

SPONSOR: Heath/Roed

ORDINANCE NO. 269-06

AN ORDINANCE AUTHORIZING A SANITARY SEWER AGREEMENT BETWEEN THE CITY OF JACKSON, OHIO, AND THE BOARD OF COMMISSIONERS OF JACKSON COUNTY, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the City is pursuing an extensive Wastewater Treatment Plant Improvement Project; and

WHEREAS, a portion of the sewer lines that are serviced by the City's Wastewater Treatment Plant lay outside of the City, and in the boundaries of Jackson County, Ohio; and

WHEREAS, as part of the Wastewater Treatment Plant Improvement Project it is necessary for the City of Jackson and the Board of Commissioners of Jackson County, Ohio to enter into a Sanitary Sewer Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. The Jackson City Council hereby authorizes the City of Jackson to enter into a Sanitary Sewer Agreement with the Board of Commissioners of Jackson County, Ohio. A copy of the Agreement is attached hereto as Exhibit "A".

Section Two. This Ordinance is hereby is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, and for the further reason that it is necessary to enter into this Agreement as soon as possible in order to proceed with the Wastewater Treatment Plant Improvement Project in a timely manner. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Three. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause and shall take effect at the earliest time permitted by law.

Section Four. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Date: 12/12/06

Reverend B. DeArmond
PRESIDENT OF COUNCIL

Anna Brown
CLERK OF COUNCIL

Approved:

Date: 12/12/06

[Signature]
MAYOR

EXHIBIT "A"

SANITARY SEWER AGREEMENT BETWEEN
CITY OF JACKSON AND JACKSON COUNTY

THIS AGREEMENT entered into this _____ day of _____, 2006 between the City of Jackson ("Jackson"), acting through its Mayor, and Jackson County ("County") acting through the Commissioners.

WITNESSETH:

WHEREAS, Jackson provides sanitary sewer service to a portion of the County in accordance with its charter authority and the Ohio Constitution; and

WHEREAS, there are certain areas within the County which are in need of centralized sanitary sewer services; and

WHEREAS, portions of the County can best be served with sanitary sewer services by Jackson; and

WHEREAS, the County has agreed to enter into a contract with Jackson authorizing the provision of sewer services to the designated areas; and

NOW, THEREFORE, in consideration of the mutual promises and covenants made to each other and other good and valuable consideration, Jackson, and the County do hereby agree follows:

SECTION 1 DELIVERY OF WASTEWATER

A. Subject to the terms and conditions of this Agreement, Jackson agrees to receive acceptable wastes, as defined, in accordance with the provisions of the U.S. EPA, Ohio EPA, Jackson Municipal Code, and Rules and Regulations of Jackson, from the County into its sewer system and to transmit the wastes to its wastewater plant. The County agrees to provide Jackson with access to its facilities in the Service Area, in order to determine the volume of wastewater and strength of pollutant load where necessary for Jackson to meet its National Pollutant Discharge System (NPDES) permit or other requirements of U.S. EPA and Ohio EPA.

B. In the event any federal, state, or local agency having jurisdiction over Jackson's sewer system places any restrictions or requirements on Jackson's use of its sanitary system overflows, reasonable limitations may be placed on flows from the County Service Area to enable Jackson to attain compliance with the new requirements.

C. In the event of an emergency, or to preserve, repair, construct, replace, or regulate Jackson's wastewater system, or where required by Ohio EPA or any other agency of jurisdiction, Jackson may restrict, reroute, divert, or shut off sewer service under this Agreement for such period of time as is necessary. When possible, advance notice of the above actions will be given to the County.

SECTION 2 SERVICE AREA

The County Sewer Service Area ("Service Area") consists of portions of Jackson County outside of the City of Jackson and, at this time, are _____.
The Service Area may be expanded only through legislative enactment of the parties and subsequent executed revisions of this Agreement.

SECTION 3 CONNECTION POINTS

Connections points to deliver wastewater generated in the Service Area to the sewage treatment works of Jackson will be at the following points _____.

SECTION 4 RETAIL SERVICE

Jackson shall bill the customers within the Service Area based on readings of the water meters and shall prepare and mail all bills for sewer service charges and other items to consumers in the Service Area. Jackson shall maintain the collection system for the customers.

SECTION 5 CONSTRUCTION OF SANITARY SEWER FACILITIES

All construction in the County shall be in accordance with applicable Jackson standards in effect at the time. The County shall notify Jackson in advance of construction in order to permit Jackson to inspect all work. The County grants Jackson the right to enter upon County public streets and public property to inspect and monitor the facilities so constructed. Inspection of the County's construction work shall not confer liability upon Jackson or relieve the County from constructing sanitary sewer facilities in a proper manner.

SECTION 6 MAINTENANCE AND OPERATION

Jackson shall operate and maintain all sanitary sewer facilities within the Service Area for the County and shall periodically inspect and police such facilities to ensure proper operation. Jackson shall have the right to enter upon County public streets and public property for the purpose of inspecting, operating, and maintaining such facilities.

SECTION 7 BUILDING SEWER CONNECTIONS

A. Application for building sewer permits within the Service Area shall be made to the County or the appropriate County office by the owner of the property to be served or by the applicant's authorized agent. Jackson shall review the plans for the sewer connections accordance with the procedures of the Jackson Municipal Code as presently constituted or hereafter amended. Upon approval of the plans by Jackson, applicants may be issued building sewer permits if acceptable to Jackson and if Jackson determines the sewer system has capacity.

B. No connection of sanitary sewage disposal facilities within the Service Area shall occur prior to the issuance of a permit by the County. The County shall transmit to Jackson a copy of each permit so issued and such permit shall contain all of the information required by Jackson for the establishment of an account for and billing of a sanitary sewer customer within the Service Area.

SECTION 8 WASTEWATER METERING AND SAMPLING

If required by Jackson to monitor wastewater flows and strength from the County, the County agrees to allow Jackson to construct, maintain, and replace if needed, wastewater metering stations and appurtenances approved by Jackson at points suitable for such monitoring. Each installation shall be equipped with devices to collect and preserve composite wastewater samples and accurately measure the volume of flow.

SECTION 9 PRETREATMENT

A. The County agrees to comply with the pretreatment requirements and categorical limits established by U.S. EPA and Ohio EPA, as well as the Jackson standards of the Jackson Municipal Code. The County also agrees to accept and be bound by the industrial discharge orders issued by Jackson. The fines and enforcement procedures applicable to the orders issued by Jackson are separate from and in addition to the fines and enforcement procedures applicable to violations of Jackson's NPDES permit as described below.

B. The County shall comply with all applicable requirements of Jackson's current NPDES permit and any successive NPDES permits which Jackson obtains for its wastewater treatment plant or any other permits pertaining to the operation of the treatment plant. The County shall take all available actions necessary to prevent its discharge from causing Jackson to violate the terms of any water pollution control permit.

C. The County shall comply with the applicable requirements of Jackson's pretreatment program. In the event the County fails to comply, Jackson shall apply the enforcement procedures contained the approved Enforcement Response Plan or any successor document.

SECTION 10 USER CHARGES

A. The Jackson User Charge System, as set forth in the Jackson Municipal Code, as it may be amended from time to time, is established as the system for calculating wastewater treatment charges for the flow received from the Service Area. Customers in the Service Area shall be billed at the "outside the City" rates plus any applicable high strength or unusual waste charges.

B. In the event U.S. EPA, Ohio EPA, or any other agency having jurisdiction over Jackson imposes additional requirements with respect to the discharge from the Service Area, including but not limited to Total Toxic Organics analysis or Priority Pollutant Scans, Jackson may add the actual proportionate share of such compliance costs attributable to the Service Area to the charges contained in this section. Jackson shall document the costs and their applicability to the County upon request and, if appropriate, such charges shall become a part of the User Charge System.

