

City of Ashtabula

Contract/Agreement# 3004

Authorized by Ordinance _____

2015-64

Or by Purchase Order _____

Passed on

05/18/15

Entered into With:

Saybrook Township

Ashtabula, OH 44004

Contract Subject

State Rt. 20 joint economic district

Time period covered by Contract _____

Amount of Contract _____

Account(s) _____

Bid# _____

Bid Opening Date _____

ORDINANCE NO. 2015-64

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT WITH SAYBROOK TOWNSHIP, OHIO

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and,

WHEREAS, the City of Ashtabula and the Township of Saybrook have received petitions from one hundred per cent (100%) of the property owners and businesses in a portion of Saybrook Township, Ohio, asking to form a Joint Economic Development District (JEDD), and have negotiated a tentative JEDD Contract for a district to be known as the "Route 20 Joint Economic Development District"; and

WHEREAS, the City Council held a public hearing that allowed for public comment and recommendations concerning the contract and district on May 12, 2015, preceded by at least thirty days' public notice of the time and place of the public hearing in a newspaper of general circulation in the City; and,

WHEREAS, throughout said thirty-day hearing preceding the public hearing all of the following documents have been available for public inspection in the office of the Clerk of Council: (A) A copy of the contract creating the district; (B) A description of the area or areas to be included in the district, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas; and (C) An economic development plan for the district; and,

WHEREAS, a copy of the proposed contract has been delivered to the Board of County Commissioners of Ashtabula County;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and he is hereby, authorized to enter into a Joint Economic Development District Contract with Saybrook Township, Ohio, in form and content substantially similar to the document attached hereto as Exhibit A.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of R. C. Section 121.22.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: 5-18-15

J.P. Ducro IV

J.P. Ducro IV
President of Council

Vote:

	Yea	Nay
Ducro:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McClure:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Balog:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pugliese:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cook:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Misener:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hamrick:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTEST:

LaVette E. Hennigan

LaVette E. Hennigan
Clerk of Council

APPROVED:

James M. Timonere

James M. Timonere
City Manager

JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT

BETWEEN

THE CITY OF ASHTABULA

AND

SAYBROOK TOWNSHIP

ROUTE 20 ECONOMIC DEVELOPMENT DISTRICT

**JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT
BETWEEN
THE CITY OF ASHTABULA AND SAYBROOK TOWNSHIP**

This City of Ashtabula and Saybrook Township Joint Economic Development District Contract (the "Contract") is hereby entered into by and between the City of Ashtabula and Saybrook Township, both of Ashtabula County, Ohio, in accordance with the terms and provisions set forth herein.

RECITALS

A. The City of Ashtabula (the "City") and Saybrook Township (the "Township") (collectively the "JEDD Parties," individually a "JEDD Party") enter into this Contract in order to create and provide for the operation of the City of Ashtabula and Saybrook Township Joint Economic Development District (the "District") as a joint economic development district in accordance with Sections 715.72 through 715.81 of the Ohio Revised Code ("R.C.") for their mutual benefit and for the benefit of their residents and the residents of the State of Ohio (the "State").

B. The City of Ashtabula is a municipality located within Ashtabula County, Ohio, and Saybrook Township is a township located within Ashtabula County, Ohio. The City of Ashtabula and Saybrook Township are contiguous to one another.

C. The legislative authority of each of the JEDD Parties has approved, authorized and directed their respective officers to make and enter into this Contract in accordance with Ordinance No. 2015-64, enacted by the City Council of Ashtabula on May 18, 2015, and in accordance with Resolution No. 15052601, adopted by the Board of Township Trustees of Saybrook Township on May 26, 2015.

the effective date of this Contract, and the territory does not include any parcel of land that is owned in fee by or is leased to a municipal corporation or a township, unless the owning municipal corporation or township has consented to inclusion, all in compliance with R.C. 715.73. The territory of the City of Ashtabula is contiguous to the territory of Saybrook Township, as required by R.C. 715.72(C)(1).

Section 5 **Addition and Removal of Areas from District** Subject to and consistent with R.C. 715.761 and any other applicable provisions of the Ohio Revised Code now existing or hereafter adopted, the territorial boundaries of the District set forth in **Exhibit "A"** hereto may be amended from time to time to add to the territory of the District property within Saybrook Township. Pursuant to R.C. 715.761(A), property added to the District shall meet all of the criteria for areas to be included in a joint economic development district as set forth in R.C. 715.73 as that section, or its successor, provides at the time of the amendment. Upon agreement of both of the JEDD Parties, this Contract, including **Exhibit "A"** hereto, may also be amended from time to time to remove territory from the District.

Section 6 **Term And Termination** The initial term of this Contract shall commence on the date hereof and shall terminate at midnight on January 19, 2036 (which is the date of termination of the initial term of the Agreement Between The City Of Ashtabula, Ohio And Ashtabula County, Ohio For Wastewater Conveyance, Treatment And Disposal) unless otherwise terminated prior to that date as provided herein. The initial term of this Contract recognizes that the accrual of benefits to the parties from this Contract may take many years and that the construction of utility facilities and other possible capital improvements provided for herein are of permanent usefulness and duration. This contract shall continue in existence throughout its term and shall be binding on both the JEDD Parties and on any parties succeeding

but are not required to, amend this Contract to add that municipal corporation as a party to this Contract. The portion of the territory of the District that is included within the municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Section 10 hereof.

This Contract shall become null and void, without further action of any JEDD Party, in the event that an election is required pursuant to R.C. 715.77 and the voters of Saybrook Township fail to approve the Township resolution approving the Contract.

Section 7 Governmental Service: Contribution to the District In accordance with R.C. 715.74, the JEDD Parties each agree to contribute to the development and operation of the District as follows:

A. **General Services.** The JEDD parties agree to jointly provide services to assist the District with planning, promotion and related activities to facilitate economic development in the District. The parties hereby agree, pursuant to R.C. 715.74, that the City shall administer, collect, and enforce the income tax on behalf of the District as set forth in Section 10.

The Township, at its own expense, shall provide the same services within the District that it provides now or in the future within the Township, including providing fire and EMS response, industrial or commercial zoning of the areas including in the District, and road maintenance on Township roads within the District.

Nothing herein shall serve to prevent or limit mutual aid or other agreements between the Ashtabula County Sheriff's Department and the City of Ashtabula Police Department which may affect law enforcement activities in the District.

The JEDD Parties and the Board agree to cooperate with the County and each other in seeking any grants or other outside funds to offset sewer line construction costs within the District.

D. **Economic Development Services** The JEDD Parties agree that they will consult and cooperate with one another in developing a joint economic development plan for the District that includes a schedule for the provision of the new, expanded, or additional services, facilities, or improvements for the District, as required by R.C. 715.75(A). Further, the City and the Township agree that they will hold planning meetings no less frequently than once a year to further their goal of fostering development of the JEDD District.

E. **Job Development Grants** The existing program of grants to foster job development through credits for new payroll taxes as set forth in Chapter 193 of the Codified Ordinances of the City of Ashtabula shall be made available to any business in the District which may qualify for and make proper application for same. The City Manager and the President of the Board of Trustees shall both participate in any negotiations of any terms of such grants, and the approval of both shall be necessary for Council to act upon any such application.

F. **Additional Specific Services and Contributions.** In addition, the JEDD Parties agree to the following specific services and contributions to be provided:

- i. Zoning and planning considerations in the development of the District shall be at the final discretion of the Township Trustees and zoning officials, subject to any limitations on utility service provided in Subsections B and C above. However, the Township agrees to consult with elected City officials and the City Planning Commission on development issues within the District.
- ii. The City, Township and Board, in collaboration with the County, will undertake efforts to apply for, receive and utilize aid for public improvements awarded by the State of Ohio for public infrastructure capital improvements, pursuant to R.C. Chapter 164, or other state or federal sources for assistance for infrastructure capital improvements.

to paragraph (e) shall also serve a term of four years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the Board, but no member may serve more than two consecutive terms on the Board. The member described in paragraph (e) above shall serve as chair of the Board.

If there are no businesses within the District, the members shall be as follows:

- a) One member representing the City, appointed by the City Manager
- b) One member representing the Township, appointed by the Board of Trustees
- c) One member selected by the two members above

The City representative shall serve a term of one year; the Township representative shall serve a term of two years; the third member shall serve a term of three years. Thereafter, terms for each member shall be for four years, each term ending on the same day of the same month of the year as did the term that it succeeds. A member may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board. The member described in paragraph (c) above shall serve as chair of the Board.

In the event that the Township were to cease to exist or the territory of the District no longer be within the jurisdictional boundaries of the Township, the Board shall establish a procedure for the appointment of members of the Board from the political subdivision or entity succeeding to the Township or being added as a party to this Contract, in accordance with R.C. 715.78.

The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

(1) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including, but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combinations thereof;

(4) apply to proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the JEDD Parties;

(6) promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties to this Contract as well as Ashtabula County and the State of Ohio;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 10 Income Tax Following the formation of the District, the Board at its first meeting shall adopt a resolution to levy within the District an income tax at a rate no greater than the income tax rate for the City, which rate is currently 1.8%, in accordance with R.C. 715.74(C), on all applicable entities and employees located within the area of the District. The income tax may be levied on income earned by persons working within the District and based on the net profits of businesses located in the District, but the income of an individual who resides in the District shall not be subject to such income tax unless the income is received for personal services performed in the District, pursuant to R.C. 715.74. The income tax shall go into effect on the first day of the calendar quarter immediately following the effective date of this Contract. The rate of the income tax may change from time to time so that it is equal to the highest rate being levied by a municipal corporation that is a JEDD Party. The revenues of the income tax shall be used for the purposes of the District and for the purposes of the JEDD Parties pursuant to this Contract.

The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time-to-time, as applicable to the City's income tax, as long as such legislation is consistent with the provisions of R.C. 715.74 or its successor legislation. The income tax levied by the Board pursuant to this Contract and R.C. 715.74(C) shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

In accordance with R.C. 715.74(C)(2), the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax

Saybrook Township. Taxes so collected which are payable to the Township shall be remitted by the City to the Township not less often than quarterly. The City Council shall pass appropriate legislation requiring the income tax revenues from the District which are so designated for WWTP permanent improvements be segregated into an appropriate account and expended only for capital improvements in the WWTP. In the event income tax revenues so designated are not segregated into an appropriate account, or are expended for non-WWTP capital improvement purposes, or are transferred to another fund without the prior approval of the Board of Township Trustees, then the net District income tax revenues (after deduction of the portions designated for the JEDD Board and the City Finance Director, as aforesaid) shall be divided equally between the City and the Township from that point forward.

The income tax revenues so paid or credited may be used by the JEDD Parties to encourage and promote economic development in the District and/or the City and/or the Township, including, but not limited to, constructing, maintaining and improving the infrastructure facilities of the JEDD Parties or the District (including paying debt charges related thereto), providing for economic development projects of the JEDD Parties or the District, providing safety and health services within the JEDD Parties or the District, providing urban development planning, counseling and financing services for the JEDD Parties or the District, generally improving the environment for those working and residing in the Township, the City, and the District, and for such other purposes as permitted by law.

The Tax Administration Agreement shall provide that the Administrator shall make an annual report to the Board regarding the receipt and distribution of the income tax of the District.

From and after the date of this Contract, if Saybrook Township receives notice of or an application for any tax exemption pursuant to R.C. Chapter 1728 and R.C. 3735.67, as amended from time to time, or the use of any tax increment financing under R.C. 5709.73 to R.C. 5709.81, as amended from time to time, within the District, it shall give written notice of same to the City Council.

Section 13 **Defaults and Remedies** A failure to comply with the terms of this Contract shall constitute a default hereunder. The JEDD Party in default shall have 60 days after receiving written notice from the other JEDD Party of the event of default to cure that default. If the default is not cured within that time period, any nondefaulting JEDD Party may sue the defaulting JEDD Party for specific performance under this Contract or for damages or both. Other than as provided in Section 6 hereof, this Contract may not be terminated because of a default, unless all JEDD Parties agree to such cancellation or termination.

Section 14 **Amendments** In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the JEDD Parties only in a writing approved by the legislative authorities of all of the JEDD Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the JEDD Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 15 **Binding Effect** This Contract shall be binding upon the JEDD Parties, and the District and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19 Governing Law This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular R.C. 715.72 through 715.81. In the event that any provisions in R.C. 715.72 through 715.81 are amended or are supplemented by the enactment of a new section of the Revised Code relating to Joint Economic Developments Districts, JEDD Parties may agree at the time to follow either the provisions of R.C. 715.72 through 715.81 existing on the date of this Contract or the provisions of R.C. 715.72 through 715.81 as amended or supplemented, to the extent permitted by law. R.C. Chapter 2744 applies to the Board of the District.

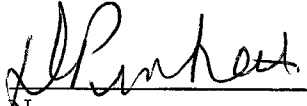
Section 20 Captions and Heading The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections hereof.

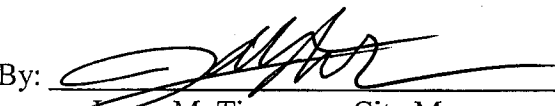
Section 21 Consideration, Utility Contract The amendment, renewal or termination of a separate contract for utility services does not constitute any part of the consideration for this Contract. Further, other substantial consideration exists to support this Contract, and this

IN WITNESS WHEREOF, the JEDD Parties have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

Signed as to the City of Ashtabula, Ohio
in the presence of:

CITY OF ASHTABULA, OHIO



Name: _____

By: 
James M. Timonere, City Manager


Name _____

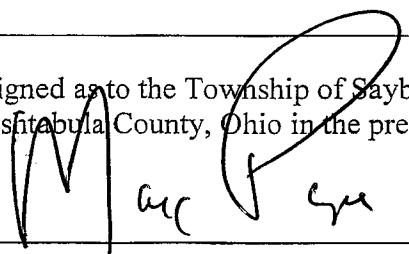
(Witnesses as to the City of Ashtabula, Ohio)

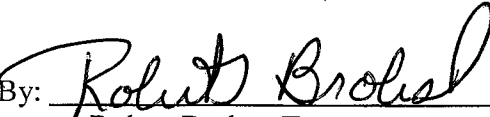
Approved as to legal form and correctness:

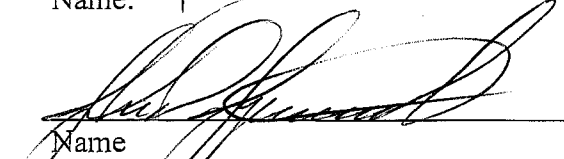
By: 
Michael Franklin, City Solicitor
City of Ashtabula, Ohio

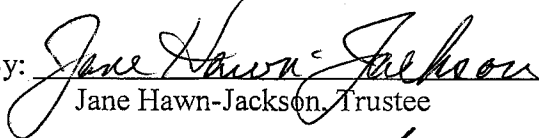
Signed as to the Township of Saybrook,
Ashtabula County, Ohio in the presence of:

TOWNSHIP OF SAYBROOK,
ASHTABULA COUNTY, OHIO

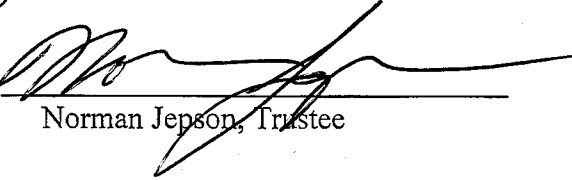

Name: _____

By: 
Robert Brobst, Trustee

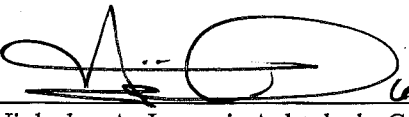

Name _____

By: 
Jane Hawn-Jackson, Trustee

(Witnesses as to the Township of Saybrook,
Ashtabula County, Ohio)

By: 
Norman Jepson, Trustee

Approved as to legal form and correctness:

By:  6/10/15
Nicholas A. Iarocci, Ashtabula County
Prosecutor, Counsel for Township of
Saybrook

STATE OF OHIO)
) ss:
ASHTABULA COUNTY)

On this 4th day of June, 2015, before me, a Notary Public in and for said County and State, personally appeared James M. Timonere City Manager of the City of Ashtabula, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City, he did sign the State Road Joint Economic Development District Contract Between City of Ashtabula and Saybrook Township on behalf of the City and who acknowledged that the same is his voluntary act and deed, individually as said officer and the voluntary and corporate act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

(seal)

Carolyn M. Sheldon
NOTARY PUBLIC

CAROLYN M. SHELDON, Notary Public
State of Ohio
My Commission Expires March 31, 2017



Exhibit A

Territorial Boundaries of the District

Exhibit B

Memorandum of Understanding Between
The City of Ashtabula and Ashtabula County

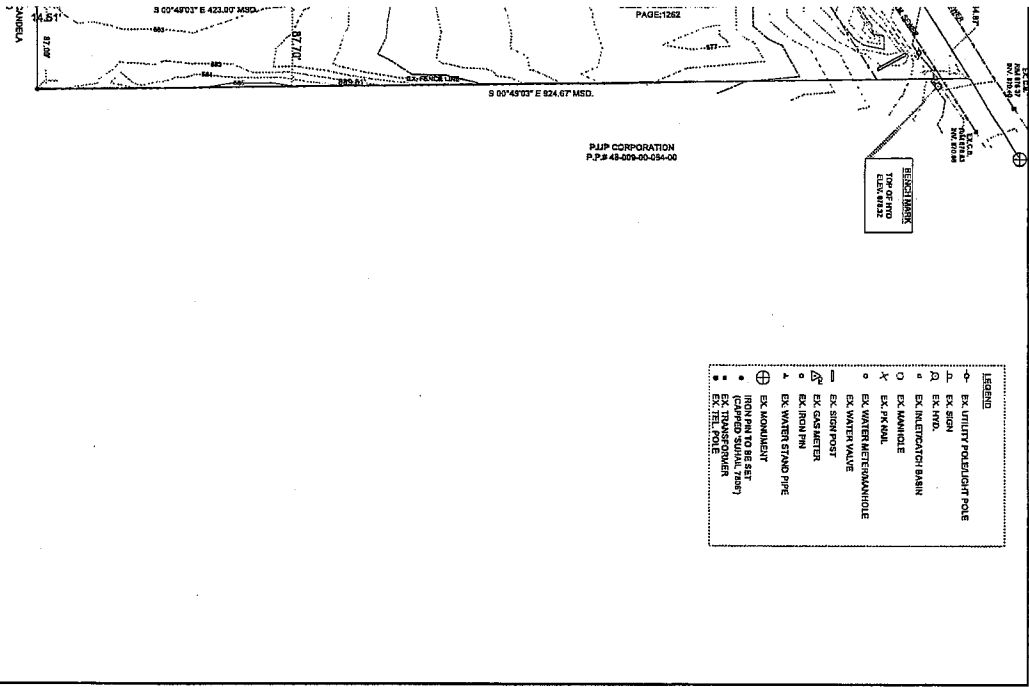
Exhibit C

Proposed By-Laws of the Board of Directors

EXISTING SURVEY PLAN
 FOR
LANTERN OF SAYBROOK
 SITUATED IN THE TOWNSHIP OF SAYBROOK,
 COUNTY OF ASHTABULA AND STATE OF OHIO

PREPARED FOR
JEAN MAKESH

11, 2014
 20140118
 1 OF 1





48-009-00-058-04 48-019-00-053-00 48-014-00-035-00

48-014-00-037-00 48-014-00-040-04 48-014-00-043-00

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48-014-00-039-00 48-014-00-040-00 48-014-00-043-00

County, Ohio

PIP CORPORATION

RIDGEBROOK PROPERTIES INC

RIDGEBROOK PROPERTIES INC

GANDY JAMES J & CHRISTINE M

48-014-00-045-00

SANBORN UNDA OHTIO & THE B.F. CO COMPANY

Data Type: File Geodatabase Feature Class, Est. 1994

SENIOR APARTMENTS LLC

SENIOR INVESTMENTS LLC

TRADEWINDS MANAGEMENT

DAVID PERRY LLC

NO SAGE LLC

OSTEN GRAMER SWANSON & RECREATIONAL LLC

48-014-00-030-00

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereafter set forth, and for other good and valuable consideration the parties do hereby promise and agree as follows:

SECTION 1:

As used in this Agreement:

(a) "ASHTABULA FACILITY PLAN" shall mean the facility plan funded under USEPA Grant #C390761-010, and prepared jointly by Engineering Science, Ltd., and Woodruff, Inc., (Engineers for City of Ashtabula and Ashtabula County respectively), and as approved by the Ohio EPA and USEPA, and as updated by the "Ashtabula Facilities Plan, 2008 Addendum" prepared by GGJ, Inc. and dated April, 2008 and the "Addendum" to be prepared by the County prior to the execution of this Agreement and as may otherwise be updated from time to time and approved by the Ohio EPA.

(b) "CITY SEWERAGE SYSTEM" shall mean the Sewerage System owned by the City.

(c) "CITY TRIBUTARY CUSTOMERS" shall mean those County customers whose Wastewater is transported, pumped and treated by the City Sewerage System and the Wastewater Treatment Facility of the City.

(d) "CODIFIED ORDINANCES" shall mean the Codified Ordinances of the City of Ashtabula, as may be amended from time to time.

(e) "COSTS OF CONSTRUCTION" shall mean the costs of labor and materials, engineering and inspection, acquisition of necessary real estate and interests therein, interest on bonds and notes during the period of construction, and all other

resulting surface flow that is in excess of that which can be absorbed by the soil of the basin.

(l) "WASTEWATER" shall mean the sewage, industrial wastes or other wastes suitable for discharge into the Sewerage System in accordance with Chapter 933 of the Codified Ordinances.

(m) "WASTEWATER TREATMENT FACILITY" shall mean any plant, disposal field, basin, lagoon, dam, treatment plant pumping station, building sewer connected directly to treatment works, incinerator, or other works used for the purpose of treating, stabilizing, blending, composting, holding, disposing, or discharging Wastewater, sludge or sludge materials.

SECTION 2:

That, subject at all times to the City's right to sell surplus utility services under the provisions of Article XVIII, Section 6 of the Constitution of Ohio, the County shall have the right and obligation, throughout the effective period of this Agreement to discharge all Wastewater from the County Sewerage System, either directly or indirectly, or both, into the City Sewerage System at such locations, invert elevations, and velocities as may be mutually agreed upon by the parties hereto, and to have the same transported, pumped and treated by the City Sewerage System and the Wastewater Treatment Facility of the City, provided, however:

(a) The County shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement.

(b) The discharge of Wastewater from the County Sewerage System to the City Sewerage System shall not exceed One Million Two Hundred Thousand (1,200,000)

into or connected with any soil pipe, house drain, or house sewer tributary to the County Sewerage System. The County agrees to implement, during the duration of this Agreement, the Inflow and Infiltration Reduction Program required by the Satellite Sewer Discharge Control Program Agreement, attached hereto and incorporated herein as Exhibit B. The City agrees to implement during the duration of this Agreement an Inflow and Infiltration Reduction Program, including a Sanitary Sewer Evaluation Survey (SSES), the same as is being required of the County and which shall be completed within eighteen (18) months of the effective date of this Agreement, designed to eliminate excessive inflow and infiltration from the City Sewerage System. The City's program shall include field investigations to locate the primary sources of inflow and infiltration and the development of corrective actions for sources, including sources from private property. Field investigations shall include the installation, maintenance and monitoring of at least five (5) permanent flow meters at appropriate points throughout the City Sewerage System. The City agrees to provide to the County a progress report annually documenting the results of all Inflow and Infiltration reduction program activities implemented during the prior twelve months.

(e) The County agrees that no person shall directly or indirectly use or discharge to the County Sewerage System in violation of any applicable provision of Chapters 933 and 937 of the Codified Ordinances.

(f) The County agrees it will not discharge, cause or permit to be discharged, directly or indirectly into the County Sewerage System or into any water course, ditch, or drain leading into the County Sewerage System, any acid, chemical, or other substance, which tends to, or does destroy, or in any way injures any part of the City Sewerage

extension on the same terms and conditions as the City's plan or on its own terms and conditions, which cannot be less than the City's plan in either quality or time of completion, or the City may construct the extension in accordance with its proposed plan. In such event the City would maintain and operate the same without cost or expense to the County and the users of said extension would then be users and customers of the City.

(j) The County agrees that the construction of all house sewers or service connections within the County Collection Area shall comply with this Agreement, the then current minimum requirements governing such work in the City, and conform to the County's rules and regulations.

(k) The County agrees that the design, construction, operation, use and maintenance of the County Sewerage System, and house services and connections within the County Collection Area, including all connections with the City Sewerage System, shall be performed without expense to the City, and shall conform in all respects with or exceed the corresponding standards and practice of the City.

All portions of the County Sewerage System shall be constructed in accordance with detailed plans and specifications which have been approved by the City Engineer or Superintendent of Wastewater Treatment as to capacity and the County's compliance with this Agreement, provided that such approval or disapproval supported by reasons therefore, shall be made by the City Engineer or Superintendent of Wastewater Treatment within thirty (30) days after said plans and specifications have been received by the City Engineer. Absent approval or disapproval as set forth above, the County may proceed with construction in full conformity with such plans and specifications and with such engineering supervision and inspection as may be conducted by the City, at its cost, and

any and all such structures and properties to be connected to the County Sewerage System, and provided that such charge(s) shall be determined and collected before or upon the issuance of a permit to connect such structures to the sewerage system. The tap-in fee shall be calculated in accordance with Chapters 933 and 937 of the Codified Ordinances. The tap-in fee for residential connections to the County Sewerage System shall be the same as the tap-in fee for residential connections to the City Sewerage System.

Other than otherwise permitted in this Agreement neither party shall have the right to remit, reduce or waive a tap-in fee , regardless of the location, without the express written consent of the other.

Notwithstanding the foregoing, the City shall have the right to remit or reduce, on a case-by-case basis , any tap-in fee due to the City, and the County shall have the right to remit or reduce, on a case-by-case basis, any tap-in fee due to the County.

At least thirty (30) days before legislatively imposing any tap-in fee increase for any user of the Sewerage System, the City shall provide the County with documentation of the City's justification for the increase. Industrial and commercial users of the County Sewerage System shall pay tap-in charges in accordance with Chapters 933 and 937 of the Codified Ordinances, which tap-in charges shall be the same for such users within the City.

(m) The County agrees to establish, implement and maintain a system of sewer service connections permits and shall transmit copies of sewer service permits to the City at monthly intervals along with tap-in fees collected for that same monthly interval. The County shall keep and maintain accurate records of all premises connected with the

operation, maintenance, replacement, improvement, extension and expansion of the facilities that service the City Tributary Customers.

(s) To the extent a sub-divider does not have a legal alternative, where a subdivision is proposed to be created within the County Collection Area, the County shall require the subdivider to install a central sewage system to be connected to the County Sewerage System as required by Chapter 3701-29 of the Ohio Administrative Code or if the County Sewerage System is located within 300 feet of the proposed subdivision.

SECTION 3:

The City shall have the right and privilege, beginning as of the effective date of this Agreement, of billing the County for sewerage service charges based upon the total water consumed by properties connected to the County Sewerage System and the volume of Wastewater discharged from the County Collection Area to the City Sewerage System in excess of the annual average daily flow limit set forth in Section 2(b) of this Agreement. For the use of the City Sewerage System and Wastewater Treatment Facilities of the City, sewer charges shall be collected monthly and the portion thereof collected by, or due from the County for payment to the City shall be paid to the City monthly.

(a) The County shall provide the City with a list of those properties using the County Sewerage System which are not users of Ohio American Water or any other public or private water company. The County shall pay the City monthly based upon the established sewer service charges and the amount of water consumption of users discharging into the County Sewerage System during each month. Under this method, for determination of the sewerage service charge or charges, said charge or charges shall

sewerage service rate for residential users as established, and changed from time to time, in Chapters 933 and 937 of the Codified Ordinances of the City.”

(c) For industrial and commercial users located outside of the City and subject to the provisions of SECTION 14 of this Agreement, the City, in the City’s sole discretion may impose the following surcharge: (i) an amount of water consumption by the industrial or commercial user multiplied by one hundred percent (100%) of the current sewer rate, which is to be phased in over the two years next following the date of the condition triggering the imposition of the surcharge as set forth in SECTION 14(b) of this Agreement, with no greater than a fifty percent increase in the first year, or (ii) an amount of no more than thirty dollars (\$30) per month per full time equivalent employee employed at the property of an industrial or commercial user , which is to be phased in over the two years next following the date of the condition triggering imposition of the surcharge as set forth in SECTION 14(c) of this Agreement, with an amount of not more than fifteen dollars (\$15) per month per full time equivalent employee to be imposed in the first year. For an industrial or commercial user located outside of the City and subject to the provisions of SECTION 14 of this Agreement, the total monthly charge shall be the total sewerage service charge plus either the additional surcharge in (i) or the additional surcharge in (ii), in the City’s sole discretion. Such surcharges are collectible in the same manner as any other sewer service charge. The County agrees to certify to the County Auditor any unpaid charges to be collected as and with real property taxes on the property involved. Every five (5) years after the effective date of this Agreement, the City may adjust the amount of the surcharge for industrial and commercial users; provided, however, that if an increase of

in the County Collection Area in accordance with Chapter 933 of the Codified Ordinances.

SECTION 5:

The City shall have the right to temporarily stop or divert the Wastewater flowing from any portion of the County Sewerage System into the City Sewerage System, for the purpose of inspecting, or making necessary repairs to the City Sewerage System, provided, however, that such inspection or repairs shall be made as expeditiously as possible and that reasonable notice shall be given to the County so as to permit the notification of all parties connected to the affected portion of the County Sewerage System.

SECTION 6:

The County shall permit the City to examine all available detailed as-built plans, specifications, and other pertinent information for all portions of the County Sewerage System heretofore constructed by the County which discharge into the City Sewerage System, and all available as-built plans, specifications and other pertinent information of all privately constructed sewers within the County Collection Area which discharge, directly or indirectly, into the City Sewerage System.

SECTION 7:

The construction in the County Collection Area of all intercepting trunks, laterals and house connections, and related appurtenances, tributary to the City Sewerage System shall be inspected by the County and may be inspected by the City Manager or his designee. The character and quality of the construction materials and construction methods employed on all sewers and appurtenances shall be in accordance with the

SECTION 10:

Subject to the provisions of Section 2 (b) of this Agreement, the City shall be permitted to use, without cost to the City, such portions of the County Sewerage System in existence on the date this Agreement commences as are necessary for the purpose of conveying Wastewater originating in the City through the County Sewerage System in order to properly and efficiently convey such Wastewater into the City Sewerage System.

The City shall be permitted to use each such portion of the Sewerage System constructed by the County after the date this Agreement commences for the conveyance of Wastewater originating in the City, provided excess capacity is available and an equitable division of costs is agreed to by the parties.

SECTION 11:

Subject to the following terms and conditions, any completed Sewerage System improvement which is owned by the County and located within any part of the County Collection Area that may hereafter be annexed to the City shall, upon such annexation, be conveyed by the County to the City in consideration of which the City shall thereafter maintain and operate the same without cost or expense to the County:

(a) In the event that the proceedings of the County for the construction of any such improvement provide for the levy or special assessments against the properties benefited thereby, no such conveyance shall be made until such assessments have been levied and until the bonds of the County to finance such construction have been delivered to and paid for by the purchase thereof, and no such conveyance shall affect the validity of such assessments or bonds.

The City and the County agree that should either retain engineering consultants to perform such work as may be required within the general scope of this Agreement, then each shall require their consultants to coordinate the work with the Ashtabula Facility Plan. Furthermore, it is agreed by both parties that all information, plans and studies concerned with the items of this Agreement shall be open and available to the other party and their consultants.

SECTION 13:

Failure on the part of either party to this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in part, shall vest in the non-offending party the right to demand the offending party to cure or correct such failure to faithfully discharge its obligations and responsibilities by specifically advising the offending party in writing, by certified U.S. mail, return receipt requested, as to the alleged specific defects or failures in performance. Upon receipt of such notice the offending party shall have ninety (90) days to correct the defect or failure.

If the offending party objects to the accuracy or the validity of the alleged failures in performance or if the parties cannot agree whether any such failures in performance have been corrected, the matter shall be submitted to a board of three (3) arbitrators, one (1) to be chosen by each party and the third, who shall be a person experienced in the construction and operation of sewerage systems, to be chosen by the other two (2), which Board shall determine the disputed issues.

The cost of arbitration shall be borne equally by the parties.

JEDD contract required by O.R.C. 715.75 (if no election is to be held) or (b) the election, if one is held pursuant to O.R.C. 715.77.

(iv) Any business or property owner who is included in a JEDD shall not be subject to the surcharge set forth in SECTION 3(c) of this Agreement.

(c) The parties agree that any JEDD created as the result of the terms of this Agreement shall not include any parcel of land owned in fee by or leased to the City or any township in the County Collection Area.

(d) During the term of this Agreement the County agrees that it will not extend sewers into any currently non-sewered areas for industrial or commercial users or connect new industrial or commercial users to existing sewers until the property becomes part of a new or existing JEDD, or the City waives this condition in writing.

(e) The parties agree that the determination of whether a use is industrial or commercial will be based on the actual use being made of the property rather than the zoning classification of the property.

SECTION 15:

This Agreement may be modified only upon agreement of the parties in writing.

SECTION 16:

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.

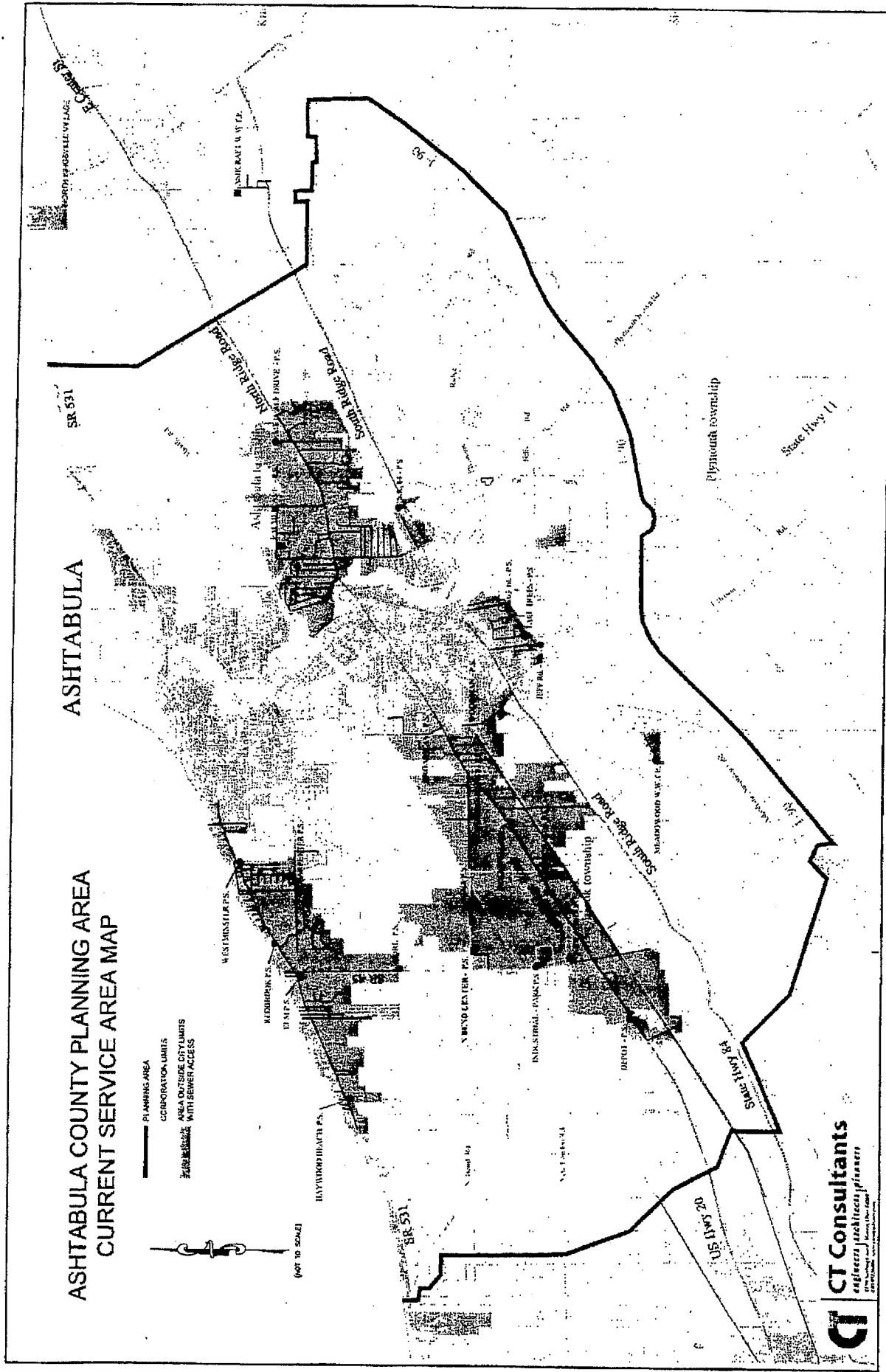
ASHTABULA FACILITIES PLAN

2007 ADDENDUM

VOL. 2 - UNINCORPORATED COUNTY AREAS

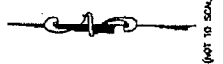
**A COOPERATIVE EFFORT OF
THE CITY OF ASHTABULA
AND
ASHTABULA COUNTY, OHIO**

September 2010



ASHTABULA COUNTY PLANNING AREA CURRENT SERVICE AREA MAP

- PLANNING AREA
- CORPORATION LIMITS
- AREA OUTSIDE CITY LIMITS
- AREA WITH SEWER ACCESS



CT Consultants
engineers architects planners

FIGURE No.1

The following is the list of pump stations in the County's sanitary system:

- Jefferson Road Pump Station
- Lake Road/Elm Drive Pump Station
- Lake Road Haywood Beach Pump Station
- North Ridge Road/Depot Road Pump Station
- North Bend Road Pump Station
- Center Road-Gore Road Pump Station
- Forest-Tall Trees Drive Pump Station
- Lake Road-Westminster Pump Station
- Lake Road-Redbrook Pump Station
- Old Orchard-Prospect Road West Pump Station
- Rockwell-Prospect Road West Pump Station
- Center Road-New London Road Pump Station
- Runkle Avenue-330 West 63rd Pump Station
- North Bend #2 Pump Station
- Route 84 Pump Station
- Center Road/International Paper Pump Station
- North Bend Industrial Park Pump Station

Specific information concerning each pump station is included in appendix A.

Flow Equalization Basins

Ashtabula County presently has one flow equalization basin within its sewer system. The retention basin is located on Palmer Avenue in Ashtabula Township and has a capacity of 350,000 gallons. This basin is used to help prevent flooding of homes in cases where there is excess water flow due to storm events.

Condition

All of the above facilities are operating as intended. On-going maintenance and replacement should be continued.

3 EVALUATE NEED FOR ADDITIONAL SEWER SERVICE AREA

The boundary of the area anticipated to become tributary to the City of Ashtabula WWTP generally the same as in the 1978 Facilities Plan. The only changes are in the eastern portion of the area, where the boundary has been modified to reflect changes due to the County Ashcraft WWTP.

Some areas of the FPA are currently or may be served by other Ashtabula County WWTP's. Continued use and expansion of these County WWTP's is acceptable. Partial or total abandonment of the County-owned WWTP's is also acceptable. In the

With regard to future flows from the Ashtabula Township/Kingsville Township of the Ashtabula Planning Area, the 2001 General Plan prepared by Michael Benza & Associates, Inc. recommends that new flows from outside the City be conveyed to the City WWTP via a new County trunk sewer in Lake Road. Flows from the south eastern portion of the Planning Area would travel to the Lake Road trunk sewer via new trunk sewers in U.S. Rt. 20, Cook Road, Middle Road, and State Road. The General Plan does not recommend major improvements to the City's existing east side collection system to construct additional capacity.

It is our understanding that the 20-year flow projections will be used to judge the necessity of improvements to the City collection system. We have provided the 50-year projections for use in sizing improvements which will have service life of 50 years or greater.

**ASHTABULA PLANNING AREA
ASHTABULA COUNTY FLOW PROJECTIONS**

Carpenter Road Connection

	dry weather ADF	dry weather PHF	wet weather ADF	wet weather PHF
Existing	104,000	182,000	262,000	764,000
20-Year projected	110,000	204,000	268,000	785,000
50-year projected	110,000	204,000	268,000	785,000

Lake Road Connection

	dry weather ADF	dry weather PHF	wet weather ADF	wet weather PHF
Existing	64,000	163,000	121,000	326,000
20-Year projected	302,000	972,000	366,000	1,141,000
50-year projected	682,000	2,062,000	754,000	2,244,000

S.R. 20 / West 47th Connection

	dry weather ADF	dry weather PHF	wet weather ADF	wet weather PHF
Existing	315,000	445,000	446,000	767,000
20-Year projected	768,000	1,814,000	917,000	2,155,000
50-year projected	1,737,000	4,239,000	1,908,000	4,608,000

Future S.R. 84 Connections

	ADF	PHF	ADF	PHF
20-Year projected	159,000	577,000	164,000	593,000
50-year projected	360,000	1,200,000	371,000	1,232,000

5 DEVELOP PRESCRIPTIONS FOR WASTEWATER TREATMENT IN AREAS WITHOUT SEWERS

Areas expected to be seweréd within 20 years

For areas expected to be seweréd within 20 years, acceptable interim prescriptions include:

- On site systems in accordance with Health Department, Ohio EPA and other applicable standards,
or
- Private discharging treatment systems in accordance with Health Department, Ohio EPA and other applicable standards.

Areas not expected to have sewers in 20 years

For areas where availability of public sanitary sewers is not expected in 20 years, acceptable prescriptions include:

- Public sanitary sewers
or
- On site systems in accordance with Health Department, Ohio EPA and other applicable standards,
or
- Private discharging treatment systems in accordance with Health Department, Ohio EPA and other applicable standards.

6 EVALUATE WASTEWATER TREATMENT CAPACITY

The following is excerpted from the City of Ashtabula *ASHTABULA FACILITIES PLAN, 2007 Addendum*.

“The City of Ashtabula WWTP is designed and permitted to treat on average daily basis 12.0 MGD. The present actual average daily flow to the plant is 4.3 MGD based on discharge data during the period of 2001 through 2005. Therefore, the present facility has significant capacity for additional treatment of sewerage”

7 DETERMINE FUTURE CAPACITY NEEDED FOR TREATMENT

Please refer to the City of Ashtabula *ASHTABULA FACILITIES PLAN, 2007 Addendum*.

APPENDIX A

PUMP STATION NORTH BEND

GENERATOR TYPE N/A

SIZE _____ FUEL _____

CAPACITY _____ DAY TANK _____

GENERATOR HOURS _____ AS OF _____

OIL CAP _____ LAST CHANGED _____

OIL FILTER _____ LAST CHANGED _____

AIR FILTERS _____ LAST CHANGED _____

RADIATOR CAP _____ LAST CHANGED _____

LIGHTING INSIDE _____

LIGHTING OUTSIDE _____

HEATING _____ BLOWER _____

HOIST _____

PUMP WET WELL AREA

TYPE MYERS SERIES # WG50 GRINDER

#1 5 HP 90 GPM 3450 RPM 3 PHAS 18 AMPS

#2 5 HP 90 GPM 3450 RPM 3 PHAS 18 AMPS

FLOATS Myers 2 AMP (KnightGuard) LIGHTS N/A

CIRCUIT BREAKERS Westinghouse 30 30 10 AMP

STARTERS FURNAS ELECTRIC 42 BE35A 30 AMP

ALTERNATOR ELECTRICAL DUPLEXOR ARA SERIES

VALVE PIT

PIPE SIZE 2" OUT GOING 4"

CHECK VALVES 2" MYERS ATTACHED TO PUMP

GATE VALVES 2 STOCKHAM

LIGHTING N/A SUMP PUMPS N/A GRAVITY

PUMP STATION DEPOT

GENERATOR TYPE KOHLER / WHITE DIESEL
SIZE 30 K.W./45 AMPS/480 v FUEL ~~110 GAL~~ 3/5/91
CAPACITY ~~500 GAL~~ 35 DAY TANK ~~.10 GAL~~
GENERATOR HOURS 224.7 AS OF 3/5/91
OIL CAP 2.0 GAL LAST CHANGED JUNE 89
OIL FILTER FRAM P.H. 41 LAST CHANGED JUNE 89
AIR FILTERS FRAM CA 151 PL LAST CHANGED JUNE 89
RADIATOR CAP 4.0 GAL LAST CHANGED DEC 90
LIGHTING INSIDE 100 WATT ROUGH SERVICE
LIGHTING OUTSIDE G E WALLLIGHTER #.175
HEATING BERKO 30.6 AMPS 480 v BLOWER PEERLESS DIRECT DRIVE
HOIST 2 TON YALE KEL SERIES

PUMP WET WELL AREA

TYPE MYERS SERIES. # 4UH74 m4-43
#1 7.5HP 300 GPM 1750 RPM 3 PHAS 13 AMPS
#2 7.5HP 300 GPM 1750 RPM 3 PHAS 13 AMPS
FLOATS MYERS 2 AMP MERCURY LIGHTS 100 WATT ROUGH SERVICE
CIRCUIT BREAKERS WESTINGHOUSE 20 20 10 AMP
STARTERS SIEMENS ALLIS 20 AMP / #2 ALLEN BRADLEY 7.5 H.P.
ALTERNATOR ELECTRICAL DUPLEXOR ARA SERIES- DIVERSIFIED ELECTRONICS, EVANSVILLE, IND.

VALVE PIT

PIPE SIZE 6" OUT GOING 10"
CHECK VALVES 6" DEZURIK
GATE VALVES 6" "
LIGHTING 100 WATT SUMP PUMPS PEABODY BARNES 1/3 H.P./115 v

PUMP STATION ROCKWELL

GENERATOR TYPE KOHLER / WHITE MOTOR
SIZE 47.5 K.W./70.7 AMPS/ 480 V FUEL 130 GAL AS OF 3/5/91
CAPACITY ~~500 GAL~~ 55 gal DAY TANK ~~10 GAL~~
GENERATOR HOURS 211.3 AS OF 3/5/91
OIL CAP 2.0 GAL LAST CHANGED JUNE 89
OIL FILTER NAPA 1411 LAST CHANGED JUNE 89
AIR FILTERS FRAM CA 151 PL LAST CHANGED JUNE 89
RADIATOR CAP 4.0 GAL LAST CHANGED DEC 1990
LIGHTING INSIDE STANDARD 100 WATT ROUGH SERVICE
LIGHTING OUTSIDE G.E. WALLIGHTER #175
HEATING DAYTON 480 VOLTS BLOWER _____
HOIST BUDGET 2 TON

PUMP WET WELL AREA

TYPE PEABODY BARNES SERIES. # GSE" H1504
#1 18 HP 800 GPM 1750 RPM 3 PHAS 26 AMPS
#2 18 HP 800 GPM 1750 RPM 3 PHAS 26 AMPS
FLOATS MYERS 2 AMP MERCURY LIGHTS 100 WATT ROUGH SERVICE
CIRCUIT BREAKERS G. E. 50 50 15 AMP
STARTERS GOULD 600 volt max
ALTERNATOR FURNAS MECHANICAL

VALVE PIT

PIPE SIZE 6" OUT GOING 10"
CHECK VALVES DEZURIK 6"
GATE VALVES " " 6"
LIGHTING N/A SUMP PUMPS 1/3 HP MYERS

PUMP STATION OLD ORCHARD

GENERATOR TYPE EMPIRE / PERKINS DIESEL

SIZE 45 K.W. / 68 AMPS / 480 V FUEL 110 GAL AS OF 3/5/91

CAPACITY 500 GAL DAY TANK 15 GAL

GENERATOR HOURS 263.7 AS OF 3/5/91

OIL CAP 2.2 gal LAST CHANGED JUNE 89

OIL FILTER NAPA 1806 LAST CHANGED "

AIR FILTERS CHAMP AF 148 LAST CHANGED "

RADIATOR CAP 4.0 GAL LAST CHANGED DEC. '90

LIGHTING INSIDE 100 WATT

LIGHTING OUTSIDE G. E. WALLIGHTER #175

HEATING BERKO BLOWER

HOIST 2 TON YALE KEL SERIES /IN OP SINCE 10/89

PUMP WET WELL AREA

TYPE HYDROMATIC SERIES: # SGC

#1 15 HP 710 GPM 1150 RPM 3 PHAS 14 AMPS

#2 15 HP 710 GPM 1150 RPM 3 PHAS 15 AMPS

FLOATS MYERS 2 AMP MERC LIGHTS STANDARD 100 WATT

CIRCUIT BREAKERS G.E. 40 40 15 AMP

STARTERS FURNAS 7.5 H.P.

ALTERNATOR FURNAS MECHANICAL

VALVE PIT

PIPE SIZE 6" OUT GOING 10"

CHECK VALVES G. A. Industries 6"

GATE VALVES " " 6"

LIGHTING N/A SUMP PUMPS 1/3 HP HYDRA MATIC

PUMP STATION JEFFERSON ROAD

GENERATOR TYPE KOHLER / WHITE DIESEL ENGINE
SIZE 45 K.W. / 68 Amps/ 480 V FUEL 110 Gals/ 3 /12/91
CAPACITY 500 GALS DAY TANK 10 GAL
GENERATOR HOURS 279.6 AS OF 2/26/91
OIL CAP 2.0 gal LAST CHANGED 7/19/89
OIL FILTER NAPA 1411 LAST CHANGED 7/19/89
AIR FILTERS FRAM CA 141 PL LAST CHANGED 7/19/89
RADIATOR CAP 5.0 GAL LAST CHANGED DEC 1990
LIGHTING INSIDE 100 WATT ROUGH SERVICE STANDARD BULBS
LIGHTING OUTSIDE G. E. WALL #175
HEATING BERKO 5 K.W./480 V/3Ø BLOWER PEERLESS DIRECT DR 1/10:HP 1750 RPM
HOIST 2 TON YALE KEL SERIES

PUMP WET WELL AREA

TYPE MYERS 4VC non clog SERIES # 4vc 200 M 14-53
#1 20 HP 410 GPM 1760 RPM 3 PHAS 20 AMPS
#2 20 HP 410 GPM 1760 RPM 3 PHAS 20 AMPS
FLOATS MYERS 2 AMP MERCURY LIGHTS 100 WATT ROUGH SERVICE
CIRCUIT BREAKERS WESTINGHOUSE HOUSE 40/40/10 AMPS
STARTERS SIEMENS -ALLIS 20 H.P. SIZE #2
ALTERNATOR ELECTRICAL DUPLEXOR 2 STAGE ARA SERIES

VALVE PIT

PIPE SIZE 4" OUT GOING 8"
CHECK VALVES GA IND. 4" TESTED 2/13/91
GATE VALVES DEZURIK 4" " "
LIGHTING N/A SUMP PUMPS PEABODY BARNES 1/3 H.P.

PUMP STATION HAYWOOD BEACH

GENERATOR TYPE KOHLER / WHITE DIESEL

SIZE 45 KW / 68 AMP / 480 V FUEL 160 GALS. AS OF 3/6/91
Filter FRAM 1119 (Old fuel)

CAPACITY 500 GALS DAY TANK 10 GAL

GENERATOR HOURS 239.7 AS OF 3/6/91

OIL CAP 2.0 GAL LAST CHANGED JUNE 89

OIL FILTER NAPA 1411 LAST CHANGED " "

AIR FILTERS Fran CA 151 PL LAST CHANGED " "

RADIATOR CAP 5.0 GAL LAST CHANGED DEC. 90

LIGHTING INSIDE STANDARD 100 Watt Rough Service

LIGHTING OUTSIDE G.E. Walllighter #175

HEATING Berko HUH SERIES BLOWER Peerless Direct DR

HOIST 2 Ton Yale Kel Series

PUMP WET WELL AREA

TYPE MYER'S SERIES # 4UH100MY-43

#1 10 HP 425 GPM 1750 RPM 3 PHAS 17 AMPS

#2 10 HP 425 GPM 1750 RPM 3 PHAS 17 AMPS

FLOATS MYERS ZAMP MERC LIGHTS 100WATT

CIRCUIT BREAKERS WESTINGHOUSE 20 20 10 AMPS

STARTERS SIEMENS ALLIS

ALTERNATOR ELECTRICAL DUPLEXOR ARA SERIES

VALVE PIT

PIPE SIZE 6" OUT GOING 10"

CHECK VALVES DEZURIK 6"

GATE VALVES " "

LIGHTING N/A SUMP PUMPS 1/3 H.P. Peabody Barnes

EXHIBIT "B"

SATELLITE SEWER DISCHARGE
CONTROL PROGRAM AGREEMENT

THIS AGREEMENT, is made and entered into on, and effective this 23rd day of JANUARY, 20 11 by and between the CITY OF ASHTABULA, an Ohio municipal corporation, 4717 Main Avenue, Ashtabula, Ohio 44004 (hereinafter "the City"), acting by and through its City Manager and duly authorized Ordinance No. 2010-103, passed by Council on the 19th day of July, 2010 and ASHTABULA COUNTY, an Ohio county, 25 West Jefferson Street, Jefferson, Ohio 44047 (hereinafter "the County"), acting by and through its Commissioners, and duly authorized Resolution No. ~~2011-2SEWA~~, passed by the Commissioners on the 20th day of JANUARY, 20 11. 2011-2SEWA

WITNESSETH

WHEREAS, the City owns, operates and maintains a sewerage system and a wastewater treatment plant under National Pollutant Discharge Elimination System Permit No. 3PE00002*LD, effective April 1, 2007; and

WHEREAS, the County owns, operates and maintains a sewerage system outside of the City's municipal boundaries and tributary to the City's sewerage system which constitutes a satellite sewerage system ("County Sewerage System")

NOW, THEREFORE, the City and the County agree to the following:

1. Within 18 months of the effective date of this Agreement, the County shall develop a Satellite Sewer Discharge Control Program (the "SSDCP") for the County Sewerage System acceptable to the City and the Ohio Environmental Protection Agency ("Ohio EPA"). The purpose of the SSDCP is to eliminate all bypasses, overflows, and excessive inflow and infiltration from the County Sewerage System. The SSDCP shall require, at a minimum:

- a. Documentation and implementation of a Sewer Maintenance Program which utilizes Best Management Practices. The Best Management Practice Plan shall describe and ensure implementation of practices used to eliminate bypasses and overflows from the County Sewerage System. The Best Management Practice Plan shall include completion of a Sanitary Sewer Evaluation Survey within 18 months of the effective date of this Agreement.

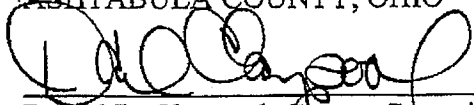
2. Within 18 months of the effective date of this Agreement, the County shall implement the SSDCP requirements as outlined in Paragraph 1, above.

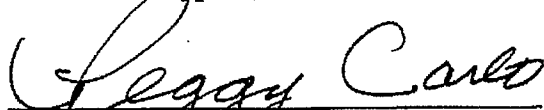
3. Effective 12 months from the effective date of the Agreement and annually thereafter, the County shall submit to the City a progress report documenting the compliance status of the County Sewerage System with the SSDCP. The progress report shall include a description of all reported unauthorized bypasses and overflows which occurred, and the results of all Inflow and Infiltration Reduction Program activities implemented, during the prior 12 months.

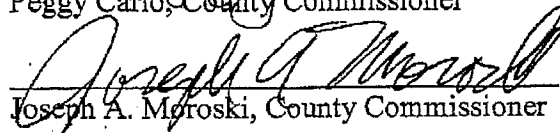
4. The County shall be responsible for payment of all fines, penalties and other fees or charges caused by violations of the SSDCP occurring in the County service area due to the County Sewerage System or to any action or failure to act of the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers.

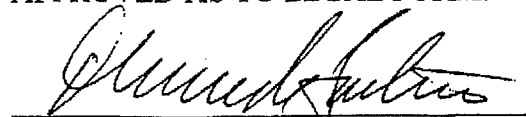
ASHTABULA COUNTY, OHIO


Daniel R. Claypool, County Commissioner


Peggy Carlo, County Commissioner

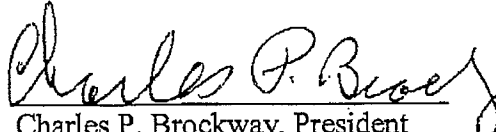

Joseph A. Moroski, County Commissioner

APPROVED AS TO LEGAL FORM:

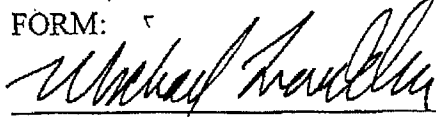

Thomas L. Sartini, Prosecuting Attorney

CITY OF ASHTABULA, OHIO


Anthony J. Cantagallo, City Manager


Charles P. Brockway, President
Ashtabula City Council

APPROVED AS TO LEGAL
FORM:


Michael Franklin, City Solicitor

All provisions, terms, conditions, promises, obligations and covenants set forth in the attached "Agreement" not expressly modified hereby shall remain in full force and effect.

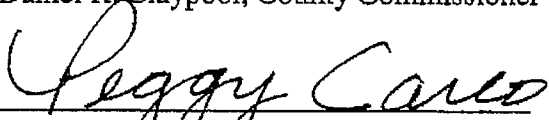
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized respective officers upon the date(s) written below:

ASHTABULA COUNTY, OHIO

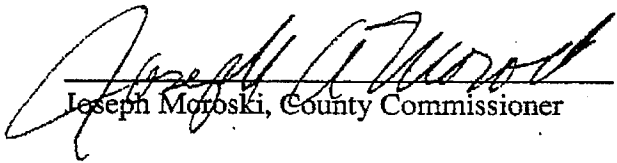
Date: 1/20/11



Daniel R. Claypool, County Commissioner



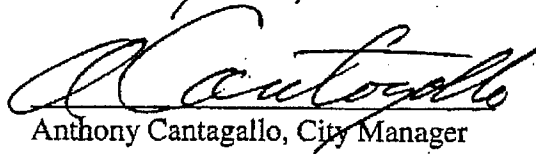
Peggy Carlo, County Commissioner



Joseph Moroski, County Commissioner

CITY OF ASHTABULA, OHIO

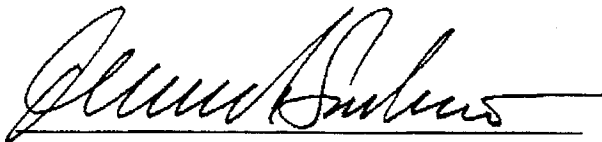
Date: 4/28/2011



Anthony Cantagallo, City Manager

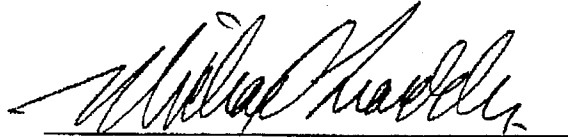
Charles P. Brockway, President,
Ashtabula City Council

APPROVED AS TO LEGAL FORM:



Thomas L. Sartini
Ashtabula County, Ohio Prosecuting Attorney

APPROVED AS TO LEGAL FORM:



Michael Franklin
Ashtabula Ohio, City Solicitor

receipts and expenditures of the Board. The Board may, in lieu of such appointment, contract with the City Auditor or the Township Fiscal Officer to perform such functions.

II. POWERS, DUTIES, FUNCTIONS

A. The Board may from time to time amend these By-laws for the regulation of its affairs and the conduct of its business consistent with this Contract. Amendments to these By-laws shall require the approval of the Board of Township Trustees and the City Council. Amendments shall be consistent with state laws governing joint economic development districts.

B. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board (at which time the jointly chosen member shall be appointed) shall occur within 30 days of the date of appointment.

C. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. A majority of members of the Board may also call a special meeting by providing the same notice.

D. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District. The Board, on behalf of the District, may:

1. Purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including, but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;
2. Acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;
3. Make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combinations thereof;
4. Apply to proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;
5. Establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through the JEDD Parties;
6. Promote, advertise and publicize the District, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties to this Contract as well as Ashtabula County and the State of Ohio;
7. Make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;
8. Employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and

IV. INCOME TAX

- A. It is a mandatory duty that the Board shall, at its first meeting, adopt a resolution to levy an income tax within the District in accordance with R.C. 715.74(C).
1. The resolution shall levy within the District an income tax at a rate **equal to** the income tax rate for the City, which rate is currently 1.8%, in accordance with R.C. 715.74(C), on all applicable entities and employees located within the area of the District. The income tax may be levied on income earned by persons working within the District and based on the net profits of businesses located in the District, but the income of an individual who resides in the District shall not be subject to such income tax unless the income is received for personal services performed in the District, pursuant to R.C. 715.74. The income tax shall go into effect on the first day of the calendar quarter immediately following the effective date of this Contract. The rate of the income tax may change from time to time so that it is equal to the highest rate being levied by a municipal corporation that is a JEDD Party. The revenues of the income tax shall be used for the purposes of the District and for the purposes of the JEDD Parties pursuant to this Contract.
 2. The Board shall adopt, by resolution, all of the provisions (other than the rate) of the City's income tax legislation, as it may be amended from time-to-time, as applicable to the City's income tax, as long as such legislation is consistent with the provisions of R.C. 715.74 or its successor legislation. The income tax levied by the Board pursuant to this Contract and R.C. 715.74(C) shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.
 3. In accordance with R.C. 715.74(C)(2), the Board shall enter into an agreement with the City to administer, collect and enforce the income tax on behalf of the District (the "Tax Administration Agreement"). The Tax Administration Agreement shall provide that the Auditor of the City of Ashtabula shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

V. MISCELLANEOUS PROVISIONS

- A. Meetings of the Board shall not be meetings open to the public; however, notice shall be given to the businesses and property owners within the District as well as the Board of Township Trustees and the City Council at least three (3) calendar days in advance. Any member of the Board of Township Trustees, the City Manager or any member of the City Council may attend a meeting of the Board as an observer. Any owner of a property or business within the District may attend as an observer.
- B. Records and minutes of the actions and proceedings of the Board shall be kept in a regular and organized fashion. Copies shall be forwarded to the Board of Township Trustees and the City Council on an annual basis.

- b. The Board of Directors of the District will levy that tax as its first meeting following approval of the Contract and creation of the District.
- c. The income tax will go into effect on the first day of the calendar quarter immediately following the effective date of the Contract.
- d. Businesses within the District will be notified prior to the income tax going into effect.
- e. The City of Ashtabula will administer the income tax pursuant to the Tax Agreement with the District.

II. PERIODIC REVIDEW

- 1. Periodic Review. The JEDD Board shall annually consider the question of whether or not this Economic Development Plan should be reviewed to ensure its continued relevance to the needs of the members of the JEDD. At least once every five years the plan shall be formally reviewed and amended, extended, or replaced as the JEDD Board determines to be most appropriate.