

Friday, August 09, 2024 1:35:28 PM

2024CV0469 - Matthew L Reger

DOUGLAS F. CUBBERLEY
CLERK OF COURTS WOOD COUNTY OHIO

240302
RJB:dg

IN THE COMMON PLEAS COURT, WOOD COUNTY, OHIO

CWS Environmental
1394 Bellard Drive
Bowling Green, OH 43402

Plaintiff,

v.

Evergreen Poplar LLC
12400 Axline St
Fostoria, OH 44830,

and

Evergreen Poplar LLC
c/o Cogency Global, Inc., S/A
3958-D Brown Park Dr.
Hilliard, OH 43026,

Defendants.

Case No.

Judge

COMPLAINT

Robert J. Bahret (0014985)
ROHRBACHER TRIMBLE &
ZIMMERMAN CO., L.P.A.
405 Madison Ave., 8th Floor
Toledo, OH 43604
Telephone: (419) 248-2607
Facsimile: (419) 248-2614
Email: rbahret@rtz-law.com
Attorney for Plaintiff

Now comes Plaintiff, CWS Environmental, by and through counsel, and for its Complaint against Defendant Evergreen Poplar, LLC avers and states as follows:

1. CWS Environmental is in the business of providing freshwater treatments and wastewater treatments to a variety of business entities.
2. CWS Environmental provided such services to Evergreen Poplar, LLC.
3. The aforesaid services were all provided under a written contract attached hereto as Exhibit A.
4. The contract provides for Defendant to pay all attorney fees associated with collection efforts and also all costs associated with collection, including court costs, court reporter fees, etc.

5. The aforesaid contract also calls for finance charges in the amount of 2% on unpaid balances.

6. The aforesaid services were supplied to the Defendant's properties, some of which are located in Wood County, Ohio.

7. The Defendant owes Plaintiff an amount in excess of \$20,000 for services performed.

8. All of Plaintiff's services are supervised by the Ohio Environmental Protection Agency (EPA) and the Ohio EPA has certified that all of Plaintiff's services were properly performed.

WHEREFORE, Plaintiff demands judgment against the Defendant Evergreen Poplar, LLC in an amount in excess of \$25,000, together with costs, attorney fees, and such other relief that the Court deems to be appropriate.

Respectfully submitted,

/s/ Robert J. Bahret

Robert J. Bahret

Attorney for Plaintiff



CWS ENVIRONMENTAL

1394 Bellard Drive
Bowling Green, OH 43402
www.cwsenvironmental.com

Phone: 419-352-6870 / Fax: 419-352-7145
"Serving you since 1969"

Remit to: P O Box 514
Perrysburg, OH
43552-0514

June 28, 2022

Evergreen Poplar LLC
12400 Axline St
Fostoria, OH
ATTN: Michael Forrest

Re: Potable Water and Wastewater plant operations

Dear Mr Forrest,

Thank you for the opportunity to provide this proposal on the operation, sampling, testing, and reporting of your Drinking Water Plant (PWS ID# OH7401212). Service on your Potable Water System would consist of checking and maintaining the chlorination system and Iron filtration system, maintaining filtration backwash system, maintaining flow meter and checking pressure tanks. Service would also include collecting samples according to your specific sampling schedule updated annually by the Ohio EPA. Certified Operator Visits would be 3 visits per week for a total of 1.5 hours per week by a CWS staff Class I operator which also includes monthly 5002 reports and all quarterly reports to the Ohio EPA Division of Drinking & Ground Waters (CWS staff will log-in to the log book recording each visit to the facility). Also included are other licensed operators at CWS as backups for vacations, holidays, emergencies, etc. Monthly, quarterly & yearly sampling & testing will be billed extra. CWS Environmental's management will ensure all operators comply with the responsibilities and provisions of OAC Chapters 3745, 6111, and 6109 as pertaining to each individual facility.

