BCC INFORMAL REGULAR SESSION

DATE: Wednesday, July 9, 2014

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Clermont County and Village of Batavia Water & Sewer Operations Agreement

July 9, 2014

History

* March 21, 1989 – Agreement for sale of emergency water from County to Village.
* 1995 – County begins to supply all water to Village
* April 27, 2009 – New contract for supply of bulk water to Village with 10-year renewals.
* January 9, 2012 – 3- Year water and wastewater operation agreement between County and Village. $493k/year
* January, 2013 – County constructs wastewater diversion chamber. Village WWTP decommissioned.
* 2013/2014 – Negotiations between County and Village for permanent / long-term operation of Village system.

Condition Assessment of Village Distribution System

* Minimal Breaks / Leaks
* +/- 17,000' of unlined cast iron pipe
  - Installed 1930's
  - Tuberculation
* Pipe installed outside right-of-way and easement areas.

Condition Assessment of Village Collection System

* Wood Street and Broadway Lift Stations
  - Constructed overflows
  - Emergency power
  - Pump capacity & hydraulic improvements
* Collection system piping
  - 30+ different pipe segments identified
  - Vitrified clay & concrete
  - Roots, cracking, voids, heavy deposits
* Pipe installed outside right-of-way and easement areas

Negotiations & Options

September, 2013 – Three (3) Options presented to the Village

- **Option A** – Village maintains ownership of collection/distribution system; County provides bulk water and wastewater treatment
- **Option B** – Village donates collection/distribution system to County. County owns and operates.
- **Option C** – Extend existing contract – same terms/conditions
- **Option D** – Discussed, but not presented – do nothing and allow 3-year contract to expire. Village resumes operation of system.

Agreement Revisions

	Existing Agreement	Recommended Agreement
Duration	3 year, expires January 2015	10 year
Annual Fee	Water Portion - $200,000 Wastewater Portion - $283,000 Wastewater Capacity - $0 Billing Portion - $10,000 Total - $493,000 w/ 2% per year increase – includes bulk water supply	Water Portion - $79,000 Wastewater Portion - $199,400 Wastewater Capacity - $100,000 Billing Portion - $5,000 Total - $383,400 w/ CPI increase each year, CPI does not apply to capacity fee. Excludes bulk water supply
Wastewater Treatment	County to operate/maintain Village WWTP w/ option to convey to MEF	All wastewater conveyed to MEF WWTP. Village retains ownership of Village WWTP.
Sewer Collection Service Standards	Clean – 12,000 ft/yr CCTV – 12,000 ft/yr Manhole Inspections – every 3 years Flow Monitoring – 2-3 units/year	Clean – 10,000 ft/yr CCTV – 5,000 ft/yr Manhole Inspections – every 5 years Flow Monitoring – as determined by County
Capital Improvements	As determined by Village	• $1,000,000 – Unlined CIP Water Main Repl. • Wood Street & Broadway L.S. Improvements • Collection System Improvements • Collection & Distribution System R/W & Relocation Needs
New Connections in Village / Capacity Fees	Capacity Fees retained by Village	Capacity Fees retained by County w/ 50% applied to Village's Water Main Replacement and/or Wastewater Capacity Fee obligations.

Non-Performance Clauses

* **Non-Performance of Required Wastewater Capital Improvements** – Village will retain ownership and operation/maintenance responsibilities of Village collection system. County provides wastewater treatment at a rate of 75% of the County Sewer Use Rate
* **Non-Performance of Required Water Distribution Capital Improvements** – Village will retain ownership and operation/maintenance responsibilities of Village distribution system. County will continue to supply bulk water under terms of April 27, 2009 Agreement.

Questions?

AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE VILLAGE OF BATAVIA, OHIO, WATER, SEWER AND TRASH BILLING SERVICES, WASTEWATER TREATMENT FACILITIES, AND WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS

THIS AGREEMENT for the operation and maintenance of Batavia, Ohio's Water, Sewer and Trash Billing Services, Wastewater Treatment Facilities, and Water Distribution and Sewer Collection Systems, shall be effective as of _____, 2014, and executed by Clermont County, Ohio (the "County") acting by and through the Clermont County Board of Commissioners (the "Board"), and the Village of Batavia, Ohio (the "Village") acting by and through the Council of the Village.

WITNESSETH

WHEREAS, the Village owns and is responsible for the operation and maintenance of the Water, Sewer and Trash Billing Services, Wastewater Treatment Facilities, and Water Distribution and Sewer Collection Systems (collectively, "the Utilities,"); and

WHEREAS, the Village desires to have the Utilities operated and maintained in the most efficient manner possible, while complying with all Federal, State and local laws, rules and regulations; and

WHEREAS, the efficient operations and maintenance of the Utilities requires unique and specialized professional skills together with experience in new technologies and engineering expertise; and

WHEREAS, until the expiration of this Agreement, the Village desires to maintain ownership of the Utilities and to contract for operation and maintenance of the Utilities with the County which has the specialized professional skills and expertise to operate the Utilities in the most efficient manner possible; and

WHEREAS, the Village and the County wish to enter into this Agreement setting forth their respective rights, duties, privileges and responsibilities with regard to operation and maintenance of the Utilities during the term of this Agreements, as well as the relinquishment of the Utilities to Clermont County at the expiration of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and commitments hereinafter described, the Village and the County agree as follows:

ARTICLE I. SCOPE OF SERVICES

Except as otherwise provided in the Agreement, the County shall perform all services, including, but not limited to, those services set forth in Article I herein necessary for the proper and

effective operation and maintenance of the Utilities. The County shall operate and maintain the Utilities in a cost-effective and professional manner in accordance with generally accepted practices for the industries included. At the completion of all terms of this agreement, the Utilities, with the exception of the Trash Billing Services, shall become the assets of the County and the customers of the Village shall become the customers of the County water and sewer system and shall pay for Utilities services at the same rate as other County customers.

During the term of this Agreement, in cases where a conflict may exist, the Policies and Procedures of the Clermont County Water Resource Department shall govern all transactions with current and/or new customers of the Village Utilities.

Except where the County is prevented from doing so because of Inadequate Facilities or Uncontrollable Circumstances, the County shall ensure the operation of the Utilities meets the existing and present Legal Requirements of all Governmental Authorities.

The Mayor or the Village Administrator will represent the Village in matters pursuant to this agreement unless the Village Council designates other representation. The Village shall notify the County of any change in designated representation and the term of designation. The County shall be represented by the Director of Utilities or his designee.

Section 1.01. Water, Sewer and Trash Billing Services. During the Term, the County shall provide day-to-day water, sewer and trash billing services in compliance with all Legal Requirements. Provision of Water, Sewer and Trash Billing Services by the County shall include, but not be limited to, the following.

(a) Provide all personnel and associated wages, salaries, and benefits; material, including fuel and vehicle expense, utilities and other consumables; and services necessary to provide Water, Sewer and Trash Billing Services in accordance with all applicable laws, regulations, statues and guidelines.

(b) Provide all personnel, materials, and services necessary to support the Water Sewer and Trash Billing Services including, but not limited to, management, computer operation and maintenance, administration, purchasing, reporting, janitorial, security, and building upkeep, if needed.

(c) Provide comprehensive monthly recording and reporting to the Village of Water, Sewer and Trash Billing services and other relevant information in accordance with all applicable laws, regulations, ordinances, permits and guidelines.

(d) Meet with representatives of the Village at least quarterly to review operations, reports, and costs.

(e) Plan for and deal with any and all emergencies or abnormal conditions that may arise and use best efforts to maintain or restore normal operations.

(f) Customer Service Operations:

    (i) Establish hours of operation and service locations.

(ii) Establish a local customer billing service operation and respond to all billing-related telephone inquiries.

(iii) Handle all billing-related mail, including processing payments and responding to written customer request and inquires.

