Cooperative Funding Intergovernmental Agreement
between
County of Summit, Ohio
and
City of Twinsburg
for
Twinsburg Wastewater Treatment Plant Improvements

This Cooperative Funding Intergovernmental Agreement ("Agreement") is entered into effective on the date signed by the County Executive, by and between the County of Summit, Ohio ("County"), an Ohio charter county, with its principal place of business located at 175 S. Main Street, 8th Floor, Akron, Ohio 44308, on behalf of its Department of Sanitary Sewer Services ("DSSS") and the City of Twinsburg ("Twinsburg"), an Ohio municipality, with its principal place of business located at 10075 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter collectively referred to as the "Parties").

RECITALS:

WHEREAS, Twinsburg intends to make needed capital improvements to the Twinsburg Wastewater Treatment Plant ("WWTP") to add flow equalization improvements, replace the disinfection system and improve tertiary treatment in accordance with the plans attached hereto and incorporated herein as **Exhibit A** ("Project"); and

WHEREAS, Twinsburg and the County entered into the Reminderville Sanitary Sewer Service Agreement, dated December 29, 2014 ("Reminderville Sewer Agreement") which sets forth the County's financial commitment and obligations for certain capital improvement projects to the WWTP and is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Ohio Environmental Protection Agency, through the Water Pollution Control Loan Fund ("WPCLF"), provides loan funds to political subdivisions for the design and construction of sewage treatment systems. Twinsburg has obtained from the WPCLF a loan to pay for the estimated cost of the Project ("WPCLF Loan"); and

WHEREAS, the County shall reimburse Twinsburg for the County's share of the Project cost pursuant to the terms of the Reminderville Agreement and as set forth in this Agreement; and

WHEREAS, the County is authorized to enter into this Agreement and shall obtain legislative approval if required pursuant to the Codified Ordinance of Summit County, Section 177.21(b); and

WHEREAS, Twinsburg is authorized to enter into this Agreement and shall obtain legislative approval from Twinsburg Council to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein, and for other good and valuable considerations, the County and Twinsburg agree as follows:

SECTION 1.

The Recitals set forth above are incorporated into this Agreement.

SECTION 2.

A. The estimated total cost of the Project is $14,273,900.00 and includes the design services cost and engineering services cost for the Project.

B. Twinsburg competitively bid and awarded the construction of the Project to contractor A.P. O'Horo and Twinsburg will oversee and manage the construction of the Project in accordance with the plans as depicted in **Exhibit A**.

C. Twinsburg shall finance the Project cost of $14,273,900.00 through a WPCLF Loan. Under the terms of the WPCLF Loan, the Project cost will be financed over a twenty (20) year term, with semi-annual payments, at a fixed annual interest rate of 3.14%, for a total Project cost in the amount of $19,330,151.16, in accordance with the WPCLF Loan Repayment Schedule ("WPCLF Loan Repayment Schedule") attached hereto and incorporated herein as **Exhibit C**. Twinsburg shall receive, process and pay all WPCLF Loan invoices for the WPCLF Loan.

D. The County recognizes the Project shall benefit the County's sanitary sewer services provided to the City of Reminderville.

E. Pursuant to the terms of the Reminderville Sewer Agreement, Exhibit B, Capital Construction Costs Allocations, the County's financial obligation with respect to capital improvements to the WWTP shall be 11.2% of the total cost of the Project.

F. The County agrees to reimburse Twinsburg for 11.2% of the Project cost (which includes engineering services, design services, and the interest due under the WPCLF Loan) in a total amount not to exceed **$2,164,976.93**, to be paid semi-annually in an amount not to exceed **$54,124.42**, over the twenty (20) year WPCLF Loan repayment term, in accordance with the WPCLF Loan Repayment Schedule attached hereto as **Exhibit C**. The County shall render payment within 30 days of receipt of an invoice from Twinsburg.

G. Twinsburg shall pay the remainder **$17,165,174.23** of the Project costs in accordance with the WPCLF Loan Repayment Schedule attached hereto as **Exhibit C**.

H. The County will perform inspection services and shall have the ability to review the construction during and after completion of the Project.

SECTION 3.

It is mutually understood and agreed that in order to proceed under the terms of this Agreement, the Parties shall adopt legislation from their governing bodies that authorizes their duly authorized representatives to execute any ordinance, resolution, agreements or other documents necessary for Twinsburg to obtain the WPCLF as well as appropriating the necessary funds to comply with this Agreement.

SECTION 4.

This Agreement represents the entire agreement between the parties and supersedes all prior verbal or written negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by all parties.

SECTION 5.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and under the jurisdiction of a Court in Summit County, Ohio.

SECTION 6.

The Parties agree that neither party has the power or authority to bind the other party to contracts or other obligations.

SECTION 7.

The Parties agree that each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, both the County and Twinsburg agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

SECTION 8.

In the event of a conflict between the terms and provisions of this Agreement and any exhibit hereto, the terms and provisions of this Agreement shall control.

SECTION 9.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same.

SECTION 10.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

SECTION 11.

This Agreement is not binding upon Twinsburg unless executed in full and is effective as of the date signed by the County Executive.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement effective on the date signed by the County Executive.