Below is a cost sheet for typical potable water sampling schedules. Some may not apply to your current schedule: Price includes: sampling, travel, and applicable taxes. *Pricing subject to change at anytime*

1.	VOC's.....	\$190.00
2.	SOC's (Atrazine, Simazine, Alachlor).....	\$325.00
3.	Nitrites/Nitrate.....	\$ 48.00
4.	Certified Total Coliform.....	\$ 65.00
5.	TTHM.....	\$ 95.00
6.	Haa5.....	\$180.00
7.	Lead & Copper.....	\$63.00ea.- set of 5-\$315.00
8.	Total Iron.....	\$ 32.00

Cont'd



9.	Total Hardness.....	\$ 43.00
10.	Non -Certified hardness.....	\$ 8.00
11.	15 gallon drum of 12-½% NSF chlorine.....	\$235.00
12.	1 gallon containers of 12-½% certified chlorine.....	\$ 14.00
13.	Additional Labor.....	\$75.00/hr
14.	Consulting.....	\$105.00/hr

WASTEWATER SYSTEM:

CWS ENVIRONMENTAL (CLEAN WATER SERVICE, INC.) IS PLEASED TO PROVIDE THIS QUOTATION IN REGARDS TO WEEKLY SERVICE/OPERATION, SAMPLING, TESTING, & REPORTING OF YOUR WASTE WATER TREATMENT FACILITY LOCATED AT: 12400 AXLINE ST, FOSTORIA, OH. PLEASE FIND BELOW THE MONTHLY SCOPE OF WORK WITH PRICING:

SERVICE AGREEMENT - SCOPE OF WORK

1. WEEKLY SERVICE (2 X PER WEEK) ON PLANT WITH WEEKLY TESTS: (To meet the requirements of a Class A plant per your NPDES permit (2PY00032). Service to include: checking the RAS lines, diffusers and skimmers for proper operation. Monitoring microbial levels and maintaining proper balance for treatment through adjustments to air rates, RAS rates, sludge wasting or supplemental addition. Monitoring of all pumps and controls and routine maintenance to blower/motor units. CWS Environmental's management will ensure all operators comply with the responsibilities and provisions of OAC Chapters 3745, 6111, and 6109 as pertaining to each individual facility.

2. WEEKLY SAMPLING & TESTING/ MONTHLY REPORTING: All sampling and testing is in accordance with requirements set forth by the Ohio EPA under NPDES Permit #2PY00032*CD for **OUTFALL 001**-- Temp, DO, Ph, Temp, TSS, NH3, Turbidity, E-coli, Flow, CR, CBOD, Nitrate + Nitrite and phosphorus. **OUTFALL 586/588** (Sludge Monitoring- Dry tons/gallons), to the Ohio EPA. Submission of Monthly Operating Reports per Ohio EPA requirements.

Additional Items: (Prices subject to change at anytime)

1. 45lb pail chlorine tablets: \$215.00
2. 45lb pail dechlorination tablets: \$187.00
3. Annual Sludge Reports: \$105.00 (billed in 1st quarter of each year if applicable)
4. Pumping/hauling of Trash Trap, baffles, final tank, sludge holding: \$495.00
5. All Mechanical and Electrical Services provided with quotation and approval from customer
6. Additional labor at \$75.00/man hour if needed and with customer approval-eg filter bed full cleaning and weeding.
7. High grade, high temp custom synthetic oil and aluminum grease to be done quarterly for blower/motor packages per warranty requirements \$85.00
8. Supplemental activated sludge addition: \$410.00

TOTAL MONTHLY COST FOR BOTH SYSTEMS..... \$1,970.00/month (One Thousand Nine Hundred Seventy Dollars and no cents- WW \$950, DW \$1020).

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Thank you again for this opportunity to provide this quotation. CWS Environmental looks forward to assisting you in any of your present and future needs. If you have any questions please give us a call.

TERMS

CORRESPONDENCE: CWS ENVIRONMENTAL (CLEAN WATER SERVICE, INC.) WILL HANDLE ALL CORRESPONDENCE FROM THE OHIO EPA AS APPLICABLE. ANYTHING REQUIRING PERMIT SUBMISSION (NEW APPLICATIONS, RENEWALS, OR ANNUAL REPORTS) WILL BE HANDLED BY CWS AS APPLICABLE AND AN ASSOCIATED CHARGE WILL BE COMMUNICATED TO THE CUSTOMER. ALL COPIES OF SERVICE REPORTS WILL BE FURNISHED TO THE PLANT SITE OR OFFICE FOR RECORD KEEPING AND REVIEW. CWS ENVIRONMENTAL WILL SHARE WITH THE OWNER ALL CORRESPONDENCE AND LIKEWISE OWNERS OF THE FACILITIES WILL SHARE CORRESPONDENCE WITH CWS ENVIRONMENTAL AS REQUIRED BY THE OHIO EPA.