(iv) Maintain non-metered accounts and all metered accounts, including making informational changes, prepare service request and review of balance adjustments.

(v) Verify the accuracy of water, sewer and trash payments made through third parties. Collect and process payments received for Bulk Water Service.

(vi) Respond to walk-up customers.

(vii) Collect all payments related to the Utilities. These may include miscellaneous fees. County assumes no responsibility for customer deposits previously collected by the Village.

(viii) Create, maintain, and update computer records on all accounts.

(ix) Report all daily billing and collection activity. Credits provided for leaks would be in accordance with the Village Administrative Code

(x) Perform operations in accordance with generally accepted accounting principles.

(g) Billing Service Operations:

(i) Generate and distribute monthly water, sewer and trash bills based on Batavia Village Rates.

(ii) Support the distribution of one-page inserts in the bills, as provided by the Village, for all or a portion of the customer base.

(iii) Assume responsibility for rate and customer billing accuracy.

(h) Revenue Collection Operations:

(i) Process all incoming payments on the same day received.

(ii) Deposit all revenue for credit in the Village's specified account no later than the next bank working day.

(iii) Provide a daily report of payment activity detailed by water or sewer service.

(i) Debt Collection Operations (County will retain any and all additional fees charged for collection efforts.)

(i) Assess late fees in accordance with County Practice.

(ii) Arrange to terminate water or sewer service in order to encourage the payment of delinquent accounts.

(iii) Notify property owners of delinquent conditions at their respective properties so they can encourage tenants to pay all amounts owed prior to the lien process.

(iv) Mail additional notices to property owners that a lien will be placed on their respective properties unless unpaid water and sewer service fees for their properties are paid.

(v) Certify liens for water and sewer bills against delinquent property owners.

(vi) Respond to calls relating to debt collection procedures with the exception of unpaid or delinquent trash bills.

(vii) Handle and oversee bankruptcy claims, checks returned for insufficient funds, referrals to collection attorneys, and create deferred payment arrangements for water and sewer bills on an individual basis.

(viii) Collect and retain service charges for debt collection efforts.

(j) Miscellaneous Operations:

(i) Assume responsibility for holding accounts receivable at an acceptable level.

(ii) Use all available information to identify and establish new water and/or sewer connections, which may include existing but unbilled connections.

(iii) Comply with all applicable local, State and Federal Laws, rules and regulations.

(iv) Cooperate with all audits on behalf of the rates payers.

(v) Supply various monthly reports on revenues, accounts receivable, and billings.

(vi) Provide sewer and water service addresses in an Oracle database or digital ASCII format for integration with the County's systems, including the Geographical Information System (GIS).

Section 1.02. Water, Sewer and Trash Billing Service Standards. The County shall provide water, sewer and trash billing services in accordance with the following standards, in addition to any and all Legal Requirements governing the provision of water and sewer billing services.

(a) Revenue deposit timeliness standard: Deposit revenues within one working day.

(b) Billing inquires response time: For inquires that do not require field inspection, respond within thirty (30) minutes. For inquires requiring inspection, respond within two (2) working days.

Section 1.03. Water Supply Provision. During the Term, the County shall provide bulk water supply to the Village according to the terms and conditions of the April 27, 2009 Agreement, or any subsequent renewal thereto, between the Board of County Commissioners of Clermont County, Ohio and the Village of Batavia.

(a) The County shall provide all personnel and associated wages, salaries and benefits; material, fuel and vehicle expense; and services necessary to address the responsibilities of the Village under the Bulk Water Supply Agreement. Village shall be responsible for payment for water used by the Village system as listed in item 10 of the April 27, 2009, Agreement or any subsequent renewal of the April 27, 2009 Agreement.

(b) Village would retain responsibility for Item 11 of the 2009 Agreement in the event that additional capacity is needed due to growth or expansion of the Village System including any Capital Improvements.

(c) The County will prepare and distribute the Annual Consumer Confidence Report.

(d) Upon the conclusion of the full term of this Agreement, with all terms and conditions of this Agreement being met, the terms and conditions of the April 27, 2009 Agreement shall become null and void inasmuch as the Village water and wastewater system will become assets of the County and Village customers will become County water and sewer customers.

Section 1.04. Water Distribution Operation and Maintenance Services. During the Term, the County shall provide for the day-to-day operation and maintenance of the Village's Water Distribution System, including meter reading, in compliance with all Legal Requirements. Operation and maintenance of the Water Distribution System by the County shall include, but not be limited to, the following:

(a) Provide all personnel and associated wages, salaries, and benefits; material, including chemicals, fuel and vehicle expense, utilities and other consumables, and services necessary to operate the Water Distribution System in accordance with all applicable laws, regulations, statues and guidelines. Prepare and submit required reports to Ohio EPA. The Water Distribution System shall be operated in a manner to ensure that the system satisfies legal and regulatory requirements.

(b) Provide all personnel, materials, and services necessary to support the operation of the Water Distribution System including, but not limited to, management, administration, engineering, purchasing, reporting, janitorial, security, residuals disposal, and building upkeep.

(c) Provide all personnel, material, and services necessary to maintain the Water Distribution System, equipment, mechanical, electrical, HVAC, instrumentation, communication and computer systems adequately to ensure efficiency, long-term reliability and conservation of capital investment. Prudent maintenance must be provided in accordance with industry standards, equipment manufactures' instructions, and the operating and maintenance manuals. Provisions shall be made for enforcing existing equipment warranties and guarantees, and for maintaining all warranties on new equipment purchased after the effective date of the contract.

(d) Provide comprehensive monthly recording and reporting to the Village of Water Distribution System parameters, maintenance plans and activities, equipment and parts inventories, manpower utilization and other relevant information in accordance with all applicable laws, regulations, ordinances, permits and guidelines. Customer Service and work order reports shall support the maintenance of County GIS applications.

(e) Perform all customer service for the Water Distribution System. Provide a local, twenty-four (24) hour customer service emergency response line. Respond to all telephone calls involving complaints or requests for service. Attend to all work orders including repair orders generated as a result of such telephone calls.

(f) Perform all activities related to meter reading, including providing billing data in a readable format.

(g) Perform new water service installations, ¾" through 2", in accordance with the County's Rules and Regulations.

(h) Meet with representatives of the Village at least quarterly to review operations, reports, and cost.

(i) Provide assistance to the Village in the development and implementation of the Village's capital improvement program for the Water Distribution System, at the Village's request.

(j) Review and update where appropriate a water contingency plan for interaction and coordination with the appropriate agencies of the Village. Submit the updated water contingency plan to the OEPA annually. Plan for and deal with any and all emergencies or abnormal conditions that may arise and use best efforts to maintain or restore normal operations.

Section 1.05. Water Distribution and Maintenance Service Standards. The County shall operate and maintain the Water Distribution System in accordance with the following standards, in addition to any and all Legal Requirements governing the operation and maintenance of the Water Distribution System.

(a) Mains:

  (i) Flushing: Flush dead ends twice annually. Maintain minimum chlorine levels.

  (ii) Repairs: Initiate repair within a two (2) hour response time.

  (iii) Leak Detection: Provide evaluation within twenty-four (24) hours. Schedule within forty-eight (48) hours.

(b) Fire hydrants:

  (i) Flushing: Provide annual hydrant service.

  (ii) Flow testing: Test ten (10) per year.

  (iii) Repairs: Repair within four (4) weeks.

(c) Valves and Valve Boxes:

  (i) Repairs: Repair as needed.

  (ii) Testing: Test twenty-five (25) per year, including operating, exercising, and marking.

  (iii) Replace up to four (4) valves annually.

(d) Meters:

  (i) Reading: The County shall read all water meters at least on a monthly basis.

  (ii) Repairs: repair within thirty (30) days of identification of an accuracy issue. Repair within two (2) business days if a leak is identified.

