

TRUMBULL COUNTY COMMISSIONERS

INTER-OFFICE COMMUNICATION

DATE August 12, 1982

FROM Board of County Commissioners TO George Libertin, Sanitary Engineer ✓

SUBJECT RE: ENTER INTO AGREEMENT-CITY OF WARREN
PAYMENT OF SEWER SERVICE CHARGES FOR CITY RESIDENTS
IN AREAS NOT SPECIFICALLY COVERED BY PRIOR AGREEMENTS

The following action was taken by the Board of Trumbull County Commissioners on August 5, 1982 and recorded in their Journal Volume 76, Page 153:

MOTION: Made by Mr. Vannelli, seconded by Mrs. Dennison, to enter into an agreement with the city of Warren covering payment of sewer service charges for city residents in areas not specifically covered by prior agreements whose wastewater is tributary to county-owned treatment facilities, per approval of Prosecutor's Office.

Yeas: Vannelli, Dennison, Latell
Nays: None

Attached hereto is copy of said Agreement which has been executed by the Board of Trumbull County Commissioners.

mas

Attachment

Parcel #'s
Begin 38 } Should be
39 } specials
44 }

Please forward copy by 8/23/82
C.H. Humer & A. Bionardo
PLEASE FILE
HOS CREEK
SEWER DISTRICT
CITY WARREN
Agreements

AGREEMENT

Between the City of Warren, Ohio, and Trumbull County, Ohio,
Covering Payment of Sewer Service Charges for City Residents in
Areas Not Specifically Covered by Prior Agreements Whose
Wastewater is Tributary to County-Owned Treatment Facilities.

THIS AGREEMENT, made and executed at Warren, Ohio this
30th day of April, 1982, between the CITY OF WARREN, OHIO, herein-
after referred to as the "CITY", Party of the First Part, acting by and
through its Director of Public Service and Safety, in that behalf
duly authorized by Ordinance No. 9153/81, passed by the City
Council of the City of Warren, Ohio on December 28, 1981, and
approved by the Mayor of said City on December 30, 1981, and
TRUMBULL COUNTY, OHIO, hereinafter referred to as the "COUNTY"
Party of the Second Part, acting by and through its Board of
County Commissioners in that behalf duly authorized by Resolution
of said Board passed on ~~May~~ ^{August} 5, 1982.

WITNESSETH:

WHEREAS, the COUNTY owns, operates and maintains the Mosquito
Creek Wastewater Treatment Plant and sewers tributary thereto,
and

WHEREAS, wastewater from many premises within the CITY is
discharged into the COUNTY sewers and is carried to the Mosquito
Creek Wastewater Treatment Plant for treatment and disposal, and

WHEREAS, only certain of these premises are covered by prior agreements between the CITY and the COUNTY, and

WHEREAS, in the past these premises not covered by such prior agreements have been billed sewer service charges for wastewater disposal and sewer maintenance directly by the COUNTY and have made payment for these charges directly to the COUNTY, and

WHEREAS, the CITY now desires to assume responsibility for the payment of such sewer service charges to the COUNTY, and the COUNTY is agreeable to such an arrangement,

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained and agreed to be performed by the Parties hereto and the payments hereinafter agreed to be made, the CITY and the COUNTY agree as follows:

SECTION 1: This Agreement shall apply only to those premises within the CITY, not specifically covered by prior agreements from which wastewater is conveyed to COUNTY-owned treatment facilities for treatment and disposal.

SECTION 2: This Agreement shall be effective June 1, 1982. The Agreement is subject to cancellation upon 180 days written notice by either Party. In the absence of such cancellation, the Agreement shall be a continuing contract.

SECTION 3: For the acceptance, conveyance, treatment and disposal of wastewater, the CITY shall pay to the COUNTY for each premise covered by this Agreement charges computed at the same rates in effect for premises outside of the CITY receiving comparable service and discharging wastewater to the same County-owned treatment facilities.

SECTION 4: The County will give the City sixty (60) days advance notice of any rate changes.

*BL
Does not
approve of
Section 4*

SECTION 5: Payment of the charges hereunder shall commence July 15, 1982, and shall be due and payable monthly thereafter on the fifteenth (15th) day of each month. The City shall furnish to the County with each payment a summary of the computation of the total charges due. Charges not paid within thirty (30) days of the due date shall be increased at the rate of six (6) percent per annum until paid.

*Cr L
DOES NOT
APPROVE
contrary to our
own regulations*

IN WITNESS WHEREOF, the duly authorized parties hereto have
set their hands and seals as of the date first above written.

PARTY OF THE FIRST PART
CITY OF WARREN, OHIO

WITNESSED BY:
Janet J. Sena
Betty Suprab

By: [Signature]
Director of Public
Service and Safety
Date: April 30, 1982

PARTY OF THE SECOND PART
COUNTY OF TRUMBULL, OHIO

WITNESSED BY:
Roselyn J. Harris
[Signature]

By: [Signature]
[Signature]
Wayne D. [Signature]
Commissioners
Date: ~~May~~ August 1982

APPROVED AS TO LEGAL
FORM AND CORRECTNESS:

[Signature]
Law Director
Warren, Ohio
Date: April 30, 1982

Thomas E. Carney
Prosecuting Attorney
Trumbull County, Ohio
Date: May 1982
August 4