CWS ENVIRONMENTAL (CLEAN WATER SERVICE, INC.) WILL INVOICE THE MONTH PRIOR TO THE FOLLOWING MONTH'S SERVICE WITH A NET 15 DUE DATE (WE WILL ALSO TRY TO BILL OUT ANY ADDITIONS TO SERVICE FOR THE CURRENT MONTH IF APPLICABLE). ALL SERVICES WILL ONLY CONTINUE AS MONIES ARE RECEIVED- I.E. IF MONIES ARE NOT RECEIVED, THEN ALL SERVICES INCLUDING BUT NOT LIMITED TO OPERATION, SAMPLING, TESTING, & REPORTING WILL CEASE UNTIL MONIES DUE ARE PAID (CWS IS ALSO REQUIRED TO REMOVE OUR NAMES FROM THE OPERATOR OF RECORD AT OHIO EPA IF A STOP-ORDER ON SERVICE HAS BEEN PLACED- THIS NOTIFIES OHIO EPA THAT CWS AS OPERATORS ARE NOT PROVIDING SERVICES AT THAT TIME).

CUSTOMER AGREES THAT THIS BID /PROPOSAL /CONTRACT AND ALL DETAILS, EXPLANATIONS, AND ATTACHMENTS ARE CONFIDENTIAL AND PROPRIETARY. CUSTOMER AGREES NOT TO SHARE ANY INFORMATION IN PART OR IN ITS ENTIRETY WITH ANY THIRD PARTY PRIOR TO SIGNING, DURING SIGNING, OR AFTER SIGNING OF THIS CONTRACT/SERVICE AGREEMENT. EXCEPTION: FEDERAL EPA, OHIO EPA, COURTS OF COMPETENT JURISDICTION, AND/OR LOCAL HEALTH DEPARTMENT, ONLY UPON THEIR REQUEST, MAY REVIEW THIS CONTRACT/SERVICE AGREEMENT, BUT IT IS EXPECTED THAT THE DOLLAR VALUES BE DELETED PRIOR TO A REGULATORY AGENCY'S REVIEW OF SUCH AND IN NO WAY SHALL COPIES OF THIS BID /PROPOSAL /CONTRACT AND ALL DETAILS, EXPLANATIONS, AND ATTACHMENTS BE GIVEN TO FEDERAL EPA, OHIO EPA, COURTS OF COMPETENT JURISDICTION, AND/OR THE LOCAL HEALTH DEPARTMENT TO BE A PART OF PUBLIC RECORDS OR FOR ANY OTHER REASON. THEREFORE, ONLY A REVIEW OF THIS CONTRACT/SERVICE AGREEMENT WITHOUT DOLLAR VALUES IS PERMITTED FOR FEDERAL EPA, OHIO EPA, COURTS OF COMPETENT JURISDICTION, AND/OR THE LOCAL HEALTH DEPARTMENT, ONLY UPON THEIR REQUEST, AND ORIGINALS AND/OR COPIES ARE NOT TO BE GIVEN TO FEDERAL EPA, OHIO EPA, COURTS OF COMPETENT JURISDICTION, AND/OR THE LOCAL HEALTH DEPARTMENT FOR PUBLIC RECORD OR FOR ANY OTHER REASON.

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June 28, 2022
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THIS CONTRACT/SERVICE AGREEMENT WILL CONTINUE IN EFFECT FOR THE PERIOD OF JUNE 25, 2022 TO JUNE 30, 2024 WITH FIXED PRICING UNLESS UNFORSEEN EVENTS INCLUDING BUT NOT LIMITED TO, OHIO EPA INCREASED TESTING/OPERATING/REPORTING PARAMETERS OR EXTREME FUEL COSTS, CAUSES OVERALL PRICE INCREASES.

