



LEGISLATIVE COVER MEMO

Introduction: November 10, 2025

Agenda Item: **Resolution 2025-78**

AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2026 FRANKLIN REGIONAL WASTEWATER TREATMENT PLANT OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES AGREEMENT

Submitted by: Jonathan Westendorf, City Manager

Scope/Description: This agreement establishes the 2026 Operations, Maintenance, and Management Services Agreement for the Franklin Regional Wastewater Treatment Plant. This is an agreement between Warren County, City of Franklin, City of Carlisle, City of Germantown, and the Great Miami Wastewater Authority. The Municipalities desire that Warren County, which has extensive experience operating and maintaining wastewater treatment plants, serve as the exclusive operator and manager of the Franklin Regional Wastewater Treatment Plant. This agreement formalizes that arrangement, effective January 1, 2026.

The Public Works Committee reviewed the agreement at their October 30, 2025 meeting and unanimously approved recommending passage to Council.

Budget Impact: Unknown at this time, but a cost savings to the City and its residents is expected over time.

Exhibits: Exhibit A: 2026 FRANKLIN REGIONAL WASTEWATER TREATMENT PLANT OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES AGREEMENT

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-78

AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2026 FRANKLIN REGIONAL WASTEWATER TREATMENT PLANT OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES AGREEMENT

WHEREAS, the City of Franklin, along with the Cities of Germantown and Carlisle (collectively, the “Municipalities”), jointly own a 208.4707-acre parcel (Acct. #2144786) and a separate 17.47-acre parcel (Acct. #2138442-exempt) located at 201 Baxter Drive, Franklin, Warren County, Ohio (Parcel No. 03-01-100-004), by virtue of a general warranty deed recorded July 21, 1995, in O.R. Vol. 1121, Page 561 of the Warren County Recorder’s Office; and

WHEREAS, the 17.47-acre parcel is improved with the Franklin Regional Wastewater Treatment Plant and related appurtenances (the “Facility”), which are the subject of the proposed 2026 Operations, Maintenance, and Management Services Agreement; and

WHEREAS, effective June 19, 1995, the Municipalities established the Franklin Regional Wastewater Treatment Corporation (the “Corporation”), a nonprofit corporation whose Board of Trustees has served as an advisory board with respect to operation and maintenance of the Facility, under the terms of prior agreements, including the presently-effective 1995 Service Agreement with Wheelabrator EOS of Ohio, Inc., as amended by the 2015 Amended and Restated Service Agreement with Veolia Water North America-Central, LLC (the “2015 Agreement”); and

WHEREAS, the Municipalities and a limited area of Warren County continue to utilize the Facility for wastewater treatment services and will require such services in the future; and

WHEREAS, the Municipalities and the County have entered into a separate Second Amended and Restated Intergovernmental and Joint Venture Agreement which created the Great Miami Wastewater Authority (the “Authority”), whose Board of Trustees will serve as an advisory board with respect to the Facility in place of the Corporation; and

WHEREAS, the 2015 Agreement will expire on December 31, 2025, and the Municipalities, County, Authority, and Corporation have been unable to negotiate acceptable renewal terms to continue their contract with the current Facility operator/manager thereunder; and

WHEREAS, upon expiration of the 2015 Agreement, the Municipalities desire that Warren County (which has extensive experience in operating, maintaining, and managing wastewater treatment plants and related facilities) serve as the exclusive operator and manager of the Facility, effective January 1, 2026, pursuant to the terms and conditions of the 2026 Operations, Maintenance, and Management Services Agreement for the Franklin Regional Wastewater Treatment Plant, attached hereto as Exhibit A (the “2026 Facility Operations Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members thereof concurring, that:

Section 1. The City Manager is hereby authorized to execute 2026 Facility Operations Agreement, providing for the continued operation and management of the Facility, in substantially the same form as the attached Exhibit A.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: November 10, 2025

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

The undersigned Clerk of the City Council of the City of Franklin, Ohio, hereby certifies that the foregoing is a true copy of a resolution duly adopted by the City Council of said City on November 10, 2025.

Khristi Dunn, Clerk of Council

2026 FRANKLIN REGIONAL WASTEWATER TREATMENT PLANT OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES AGREEMENT

This 2026 OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES AGREEMENT (“Agreement”) for the Franklin Regional Wastewater Treatment Plant (the “Facility”) is entered into at Warren County, Ohio and effective as of the latest date of execution of the Agreement by the parties (the “Effective Date”), by and between WARREN COUNTY, an Ohio county and political subdivision, acting by and through its legislative authority the Board of Commissioners of Warren County, Ohio, the CITY OF FRANKLIN, an Ohio municipal corporation and political subdivision, acting by and through its legislative authority, the Franklin City Council (“Franklin”), the CITY OF GERMANTOWN, an Ohio municipal corporation and political subdivision, acting by and through its legislative authority, the Germantown City Council (“Germantown”) and the CITY OF CARLISLE, an Ohio municipal corporation and political subdivision, acting by and through its legislative authority, the Carlisle City Council (“Carlisle”), and the GREAT MIAMI WASTEWATER AUTHORITY (the “Authority”), an Ohio joint venture, acting by and through its legislative authority, its Board of Trustees. All of the foregoing may be referred to herein as the “Parties” or singularly as a “Party” or as referenced above, and the three municipal corporations may be collectively referred to herein as the “Municipalities” and individually as a “Municipality.”

RECITALS

WHEREAS, the Municipalities, as tenants in common, own a 208.4707 acre parcel (Acct. #2144786) and a separate 17.47 acre parcel (Acct. # 2138442-exempt) located at 201 Baxter Drive, Franklin, Warren County, Ohio 45005, identified as Parcel No. 03-01-100-004 by virtue of a general warranty deed recorded on July 21, 1995 in O.R. Vol. 1121, Page 561 of the Warren County, Ohio Recorder’s Office; and,

WHEREAS, the said 17.47 acre parcel is improved with the Facility and appurtenances thereto that are the subject of this Agreement; and,

WHEREAS, effective June 19, 1995, the Municipalities established the Franklin Regional Wastewater Treatment Corporation, an Ohio corporation for non-profit (the “Corporation”), whose Board of Trustees serves as an Advisory Board empowered with certain authority and obligations to take action under the terms of: (i) a July 21, 1995 Service Agreement between the Municipalities and Wheelabrator EOS of Ohio, Inc. (the “1995 Service Agreement”), as amended in 2015 by an Amended and Restated Service Agreement (the “2015 Amended and Restated Service Agreement”) between the Municipalities and Veolia Water North American-Central, LLC, a Delaware limited liability company (“Veolia”), after the Municipalities had canceled the 1995 Service Agreement; and, (ii) a 1994 Intergovernmental Agreement (“1994 IGA”) between the Municipalities and the County, as amended by the January 1, 2016 Amended and Restated Intergovernmental Agreement (the “2016 IGA”); and,

WHEREAS, the Municipalities and a limited area of Warren County utilize the Facility by having wastewater from their respective territories treated at the Facility and will continue to need such wastewater treatment services in the future; and,

WHEREAS, by separate agreement, the Municipalities and the County have entered into a Second Amended and Restated Intergovernmental and Joint Venture Agreement (“Joint Venture Agreement”) creating the Authority whose Board of Trustees shall serve as an Advisory Board in place of the Corporation with certain authority and obligations to take action under the terms therein; and,

WHEREAS, the 2015 Amended and Restated Service Agreement expires on December 31, 2025, and the Municipalities, County, Authority and the Corporation have been unable to negotiate a new service agreement with Veolia that has acceptable terms; and,

WHEREAS, the Municipalities desire that the County, who is experienced in operating, maintaining and managing its own wastewater treatment plants and all necessary appurtenances thereto, enter into an agreement wherein the County would be the exclusive operator and manager of the Facility effective January 1, 2026 (the “Commencement Date”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. COUNTY SERVICES – GENERAL

- 1.1 **Operation** – Starting on the Commencement Date, the County will take full responsibility for the day-to-day operation and maintenance of the Facility and provide full operational and maintenance services as required to operate the Facility in compliance with all legal and regulatory requirements applicable to the Facility. The County will operate the Facility at a level that meets or exceeds current practice and industry standards. The County will supply personnel, utilities, chemicals, equipment, supplies and services from County resources, vendors and subcontractors to manage, operate maintain and perform the following:
 - 1.1.1 **Treatment Plant** - Operate, repair, and maintain in good working order in accordance with generally accepted industrial principles and practices within the design parameters and capabilities, a 4.5 million gallons per day wastewater treatment plant (part of the Facility). The County shall keep in full force and effect the Ohio Environmental Protection Agency (OEPA) National Pollution Discharge Elimination System permit.
 - 1.1.2 **Metering** – Maintain repair, improve, replace, and operate the Master Meters shown in **Exhibit A**, that monitor and record flow at various location in the collection systems and at the entrance to the treatment plant. The County shall take reasonable efforts to keep these meters in good working order and repair as rates and surcharges are calculated from these devices.
 - 1.1.3 **Interceptors** – Maintain and repair in good working order, consistent with generally accepted industrial principles and practices, the interceptor gravity sewers shown in **Exhibit B**. The County will perform periodic visual inspections of the interceptors, to determine that they are in good

working order. The inspections shall consist of traveling the sewer alignment, locating and inspecting the interior of the sanitary manholes. The Twin Creek Interceptor will be inspected not less than annually and the Clear Creek Interceptor will be inspected not less than biannually. A summary outlining the condition of the interceptor and the need for cleaning or repairs will be reported to the Authority within thirty (30) days of each inspection.

- 1.1.4 **Municipal Industrial Pretreatment Program (“MIPP”)** – The County shall provide assistance to the Municipalities for the implementation of their MIPP(s) (as defined and set forth in Section 2.5). The assistance shall include but not be limited to monitoring, sampling, laboratory testing and Compliance Inspections as needed.
- 1.1.5 **Biosolids Disposal** – The County shall make every reasonable effort to collect, process, and dispose of treatment plant screenings, primary waste, and secondary biosolids generated from the treatment plant-at the Facility. The County shall dispose all waste in accordance with Ohio EPA regulations and Ohio Administrative Code. The County and the Municipalities shall be jointly liable for the disposal of the existing biosolids remaining at the treatment plant at the end of the 2015 Amended and Restated Service Agreement and for the disposal of future biosolids generated throughout the term of this Agreement.
- 1.1.6 **Residuals** – The County shall provide for the disposal of wastewater residuals, including grit, screenings and trash.
- 1.2 **Personnel** - County shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant State requirements and certifications regarding wastewater treatment operations, maintenance, and management and are capable and demonstrate experience necessary to operate the Facility in a safe, uninterrupted, economical, responsible, and professional manner. Employee compensation and benefits shall be determined solely by the County at its sole discretion. The County shall perform all recruiting and background screening activities for personnel employed by the County to work at the Facility.
- 1.3 **Control Systems** – The County shall utilize, maintain, and implement software programs necessary to successfully operate the Facility.
 - 1.3.1 **Supervisory Control and Data Acquisition (“SCADA”)** - The County may continue using the treatment plants’ SCADA software by Trihedral or another application acceptable to the County.
 - 1.3.2 **Asset Management** - The County shall adopt and implement asset management software necessary to track, plan and implement preventative and emergency maintenance.

1.3.3 Cyber Security - The County, to the best of its ability, shall establish, implement, and maintain cybersecurity practices, in compliance with applicable laws and best management practices. If the Authority or County suspects or becomes aware of any unauthorized access to any data by an unauthorized person or third party, or becomes aware of any other security breach relating to data held or stored in connection with the performance of the services provided under this Agreement (each a “Data Breach”), the Authority or the County shall immediately notify the other Parties upon becoming aware of such a Data Breach. Following a Data Breach, the Authority shall fully cooperate with the County, and/or the County’s personnel, consultants, and insurance carriers-to rectify, prevent or stop such Data Breach.

1.3.4 Regulatory Reporting - The County shall adopt and utilize the latest versions of Ohio EPA reporting methods and software to electronically submit annual, monthly, and periodic test results, reports, and documents.

- 1.4 Remote Monitoring** – Utilizing the SCADA system (or another software application if applicable) the County shall remotely monitor the Facility on a 24-hour per day, seven day per week schedule and shall mobilize staff to the treatment plant or Facility as necessary to respond to call-outs that require emergency response.
- 1.5 Maintenance** – The County shall provide corrective and preventative maintenance on the Facility and Authority-owned equipment and provide upon request the Authority with documentation that preventive maintenance is being performed in accordance with either manufacturer’s recommendations or good industry practice in sufficient detail as may be determined by the County. Such a maintenance program must include documentation of corrective and preventive maintenance. The County shall work to ensure the long-term reliability and efficiency of the Facility by performing predictive, preventative, and corrective maintenance, including replacements and upgrades as necessary. The Authority shall retain title to and have the right to inspect and copy these records during normal business hours. The County shall coordinate with the Authority to enforce existing equipment warranties and guarantees and maintain warranties on any new equipment purchased by the Authority or the County for use at the Facility.
- 1.6 Annual Inventory** - Within ninety (90) days after the County begins service under this Agreement and between January 1 and 15th of each year, the County and the Authority will perform a physical inventory of the Authority’s assets at the Facility including vehicles, rolling stock, chemicals, equipment, spare parts, consumables, computers, laboratory equipment, tools, and other items in use at the Facility and a general statement as to the condition of each. A list of parts and equipment currently at the Facility at the time of execution of this Agreement is included in **Exhibit C**.
- 1.7 Warranties** - The County shall maintain all manufacturers’ warranties on new

equipment purchased by the Authority and assist the Authority in enforcing existing equipment warranties and guarantees.

- 1.8 **Training** - The County shall provide ongoing training and education for appropriate personnel in all necessary areas of modern wastewater process control, maintenance, safety, and supervisory skills as required to maintain Ohio certifications, including but not limited to any operator certifications or certifications issued by the EPA.
- 1.9 **Safety** - The County will implement and maintain an employee safety program in compliance with applicable laws, rules, and regulations and make recommendations to the Authority regarding the need, if any, for the Authority to rehabilitate, expand or modify the Facility to comply with governmental safety regulations applicable to the County's operations. The County shall also maintain the grounds at the Facility in a safe and lawful manner at a level that meets or exceeds current practice and general industry standards.
- 1.10 **Budget** - The County shall prepare and submit an annual budget to the Authority for review by October 1st of each year. The Authority shall provide the County with an approved annual budget by November 15th of each year. Such timing is intended to allow the County sufficient time to procure chemicals, equipment, supplies and other approved budgetary items for the upcoming year.
- 1.11 **Incidental Purchases** – The County will procure, purchase, and pay for materials, supplies, equipment replacement and repairs, chemicals, contract services, testing, replacement parts, permit fees, and other incidentals required to perform the operations and services contemplated herein. All purchases by the County for the benefit of the Facility shall comply with the County's current procurement policy, which is subject to periodic updates and changes. The Authority authorizes the County to make incidental purchases of equipment, goods or services not contained within the approved budget (unplanned equipment repairs/replacement, specialized testing, etc.) without the Authority's prior written approval provided the total cost does not exceed Ohio Revised Code Section 307.86 competitive bidding threshold amounts in effect from time to time (2025 amount being \$77,250 annually).
- 1.12 **Emergencies** - During any emergency at the Facility affecting the safety of persons or property, the County may act without written approval from the Authority, at County's discretion, to prevent or mitigate damage, injury, or loss. The County shall be compensated by the Authority for any such emergency work notwithstanding the lack of written approval. Purchases made by the County shall conform to Section XI (Emergency Procurement) of the Warren County Board of County Commissioners Procurement Policy.
- 1.13 **Reporting** - As required by law, permit, or court order, the County will prepare Facility performance reports and submit such reports to the Authority for signature and transmittal to appropriate authorities. In all other cases, the County will submit reports directly to the regulating agencies and make these reports available to the

Authority. Not less than monthly, the County shall prepare and provide the Authority with regular reports regarding the Facility and its operations, including but not limited to flow data, Permit Compliance, maintenance, repair, biosolids disposal, wastewater pretreatment, laboratory analyses, safety, and other information deemed relevant by the Authority in its sole discretion.

- 1.14 **Laboratory Services** - The County will provide laboratory testing, sampling, analyses, and reporting services required by the NPDES permit (defined in Section 2.6), the Clean Water Act, and/or any federal, state, or local rules and regulations, statutes, or ordinances, permit, or license requirements or judicial and regulatory orders and decrees. The County shall additionally provide technical and analytical services to the Municipalities to assist the Municipalities in managing their MIPP(s) including sampling, monitoring, and preparation of the required reports. All laboratory reports and results will be available to the Authority for inspection and copying during normal business hours.
- 1.15 **Accounting** – Using enterprise resource planning (ERP) software, the County shall continuously track and compile the cost to operate the Facility. All direct costs such as items, materials, labor costs and other expenses purchased only for the use at the Facility shall be assigned a code and tracked. Indirect costs such as the processing of invoices, issuing purchase orders, payroll, timesheets, etc. shall be estimated and assigned a cost. The County shall compile the expense information and provide a detailed report with each monthly invoice.
- 1.16 **Invoicing** – The County shall invoice the Authority on or about the 15th day of each month for the services provided under this Agreement. The monthly invoice shall include a compilation to date of costs associated with the prior month operation of the Facility . The Authority shall review, process and pay the invoices within thirty (30) days of receiving the payment request.
- 1.17 **Premium** – In addition to compensation for the cost to operate the Facility, the Authority shall pay the County a \$250,000 “Premium” at the end of each operating year, invoiced in December, as additional compensation. The Premium shall increase by 3% each year. The Premium shall be financed through a special collection of funds from all Authority members excluding the County.

2. AUTHORITY’S DUTIES

- 2.1 **Ownership; Commercial Property and Casualty Insurance** – The Municipalities shall at all times retain ownership of the Facility and shall be responsible for existing leases, rental agreements, taxes, assessments, debt financing, and other preexisting financial commitments. The Municipalities or the Authority shall be responsible for maintaining commercial property and casualty insurance on the Facility and appurtenances thereto, including contents, equipment and any other tangible assets. The County shall not be obligated to maintain any commercial property and casualty insurance for its services to be provided under this Agreement.

- 2.2 **Capital Improvements** –Upon execution of the Agreement the Authority agrees to immediately begin capital improvement projects to the Facility including the construction of a new biosolids holding and disposal facility, new secondary clarifier, rehabilitation of the existing secondary clarifiers, and the disposal of biosolids in Lagoon No. 2 (collectively the “CIP”). The Authority shall make reasonable efforts to complete the estimated \$12.4 million CIP within forty-two (42) months of the Effective Date of this Agreement. The Authority shall be the agency responsible for contracting for the survey, design, permitting, bidding, and construction. All aspects of the CIP shall be owned by the Authority and paid for (or reimbursed, as necessary) by its members as outlined in the Joint Venture Agreement. The CIP shall include the following:

Project Description	Cost
Project- 1-New Solids Handling Facilities	
A. Two Solids Holding Tanks	\$3,000,000.00
B. Solids Handling Building with One Press and Polymer System	\$4,000,000.00
C. WAS Pump and Other Piping Upgrades	\$138,000.00
Total Capital Cost for New Solids Handling Facilities	\$7,138,000.00
Project 2- New Secondary Clarifier	
A. One new Secondary Clarifier	\$2,730,000.00
B. Splitter Box Modifications	\$360,000.00
C. RAS/WAS/Scum Pump Station	\$1,000,000.00
Total Capital Cost for New Secondary Clarifier	\$4,090,000.00
Project 3- Existing Clarifier Rehab	
Total Capital Cost for Existing Clarifier Rehab	\$1,100,000.00
Total Capital Cost for Projects 1,2 and 3	\$12,328,000.00
Cost for Emptying and Cleaning Out B2 Lagoon	\$1,350,000.00

- 2.3 **Warranties, Easements, & Licenses** - The Municipalities and the Authority shall keep in force all CIP warranties, guarantees, easements and licenses that have been granted to the Municipalities or Authority.
- 2.4 **Site Access** - The Municipalities and the Authority shall provide the County with full access to the Facility as may be necessary for the County to carry out its obligations under this Agreement.
- 2.5 **Municipal Industrial Pretreatment Program** – As to the Plant, the Authority shall be responsible to administer a Municipal Industrial Pretreatment Program (“MIPP”) and each Municipality shall adopt, administer and enforce, effective on the Commencement Date, or continue to maintain, by resolution(s) or ordinance(s), a MIPP for its respective Service Area that, at a minimum, complies with all federal and state requirements including, but not limited to, the requirements contained in

40 CFR Part 403 and Chapter 3745-3 of the Ohio Administrative Code, or any other requirements needed to maintain the operational performance or permit compliance of the Facility. The Municipalities further agree to promptly amend said resolutions(s) or ordinances(s) establishing or relating to each's MIPP to incorporate additional or changed requirements imposed under federal or state law, and that, if so ordered by the Ohio Environmental Protection Agency ("OEPA") or another governmental agency having jurisdiction, the Municipalities will amend said resolutions(s) or ordinances(s) in order to comply with any requirement governing the content and implementation of an industrial pretreatment program.

- 2.6 **National Pollution Discharge Elimination System (NPDES) Permit** – The NPDES permit from Ohio EPA shall be issued to the Authority.

3. TERM, TERMINATION AND DEFAULT

- 3.1 The initial term of this Agreement shall be five (5) years commencing on the Commencement Date ("Initial Term"). Thereafter, this Agreement may be renewed annually by a new separate written agreement of the Parties. This Agreement shall not automatically renew upon expiration of the Initial Term.
- 3.2 A Party may terminate this Agreement only for a material breach of the Agreement by the other Party; only after giving written notice of breach; and, only after allowing the other Party thirty (30) days to cure or commence taking reasonable steps to cure the breach.
- 3.3 In the event that this Agreement is terminated for any reason prior to the ending date of the Initial Term, the Municipalities or the Authority shall pay to the County any funds that are due and owing to the County and have not yet been paid to the County through the date of termination.
- 3.4 Upon notice of termination, the County shall assist the Municipalities in assuming operation of the Facility. If additional cost and expenses are incurred by the County at request of the Municipalities, the Municipalities shall pay the County such documented costs and expenses within fifteen (15) days of an invoice for the same.
- 3.5 Upon termination of this Agreement and all renewals and extensions, the County will return the Facility to the Municipalities in as reasonably close to the same condition as it was upon the Commencement Date, ordinary wear and tear excepted. Equipment and other personal property purchased by the County for use in the operation or maintenance of the Facility shall remain the property of the County upon termination of this Agreement unless the property was directly paid for by the Authority or the Authority specifically reimbursed the County for the cost incurred to purchase the property or this Agreement provides to the contrary.

4. DISPUTES AND FORCE MAJEURE

- 4.1 In the event that a dispute under this Agreement arises between the Parties, the

disputing Party shall provide the other Party with written notice of the dispute and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include a statement of each Party's position and a summary of the evidence and arguments supporting its position. Each Party shall designate an authorized designee to work together in good faith to resolve the dispute; the name and title of said authorized designee shall also be included in the notice and response. The designees 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 they reasonably deem necessary to resolve the dispute. If the designees have not resolved the dispute through good faith efforts within sixty (60) days, then, the Parties shall attempt to resolve the dispute by non-binding private mediation. The selection of a mediator shall follow the rules of the Court having jurisdiction under paragraph 11.7 hereinafter. The costs and expenses of the mediation shall be shared equally by the Parties to the dispute. In the event mediation is unsuccessful, the Parties may seek a declaratory judgment from the court having jurisdiction under paragraph 11.7 hereinafter.

Absent mutual consent by both parties, in the event that one of the Parties brings a dispute immediately to court without first following the afore-mentioned mediation dispute resolution process, in that event the opposing Party shall be entitled to recover reasonable attorneys' fees and costs from the other Party initiating the litigation if either (a) the case is remanded and the Parties are ordered to follow the dispute resolution process outlined herein or (b) the dispute is heard and judgment is awarded in favor of the Party that did not initiate litigation. Further, each Party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement or the transactions contemplated hereby (whether based on contract, tort or any other theory).

- 4.2 In the event activities by employee groups or unions cause a disruption in the County's ability to perform its obligations as set forth herein at the Facility, the Municipalities or Authority, with the County's assistance or the County at its own option, may seek appropriate injunctive court orders. During any such disruption, the County shall operate the facilities on a best-efforts basis until any such disruptions cease.
- 4.3 Neither Party shall be liable to the other for any loss, damage, delay, default, or failure to perform its obligations under this Agreement to the extent it results from an unforeseen circumstance. However, this Section may not be used by either Party to avoid, delay, or otherwise affect any payments due to the County. If and to the extent that unforeseen circumstances interfere with, delay or increase the cost of the County's performance of the services in accordance herewith, the County shall be entitled to an increase in the Annual Fee or an extension of schedule which properly reflects the interference with performance, to the extent reasonably necessary to address and remedy the interference, delay or increased cost associated with the unforeseen circumstances.

- 4.4 Changes in law, standard industry practices relating to any hazardous substances, or the levels of hazardous substances on, at, under, or affecting the Facility shall warrant and require the Municipalities or the Authority to: (i) grant an equitable adjustment to the Annual Fee and the County's time for performance, resource requirements, financial requirements, costs, or other increases, and (ii) make capital expenditures and increase operating expenses as such changes require.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The County hereby represents and warrants to the Municipalities as follows:

- 5.1.1 The County has full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against it in accordance with its terms.
- 5.1.2 The authorization, execution, and delivery by the County of this Agreement do not and will not violate any laws or any regulation, order, injunction or decree of any court, governmental body, agency or other instrumentality.
- 5.1.3 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting County or any basis thereof, wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement.

- 5.2 The Municipalities hereby represent and warrant to the County as follows:

- 5.2.1 The Municipalities have full power and authority to perform and observe its covenants contained in this Agreement, has taken all action necessary for the execution, delivery and performance of this Agreement and to carry out and consummate all transactions contemplated hereby, and this Agreement has been duly authorized, executed and delivered by the Municipalities and constitutes the legal, valid and binding obligation of the Municipalities, enforceable against it in accordance with its terms.
- 5.2.2 The authorization, execution, delivery and performance of this Agreement, the compliance with the terms and conditions hereof and the consummation of the transactions herein contemplated on part of the Municipalities do not and will not (i) violate any laws or any regulation, order, injunction or decree of any court, governmental body, agency or other instrumentality or (ii) result in a breach of any of the terms and conditions, or constitute a default under, or result in the creation or imposition of any mortgage, bond, lien, charge or encumbrance of any nature

whatsoever upon the Facility pursuant to the terms of any agreement or other instrument to which any Municipality is a party or by which any Municipality or the Facility is bound.

- 5.2.3 There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or threatened in writing against or affecting a Municipality or any basis thereof, wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated hereby or that in any way would adversely affect the validity of enforceability of this Agreement.
- 5.2.4 Each Municipality or the Authority has obtained and is in compliance in all respects with all permits and approvals that are necessary to operate the Facility.
- 5.2.5 Except as has been disclosed by a Municipality or the Authority to the County, the Municipalities have not entered into, and are not subject to, any agreement, consent order, decree, judgment, license, permit condition, notice of violation, or other directive of any Governmental Entity in existence as of the date hereof that relates to the operation of the Facility.
- 5.2.6 To the Municipalities' knowledge, there are no actual or suspected past or present hazardous substances, or releases of hazardous substances on, at, or otherwise affecting the Facility, the operation of the Facility, any other facilities or appurtenances associated with the Facility, or those persons who operate or otherwise are expected to have access to the Facility.

6. REV. PROC. 2017-13 COMPLIANCE. It is the intent of the Municipalities and the County that this Agreement shall be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the Municipalities within the meaning and intent the applicable provisions of the Internal Revenue Code and related regulations, rulings and revenue procedures (including without limitations Rev. Proc. 2017-13, as amended and supplemented). Accordingly, the Municipalities agree that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the qualified user with respect to the managed property. In the event this Agreement results in the private business use of the managed property as determined by either the Internal Revenue Service or a court of competent jurisdiction, the Parties shall attempt, in good faith, to renegotiate the terms of this Agreement so as to bring this Agreement into compliance with the Internal Revenue Code.

7. EXISTING CONDITIONS AND KNOWN LIMITATIONS. The Parties enter into this Agreement with the knowledge that the Facility has existing physical constraints and limitations and that some of the unit process equipment is aged and deteriorated dating back to the original construction in 1971 and 1986. The County accepts no responsibility or liability with issues associated with the aged Facility, including the following preexisting conditions:

Accumulated biosolids

Leaking lagoon impoundment walls
Deteriorated buried piping
Failed or underperforming lagoon mixing equipment
Aged, clogged, or failed lagoon aeration diffusers
Aged secondary clarifier mechanical equipment

8. **LIABILITY.** Each Party to this Agreement agrees to be liable for the negligent acts or omissions, intentional or wrongful acts or omissions, by or through itself, its officials, employees and agents. Each Party further agrees to defend itself and pay any judgments and costs arising out of such negligent, intentional or wrongful acts and omissions. Nothing in this Agreement shall impute or transfer any such liability from one Party to the other.

9. **SURVIVABILITY OF REPRESENTATIONS AND COVENANTS.** All representations and warranties in this Agreement are material representations and covenants that shall survive the execution, delivery and acceptance of this Agreement which the Parties stipulate to by executing this Agreement.

10. **EXPENSES.** Each Party shall be solely responsible for its own costs, legal fees, and expenses incurred in connection with or related to this Agreement.

11. **MISCELLANEOUS.**

11.1 **Notice.** All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered: (i) by personal delivery, or (ii) by registered or certified mail, return receipt requested, or (iii) by overnight delivery, as follows:

(a) If to the County:

To: Warren County Sanitary Engineer
Warren County Water & Sewer Dept.
406 Justice Drive
Lebanon, OH 45036

cc: Attn. Warren County Prosecutor
Warren County Prosecutor's Office
520 Justice Drive, 2nd Floor
Lebanon, OH 45036

cc:

Attn. County Administrator
Warren County Commissioners
406 Justice Drive
Lebanon, OH 45036

(b) If to City of Franklin:

To: City Manager
1 Benjamin Franklin Way
Franklin, Ohio 45005

cc: Attn. Law Director

(c) If to the City of Germantown:

To: City Manager

cc: Attn. Law Director

1 North Plum Street
Germantown, Ohio 45327

(d) If to the City of Carlisle:

To: City Manager
760 Central Avenue
Carlisle, Ohio 45005

cc: Attn. Law Director

(e) If to the Authority:

To: FRWTC Administrator

cc: Attn. Administrator

[]

[]

Email: franklinwwtc@gmail.com

Phone: (937) 546-0414

Any Party may change the address to which notices are to be sent to the Parties by giving written notice of such change of address to the other Parties in the manner above provided for giving notice. If delivered personally, the date on which a notice, request, instruction, or document is delivered shall be deemed to be the effective date of such notice. If delivered by mail, the date on which such notice, request, instruction or document is received shall be deemed to be the effective date of such notice.

11.2 Headings; Schedules. The Section, Subsection and other headings in this Agreement are inserted solely as a matter of convenience and for reference, and are not a part of this Agreement. The Schedules attached hereto are incorporated by reference herein in their entirety and shall constitute a material part of this Agreement for all purposes.

11.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one counterpart has been signed by each Party and delivered to the other Party hereto. This Agreement may be executed by electronic transmission of original signatures.

11.4 Integration of Agreement. This Agreement supersedes all prior agreements, oral and written, between the Parties with respect to the subject matter hereunder. Neither this Agreement, nor any provision hereof, may be changed, waived, discharged, supplemented or terminated orally, except by an agreement in writing signed by all of the Parties hereto. After the signing of this Agreement, the Municipalities shall have the continuing obligation to promptly notify the County with respect to any matter hereafter arising or discovered to which, if existing or known at the date of this Agreement, would have been required to be set forth or disclosed herein or would constitute a violation of this Agreement, provided that all such disclosures shall not be deemed given as of the date of signing of this Agreement, but as of the date so given. All of the Parties must agree to and approve addendums or amendments required as a result of such disclosures, and shall evidence such agreement in writing. All of the Municipalities' representations and warranties in this Agreement shall have been accurate in all respects as of the Effective Date of this Agreement. If any of such information provided by the Municipalities or

Authority shall disclose the existence or occurrence of a circumstance or event that is adverse when compared to the information disclosed in this Agreement on the Effective Date hereof, the County shall have the right, at the County's election, to terminate this Agreement and the County's obligations hereunder, as provided in Section 3 hereof.

11.5 Allocation of Liability to Third Parties. All personnel or agents of the County, the Municipalities, the Corporation or the Authority shall, for the purposes of allocation of liability to third parties only, be deemed to be acting under the direction and control of their respective employer or principal and not under the direction and control of any other Party to this Agreement, and their employer or principal shall assume the risk of any liability to third parties arising from the conduct, acts or omissions of such personnel or agents. In the event of any claim or action arising from any circumstances to which this Agreement applies, and whether or not a reservation of rights is made, the Parties, as a condition of this Agreement, shall give their full cooperation to any Party defending such a claim or action.

11.6 Autonomy and Independence. The Parties further recognize that (a) the Parties are autonomous organizations; (b) the Parties have independent and separate bodies of elected officials and officers responsible for managing their operations and affairs; (c) the Parties have their own separate assets; (d) the Parties are not affiliated and do not have any interest in each other's operations, affairs and assets; (e) the Parties have the right and power to hire, supervise and fire their own employees and contractors; (f) the Parties have the duty of carrying out and supervising their services required under this Agreement; and (g) neither Party controls the day-to-day operations and/or affairs of the another Party.

11.7 Governing Law and Venue. This Agreement shall be construed under the laws of the State of Ohio. This Agreement is subject to the Parties stipulating by executing this Agreement to the venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement, and any and all other matters arising out of or related thereto in any way being exclusively in the Warren County, Ohio Court of Common Pleas (unless the Parties mutually agree in writing to alternate dispute resolution), as well as waiving any right to bring or remove such matters in or to any other state or federal court.

11.8 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein unless the deletion of such provision or provisions would render the completion of the transactions contemplated hereby to be unreasonable.

11.9 Assignment. This Agreement shall not be assignable by any of the Parties hereto without the written consent of the other Parties.

11.10 Waiver. Neither any failure nor any delay by any Party in exercising any right under this Agreement or any amendment thereto will operate as a waiver of such right, and any waiver of a right must be in writing.

11.11 Equal Opportunity. Neither the County nor the Authority shall discriminate

on the basis of race, color, national origin, sex, religion, age, or handicap status in employment or in the provision of services contemplated herein.

[continued on next pages for signatures and Exhibits]

12. Execution.

County

IN EXECUTION WHEREOF, the Board of Commissioners of Warren County, Ohio, has caused this Agreement to be executed, on the date stated below, by its County Administrator, pursuant to Board Resolution No. _____, dated _____.

By: _____
Martin Russell, County Administrator
Date: _____

Municipalities

City of Franklin

IN EXECUTION WHEREOF, the Franklin City Council has caused this Agreement to be executed on the date stated below by its City Manager, pursuant to Resolution/Ordinance No. _____, dated _____.

By: _____
Jonathan Westendorf, City Manager
Date: _____

City of Germantown

IN EXECUTION WHEREOF, the Germantown City Council has caused this Agreement to be executed on the date stated below by its City Manager, pursuant to Resolution/Ordinance No. _____, dated _____.

By: _____
Judy Gilleland, City Manager
Date: _____

City of Carlisle

IN EXECUTION WHEREOF, the Carlisle City Council has caused this Agreement to be executed on the date stated below by its City Manager, pursuant to Resolution/Ordinance No. _____, dated _____.

By: _____
Chris Lohr, City Manager
Date: _____

Authority

Great Miami Wastewater Authority

By: _____

Name: _____

Title: Authorized Member

IN EXECUTION WHEREOF, the Board of Trustees of the Great Miami Wastewater Authority has caused this Agreement to be executed on the date stated below by _____, pursuant to Resolution No. _____, dated _____.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A – FLOW METERS

Franklin Area WWTP

Flow Billing Meters Diagram

Updated 2021

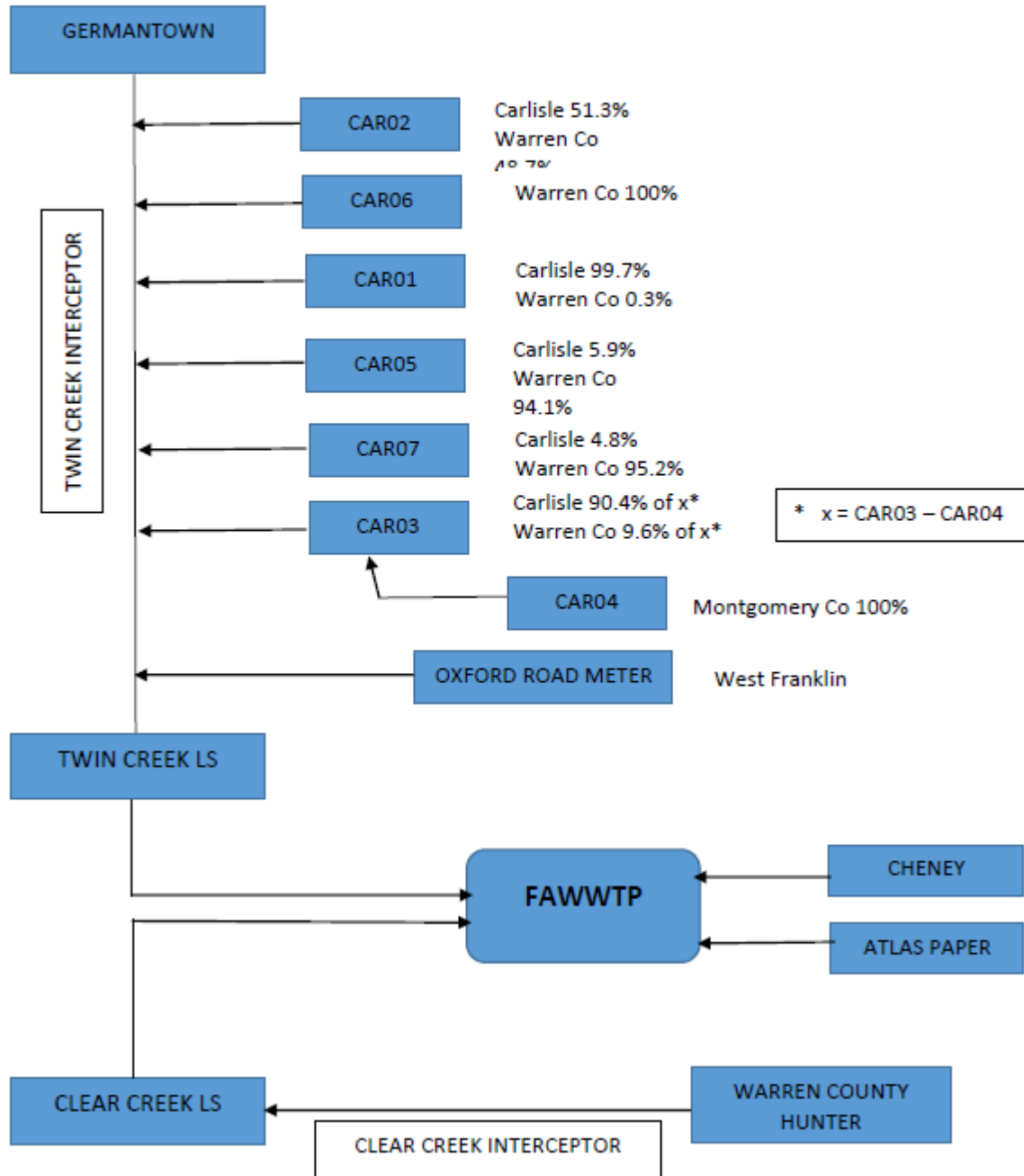


Exhibit “B” – Interceptor Gravity Sewers

[to be inserted]

Exhibit C

LOCATION	ASSET
Tony's Office	Desk
	Office chair
	2 x side chairs
	Computer
	Monitor
	Coat Rack
	SCADA computer
	SCADA monitor
	2 UPS back up units
	File cabinet
	Printer
	Shredder
	Heater
	Book shelf
Men's storage area	Storage cabinet
	Vacuum cleaner
Ray	Desk
	Office chair
	Computer
	UPS power backup
	Monitor
	SCADA computer
	SCADA monitor
	Shredder
Chad	Printer
	Desk
	Office chair
	Computer
	UPS power back up
	Monitor
	Printer
Jim	File cabinet
	Desk
	Office chair
	UPS power back up
	Computer
	Monitor
Jason	Printer
	Desk
	Office chair
	Computer
Donna	Monitor
	Desk
	Office chair
	Computer
	2 x Monitors
	Printer
	3 x lobby chairs
	Misc. office supplies
	Misc. cleaning supplies
	Heater - fireplace
Kitchen	Table
	6 x chairs
	Refridgerator
	Stove
	2 x microwaves
	Dishwasher
	TV
	Time clock
	Label maker
Primary Building	Table

LOCATION	ASSET
	6 x chairs
	2 x desks
	2 x lockers
	Computer
	2 x printers
	Monitor
	gas meter calibration unit
	AC unit
	2 x wireless radios
	SCADA computer
	SCADA monitor
	Book shelf
	2 x metal shelves
	2 x blueprint cabinets
	2 x industrial samplers
Dan's Office	2 x small wooden bookcase
	24" monitor
	Computer System
	CyberPower 1000VA UPS
	wooden desk
	small wooden side table
	4x four-drawer steel filing cabinets
	4 x 8' whiteboard
	4 x 4' whiteboard
	Large first aid kit
	Office Chair
	2 x industrial paper hole puncher
	industrial paper stapler
	Ventis MX-4 poison gas meter and charger
	Wastewater Standard Methods 21st Ed. 2005 hardback
	Steel Stool
Laboratory	2 x Hach DR3900 laboratory instrument
	Hach DRB200 reactor
	2 x Hach HQ411d pH meter
	Thermo heated spin plate SP131325
	CyberPower 1000VA UPS
	Cole Porter 420-1901-00FK vacuum pump
	Labconco dessication chamber
	Nalgene 5317-0180 dessication chamber
	Mettler Toledo precision scale AB204-S/FACT
	Quincy Labs laboratory oven model 20
	Quincy Labs laboratory oven digital series
	Thermo Scientific FB1415M Muffle Furnace
	2 x Frio-Temp H241156 calibrated thermometer
	Traceable calibrated thermometer
	2 x Traceable magnetic timers
	Kenmore upright freezer/refrigerator combo
	Samsung dishwasher
	IDEXX Quanti-Tray Sealer Plus
	Boekel 98-0001197-00 TTT Incubator
	Spectroline CM-10A fluorescence analysis cabinet
	Glass pipette set
	3 x Hach 10ml Pipette
	2 x Hach 1ml Pipette
	YSI ProSolo portable D.O. Meter
	YSI ProDO portable D.O. Meter (currently defective)
	Misc laboratory glassware
	Misc laboratory plastic bottles
	Misc laboratory HACH supplies for testing
	Misc tubes/hoses small backup/replacement parts for equipment.
	2 x plastic rolling cart
Barn in Back	6" hydrolic pump

LOCATION	ASSET
	16' car trailer
	24' ladder
	30' ladder
	Auger for 5105 J.D.
	Drag blade for 5105 J.D.
	30 gal. air compressor
	Misc. conduct
	3" trash pump with hoses
	gas powered air compressor
	miller arc welder on trailer
	50 gal. fuel cell
	snowblower
	spare 76 HP Flyght pump
	spare 70 HP Flyght pump
	20 HP down draft
	misc. 2" to 4" fittings
	forktruck boom attachment
	extension forks for fork truck
	12" alum. bypass tubing 30' long
	8 aeration floats
	pontoon boat
	John boat
Shop	220 Miller welder & spare bottles
	110 Miller welder
	portable cutting torch set
	Lg. cutting torch set
	sandblast cabinet
	pipe bender
	shop vacs
	battery charger
	fork truck winch 12,000 lb
	wheel barrel
	walk behind fork truck (sm.)
	shelf misc. metal & conduct
	retrieval system for pickup
	misc. oil 50 gal. drums
	50 gal. kerosene fuel tank
	misc. log chains
	2 x 125,000 BTU kerosene heaters
	multiple shelving units
	Dewalt drills, sawsall, 1/2" impact
	drivers, angle grinder
	misc. straps
	washer & dryer
	golf carts (3) spray cart (1)
	2 x electrical storage cabinets
	wire rack for wire spools
	basket for fork truck
	metal detector
	4 x step ladders 4' to 8'
	12' step ladder
	24' extension ladder
	3 x flammable cabinets
	misc. extension paint poles
	gas grill
	electric paint sprayer
	2 x Champion generators
	2" trash pump
	electric pressure washer
	misc. garden & landscaping tools
	24" to 36" barn fans (4)
	confined space fans

LOCATION	ASSET
	2 x portable gas meters
	large gas generator
	3500 pressure washer
	6000 pressure washer
	misc. gaskets for pumps
	Ventrac mower with snow blade
	Hyster fork truck
	file cabinets
	press
	bolt bin
	chop saw
	2 x bench grinders
	Dayton bansaw
	2 x tool boxes
	110 plazma cutter
	parts washer
	table saw
	2 x metal work bench
	2 x air compressors
	5105 J.D. tractor with forks & bucket
	drill press
	drill press table
	Misc spare part and critical equipment parts, fuses
Headworkd Bldg.	2' step ladder & 4' step ladder
	hose reel
	2 x sm debris dumpsters
	36" portable fan
	sump pump
Gravity Belt Bldg.	36" portable fan
	wall mounted propane heater
	fire place heater
	pallet jack
Chemical Bldg.	4 x safety harnesses
	climbing protection device
	fireplace heater
	3 x soft garden hoses
	sm. sump pump
	plastic storage cabinet
	hand cart
	spare chemical pump hoses
	24" portable fan
	metal wall hanging storage cabinet
Secondary Bldg.	4 x portable samplers
	Pfizer sampler
	4 x spare sampler batteries
	assorted PVC fittings
	upper & lower tool cabinet (hand tools)
	4' work bench
	portable manhole lid puller
	3 x 50' 1" hoses
	3 x plastic utility cabinets
	assorted sampler tubing
	4 x spare sump pumps
	metal flammable storage cabinet
	4 x cordless drill battery chargers
	assorted hand tools, drills, etc.
	2 x hand carts
	14' fiberglass step ladder
	engine hoist
	50 gal. drum dolly
	2" gas trash pump