THE REMINDERVILLE SANITARY SEWER SERVICE AGREEMENT

This Agreement made and entered into this _____ day of 2014, by and between County of Summit, Ohio (“Summit”), duly authorized on its behalf by Resolution No. ____________ passed by its Council on the _____ day of ____________, 2014, and the City of Twinsburg (“Twinsburg”), duly authorized by a resolution adopted by its Council on the 24th day of June____, 2014.
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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 Remindervile; 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 Remindervile, 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 ("Remindervile 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 Remindervile 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 Remindervile 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.

6.03 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, Mayor

Approved as to legal form:

David M. Maistros
Director of Law

COUNTY OF SUMMIT

By: Russell M. Pry, Executive

Approved as to legal form:

Deborah S. Matz, Director
Department of Law, Insurance
and Risk Management
EXHIBIT “A”

REMINDERVILLE SERVICE AREA DESCRIPTION /MAP