INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We Protect Hoosiers and Our Environment.

Mitchell E. Daniels Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
Toll Free (800) 451-6027
www.idem.IN.gov

August 1, 2012

Frank G. Kramer
Ewbank & Kramer
114 West High Street
Lawrenceburg, Indiana 47025

Dear Mr. Kramer:

Re: Dearborn County Regional Sewer District
City of Aurora Interlocal Agreement
City of Harrison, OH Interlocal Agreement

This office is in receipt of your letters dated July 11, 2012 and accompanying copies of Interlocal Agreements with the City of Aurora and the City of Harrison, Ohio. The Agreements appear to comport with Indiana Code 13-26 and Indiana Code 36-1; therefore, the Indiana Department of Environmental Management (IDEM) does not object to these Agreements.

IDEM is aware that the Indiana Office of the Attorney General (OAG) is in receipt of these agreements as well. The OAG's review of these agreements is separate from that of IDEM's, and will result in a separate letter being issued by the OAG in response to their review.

Please feel free to contact me with any questions you may have. I can be reached via e-mail at porourke@idem.in.gov or via telephone at (317) 233-8283.

Sincerely,

Pam O'Rourke, Chief
Operations Section
Surface Water, Operations and Enforcement Branch
Office of Water Quality

cc: Lynne Newlon

EWBANK & KRAMER

ATTORNEYS AT LAW

JAMES H. EWBANK (1865-1961)
GERALD H. EWBANK (1918-1979)

FRANK G. KRAMER
ROBERT J. EWBANK
PATRICIA J. COGHILL
DAVID M. KING

TELEPHONE: (812) 537-2522
FACSIMILE: (812) 537-2531
EMAIL: contact@ewbankkramer.com
www.ewbankkramer.com

July 11, 2012

Ms. Lynn Newlon
Office of Water Quality
Indiana Dept of Environmental Management
100 North Senate Avenue, IGN 1255
Indianapolis, IN 46206-6015

IDEM
OFFICE OF
WATER QUALITY
2012 JUL 13 A 11: 28

Re: Interlocal Agreement
Dearborn County Regional Sewer District – City of Aurora

Dear Ms. Newlon:

Enclosed is an Interlocal Agreement entered into on November 18, 2010, between the City of Aurora, Indiana and the Dearborn County Regional Sewer District. This Agreement is submitted to your office for approval pursuant to I.C. 13-26-5-7(b)(2).

A nearly identical Agreement was entered into between the same parties on April 30, 2007. I am enclosing a copy of correspondence relating to that Agreement.

Finally, enclosed is a copy of my letter to the Indiana Attorney General seeking his approval pursuant to I.C. 36-1-7-4(b).

Thank you for your courtesy in this matter.

Very truly yours,

EWBANK & KRAMER

Frank G. Kramer

FGK:nsh
Enclosure

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this 18 day of November, 2010, by and between the City of Aurora, ("City) and Dearborn County Regional Sewer District ("District").

WITNESSETH:

WHEREAS, the City and District have identified a continuing need for cooperation and assistance to meet sewage treatment needs near the City but located in Dearborn County; in an area designated to be served by the District; and

WHEREAS, the District desires to contract with the City for certain sewage services specifically through this Agreement for Hueseman Road; and

WHEREAS, the City and District have authority to enter into this Agreement pursuant to Indiana Code § 36-1-7 *et. seq.*;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the District agree as follows:

1. Definitions

"City" means the City of Aurora, Indiana, by and through its municipal utility department.

"District" means Dearborn County Regional Sewer District.

2. Scope of Sewage Services

The City and District agree to jointly work together to facilitate sanitary sewage services for up to 40 residential customers on Hueseman Road starting from the intersection of Hueseman Road and US 50 and running south to the intersection of Hueseman Road and Mt. Tabor Road. The parties agree that there is no joint real or personal property under the terms of this agreement and no provisions of this agreement are intended to establish joint real or personal property between the parties.

3. Duties of the City

A. Provide information to potential system customers concerning sewage hook-up fees, connection charges, and utility rates and deposits for each connection;

B. Process sewage hook-up applications at the Aurora Utility Office or as otherwise arranged, and accept as wastewater customers all qualified applicants along Hueseman Road, who comply with City utility customer requirements such as the payment of deposits and delinquent account balances owing the City;

G. The City agrees to waive any tap-in fee and capacity fee during said sixty (60) day period that would otherwise be due from each customer. Thereafter, the connection fees will be in accordance with the City's current fee schedules, including the tap-in fee and the capacity fee.

H. Maintain the sewage lines constructed by the District under this Agreement. However, it is understood the customer will be responsible for maintenance of all lines, pumps and equipment from the customer's home to the tap-in at the main sewage line, except for any maintenance agreed to be provided by the City during a 1 year warranty period.

I. This agreement specifically does not include any right of the District or duty of the City for any other sewage line main extensions.

J. All customers who connect to the sewage lines will be customers of the City and obligated to pay the sewer surcharge until the debt service for the sewage line is paid in full, in addition to the normal sewage rate for Aurora Utility Sewage Service paid by other out-of-city sewage utility customers.

K. All pumps, control panels, electrical wiring and service lines installed in this service area must be installed to specifications approved by the City's Municipal Utilities Superintendent. The City will not accept a tap-in and discharged sewage from any residential customer in this service area who does not install to specifications that are approved in advance of installation by the City Municipal Utility Superintendent.

4. Duties of the District

A. Complete the infrastructure for the sewage lines for Hueseman Road including installation of all taps and valves to each property within the road right of way. This includes monitoring installation, obtaining all necessary permits, completing all repairs and maintenance on the sewage lines until the City accepts by a writing signed by all parties, transfer of ownership interest in the sewage lines to the City within thirty (30) days after construction is completed.

B. Grant to the City the exclusive right to process sewer connection fees for Hueseman Road and to accept as wastewater customers all qualified applicants from Hueseman Road. As the residents hook up to the sewage lines, District shall release the customers from the District and they shall become Aurora Utility customers, and the customer shall be billed for services under the City's current rate schedule for outside city limit customers, and further obligated to pay the sewer surcharge until the debt for the sewage line is paid in full.

C. Obtain all necessary easements for installation of mains, taps and valves to the edge of the road right-of-way for the sewage lines and assign the easements to the City when the sewage lines are installed and the City has accepted in writing, signed by all parties, transfer of ownership interest in the sewage lines to the City.

C. Assess and collect the entire amount of the sewage hook-up fee, from all system customers before hook-up to the sewage system.

D. Bill customers, who connect to the system, in accordance with City policies and procedures;

E. Collect and otherwise process monthly billings and handle customer inquiries regarding the District debt service sewer surcharge from each customer connected to the sewage lines. The amount of the debt service sewer surcharge per customer will be determined by the District prior to any customer hook-ups under this Agreement. The debt service surcharges shall be billed and collected monthly by the City on the customers' utility bill, and a payment for the total paid by all customers will be sent to the District monthly. The customer shall also pay a fee of $1.50 per month, per customer, which shall be retained by the City as a processing fee to cover the costs of administering and collecting the sewage surcharge on behalf of the District. In the application and agreement for service, the customer shall agree in writing to pay the debt service surcharge and processing fee hereunder. The collection of the debt service sewage surcharge will begin the first month following connection of customers to the sewage lines, and shall continue until the construction cost incurred by the District for said sewer line is paid in full. Fees collected by the City for the debt sewage surcharge will be forwarded to the District on a monthly basis.

For monthly utility payments made by a customer, the City will first apply the payment toward the rate for utility usage, then toward the processing fee, then toward the debt service surcharge. The City shall not be responsible for prosecuting or pursuing delinquent claims on the debt service surcharge on behalf of the District.

F. City agrees to make a one time offer to residents for a special connection fee. This special connection fee will be guaranteed by the City for the first sixty (60) days following acceptance of the sewage lines by the City as follows:

Pump, pit, control panel, piping, piping connections, electrical wire and other material costs--Actual costs will be passed to customer with no mark-up (amounts to be determined before installations begin)

Pump and Pit install:	$1,000.00
Service line install:	$2.50 per linear foot
Septic tank abandonment:	$25 per 100 gallons

Customers will need to pay $1,250.00 down with final costs paid upon completion. Customers will be given a 1 year warranty after which time the customer shall pay an independent contractor for all maintenance and repair costs.

Thereafter the connection fees will be in accordance with the City's current fee schedules, including the tap-in fee and the capacity fee.

D. Assign to the City collection and enforcement rights for a monthly surcharge for debt service on the sewage lines until the sewage line debt service has been extinguished. This assignment does not obligate the City to pay for the sewage lines or to make up a deficiency in the monthly payments anticipated by the District, for these sewage customers who fail to pay their utility bills or fail to connect to the sewage lines.

E. Complete all of the enforcement actions necessary to force customers to connect to the sewage lines in accordance with local, county, state and federal laws.

F. Ensure that the sewage lines have at least a one (1) year warranty from the contractor responsible for installation and repair of the same during the warranty period.

G. Assign the warranty to the City at the same time as it transfers ownership interest in the sewage lines to the City.

H. Provide on-site monitoring of installation of the sewer lines and provide a copy of all inspection reports to the City.

I. Provide copies of all plans and specifications to the City for installation of the sewage lines.

7. Authorizations for Disconnection or Refusal to Connect

As a condition of accepting the responsibility of processing applications, billing wastewater customers for sewage line debt service surcharges, and accepting customers on the sewage lines, the City shall be authorized to:

A. Disconnect or refuse to reconnect wastewater utility service for any of the following reasons:

(i) failure to meet the applicable provision of City or District ordinances;

(ii) violation of the regulations pertaining to utility service;

(iii) nonpayment of wastewater utility bills;

(iv) tampering with any meter, seal, or other equipment controlling or regulating the supply of wastewater utility service;

(v) willful or negligent waste of wastewater service due to improper or imperfect pipes, fixtures, appliances or otherwise on the customer's side of the system;

(vi) theft or diversion and/or use of wastewater utility service without payment;

(vii) vacancy of service premises

B. Decline or cease to furnish utility service to any person or customer who may be in debt to the City for any reason except for property taxes and special assessments;

C. File a utility lien on the service property;

D. Pursue any other collection remedies in accordance with applicable law.

8. Effective Date and Duration of Agreement

A. The effective date of this agreement will be the later of the completion of the following tasks regarding this agreement by each of the parties:

1) adoption by ordinance or resolution of each party (I.C. 36-1-7-2(a);

2) approval by Indiana Department of Environmental Management (I.C. 13-26-5-7(b)(2);

3) approval by Indiana Attorney General (I.C. 36-1-7-4(b))

4) recording in the records of the recorder of Dearborn County (IC 36-1-7-10(1));

5) transfer of ownership interest in the sewer lines to the City

B. The District will file the recordings required in paragraph 4.

C. Within sixty (60) days after it takes effect, the agreement shall be filed with the Indiana State Board of Accounts for audit purposes. (IC 36-1-7-6). The City Clerk-Treasurer will file the agreement with the Indiana State Board of Accounts.

9. Insurance, Waivers and Indemnification

Each party is required to maintain adequate liability insurance and shall indemnify and hold the other harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the other and its employees or agents under this agreement.

By entering into this agreement, neither party waives sovereign immunity defenses or any other limitation of liability. No provision of this agreement is intended to modify or waive any provision of the Indiana Tort Claims Act and any amendments thereto.

10. Joint Board & Dispute Resolution

Pursuant to IC 36-1-7-3(5)(B), the parties to this agreement establish a joint board consisting of the following:

a. City representative: Mayor

b. District representative: President of the Board

The joint board shall meet as necessary to accomplish the terms and conditions of this Agreement.

The City and the District agree that all disputes or disagreements arising under this agreement which are not resolved at the staff level by the parties shall be handled as follows:

The joint board shall meet and agree to the appointment of a mediator who shall proceed to mediate the dispute. Such action shall be required before the commencement of any litigation.

11. Financing

Each party is responsible for its own financing, staffing and budgeting to accomplish the purposes of this agreement, unless otherwise stated herein.

The intent of the parties is that all capital improvement costs to complete the installation and connections under this agreement will be paid by the District and/or the customers. The City is not expected to incur any out-of-pocket expenses for these improvements and connections during the construction, connection and tap-in phases of this project that will not be reimbursed by the District and/or the customers.

12. Miscellaneous

A. This agreement shall not be amended except by written instrument executed by the parties.

B. This agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this agreement.

C. If any provisions of this agreement are deemed by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

D. Headings in this agreement are for informational purposes only and are not intended to provide additional rights or obligations of the parties.

E. The agreement shall be interpreted in accordance with the laws of the State of Indiana.

Date of Execution shall be when the last party to the agreement has signed the agreement upon proper action by the respective governing boards.

City of Aurora, Indiana
By: _____
Donnie Hastings, Jr.
Mayor

Attest: _____
Dennis Kinnett, Clerk-Treasurer

Dearborn County Regional Sewer District
By: _____, President
Steven Renihan,
President

Attest: _____ Secretary
Brett Fehrman, Secretary

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Donnie Hastings, Jr. and Dennis Kinnett, as Mayor and Clerk-Treasurer, respectively, of City of Aurora, Indiana, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 1 day of November, 2010.

