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MANTUA-PORTAGE COUNTY WASTEWATER FLOW AGREEMENT

This agreement entered this 12 day of SEPTEMBER, 2000, between the Board of County Commissioners, Portage County, Ohio, hereinafter referred to as PORTAGE COUNTY and the Village of Mantua, hereinafter referred to as, MANTUA.

WITNESSED:

WHEREAS, PORTAGE COUNTY has established the Portage County Regional Sewer District (District) by Resolution No. 74-78, adopted April 11, 1974, for the purpose of preserving and promoting the public health and welfare; and

WHEREAS, Property owned by the Ohio Turnpike Commission, hereinafter referred to as the (OTC) and as located in Freedom Township Lots 78 and 79, has a need for efficient and effective wastewater and sewer services; and

WHEREAS, MANTUA has agreed to assist the OTC with it's current wastewater treatment system, and

WHEREAS, MANTUA has agreed to provide sanitary sewer service for the SERVICE AREAS; and

WHEREAS, MANTUA proposes to expand its wastewater treatment plant to a 500,000 gallon per day plant; and

WHEREAS, PORTAGE COUNTY and MANTUA enter into this agreement by the authority granted in Sections 6117.41, 6117.42 and 6117.43 of the Ohio Revised Code respectfully;

NOW, THEREFORE, in consideration of the promises and of the mutual Covenants hereinafter set forth, PORTAGE COUNTY and MANTUA do hereby agree as follows:

1. SERVICE AREAS

This agreement relates only to sewer service provided to the SERVICE AREAS by connection directly to the MANTUA wastewater treatment plant and by connection to manhole B-1 located at SR 44 and Glenwood Drive, in MANTUA. The SERVICE AREAS are shown on the attached Exhibits A B, and C and incorporated herein and such areas shall not be expanded by PORTAGE COUNTY geographically unless PORTAGE COUNTY and MANTUA mutually agree to such changes, and this agreement is so modified to incorporate said changes.

Properties located in Mantua Township Lots 21 and 22 as shown on Exhibit C were included as part of an Agreement entered into between MANTUA and PORTAGE COUNTY dated August 8, 1996 to provide sanitary sewer service.

The parties agree to render the aforesaid Agreement dated August 8, 1996 null and void upon execution of this Agreement and agrees that the terms of this Agreement shall govern those matters addressed in the Agreement dated August 8, 1996; and

2. PORTAGE COUNTY PLANT CAPACITY

MANTUA promises and agrees to continue with the Mantua Wastewater Treatment Plant (PLANT) upgrade as permitted by the Ohio Environmental Protection Agency (OEPA), which will allow sewage flow from the SERVICE AREAS to be treated at the PLANT. MANTUA shall accept an average daily flow from the SERVICE AREAS up to a maximum of 75,000 gpd, based upon normal strength domestic waste. Such maximum shall not be exceeded on a regular basis unless permitted by supplement to this Agreement and executed by Mantua and PORTAGE COUNTY.

3. BILLING OF COUNTY FLOW

PORTAGE COUNTY shall pay to MANTUA sums representing a proportional share of the cost of the operation, maintenance and repair of MANTUA'S wastewater collection system and treatment facilities, it being understood and agreed that such sums shall be determined and paid in accordance with the following provisions:

- A. Proportional Share – Proportional share shall be calculated by dividing PORTAGE COUNTY'S metered flows by the total flows of the MANTUA system. To account for seasonal flows and variable Operation & Maintenance expenses, each quarterly calculation shall be adjusted to a year-to-date proportional flow.
- B. Billing Date - Commencing with the date upon which PORTAGE COUNTY sewer facilities become operational and are connected to the MANTUA system, the sanitary sewage and waste collected from the SERVICE AREA known as Mantua Corners and as shown in Exhibit C, and discharged into the PLANT during each calendar quarter shall be measured by metering. Sewage and waste collected from the SERVICE AREA known as Brady's Leap Service Plaza and as shown in Exhibit B shall be billed each quarter based upon plant meter as cited in 5A.
- C. Billing Customers - All customers of the SERVICE AREA shall be viewed exclusively as PORTAGE COUNTY customers, and MANTUA shall have no right to bill these customers directly for the treatment of this flow.
- D. In the event of failure of the master meter and/or meters used to measure flows from the SERVICE AREAS and at the PLANT, the respective flow for such period when wastewater is not metered shall be determined by computing the average flow for the

period immediately preceding the failure of the meter and the period immediately after the said meter is restored to service.