SECTION 11 BILLING AND COLLECTION

A. Jackson shall be responsible for collecting any sums which shall be owed for services performed under this Agreement. The County agrees that Jackson shall have full power and authority to terminate water service to any customer within the Service Area for nonpayment of charges and fees. In addition, Jackson shall have full power and authority to place liens upon

the property of delinquent sewer customers pursuant to R.C. 729.49.

B. In the event service is discontinued to a consumer within the Service Area, no service shall be permitted or resumed to such consumer until all delinquencies, including penalties are paid in full or satisfactory payment arrangements are made.

SECTION 12 INFILTRATION AND INFLOW

The County acknowledges that Jackson is required to conduct a Sewer System Evaluation Study (SSES). In addition, the County acknowledges that Jackson will likely be required to reduce inflow and infiltration (I/I). For these reasons, the County agrees that it shall work in tandem with Jackson and allow Jackson to complete and implement of an I/I study of its service area. In the event the County fails to comply with these requirements or puts Jackson in a position where Jackson will be unable to comply with federal or state requirements, Jackson shall have the option of terminating this Agreement or taking any necessary action to properly enforce such requirements at the County's expense.

SECTION 13 MISCELLANEOUS

A. The County shall notify Jackson of known changes that affect the characteristics of the flow from the Service Area to Jackson's wastewater system. The County grants Jackson the right to enter the Service Area to inspect and monitor the facilities operated in the Service Area for any reasonable purpose required under this Agreement, the Jackson Municipal Code or, any wastewater order issued by Jackson. The County shall be given reasonable prior notice of inspection by Jackson when possible.

B. Where Ohio EPA or any other agency having jurisdiction over Jackson's sewage system requires changes in this Agreement or in the wastewater system, such changes shall be made if they are permitted under Ohio law. The County shall be bound by the provisions of the Jackson City Charter, Jackson Municipal Code, and the Rules and Regulations, as amended from time to time, which are applicable to the rights and obligations specified in this Agreement. Unless the context specifically indicates otherwise, words, terms, and abbreviations defined in the Jackson Municipal Code and the Rules and Regulations shall govern like those contained in this Agreement.

C. Any sanitary sewer customer in the Service Area who accepts sanitary sewer service from Jackson shall be considered as accepting the provisions of this Agreement and all applicable ordinances and regulations of Jackson pertaining to said service. By execution of this Agreement, the County agrees to be bound by the applicable rules and regulations of Jackson pertaining to said service as they may be amended from time to time. In addition, the County agrees to take any and all actions which are necessary to comply with any state or federal law or regulation governing wastewater service including but not limited to the Clean Water Act. The County agrees to assist Jackson in complying with such regulations. In the event the County fails to comply with applicable federal, state or local regulations, Jackson is authorized to take necessary action to properly enforce such measures.

D. No party shall assign its rights or duties under this Agreement without the written consent of the other parties. A transfer of any party's rights and duties through the creation of a regional authority shall not constitute an assignment.

E. The County and Jackson agree to indemnify and hold each other harmless from any claim, cost, loss, damage, or obligation, including but not limited to fines, assessments or judgments, resulting from the breach of any of the conditions of this Agreement or from any negligent or intentional act or omission committed by such party, provided that said indemnification shall in no way waive or negate any political subdivision immunities available to any party.

SECTION 14 CONTRACTS WITH OTHER ENTITIES

Nothing in this Agreement shall be construed as preventing Jackson from providing wastewater transport and treatment service directly to any area and/or political subdivision inside or outside of the Service Area.

SECTION 15 TERM

The term of this Agreement shall be for a period of seven (7) years from the date of execution unless terminated earlier by mutual Agreement of the parties.

SECTION 16 SEVERABILITY CLAUSE

The provisions of this Agreement are declared to be severable and the holding as invalid of any section or provision hereof shall not impair or invalidate the remaining sections or provisions hereof.

IN WITNESS WHEREOF, the City of Jackson, by its Mayor, and the Jackson County Commissioners have caused this Agreement to be executed on the date first mentioned above.