

*Signed copy
4/26/91*

AGREEMENT BETWEEN THE VILLAGE OF NEW BOSTON
AND
CITY OF PORTSMOUTH

THIS AGREEMENT, made this 17th day of April, 1991,
by and between the City of Portsmouth, 728 Second Street,
Portsmouth, Ohio (hereinafter referred to as "City") and the
Village of New Boston, 3980 Rhodes Avenue, New Boston, Ohio,
(hereinafter referred to as "Village").

Whereas, the City has extra capacity in both its sanitary
sewer collection system and its sanitary sewer wastewater
treatment plant; and

Whereas, the Village has entered into a consent order with
the Ohio Environmental Protection Agency to resolve problems in
the collection, treatment, and disposal of sanitary sewerage
generated in the Village of New Boston which requires
construction changes in certain portions of its sanitary sewerage
system; and

Whereas, the City and the Village believe it to be mutually
advantageous if wastewater generated in the Village area was
directed to the City sewerage system;

NOW, THEREFORE, the City and Village agree as follows:

Section One.

The City shall construct the New Boston/Portsmouth Force
Main project, at the sole expense of the City. Said project
shall consist of five (5) elements:

1. Force Main;
2. Pump station at the New Boston Wastewater Treatment
Plant;
3. Decommissioning the existing New Boston Wastewater
Treatment Plant;

when in conflict with the rules and regulations as set forth by the Ohio Environmental Protection Agency, shall be superceded by the rules and regulations of the Ohio EPA.

It is understood that the Ohio EPA from time to time shall enact new rules and regulations regarding pretreatment standards as well as established limits on the maximum amount of contaminants that can be placed into a sanitary sewer collection system. It is understood that the Village, as well as the City, shall be bound to these regulations where applicable.

If a business or industry discharging into the Village sewer system discharges wastes which subject the business or industry to EPA pre-treatment requirements, then monitoring, reporting, testing, and all other pre-treatment responsibilities will be the burden of the Village and will be performed at Village expense.

Section Eight.

Excessive amounts of I/I only serve to reduce available capacity as well as cause premature overflows. It is understood and agreed by both parties to continually search for means and methods to reduce the amount of I/I entering the sanitary sewer collection system and take all necessary actions to eliminate such sources.

Section Nine.

It shall be unacceptable for either the Village and/or the City to allow any person, company, firm, or entity to place, deposit, or permit to be deposited into any sanitary sewer within either the Village or the City, any materials that will have any immediate and deleterious effect on either the sanitary sewer or the sanitary sewer treatment system.

Such deleterious materials shall be bricks, stones, rocks, feathers, grease, animal offal, building material, or building waste, gasoline, oil, or any petroleum product in excess of 1/2 gallon or any material deemed unacceptable by the City Superintendent of Wastewater.

Neither the Village nor the City shall allow any discharger to contribute or cause to be discharged directly or indirectly any of the following described substances into the sanitary sewer collection system:

a. any liquids, solids, or gases, which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction to cause fire or explosion or to be injurious in any other way to the operation of this collection and/or treatment system.

b. Solid or viscous substances which will or may cause obstruction of the flow in the sewer or other interference with the operation of the wastewater system.

m. Any wastewater which causes a hazard to human life or creates a public nuisance.

The Village shall be liable for any damages to the City's wastewater system, damages to private property, injuries to individuals or fines levied against the City due to violations by the Village of Section 9 or any other sections of this Agreement, if determined that damages resulted from discharges within the Village System.

Section Ten.

The City and the Village hereby agree to enact such ordinances, laws, resolutions, rules or regulations that control the type and method of designing and constructing building sewers and connections such that a high quality system is maintained as well as means and methods chosen that will minimize the amount of I/I entering the existing sanitary sewer collection system through new or improved extensions and/or service connections.

Section Eleven.

When it has been determined by the Ohio EPA and the City Superintendent of Wastewater, that a new or existing industrial facility should have pretreatment facilities, then the party having jurisdiction shall so instruct the industry to install same.

Section Twelve.

With respect to the sanitary sewers tributary to the Eastern Lift Station, the Village shall assure that no person within their jurisdiction shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer within their jurisdiction. Any existing roof bearing connections to sanitary sewers shall be connected to an available storm sewer or shall be disconnected from the sanitary sewer above ground.

Section Thirteen.

Interceptors shall be provided for grease, oil and inorganic material such as sand, grit, etc. All interceptors shall be located as to be readily and easy accessible for cleaning and inspection. The owner of the interceptor shall be responsible for the proper removal and disposal of the captured material and shall maintain records of the dates and means of disposal.

Section Fourteen.

THIS AGREEMENT shall take effect on the date written hereon and shall remain in effect for a period of thirty (30) years.