

**GALLIA COUNTY SEWER
OWNER/ADDRESS CHANGE FORM**

ACCOUNT NUMBER _____

PREVIOUS OWNER NAME _____

PREVIOUS OWNER PROPERTY ADDRESS _____

PREVIOUS OWNER MAILING ADDRESS _____

NEW OWNER NAME _____

NEW OWNER PROPERTY ADDRESS _____

NEW OWNER MAILING ADDRESS _____

EFFECTIVE DATE OF CHANGE _____

DATE CHANGE REQUESTED _____

“In accordance with Federal and U.S. Department of Agriculture Policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability.”

Signature _____

Home/ Cell Phone _____

Email Address _____

Please fill out form and mail back to:

Gallia County Commissioners
18 Locust Street-Room 1292
Gallipolis, Ohio 45631

Compliance with Federal Record-Keeping Requirements

The following information regarding race/national origin/gender is requested to assure the Federal Government, acting through Rural Development, that Gallia County is complying with Federal Laws prohibiting discrimination against applicants.

You are not required to provide this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish it, Gallia County is required to note your race/national origin/gender on the basis of visual observation or surname.

RACE

American Indian/Alaskan Native _____
Asian _____
Black or African American _____
Native Hawaiian or Other Pacific Islander _____
White _____

Female Head of Household _____
Male Head of Household _____

ETHNICITY

Hispanic or Latino _____
Not Hispanic or Latino _____

Female Head of Household _____
Male Head of Household _____

SEWER VOLUNTARY RECONNECT AGREEMENT

ACCT# _____

OWNER NAME _____

PROPERTY ADDRESS _____

- 1) I understand the requirements for a reconnect to county sewer are:
- a. The owner shall pay total bill in full or payment plan
 - b. The owner shall pay \$250.00 reconnect fee.

Property Owner

Date

Sewer Department Personnel

Date

925.16 SANITARY SEWER CAPACITY FEES.

(a) The following capacity fees, the purpose of which is to recover costs associated with the construction of, and upgrades to the City's sanitary sewer system ("System"), shall be charged for permits granted after August 1, 2006, to connect to the System, and shall be paid prior to issuance of said permit.

(1) The Sanitary Sewer Capacity Fees are as follows for service inside and outside the Gallipolis City limits and are based upon the water tap service which serves the property or which is requested to serve the property.

City	Inside	Capacity
	Outside City	
<u>Requested Tap Service</u>	<u>Capacity Charge</u>	
3/4"	\$1,500	\$3,000
1"	\$2,500	\$5,000
1 1/2"	\$5,000	\$10,000
2"	\$8,000	\$16,000
3"	\$16,000	\$32,000
4"	\$25,000	\$50,000
6"	\$50,000	\$100,000
8"	\$80,000	\$160,000
10"	\$115,000	\$230,000
12"	\$215,000	\$430,000

(2) A. Existing customers, who change sanitary sewage usage from residential to nonresidential, or non-residential to resident, shall be charged the then current Capacity Fee as specified in this section, less the capacity charge paid upon the initial connection

SEWER POLICY

DEFINITIONS

The following definitions apply whenever said terms appear in these rules.

1. Consumer: Any person who in the ultimate residential user of utility services provided by the Service Provider.
2. Customer: Any person who enters into a contractual agreement with the Service Provider to receive or to pay for residential utility services provided by the Service Provider. Customers may, but need not be consumers of the services provided under such a contractual agreement
3. Consumer Household: Any service address in which the customer who is contractually liable for utility services furnished to that address does not resides.
4. Customer Household: Any service address in which the customer contractually liable for utility services furnished to that address resides.
5. Billing Address: The address at which the customer contractually liable for utility services furnished to a service address receives billings from the Service Provider. Billing addresses may, but need not, be the address at which said services are received.
6. Service Address: Any individual residential address at which utility services are furnished a consumer or customer household. The singular may include the plural. Most service addresses will be individually metered. However, in apartment buildings, apartment complexes, duplex apartments, etc., one meter may supply more than one household. In such circumstances, each individual apartment is a separate service address as that *term* is used herein.
7. Service Representative: An appropriate impartial supervisory or managerial employee whose other job duties do not include day-to-day responsibility for collecting accounts or screening service applications. The Service Representative must also possess the abilities and knowledge required for the duties of the Service Representative. An Alternative Service Representative, with similar qualifications, will be designated for those times when the Service Representative is unavailable, was previously resolved in the matter on appeal, or otherwise is unable to fulfill this important roll. The Services Representative shall be empowered and required (when good cause in shown) to compromise and adjust billings; negotiate, defer and compromise disputes as to service requirements or payment demands and to cancel disconnection and/or order reconnection. The Service Representative shall strive to arrange reasonable alternate methods of payment, Or reasonable security for payment, in order to preserve utility service, and shall maintain residential utility service without discrimination. The Service Representative shall preside at hearings held pursuant to these rules.

8. Provider: A utility company (as defined in Chapter 6119, Revised Code) or a municipal utility company is a "provider" of utility services as that term is used in the rules, if it (1) delivers and/or controls the delivery of utility services to that service address; (2) decides if utility services to that service address are to be provided or terminated; or (3) bills or collects utility services charges for that service address. A public or municipal utility company which merely sells bulk utility service to a provider (as that term is defined in these rules) does not, for that reason alone, thereby become a provider itself.

II. UTILITY SERVICE TERMINATION POLICY

Utility service to customer or consumer households may be disconnected or terminated (Hereinafter "disconnection") by the Provider only for the following reasons:

- a. Non-payment;
- b. Emergencies and repairs;
- c. At customer request, provided that the approval of both the customer and consumer of services for that service address is necessary if any service address affected by the request is a consumer household.
- d. If, upon physical examination, a provider obtains reasonable grounds for and has a good faith belief that, Ohio Revised Code Sections 4933.18 or 4933.19 have been violated by use of a jumper or other by-pass mechanism (1) prior to installation of check valves or backflow protection or (2) which results in bypassing and negating such valves or protection. While the provider must otherwise satisfy the requirements of these rules, utility service may be terminated immediately upon that discovery, without notice or opportunity for hearing prior to termination. However, in such circumstances, if a customer or consumer household affected by such termination thereafter requests a hearing, and establishes that the offending condition has been remedied, utility service will be reinstated, conditioned on continuing good behavior, although the provider does not thereby waive any right of prosecution otherwise granted under the law.

Except as set forth in (d) above, disconnections other than those with approval of both the customer and consumer of service may not occur without proper notice and adequate opportunity for hearing before termination. These rules shall be complied with by all utility department employees.

No disconnection of service shall occur except after compliance with these rules.

III. NOTICE PROCEDURES

Written notice of proposed disconnection of service, for any reason other than voluntary disconnection as described here, must be sent by the Provider at least 14 days, and no more than 30 days, prior to the *date* for proposed disconnection. Notices may be mailed with first class postage prepaid to reasonably assure delivery within that time. The date of the notice shall be the date of mailing, and a dated copy of any notice sent shall be returned by the Provider in the business file relating to each service address referred to

in the notice. Notices shall clearly and conspicuously advise any recipient of each of the following facts:

- a. Identifying information, including the service address to be affected, the account number, the customer's name and address, and the identity and address of the Provider;
- b. The date proposed for disconnection if the account is not paid, or hearing requested, or a separate account established.
- c. The reason for the proposed termination, including (if applicable) the amount claimed to be due; the location and hours at which payment in person can be made; and the minimum payment which, tendered at or before disconnection, is necessary to avoid disconnection.
- d. The notice that a consumer of utility services may avoid disconnection by paying current charges and assuming responsibility for payment of future charges, if the consumer does not owe a delinquent utility bill or if that bill is now paid in full;
- e. A notice that a customer or consumer of utility services has the right to a hearing to contest the reasons for the proposed disconnection, and that if a hearing is requested, the disconnection will not take place until the hearing process is completed;
- f. The name, title, address, telephone number, find hours during which the Service Representative may be contacted to request a hearing, explore payment alternatives or special consideration in hardship cases, or to assume responsibility for future utility charges. This information will appear in all capital letters at the bottom of the notice, after the words, "FINAL NOTICE IF YOU HAVE ANY QUESTION OR DISPUTE ABOUT THIS BILL CALL 740-446-4612 Ext. 226.

The notice attached hereto as Exhibit 1 satisfies these requirements.

In the event any service address that would be affected by disconnection is a consumer household, notice of disconnection of service, in this form and manner, must be delivered to each service address so affected, in addition to delivery to the customer household.

IV. EMERGENCIES AND REPAIRS

Disconnection of service may occur without prior notice if emergency circumstances involve imminent danger to persons or property including a break in a utility service line. Prior notice shall be given by the Provider where utility service shall be lost for more than eight hours as the result of routine or scheduled maintenance, so that consumers of utility service may plan accordingly. If the loss of utility service results from a utility line break or other emergency circumstances, and is expected to, or does, last for more than four hours, the Provider shall make reasonable attempts to give notice to service addresses affected by such loss of service by asking one or more primary radio media in each county affected by the loss of service to publicize the loss of service, the reason for it, and the expected date and time by which the Provider expects to restore service. If a service must be temporarily disconnected on a non-emergency basis for the purpose of repairs within the service address, a "disconnection request" in the form attached hereto as Exhibit 2 must be completed in writing by the customer contractually

obligated to pay for service at the address. If any service address that would be affected by disconnection is a consumer household, disconnection for repair shall not be processed unless the request is also approved by an adult consumer residing at each service address that would be affected by disconnection. A copy of the disconnection request shall be retained in the Provider's business records relating to any service address so affected. The Provider shall reconnect service disconnected for the purpose of non-emergency repair upon the demand of the customer or owner or of an adult consumer residing at any service address so affected.

V. VOLUNTARY TERMINATION OF SERVICE

Requests for voluntary disconnection of utility service shall be made at the Provider's office; shall be made in writing on the "disconnection request" form attached as Exhibit 2 by the customer contractually obligated to pay charges incurred at each service address affected by the disconnection; and shall also be approved in writing by an adult consumer actually residing at each affected service address if any service address containing a consumer household will be affected by disconnection.

Upon receiving a request for voluntary disconnection, if the Provider's records reveal that the service address is different from the billing address for that account, or if there is other reason to believe disconnection may affect a service address comprised of a household other than, or in addition to, the customer's household, no voluntary disconnection will be processed (1) until a disconnection request form is signed by an adult consumer actually residing in each service address that will be affected by disconnection; or (2) until a service department employee personally visits each service address that will be affected by disconnection and verifies its un-occupancy.

Service department employees performing such verification shall make reasonable efforts to determine whether the service address is occupied or unoccupied, including but not necessarily limited to, checking with neighbors and other utility providers. Service employees performing such verification shall note in writing his/her identity; the date and time of the visit; the efforts utilized to determine the occupancy status of the premises, and his/her conclusions as to occupancy. This investigation may occur during the same visit at which the service employee will comply with the disconnection procedures of Part VI, below, if the employee reasonably concludes the address is unoccupied.

Service employee notations as to this investigation and all request forms executed under this provision, shall be retained in the business file kept by the Provider relating to any service address so affected. The Provider will reconnect service upon demand of any adult consumer of utility service at any service address so affected, if this voluntary disconnection provision was not complied with, or if the Provider's verification of un-occupancy was in error.

VI. DISCONNECTION PROCEDURES

Except for emergency disconnections pursuant to Part IV above, disconnection of utility service shall not occur after 12:30 p.m. on any day which precedes a holiday or weekend, or any other day on which all services necessary to reconnect service are not

available. All disconnections of service shall be documented by a written service order recording the date, time, and identity of the service employee effectuating disconnection; such documentation shall be retained in the business file kept by the Provider relating to any service address so affected.

Service employees dispatched to disconnect service shall not disconnect service until he/she makes reasonable efforts to personally contact the occupants, if any, of each service address affected by disconnection to (1) advise of the disconnection; and (2) verify the propriety of the disconnection. Reasonable efforts shall include, but not necessarily be limited to, knocking at the entry to each individual service address, or otherwise attempting to gain the attention of any occupants. If the service employee makes personal contact with the occupants of any such service address, and then is able to verify the propriety of the disconnection (which includes but is not limited to verifying the receipt of notice, as required by Part III, above), the service employee shall then deliver to the occupants a turn-off notice which shall clearly and conspicuously advise the occupant(s) of:

- a. the date and time of the termination;
- b. the reason for termination;
- c. If the termination is for non-payment, the amount which must be paid, including any reconnection fee, to have service re-established,
- d. The location and hours of the office at which payment can be made to obtain reconnection;
- e. The name, title, address, telephone number, and hours during which the Service Representative may be contacted to discuss reconnection;
- f. A consumer's ability to obtain utility service in their own account, if service was terminated due to non-payment of utility, charges, if the consumer does not owe a delinquent utility bill or the bill is now paid in full; and
- g. a consumer or customer's right to a hearing to contest disconnection or a refusal to reconnect service, although that request will not now postpone disconnection unless it can be established that prior notice of proposed disconnection was not given.

The notice attached hereto as Exhibit 3 satisfies these requirements.

If a service employee's efforts to make personal contact with the occupants of any such service address immediately prior to disconnection are not successful, the service employee shall post the turn-off notice in a prominent place at the entry to each service address affected by disconnection. The service employee shall document on the service order the efforts made to personally contact the occupants prior to disconnection and the delivery of the turn-off notice, including the date and time such acts were performed and his/her identity.

VII. HEARING PROCEDURES

Persons who wish to contest a denial of utility service, or the Provider's decision as to billing or a proposed disconnection of utility services (hereafter "the person") shall be afforded a due process opportunity to contest the Provider's action or inaction prior to termination of service. Due process shall include the right to a face-to-face meeting with the Service Representative, at which time a person may (1) have the assistance of

a representative; and (2) may present documentary and/or oral information and/or the testimony of witnesses for the Service Representative's consideration. These persons shall be entitled to reasonable access to the Provider's business records concerning the affected service address in order to prepare for the meeting, which right of access includes the right to obtain copies of documents found therein upon payment of the actual cost of copying. The Service representative shall make a written decision after the hearing and the reasons for the decision. A copy of the decision shall be delivered to the person; a copy shall be retained in a special decisions file; and a copy retained in the business files kept by the Provider relating to any service address affected by the hearing.

Due process hearing shall be held within a reasonable time after a verbal or written hearing request has been made, but will not be held so quickly as to deny the person an adequate opportunity to seek assistance or to prepare for the bearing, in light of the person's circumstances. Five business days shall generally constitute a reasonable time. The hearing decision shall be sent to the person within a reasonable time after the hearing. If a hearing has been requested prior to actual disconnection of service, no disconnection may occur until seven (7) days after the hearing decision is delivered to the person who requested the hearing.

VIII. NONDISCRIMINATION AGAINST CONSUMERS

If service is disconnected, or if disconnection is proposed, due to a customer's nonpayment of service charges for a consumer household, an adult consumer of utility services in said household shall have the right to avoid disconnection, or obtain reconnection, if the consumer pays a deposit that portion of the bill that is not past due and assumes written responsibility for timely payment of future charges for service provided the household at the service address. Consumer assumption does not relieve the customer of contractual liability for charges incurred. The assumption obligation shall terminate upon the consumer's delivery to the Provider of a written notice canceling that assumption.

This section does not apply to any customer _____ any service address in which resides the customer obligated for payment of the account for that service address. However, in circumstances in which one meter serves more than one service address, consumer households will not be penalized in any way, or denied the benefit of this provision, because the defaulting customer's benefited unit might also benefit from a continuation or restoration of service.

The Provider shall not refuse to furnish utility service and/or propose to or disconnect utility service to any customer or consumer household on account of arrearages due Provider for utility services furnished to persons formerly receiving services at the same premises, provided the customers obligated on that delinquent account do not continue to reside at such premises. Applicants who are denied utility service shall be notified of that decision, and the reason for it, by use of the form attached as Exhibit 4. No consumer of utility may be denied-services because of, or billed for or required to pay for utility services furnished on the account of another individual, except to the extent of any assumption obligation previously assumed by that consumer pursuant to this paragraph.

IX. ADDITIONAL PROCEDURES

The utility office must give sixteen (16) calendar days for customers to make payment.

Regular bills are scheduled to be mailed by the 19th of each month with bill due by the 7th of the following month.

Past due (turn-off) notices are scheduled to be mailed by the 13th day of each month and due on the 28th of each month.

The same days past due bills are mailed, our service representative is to go to the door of the customer and give a copy of Exhibit #1 if the past due notice is in the name of the property owner and mailed to another address. If the tenant is not home, the notice must be posted in a conspicuous place.

If a customer requests a hearing, a hearing must be scheduled within five (5) days. The County Commissioners and City Solicitor are to hear these requests. One sewer department employee will also attend. The petition will be either accepted or denied. The customer will be given written notification at the meeting.

EXHIBIT 1

SHUT-OFF NOTICE

Gallia County
Sewer Department
18 Locust Street
Gallipolis, OH 45631
(740) 446-4612 Ext. 226

Account #: _____
Delinquent Balance: _____
Office Hours: 8 TO 4 P.M
Monday - Friday

This notice is a reminder that we have not received payment for your previous month's utility billing. Consumers of utility service may avoid disconnection by paying current charges and assuming responsibility for payment of future charges, if the customer owing the current balance does not reside in the service address with the consumer.

Failure to respond to this delinquency notice shall result in discontinuance of service. (Ord. 925.10) Service shall be reinstated upon full payment of delinquent bill and a \$10.00 administrative delinquent fee. Payment must be made by 3:00 p.m. for same day turn-on.

A customer or consumer of utility services has the right to a hearing to contest the reasons for the proposed disconnection and that if a hearing is requested; the disconnection will not take place until the hearing process is completed.

FINAL NOTICE: IF YOU HAVE ANY QUESTIONS OR DISPUTE ABOUT THIS BILL, CALL THE SEWER DEPARTMENT, 18 LOCUST STREET, GALLIPOLIS, OH 45631, TELEPHONE NUMBER (740) 446-4612, EXT. 226 FROM 8:00 A.M. TO 4:00 P.M. MONDAY THROUGH FRIDAY TO REQUEST A HEARING. OR TO EXPLORE PAYMENT ALTERNATIVES OR SPECIAL CONSIDERATION IN HARDSHIP CASES, OR TO ASSUME RESPONSIBILITY FOR FUTURE UTILITY CHARGES

EXHIBIT 2 (BACK)

REVERSE SIDE TO BE COMPLETED IF THE SUSPENSION REQUEST DOES NOT CONCERN A SINGLE FAMILY RESIDENCE AT THE CUSTOMER'S BILLING ADDRESS

The undersigned hereby certifies under penalty of perjury that they are the customer responsible for utility service at or the owner of the service address herein and that at least one of the following is true as marked:

Each service address affected by the requested suspension is now unoccupied and no consumer resides therein.

Each service address affected by the requested suspension will be unoccupied during the suspension, no consumer will be affected by the suspension, and the occupants of each unit have received written notice at least 24 hours in advance of the suspension of the proposed suspension. Copies of such notices must be attached.

An adult consumer residing at each service address affected by the requested suspension has approved the suspension below:

Signature: _____

Service Address: _____

Signature: _____

Service Address: _____

Signature: _____

Service Address: _____

(Additional consumers may sign on the back of this form.)

Signature of Customer or Owner

Please note: A responsible adult must have access to each service address at the time service is to be restored.

EXHIBIT 3

As of _____ all
service at this address has
been discontinued because
of delinquent account.

Please contact the sewer
office at 446-4612 Ext. 226
between the hours of 8:00
a.m. and 4:00 p.m.

Thank you very much.
Gallia County Sewer
Department

Exhibit 4
DENIAL OF SERVICE

To: _____
(Insert Name of Applicant)

Date: _____

Your application for utility service _____ is denied for the following reason (s): _____

We will agree to provide utility service at that address under the following conditions:

If you disagree with this decision or the conditions we ask, you may request a hearing to appeal this denial. If you request a hearing, you have the right to examine utility department records concerning this denial; to bring a representative to help you with the hearing; and to bring witnesses to testify at the hearing. You may request a hearing now, orally or in writing, or by contacting the Service Representative at

(Address and Telephone Number of Service Representative)

(Signature of Employee Making Decision)

Orig: To Applicant

cc: Attached to Service Address File

RE: ACCOUNT 5*10*1 for Property at 1234 Any Street

Dear Joe Public:

This office has previously sent notice to you that your account is more than 60 days in arrears and payment must be made in order to avoid disconnection of sanitary sewer services. As of today's date we have had no response to our request for payment nor has there been any attempt to make payment arrangements. That being said, we must now place your account on our shutoff listing for disconnection.

To avoid shutoff you must pay your current balance of \$XXX.XX in addition to any accrued charges at the time of payment in order to avoid disruption of service.

If the sanitary sewer at the above property is disconnected by our office, it will result in:

1. A **MINIMUM** disconnect fee of **\$250.00**.
2. The current outstanding delinquent amount - paid in full.
3. A **MINIMUM** reconnect fee of **\$250.00**.

You have 10 calendars days from the date of this letter in which to respond before action is taken.

Respectfully,

**First
Shut-off
Notice**

A Place to Start

1. Installation of New Connections: are required to install a shut-off valve in the right-of-way. The valve is supplied by our department and the direct cost is included in their permit to connect.

2. Notification of Past Due

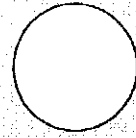
60 days past due notice – Hand-signed letter to Land Owner.

3. Termination

Based upon two criteria:

- Amount of current past due sanitary sewer &
- Amount of certified delinquent sanitary sewer

Policy
of
Sanitary
Sewer
Service
Termination



SHUT-OFF NOTICE

Gallia County
Sewer Department

18 Locust Street
Gallipolis, OH 45631
Phone Number (740) 446-4612
Office Hours 8AM to 4PM, Mon -Fri

**DISCONNECTION OF
SANITARY SEWER SERVICES**

WILL BE PERFORMED

AROUND

(date)

To avoid disconnection,
payment must be received

by 3:00 PM

(date)

at our office

18 Locust Street

SEWAGE TREATMENT AGREEMENT

GALLIA COUNTY , OHIO

and

CITY OF GALLIPOLIS, OHIO

THIS SEWAGE TREATMENT AGREEMENT (the "Agreement") made and entered into this 22 day of April, 2010, by and between Gallia County, Ohio, a political subdivision of the State of Ohio (hereinafter referred to as the "County") and the City of Gallipolis, a political subdivision of the State of Ohio, (hereinafter referred to as the "City").

WHEREAS, the City has constructed sanitary wastewater collection lines (the "City Sewers") and a wastewater treatment plant ("WWTP") located at 1547 Chatham Avenue, Gallipolis, Ohio 45631; and

WHEREAS, the County intends to design, construct, pay for, own, operate, maintain, and repair a wastewater collection system (the "County System") in the unincorporated areas of Green Township (the "Service Area"), and will generate sufficient volume of sewage to require an approved wastewater treatment facility; and

WHEREAS, it is the intent of the County to connect the County System, when completed, to the City Sewers to enable the treatment of County sanitary wastewater by the City, at its Ohio EPA-permitted WWTP; and

WHEREAS, the County is presently seeking financial assistance through governmental agencies for the construction of the County System, and both parties intend that this Agreement will be pledged as security to any state or federal funding organizations; and

WHEREAS, to connect to the City Sewers, the County will design and construct, at its expense, the County System, which will be owned, operated, maintained and repaired by the County to transport the County's wastewater from the Service Area to the City Sewers, located generally along Jackson Pike and SR 141, at manholes determined by the City (the "Connection Manhole"); and

WHEREAS, both the City and County have a common interest in protecting the environment and agree that neither will charge a capacity fee for the existing sewer users within the Service Area who connect to the County System; however, any users connecting to the County System after the initial connections are completed ("Subsequent Users") will pay prior to making the connection, in addition to any County fees, a charge equal to the then applicable City of Gallipolis capacity charge as set forth in Chapter 925.16 of the Codified Ordinances of the City of Gallipolis, Ohio, as it may be amended from time to time by the City. This capacity charge for Subsequent Users in the Service Area will be collected by the County and fifty percent (50%) thereof will be immediately remitted to the City.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the City and the County now agree as follows:

I.

The City agrees to permit the County to connect to the City Sewers at the Collection Manhole(s) and the County agrees to connect to the Collection Manhole(s) for the purpose of transporting the County's wastewater from the Service Area to the City's WWTP. The County shall install, at County expense, a flow metering device at the Collection Manhole(s) for determining the amount of sanitary wastes delivered to the City Sewers from the Service Area. The flow metering devices will be subject to approval by the City, and be owned, operated,

maintained and repaired by the County. The flow metering device(s) will be calibrated once per year at the County's expense.

The City agrees that it shall reserve capacity for up to 185,000 gallons per day (gpd) (calculated on a monthly average basis) of WWTP treatment capacity for the County as metered at the Collection Manhole(s) as collected by the County System exclusively in the Service Area. If and when the County determines that anticipated use of the City's wastewater treatment services is likely to exceed 185,000 gpd, the County shall provide a one (1) year advance notice in writing to the City that additional treatment capacity is required by the County to enable the City to make any adjustments necessary at the WWTP. The notice shall state the additional capacity required and when such Subsequent Users are anticipated to connect to the County System. The County shall be exclusively responsible for enlarging the County System and will work with the City for enlargement of City Sewers from the Collection Manhole(s) to the WWTP should such enlargements be necessary to transport the additional capacity. It is agreed that at such time additional treatment capacity (above and beyond the 185,000 gallons per day stated above in this agreement) is required by the County at the WWTP, if the City cannot provide such capacity, both entities will work together to obtain funding to allow for the increase in WWTP capacity to be reserved for the County. It is also agreed that if the City collection system or sanitary sewer lift station(s) need upgraded to convey the proposed County sanitary sewer flow from the Service Area that both entities will work together to obtain funding to allow for the necessary improvements to the City infrastructure.

Funding will be through grants, loans, and any capacity fees or other user fees collected from Subsequent Users as agreed by the parties.

The parties agree that this is a county owned sewer system as far as annexation is concerned and the County System shall remain owned by the County even if portions of the Service Area are annexed to the City, and shall remain the property of the County for the term of this Agreement. In the event that a county sewer customer voluntarily annexes lands within the Service Area to the City, the City agrees that the customer will remain a county sewer customer.

II.

For treatment services at the WWTP and use of the City Sewers from the Collection Manhole(s) to the WWTP, the County agrees to pay the City a Special Bulk Government Users' Rate ("SBGUR") effective as of April 1, 2010, which is the outside the City rate less twenty-two and one-half percent (22.5%), thereof reflective of the County's construction, ownership and maintenance of the County System, as metered at the Collection Manhole(s). It is agreed that, in the future, the SBGUR can only be increased by the City, but only by the same percentage as increases in rates charged to sanitary sewer customers inside the City. Any rate increases will be based on increased cost of transport of wastewater transported throughout the City's collection system and treatment thereof at the WWTP, arising from increases in operating and capital costs and from federal and state mandated improvements in the City wastewater collection and treatment system. The County will be charged based on the metered flow of wastewater at the Collection Manhole(s) of wastes collected in the County System. The City shall have the right to read, inspect and/or test the meter for accuracy at their expense at any time. A surcharge may be added by the City to treat unacceptable County wastewater collected in the County System according to City ordinances and Ohio EPA and United States EPA standards as required by law.

III.

The City will not be responsible for any claims or damages for interruptions of service to the County arising from causes beyond the City's control and the County will not be responsible for any claims or damages for disruption of service arising from causes beyond the County's control.

If interruption of service should happen to occur at the WWTP, the City and County shall proportionally share in the shortages that may develop in the treatment of all wastewater. The County shall bear sole responsibility for any interruptions in service arising within the County System.

IV.

Both parties further agree that the City shall have the right and option to connect to sewer lines installed by the County, whether inside or outside of the anticipated Service Area, at any later date and at a Collection Manhole(s) determined practicable by the County's Sewer Engineer. The City shall install, at City expense, a flow metering device at the Collection Manhole(s) for determining the amount of sanitary wastes delivered to the County Sewers from the Service Area. The flow metering device will be subject to approval by the County, and be owned, operated, maintained and repaired by the City. The flow metering devices will be calibrated once per year at the City's expense. The County shall have the right to read, inspect and/or test the meter for accuracy at their expense at any time. Both parties agree that the City shall advise the County in writing of its intent to exercise this option not later than six months prior to connection. Any users connecting to the City System will pay prior to making the connection, either the City's then current capacity fee or the county's then current capacity fee, whichever is greater. This capacity charge for Subsequent Users in the Service Area will be collected by the City and fifty percent (50%) thereof will be immediately remitted to the County.

It is also agreed that a Committee shall be formed of both City and County representatives to study and work to develop a mutually agreeable plan that will provide guidance on how best to serve the City of Gallipolis and Gallia County with wastewater service. This committee shall consist of the following members: one member from the City Commission, one member from the County Commission, the City Manager, the County Administrator, the City Sewer Operator and the County Sewer Operator.

V.

This Agreement shall become effective immediately upon the execution hereof and embodies the entire agreement between the parties with regard to wastewater charges to the County by the City being made when sewage flow begins from the County.

VI.

This Agreement shall be subject to, conditioned upon, and construed in accordance with the rules and regulations that are laws of the State of Ohio applicable to similar agreements and both parties shall collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith, with each entity being responsible for payment of necessary fees based upon areas of responsibility.

This Agreement shall be personal to the parties hereto and may not be assigned, with the exception that the rights and obligations hereof may be assumed by users connecting to the County System in accordance with its terms.

VII.

This Agreement shall remain in effect for a minimum of forty (40) years from the date of the loan closing/purchase of bond. The County will notify the City of said closing date. Thereafter, this Agreement may be renewed, extended, or terminated upon such terms as may be

agreed upon by both parties. The parties acknowledge that the County System is being financed in part by the United States of America, acting through the USDA, Rural Development, Rural Utilities Service. The parties agree that this Agreement and any future modifications, with the exception of those specifically provided for herein, are conditioned upon the approval, in writing, of the State Director, Rural Development, Ohio, the City, and the County.

Failure on the part of either party to this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in material part, shall vest in the other party to the Agreement the right to terminate the same, effective sixty (60) days after written notice of such failure and the intent to terminate is filed by such party with the offending party; provided that the offending party shall have the right to correct said failure to faithfully discharge its obligation and responsibility and, upon demonstration thereof, such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect without prejudice to the rights of the parties, including but not limited to the rights of the parties to collect amounts due and owing to them under the terms of this Agreement prior to termination.

If the failure to perform obligations or responsibilities is other than the payment of money and is of such nature that it can be corrected but not within sixty (60) days, then such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect without prejudice to the rights of the parties if corrective action is instituted within thirty (30) days and diligently pursued to its completion.

This Agreement shall be subject to termination by the mutual consent of both parties for good cause shown by either party. The County and/or City can terminate the Agreement by notification of one (1) year to the other party. Any financial firm may give the same notification should it have a secured interest in the collection, force main, or treatment facility of either party.

This Agreement is executed by the Board of Commissioners of Gallia County, Ohio, pursuant to a Resolution duly adopted at the meeting held on the 22 day of April, 2010, and is likewise executed by the City Manager of the City of Gallipolis, for and on behalf of the City pursuant to an Ordinance duly adopted at a meeting held on the 20th day of April, 2010.

WITNESSES:

GALLIA COUNTY, OHIO

Karen Springer
Jerry Hemby

Howard J. Foster
Howard J. Foster, President
Justin L. Fallon
Justin L. Fallon, Vice President
Lois M. Snyder
Lois Snyder, Commission Member

WITNESSES:

CITY OF GALLIPOLIS

Kimberly M. Saper

Randall J. Finney
Randall J. Finney, City Manager

APPROVED AS TO FORM:

GALLIA COUNTY
PROSECUTING ATTORNEY

USDA, STATE DIRECTOR
RURAL DEVELOPMENT, OHIO

By: C. Jeffrey Adkins
Print Name: C. Jeffrey Adkins
Print Title: GC Prosecuting Attorney

By: J. Anthony Logan
Print Name: J. ANTHONY LOGAN
Print Title: STATE DIRECTOR RD

GALLIPOLIS CITY SOLICITOR

OHIO EPA

By: Adam Salisbury
Print Name: Adam Salisbury
Print Title: Gallipolis City Solicitor

By: See Attached Email
Print Name: _____
Print Title: _____

ORDINANCE O2010-14

**AN ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE GALLIA COUNTY
BOARD OF COMMISSIONERS
FOR SEWAGE TREATMENT FOR
GREEN TOWNSHIP**

WHEREAS, the Gallia County Board of Commissioners and the City of Gallipolis desire to enter into agreement for sewage treatment for Green Township.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Gallipolis, State of Ohio:

SECTION 1: That the City Manager is hereby authorized to enter into agreement with the Gallia County Board of Commissioners for sewage treatment services as per the attached agreement "Exhibit A," which is attached hereto and made part of as if fully written herein.

SECTION 2: This Ordinance shall be in full force and effect at the earliest period of time permitted by law.

PASSED: April 20, 2010

ATTEST:

Annelle M. Landrum
Clerk of City Commission

James A. Cava
President of City Commission

The foregoing Ordinance is hereby approved as to form and correctness thereof.

[Signature]
Gallipolis City Solicitor

I hereby certify the above to be a true and correct
copy of Ordinance No. O2010-14 this 20th
day of April, 2010

Annelle M. Landrum
Clerk of the City Commission