THE CONTRACT/SERVICE AGREEMENT WILL CONTINUE WITH THE SAME TERMS AFTER THE AGREED TERM HAS EXPIRED UNTIL NEW PRICING OR TERMS ARE WRITTEN AND AGREED UPON BY BOTH PARTIES. BOTH PARTIES ENTER INTO THIS CONTRACT/SERVICE AGREEMENT WITH THE OPTION TO CANCEL, DUE TO NON-COMPLIANCE WITH THE CONTRACT IN PART OR IN ITS ENTIRETY, WITH A 30 DAY WRITTEN NOTICE. NON-PAYMENT OF INVOICES IS CAUSE FOR IMMEDIATE STOPPAGE OF ALL SERVICES AS STATED IN "TERMS" UNDER THE FIRST PARAGRAPH ABOVE (FOR NON-PAYMENT, CWS WILL NOT GIVE A 30 DAY WRITTEN CANCELLATION NOTICE. ALL SERVICES PROVIDED BY CWS AS DESCRIBED ABOVE UNDER "TERMS" IN THE FIRST PARAGRAPH WILL STOP IMMEDIATELY). REMAINING MONTHLY INVOICES AND EXTRA SERVICES WILL BE BILLED FOR THE REMAINING CHOSEN TERM AND CUSTOMER AGREES TO REMIT PAYMENT FOR ANY AND ALL INVOICES OF THE STATED CHOSEN TERM. THIS CLAUSE APPLIES TO THE TWO YEAR AND THREE YEAR CONTRACT/SERVICE AGREEMENTS AS WELL AND CUSTOMER AGREES TO REMIT PAYMENT FOR ANY AND ALL INVOICES OF THE STATED TWO OR THREE YEAR TERMS, INCLUDING ALL REMAINING BILLINGS OF THE CHOSEN TERM SHOULD CUSTOMER CANCEL THIS CONTRACT PRIOR TO THE CONTRACT TERM END DATE).

FINANCE CHARGES ARE 2% PER MONTH, 24% ANNUM AS STATED ON OUR INVOICES. ANY COLLECTION FEES, ATTORNEY FEES, COURT FEES, OR ANY OTHER ASSOCIATED COST FOR HAVING TO COLLECT REMITTANCE PAYMENTS WILL BE CHARGED TO THE CUSTOMER.

CUSTOMER AGREES TO THESE TERMS AND BY SIGNING THIS QUOTE, CUSTOMER IS AGREEING TO THE STATEMENTS, PRICING, AND TERMS SET FORTH HEREIN.

THANK YOU FOR THE OPPORTUNITY TO SERVICE YOUR POTABLE WATER & WASTE WATER TREATMENT NEEDS. WE LOOK FORWARD TO MAINTAINING A LASTING BUSINESS RELATIONSHIP!

CONTRACT/SERVICE AGREEMENT OPTION: 3 YEAR TERM 06-25-2022 TO 06-30-2025
(Please circle and initial next to 3yr option if chosen)

Evergreen Poplar, LLC


(Authorized Signature, Print Name, Title, Date)

Clean Water Service, Inc. an Ohio Corporation
CWS Environmental

By:


Eric Kurfis, President/CEO

Date: 6-28-22



Operator of Record (ORC) Notification Form

Ohio Environmental Protection Agency
 Division of Drinking and Ground Waters
 Operator Certification Unit
 50 West Town St, Suite 700
 P.O. Box 1049
 Columbus, OH 43216-1049

Phone: (614) 644-2752
 1-866-411-OPCT (6728)
 Fax: (614) 644-2909
 email: opcert@epa.state.oh.us
 website: http://www.epa.ohio.gov/ddagw/opcert.aspx

I. SYSTEM INFORMATION

Date: 6/30/22

Name of System: EVERGREEN POPLAR LLC

Phone Number: 248-820-6962

PWS ID/NPDES Permit #: OH7401212

STU #: 7460593

Classification: I

Michael Forrest
 Name of Facility Owner or Permittee, Title (Print)

[Signature]
 Facility Owner or Permittee (Signature)