E. The users of sanitary sewers serving the SERVICE AREAS shall be governed by sewer use rules and regulations in effect through the Sewer Use Ordinance which meets Ohio Environmental Protection Agency requirements. Surcharges for high strength waste shall be governed and calculated by Mantua's Sewer Use Ordinance, applied to flow traveling through the master meter locations.

4. SEWER SYSTEM OPERATION, MAINTENANCE AND REPAIR EXPENSES

The actual sewer system operation, maintenance and repair expenses reported by MANTUA, including all ordinary replacement costs, all customary and usual expenses of maintenance and repair, all costs of operating and maintaining the plant meter, all administration and engineering costs attributable to operation and maintenance, shall be deemed to be the reasonable and proper expenses of operating and maintaining the same.

MANTUA shall submit with each quarterly invoice to PORTAGE COUNTY, a report showing in reasonable detail the costs of operating and maintaining the PLANT and the cost of operation and maintenance per thousand gallons of the sewage treated together with the proportional share calculation.

5. BILLING METERS

A. Plant Meter – Prior to the date upon which flow from the SERVICE AREAS are connected to the Mantua sewerage system, a flow meter(s) approved by MANTUA and the Portage County Sanitary Engineer shall be installed at the PLANT to calculate the County's proportional share under Section 3 Part A. All flow entering the PLANT shall be measured by said meter(s) which shall be acquired, installed, read, maintained, and kept in good working order by MANTUA and at their expense for the purpose of determining the portion of PLANT capacity being used by each party. This meter shall be calibrated by MANTUA'S qualified contractor/vendor semi-annually. It is understood and agreed that the authorized representatives of each party hereto shall have the opportunity to examine at all reasonable times meter readings made pursuant to the provisions of this section. Meters shall be accessible to both parties or their assigned representative.

B. NORTH MASTER METER VAULT ASSEMBLY - PORTAGE COUNTY
 installed a master meter at its point of connection to the MANTUA sewerage system for the purpose of determining flow from PORTAGE COUNTY. The meter was installed by PORTAGE COUNTY in a meter vault which is accessible to both parties or their assigned representatives. Additionally the meter met MANTUA specifications and is to be calibrated by MANTUA'S qualified contractor/vendor semi-annually at PORTAGE COUNTY'S expense. All costs for installation, maintenance, operation, and repair or replacement of the meter and/or meter vault assembly shall be paid exclusively by PORTAGE COUNTY.

*Mantua
Owners*

6. PAYMENT OF TAP FEES AND DEBT

A. TAP FEE. PORTAGE COUNTY shall agree to pay a tap-in fee of \$143,250 to MANTUA. This fee will provide for 75,000 GPD of capacity at the existing plant which will be generated from SERVICE AREAS. This amount shall be paid according to the following schedule. One-half of tap-in fee shall be paid within 30 days of execution of this agreement. Remaining half of tap-in fee shall be made within 30 days of completion of the OTC sanitary sewer force main project.

B. The maximum debt to be burdened by PORTAGE COUNTY is \$562,500 for 15 percent (75,000 GPD of capacity) of the plant expansion project cost. In addition, PORTAGE COUNTY will pay \$50,000 for 100 percent of the fast track project costs to accommodate the Ohio Turnpike Commission (OTC) schedule. PORTAGE COUNTY will pay \$281,750 to MANTUA within 30 days of completion of the OTC project and the remaining \$330,750 will be incurred as debt service calculated at the WPCLF interest rate and schedule for a 20-year time period that MANTUA secures for its construction project. PORTAGE COUNTY shall satisfy this obligation regardless of usage of treatment plant capacity from MANTUA. (PORTAGE COUNTY shall also agree to pay a proportional share based on meter flow for an annual debt of \$22,275 on the existing treatment plant until it is retired.)

C. It is mutually understood that costs in paragraph B are best available at the time of this Agreement. Should project costs exceed current estimates, MANTUA shall submit such information to PORTAGE COUNTY for review. Should PORTAGE COUNTY agree with the increased costs, a supplemental agreement will be entered into.