City of Twinsburg, Ohio

By: _____
Sam Scaffide, Mayor

Date: 3/24/24

Approved as to form:

_____
Matt Vazzana, Law Director

County of Summit, Ohio

By: _____
Ilene Shapiro, Executive

Date: _____

Approved as to form:

_____
Brian K. Harnak, Director
Department of Law and Risk Management

DIRECTOR OF FINANCE'S CERTIFICATE/CITY OF TWINSBURG

I, Christina Conway, Director of Finance of the City of Twinsburg, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

Christina Conway

Christina Conway
Director of Finance

Date: 3/24/2026

SUMMIT COUNTY, OHIO / DIRECTOR OF FINANCE AND BUDGET CERTIFICATE

As the Director of the Finance and Budget Department, Executive's Office, COUNTY OF SUMMIT, OHIO, I certify that as of the date of execution of this Agreement that the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose, and is in the County treasury to the credit of the fund for which it is drawn, or in the process of collection, and not appropriated for any other purpose.

Phil Montgomery
Director of Finance and Budget
County of Summit, Ohio

Date: _____

Exhibit A
Wastewater Treatment Plant Project Plans

In 2022, the City of Twinsburg worked with B&N *(Burgess & Niple)* to complete a Preliminary Design that included an opinion of probable construction cost. In 2023, the City was granted OWDA WPCLF funding to begin the project's design. The design work began in July 2023. The project design consists of increasing the capacity of the Primary Equalization tanks, updating tertiary treatment systems to disc-style filters, and updating the chlorine gas disinfection system to a UV system. Additional building repairs and generator replacement are included in the project. The PTI for the project was reviewed and granted by OEPA. Design work is complete. Bid submittal occurred in November of 2025. The construction loan was awarded in January of 2026. The construction plan is set for a 30-month schedule and is currently underway.

Exhibit B

THE REMINDERVILLE SANITARY SEWER SERVICE AGREEMENT

This Agreement made and entered into this 29th day of Dec., 2014, by and between County of Summit, Ohio ("Summit"), duly authorized on its behalf by Resolution No. 2014-333 passed by its Council on the 18TH day of AUGUST, 2014, and the City of Twinsburg ("Twinsburg"), duly authorized by a resolution adopted by its Council on the 24TH day of JUNE, 2014.

THE REMINDERVILLE SANITARY SEWER SERVICE AGREEMENT

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Exhibit A Reminderville Service Area Description Map

Exhibit B Capital Construction Costs Allocations;

Exhibit C Description of WWTP No. 29 Abandonment; Conversion of Storage Tanks and Pump Station Project; Coordinated Use of Storage Tanks and Pump Station

DEFINITIONS

"10 State Standards" or "Standards": Refers to and means the *Recommended Standards for Wastewater Facilities*, a Report of the Wastewater Committee of the Great Lakes--Upper Mississippi River Board of State and Provincial Public Health and Environmental Managers, and as that Report is amended or re-issued from time to time.

"EPA": Means the United States Environmental Protection Agency or the Ohio Environmental Protection Agency, where appropriate, as a designation for the administrator or other duly authorized official of such agency.

"Excessive Flow": Refers to and means "excessive infiltration/inflow" as that term is defined in the Code of Federal Regulations, 40 CFR § 35.2005(b)(16), as amended.

"Industrial Wastes": Industrial Wastes means water carried and liquid wastes defined as such by applicable State and Federal laws or regulations and Summit's rules and regulations as they currently exist and modified hereafter, and further as those resulting from industrial processes, as distinct from domestic or sanitary wastes.

"Joint-Use Facilities": The Joint-Use Facilities consist of the pump stations, force mains, gravity sewer and the City of Twinsburg Wastewater Treatment Plant owned and operated by Twinsburg that will accept, convey and treat wastewater received from the Reminderville Service Area.

"Operating, Maintenance and Replacement Expenses": means operating, maintenance and replacement, and as used with respect to Twinsburg's sewage treatment plant shall mean all reasonable and proper expenses of operating and maintaining the same, including all ordinary replacement costs, all customary and usual expenses of maintenance and repair and all administrative and engineering expenses attributable to operation and maintenance, and further excluding extraordinary capital replacements, if Summit is to participate in the cost thereof.

"Reminderville Service Area": The Reminderville Service Area means the portions of the Village of Reminderville, in the County of Summit and City of Aurora, in the County of Portage along a portion of Nautilus Trail and Surfside Circle, as detailed in Exhibit "A", which is attached hereto and incorporated herein.

INTRODUCTION AND PREAMBLES

WHEREAS, Summit has, under authority of Ohio Revised Code Chapter 6117, heretofore established the Summit County Metropolitan Sewer District for the purpose of preserving and promoting the public health and welfare, the boundaries thereof being comprised of all of the unincorporated territory in Summit, together with certain incorporated areas including the Village of Reminderville; and

WHEREAS, the City of Twinsburg owns and operates a sanitary sewerage system, which includes a wastewater treatment plant identified as the City of Twinsburg Wastewater Treatment Plant and a sewage collection system and appurtenances, and

WHEREAS, the Summit County Metropolitan Sewer District owns and operates its Waste Water Treatment Plant No. 29 ("WWTP No. 29") located in the Village of Reminderville, and