II. SYSTEM TYPE (Check only one of the following. Use additional sheets if necessary.)

Public Water System (PWS)	Distribution System	Treatment Works	Collection System
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III. OPERATOR OF RECORD INFORMATION

Additional (A), Existing (E), New (N) or Remove (R)	Effective Date	Name of Operator of Record	Certification Number & Expiration Date	Signature of Certified Operator* (Signature is not required for an operator of record who is being removed)
N	6/30/22	Eric Kurtis	WSI-1081914-07 12-31-17	<u>[Signature]</u>
N	6/30/22	Travis Binion	WSI-1130719-18 12-31-20	<u>[Signature]</u>
N	6/30/22	Michael Cole	WSI-20087048-19 12-31-2021	<u>[Signature]</u>
N	6/30/22	Cameron Niswander	WSI 20165026-21 12-31-23	<u>[Signature]</u>
Amount of time an ORC spends onsite at the Facility:		<u>1.5</u> hours/week	<u>3</u> days/week	

* I verify that I am the onsite certified operator responsible for the technical operation of the above referenced facility. I have a valid certification of a class equal to or greater than the classification of the above referenced facility.

By signing this document, I acknowledge the following: I have read and understand the responsibilities of an operator of record and a certified operator as described in Chapter 3745-7 of the Ohio Administrative Code. I will be honest and accurate in my interactions with Ohio EPA and will take actions in the interest of public health and the environment. Failure to adhere to these responsibilities may result in disciplinary action up to and including revocation of any certificate(s) I may hold.

(Attach additional sheets if necessary.)

For Internal Use Only	
Reviewed by:	Date of SDWIS update:
Date of Compliance Status Letter:	



Operator of Record (ORC) Notification Form

Ohio Environmental Protection Agency
 Division of Drinking and Ground Waters
 Operator Certification Unit
 50 West Town St, Suite 700
 P.O. Box 1049
 Columbus, OH 43216-1049

Phone: (614) 644-2752
 (866) 411-OPCT (6728)
 Fax: (614) 644-2909
 Email: opcert@epa.ohio.gov
 Website: <http://www.epa.ohio.gov/ddagw/opcert.aspx>

I. SYSTEM INFORMATION		Date: <u>6/30/22</u>
Name of System: <u>EVERGREEN POPLAR LLC</u>	Phone Number: <u>248-820-6962</u>	
PWS ID / NPDES Permit #: <u>2PY00032*BD</u>	STU # (PWS only): _____	
Name of Facility Owner or Permittee, Title (Print): <u>Michael Forrest</u>	Signature:	

II. SYSTEM TYPE (Check all that apply)			
Public Water System (PWS)	Distribution System	Wastewater Treatment Works	Wastewater Collection System
<input type="checkbox"/> Class A <input type="checkbox"/> Class I <input type="checkbox"/> Class II <input type="checkbox"/> Class III <input type="checkbox"/> Class IV	<input type="checkbox"/> Class I <input type="checkbox"/> Class II	<input checked="" type="checkbox"/> Class A <input type="checkbox"/> Class I <input type="checkbox"/> Class II <input type="checkbox"/> Class III <input type="checkbox"/> Class IV	<input type="checkbox"/> Class I <input type="checkbox"/> Class II

III. OPERATOR OF RECORD INFORMATION (Attach additional sheets if necessary)				
New (N), Existing (E) or Remove (R)	Effective Date	Name of Operator	Certification Number & Expiration Date	Signature* (For removal, a signature is required from either the facility owner-permittee or the operator being removed.)
N	6/30/22	Eric Kurfis	WW1-1081914-03	
N	6/30/22	Tom Kurfis	WWA-1116365-09	
N	6/30/22	Travis Binion	WW1-1130719-18	
N	6/30/22	Mike Cole	WW1-20087048-21	
N	6/30/22	Matt Sandwisch	WWA-1130718-17	
N	6/20/22	Cameron Niswander	WW1-20165026-23	
Total amount of time spent onsite by ORC(s):			<u>1.0</u> hours / week	<u>2</u> days / week

* I verify that I am the onsite certified operator responsible for the technical operation of the above referenced facility. I have a valid certification of a class equal to or greater than the classification of the above referenced facility. By signing this document, I acknowledge I have read and understand the responsibilities of an operator of record and a certified operator as described in Chapter 3745-7 of the Ohio Administrative Code. I will be honest and accurate in my interactions with Ohio EPA and will take actions in the interest of public health and the environment. Failure to adhere to these responsibilities may result in disciplinary action up to and including revocation of any certificate(s) I may hold.

