

**APRIL 22, 2010**

The Gallia County Board of Commissioners met on this date for the purpose of approving the minutes of the previous meeting and approving the current bills. At 9:00 a.m. the meeting was called to order by President Howard "Joe" Foster. Roll Call: President Mr. Howard J. "Joe" Foster, present; Vice-President Mr. Justin L. Fallon present and Member Ms. Lois M. Snyder, present.

President Foster entertained a motion for approval of the April 15, 2010 minutes. Justin Fallon made and Lois Snyder seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

TRAVEL REQUESTS				
DEPARTMENT	NAME	DATE	TO	RE:
EMA	Mike Null	4/21	Athens, OH	Ohio Utilities Pipeline Safety workshop
		5/4	Jackson, OH	Jackson Co Haz-Mat Drill-Evaluator
		5-6	Athens, OH	Athens Co. Haz-Mat Drill-Evaluator
		5/18-5/19	Columbus	EOC Management & Operations Course
Economic Development	Melissa Clark	4/29	Jackson, OH	Ohio Skills Bank Summit
Commissioners	Lois Snyder Karen Sprague	4/28	Pomeroy	Community Action Agency Mtg

President Foster entertained a motion to approve travel requests as submitted. Lois Snyder made and Justin Fallon seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

**BOARD OF DEVELOPMENTAL DISABILITIES RESIGNATION/APPOINTMENT**

Commissioners received the following correspondence:

Dear Commissioners:

*I would like to inform you that on April 19, Philip Skidmore tendered his resignation from the Gallia County Board of Developmental Disabilities. Phil was a great board member and a wonderful supporter of our programs for individuals with development disabilities. He will certainly be missed.*

*I would like to recommend that Barbara Burnett be appointed to complete his term which expires on December 31, 2013. Barbara is a teacher of handicapped children in Gallipolis City Schools and has a vast background of knowledge and experience in our field. She has previously served on our board and has indicated an interest in serving once again. She is eligible for reappointment.*

*Thank you in advance for your assistance.*

*Respectfully submitted,*

*sl Rosalie A. Durbin, Superintendent*

Upon the recommendation of Superintendent Durbin, Lois Snyder made and Joe Foster seconded the motion to appoint Barbara Burnett to fill the position, expiring on 12/31/2013. Roll call: Mr. Fallon, yea; Mr. Foster, yea; Ms. Snyder, yea.

Animal Shelter Canine Weekly Report										
Week Ending	# IN	Adopted	Reclaimed	Euthanized	Died (Natural Causes)	Rescued	Destroyed (in field)	# Out	In Foster Care	Remaining at Shelter
4/19	26	4	2	0	0	5	0	11	0	40

**GREEN SEWER AGREEMENT WITH CITY OF GALLIPOLIS**

County Administrator Karen Sprague presented the Commission with the final signed Green Sewer Agreement with the City of Gallipolis for treatment of the wastewater from Green Sewer Phases 1 & 2. Commission President Joe Foster entertained a motion to approve the agreement as presented. Lois Snyder moved and Justin Fallon seconded that motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea.

Commissioner Foster stated "It's good to have an opportunity to work with the city on the Green Sewer Project. I think it's the best long term solution for both the county and the city and we look forward to working with them." Commissioner Snyder also stated "Hopefully this is just the beginning of many more collaborations with the city". Commissioner Fallon added "I am happy to say after four years of cooperation and collaboration, we have addressed many of the issues regarding who is going to own the system in that area. This will be a benefit to a lot of people. It will be a cheaper system than what was proposed and at the same time it will open the area for economic growth and development. It will bring a new revenue stream to the city and fix a lot of problems being looked at by the EPA and correct the systems currently under EPA findings and orders. This is the type of cooperation that will better Gallia County."

SEWAGE TREATMENT AGREEMENT  
GALLIA COUNTY, OHIO  
and  
CITY OF GALLIPOLIS, OHIO

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

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

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

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

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

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

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

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

I.

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

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

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

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

II.

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

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III.

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

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

IV.

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

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

V.

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

VI.

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

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

VII.

This Agreement shall remain in effect for a minimum of forty (40) years from the date of the loan closing/purchase of bond. The County will notify the City of said closing date. Thereafter, this Agreement may be renewed, extended, or terminated upon such terms as may be agreed upon by both parties. The parties acknowledge that the County System is being financed in part by the United States of America, acting through the USDA, Rural Development, Rural Utilities Service. The parties agree that this Agreement and any future modifications, with the exception of those specifically provided for herein, are conditioned upon the approval, in writing, of the State Director, Rural Development, Ohio, the City, and the County.

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

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

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

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

WITNESSES:  
s/ Karen Sprague  
s/ Terry Hemby

WITNESSES:  
s/ Sandee M. Saxon

APPROVED AS TO FORM:  
GALLIA COUNTY  
PROSECUTING ATTORNEY  
By: s/ C. Jeffrey Adkins  
Print Name: C. Jeffrey Adkins

GALLIA COUNTY, OHIO  
s/ Howard J. Foster, President  
s/ Justin L. Fallon, Vice President  
s/ Lois Snyder, Commission Member  
CITY OF GALLIPOLIS  
s/ Randall J. Finney, City Manager

USDA, STATE DIRECTOR  
RURAL DEVELOPMENT, OHIO

By:  
Print Name:

Print Title: GC Prosecuting Attorney  
 GALLIPOLIS CITY SOLICITOR  
 By: s/ Adam Salisbury  
 Print Name: Adam Salisbury  
 Print Title: Gallipolis City Solicitor

Print Title:  
 OHIO EPA  
 By:  
 Print Name:  
 Print Title:

**ADDENDUM TO NSP GRANT RESOLUTION OF INTENT WITH GMCAA**

County Administrator Karen Sprague presented the Commission with an Addendum to the Neighborhood Stabilization Program grant resolution of intent with Gallia-Meigs Community Action Agency noting the reason for the addendum is because the county has not been able to locate any properties to meet the grant guidelines for Acquisition/Rehab activity. Therefore, the \$60,000 in grant funds for Acquisition/Rehab is being reallocated to the Demolition Activity so that it can all be spent and not returned to the state. This reallocation has been approved by ODOD and by Vinton County since Gallia County is a sub-recipient to them for this regional grant. It was further noted that with the reallocation of funds the county needs to amend the agreement with Gallia-Meigs Community Action Agency so that they can be paid for administering and implementing the additional demolition activities. This addendum will allow GMCAA to be paid the same amount of \$1,600 per demolished unit as included in the original agreement, but it will remove the limit of being paid for only 8 units. The addendum will set the limit at a maximum of \$28,000, which is the allowed grant limit of 20% of the total grant which is \$140,000. Ms. Sprague noted GMCAA has already completed 13 units, but so far has only been paid for 8. It was further noted the \$28,000 will cover 17.5 units at \$1,600 each and GMCAA will more than likely complete around 20, so there will still be some units they will not be paid for and they are agreeable to that. Commission President Joe Foster entertained a motion to approve the Addendum as presented. Lois Snyder made and Justin Fallon seconded the motion. Upon roll call votes were as follows: Joe Foster, yea; Justin Fallon, yea; Lois Snyder, yea.

**CWA 4320**

Appointment was cancelled by Union representative by telephone.

**EARTH DAY PROCLAMATION**

In observance of Earth Day, the Commissioners made the following proclamation on a motion by Lois Snyder, second by Justin Fallon, all voting yea:

*EARTH DAY PROCLAMATION*

*In the fall of 1969, Wisconsin Senator Gaylord Nelson announced plans for a national "environmental teach-in" -- one day, each year, of action and advocacy for the environment. His words rallied our Nation, and the first Earth Day, as it became known, saw millions come together to meet one of the greatest challenges of our times: caring for our planet. What Senator Nelson and the other organizers believed then, and what we still believe today, is that our environment is a blessing we share. Our future is inextricably bound to our planet's future, and we must be good stewards of our home as well as one another.*

*On the 40th anniversary of Earth Day, we come together to reaffirm those beliefs. We have come far in these past four decades and what has been achieved has made our children healthier, our water and air cleaner, and our planet more livable.*

*Meeting today's environmental challenges will require a new generation to carry on Earth Day's cause. From weatherizing our homes to planting trees in our communities, there are countless ways for all our citizens, young and old, to get involved.*

*The 40th anniversary of Earth Day is an opportunity for us to reflect on the legacy we have inherited from previous generations, and the legacy that we will bestow upon generations to come. Their future depends on the action we take now, and we must not fail them. Forty years from today, when our children and grandchildren look back on what we did at this moment, let them say that we, too, met the challenges of our time and passed on a cleaner, healthier planet.*

*Therefore we, The Gallia County Commissioners, do hereby proclaim April 22, 2010, as Earth Day and encourage all to participate in programs and activities that will protect our environment and contribute to a healthy, sustainable future.*

*IN WITNESS WHEREOF, We have hereunto set our hand this twenty-second day of April, in the year of our Lord two thousand ten.*

*s/Howard J. Foster, President*

*s/Justin L. Fallon, Vice President*

*s/Lois M. Snyder, Member*

**DJFS AGENCY UPDATES**

Director Dana Glassburn updated the Commissioners on the following issues:

- They will be sending 14 caseworkers to training the end of May which is part of the food stamp incentive monies of approximately \$23,000, which can only be used for training and equipment. With these funds, there are specific areas where we can spend the money and we had to prove food stamp accuracy in the expenditures.
- The JFS Director's Association is doing something different this year, part of the membership includes additional training and we will be sending a couple of people to take advantage of this opportunity.
- He distributed a recap of current rent expenses.
- Glassburn advised that they have a summer youth program where we help youth find employment. The idea is to train them in different job duties so they can work towards obtaining a career. We are having a monthly luncheon meeting and grants do not allow any food and the kids are coming right after school. We have been coming up with donations thus far but it is becoming expensive and we are open for suggestions to fund the monthly meals and also provide bottle water for those that work outside this summer. There is an average 30 participants all under the 200% poverty level, (ages 15-18). Commissioners suggested the purchase of individual water coolers for the participants.

OEPA – MEADOWLOOK SEWER

The following were present: Kenny Soles, owner of Technical Assistant in Wastewater Management. Soles serves as the county's certified sewer operator; Health Department Environmental Sanitarian Barb Bradley, Stantec Engineer Gary Silcott, Ohio EPA Dan Messerly & Tim Campbell (Enforcement Supervisor), County Administrator Karen Sprague and Tribune Reporter Michelle Miller.

Messerly advised that the Meadowlook facility has come up on the significant compliance list and we are in the area to view another facility and wanted to meet with you face to face to discuss this facility as well as your future sewerage plans. Commissioner Foster stated that Meadowlook has been a problem for several years and we are in hope that we can get Green Sewer project up and running to take this facility off line. We have made several expensive repairs to keep it up and running thus far. He also advised that we have spent money to reroute the water flow going down by the plant to alleviate over flow issues. County Administrator Sprague also said this is not a low income area and it would take a huge monthly increase to do a major renovation. Our only hope is to abandon the plant and include this into the project Green Township sewer system. Foster also informed those present that we had just signed a binding agreement with the City to move forward with the Green Sewer Project. The City will be accepting and treating the waste of this project and depending on securing funds, could possibly begin construction in November 2012. This project will serve approximately 900 customers.

Silcott asked if findings and orders could be issued which would help funding. Campbell advised that we can issue orders on the Meadowlook area, but if it is already part of the plan it may not help with additional funding. They will write a stern letter and if that is not enough let them know and they will work towards findings and orders.

Foster also stated that in the agreement with the City, there will be a joint committee appointed to aggressively look at the possibilities of putting together a comprehensive regional sewer plant for the county and city. This will allow us to be more progressive in developing a regional sewer plant.

Campbell requested that the Commissioners send a revised letter of their future sewerage plan.

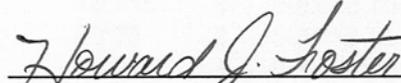
INVESTMENT ADVISORY COMMITTEE

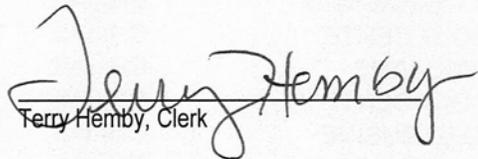
Treasurer Steve McGhee presented the quarterly reports reviewing the financial condition of the county. Reports are on file in the Commissioners Office.

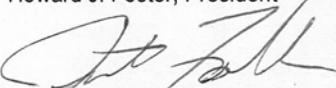
**11:45 a.m. Commissioners left the meeting for lunch at the Farm Bureau Ag Awareness Luncheon at the OSU Extension Office.**

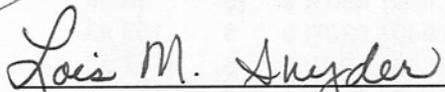
ADJOURN

At 3:58 p.m. President Foster entertained a motion for adjournment. Justin Fallon made and Lois Snyder seconded the motion. Roll call: Mr. Foster, yea; Mr. Fallon, yea; Ms. Snyder, yea.

  
Howard J. Foster, President

  
Terry Hemby, Clerk

  
Justin L. Fallon, Vice-President

  
Lois M. Snyder, Member