WHEREAS, the County wishes to abandon WWTP No. 29, and build a pump station which will transport the sanitary sewer waste from WWTP No. 29's service area ("Reminderville Service Area") to sanitary sewer facilities of Twinsburg, for collection, treatment and disposal at Twinsburg's waste water treatment plant; and

WHEREAS, Twinsburg wishes to accept the sanitary sewer flow from the Reminderville Service Area for transportation and treatment at the City of Twinsburg Wastewater Treatment Plant; and

WHEREAS, Summit wishes to buy, and Twinsburg agrees to sell, a certain specified capacity of the Twinsburg WWTP for treatment of sanitary sewer waste from the Reminderville Service Area; and

WHEREAS, Summit, acting under authority of Chapter 6117 of the Ohio Revised Code, and Twinsburg acting under the authority of its Charter and Title VII of the Ohio Revised Code, are fully empowered to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, Summit and Twinsburg hereby promise and agree that:

ARTICLE 1.00 - SCOPE

1.01 Twinsburg and Summit acknowledge and agree that Summit is purchasing 650,000 gallons per day capacity out of the 5,800,000 gallons per day current designed capacity of the Twinsburg Waste Water Treatment Plant. This Agreement does not require Twinsburg to increase the capacity of its Waste Water Treatment Plant over its current designed capacity.

1.02 Summit shall pay Twinsburg the amount of $1,900,000.00 for the 650,000 gallons per day capacity referenced in Section 1.01 above. Said payment shall be made within 30 days of completion of the first connection between the facilities of Reminderville Service Area with the Twinsburg's Joint-Use Facilities.

1.03 Twinsburg shall accept and receive in its sewerage system the sewage and wastes originating and collected in the Reminderville Service Area by sewage collection facilities provided by Summit and delivered to the sanitary sewer facilities of Twinsburg. Twinsburg agrees specifically that it shall provide sufficient Joint-Use Facilities to accept and transport sewage and wastes from the Reminderville Service Area in an amount equal to 650,000 gallons per day on a monthly average as provided in Exhibit "B", attached to and made part of this Agreement. Twinsburg shall then treat and dispose of such sewage and wastes at its City of Twinsburg Wastewater Treatment Plant in the same manner as it treats and disposes of similar sewage and wastes collected within its own system.

1.04 Summit shall construct, own and maintain all sanitary sewer facilities necessary to connect its sanitary sewerage facilities in the Reminderville Service Area to Twinsburg's Joint-Use Facilities at its own expense. In particular, Summit shall construct a pump station and convert WWTP No. 29's aeration tanks and digesters into storage tanks used primarily for flow equalization, as further described in Exhibit "C", attached to this Agreement. While Summit shall primarily operate and maintain said pump station and storage tanks, Summit and Twinsburg shall coordinate their operations with Twinsburg in the manner described in Exhibit "C".

1.05 This Agreement may be extended to other areas beyond the Reminderville Service Area which are served, or to be served, by sewage collection facilities provided, or to be provided, by Summit, by a supplemental agreement or by a new agreement having terms mutually satisfactory to Summit and Twinsburg. The description of the Reminderville Service Area shall be revised

accordingly to include any such additional areas. The subsequent provision of this Agreement making it applicable to the Reminderville Service Area shall be deemed to have reference both to the original limits thereof and to revised limits if revisions therein are made in accordance with this Agreement.

1.06 Summit shall maintain, or cause to be maintained, in the Reminderville Service Area, with respect to the use of sewage collection facilities to be provided by Summit or any other political subdivision and that are tributary to the Summit's sanitary sewer facilities in the Reminderville Service Area, requirements, rules and regulations at least equal to those which currently exist and modified hereafter within Twinsburg and which are applicable to the use of sewers, the construction of private sanitary laterals, the installation and maintenance of sewer connections and the control of excessive infiltration and inflow.

1.08 Summit shall not contribute Excessive Flow to the Joint-Use Facilities, and shall be responsible for eliminating any such Excessive Flow originating from the Reminderville Service Area.

ARTICLE 2.00 - INDUSTRIAL WASTE

2 .01 All users of the Reminderville Service Area shall be subject to the Industrial Waste provisions of the Twinsburg Codified Ordinances as they currently exist and may be modified thereafter. Such industrial waste provisions are hereby incorporated into this Agreement.

2 .02 The sewers in the Reminderville Service Area shall be used for industrial wastes only to the extent, and upon the conditions, set forth in the Codified Ordinances of Twinsburg, including, when required, the pretreatment of such wastes, and in some cases there shall be a permit to discharge between the discharger of the industrial wastes and Twinsburg for the acceptance of the same. Summit shall be fully responsible for the enforcement of the standards established by Codified Ordinances of Twinsburg and the Codified Ordinances of the County of Summit for waste waters within the Reminderville Service Area. Summit shall not permit the discharge of unacceptable wastewater from the Reminderville Service Area into the Joint-Use Facilities.

2.03 Any industry desiring to discharge industrial wastes into the sanitary sewers of the

Reminderville Service Area shall use a special application form to be prescribed and provided by Twinsburg, and such application shall require approval by Twinsburg before Summit's Director of the Department of Environmental Services issues the required connection permit. Twinsburg shall approve or disapprove said applications based upon its Ordinances governing industrial wastes. Summit shall monitor, investigate, issue connection permits and provide enforcement for all industrial users within the Reminderville Service Area.

2.04 In the event that Twinsburg imposes an additional surcharge for treatment of industrial wastes from the Reminderville Service Area, this surcharge shall be identified properly and billed quarterly concurrently with the further quarterly billing provided for in Section 6.0 hereof.

2.05 Twinsburg, accompanied by a representative of Summit, shall have the right to inspect, sample or monitor ~~the~~ all industrial waste dischargers in the Reminderville Service Area. In the event the discharge does not meet the established requirements, Summit will take the necessary action to ensure compliance.

ARTICLE 3.00 - SUMMIT PROCEDURES

3.01 No connection to the sewers in the Reminderville Service Area shall be made until after Summit issues a connection permit.

3.02 The detailed plans and specifications for any proposed construction of sanitary sewers in the Reminderville Service Area shall be subject to review and comment by Twinsburg prior to the commencement of such construction. The materials used in the construction of such sewers and the methods of such construction shall be at least equal to those provided for in Twinsburg's standard specifications for sanitary sewer improvements in force at the time of submission of such plans and specifications; and Twinsburg, or their designees, shall have the right to enter and inspect any sewers in the Reminderville Service Area during or after the period of construction thereof for the purpose of ascertaining that Summit has complied, or is complying, with the requirements set forth herein.

3.03 The maximum allowable infiltration rate in the sewers to be constructed in the Reminderville Service Area shall be determined by the 10 State Standards as those Standards exist at the time of construction of the sewers.

3.04 Summit's Director of Environmental Services shall furnish, or cause to be furnished, to Twinsburg, as-built drawings of the sanitary sewers in the Reminderville Service Area as the same are constructed or extended from time to time, and shall notify, or cause notice to be given to, Twinsburg when the construction of sanitary sewer in the Reminderville Service Area is to be commenced and of servicing any major changes to be made in the sanitary sewer system of the Reminderville Service Area.

ARTICLE 4.00 - CAPITAL COSTS

4.01 Consistent with the provisions of Section 1.01 hereof, in the event that Twinsburg shall determine it to be necessary to enlarge, expand or otherwise improve the Joint-Use Facilities of the Twinsburg sanitary sewerage system, including extraordinary capital replacement of facilities, or, in the further event that any governmental authority having jurisdiction in the premises shall notify Twinsburg that a major capital improvement to its Joint-Use Facilities is required, then any such improvement shall, if Summit is to participate in the costs thereof, be made upon such terms and conditions as may mutually be agreed upon and incorporated, if Summit and Twinsburg shall so determine, in an amendment or a supplement hereto. Twinsburg shall give Summit sufficient notice of any such capital improvement and allow Summit to review and comment on drawings for the purpose of saving capital and operation and maintenance costs. Said notice shall be no less than 1 year, except in cases of emergency. If any such improvements will directly affect and benefit the services provided by Twinsburg to Summit pursuant to this Agreement, the basis of financial contribution will be Summit's allotted capacity as described in Exhibit B. Summit shall have no obligations under this Section until the first connection between the facilities of Reminderville Service Area with Twinsburg's Joint-Use Facilities is completed.

ARTICLE 5.00 - DISTRIBUTION OF ASSIGNED CAPACITY

5.01 The assigned percentages of capacity set forth in Exhibit B are based upon the best-available current information and future projections.

5.02 In the event Twinsburg determines that there is surplus capacity beyond what is stated in Exhibit "B", the party hereto needing the additional capacity shall have the opportunity to

purchase it from the other.

5.03 Such reassigned percentage of capacity shall be accomplished by executing a supplemental agreement detailing the reassigned percentage of capacity, the payment or payments required therefor and the method of making such payment or payments.

ARTICLE 6.00 - OPERATING, MAINTENANCE AND REPLACEMENT COSTS; BILLING

6.02 On a quarterly basis, Summit shall prepare and deliver a report to Twinsburg which shall include the total number of single family equivalents in the Reminderville Service Area, along with a list of addresses and parcel numbers of all properties served by the County, and the number of single family equivalents assigned to each. In assigning said number of single family equivalents, Summit shall follow the methodology as stated in Chapters 923 and 925 of the Codified Ordinances of the County of Summit.

6.032 Summit shall pay to Twinsburg, on a quarterly basis, a weighted average of the number of single family equivalents in the Reminderville Service Area at Twinsburg's applicable rate for residential customers multiplied by a factor of 1.5. This factor shall be independent of, and unaffected by, any factor set by Twinsburg Ordinance or Resolution for customers outside its corporation limits, other than pursuant to this Agreement. This factor shall not be amended in any way except by written agreement between the parties and approved by their respective Councils.

6.03 Twinsburg shall remain solely responsible for the costs of Operation, Maintenance and Replacement Expenses of its Joint-Use Facilities, excepting extraordinary capital replacement costs, which are addressed in Article 4 of this Agreement.

ARTICLE 7.00 –USER RATES AND CHARGES TO OTHERS

7.01 Summit and Twinsburg shall each be responsible for the payment of its respective administrative costs of collecting its own service fees and user charges, and each shall have the power to establish and adjust service fees and user charges for its respective customers without review by, or approval of, the other, except as explicitly stated in this Agreement. While

Twinsburg is free to amend its user fees and charges, the rate for residential customers charged to the County under this Agreement shall be limited to an increase of no greater than 3.37% per year.