(iii) Testing: Inspect/test 30 meters per year during the term of the contract. Up to 25⅝ x ¾ meters registering >5% inaccuracy will be repaired or replaced at County Cost. Meters 1" and larger determined to be inaccurate may be replaced as determined by the Village at their cost.

(iv) New Service Installations: Install ¾" to 2" meters within four (4) weeks of requests.

(v) Unaccounted for Water: County will provide the Village with an annual calculation of the unaccounted for water percentage for the Village system.

(vi) Village Bulk Water Station: County accepts no responsibility for maintaining or operating the Bulk Water Station under this Contract. At the conclusion of the full term of this contract, the Village Bulk Water Station shall become the property of the County.

(e) Storage Tanks:

(i) Draining: No draining of the Village storage tanks is anticipated during the term of the contract.

(ii) Inspecting: Complete a weekly check of site and function.

(f) Customer Service:

(i) Standard Repair Order Completion Period: Complete within two (2) business days.

(ii) Emergency Repair Order Response Period: Respond within two (2) hours.

(iii) Utility Marking: Complete within two (2) business days.

(iv) Customer Call Center: Provide a local twenty-four (24) hour customer service line with human response.

(g) Meter Reading Activities:

(i) Service Turn-ons: Complete within two (2) business days.

(ii) Minor Meter and Service Leaks: Respond within forty-eight (48) hours.

(iii) Major Meter and Service Line Leaks: Respond within twenty-four (24) hours.

(iv) Meter Read Verifications: Provide within two (2) business days.

(h) Laboratory Analysis Standards: The County shall collect and analyze samples for the water distribution system in accordance with the OEPA Testing Frequency and QA/QC parameters as listed in the Standard Methods.

Section 1.06. Wastewater Treatment Operation and Maintenance Services. During the Term, the County shall provide treatment of all wastewater generated from the Village collection system using the County's MEF wastewater system.

(a) The County will construct and maintain diversion piping and facilities to transfer all flow from the Village WWTP to the County's MEF wastewater system.

(b) Prepare and provide regular reports and permit renewals related to the operation and maintenance of the Wastewater Treatment Facilities to other regulatory bodies, copying

the Village on all such documentation. Pay all regulatory fees related to the operation and maintenance of the Wastewater Treatment Facilities. Fees associated with the renewal of any NPDES permits are the responsibility of the Village.

(c) Meet with representatives of the Village at least quarterly to review operations, reports, and cost.

(d) Review and update where appropriate an emergency preparedness plan for interaction and coordination with the appropriate agencies of the Village. Plan for and deal with any and all emergencies or abnormal conditions that may arise and use best efforts to maintain or restore normal operations.

(e) Industrial customers served by the Village collection system will be subject to the Industrial Waste Pre-treatment (IWPT) requirements of the County's MEF wastewater system. Accordingly, the County includes any necessary IWPT services under this contract.

(f) Grounds Keeping Standards: The Village shall maintain the grounds at the Wastewater Treatment Plant site and other Village owned facilities. County will not provide any grounds maintenance under this contract.

Section 1.08. Sewer Collection Operation and Maintenance Services. During the Term, the County shall provide for the day-to-day operation and maintenance of the Village's Sewer Collection System in compliance with all Legal Requirements. The County's operation and maintenance of the Sewer Collection System shall include, but not be limited to, the following.

(a) Provide all personnel and associated wages, salaries and benefits; material, including chemicals, fuel and vehicle expense, utilities and other consumables, and services necessary to operate the Sewer Collection System in accordance with all applicable laws, regulations, statues and guidelines. Prepare and submit required reports to Ohio EPA. The Sewer Collection System shall be operated in a manner to ensure that the system satisfies legal and regulatory requirements.

(b) Provide all personnel, materials, and services necessary to support the operation of the Sewer Collection System including, but not limited to, management, administration, engineering, purchasing, reporting, janitorial, security, residuals, disposal, and building upkeep.

(c) Provide all personnel, material, and services necessary to maintain the Sewer Collection System, equipment, mechanical, electrical, HVAC, instrumentation, Communication and computer systems adequately to insure efficiency, long-term reliability and conservation of capital investment. Prudent maintenance must be provided in accordance with industry standards, equipment manufactures' instructions, and the operation and maintenance manuals.

(d) Provide comprehensive monthly recording and reporting to the Village of Sewer Collection System Parameters, maintenance plans and activities, equipment and parts inventories, manpower utilization and other relevant information in accordance with all applicable laws, regulations, ordinances, permits and guidelines. Customer service and work order reports shall support the maintenance of County GIS applications.

(e) Perform all customer service for the Sewer Collection System. Provide a local, twenty-four (24) hours customer service emergency telephone line. Respond to all telephone calls reflecting complaints on requests for service. Attend to all work orders including repair orders generated as a result of such telephone calls.

(f) Meet with representatives of the Village at least quarterly to review operations, reports, and costs. Also conduct an annual comprehensive Sewer Collection System inspection with representatives of the Village to evaluate and document condition, safety, or other concerns.

(g) Provide assistance to the Village in the development and implementation of the Village's capital improvement program for the Sewer Collection System at the Village's request. Participate in capital program strategic planning meetings. At least annually and upon request by the Village, evaluate all Sewer Collection System equipment and buildings and notify the Village of specific capital expenditures needs for replacing or upgrading of structures, equipment, mechanical, electrical, HVAC, instrumentation, computer and communication systems.

(h) Review and update where appropriate an emergency preparedness plan for interaction and coordination with the appropriate agencies of the Village. Plan for and deal with any and all emergencies or abnormal conditions that may arise and use best efforts to maintain or restore normal operations.

Section 1.09. Sewer Collection Operation and Maintenance Service Standards. The County shall operate and maintain the Sewer Collection System in accordance with the following standards, in addition to any and all Legal Requirements governing the operation and maintenance of the Sewer Collection System.

(a) Sewer Cleaning:

(i) Sewer Cleaning: Clean 10,000 feet of 8" and 10" sewers annually.

(ii) Sewer Televising: Televise 5,000 feet of 8" and 10" sewers annually.

(iii) Manholes: Inspect manholes every five (5) years.

(iv) Smoke Testing: The County may utilize smoke testing as a means to access system condition; the Village will assist the County with public notification and coordination of other Village services during the test periods.

(v) Wet Wells: Clean annually.

(b) Lift Stations:

(i) Draw Down Testing: Complete annual test on each lift station.

(ii) Physical Inspection: Complete at least three (3) times per week.

(iii) Electrical Preventive Maintenance: Complete semi-annually.

(iv) Mechanical Preventative Maintenance: Complete quarterly.

(v) Alarm System Upgrades: Maintain existing system or install radio and controls to connect to County's SCADA system.

(c) Sewer Rehabilitation:

(i) Manholes Adjusted: Adjust as needed for repaving projects.

(ii) Force Main Repairs: Repair as needed.

(d) Flow Monitoring:

(i) Sewer Flow Meter Maintenance: Provide flow monitors as determined to be necessary by the County.

(ii) Rain Gauge Maintenance: Provide rainfall data from the County's MEF facility.

(e) Customer Service:

(i) Standard Repair Order Completion Period: Complete within two (2) business days.

(ii) Emergency Repair Order Response Period: Respond within two (2) hours.

(iii) Utility Marking: Complete within two (2) business days.

(iv) Customer Service Call Center: Provide a twenty-four (24) hour, local customer service line with human response.

(v) Odor Complaint Response Period: Implement short-term corrective action within twenty-four (24) hours.

(vi) Sewer Backup Response Period: Provide twenty four (24) hour response to customer call for water in basement. County will check public facilities and investigate complaints. County assumes no liability for issues on private property under this contract. The parties agree that under no circumstances will County be liable for any issues on private property under this contract including but not limited to damages caused by sewer backups.

(f) Generators: Exercise monthly and inspect.

Section 1.10. General Duties.

(a) County will support the maintenance of Village utility data in the County's GIS. All data related to assets will be provided in an Oracle database or an agreed to digital ASCII format. Asset number, as provided by the County, will reference all data related to the Utilities assets.

(b) County will operate Utilities in accordance with the Rules and Regulations of the Clermont County Water Resources Department.

(c) The County shall maintain the current level of security to the Utilities. The contract compliance officer of the Village shall have twenty-four (24) hours per day access to the Utilities.

(d) The County will maintain relevant and applicable safety records. The County must record the relevant details regarding any accidents or injuries.

(e) The County shall maintain professional, responsible and responsive working relationships with representatives of the Village, regulatory authorities, suppliers of material, utilities and services, and the public.

(f) The County shall actively pursue improvements in effectiveness, efficiency, and the cost of operations and maintenance.

(g) The County shall maintain detailed records and reports of maintenance work performed and shall make such reports available to the Village, in writing or by electronic retrieval. The reports shall identify all maintenance activities pending or completed since the most recent report. The reports shall be in a format agreed upon by the County and Village.

(h) In the event of an emergency beyond normal operation and maintenance that directly impacts the operation of the Utilities; the County shall make every reasonable effort to contact the Village to authorize any needed emergency repairs. Should the Village not be able to authorize such needed emergency repairs, the County may proceed without the Village's authorization. The County shall provide the Village a written report detailing those actions within twenty-four (24) hours of such occurrence. The Village shall reimburse the County of all incremental Operation and Maintenance Cost and Capital Expenditures directly related to all such emergency measures, provided such situation was not due to the fault or negligence of the County.

(i) The County shall provide on-going training and management to its employees at the Utilities to ensure that they are kept current on state-of-the-art industry operations and techniques.

(j) The County shall remain current with respect to new technologies and keep the Village informed of opportunities for new equipment, which would lead to more efficient operation of the Utilities.

(k) The County's System Capacity Fees for Water and Sewer will be applied to all modified or new connections to the Village collection and distribution system. System Capacity Fees will be collected and retained by the County. The Village shall be entitled to be credited one half of the water system capacity fees collected for any new connections made to the Village's water distribution system in the Village during the term of this Agreement against the total Water Distribution Replacement amount identified in Article IX. The Village shall be entitled to be credited one half of the wastewater system capacity fees collected for any new connections made to the Village's Wastewater system in the Village during the term of this Agreement against the total Wastewater Capacity Fee identified in Article VIII.

Section 1.11. Property Owned by the Village. All of the land, buildings, improvements, equipment, vehicles, easements, and property that constitute the Utilities, including any Village-funded additions thereto, shall remain the property of the Village. All such necessary facilities excluding the Municipal Building at 389 East Main Street shall be made available to the County for use in providing service under the Agreement. At the conclusion of the full term of this contract, the property and buildings located at the Village Wastewater Treatment facility (parcel no. 060224.017.) and the Village Water Treatment facility (parcel no. 060213.014.) will remain the property of the Village. Any buried water or sewer utilities that run through those properties will have a prescriptive 30' easement (15' on each side of the pipe) to allow for operation, maintenance, repair and replacement.

Section 1.13. Vehicles.

(a) The County shall be responsible for all costs associated with the use of the vehicles and rolling stock included in Exhibit "D", including insurance and maintenance costs. Those costs shall include, but are not limited to, insurance, fuel and maintenance. Maintenance must be conducted in compliance with manufactures specifications and the Village's specifications, whichever are more stringent. Compliance with these maintenance standards for Vehicles shall be documented in the regular reports provided to the Village. The County shall not incur routine maintenance cost in excess of one-half (1/2) of the fair market value of the Vehicle. At the conclusion of this contract, the County will retain ownership of the vehicles and rolling stock and/or replacement vehicles and rolling stock.

Section 1.14. Major Corrective Maintenance and Capital Improvements. The County shall identify Major Corrective Maintenance and Capital Improvements projects for the Utilities. Upon approval of the Village, the County shall perform the work associated with the identified project(s). The Capital Improvements made to the Utilities immediately shall become the property of the Village.

The County shall furnish all labor, materials, equipment, and contractual services necessary for Major Corrective Maintenance and Capital Improvements consistent with the Legal Requirements. Eligible cost of the Major Corrective Maintenance and Capital Improvements for which the County shall be entitled to be paid shall include direct labor cost. In addition, eligible costs shall include the cost of materials, supplies, equipment and subcontractors, plus a 10% markup on those items. Labor cost will be based on actual cost including benefits.

Nothing in the Agreement, however, shall preclude the Village from using other contractors to complete any Major Corrective Maintenance or Capital Improvements projects.

Section 1.15. Village Retained Responsibilities.

(a) The Village will retain responsibility for capital improvement planning, and will involve the County in implementing the capital improvements plan of the Village as it may deem appropriate. The Village will maintain sufficient planning and engineering capability to develop and update the capital improvement plan and administer capital improvements made by other Contractors.

(b) The Village will retain all rate setting authority and functions. The Village will retain selected staff and outside support as necessary to support its long-term rate setting, debt service planning, and financial oversight activities.

(c) The Village shall conduct an annual performance review regarding the County's work under this Agreement. However, the Village may, at its discretion, conduct a performance review of the contract at any time.

ARTICLE II. PERSONNEL

Section 2.01. Adequate Staffing. The County shall employ and retain an adequate staff in order to operate and maintain the Utilities within design specifications and with performance levels at

or above the performance levels achieved on a continuous basis when the Utilities were operated and maintained by the Village.

Section 2.02. Non-discrimination in Employment. The County shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement.

Section 2.03. No Restriction on Employment. At or prior to the Termination Date, the County shall not place any restriction upon the ability of the employees at the Utilities to become employees of the Village, or employees of any Contractor that may in the future operate and maintain the Utilities.

Section 2.04. Village not Employer. Nothing in this Article shall be construed to place the Village in the relationship of the Employer of, or to grant the Village the rights to direct or control employees of the County.

ARTICLE III. DEFAULTS AND REMEDIES

Section 3.01. Event of Default. The occurrence of any of the following shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The failure by the Village to pay any fee, charge or other monitory payment to the County within forty-five (45) days of the day upon which such a fee, charge or monitory payment becomes payable;

(b) The failure by the County (i) to perform the operation and maintenance of the Utilities in the manner set forth by this Agreement, except in the event of Uncontrollable Circumstances, or (ii) to maintain adequate and experienced personnel necessary to ensure that the operation and maintenance standards set forth in this Agreement are satisfied;

(c) The failure by the County to allow representatives of the Village onto the premises of the Utilities or to inspect the records of the County as they relate to the Utilities; or

(d) The breach of any other representation, covenant, warranty or obligation by a party to this Agreement, except in the event of Uncontrollable Circumstances.

Section 3.02. Notice and Cure. The non-defaulting party shall give written notice to the party in default of any Event of Default. With respect to an Event of Default under Section 3.01 (a), the Village shall have ten (10) days from the date of receipt of such notice to take action to cure the default. For Events of Default under Section 3.01 (b) (c) and (d), the party in default shall have sixty (60) days from the date of receipt of such notice to take action to cure the default ("First Cure Period"). If such default is not cured at the expiration of the First Cure Period, and the defaulting party is diligently pursuing a cure the cure period shall be extended for an additional sixty (60) day period ("Second Cure Period"). If such default has not been cured at the expiration of the Second Cure Period or if the defaulting party is not diligently pursuing a cure at the end of the First Cure Period, the party not in default may exercise any of the remedies set forth in Section 3.03 of this Agreement. Provided, however, that any cure period will be extended in the event that the Event of Default is related to the need for regulatory action (which has not been

obtained) and the proper documentation requesting such action has been filed with the appropriate regulatory agencies.

Section 3.03. Remedies. Subject to the provisions of Section 3.04, the following remedies against a party in default which does not cure its default as set forth in the Section 3.02 of this agreement shall be available to the non-defaulting party:

(a) If the party in default is the County, the Village may (i) withhold payment of the compensation payable to the County pursuant to Article VIII, without such non-payment constituting an Event of Default, until such time as the default is cured; or (ii) terminate this Agreement.

(b) If the party in default is the Village, the County may terminate this Agreement.

(c) The party in default shall reimburse the non-defaulting party and be responsible for all the expenses incurred as a result of the default, including consequential and incidental damages and expenses and reasonable charges of attorneys, engineers, architects and other professionals.

The foregoing remedies shall be in addition to, and not in limitation of, all remedies available at law or in equity to the non-defaulting party.

ARTICLE IV. LIMITATIONS

Section 4.01. Possession of Utilities. The County shall be entitled to possession of the Utilities during the term of this Agreement.

Section 4.02. Access to Utilities. The County shall allow the Village access to the Utilities at all times. The Village shall have the right to conduct a performance audit and evaluation of the County at such time as the Village deems necessary and at the Village's expense. The County agrees to cooperate with any such audit. The Village may employ consultants, at its expense, to assist the Village in the audit.

Section 4.03. Control. The Village shall have no right to control or direct the County or its employees in its operation and maintenance of the Utilities except as expressly provided in this Agreement.

ARTICLE V. DISPUTE RESOLUTION PROCEDURE

The parties will attempt in good faith to resolve any and all controversies or claims arising out of or relating to this Agreement promptly by negotiation.

The disputing party shall give the other party written notice of this dispute. Within twenty (20) days after said receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent the party. The executives shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as often

as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

If the matter has not been resolved within sixty (60) days of the disputing party's notice, or if the party receiving said notice will not meet within thirty (30) days, either party may initiate mediation of the controversy or claim in accordance of the State of Ohio's Rules of Alternative Dispute Resolution process.

Notwithstanding the provisions of this Article V, a party may seek a preliminary injunction or other preliminary judicial relief if in its good faith judgment such action is necessary to avoid irreparable harm.

ARTICLE VI. TERMINATION

Section 6.01. Termination Defaults by the County. Notwithstanding anything to the contrary in this Agreement, the occurrence of any of the following shall constitute a "termination Default" by the County:

(a) The operation and maintenance of (or the failure to operate and maintain)the utilities in such a manner as to create a situation which poses a real, serious, and immediate threat to the health and public welfare of the Village of Batavia or its citizens; or

(b) Any act or omission by the County which constitutes a felony under applicable law; or

(c) The quality of the Utilities has consistently declined and the County had failed to remedy the problem.

Section 6.02. Termination by the Village. Notwithstanding anything to the contrary in this Agreement, the occurrence of any of the following shall provide the Village with the right to terminate this Agreement:

(a) If any Governmental Authority, arbitration ruling or court of law at any level enjoins, sets aside or nullifies this Agreement, the Village may exercise its right to terminate this Agreement for its own convenience without any liability of any sort to the County upon thirty (30) day notice; or

(b) If funds for this Agreement are at any time insufficient or not forthcoming though the failure of any entity to appropriate funds: or

(c) The Village shall have the option, exercisable at any time, to terminate this Agreement for Cause, by giving written notice ninety (90) days prior to the date of the said termination to the County.

Section 6.03. Termination by the County. Subject to the terms of Article V herein, the County shall have the right to immediately terminate this Agreement only after an Event of Default by the Village, pursuant to Section 3.02 herein, which remains uncured. In the event of any uncured Event of Default by the Village, the County, subject to the provisions of Article V herein, may terminate this Agreement by giving notice to the Village of its election at least one hundred and eighty (180) days prior to the date of termination.

Section 6.04. Termination of Agreement.

(a) In the event of a Termination Default by the County as described in Section6.01. (a) herein, the Village shall have the right, upon written notice to the County as to the specific circumstances of the asserted Termination Default, to immediately suspend this Agreement and assume responsibility for the operation and maintenance of the Utilities. The suspension shall continue until the reason for the suspension has been resolved provided that if such resolution has not occurred within thirty (30) days from such written notice, then the Village may terminate this Agreement and the County shall refund to the Village any unearned compensation that may have been paid by the Village and the County shall pay any and all Damages incurred by the Village resulting from the County's Termination Default. The foregoing remedies shall be in addition to, and not in limitation of, all remedies available at law or in equity to the Village.

(b) In the event of a Termination Default by the County as described in Section 6.01. (b) and (c) herein, the Village shall have the right to terminate this Agreement upon ten (10) days prior written notice to the County. Upon such termination, the County shall pay any and all Damages incurred by the Village resulting from the County's Termination Default.

(c) Upon termination of this Agreement, The Village shall pay the County an appropriately adjusted pro-rata portion of the compensation calculated in accordance with Article VIII herein but only such amounts as have been reduced by any Damages suffered by the Village as a result of any Termination Default.

(d) Upon the expiration of the Term, the Village shall promptly pay the County any compensation due at to the County under Article VIII herein.

Section 6.05. Transition at Termination Date. On the Termination Date, the County shall cooperate with the Village to ensure a smooth transition of the operation and maintenance of the Utilities. All facilities owned by the Village will be transitioned in operational condition, excluding the wastewater treatment plant, unless other arrangements are approved by the Village. The Village shall not be responsible for any transition cost of the County incurred in connection with a termination of this Agreement on the Termination Date.

Section 6.06. Early Termination by Village. In the event the Village is able to discharge its required Capital Improvements, outlined in Article IX, and financial obligations as described in this Agreement, i.e., $1,000,000 Wastewater Capacity Fee and $1,000,000 waterline replacement needs, to the County prior to the proposed 10-year term of this Agreement, the County agrees to accept the Utilities pursuant to Section 6.05, above.

ARTICLE VII. INSURANCE

Section 7.01. Village to Maintain Insurance. The Village shall maintain, at its expense, property insurance on the Utility infrastructure owned by the Village. The Village shall maintain at its expense liability insurance to cover damages caused by sewer backups and name the County as additional insured under such policy.

Section 7.02. Liability Insurance. The County, at its expense, shall be responsible for General Liability Insurance related to the operation and maintenance of the Utility.

ARTICLE VIII. COMPENSATION

Section 8.01. Compensation. In exchange for the services to be provided by the County as identified in Article I. Scope of Services, the Village shall pay the County an Annual Fee. The Annual Fee will be comprised of the Water Portion, paid by the Village to the County in exchange for the operation and maintenance of the Water Distribution System; the Wastewater portion, paid by the Village to the County in exchange for the operation and maintenance of the Sanitary Sewer Collection System and treatment of wastewater at the County's MEF WWTP; and the Billing portion, paid by the Village to the County in exchange for the provision of Water, Sewer and Trash Collection Billing Services.

(a) The total Annual Fee for Agreement year one shall be:

Water Portion	$ 79,000.00
Wastewater Portion	$ 199,400.00
Wastewater Capacity	$ 100,000.00
Billing Portion	$ 5,000.00
TOTAL	**$ 383,400.00**

(b) The Annual Fee for Years Two through Ten shall be computed before the beginning of each calendar year using the Consumer Price Index (CPI), Cincinnati-Hamilton Region of the United States for Urban Wage Earners and Clerical Workers, published by the Bureau of Labor Statistics 1984 base year equaling 100. The index for the first half (1H) 2015 shall become the "base level". The percentage change in the first half CPI-U indexes available prior to the beginning of each subsequent year compared to the "base level" index will be applied to the initial rate to determine the subsequent year's rate. Example: If the 1H 2015 Cincinnati-Hamilton, OH-KY-IN index=216.555, and 1H 2016 index (which would be the latest published index before the beginning of the calendar year 2017) = 218.000, then the increase of 0.67% will apply for contract year of 2017. This excludes the Wastewater Capacity Fee, which will remain at $100,000 per year for the duration of the 10-year agreement.

(c) The Village shall be entitled to be credited one half of the wastewater system capacity fees collected for any new connections made to the Village's Wastewater system in the Village during the term of this Agreement against the total Wastewater Capacity Fee.

(d) One twelfth (1/12) of the Annual Fee for each Agreement Year shall be due and payable on the 10th day of the month in which the services are rendered.

ARTICLE IX. REQUIRED CAPITAL IMPROVEMENTS

Section 9.01. Water Distribution System Replacements. Prior to the expiration of the Agreement and the County's acceptance of the Village distribution system, the Village will contribute $1,000,000 towards water main replacement needs within the Village. Water main replacement needs are defined as replacement of the existing 1930's era, un-lined cast iron pipe located throughout the Village. The value of any water main replacement needs that are funded by the Village during the life of this Agreement will be applied towards the Village's required contribution to the water main replacement needs. In addition, the Village shall be entitled to be credited one half of the water system capacity fees collected for any new connections made to the Village's water distribution system in the Village during the term of this Agreement against the total Water Distribution Replacement amount.

Section 9.02. Wastewater Lift Station Improvements. Prior to the expiration of the Agreement and the County's acceptance of the Village wastewater collection system, the Village will complete improvements to the Wood Street and Broadway Lift Stations. These improvements include elimination of constructed overflows, installation of emergency power / generators, and hydraulic capacity improvements to eliminate the risk of basement flooding.

Section 9.03. Wastewater Collection System Improvements. Prior to the expiration of the Agreement and the County's acceptance of the Village wastewater collection system, the Village will complete improvements to the wastewater collection system identified in Exhibit "A".

Section 9.04. Wastewater Collection System Right-of-Way and/or Relocation Needs. Prior to the expiration of the Agreement and the County's acceptance of the Village Wastewater Collection System, the Village will address wastewater collection system Right-of-Way or Relocation Needs identified on Exhibits "B-1" through "B-3".

Section 9.05. Water Distribution System Right-of-Way and/or Relocation Needs. Prior to the expiration of the Agreement and the County's acceptance of the Village Water Distribution System, the Village will address water distribution system Right-of-Way or Relocation Needs identified on Exhibits "C-1" through "C-5".

Section 9.06. Non-Performance of Required Wastewater Capital Improvements. In the event that the Village chooses not to complete the Required Wastewater Capital Improvements identified in Sections 9.02, 9.03 and 9.04 by the end of the Agreement, the Wastewater Collection system will remain under the ownership of the Village and the responsibility for operation will return to the Village. The County will provide treatment of wastewater generated by the Village wastewater collection system at a rate of 75% of the County's Sewer Use Rate.

Section 9.07. Non-Performance of Required Water Distribution Capital Improvements. In the event that the Village chooses not to complete the Required Water Distribution System Capital Improvements identified in Sections 9.01 and 9.05 by the end of the Agreement, the Water Distribution system will remain under the ownership of the Village and the responsibility for operation will return to the Village. The County will continue to provide bulk water supply under

the terms of the April 27, 2009 Agreement or any subsequent renewal of the April 27, 2009 Agreement.

ARTICLE X. TERM OF AGREEMENT

The Term of this Agreement ("Term") shall commence on the Effective Date and expire on the tenth (10th) anniversary on the Effective Date, unless extended by the Village and County for a similar term in accordance with the provisions of State law or sooner terminated in accordance with the provisions hereof.

IN WITNESS WHEREOF, County executes this Agreement as duly authorized by Resolution No. _____ and Village executes this Agreement as duly authorized by Ordinance No. _____ on the dates as indicated.

BOARD OF COUNTY COMMISSIONERS
OF CLERMONT COUNTY, OHIO

_____
David H. Uible, President

_____
Robert L. Proud, Vice President

_____
Edwin H. Humphrey, Member

ATTEST:

CLERK, BOARD OF COUNTY
COMMISSIONERS OF CLERMONT
COUNTY, OHIO

Date:_____

_____
Judith Kocica

WITNESSES:

Village of Batavia

_____

_____
John Thebout
Mayor

_____

_____
John D. Waite
Fiscal Officer

Date:_____

This agreement approved as to
Form by the Office of the
Clermont County Prosecuting Attorney

_____

Allan Edwards Date
Assistant Prosecutor

Approved as to Form

_____

Christopher L. Moore Date
Solicitor, Village of Batavia

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that _____ the amount required to meet the contract, obligation or expenditure for the attached for the first year of the Agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of fund number _____ free from outstanding obligation or encumbrance.

_____

John D. Waite
Fiscal Officer
Village of Batavia

Exhibit "A"

Village of Batavia Wastewater Collection System Improvements

Major Structural Defects - Probable Dig Jobs			
Location	**Sewer Segment**	**Defect**	**Additional notes**
Off-road, Edith to Riverside	MH 13559 to 13496	Major offset in pipe	
500 block of North St	MH 13477 to 13476	Two large holes in line/large voids, both near taps	Multiple cracks, fractures elsewhere; possible lining candidate
300 block of North St	MH 13475 to 13474	Heavy fracturing, broken pipe, fine roots at tap	Multiple cracks, fractures elsewhere; possible lining candidate
620 Ely St	MH 13551 to 13632	Broken pipe at break-in tap	
200 block E Main St	MH 13625 to 13624	Heavy fracturing, broken pipe at tap	
Spring St @ Market	Upstream MH 13617	Need additional MH for access to Market St	
100 block of Broadway St	MH 13606 to 13605	large holes in line/large voids, med. roots near taps	Multiple cracks, fractures elsewhere; possible lining candidate
200 block of Broadway St	MH 13608 to 13592	large holes in line/large voids, both near taps	Multiple cracks, fractures elsewhere; possible lining candidate
Holes/Broken Pipe/Infiltration - Pipe Patch Candidates			
Location	**Sewer Segment**	**Defect**	**Additional notes**
Batavia Middle School	MH 13634 to 13688	Hole in pipe, soil visible	
401 Diana Ave	MH 13492 to 13560	Broken pipe, soil visible	Capped tap within 1 ft of break
Forest Ave near Ely St	MH 13590 to 13589	Hole in pipe, multiple cracks at PVC-clay change	
W Main St, east of Haskell	MH 13567 to 13596	Broken pipe, 3 separate locations	
Meadowbrook Dr	MH 13579 to 13577	Infiltration gusher at joint	
400 block North St	MH 13476 to 13475	Multiple fractures in pipe	
Continuous Defects - Lining Candidates			
Location	**Sewer Segment**	**Defect**	**Additional notes**
Off-road, Edith to Riverside	MH 13559 to 13496	Roots, continuous	
140-240 E Charles St	MH 13487 to 13490	Roots at majority of joints, multiple cracks	
600 block Kilgore St	MH 13466 to 13465	Deposits/encrustations at > 75% of joints	
100 block North St	MH 13472 to 13471	Fractures and cracks throughout	
Victoria Ave	MH 13613 to 13610	Deposits/encrustations at > 75% of joints	
600 block Wood St	MH 13457 to 13456	Deposits/encrustations at > 75% of joints	
500 block Wood St	MH 13456 to 13455	Deposits/encrustations at > 75% of joints	
Large Blockages in Lateral Near Sewer Main			
Location	**Sewer Segment**	**Defect**	**Additional notes**
350 Broadway St	MH 13611 to 13610	Near 100% deposits/roots, extending into main	Possibly an abandoned tap Needs Confirm active/abandoned
133 E. Charles St	MH 13487 to 13489	Roots in lateral, 2nd joint up, 60%	
240 E. Charles St	MH 13487 to 13490	Root ball in lateral	Already removed?
209 Forest Ave	MH 13589 to 13588	Roots in lateral, 60%, infiltration	
400 block E Main St	MH 13626 to 13627	Hardened deposits in lateral, 40%, infiltration	Possibly an abandoned tap; near Clermont Sun parking lot
340 E Main St	MH 13626 to 13625	Hardened deposits in lateral, 40-50%	
Btw 285 and 289 E Main	MH 13625 to 13624	Heavy deposits in lateral, 50-60%	Possibly an abandoned tap
Btw 201 and 221 E Main	MH 13624 to 13623	Hardened deposits in lateral, 40%, infiltration	Possibly an abandoned tap
201 E Main	MH 13624 to 13623	Broken pipe, deposits in lateral	Possibly an abandoned tap
100 block E Main	MH 13623 to 13693	Heavy deposits in lateral, 50-60%	Possibly an abandoned tap; near County Admin. parking lot
265 North St (Cinti Bell)	MH 13474 to 13473	Deposits in lateral 40%	Possibly an abandoned tap
Btw 220 and 204 North St	MH 13473 to 13472	Deposits in lateral, 80%	Possibly an abandoned tap
204 North St	MH 13473 to 13472	Deposits in lateral, 40%	Possibly an abandoned tap
100 block North St	MH 13472 to 13471	Heavy deposits in 5 separate laterals	All taps appear to be inactive
145 Wood St	MH 13449 to 13512	Roots in lateral, 40%	

250 Woodside Drive Sewer

Exhibit B-1

1 inch = 150 feet

215 Edith Ave. Sewer

Exhibit B-2

1 inch = 150 feet

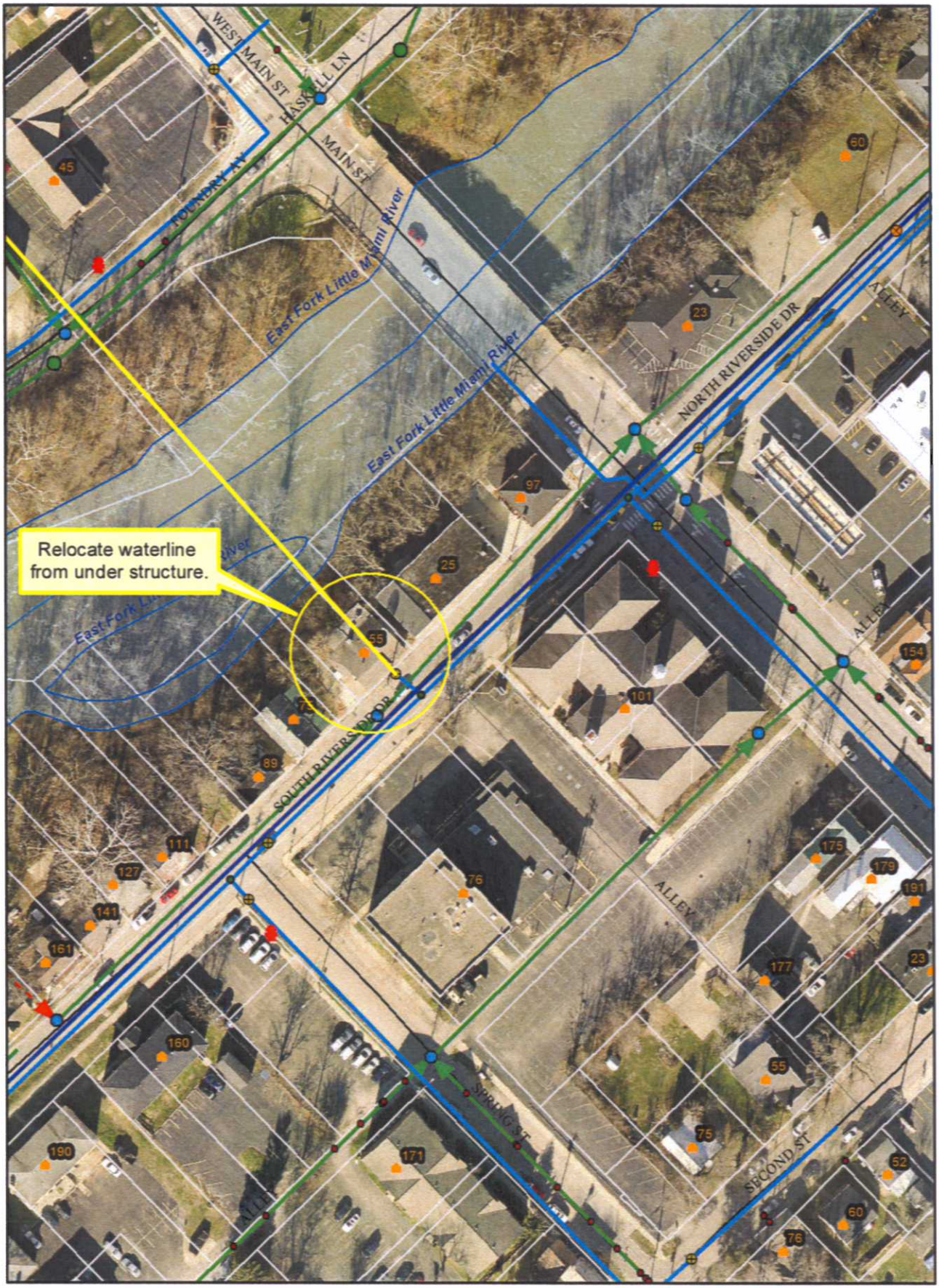
77 Foundry Ave. Sewer

Exhibit B-3

1 inch = 100 feet

55 South Riverside Water

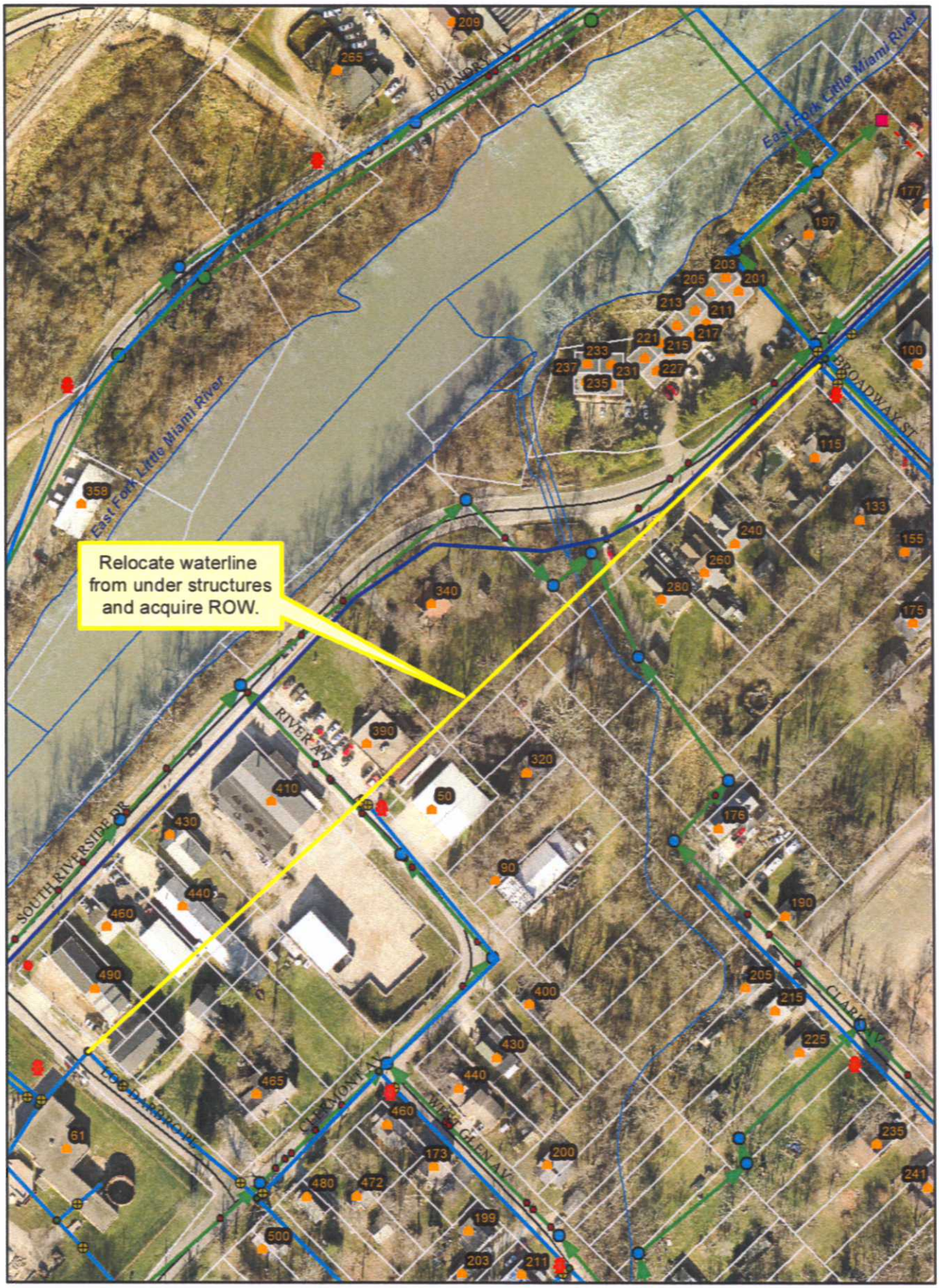
Exhibit C-1



1 inch = 100 feet

South Riverside Drive Water

Exhibit C-2



1 inch = 150 feet

250 Woodside Drive Water

Exhibit C-3

1 inch = 150 feet

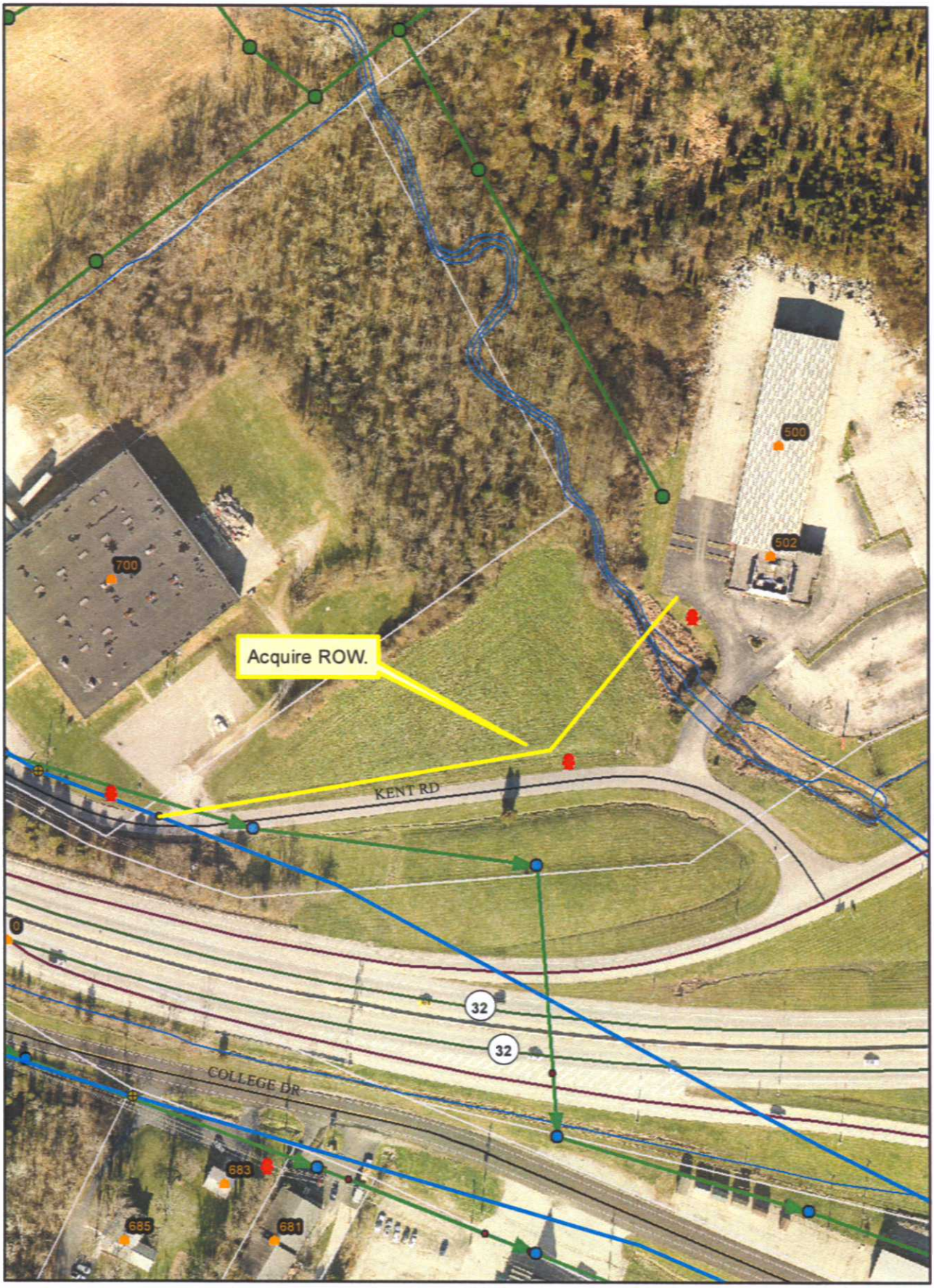
77 Foundry Ave. Water

Exhibit C-4

1 inch = 125 feet

502 Kent Road Water

Exhibit C-5



1 inch = 150 feet

Exhibit "D"

BATAVIA VEHICLES AND ROLLING STOCK 1/9/2012

1 – Sewer Equipment of America portable jetter, with the following accessories:

a. **1 – Water fill hose**
b. **7- ¾" nozzles 1-spinner,1-chisel,1-cleaning,1-war head,2-penetrators & 1- bullet**
c. **1 – ¾" Sand nozzle**
d. **1 – ¾" Finned safety extension**
e. **1 – ¾" Long jet nozzle on skids**
f. **1 – Tiger tail**
g. **1 – ¾" reduced from 1" spray wand w/hose**
h. **1 – 4" flat root cutting blade**
i. **1 – 6" flat root cutting blade**
j. **1 – 8" flat root cutting blade**
k. **1 – 10" flat root cutting blade**
l. **1 - 12" flat root cutting blade**
m. **1 – 14" flat root cutting blade**
n. **1 – Root cutter main body 1" reduced to ¾" w/skid on wheels**
o. **1 – Skid on wheels for root cutter**
p. **1 – Plastic tool box with root cutter parts**

1 – 2003 Ford F250 Super Duty s/n 3FTNF20L13MB49142 (56,925 miles) w/ ladder rack and water jug holder.

The contract with Talbert House to operate CASC will expire on August 12, 2014.

CASC Options:

1. Exercise the one-year renewal option in the current contract:
    a. Commitment to the program for an additional year.
    b. Send letter of intent to renew.
    c. Official Board action to renew contract prior to August 12th deadline.
    d. Contract will then expire on August 12, 2015.

2. Amend expiration date of current contract for a 6-month period to expire February 12, 2015:
    a. Allow County additional time to evaluate inclusion of male clients and the impact of the new legislation effective in September.
    b. Not lock the County in for one year.
    c. Talbert is agreeable with this option.
    d. Official Board action to amend contract prior to August 12th deadline.

3. Take no action and the current contract will expire and the CASC program will end.