7. PLAN APPROVAL REQUIRED

MANTUA proposed a 201 modification for approval by Portage County and the Northeast Ohio Four County Regional Planning & Development Organization. PORTAGE COUNTY, agreed to support the 201 modification to include the area outlined in Exhibit B as part of MANTUA's service area. Detailed sanitary sewer plans were approved by the Portage County Sanitary Engineer, MANTUA and the Ohio Environmental Protection Agency prior to construction of the sanitary sewer to the SERVICE AREA.

8. INSPECTION BY PORTAGE COUNTY

Inspection of the sanitary sewer will be the responsibility of the Portage County Water Resources Department and will be constructed under the Standards of Water Resources Department.

It is understood that the provisions of this agreement relating to rules and regulations and standards may be superseded by the OEPA authority having jurisdiction and, in such event, such rules, regulations and standards shall be deemed modified accordingly.

9. AS BUILT COPIES

As built copies of the detailed plans, specifications and profiles for the construction of sanitary sewers serving the SERVICE AREA shall be submitted by the Portage County Water Resources Department to MANTUA, and also kept on file with the Water Resources Department.

10. OWNERSHIP OF FORCE MAIN AND METER VAULT

PORTAGE COUNTY shall own, operate and maintain the force main up to MANTUA'S wastewater treatment plant site. MANTUA shall retain authority to accept and permit sanitary sewer connections to the force main within MANTUA'S corporate limits, as long as such use does not interfere with Ohio Turnpike Commission and Portage County use of the force main..

11. COUNTY CONTROL OF ODOR FROM SERVICE AREA

PORTAGE COUNTY shall incorporate measures and be responsible to mitigate the generation of odors or any other problems promptly that may occur as a result of any flow being generated from the SERVICE AREAS.

12. PROHIBITING OF INDUSTRIAL CONNECTIONS

PORTAGE COUNTY shall not issue permits for connection of industrial users located in the SERVICE area unless such flow can be handled by this agreement or PORTAGE COUNTY and MANTUA mutually agree by supplemental agreement to an increase in PORTAGE COUNTY'S share of the plant capacity and to guidelines for industrial users.

Any industry desiring to use the sanitary sewer serving the SERVICE AREA for the discharge of wastes shall make a written application for such purpose to the Portage County Sanitary Engineer. No permit to discharge such wastes shall be issued, and MANTUA shall not be required to accept any waste generated by any such customer, unless such application is approved by both the Portage County Sanitary Engineer and the Engineering representative of MANTUA. The application shall not be approved unless it is determined that the proposed discharge conforms to the existing regulations of MANTUA including but not limited to the Rules and Regulations Governing Water Lines, Sanitary Sewers, and Storm Sewers in the Village of Mantua. The applicant shall be required to implement all pretreatment determined to be necessary. In no event shall MANTUA be required to accept any additional flow, and PORTAGE COUNTY shall not be permitted to add any additional customer, which would result in an amount of flow that would exceed the then available capacity of PORTAGE COUNTY for treatment and disposal of sanitary sewage and other wastes. Within fifteen working days after receipt of any such application, PORTAGE COUNTY, acting by and through the PORTAGE County Sanitary Engineer, shall approve or disapprove the same. Within five days thereafter, the Portage County Sanitary Engineer shall forward such application, together with related information and a statement of the reason for his approval or disapproval to MANTUA. In those situations in which PORTAGE COUNTY has approved the application, MANTUA shall complete its review and grants its approval, or, in the case it disapproves the application, shall

submit its reason for disapproval, within fifteen (15) working days following receipt hereof. PORTAGE COUNTY shall present to the applying industry within the SERVICE AREA an industrial waste contract setting forth the conditions for acceptance of the wastes, including maximum concentrations, any pre-treatment requirements, provisions relating to waste sampling, remitted volume discharges, and any surcharges that are applicable. MANTUA, accompanied by a representative of PORTAGE COUNTY shall have the right to inspect, sample, or monitor any and all types of discharges in the SERVICE AREA. In the event the discharge does not meet the established requirements, PORTAGE COUNTY will forthwith take the necessary action to insure compliance with said established requirements, including the rules and regulations in the Village Sewer Use Ordinance, MANTUA shall be entitled to refuse to accept such non-compliant discharge flows at the entry point(s).

13. EXHIBITS TO AGREEMENT

This agreement includes Exhibit "A", Exhibit "B", and Exhibit "C" hereto of which is fully a part of this agreement as herein set forth in writing.

14. FORMATION OF BOARD

Subject to the covenants and conditions contained herein, MANTUA and PORTAGE COUNTY promise and agree to the formation of a Board composed of five (5) members; an engineering representative and a wastewater treatment plant superintendent from the Portage County Water Resources Department, and an engineering representative for MANTUA, and it's PLANT operator, along with a fifth member mutually agreed upon. In the event that any controversy or difference shall arise between MANTUA and PORTAGE COUNTY with respect to the interpretation and effect of this agreement or their respective rights, obligations or liabilities there under or the charges and fees to be made and collected pursuant to the provisions hereof; then such controversy or difference shall be submitted to the Board for non-binding mediation. The decision of three of such five persons shall be submitted to MANTUA and PORTAGE COUNTY, which may accept or reject the decision. The parties shall equally divide any pay or expenses of the board.

15. TIME IS OF THE ESSENCE CLAUSE

The two parties acknowledge and understand that time is of the essence. MANTUA agrees that it will accept and treat all Turnpike Commission wastewater flow from the Brady's Leap Service Plaza by March 1, 2001.

16. INVALIDATE SECTIONS OF AGREEMENT

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 so declared invalid.

Accepted in Ravenna, Ohio, this 12th day of September, 2000,
by the Board of County Commissioners.

ALL SIGNATURES WITNESSED BY:

BOARD OF COUNTY COMMISSIONERS,
PORTAGE COUNTY, OHIO

Kathleen Chandler

Christopher Smeiles

Christopher Smeiles, President

Deborah Mazanec

Charles W. Keiper II

Charles W. Keiper II, Vice President

Kathleen Chandler

Kathleen Chandler, Board Member

APPROVED AS TO FORM:

Anta L. Davis

Assistant Portage County Prosecutor

APPROVED:

Harold G. Huff

Harold G. Huff, P.E.

Portage County Sanitary Engineer

DATE: 9-5-00

DATE: 9/5/00

Accepted in Mantua, Ohio, this 10 day of Sept. 2000,
2000, by the Village of Mantua, Portage County, Ohio.

ALL SIGNATURES WITNESSED BY:

VILLAGE OF MANTUA

Walter Hume

Claude E Hopkins
Claude E. Hopkins, Mayor

Betsy Welsch

APPROVED AS TO FORM:

David M. Feyja
Village Solicitor

DATE: 9/10/00

APPROVED:

Christopher Jones, Director
Ohio Environmental Protection Agency

DATE: _____

AVAILABILITY OF FUNDS

I, Janet Esposito, the Portage County Auditor, hereby certify that sufficient funds to discharge all of Portage County's obligations under this contract are available or are in the process of collection.

All attached
JANET ESPOSITO _____ Date _____

I, Betsy Woolf, Clerk-Treasurer for the Village of Mantua, hereby certify that sufficient funds to discharge all of Mantua's obligations under this contract are available or are in the process of collection.

Betsy Woolf
BETSY WOOLF _____ 9-10-2000
Date _____

AUDITOR'S CERTIFICATE

I, Janet Esposito, the Portage County Auditor, hereby certify that sufficient funds to discharge all of Portage County's obligations under this contract for fiscal year 2000 are available or are in the process of collection in Fund 500-051-1051-2751, tap fees, in the amount of \$71,625.

Janet Esposito 9-8-00
Janet Esposito Date
Portage County Auditor

I, Janet Esposito, the Portage County Auditor, hereby certify that sufficient funds to discharge all of Portage County's obligations under this contract for fiscal year 2001 are available or are in the process of collection in Fund 500-051-1051-2751, tap fees, in the amount of \$71,625 and in Fund 500-051-1051-5105, Infrastructure Acquisition, in the amount of \$281,750

Janet Esposito 3-8-01
Janet Esposito Date
Portage County Auditor

I, Betsy Woolf, Clerk-Treasurer for the Village of Mantua, hereby certify that sufficient funds to discharge all of Mantua's obligations under this contract are available or are in the process of collection.

Betsy Woolf

Date

[illegible]

MANTUA VILLAGE

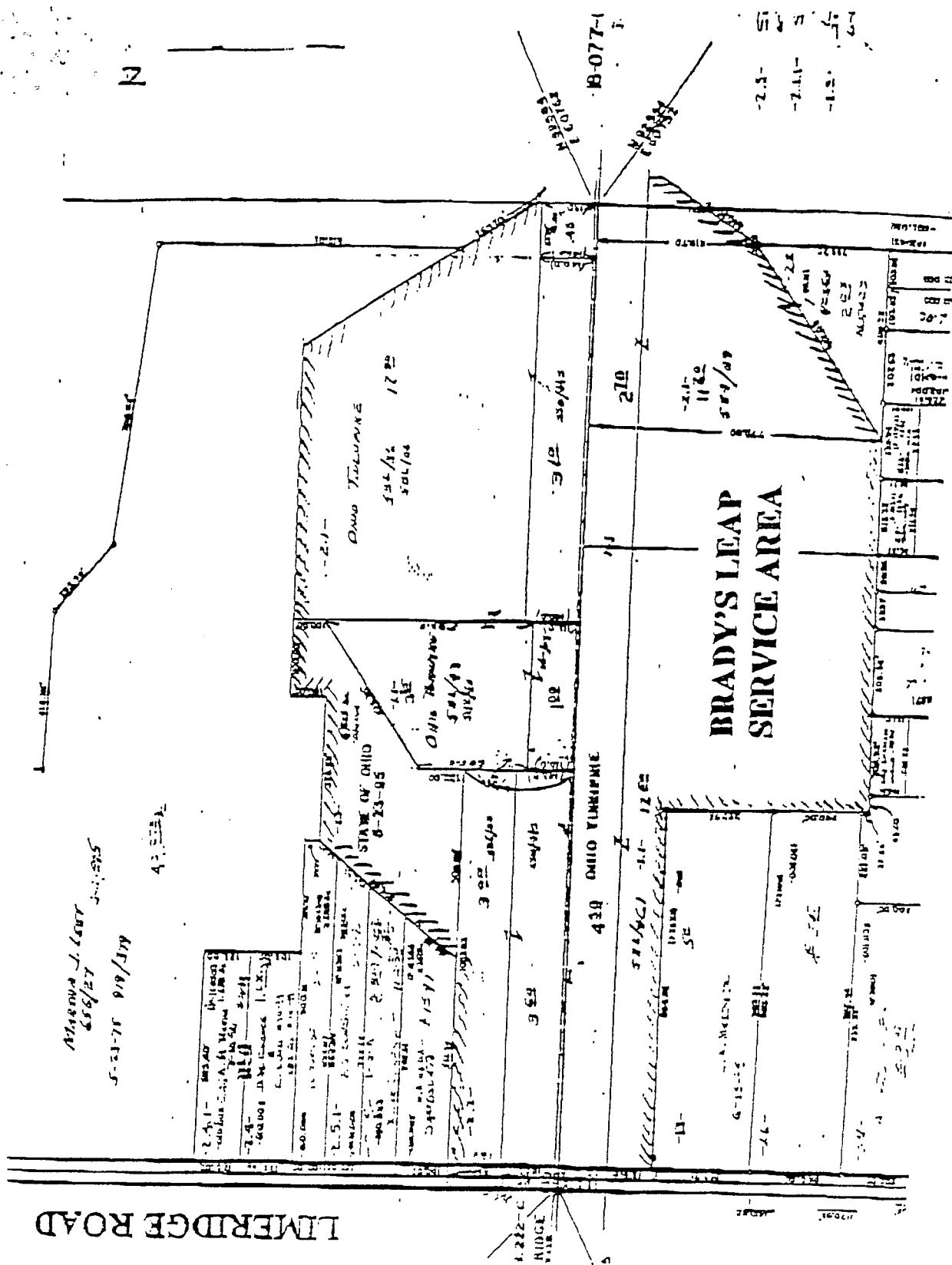
PORTAGE/ BRADY'S LEAP SERVICE PLAZAS

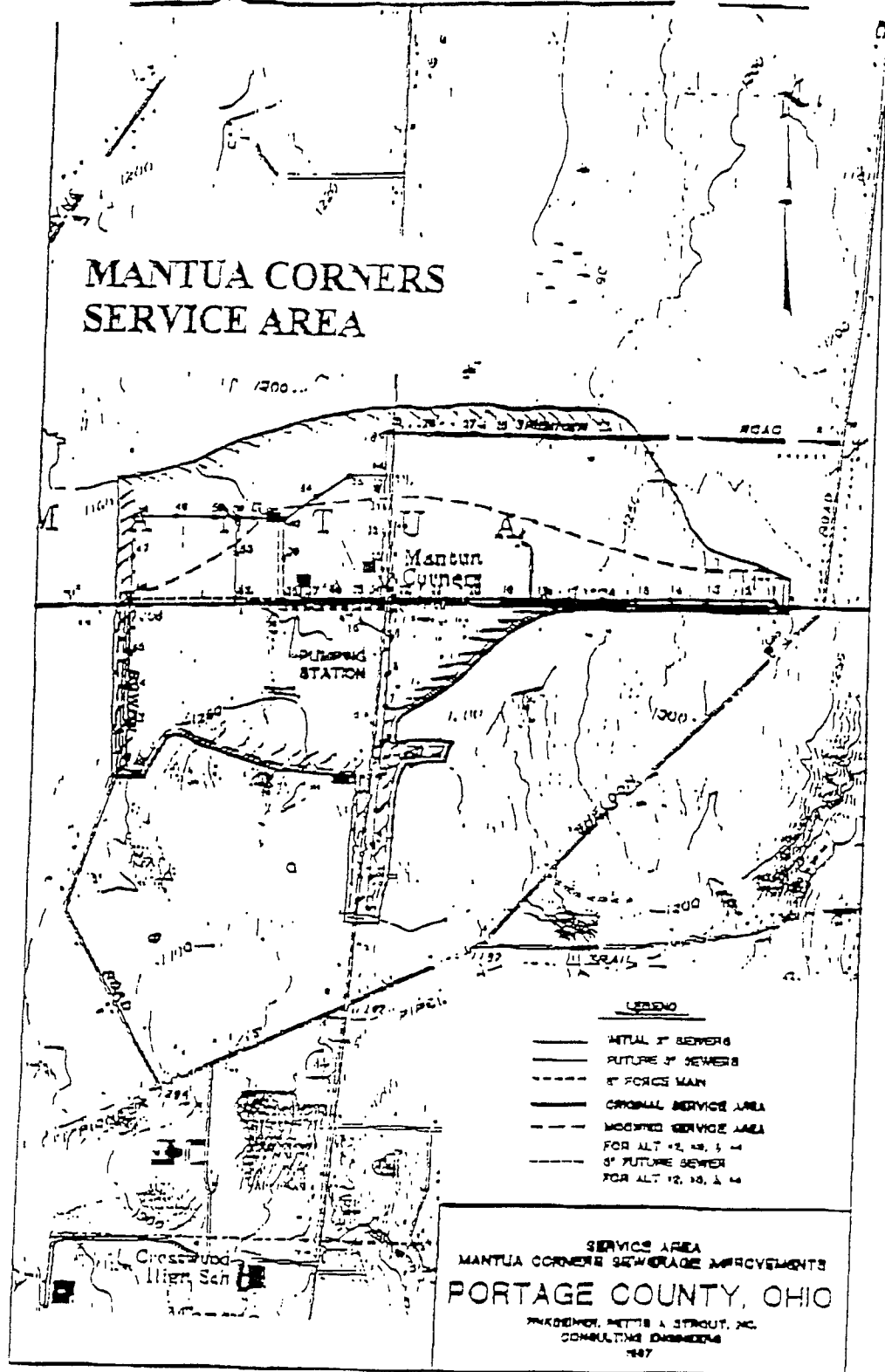
OHIO TURNPIKE
COMMISSION

SANITARY SEWER

FREEDOM TOWNSHIP
ORIGINAL LOTS 78 & 79

EXHIBIT B





Village of Mantua, Ohio
RESOLUTION 2010-37

A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF MANTUA TO EXECUTE THE "FIRST AMENDMENT TO MANTUA-PORTAGE COUNTY WASTEWATER FLOW AGREEMENT", AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Resolution 2000-44, the Village has entered into a Wastewater Flow Agreement with Portage County; and

WHEREAS, Portage County desires to secure USDA funding assistance for the Aurora Meadows Subdivision Sanitary Sewer Project, which is an essential component of the Wastewater Flow Agreement; and

WHEREAS, in order for the County to qualify for such funding, the Village must commit to its ability to provide sanitary sewer treatment for a period of time which is at least equal to the repayment period of the loan; and

WHEREAS, an amendment to the original agreement is now required in order to formalize such commitment.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Mantua two-thirds or more of the members elected thereto concurring that:

SECTION 1. The Mayor is hereby authorized and directed to execute the "First Amendment to Mantua-Portage County Wastewater Flow Agreement", attached hereto as "Exhibit A" and incorporated herein by reference.

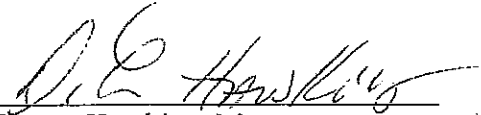
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared an emergency measure necessary to expedite the completion of the Aurora Meadows Sewer project which will generate essential revenues for the operation of the Village of Mantua, and shall become effective immediately upon the affirmative vote of two-thirds or more of the members elected to this Council and approval by the Mayor.

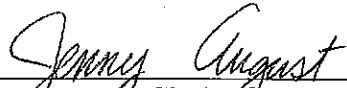
PASSED IN COUNCIL this 17th day of August, 2010.

Village of Mantua, Ohio
RESOLUTION 2010-37

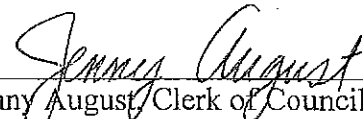
APPROVED:


Donna Hawkins, Mayor

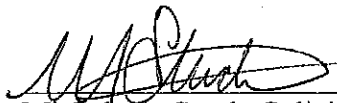
ATTEST:


Jenny August, Clerk of Council

I hereby certify the above Resolution was posted at the 4 pre-designated public notice locations in the Village of Mantua, Ohio.


Jenny August, Clerk of Council

Approved as to Form:


Michele A. Stuck, Solicitor

Village of Mantua, Ohio
RESOLUTION 2010-37

"Exhibit A"

**FIRST AMENDMENT TO
MANTUA-PORTAGE COUNTY WASTEWATER FLOW AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____ 2010 by and between the Board of County Commissioners of Portage County ("PORTAGE COUNTY") and the Village of Mantua ("MANTUA") pursuant to Resolution number 2010-37, adopted August 17, 2010.

WITNESSETH:

WHEREAS, the parties entered into a Wastewater Flow Agreement on September 12, 2000; and,

WHEREAS, the parties desire to amend said Agreement in order to provide an endorsement that said Agreement satisfies the requirements of USDA RUS Instruction section 1780.62 in order for PORTAGE COUNTY to secure funding assistance for the Aurora Meadows Subdivision Sanitary Sewer Project; and,

WHEREAS, USDA RUS Instruction section 1780.62 requires that the contracts of Applicants seeking water or waste loans or grants cover a "period of time which is at least equal to the repayment period of the loan."; and

WHEREAS, The funding assistance sought by PORTAGE COUNTY from the USDA has a repayment term of forty (40) years.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties, it is hereby agreed to supplement the September 12, 2000 agreement as follows:

SECTION 1: Sanitary sewer treatment shall be available for at least until December 31, 2050.

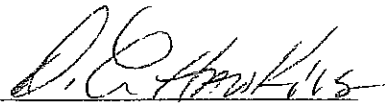
SECTION 2: Except as hereby modified, all terms, conditions and covenants of the Agreement between the parties date September 12, 2000, shall remain in full force and effect.

Village of Mantua, Ohio
RESOLUTION 2010-37

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the day and year first above written.

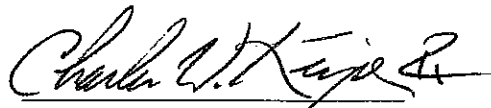
MANTUA VILLAGE

By:



Donna Hawkins
Mayor

PORTAGE COUNTY
BOARD OF COMMISSIONERS:

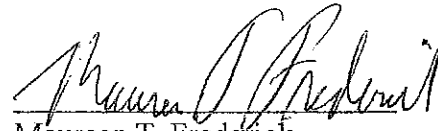
By:


Charles W. Keiper II
President

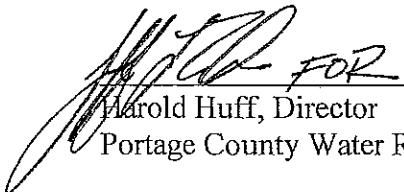
By:


Christopher Smeiles
Vice President

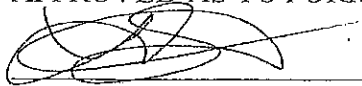
By:


Maureen T. Frederick
Board Member

APPROVED:


Harold Huff, Director
Portage County Water Resources

APPROVED AS TO FORM:


Assistant Prosecuting Attorney

APPROVED AS TO FORM:


Mantua Village Solicitor