7.02 All future connections within the Reminderville Service Area shall not be subject to Twinsburg's tap-in fees or charges.

7.03 Summit covenants that, so long as this Agreement shall remain in effect, it will establish rates and charges sufficient in an aggregate amount to satisfy its obligations hereunder.

ARTICLE 8.00 - EFFECTIVE DATE, TERM AND APPROVAL

8.01 This Agreement shall take effect on the date when sanitary sewer waste is first received by Twinsburg from the Reminderville Service Area and shall remain in effect for a Term of 25 years, subject to amendments or supplements when required by the provisions hereof or when found to be necessary because of changes in laws or regulations or otherwise. Any party to this Agreement may terminate this Agreement with 10 years written notice to the other parties. However, said notice may not be delivered until at least 15 years after this Agreement takes effect, so that no one party may terminate this Agreement effective prior to the 25 year Term.

8.02 In addition to the negotiations provided for elsewhere herein, the parties shall have the right to request the renegotiation of any of the terms of this Agreement.

8.03 This Agreement shall be submitted to, and require the approval of, the Director of the Ohio Environmental Protection Agency.

ARTICLE 9.00 – GENERAL TERMS AND CONDITIONS

9.01 Notices. The written notices to be given by the parties to each other in accordance with the provisions hereof shall be deemed to have been given if delivered, in the case of Summit, to either its County Executive, Director of Finance or Director of Environmental Services, and, in the case of Twinsburg, to either its Mayor or its Director of Public Works, but either party may change such designation by delivery to the other of such a written notice.

9.02 Exhibits. This Agreement includes the exhibits hereto, all of which are as fully a part of

this Agreement as if herein set forth in writing or, if not attached, as if attached.

9.03 Partial Invalidation. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

9.04 Succession and Assignment. Any officer, official, board, committee or other entity which whereafter, by operation of law, succeeds to the powers and duties of those designated herein, shall be deemed to be included in the applicable designation. Either party may assign all or a portion of its rights under this Agreement, provided that any such assignment shall be subject to the consent of the other parties.

IN WITNESS WHEREOF, this Reminderville Sanitary Sewer Service Agreement has been executed by the Parties as of the date first written above.

CITY OF TWINSBURG

By: Katherine A Procop
Katherine A. Procop, Mayor

Approved as to legal form:

David M. Maistros
Director of Law

COUNTY OF SUMMIT

By: Russell M Pry
Russell M. Pry, Executive

BLH

Approved as to legal form:

D. M.
David L Mett for 12/29/14
Deborah S. Matz, Director
Department of Law, Insurance
and Risk Management

BLH

EXHIBIT "A"

REMINDERVILLE SERVICE AREA DESCRIPTION /MAP

Reminderville Service Area

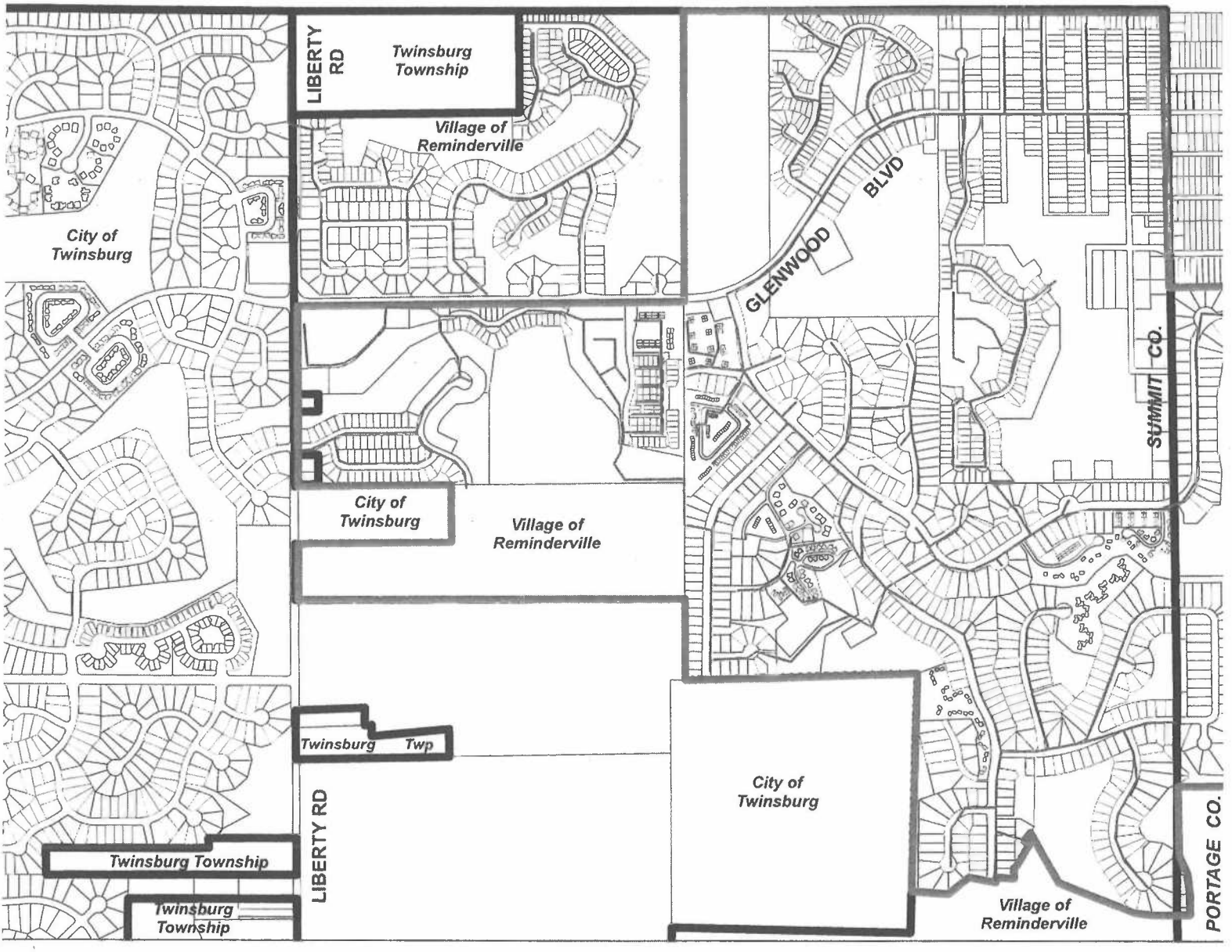


EXHIBIT "B"

CAPITAL CONSTRUCTION COSTS ALLOCATIONS

The City of Twinsburg Waste Water Treatment Plant ("TWWTP").

The TWWTP was designed and constructed to accommodate an average daily flow of 5,800,000 gallons per day (5.8 MGD). A reservation of 650,000 gallons per day (0.65 MGD) of treatment capacity has been made to Summit in this Agreement to serve the Reminderville Service Area. This estimate is based on existing and potential flow from the Reminderville Service Area, detailed in Exhibit C.

In accordance with Section 1.08 of the Agreement, Summit's share of capital costs of the TWWTP is 11.2 percent based on its reserved capacity requirement.

Other Joint-Use Facilities.

Summit's share of capital costs on Joint Use Facilities other than the TWWTP shall be determined by dividing Summit's reserve capacity by the total design capacity of the Joint-Use Facility. This quotient, converted to a percentage, shall represent Summit's share of capital costs of that Joint-Use Facility.

EXHIBIT "C"

DESCRIPTION OF SUMMIT'S WWTP NO. 29 ABANDONMENT, CONVERSION OF STORAGE TANKS AND PUMP STATION PROJECT; COORDINATED USE OF PUMP STATION AND STORAGE TANKS

Waste Water Treatment Plant No. 29 currently consists of an influent pump station, comminutors, aeration tanks, clarifiers, tertiary filters, ultraviolet disinfection and post aeration. Sludge is treated in aerobic digester tanks and dewatered on a belt filter press. The abandonment of this facility will include construction of a new pump station and force main to convey the wastewater to a connection point on the force main of Twinsburg's Willowbrook pump station on Glenwood Blvd. The wastewater will then be transported to the Twinsburg WWTP.

The operation of the Twinsburg pump station will have priority over pumping from the new County pump station. The County will convert the aeration tanks and digesters at Plant #29 to flow equalization tanks. They will be used to store wastewater from the County collection system when capacity in the Twinsburg's Willowbrook pump station force main is not available. The County and City will develop policies and procedures to coordinate the operation of the 2 pump stations. The County will include all the necessary controls and equipment in the new (or both?) pump station to implement those procedures as part of the Plant abandonment project.

Reminderville Service Area

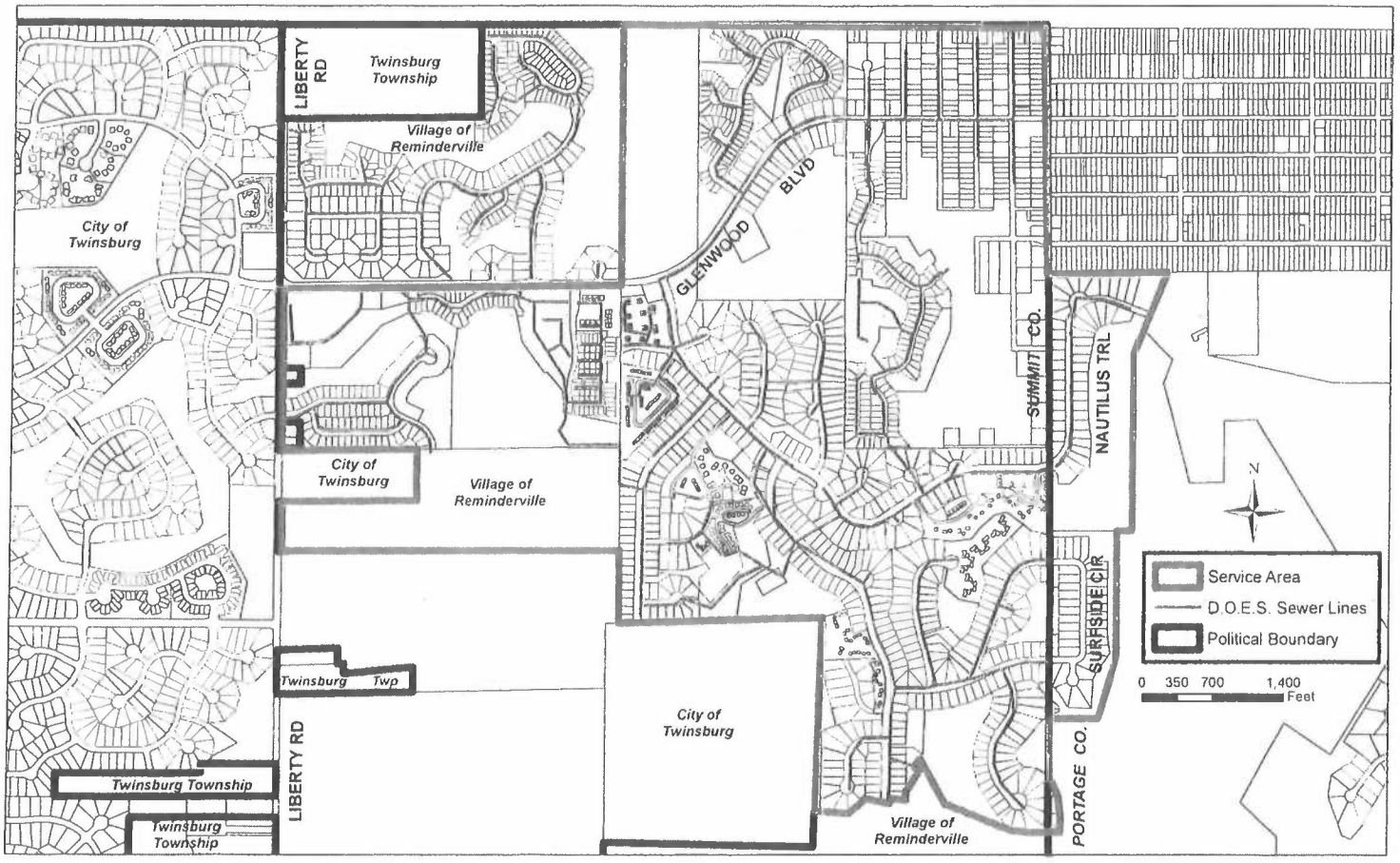


Exhibit C – WPCLF Loan Repayment Schedule

WPCLF Loan for WWTP Improvement Payment Schedule						
Calculates the payment for a loan with fixed payments and a fixed interest rate						
Principal	Loan Term (Years)	Number of Annual Payments	Total Number of Payments	Annual Rate (%)	Payment	**Annual Payment**
$14,273,900.00	**20**	**2**	**40**	**3.14%**	**$483,253.78**	**$966,507.56**

Amortization Schedule						
Year	Payment	Principal Balance	City of Twinsburg Total Payment	Interest Payment	Principal Payment	Summit County Reimbursement (11.2%)
2029	0	$14,273,900.00				
2030	1	$14,014,746.45	$483,253.78	$224,100.23	$259,153.55	$54,124.42
2030	2	$13,751,524.19	$483,253.78	$220,031.52	$263,222.26	$54,124.42
2031	3	$13,484,169.34	$483,253.78	$215,898.93	$267,354.85	$54,124.42
2031	4	$13,212,617.02	$483,253.78	$211,701.46	$271,552.32	$54,124.42
2032	5	$12,936,801.33	$483,253.78	$207,438.09	$275,815.69	$54,124.42
2032	6	$12,656,655.33	$483,253.78	$203,107.78	$280,146.00	$54,124.42
2033	7	$12,372,111.04	$483,253.78	$198,709.49	$284,544.29	$54,124.42
2033	8	$12,083,099.41	$483,253.78	$194,242.14	$289,011.64	$54,124.42
2034	9	$11,789,550.29	$483,253.78	$189,704.66	$293,549.12	$54,124.42
2034	10	$11,491,392.45	$483,253.78	$185,095.94	$298,157.84	$54,124.42
2035	11	$11,188,553.53	$483,253.78	$180,414.86	$302,838.92	$54,124.42
2035	12	$10,880,960.04	$483,253.78	$175,660.29	$307,593.49	$54,124.42
2036	13	$10,568,537.33	$483,253.78	$170,831.07	$312,422.71	$54,124.42
2036	14	$10,251,209.59	$483,253.78	$165,926.04	$317,327.74	$54,124.42
2037	15	$9,928,899.80	$483,253.78	$160,943.99	$322,309.79	$54,124.42
2037	16	$9,601,529.75	$483,253.78	$155,883.73	$327,370.05	$54,124.42
2038	17	$9,269,019.99	$483,253.78	$150,744.02	$332,509.76	$54,124.42
2038	18	$8,931,289.82	$483,253.78	$145,523.61	$337,730.17	$54,124.42
2039	19	$8,588,257.29	$483,253.78	$140,221.25	$343,032.53	$54,124.42
2039	20	$8,239,839.15	$483,253.78	$134,835.64	$348,418.14	$54,124.42
2040	21	$7,885,950.85	$483,253.78	$129,365.47	$353,888.30	$54,124.42
2040	22	$7,526,506.50	$483,253.78	$123,809.43	$359,444.35	$54,124.42
2041	23	$7,161,418.87	$483,253.78	$118,166.15	$365,087.63	$54,124.42
2041	24	$6,790,599.37	$483,253.78	$112,434.28	$370,819.50	$54,124.42
2042	25	$6,413,958.00	$483,253.78	$106,612.41	$376,641.37	$54,124.42
2042	26	$6,031,403.36	$483,253.78	$100,699.14	$382,554.64	$54,124.42
2043	27	$5,642,842.62	$483,253.78	$94,693.03	$388,560.75	$54,124.42
2043	28	$5,248,181.47	$483,253.78	$88,592.63	$394,661.15	$54,124.42
2044	29	$4,847,324.14	$483,253.78	$82,396.45	$400,857.33	$54,124.42
2044	30	$4,440,173.35	$483,253.78	$76,102.99	$407,150.79	$54,124.42
2045	31	$4,026,630.29	$483,253.78	$69,710.72	$413,543.06	$54,124.42
2045	32	$3,606,594.60	$483,253.78	$63,218.10	$420,035.68	$54,124.42
2046	33	$3,179,964.36	$483,253.78	$56,623.54	$426,630.24	$54,124.42
2046	34	$2,746,636.02	$483,253.78	$49,925.44	$433,328.34	$54,124.42
2047	35	$2,306,504.43	$483,253.78	$43,122.19	$440,131.59	$54,124.42
2047	36	$1,859,462.77	$483,253.78	$36,212.12	$447,041.66	$54,124.42
2048	37	$1,405,402.56	$483,253.78	$29,193.57	$454,060.21	$54,124.42
2048	38	$944,213.60	$483,253.78	$22,064.82	$461,188.96	$54,124.42
2049	39	$475,783.97	$483,253.78	$14,824.15	$468,429.63	$54,124.42
2049	40	$0.00	$483,253.78	$7,469.81	$475,783.97	$54,124.42
		Total	$19,330,151.16	$5,056,251.16	$14,273,900.00	$2,164,976.93

CITY OF TWINSBURG, OHIO

RESOLUTION 2026-03

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COST SHARE AGREEMENT WITH SUMMIT COUNTY, OHIO REGARDING THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Twinsburg intends to make needed capital improvements to its Wastewater Treatment Plant ("WWTP") – namely, improvements to site work, tertiary treatment, and disinfection (hereinafter, the "Project"); and

WHEREAS, both Twinsburg and Summit County are parties to the Reminderville Sanitary Sewer Service Agreement, entered into between the Parties on December 29, 2014 which sets forth Summit County's financial commitment and obligations relative to capital improvement projects to the WWTP; and

WHEREAS, pursuant to the terms of the Reminderville Sewer Agreement, Summit County's financial obligation with respect to capital improvements to the WWTP shall be 11.2% of the total cost of the capital improvement project; and

WHEREAS, the projected cost of the Project is $14,273,900.00 of which cost includes both design and engineering services related to the Project; and

WHEREAS, the Project has been competitively bid by Twinsburg and the Project is to be performed by contractor A.P. O'Horo; and

WHEREAS, Twinsburg is financing the $14,273,900.00 cost of the Project through a Water Pollution Control Loan Fund ("WPCLF") loan offered by the Ohio Environmental Protection Agency; and

WHEREAS, through the WPCLF loan program, the cost of the Project will be financed at a fixed rate over a twenty (20) year period; and

WHEREAS, in light of the benefit that the Project provides to Summit County's sanitary sewer system services to the City of Reminderville as well as Summit County's contractual obligations pursuant to the above referenced Reminderville Sewer Agreement, Summit County has agreed to reimburse the City for 11.2% of the total cost of the Project; and

WHEREAS, Twinsburg shall pay the remaining portion of the total Project costs, outside of Summit County's 11.2%.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Twinsburg, County of Summit and State of Ohio on behalf of the State of Ohio that:

SECTION I: The Mayor is hereby authorized to enter into a cost share agreement with Summit County, Ohio for the purposes identified in the recitals above and in a form consistent with Exhibit A (attached hereto and incorporated herein).

SECTION II: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

SECTION III: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare, and convenience of the citizens of the City of Twinsburg, and for the further reason that it is necessary for this Resolution to become effective immediately in order to properly service the City's wastewater treatment plant, and provided it receives the affirmative vote of five or more members of Council, it shall take effect and be in force immediately upon passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

PASSED: 1/27/2026

APPROVED: 1/27/2026

EFFECTIVE: 1/27/2026

Karen Labbe, Vice-President of Council

Submitted to the Mayor for approval this 27 day of January, 2026

Approved by the Mayor 1/27, 2026

Sam Scaffide, Mayor

ATTEST:

Shannon Collins, Clerk of Council

1st Reading: 1/13/2026
2nd Reading: 1/27/2026
3rd Reading: —

Passed: 1/27/2026

Vote: Yes: 6
No: 0

CERTIFICATE OF POSTING

I, Shannon Collins, Clerk of Council, of the City of Twinsburg, State of Ohio, do hereby certify that publication of the foregoing ordinances, resolutions was duly made by posting true copies thereof at the most

public places in said City as determined by Section 113.02 of the Codified Ordinances of the City of Twinsburg; each for a period of fifteen days commencing on the 28 day of January, 2026.

Shannon Collins, Clerk of Council

Exhibit "A" – Cost Sharing Agreement with Summit County, Ohio