For Internal Use Only	
PWS TP Class:	PWS DS Class:
Class A PWS: <input type="checkbox"/> With Treatment <input type="checkbox"/> Without Treatment	
Reviewed by:	Date of SDWIS update:
Date of Compliance Status Letter:	

11. Contact Person for facility information or inspections:

Name: Michael Forrest

Phone: 748 820 6962

E-mail Address: mikeforrest617@gmail.com

12. Describe any material modifications to production or facilities, subsequent to the transfer, which may alter the volume or characteristics of this discharge: (Attach additional pages as necessary)

Agreement to Transfer Permit

Poplar Village as the holder of an NPDES Permit which stipulates
(Transferor)

responsibilities, coverage and liability for operations involving discharges of wastewater from the facility located at
12406 Axline Foster OH hereby applies for approval of the Director to transfer the permit
(Facility Location)

responsibility, coverage and liability to Evergreen Poplar
(Transferee)

Poplar Village agrees to continue to assume the responsibility for compliance
(Transferor)

with all terms, limitations and conditions and any coverage or liability thereunder for the period ending on

6/22/2022 Michael Forrest as the proposed new permittee, hereby
(Date) (Name of New Permittee)

agrees to assume the responsibility for compliance with the entirety of the coverage, responsibility and liability of the permit commencing on 6/22/2022
(Date)

In witness whereof, the parties have executed this Agreement on 6/20/2022, it is so agreed.
(Date)

Transferor
(Company name): Poplar Village

Transferee
(Company name): Evergreen Poplar

By (Company Representative signature):

By (Company Representative signature):

Title:

Title: Partner

13. By signing this form, I (transferee), certify and acknowledge that I have read and fully understood terms and conditions of NPDES Permit Number: 2PYE0032*DD

I certify under penalty of law that the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Transferee Signature: [Signature]

Title: Partner

Date: 6/30/2022



Division of Surface Water
Application for Transfer of Ohio NPDES Permit

Instructions. Submit the completed form below with the original signatures of the previous and new owners or those responsible for the permit. A letter will be sent to the transferee and a copy of the letter will be sent to the transferor after the application is reviewed.

A. Existing Permit Holder Information (Transferor)

1. Facility Permit Number: 2PY00032*BD

2. General Permit Number/Application Number: OH 740212

3. Corporate (Parent Company) Name: Poplar Village MHC

4. Contact Person: Russell Hinds

5. Phone Number: 512-922-5028

6. Contact E-mail Address: russell@hinds.org.com

7. Facility Name: Poplar Village MHC

8. Mailing Address After Transfer: 12400 Axline St. Fostoria OH 44832

B. Proposed Permit Holder Information (Transferee)

1. Company (Applicant) Name (New): Evergreen Poplar LLC

2. Contact Person: Michael Forrest

3. Phone Number: 248-870-6962

4. Contact E-mail Address: mikeforrest617@gmail.com

5. Facility Name (New): Evergreen Poplar LLC

6. Mailing (Applicant) Address for all permit related correspondence: 12400 Axline St Fostoria OH 44830

7. Facility Mailing Address (if different):

8. Individual authorized to sign applications and Transfer Agreement pursuant to OAC 3745-33-03(F) (principal executive officer, vice president or higher for a corporation; a general partner of a partnership; the proprietor of a proprietorship; principal executive officer, ranking elected official or duly authorized employee of a public entity):

Michael J Forrest Coe/Partner

Authorized Individual

9. Authorization: Pursuant to 40 CFR Part 122.22(b), the individual or position, identified in this space is duly authorized by the individual in Item 6 to sign all reports required by permit and other information that may be required by the Director:

Name/Title/Position

10. Operator of Facility

Name:

Address:

E-mail Address: