPA Class III Wastewater Operator certificate.			
Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability.			
All required licenses and certificates must be maintained as a condition of continued employment.			
<b>Job Description</b>			
<b><u>ESSENTIAL JOB FUNCTIONS:</u></b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ May be required to be the Ohio EPA Operator of Record of a Class III or Class IV facility;</li><li>▪ Supervises and ensures the efficient operation of a wastewater treatment facility;</li><li>▪ Supervises staff involved with the wastewater treatment programs including, but not limited to, assigning work, planning, monitoring performance (including safety practices) and training employees;</li></ul>			

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- Analyzes and makes necessary operational changes to insure efficient operation of the wastewater treatment facility;
- Inspects and requests necessary maintenance requirements for scheduling, enters work orders on maintenance program, helps prioritize maintenance needs for facility, monitors progress of work orders;
- Supervises laboratory within the wastewater treatment facility;
- Establishes, maintains, and performs training for a laboratory chemical hygiene plan and overall laboratory safety as required by Local, State and Federal regulations;
- Establishes wastewater laboratory quality control/quality assurance within Ohio EPA requirements;
- Attends meetings and assists in annual inspections to industrial and commercial accounts as required by the Operations Superintendent;
- Manages the DCRSD biosolids conveyance and hauling program including both land application and land filling processes. Secures approved land application sites through application to the Ohio EPA and the transfer and disposal of biosolids to landfill;
- Prepares daily, weekly, monthly and annual reports as required by the Operations Superintendent and the Ohio EPA including, but not limited to, the daily operator of record log, project task lists, monthly e-DMR, annual SSO reports, annual sludge reports, NPDES permit renewals, and effectively corresponds with the Ohio EPA on the annual compliance inspection reports and other correspondence as required;
- Coordinates the procurement of various products and services required by the DCRSD including the preparation of bid specifications, evaluation, product performance testing, contract preparation and recommendation for the selection of the best bidder to the Operations Superintendent;
- Plans, schedules, organizes and supervises the work of the facility personnel, including time and attendance scheduling, authorizing overtime and sick, compensatory or vacation leave;
- Assigns work, plans work schedule, monitors and trains employees;
- Conducts inspections and maintains assigned work areas, as required;

**ESSENTIAL JOB FUNCTIONS CONTINUED:**

- Maintains a complete inventory of all department tools and equipment;
- Consistently administers and enforces rules, regulations and department policies;
- Serves on the DCRSD's Joint Health and Safety Committee and assists with the administration of safety policies and procedures;
- Prepares preliminary budgets for operation and maintenance of the department;
- Monitors the department's budget and makes necessary adjustments throughout the fiscal year;
- Reviews and recommends staffing, scheduling and equipment needs to Operations Superintendent;
- Approves bi-weekly payroll for subordinate employees;
- In conjunction with the Operations Superintendent and Human Resources, prepares responses to grievances per the Collective Bargaining Agreement;
- Performs any related essential functions as required;
- Other duties as assigned.

**NON-ESSENTIAL JOB FUNCTIONS:**

Performs any related non-essential functions as required.

**SKILLS AND KNOWLEDGE:**

**Equipment:**

- Individual operates computer, related applications and other equipment necessary to perform duties.
- Individual must be able to operate all equipment associated with the treatment plant.
- Individual occasionally uses rubber gloves and eye protection for safety purposes.
- Ability to use a motor vehicle is required.

**Critical Skills/Expertise:**

- Thorough knowledge of principles, practices and methods of wastewater treatment, chemistry and biology;
- Ability to distinguish the different locations of each facility in the DCRSD and to follow a proper time management plan to ensure that all assigned work is completed in a timely manner;
- Thorough knowledge of OSHA safety practices and procedures;
- Thorough knowledge of wastewater treatment chemicals and associated SDS;
- Ability to communicate effectively, both orally and in writing;
- Ability to organize and direct operations;
- Ability to define problems and initiate corrective action;
- Ability to perform mathematical calculations;
- Ability to effectively manage, supervise and lead subordinate personnel;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Knowledge of federal and state EPA regulations;

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<ul style="list-style-type: none"><li>▪ Ability to determine facts and draw valid conclusions;</li><li>▪ Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;</li><li>▪ Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;</li><li>▪ Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.</li></ul> <p><b>RESPONSIBILITY:</b> Individual is given general direction in following established practices and policies. Manager provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.</p> <p><b>PHYSICAL EFFORT:</b> <b>Physical Requirements:</b> Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.</p> <p><b>Physical Activity:</b> The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.</p> <p><b>Visual Activity:</b> Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.</p> <p><b>WORKING CONDITIONS:</b> Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.</p> <p><b>PERSONAL WORK RELATIONSHIPS:</b> Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with managers, co-workers, subcontractors, and other departmental personnel.</p> <p><b>SUPERVISORY AND MANAGERIAL FUNCTION:</b> <b>Span of Control:</b> Individual supervises the following subordinates:</p> <ul style="list-style-type: none"><li>▪ Lead Operator</li><li>▪ Regional Wastewater Facility Operators</li><li>▪ Custodian</li><li>▪ Chemists</li><li>▪ Truck Driver</li><li>▪ Building and Grounds Technician</li></ul> <p><b>Supervisory Functions:</b> <b>Planning:</b> Individual plans short and long term goals of operations to achieve goals. <b>Organizing:</b> Individual coordinates maintenance projects with managers to achieve project goals. <b>Budgeting:</b> Individual prepares recommendations budget for operations of facility. <b>Instructing:</b> Individual instructs subordinates in proper operations, sampling techniques, also maintenance for the specific facility. <b>Training:</b> Individual ensures proper training for each subordinate in the proper duties and techniques for the facility. <b>Counseling and Discipline:</b> Individual disciplines and counsels employees within the rules and regulations of Delaware County and within the collective bargaining agreement. <b>Other Personnel Functions:</b> Individual approves subordinates leave requests, helps interview new employees, and evaluates subordinates' performance.</p>
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Vote on Motion                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye                      Mr. Stapleton                      Aye

RESOLUTION NO. 14-268

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE OPERATIONS  
SUPERINTENDENT WITH ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

WHEREAS, the Director of Environmental Services recommends approving the job description for the Operations Superintendent with Environmental Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the job description for the Operations Superintendent with Environmental Services.

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Job Title:	Operations Superintendent	Posting Dates:	
Department/Address:	Delaware County Regional Sewer District (DCRSD)	Position Type:	Full Time
Typical Work Schedule:	Varies	Pay Range:	County Compensation Plan
Contact Information:	740/833-2120	FLSA:	Exempt
How to apply:	<a href="http://www.co.delaware.oh.us/hr/index.asp">http://www.co.delaware.oh.us/hr/index.asp</a>		
Objectives			
Individual is responsible for directing the operation and maintenance of all county wastewater treatment facilities and appurtenances. Individual reports to the Director of Environmental Services.			
Job Standards			
Bachelor's degree in civil engineering, chemistry, biology or related field; or high school diploma or equivalent, combined with a minimum of (10) years' experience in the wastewater field preferred. Must have minimum of (5) years Wastewater Plant Management experience and be an Ohio EPA Certified Class IV Wastewater Operator. Employee must have a valid Ohio Driver's License, Commercial Driver's License class B with necessary endorsements or ability to obtain within 12 months, and an acceptable driving record. Must meet and maintain qualifications for driving on County business at all times, including insurability All required licenses and certificates must be maintained as a condition of continued employment.			
Job Description			
<b><u>ESSENTIAL JOB FUNCTIONS:</u></b>			
<ul style="list-style-type: none"><li>▪ Demonstrates regular and predictable attendance;</li><li>▪ Demonstrates a comprehensive and professional knowledge of wastewater treatment; governmental policies and procedures; and federal, state and local environmental and safety rules and regulations;</li><li>▪ Supervises, coordinates and reviews the activities of the Assistant Operations Superintendent by means of conferences, written directives, and review of reports of the Pre-treatment Program.</li><li>▪ Supervises, coordinates and reviews the operational activities of the Operations Managers by means of conferences, written directives, review of reports and observation of facility operations; analyzes data reporting plant efficiency and orders necessary changes in operation;</li><li>▪ Supervises, coordinates and reviews the maintenance and collections activities of the Maintenance Manager and Collection System Manager by means of conferences, written directives, review of reports and observation of daily functions; analyzes data and orders necessary changes in operation;</li><li>▪ Prepares, justifies, and administers annual operation and maintenance budgets for all regional facilities, package plants and appurtenances;</li><li>▪ Develops, implements and evaluates, in conjunction with the Director, policies and regulations for the operation of County wastewater treatment facilities;</li><li>▪ Plans long and short term goals for facilities and determines priorities of goals;</li><li>▪ Consistently recommends, administers and enforces rules, regulations and department policies;</li><li>▪ Organizes and serves as Chairperson of the DCRSD Joint Health and Safety Committee. Prepares meeting agendas and issues assignments to subordinates in maintaining safety throughout the DCRSD.</li><li>▪ Reviews current literature and attends seminars and conferences to keep up-to-date on developments in the field of wastewater treatment;</li><li>▪ Directs the preparation of technical studies and reports, such as unit optimization reports; coordinates with Director, and engineering staff on the design and planning of treatment facility modifications and expansion;</li><li>▪ Reviews, prepares and submits all monthly, quarterly, and annual reports of operation to Ohio EPA, USEPA and all other regulatory agencies. Is the "responsible charge" person for all matters concerning Ohio EPA and USEPA.</li><li>▪ Performs any related essential functions as required;</li><li>▪ Other duties as assigned.</li></ul>			
<b><u>NON-ESSENTIAL JOB FUNCTIONS:</u></b>			
Performs any related non-essential functions as required.			
<b><u>SKILLS AND KNOWLEDGE:</u></b>			
Equipment			
<ul style="list-style-type: none"><li>▪ Individual operates computer, related applications and other equipment necessary to perform duties.</li><li>▪ Individual must be able to operate or be familiar with all equipment associated with the departments.</li><li>▪ Individual occasionally uses rubber gloves and eye protection for safety purposes.</li><li>▪ Ability to use a motor vehicle is required.</li></ul>			
Critical Skills/Expertise			
<ul style="list-style-type: none"><li>▪ Thorough and expert knowledge of federal, state and local rules and regulations concerning water and wastewater issues, including, but not limited to, the Ohio Revised Code, Ohio Administrative Code, Ohio EPA regulations;</li><li>▪ Thorough and expert knowledge of the principles, equipment and procedures of wastewater treatment and related disciplines, including chemistry, biology, and soil science;</li></ul>			

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- Thorough knowledge of OSHA safety practices and procedures;
- Knowledge and ability to apply progressive management principles to plan and implement goals and objectives;
- Ability to manage and lead subordinate personnel to develop and implement programs and projects, to delegate duties, to develop collaborative relationships, to effectively evaluate and to initiate and recommend corrective action;
- Ability to communicate effectively, both orally and in writing;
- Ability to effectively organize and direct operations;
- Working knowledge of the fundamentals of recruiting, interviewing, and counseling;
- Ability to define problems, determine facts and draw valid conclusions;
- Ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Ability to effectively manage, supervise and lead subordinate personnel;
- Ability to perform mathematical calculations;
- Thorough knowledge of budgeting fundamentals;
- Thorough knowledge and ability to use computer programs such as Microsoft Word, Excel, Access, and Outlook;
- Thorough knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations.

**II. RESPONSIBILITY:**

Individual is given general direction in following established practices and policies. Operations Superintendent provides technical instruction upon request. Individual independently makes critical decisions on a daily basis. Errors in work may not be detected and can cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information. Errors may cause minor to gross pollution of the receiving stream, resulting in possible human health concerns, ecological damage, and fines.

**III. PHYSICAL EFFORT:**

**Physical Requirements:** Individual performs heavy work, which may require the lifting of up to one hundred (100) pounds.

**Physical Activity:** The physical activity of the position is manual dexterity, talking, hearing, reaching, climbing, balancing, stooping, crouching, crawling, standing, pushing, pulling, lifting, grasping, feeling, and walking.

**Visual Activity:** Individual performs work where the seeing job is close to the eyes and at or within arm's reach and also at varying distances.

**IV. WORKING CONDITIONS:**

Individual works both inside and outside and is exposed to temperatures below 32 degrees and above 100 degrees for periods of more than one hour. Individual is exposed to noise, vibration, oil, chemicals, and physical hazards. Individual may be exposed to atmospheric conditions such as fumes, odors, dusts, mists, gases, or poor ventilation.

**V. PERSONAL WORK RELATIONSHIPS:**

Individual has contact with co-workers, employees in the department, and the general public. Individual may communicate with the public. Individual is responsible for maintaining a positive working relationship with supervisors, co-workers, subcontractors, and other departmental personnel.

**SUPERVISORY AND MANAGERIAL FUNCTION:**

**Span of Control:** Individual supervises the following Managers and their subordinates :

- Assistant Operations Superintendent
- Operations Manager
- Operations Manager IV
- Collection System Manager
- Maintenance Manager

**Supervisory Functions:**

**Planning:** Individual plans short and long term goals for the DCRSD.

**Organizing:** Individual oversees the operational organization of the DCRSD.

**Budgeting:** Individual prepares, justifies and administers the DCRSD's annual budget for submittal to the Director.

**Directing:** Individual directs overall system operation through assignments to subordinate supervisors or directly to employees.

**Counseling and Discipline:** Individual disciplines and counsels employees regarding Delaware County rules and regulations. Individual interprets collective bargaining agreement.

**Appraising Performance:** Individual reviews employees regularly.

**Other Personnel Functions:** Individual interviews, evaluates, selects or recommends individuals for hire. Individual determines training needs of employees for employee development.



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RESOLUTION NO. 14-269

IN THE MATTER OF APPROVING THE REVISED ENVIRONMENTAL SERVICES,  
WASTEWATER DIVISION SPECAT WAGE SCALE:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Assistant County Administrator and Director of Environmental Services recommend approving the revised Environmental Services, Wastewater Division SPECAT Wage Scale to be included with the Delaware County Compensation Management System;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the revised Environmental Services, Wastewater Division SPECAT Wage Scale to be included with the Delaware County Compensation Management System.

Environmental Services, Wastewater Division SPECAT Wage Scale								
SKILL	Grade	Grade F	Grade E	Grade D	Grade C	Grade B	Grade A	P
Level 1	\$14.75	\$15.49	\$16.26	\$17.07	\$17.93	\$18.83	\$19.77	Operator w/o license, Collections w/o license SPECAT4 13.52-18.12 (9%)
								Operator with Class 1 license, Collections with Class 1 license, SPECAT4 14.20-18.12 (9%) Truck Driver LTC5 14.31-19.18 (8%)
Level 2	\$15.49	\$16.26	\$17.07	\$17.93	\$18.83	\$19.77	\$20.75	
Level 3								Operator with Class 2 license, Collections with Class 2 license SPECAT4 14.91-18.12 (9%) Chemist (OLD Lab Tech) SPECAT 4 14.20-18.12 (14.5%), B&G Technician (NEW), Inspector PAT4 15.85-21.24 (2.6%), Maintenance Technician 1 LTC5 14.31-19.18 (13.6%)
	\$16.26	\$17.07	\$17.93	\$ 18.83	\$ 19.77	\$ 20.75	\$ 21.79	
Level 4								Operator with Class 3 license SPECAT5 15.65-20.21 (9%), Chemist with Class 1 license (OLD Lab Tech) SPECAT4 14.91- 18.12 (14%), Maintenance Technician 2 LTC6 16.13-21.62 (5.8%)
	\$17.07	\$17.93	\$18.83	\$ 19.77	\$ 20.75	\$ 21.79	\$ 22.88	
Level 5								Chemist 2 PAT5 18.31-24.53 (0%), Electronic Maintenance Technician 1 PAT5 18.31-24.53 (0%) NO CHANGE TO SCALE
	\$18.31	\$19.22	\$20.18	\$ 21.19	\$ 22.25	\$ 23.36	\$ 24.53	
Level 6	\$21.15	\$22.20	\$23.31	\$ 24.48	\$ 25.70	\$ 26.99	\$ 28.34	Leads (NEW), Electronic Maintenance Technician 2 PAT6 21.15-28.34 (0%) NO CHANGE TO SCALE

Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

RESOLUTION NO. 14-270

IN THE MATTER OF APPROVING REVISED SUPERVISORS AND MANAGERS (SAM) WAGE  
SCALES FOR ENVIRONMENTAL SERVICES:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Assistant County Administrator and Director of Environmental Services recommend approving revised Supervisors and Managers (SAM) Wage Scales for Environmental Services to be included with the Delaware County Compensation Management System;

WHEREAS, the Commissioners have approved the revised Environmental Services, Wastewater Division SPECAT Wage Scale; and

WHEREAS, the Compensation Management System sets SAM position wages scales based on the wage scales for subordinate employees; and

WHEREAS, the following job descriptions need revised and included in the Compensation Management

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System: Operations Superintendent, Assistant Operations Superintendent, Operations Manager Class IV, Operations Manager, Maintenance Manager, Collection System Manager, and Construction Coordinator.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve the revised Supervisors and Managers (SAM) Wage Scales for Environmental Services to be included with the Delaware County Compensation Management System.

PROPOSED MANAGER WAGE SCALES

POSITION	GRADE G	GRADE F	GRADE E	GRADE D	GRADE C	GRADE B	GRADE A
CONSTRUCTION SUPERVISOR (BASED ON 15% ABOVE SKILL LEVEL 3)	19.02	19.97	20.97	22.02	23.12	24.28	25.49
COLLECTION SYSTEM MANAGER (BASED ON 15% ABOVE SKILL LEVEL 6)	24.32	25.54	26.82	28.16	29.56	31.04	32.59
MAINTENANCE MANAGER (BASED ON 15% ABOVE SKILL LEVEL 6)	24.32	25.54	26.82	28.16	29.56	31.04	32.59
OPERATIONS MANAGER (BASED ON 15% ABOVE SKILL LEVEL 6)	24.32	25.54	26.82	28.16	29.56	31.04	32.59
OPERATIONS MANAGER CLASS IV (5% ABOVE OPERATIONS MANAGER)	25.54	26.82	28.16	29.56	31.04	32.59	34.22
ASSISTANT SUPERINTENDENT (25% ABOVE SKILL LEVEL 6)	26.44	27.76	29.15	30.60	32.13	33.74	35.43

Vote on Motion                      Mr. Merrell                      Aye                      Mr. Stapleton                      Aye                      Mr. O'Brien                      Aye

RESOLUTION NO. 14-271

IN THE MATTER OF APPROVING THE COLLECTION BARGAINING AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

DELAWARE COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8 AFL-CIO

Date of Execution (March 10, 2014) to December 31, 2016

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EFFECTIVE ON DATE OF EXECUTION THROUGH DECEMBER 31, 2016

SERB CASE NO. 2013-MED-09-1125

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**ARTICLE 1 - PREAMBLE**

THIS AGREEMENT is entered into between the Delaware County Director of Environmental Services (the "Director"), subject to the approval of the Delaware County Board of Commissioners (jointly referred to as "Employer"), and Local 2896 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO ("Union"). This Agreement establishes the wages, hours, terms and conditions of employment between the parties. The parties intend the terms of this Agreement to supersede any Ohio Revised Code provision on the subject.

**ARTICLE 2 - RECOGNITION**

**Section 2.1 Classifications.** To the extent required by law, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all employees included within the bargaining unit described as: all full-time and regular part-time employees of the Sewer District in the following classifications: Operators, Operator-Chemist, Maintenance Mechanic, Maintenance Mechanic II, Inspector, Custodian, Lab Technician, Truck Driver, and Truck Driver "A". Excluded from the bargaining unit are all Management Level Employees, Confidential Employees, and Supervisory Employees as defined in the Act including Sanitary Engineer, Superintendent, and Secretary/Bookkeeper.

**Section 2.2 Exclusive Recognition.** Recognition of the Union as the sole and exclusive representative of members of the bargaining unit shall be for the term of this written contract. The Employer shall not recognize any other organization, person or union as representing any employee or classification included within the bargaining unit during the term of this Agreement.

**Section 2.3 Employee Rights.** Both parties agree that all employees in the bargaining unit have the right to join, participate in, or assist the Union and the right to refrain from joining, participating in, or assisting the Union without intimidation or coercion. Membership in the Union shall not be a condition of employment.

**Section 2.4 Position Descriptions.** The Employer will provide, if requested, a position description for each employee of the bargaining unit. If the Employer decides to create or modify a position description during the term of this Agreement, the parties will meet to discuss the content of the description and the inclusion of the new position in the bargaining unit. If the parties are unable to come to agreement on the inclusion of the position in the bargaining unit, the Union may seek whatever recourse it has before the State Employment Relations Board.

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 3.1 Uniform Application.** The Employer, Union and employees agree that the provisions of this Collective Bargaining Agreement shall be applied to all employees without unlawful discrimination as to age, sex, race, color, creed, national origin, or handicapped status and all parties further agree that they shall not unlawfully discriminate on the grounds of age, sex, race, color, creed, national origin, or handicapped status. The parties further agree that neither the Employer nor Union nor the employees shall unlawfully discriminate against any individual on the basis of his or her membership or participation or lack of membership or lack of participation in the Union.

Any employee found to have been engaged in harassment or discrimination will be subject to disciplinary action, up to and including discharge. Any perceived discrimination or harassment must be reported to the Employer immediately.

**Section 3.2 Gender.** Wherever the male gender is used in this Agreement, it shall be construed to include both male and female.

**Section 3.3 Sexual Harassment.** Sexual harassment shall be considered a form of discrimination and shall not be tolerated.

**ARTICLE 4 - HEALTH & SAFETY**

**Section 4.1 Policy.** Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union shall cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations.

**Section 4.2 Employee Responsibility.** All employees shall promptly report unsafe conditions related to physical plant, tool, and equipment to their supervisor.

**Section 4.3 Dangerous Act.** An employee shall not be disciplined for a refusal to engage in an unsafe or dangerous act or practice. Such refusal shall be immediately reported to said designated supervisor. Employees who use this section to avoid unpleasant or customary job responsibilities shall be subject to disciplinary action.

**Section 4.4 Safety Issues.** Before exercising his or her right under R.C. 4167.06, an employee must contact his or her immediate supervisor and review all the existing facts. The employee may be temporarily reassigned without regard to other provisions of this Agreement. Before providing the notice pursuant to Section (B) of R.C. 4167.06, the employee must exhaust the process set forth in paragraphs (a) and (b) below.

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An employee who wishes to assert a claim of discrimination as defined in R.C. 4167.13 shall use the grievance procedure of this labor contract to assert such a claim. The grievance procedure of this contract shall be the exclusive means for an employee to assert such a claim, to the exclusion of an appeal to the State Personnel Board of Review, a lawsuit, or other means of challenge.

The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R.C. 4167.10 until the following process has been completely exhausted:

- a. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, or in the absence of their supervisor, the next level of supervision, within two work days of the occurrence of the alleged violation.
- b. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director, or his/her designee, within two work days after his conference with the immediate supervisor. The Director or designee will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the Director or designee shall provide his written response to the alleged violation.

#### **ARTICLE 5 - NO STRIKE/LOCKOUT**

**Section 5.1 No Strike.** The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of, or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which County services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which services are being performed, during the life of this Agreement. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.

**Section 5.2 Violations.** Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in Section 5.1 above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge.

**Section 5.3 No Lockout.** The Employer shall not lockout the employees during the term of this Agreement.

#### **ARTICLE 6 - MANAGEMENT RIGHTS/WORK RULES**

**Section 6.1 Recognition.** The Union recognizes the Director and Board of County Commissioners ("Management" or "Employer") together as the authorities vested with the right to manage and to fund the Delaware County Regional Sewer District.

**Section 6.2 Management Rights.** Except as specifically abridged, delegated, granted or modified by an express term of this Agreement, management retains and reserves all powers vested in management by the laws and the Constitution of the State of Ohio, including but not limited to its respective rights:

to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget and uses thereof, utilization of technology, and organizational structure;

to manage and determine, and from time to time redetermine as management desires, the location, relocation and type and number of physical facilities, type of equipment, programs and the work to be performed;

to establish and change work hours, work schedules, and assignments;

to manage and direct its employees, including the right to select, train, retrain, hire, promote, transfer, assign, evaluate, lay off, recall, reprimand, suspend, otherwise discipline or discharge for just cause;

to determine the Employer's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by management to effectively and efficiently meet those

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purposes;

to determine the size, composition and adequacy of the work force, including the right to lay off employees from duty, and to augment the work force of the bargaining unit with any employee including ones who are not full time;

to establish or amend job descriptions of personnel within the bargaining unit;

to promulgate and enforce work rules, department orders, policies and procedures, provided they are consistent with the provisions of this Agreement;

to require employees to use or refrain from using specified equipment, uniforms, or tools;

to determine when a job vacancy exists, the duties to be included in the job classification, and the standards of quality and performance to be maintained;

to determine overtime and the amount of overtime required;

to maintain the security of records and other pertinent information;

to determine conduct and performance expected of an employee in an emergency situation; and,

to exercise all management rights set forth in Ohio Revised Code Section 4117.08(C) and by the Constitution of the State of Ohio, except as limited by specific provisions of this Agreement.

**Section 6.3 Residual Responsibilities.** Management rights set forth above shall not be impaired except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

**Section 6.4 Work Rules.** Management rights not limited in this Agreement are exclusively reserved by the Director and the Delaware County Board of Commissioners. The Employer shall have the right to establish, modify, or abolish rules and regulations to govern any aspect of the operation of the Department ("work rule"), so long as the work rule does not violate this Agreement and is reasonable.

In the event the Employer establishes, modifies or abolishes a work rule, the Employer shall post the work rule at reporting locations designated by the Employer and notify the Union Chapter President or designee of the work rule ten (10) calendar days prior to the work rule taking effect. Upon request by the Union, the Employer will meet with the Union to explain the work rule. An employee is subject to disciplinary action for violation of, or failure to comply with, any work rule.

Each employee shall receive a written copy of all work rules or the Employer shall have all work rules available on the County website or intranet. To the extent applicable, work rules shall be consistently applied and enforced.

**Section 6.5 ADA, EEOC.** Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans with Disabilities Act including EEOC and court interpretations of the Act. If the Union opposes any such effort by the Employer, it will indemnify and hold the Employer harmless for any legal liability and all costs and damages flowing therefrom, including attorneys' fees, incurred as a result of such opposition.

## **ARTICLE 7 - ASSIGNMENT OF WORK/SUBCONTRACTING**

**Section 7.1 Work Assignment.** The Employer reserves the right to assign work which may be performed by bargaining unit members to supervisors or to temporary, casual, intermittent or seasonal employees where the Employer determines that such assignment of work is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, to cover situations in which no qualified employee is readily available, in an emergency, and in other circumstances in which work has been so assigned in the past.

**Section 7.2 Subcontracting.** The Employer reserves the right to subcontract bargaining unit work where the Employer determines that such subcontracting is needed to meet seasonal, temporary, or fluctuating needs, to perform work on the most cost effective basis, to conduct inspection, to cover situations in which no qualified employee is readily available or bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment, in an emergency, and in other circumstances in which work was subcontracted in the past.

**Section 7.3 Prior Discussions.** Except for emergencies involving the public health, welfare and safety, the Employer agrees that contracting work which will result in a reduction of the bargaining unit by termination or layoff or a permanent reduction of their work week, will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.



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**ARTICLE 8 - UNION REPRESENTATION, LABOR MANAGEMENT MEEETINGS**

**Section 8.1 Union Representatives.** The Union shall select and designate in writing to the Employer a local union representative (the steward or president) and Ohio Council 8 representative. Such representatives shall have full authority to represent the Union and the bargaining unit employees in all dealings with the Employer, including the authority to bind the Union in agreements resolving any controverted matter. Moreover, in any instance in which prior notification of any action is required by the terms of this Agreement, notice given to the union representative shall be deemed as notice to the Union. The Employer shall not be required to meet with any persons, other than the union representatives, on behalf of the Union for purposes of discussing the matters involving the terms and conditions of employment.

**Section 8.2 Bulletin Boards.** The Employer will provide space either for a bulletin board or on an existing bulletin board for exclusive use by the Union. This bulletin board shall be located in a place available to all employees. The Union will provide the Employer a copy of each Notice to be posted on the bulletin board. No offensive or inflammatory notices will be posted.

**Section 8.3 Use of County Meeting Rooms.** The Employer agrees to allow the Union to use meeting rooms on the Employer's premises upon reasonable notice when such premises are available to conduct bargaining unit meetings. The Employer may place reasonable restrictions on the time, place, and manner such premises are used, and may, in its discretion, refuse permission for such meetings.

**Section 8.4 Union Matters.** In the absence of the Employer's consent, Union members or other employees shall not receive wages for time spent on union matters, including negotiations. Moreover, in the absence of Employer's consent, negotiating sessions shall not be scheduled or take place during shift(s) on which the Union bargaining team members are scheduled to work.

**Section 8.5 Labor Management Meetings.** Regular L/M meetings will be held between the Employer and Union representatives to discuss matters of concern. Annually, the Parties will meet to develop a meeting calendar. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than two (2) representatives of the Department and not more than two (2) representatives of the bargaining unit. A Union staff representative and a County Administrative representative may also attend and others as mutually agreed.

**ARTICLE 9 - DUES DEDUCTION**

**Section 9.1 Dues Authorization.** During the term of this Agreement and upon written instruction by the Union, the Employer shall instruct the County Auditor to make periodic deductions levied by the Union from the wages of bargaining unit employees who have voluntarily signed and presented a written deduction authorization to the Chapter Chairperson. Written authorizations shall remain in effect until the employee is transferred or promoted to a job classification outside of the bargaining unit.

**Section 9.2 Dues Remittance.** The Union shall advise the County Auditor and County Administrative Services, in writing, of the amount due and owing from each applicable employee's wages. The Union shall notify the Employer and the County Auditor in writing of any increase in the amount of monies to be deducted. Deductions shall only be made for a pay period when actual wages are earned. If union dues are owing for pay periods when the employee has no earnings or insufficient earnings to cover the deduction, the Employer shall instruct the County Auditor to deduct such monies out of future paychecks only upon the express written direction of the Chapter Chairperson.

The Employer shall instruct the County Auditor to deduct the amounts from each payroll check. Monies deducted pursuant to this article shall be remitted to AFSCME Ohio Council #8, Local 2896, 6800 North High Street, Worthington, Ohio 43085, within a reasonable amount of time but in no case later than thirty (30) days from the deduction. The County Auditor shall provide the Union with an alphabetical list of names, and addresses of those employees who had union dues deducted along with the amount of the deduction.

**Section 9.3 Good Standing.** There shall be no deductions for employees who do not become or remain members in good standing of the Union and/or who revoke in writing and submit notification by certified mail to both the Union and Employer of any previous authorization permitting deductions, in accordance with the Authorization Card signed by the Employee.

**Section 9.4 Hold Harmless.** The Union agrees to hold the Employer and the County Auditor harmless for any monies deducted and remitted to the Union pursuant to the provisions of this Article.

**ARTICLE 10 - SENIORITY**

**Section 10.1 Definition.** Seniority is an employee's uninterrupted length of continuous service with the Employer compiled by time actually on the Employer's payroll, including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall accrue seniority retroactive to

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date of hire.

**Section 10.2 Loss of Seniority.** The following are examples when an employee shall lose all seniority rights upon an interruption of continuous service including, but not limited to, any one or more of the following reasons:

1. Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
2. Voluntary resignation.
3. Discharge for cause, provided such discharge is not reversed by way of the grievance and/or arbitration procedures.
4. Failure to give notice of intention to report and/or failure to report for work when recalled from layoff.
5. Layoff for a continuous period of longer than the recall right period.
6. Failure to report to work following the expiration of an approved leave of absence.
7. Reassignment to a non-union position.

**Section 10.3 Seniority List.** The Employer agrees to provide a seniority list on an annual basis upon request of the local union president.

#### **ARTICLE 11 - PROBATIONARY EMPLOYEES**

**Section 11.1 New Hire Probationary Period.** Newly hired employees must complete a one year probationary period. Newly hired probationary employees shall be employees-at-will until the completion of the probationary period. As employees-at-will, probationary employees may be discharged for any reason and at any time prior to the completion of the probationary period. Such action shall not be grievable under the terms of this Agreement nor appealable to the State Personal Board of Review.

**Section 11.2 Promotional Probationary Period.** Employees who have been selected, pursuant to Article 12, "Vacancy & Promotion," to be promoted into a higher paying position are subject to being reduced to their previous position prior to completion of a ninety (90) calendar day trial period. Such promoted employees may voluntarily revert back to their former position during this trial period if their former position is vacant and available. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

**Section 11.3 List of Employees.** The Employer will furnish the Union a list of new hires each instance showing name, address, date of hire, starting rate, and classification. The Employer shall also furnish this same information to the Union, each instance for employees who have completed this probationary period, been terminated, promoted, or transferred. The above-mentioned lists shall be furnished to the President of Local 2896 within seven (7) calendar days of each instance of said action.

#### **ARTICLE 12 - VACANCY, PROMOTION, TEMPORARY ASSIGNMENT**

**Section 12.1 Posting of Vacancies.** If the Employer decides, in its discretion, to fill a vacancy of a position in the bargaining unit, the Employer shall post a dated notice, indicating the position and other information. The notice shall be posted for ten (10) calendar days. Interested employees may have their applications considered by filing an application with the Employer during the time of the posting. Applications filed after the posting has expired or been removed shall not be considered. Probationary employees shall be permitted to apply for any open vacancy.

The Employer shall select the applicant it deems best suited for the position after considering an applicant's: seniority; qualifications, including education and specialized training; work record; experience in the same or similar positions with this or another employer; and, demonstrated ability with the Employer.

**Section 12.2 Selection for Vacant Position.** The Employer shall decide when a vacancy exists and whether to fill the vacancy. Nothing in this Article shall restrict the Employer's right not to fill a posted vacancy or its right to hire someone from outside the unit if the Employer, in its discretion, determines that no applicants from current employees are best suited for the position after considering the criteria in Section 12.1.

**Section 12.3 Temporary Assignment.** All employees shall be required to perform any and all temporarily assigned duties of which they are capable regardless of their usual or customary duties or job assignments. When an employee is temporarily assigned to substitute in another job classification, he/she will receive the greater of his/her regular pay or Grade "F" of the wage chart for the position for which he/she is temporarily assigned. No temporary assignment shall extend past 180 calendar days. Temporary assignments may be utilized for reasons such as filling in for an absent employee or occupying a vacant position while the Employer determines whether or not and with whom to fill the position.

#### **ARTICLE 13 - LAYOFF & RECALL**

**Section 13.1 Reasons for Layoff.** Employees may be laid off for one or more of the following reasons:

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1. Lack of funds within the Sewer District operation and maintenance funds. A lack of funds means that the Sewer District has a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing and operations.
2. Lack of work within the Sewer District. A lack of work means a current or projected temporary decrease in the work load, expected to last less than one year, which requires a reduction of current or projected staffing levels.
3. Abolishment of positions. Abolishment means the permanent deletion of a position or positions from the organization or structure of the Sewer District due to lack of continued need for the position. Positions may be abolished as a result of a reorganization for efficient operation, for reasons of economy, or for lack of work.

**Section 13.2 Order of Layoff.**

1. When a reduction in force is necessary within a particular classification, first temporary, then intermittent, then seasonal, then part-time, and then full-time employees within the classification shall be laid off. Full-time employees shall be laid off in the following order:
  - a. Newly hired employees in that classification who have not completed their probationary period;
  - b. In the event it becomes necessary to lay off full-time employees covered by this Agreement, the least senior employee in the classification shall be laid-off first except that an Operator who has attained a Class 3 certification shall not be laid-off before an Operator with a lower level of certification.
2. The Employer will provide thirty (30) days advance notice of a lay-off to those employees affected by the lay-off. Notice shall be by personal service or certified mail to the employee at their last known address and provided simultaneously to the Union. Notice shall contain effective date of lay-off and reason for lay-off.
3. Employees on lay-off shall be notified of openings in classifications other than the classification from which the employee was laid-off and shall have the right to submit a bid pursuant to Article 12. No new employee shall be hired into such classification provided that the laid-off employee has the skill and necessary licenses and/or certification to perform the duties of the position in question.

**Section 13.3 Displacement Rights.** An employee may displace (bump) another employee with less seniority pursuant to the following procedure:

1. Employees shall have five (5) calendar days from receipt of notice of layoff to inform the Employer, in writing, of their intention to exercise their displacement (bumping) rights.
2. Upon receipt of a timely application to displace, the Employer will allow such displacement if, in the Employer's discretion, the employee desiring to bump can immediately perform the duties of the classification without more than normal supervision and the employee possesses the necessary certifications and licenses for the classification or position.
3. In the event the Employer denies the displacement, the lay-off becomes effective on the stated date regardless of any subsequent filing of a grievance.

**Section 13.4 Recall or Reinstatement Rights.**

1. An employee who has been laid-off shall be placed on a lay-off list maintained by the Employer. The lay-off list shall list employees within each classification.
2. An employee's name shall be maintained on a lay-off list(s) for one (1) year from the date of the lay-off. During the one (1) year period, the Employer shall not hire or promote anyone into a classification until all laid-off persons on a lay-off list for that classification are reinstated, declined the position when offered, or failed to respond to the written offer of rehire within fourteen (14) days of certified mailing.
3. An employee shall be offered reinstatement or re-employment by the Employer sending him a written offer of reinstatement or re-employment by certified mail at the most recent address indicated on the Employer's records. In the event more than one employee is on the lay-off list for a particular classification, an offer for reinstatement shall be made from the lay-off list with the most senior employee on the lay-off list for that classification being recalled first. However, in no event shall lay-offs and recalls be done in a manner that violate any state or federal regulation of any Sanitary Engineer facility, which has been deemed to supersede this Agreement.

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4. It is the responsibility of each employee on lay-off to notify the Director in writing of any change of address. Upon receipt of the notice of recall the employee must inform in writing whether he accepts or declines the offer of reinstatement or re-employment. If the Director receives no response from the employee within fourteen (14) calendar days of the date on which the certified letter was sent, the employee shall be deemed to have declined the offer. An employee accepting or declining reinstatement or re-employment to the same classification from which the employee was laid-off shall be removed from the lay-off list.
5. Any employee reinstated or re-employed under this section shall not serve a probationary period upon reinstatement or re-employment except that an employee laid off during an original or new classification probationary period shall begin a new probationary period.

**Section 13.5 Vacation Leave Payout.** Laid-off employees will be paid all accrued unused vacation pay at time of layoff.

**Section 13.6 Right to Appeal.** An employee may appeal a lay-off or reinstatement pursuant to the grievance procedure. The written appeal shall be filed to Step 2 with Step 1 being waived.

#### **ARTICLE 14 - DISCIPLINARY ACTION**

**Section 14.1 Standards of Conduct.** Non-probationary employees may be disciplined or discharged for just cause including, but not limited to: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, fellow employees or management, neglect of duty, any failure of good behavior, any other acts of misfeasance, malfeasance or nonfeasance, or any violation of the Employer's current rules or policies or rules or policies hereafter put into effect and including violation of the Ethics of County Employment and County Rules.

**Section 14.2 Discipline.** Disciplinary action shall normally be taken in progressive manner and shall include applications of the following: (1) verbal reprimand, (2) written reprimand, (3) suspension(s) with or without pay, (4) reduction in pay or position, and (5) discharge. The Employer reserves the right to omit one or more steps in assessing discipline for a particular action, including immediate termination, if the conduct of the employee so warrants.

**Section 14.3 Pre-disciplinary Process.** Before imposing a reduction in pay or position, suspension, or discharge, the Director or his designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise explain his or her behavior. The employee has the right to be accompanied at the conference by a local union representative and/or a representative from AFSCME Ohio Council 8. The conference will be scheduled as promptly as practical by the Director or his designee. The Director or his designee may impose reasonable rules on the length of the conference and the conduct of the participants.

If the Director or his designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he may suspend the employee for up to three days pending the conference provided for in this section to determine final disciplinary action. If the employee is not disciplined, he/she will be credited all wages, seniority, and accruals for the suspension period.

**Section 14.4 Serious Offenses.** Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following: (a) theft of property of the Employer or fellow employee; (b) damage resulting from negligence or recklessness to the property of the Employer or a fellow employee; (c) insubordination; (d) intoxication, working under the influence of alcohol or a controlled substance, or the sale, possession or use of alcohol or any controlled substance; (e) falsification of records; (f) fighting; and (g) any conduct endangering the security of any Employer's facility or job site or safety of fellow employees or members of the public.

**Section 14.5 Appeal of Discipline.** When imposing a reduction in pay or position, suspension, or discharge, the Director shall sign a written order of reduction, suspension, or discharge, and provide a copy of the order to the employee(s) and the Union. The right to file a grievance over the imposition of discipline shall commence upon the employee's receipt of a written order. Grievances of termination discipline shall be filed at Step 2.

**Section 14.6 Exclusive Appeal.** Ohio Revised Code section 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the Grievance Procedures of Article 15.

**Section 14.7 Union Representation.** When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he/she may request that a local union representative be present.

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**ARTICLE 15 - GRIEVANCE PROCEDURE**

**Section 15.1 Definitions.** For the purposes of this Article, the below listed terms are defined as follows:

**Grievance.** A grievance is a dispute or controversy arising from the misapplication, misinterpretation or violation of an express term of this written Agreement.

A written grievance shall be signed by the grievant and state the following information with clarity: (1) the name and position of the grievant; (2), the identity of the provision(s) of this Agreement involved in the grievance; (3) the time and place where the alleged events or conditions giving rise to the grievance took place; (4) the identity of the party responsible for causing the grievance, if known to the grievant; (5) a general statement of the nature of the grievance, and (6) the remedy sought.

**Grievant.** A grievant is defined as one or more employees within the bargaining unit who allege a grievance. In the event more than one employee alleges a grievance arising from the same matter, the Employer may consolidate or separate the grievances at any stage of the grievance procedure. The grievance must identify all affected employees or affected classifications.

**Section 15.2 Timelines, Extensions.** The limits in days under each section shall be counted as calendar days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties. The availability of the union representative does not affect the running of the timelines at any step of the grievance procedure.

**Section 15.3 Delivery/Service.** The delivery or service of a grievance or appeals or answers to a grievance are deemed received upon hand-delivery or other mutually agreed upon procedure, e.g. fax transmission, or email, with verification. Service to the Union shall be to the grievant and the local Union representative. Service to the Employer shall be to the individuals and locations it designates. Reasonable time spent during regular work hours in delivery and service of grievances by a Union representative shall be compensated at his/her regular hourly rate, and shall be kept to the minimal time necessary.

**Section 15.4 Grievance Steps.** The following procedures shall apply to the administration of all grievances filed under this Article: (Note: Terminations may be appealed directly to Step 2 of this grievance procedure.)

1. **Step 1:** Immediate Supervisor. The grievant or union representative shall, within seven (7) calendar days after the alleged grievance has occurred, reduce the grievance to writing and serve the grievance on the Immediate Supervisor, or his designee. If the grievant is an inspector, the designee shall be the Immediate Supervisor. Failure to file the grievance within the applicable time or by the prescribed manner results in a full and complete waiver and forfeiture of the grievance.

The Immediate Supervisor or designee shall give his or her answer in writing within seven (7) days of the filing of the grievance. If the Immediate Supervisor or his designee fails to respond within the established time limit, the grievant may pursue the grievance to the next step of the procedure.

2. **Step 2:** Director. If the grievance is not satisfactorily resolved in the manner provided for in Step 1, the grievant may appeal to Step 2 by filing a written appeal to the Director or his designee within seven (7) calendar days after the grievant's receipt of the Step 1 answer. The written appeal shall be served on the Director, or his designee in the Director's absence. The failure to file the written appeal in the time and manner prescribed shall result in a full and complete waiver and forfeiture of the grievance.

The Director, or his designee, shall then meet with the grievant at a mutually agreed time to discuss the appeal within seven (7) calendar days after receipt of grievant's appeal. At the Step 2 meeting, the grievant shall have the right to be accompanied by the local union representative and an Ohio Council 8 representative. The Union may request that other employees attend the meeting. The Director, or his designee, may also request that other persons be present at the Step 2 meeting. The Director, or his designee, shall give a written answer within seven (7) calendar days following the Step 2 meeting. If the Director or his designee fails to give a written answer within seven (7) calendar days following the Step 2 meeting, the grievant may pursue the grievance to Step 3, unless time has been extended pursuant to Section 15.2 of this Article.

3. **Step 3:** Arbitration. If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the Union may request arbitration by giving the Employer written notice by hand-delivery or certified mail of its desire to arbitrate. The written notice must be received by the Director or the Commissioner's office in the absence of the Director within thirty (30) days of receipt of the Step 2 answer, in which event the grievance shall be arbitrated according to the following procedure: Within ten (10) days following the notice to arbitrate, the parties shall either agree upon an arbitrator or shall request in writing of the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), American Mediation Services (AMS), or the State Employment Relations Board (SERB), to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method with the Union making the first strike, with each party first having an opportunity to request a second list. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time, and place.

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The arbitrator shall hear and determine only one grievance; multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) days after the close of the hearing, the arbitrator shall issue his award, unless the parties mutually agree otherwise.

The jurisdiction and the authority of the arbitrator and his opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. He shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall in no way interfere with management rights, nor limit or interfere in any way with the powers, duties and responsibilities of the Employer under its policies, applicable law, and rules and regulations having the force and effect of law.

The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is expressly understood and agreed that neither the Union nor any employee shall engage in actions which are not expressly provided for in the grievance procedure such as the initiation of litigation or charges with a state or federal agency in connection with any dispute which is or could have been a matter presented as a grievance within this grievance procedure. It is further understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the grievant, the spokesperson and the Employer, shall be final and binding upon the grievant, the Union, and the Employer.

The costs for the services of the arbitrator, including per diem expenses, as well as the related cost of the Arbitration services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominantly prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer.

Prior to the date scheduled for the arbitration hearing, and as early as is practicable, the parties may exchange a) lists of names of witnesses to testify, and b) copies of documents to be introduced.

Grievants or local union representatives attending step 1 or 2 grievance meetings or arbitration hearings while on regular assigned duty shall receive their regular hourly rate for the time spent in such meetings or hearings.

**Section 15.5 Voluntary Mediations.** The parties agree that they may utilize the services of a mediator to resolve pending grievances. The Union and the Employer shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

## **ARTICLE 16 - HOURS OF WORK/OVERTIME**

**Section 16.1 Work Week.** The normal work week for all employees, except as provided herein, shall be forty (40) hours worked.

**Section 16.2 Continuous Operations.** The work week for employees engaged in continuous operations, defined as operations for which there is regularly scheduled employment, twenty-four (24) hours a day, seven (7) days a week, shall continue to total eighty hours in a bi-weekly pay period.

**Section 16.3 Lunch Period and Breaks.** Employees shall be permitted, a thirty (30) minute paid meal during which they shall be required, at the Employer's discretion, to be on call and/or at the Employer's premises. All employees shall be granted two (2), fifteen (15) minute break periods, one each half (1/2) shift.

Meal periods and break periods for these employees engaged in continuous operations are to be taken at the facility as conditions permit while maintaining all monitoring responsibilities. Other employees may schedule meal and break periods with the approval of the Employer and if meals are taken at a plant, such will be at the plant with the shortest travel time.

**Section 16.4 Overtime and Compensatory Time.** Employees shall be paid one and one-half (1½)

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times their applicable rate of pay for all hours worked in excess of forty (40) hours worked in any work week including vacation and holidays, and pre-approved compensatory time.

An employee may request to take compensatory time off in lieu of overtime pay and if such request is granted by the Employer, the employee shall be granted compensatory time at one and one half (1-1/2) time basis at a time mutually convenient to the employee and Employer within one hundred eighty (180) days after overtime is worked. If such an arrangement is not possible, the employee shall be paid for accrued overtime hours in cash pursuant to this Section. In the event an employee separates employment or dies, the employee's accumulated unused compensatory time shall be paid to the employee or to his estate.

The Employer necessarily retains the right to require employees to work more than their regularly scheduled hours as he determines that needs may require. Failure to report for overtime assignments may result in discipline.

The Employer shall first offer pre-scheduled overtime to all employees within the department who are qualified on a generally equal basis and then to other qualified employees. For distribution of prescheduled overtime the "department" shall mean the plants (each regional plant), package plants, maintenance, collections, and inspectors. The Employer shall distribute other overtime in his discretion. Overtime may be necessary and required. Overtime shall not be required until the Employer has determined that no qualified employee has volunteered to work overtime.

**Section 16.5 Minimum Call-in.** Any employee called in to work outside of his normal scheduled hours of work shall be paid a minimum of three (3) hours.

#### **ARTICLE 17 - LEAVES OF ABSENCE**

**Section 17.1 Sick Leave.** Each fulltime employee shall earn four and six-tenths (4.6) hours sick leave upon completion of each eighty (80) hours of service. An employee may accrue sick leave credit only on the basis of his full-time continuous regular employment with the Employer. Sick leave shall be accrued without limit.

Sick leave shall only be used for the employee's personal sickness, injury, or pregnancy, or serious illness, injury, or death in the employee's immediate family defined as employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children (for whom the employee is responsible), step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). In instances in which paid sick leave is being used for a death in the employee's immediate family, which may also include the employee's grandchild, such paid leave shall not exceed three (3) days without further written approval by the Employer.

An employee who is absent due to one of the above reasons must report his absence to the Employer, as soon as possible. In order to qualify for use of paid sick leave, the employee must complete a sick leave application form. If the injured or ill person required medical attention, a licensed physician's certificate stating the nature of the illness must be attached to the application.

Before an absence may be charged against accumulated sick leave, the Director or his designee may require such proof of illness, injury or death as may be satisfactory to him. The Employer may also require the employee to be examined by a physician designated by the Employer at the Employer's expense.

Falsification of a physician's certificate or signed statement to justify the use of sick leave shall be grounds for disciplinary action, up to and including discharge.

When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. The sick leave payment shall not exceed the normal scheduled work or work week earnings.

If an employee's illness or disability continues beyond the time covered by his earned sick leave, the employee may request an unpaid disability leave or other unpaid leave of absence.

**Section 17.2 Sick Leave Conversion at Retirement or Death.** An employee covered under this Agreement who retires from the Employer under the Public Employees Retirement System shall be entitled to payment for accumulated sick leave on the basis of one hour of pay at the employee's straight-time rate on date of retirement for every four hours of accumulated sick leave. However, the total value of sick leave paid in this manner shall not exceed the value of 60 days paid leave or maximum of 480 hours. Employees who have received a sick leave conversion from the Employer or another public employer shall not be eligible for a conversion under this provision. An employee covered under this Agreement who dies shall have sick leave paid to his or her personal representative or estate on the same basis as though he or she had then retired, whether or not the employee was eligible for retirement on the date of death.

**Section 17.3 Jury Duty Leave.** Employees will be excused from work for jury duty. An employee who is called to and reports for panel and/or jury duty shall be compensated by the Employer at the straight-time hourly rate for the hours he would have been scheduled on that day. The employee must give prior notice of his



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jury duty call and pay his jury fee to the Delaware County Treasurer in order to receive his regular pay.

**Section 17.4 Family and Medical Leave.** The County FMLA policy will be applied to employees.

**Section 17.5 Other Unpaid Leaves of Absence.** Employees may request an unpaid leave of absence for educational or personal reasons from the Employer. The decision whether to grant the leave is left to the Employer's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the Employer.

Educational leave may be granted for up to two years for purposes of education, training, or specialized experience which would benefit the Sewer District. Upon completion of the leave of absence, the employee will be returned to his former position or a similar position within the same classification if such position is available within the classification. A return to work by an employee on unpaid leave shall not be governed by the Article on Vacancy and Promotion but shall be decided and arranged by the Employer, in its discretion.

Where an employee is unable to pre-determine the exact length of his leave, an indefinite leave not to exceed six months may be approved. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the Employer.

While on a leave without pay, an employee does not earn sick leave or vacation leave, nor is he entitled to any holiday pay. His anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the premium for his health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.

**Section 17.6 Personal Leave.** Each bargaining unit member shall be entitled to, up to and including twenty-four (24) hours per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least 120-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in at least four (4) hour increments.

ARTICLE 18 - HOLIDAYS

**Section 18.1 Holidays.** All full-time employees shall receive the following paid holidays:

New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Washington-Lincoln Day	(third Monday in February)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veterans Day	(November 11)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving Day	(fourth Friday in November)
Christmas Day	(December 25)

Employees will also be given four (4) hours holiday pay on Little Brown Jug Day, Christmas Eve Day and New Year's Eve Day.

**Section 18.2 Holiday Pay.** Holiday pay will be calculated at the employee's straight-time hourly rate for eight (8) hours, (or 4 hours where applicable).

**Section 18.3 Observance.** In the event that a holiday falls on a Saturday, the preceding Friday will be considered the holiday. If it falls on a Sunday, the following Monday will be considered the holiday. In a year in which December 25 falls on a weekend (Saturday or Sunday), the Employer, in its sole discretion, shall determine the scheduling of the holiday for December 25, as well as for the following January 1 holiday.

The Employer may require employees to work on a particular holiday.

ARTICLE 19 - VACATIONS

**Section 19.1 Vacation Earned.** Full-time employees, after completion of one full year of service, shall have earned 80 hours of vacation leave with full pay. Thereafter, full-time employees shall earn and accrue vacation leave pro rata over 26 bi-weekly pays at the following annual rates:

40-Hour Per Week Employees

1 to less than 8 years' service	80 hours (2 weeks)
8 to less than 15 years' service	120 hours (3 weeks)
15 to less than 25 years' service	160 hours (4 weeks)
25 years or more service	200 hours (5 weeks)

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Time spent on authorized leaves of absence for military leave counts according to the applicable Revised Code. However, no vacation is earned while an employee is on leave without pay or layoff.

**Section 19.2 Payment of Accrued, Unused Vacation Leave at Resignation or Death.** An employee is entitled to payment for any earned but unused vacation to his credit at the time he resigns from County service. In case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse, children, or parents, in that order, or to his estate.

**Section 19.3 Scheduling of Vacation Leave.** All vacation schedules and requests are subject to the approval of the Employer. A vacation request for a full day or more must receive approval from the Employer or a designee at least one business day in advance. A vacation request for less than a full day may be submitted the same day as the leave requested.

**Section 19.4 Use of Vacation Leave.** Employees are expected to use accrued vacation leave each year prior to the employee's next anniversary date. However, an employee may carry over earned vacation leave for a period not to exceed three years from the employee's anniversary date with the permission of his supervisor and written approval of the Employer annually. Vacation credit in excess of three years will be eliminated.

**Section 19.5 Part Time Employees.** Part-time employees (regularly scheduled less than 35 hours per week) are not entitled to vacation.

## **ARTICLE 20 - INSURANCE BENEFITS**

The Employee shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the Employer's share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to this bargaining unit.

If the County decides to change the health insurance benefits, they will inform the Union President 30 days prior to the effective date of the new benefits, and if the Union President requests, a meeting will be held to discuss the impact to the bargaining unit.

## **ARTICLE 21 - WAGES**

**Section 21.1 Wage Schedule.** The wage schedule for the classifications in the bargaining unit shall be determined in accordance with the County's Compensation Management System. The County may adjust the wage schedule. In no case shall the schedule be reduced.

**Section 21.2 Wage Rate Increases.** Wage rate increases for employees shall be for the period of this Agreement 2014 through 2016:

January 4, 2014 – County Compensation Management System  
January 1, 2015 – 2% increase in the employee's rate of pay  
January 1, 2016 – 2% increase in the employee's rate of pay

Except for 2014 wage increases, employees shall not be paid at a rate above Grade A. Employees at Grade A shall receive, in lieu of a base rate increase, a lump sum amount equivalent to the value of the increase for the County Compensation Management System. That is, for example, if the increase the employee would be eligible for under the Compensation System is 1% the employee will receive a lump sum amount equivalent to 1% of their base wage rate in lieu of an increase in their base wage rate.

Those employees who, as of March 18, 2010, are paid at a rate that exceeds Grade A shall retain their rate of pay. However, should the compensation plan be modified, the employee's rate of pay is equal to or below Grade A, the employee shall not exceed Grade A in the future.

**Section 21.3 New Employees.** New employees to the bargaining unit shall be placed at a step or rate as determined by the Employer. Consideration for a new employee's prior experience, certifications or other qualifications may be used in determining initial wage placement. New employees who successfully complete their probationary period shall receive a 2% (two percent) rate increase at the completion of their probationary period.

**Section 21.4 Certifications.** The County agrees to pay employees who earn certifications a 5% (five percent) increase for each Ohio EPA wastewater operator certification (class 1, 2, 3, and 4), Ohio EPA collection system operator (class 1 and 2), and/or OWEA lab analyst (1, 2, 3 and 4) certifications obtained (while employed by the County) and maintained by employees. The certification supplement will only be made once at the time the employee earns the certification and provides documentation. After July 1, 2010, certification supplements shall be added until the employee reaches Grade A of the County Compensation Management System. It is the

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employee's responsibility to provide documentation of their certification(s) and to maintain current all certifications. If the certification expires, the certification supplement(s) will be removed at a rate of 5% per each incremental supplement lost. For example, an individual who loses a class 2 wastewater license will have 10% deducted from their wage rate. Also, in the event that the lost certification is associated with a particular skill level in the County Compensation Management System wage chart, the loss will result in the employee being moved into the skill level of the chart that is associated with the level of certification that the employee still retains.

If a supplement for a certification places the employee above the rate of pay for Grade A, the employee shall only receive a one time lump sum supplement payment based upon the employee's annualized rate of pay for the amount which exceeds Grade A in the year the employee earns the certification. If the wage scales are increased to exceed the employee's rate of pay and lump sum supplement, then the employee's rate of pay will be increased to include the value (or portion) of the supplement, provided at least one year (12 months) has passed since the employee received the lump sum supplement.

**Section 21.5 Promotions.** Employees who are selected for a position in a different classification which has a higher pay grade (at grade G) shall receive an increase of 5% (five percent), but in no event greater than Grade A or less than Grade G. The promotional compensation increases included in this Section do not apply to employees who move into a different County Compensation Management System chart skill level as a result of the acquisition of any of the certifications described in Section 21.4.

**ARTICLE 22 - CERTIFICATION REQUIREMENTS,  
TRAINING AND EDUCATION**

**Section 22.1 Certification Requirements.** If an employee in a position for which certifications are required by applicable state and/or federal statutes does not satisfy such statutory requirements within the applicable time, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the applicable time.

If an employee is hired, or displaces into a classification in which certifications are required by the applicable job description and that employee has not made substantial effort to comply the certification requirements within the stated time, which shall at least mean having taken any applicable test at least once, then such employee is subject to discharge or reduction in position and pay at the sole discretion of the Employer after the expiration of the stated time.

**Section 22.2 Reimbursement for Education and Training.** The Employer shall reimburse employees for pre-approved education and training that is required to maintain an employee's current certification.

**ARTICLE 23 - UNIFORMS**

The Employer shall furnish and service uniforms, foul weather gear, necessary tools and equipment, and required safety equipment (including steel toe work boots).

**ARTICLE 24 - SCOPE, SEVERABILITY, CIVIL SERVICE LAW**

**Section 24.1 Prior Agreement.** This Agreement supersedes all previous oral and written agreements or practices between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement or practice, amendments, modifications, alterations, additions, or changes, oral or written, pertaining thereto shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

**Section 24.2 Full Opportunity/Waiver.** It is also agreed that during the negotiations leading to the execution of this Agreement, the parties have had full opportunity to submit all items appropriate to collective bargaining and that the parties expressly waive the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

**Section 24.3 Severability.** Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision. The parties agree to immediately meet and negotiate in an effort to establish a substitute for the invalidated Article, Section or portion thereof. In the event that appeals to any such decision are filed, such specific Article, Section or portion thereof affected by the decision shall continue in effect until the appeals process is completed unless otherwise directed by the Court or unless continuing to abide by such language is contrary to law.

**Section 24.4 Hold Harmless.** It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department or agency which is beyond the control of the Employer, the Union shall hold the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any

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action taken by such other governmental office, department or agency.

**Section 24.5 Civil Service Law.** Except as expressly otherwise provided in this Agreement, or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 and the Administrative Code shall apply to employees in the bargaining units. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining units.

**Section 24.6 Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the parties hereto.

ARTICLE 25 - DURATION

**Section 25.1 Termination.** The provisions of this Agreement establish certain rights and benefits for the Union and the employees which only exist by and through the terms of this Agreement. These rights and benefits shall cease and terminate upon the termination date of this Agreement.

**Section 25.2 Negotiations.** Either party who desires to terminate, modify, or negotiate a successor agreement shall serve written notice upon the other party of the proposed termination, modification, or successor agreement. The initiating party must serve notice not less than sixty (60) calendar days and not more than one hundred twenty (120) calendar days prior to the expiration of the existing agreement.

**Section 25.3 Duration.** This Agreement shall become effective upon execution and shall remain in full force and effect from execution of the Agreement until December 31, 2016.

Vote on Motion                      Mr. Stapleton      Aye      Mr. O'Brien      Aye      Mr. Merrell      Aye

RESOLUTION NO. 14-272

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

The Director of Environmental Services recommends these revisions to the job classifications for the following employees; effective March 10, 2014.

<u>Employee</u>	<u>From:</u>	<u>To:</u>
Baird, Lucas	MM I	Maintenance Technician 1
Baker, Bryan	Operator	Regional Wastewater Facility Operator
Benjamin, James	Operator	Collections System Technician
Bennett, Timothy	Operator	Regional Wastewater Facility Operator
Blevins, Gregory	WR Operator I	Collections System Technician 1
Brutchey, William	Lab Technician	Chemist 1
Carey, James	Maintenance Mechanic II	Maintenance Technician 2
Compton, Thomas	Maintenance Mechanic II	Maintenance Technician 2
Cooper, Anthony	WR Operator I	Collections System Technician 1
Counts, Marc	MM I	Maintenance Technician 1
Darrough, John	Water Operator III 37	Regional Wastewater Facility Operator 3
Defourny, Gary	Sanitary Inspector	Inspector
Eichensehr, Nick	Electronic Maintenance Tech I	Electronic Maintenance Technician 1
Farmer, Daniel	Operator	Collections System Technician
Feightner, John	Operator/Chemist	Chemist 2
Fluty, Kristopher	MM I	Maintenance Technician 1
Garrett, John	WR Operator	Regional Wastewater Facility Operator 2
Hobler, Mark	WR Operator I	Regional Wastewater Facility Operator 1
Ibenegbu, Ikechukwu	Sanitary Inspector	Inspector
Jodrey, Michael	WR Operator	Regional Wastewater Facility Operator
Keener, Brian	WR Operator	Package Plant Operator 3
Kidd, Chad	Operator	Package Plant Operator 1
Matlack, Kenneth	Operator	Regional Wastewater Facility Operator
Matthews, Trey	Operator	Collections System Technician
Miller, John	Custodian	Custodian
Nichols, Scott	MM I	Maintenance Technician 1
Pollock, Walter	Operator	Package Plant Operator 3
Puckett, Cecil	WR Operator	Regional Wastewater Facility Operator
Rammelsberg, Brian	WR Operator I	Collections System Technician 2
Rasmussen, Bill	Truck Driver A	Truck Driver
Rossette, Stephen	Operator	Regional Wastewater Facility Operator 1
Ruhl, Jared	Operator	Collections System Technician
Rutherford, James	Maintenance Mechanic II	Maintenance Technician 2
Sealey, Chad	Operator	Collections System Technician

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Teter, Richard	MM I	Maintenance Technician 1
Thompson, Walter	WR Operator II	Package Plant Operator 2
Ward, David	Truck Driver A	Truck Driver
Ward, Robert	Custodian	Custodian
Ward, Todd	MM I	Maintenance Technician 1
Watts, Jason	Electronic Maintenance Tech II	Electronic Maintenance Technician 2
Wisner, David	Collections System Operator	Collections System Technician 1
Yarnell, Marshall	Water Operator III 37	Regional Wastewater Facility Operator 3
Chandler, Mark	Operations Manager	Operations Superintendent
Davis, Dale	Maintenance Supervisor	Maintenance Manager
Thomas, Ricky	Collections Supervisor	Collections System Manager
Ice, Matthew	Operations Supervisor	Operations Manager
Smith, Cory	Operations Supervisor	Operations Manager
Rosenbaum, Ken	Operations Supervisor	Operations Manager Class IV
Clevenger, William	Construction Coordinator	Construction Coordinator
Vote on Motion	Mr. O'Brien      Aye      Mr. Merrell      Aye      Mr. Stapleton      Aye	

RESOLUTION NO. 14-273

IN THE MATTER OF APPROVING A LETTER OF ARRANGEMENT BETWEEN DELAWARE COUNTY AND THE AUDITOR OF STATE’S OFFICE:

It was moved by Mr. Stapleton, seconded by Mr. O’Brien to approve the following:

Whereas, the Delaware County Auditor recommends approval of the letter of arrangement between the Delaware County and the Auditor of State’s Office;

Therefore Be It Resolved, that the Commissioners approves the letter of arrangement between the Delaware County and the Auditor of State’s Office.

February 27, 2014

Mr. George Kaitsa, County Auditor and  
County Commissioners  
Delaware County  
140 North Sandusky Street  
Delaware, Ohio 43015

This letter of arrangement between Delaware County, Ohio (the County) and the Auditor of State describes the objective and scope of the services we will provide, the County's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the County’s audit requirements.

Summary of Services

We will audit the County’s basic financial statements as of and for the year ended December 31, 2013. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the County’s financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We expect to deliver our report on or about June 30, 2014.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

\* Mark Long, Chief Auditor and Randall Turner, Assistant Chief Auditor, who will be responsible for

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assuring the overall quality, value, and timeliness of our services to you;

- \* Stacie Scholl, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- \* Jill Trader, Audit Manager, who will be responsible for on-site administration of our services to you.

**The Auditing Process**

*Our Responsibilities:*

The *Summary of Services* above describes our responsibilities for the County's basic statements and other financial information.

We will conduct our audit in accordance with U.S. generally accepted auditing standards (GAAS) and the Comptroller General of the United States' standards for financial audits included in *Government Auditing Standards*, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards require that we plan and perform the audit to reasonably assure that the financial statements are free of material misstatement.

Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatement may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, illegal acts may have occurred. However, our audit provides no assurance that illegal acts generally will be detected and only reasonable assurance that we will detect illegal acts directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or illegal acts that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

*Your Responsibilities and Identification of the Applicable Reporting Framework:*

We will audit assuming that management and those charged with governance acknowledge and understand they are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles in accordance with accounting principles generally accepted in the United States of America.
2. Providing us with:
  - a. Access to all information of which management is aware that is relevant to preparing and fairly presenting the financial statements such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
3. Inform us of events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements.
4. Preparing supplementary information including the Schedule of Federal Awards Expenditures in accordance with the applicable criteria.
  - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this

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supplementary information.

- b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
- 5. Coordinating the completion of component unit audit to meet the County's reporting deadlines.
- 6. Reporting fraud and illegal acts of which you are aware to us.
- 7. Making available to the auditor draft financial statements and any accompanying other information in time to allow the auditor to complete the audit in accordance with the proposed timeline.
- 8. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
- 9. Designing and implementing programs and controls to prevent and detect fraud.

*You should not rely on our audit as your primary means of detecting fraud.*

**Compliance with Laws and Regulations**

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the County's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

- 1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the County.
- 2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the County (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
- 3. Tracking the status of prior audit findings.
- 4. Taking timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
- 5. Providing your views and planned corrective action on audit findings we may report.

**Internal Control**

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your County and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies.

In assessing risk, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of opining on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Your Responsibilities:

Design, implement and maintain internal control relevant to compliance and the preparing and fairly presenting financial statements that are free from material misstatement, whether due to fraud or error. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your County's financial statements, and therefore fall within the scope of our

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audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your County uses, and for establishing controls to monitor the service organization’s performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor’s *Independent Service Auditor’s Report on Management’s Description of a Service Organization’s System and the Suitability of the Design and Operating Effectiveness of Controls Report* (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* (SSAE No. 16) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

*You are responsible for informing our staff of the service organizations your County uses, and for monitoring these service organizations’ performance.*

Service organizations of which we are aware are:

- Sedgwick Management, which processes your County’s workers compensation claims.
- Ohio Department of Taxation, which collects and disburses the County’s permissive sales tax.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

**Additional Responsibilities and Reporting Under Circular A-133**

*Our Responsibilities:*

As OMB Circular A-133 requires, we will consider and test the County's internal control policies and procedures used in administering the federal award programs we determine to be major programs, using criteria from A-133. Based on this consideration and these tests, we will assess risk and determine the nature, timing, and extent of tests of compliance with requirements that, if not complied with, could materially affect a major federal financial assistance program’s compliance.

In accordance with A-133, we will prepare the following report:

*Independent Auditor’s Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133*

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per Circular A-133. This report will also describe any significant deficiencies and/or material weaknesses we identify relating to controls used to administer Federal award programs. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

*Your Responsibilities:*

You are responsible for identifying laws and regulations relating to Federal award programs, and for complying with them. You are responsible for compiling the Schedule of Federal Awards Expenditures and accompanying notes. You are also responsible for establishing and maintaining internal control sufficient to reasonably assure compliance with laws and regulations relating to Federal award programs and controls related to preparing the Schedule of Federal Awards Expenditures.

You are responsible for following up and taking corrective action on audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements.

You are responsible for completing your County’s Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the revised electronic submission requirements effective for audit periods ending in 2008.

**Representations from Management**

*Your Responsibilities*

Upon concluding our engagement, management and, when appropriate, those charged with governance will provide to us written representations about the audit that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the Schedule of Federal Awards Expenditures in conformity with the applicable accounting basis;
- The availability of original financial records and related data, the completeness and availability of all



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- minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the entity's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all component units, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net position and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or Schedule of Federal Awards Expenditures.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

### **Communication**

#### *Our Responsibilities*

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include:

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

### **Terms and Conditions Supporting Fee**

As a result of our planning process, the County and the Auditor of State have agreed to an approach designed to meet the County's objectives for an agreed-upon fee, subject to the following conditions.

#### *Our Responsibilities:*

In providing our services, we will consult with the County regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the County will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

#### *Your Responsibilities:*

The County will provide in a timely manner all financial records and related information to us, an initial list of which has been furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the County is unable to provide these schedules, information and assistance, the Auditor of State and the County will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

#### *Confidential Information:*

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of

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any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

#### **Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed \$86,531.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

#### **Reporting**

We will issue a written report upon completing our audit of your financial statements. We will address our report to those charged with governance. We cannot assure you that we will issue an unmodified opinion. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter paragraph(s), or withdraw from the engagement.

Upon completing our audit, we will also issue a written report in accordance with *Government Auditing Standards* on internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters.

#### **Access to Our Reports and Working Papers**

AU-C 905—*Alert That Restricts the Use of the Auditor's Written Communication* requires our reports to disclose the following:

*Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards:*

This report describes only the scope of our tests of internal control over financial reporting and on compliance and other matters and the results of these tests, and does not opine on the effectiveness of the County's internal control over financial reporting or on compliance or other matters. This report is an integral part of an audit performed under *Government Auditing Standards* in considering the entity's internal control over financial reporting and compliance. Accordingly, this report is not suitable for any other purpose.

*Independent Auditor's Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133:*

This report describes the scope of our tests of compliance and internal control over compliance and the results of these tests. While this report does opine on the County's compliance with *OMB Circular A-133* requirements, it does not provide a legal determination on the County's compliance with these requirements or an opinion on the effectiveness of internal control over compliance. Accordingly, this report is not suitable for any other purpose.

AU-C 905 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU-C 905 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion.

#### **Peer Review Report**

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 10, 2014

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). The report was unqualified.

Please sign and return this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If you have any questions, please call Stacie Scholl, Senior Audit Manager at 1-800-443-9275.

Very truly yours,

Robert R. Hinkle, CPA, CGFM  
Chief Deputy Auditor

Randall E. Turner  
Assistant Chief Auditor

Vote on Motion                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye                      Mr. Stapleton                      Aye

RESOLUTION NO. 14-274

IN THE MATTER OF APPROVING NEW FUND AND ORGANIZATION KEY:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to approve the following:

**New Fund**  
277    Indigent Drivers Interlock & Alcohol  
Monitoring Fund

**New Organization Key**  
27729209    Indigent Drivers Interlock & Alcohol  
Monitoring

Vote on Motion                      Mr. Stapleton                      Aye                      Mr. Merrell                      Aye                      Mr. O'Brien                      Aye

RESOLUTION NO. 14-275

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM  
AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF  
128.285 ACRES OF LAND IN BERKSHIRE TOWNSHIP TO THE VILLAGE OF SUNBURY:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to acknowledge that on March 5, 2014, the Clerk to the Board of Commissioners received an annexation petition request to annex 128.285 acres from Berkshire Township to the Village of Sunbury.

Vote on Motion                      Mr. O'Brien                      Aye    Mr. Merrell                      Aye                      Mr. Stapleton                      Aye

ADMINISTRATOR REPORTS

**Tim Hansley**  
-Jenna Jackson spend the latter half of last week at a National Economic Development Council class to become certified specialist.  
-Will be out Thursday and Friday this week

COMMISSIONERS' COMMITTEES REPORTS

**Commissioner Stapleton**  
-Attended various meetings last week; all were good

**Commissioner O'Brien**  
-Participated in the Veteran's event. Seemed well received  
-Jenna's certification could very well save the county some extra money by not having to contract with outside people  
-Will be attending FCFC meeting on Wednesday  
-DKMM Workforce meeting in Waldo soon

**Commissioner Merrell**  
-Attended the Veteran's event on Saturday. Would encourage veterans of all ages to get a photo ID card.  
-Met with a Morrow County Commissioner and discussed EMS. Will have a follow up meeting to clarify roles

RESOLUTION NO. 14-276

COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 10, 2014

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR  
IMMINENT LITIGATION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn into Executive Session at 10:40 AM.

Vote on Motion                      Mr. O'Brien              Aye              Mr. Stapleton              Aye              Mr. Merrell              Aye

RESOLUTION NO. 14-277

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Stapleton, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:15 AM.

Vote on Motion                      Mr. Merrell              Aye              Mr. Stapleton              Aye              Mr. O'Brien              Aye

There being no further business, the meeting adjourned.

1:30PM WORK SESSION  
Discussion/presentation  
PREFERRED BENEFITS AND VOLUNTARY LIFE INSURANCE

\_\_\_\_\_  
Gary Merrell

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners