



TRUMBULL COUNTY COMMISSIONERS

160 HIGH ST., N.W.
WARREN, OHIO 44481

CHRISTOPHER LARDIS, President
ARTHUR U. MAGEE, Commissioner
ANTHONY A. LATELL, JR., Commissioner

ROSELYN J. FERRIS, Clerk

August 20, 1987

The following action was taken by the Board of Trumbull County Commissioners on August 13, 1987, and recorded in their Journal Volume 81, Page 223:

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RE: ENTER INTO TWO AGREEMENTS-CITY OF WARREN ONE FOR TREATMENT OF SEWAGE AND CAPITAL COST IN THE METROPOLITAN SEWER DISTRICT--WARREN-CHAMPION AND LORDSTOWN SUBDISTRICTS AND AGREEMENT WITH CITY OF WARREN FOR TREATMENT OF CITY OF WARREN'S SEWAGE AND CAPITAL COST TO THE MOSQUITO CREEK SEWER DISTRICT

MOTION: Made by Mr. Magee, seconded by Mr. Lardis, to enter into two agreements with the City of Warren--one agreement shall be for Trumbull County's treatment of sewage and capital cost in the Metropolitan Sewer District--Warren-Champion and Lordstown Subdistricts and the second agreement with the City of Warren is for the treatment of the City of Warren's Sewage and capital cost to the Mosquito Creek Sewer District; per the recommendation of the Sanitary Engineer, and as approved by the Prosecutor's Office.

Yeas: Magee, Lardis
Nays: None

CERTIFICATION

I, Roselyn J. Ferris, Clerk of the Board of County Commissioners, Trumbull County, Ohio, do hereby certify that the foregoing is a true and correct copy of a Journal Action adopted by the Board of Trumbull County Commissioners on August 13, 1987, and is duly recorded in their Journal Volume 81, Page 223:

Roselyn J. Ferris
Roselyn J. Ferris, Clerk

RF:plb

Copy Tom - 2 copies
REX
Jim
then file
Agreement Files

(X)

Note: Agreements
not signed by
the City of
Warren
HSD#1 Agreement
can not be
found with a
signed
original or
copy

Warren Champion &
Lordstown
agreements
were
revised
in 1988



TRUMBULL COUNTY COMMISSIONERS

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WARREN, OHIO 44481

CHRISTOPHER LARDIS, President  
ARTHUR U. MAGEE, Commissioner  
ANTHONY A. LATELL, JR., Commissioner

ROSELYN J. FERRIS, Clerk

August 20, 1987

Mr. Milan Brkich  
Prosecutor's Office  
160 High Street, N.W.  
Warren, Ohio 44481

Dear Mr. Brkich:

The following action was taken by the Board of Trumbull County Commissioners on August 13, 1987, and recorded in their Journal Volume 81, Page 223:

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RE: ENTER INTO TWO AGREEMENTS-CITY OF WARREN  
ONE FOR TREATMENT OF SEWAGE AND CAPITAL COST  
IN THE METROPOLITAN SEWER DISTRICT--WARREN-CHAMPION  
AND LORDSTOWN SUBDISTRICTS AND AGREEMENT WITH  
CITY OF WARREN FOR TREATMENT OF CITY OF WARREN'S  
SEWAGE AND CAPITAL COST TO THE MOSQUITO CREEK  
SEWER DISTRICT

MOTION: Made by Mr. Magee, seconded by Mr. Lardis, to enter into two agreements with the City of Warren--one agreement shall be for Trumbull County's treatment of sewage and capital cost in the Metropolitan Sewer District--Warren-Champion and Lordstown Subdistricts and the second agreement with the City of Warren is for the treatment of the City of Warren's Sewage and capital cost to the Mosquito Creek Sewer District; per the recommendation of the Sanitary Engineer, and as approved by the Prosecutor's Office.

Yeas: Magee, Lardis

Nays: None

Per instructions from Mr. Charles Miller, Sanitary Engineer we are forwarding contracts to your office for full execution with the City of Warren.

Please forward a fully executed copy of same to our office upon completion.

Yours sincerely,

BOARD OF TRUMBULL COUNTY COMMISSIONERS

*Roselyn J. Ferris*  
\_\_\_\_\_  
Roselyn J. Ferris, Clerk

plb  
cc: Sanitary Engineer  
Water/Sewer Accounting

Enc: 1

**TRUMBULL COUNTY SANITARY ENGINEER  
WATER/SEWER ACCOUNTING DEPARTMENT**

COUNTY ADMINISTRATION BUILDING  
160 High Street N.W.  
Warren, Ohio 44481

Adrian S. Biviano  
MANAGER

August 12, 1987

Phone: 841-0475  
Toll Free 800-826-8689  
Ext. 475-478

Trumbull County Board of Commissioners  
Trumbull County Administration Building  
160 High Street NW  
Warren, Ohio 44481

Dear Commissioners,

Please find attached two (2) contract agreements with the City of Warren for treatment of sewage and capital cost for the Warren-Champion, Lordstown and Mosquito Creek Sewer Districts.

We respectfully request that the Board approve and sign these agreements and forward them to the City of Warren, for their signature. Attorney Brkich has already approved these agreements as to legal form and correctness.

If you have any questions, please contact us.

Sincerely,



Adrian S. Biviano, Controller  
Water/Sewer Accounting Department



Charles Miller, Sanitary Engineer  
Trumbull County Sanitary Engineer Dept.

ASB/mrf

MOSQUITO CREEK AGREEMENT

WHEREAS, the City of Warren, Ohio (hereinafter referred to as "City"), and Trumbull County, Ohio (hereinafter referred to as "County"), did on October 5, 1966, enter into an agreement of wastewater conveyance and treatment service for the Mosquito Creek Sewer District (hereinafter referred to as the "District"); and

WHEREAS, Section 6 of the Agreement provides for payment by the City for wastewater discharged from the District; and

WHEREAS, Section 7 of said Agreement provides for adjustment of the rates and terms of said Section 6 not more frequently than a 5-year intervals for said District; and

WHEREAS, the County now desires an adjustment in the rates and/or terms of said Agreement; and

WHEREAS, the City agrees to said adjustment of the rates and terms of said Agreement; and

WHEREAS, certain other provisions must be incorporated into the Agreement pursuant to applicable U.S. EPA regulations.

NOW, THEREFORE, it is mutually agreed by and between the City, duly authorized to enter into this Agreement by Ordinance No. \_\_\_\_\_, duly passed by its Council on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and the County, by resolution duly adopted by the Board of County Commissioners on the 13th day of August, 1987, as follows:

ARTICLE 1

The County has established the Mosquito Creek Sewer District as shown and described in "Exhibit A" which is attached hereto and made a part hereof; and

The County has constructed a wastewater treatment plant and interceptor sewers which have adequate capacity to accept and treat and dispose of the anticipated wastewater from the District, including those areas of the City located within the Mosquito Creek drainage basin.

This Agreement shall apply only to those sections of the City located within the original Howland Sewer District No. 1 as delineated on the attached map entitled "Exhibit B", which is hereby made a part of this Agreement.

ARTICLE 2

The City may construct or authorize the construction of other sanitary sewers within the original Howland Sewer District No. 1, in the City to be connected to the above-mentioned sanitary interceptor provided that such public and building sewer construction within the City shall be equivalent to or more rigid than the standards of sewer construction of the County. Detailed plans and specifications for the construction of sanitary sewers in the City shall be submitted to the County for review and written approval prior to construction, and the County Sanitary Engineer or his authorized representative shall have the right to enter and inspect any sewer or lateral in the District during or after construction for the purpose of ascertaining that the construction conforms to the approved plans and specifications.

No service connections shall be made to the City's sanitary sewer system located in Howland Sewer District No. 1 without the prior written approval of the County Sanitary Engineer.

#### ARTICLE 3

The City agrees to provide on an annual basis a list of all industrial users within the District, surcharged by the City, the basis of calculation and the amounts of payments received.

#### ARTICLE 4

The City acknowledges that the County is required to develop and implement a pretreatment program as stipulated in U.S. EPA regulation 40 CFR 403. The City agrees to provide full cooperation and will allow the County to interview, visit, inspect, monitor, meter, sample and otherwise obtain access to and reports from all industrial users located in the City as may be necessary to establish and implement a pretreatment program.

#### ARTICLE 5

For the acceptance, treatment and disposal of wastewater from the DISTRICT, the City shall pay to the County, One Hundred Eighty-Five Dollars and Sixteen Cents (\$185.16) per annum per residential dwelling or its equivalent connection to the sanitary sewer system and discharge its wastewater into said system. The number of residences to be billed shall be determined by a review of the current City Sewer billing records, with full consideration given to the number of multi-residential or commercial units on a single connection. Said charges are to be paid at the rate of Forty-six Dollars and Twenty-nine Cents (\$46.29) per quarter. Charges shall be paid without discount

within Forty-five (45) days of the billing; if not so paid, quarterly charges shall be increased at the rate of six (6%) percent per annum until paid.

In lieu of said residential unit charge and as soon as the County installs a master meter to monitor the actual flow of said system, the City shall pay to the County One Thousand Forty-eight Dollars (\$1,048.00) per million (1,000,000) gallons of wastewater discharged from the system, with payment to commence following the completion of an I/I reduction program by the City, but in no case, later than January 1, 1986.

This charge is composed of Eight Hundred Eighty Dollars (\$880.00) which represents the estimated cost of operation, maintenance and replacement of the District Treatment Works, and One Hundred Sixty-eight Dollars (\$168.00) which represents an equitable and proportionate share of the annual principal and interest payment the County is required to pay to satisfy the indebtedness on the District Treatment Works operating prior to January 1, 1985.

For the period beginning January 1, 1987, the City shall pay to the County One Thousand Five Hundred Sixty-six Dollars (\$1,566.00) per million (1,000,000) gallons of wastewater discharged from the system, with payment to commence on January 1, 1987.

This charge is composed of One Thousand Fifty-One Dollars (\$1,051.00) which represents the estimated cost of operation, maintenance and replacement of the District Treatment Works, and Five Hundred Fifteen Dollars (\$515.00) which represents an

equitable and proportionate share of the annual principal and interest payment the County is required to pay to satisfy the indebtedness on the District Treatment Works.

#### ARTICLE 6

This Agreement shall be a continuing contract, but subject to review and adjustment of its rates and terms at such times as either the City or County shall request, but at least a 2-year intervals as required by the U.S. EPA, except that in the case of special circumstances such as the addition of major capital improvements, the rates and terms of this Agreement shall be subject to review and adjustment immediately upon completion of construction of said improvements and prior to expiration of a previous 2-year interval.

The rate to be used for adjustments shall be computed by dividing the total annual metered wastewater flow to the County's District Treatment Facilities in million gallons into:

A. The total annual operating, maintenance and replacement expenses of the County's District Treatment Works adjusted to reflect prior surpluses on deficits and reduction in the amount of billing costs, industrial pretreatment program costs and extra strength surcharge revenues. An administrative charge-back for services directly related to the District operations shall be included in O,M&R and charged to city at 100 percent.

B. The total annual amount of principal and interest payments the County is required to pay to satisfy indebtedness incurred to construct treatment facilities completed prior to



January 1, 1985. The resultant rate shall be charged to the City at 150 percent.

C. The total annual amount of principal and interest payments the County is required to pay to satisfy the indebtedness to be incurred as a result of improvements to the wastewater treatment plant completed after January 1, 1985. The resultant rate shall be charged to the City at 100 percent.

#### ARTICLE 7

The County shall provide the City each year with an Annual Report for the District's Wastewater Treatment Department. Such report shall include information necessary to administer the provisions of this Agreement, including but not necessarily limited to:

- A. Actual annual cost of operation, maintenance and replacement.
- B. Actual annual volume of wastewater flow treated.
- C. Actual cost per million gallons of wastewater treated.
- D. Total annual revenues received from operation, maintenance and replacement rates of charge.
- E. Actual annual payments of principal and interest previously referred to in paragraphs "B" and "C" in Article 6.
- F. Total annual revenues received from Capital Improvement rates of charge.
- G. Total annual surplus or deficits and the amounts used in subsequent rate adjustments.

The County agrees to give credit to the City for its proportionate share of surplus funds that may accrue in either

the operation, maintenance and replacement or the Capital Improvement funds. The City agrees to accept its proportionate share of any deficit that may develop in either fund, consistent with the provisions in this supplement agreement.

#### ARTICLE 8

To institute a rate adjustment, the County shall notify the City at least 90 days before the proposed rate is to be effective. If no written response is received from the City by the end of the 90 day period, the rates shall take effect automatically on the proposed date.

If the City disputes the rate adjustment, the City shall provide to the County alternate calculations before the said 90-day period.

In the event disagreement as to the nature or terms of a proposed adjustment or revision continues beyond the 90-day period, the case shall be submitted to a panel of three qualified registered engineers, one to be appointed by the City, one by the County, and one acceptable to both parties. The recommendations of said panel shall be submitted to the legislative authorities of both the City and County and such recommendations shall have no force unless approved by both legislative authorities.

#### ARTICLE 9

It is hereby agreed by the parties that this Agreement hereby supersedes and repeals all those terms contained in the Supplement Agreement dated June 1, 1983, and the Agreement dated October 5, 1966, which are inconsistent with the terms found herein.

This Agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands and seals at Warren, Ohio this \_\_\_\_\_ day of AUGUST, 1987.

Signed and acknowledged in the presence of:

Roselyn J. Ferris  
Mary Ann Spain

COUNTY OF TRUMBULL, OHIO  
BOARD OF COUNTY COMMISSIONERS

BY: Anthony J. Gately  
BY: [Signature]  
BY: [Signature]  
CITY OF WARREN, OHIO

\_\_\_\_\_  
DIRECTOR OF PUBLIC SERVICE AND SAFETY

APPROVED AS TO LEGAL FORM AND CORRECTNESS

\_\_\_\_\_  
CITY LAW DIRECTOR  
CITY OF WARREN, OHIO

Milan Arkich  
PROSECUTING ATTORNEY  
TRUMBULL COUNTY, OHIO

\_\_\_\_\_  
CITY OF WARREN, WASTEWATER TREATMENT SUPERINTENDENT

Charles H. Miller  
TRUMBULL COUNTY SANITARY ENGINEER