_____
Jeffrey E. Stratman, Notary Public
Residing in Dearborn County, Indiana
Commission Expires: April 5, 2016

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Steven Renihan and Brett Fehrman, as President and Secretary, respectively, of Dearborn County Regional Sewer District, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 18 day of November, 2010.

Frank G. Kramer - Notary Public

My Commission Expires:

Novemer 29, 2008

THIS INSTRUMENT PREPARED BY:

FRANK G. KRAMER
EWBANK & KRAMER
114 West High Street
Lawrenceburg, IN 47025-4200
Phone: (812) 537-2522

I AFFIRM UNDER PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

FRANK G. KRAMER

DONNIE HASTINGS, JR.
Mayor

RANDY C. EAGLIN
Clerk-Treasurer

KIMBERLY SCHMALTZ
City Attorney

FRED SCHMITS
City Judge

RICK GRUBBS
Code Enforcer

HISTORIC AURORA
INDIANA

P.O. Box 158 Third & Main Streets
Aurora, Indiana 47001
(812) 926-1777
Fax (812) 926-4157
www.aurora.in.us

Members of Council:
CHARLES THAYER

JOHN E. BORGMAN

MIKE CRIDER

BOB BUFFINGTON

FRED LESTER

April 30, 2007

COPY

Indiana State Board of Accounts
302 West Washington Street
Room E418
Indianapolis, Indiana 46204-2765

Via Certified Mail with Return Receipt
#7005 3110 0004 1498 3357

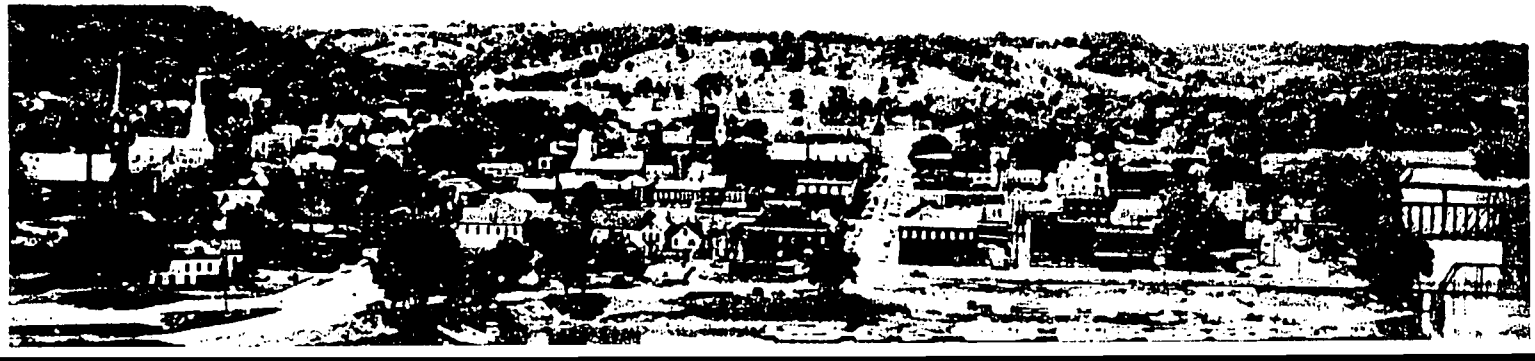
Dear Ladies & Gentlemen:

Enclosed please find an Amended Interlocal Agreement dated February 19, 2007 by and between the City of Aurora and Dearborn County Regional Sewer District for sewer services to Cole Lane and Stewart Street in Dearborn County, Indiana and the ordinances approving the same as passed by the respective entities. The interlocal agreement has already received approval from IDEM and the State Attorney General's office. We are providing this to you as required under Indiana law.

Sincerely,

Randy Eaglin
Clerk-Treasurer

cc: Frank Kramer – Attorney for Dearborn County Regional Sewer District
Kimberly Schmaltz – Attorney for the City of Aurora



EWBANK & KRAMER

ATTORNEYS AT LAW

OFFICE OF
WATER QUALITY

JAMES H. EWBANK (1865-1961)
GERALD H. EWBANK (1918-1979)

FRANK G. KRAMER
ROBERT J. EWBANK
PATRICIA J. COGHILL
DAVID M. KING

2012 JUL 16 A 11: 23

TELEPHONE: (812) 537-2522
FACSIMILE: (812) 537-2531
EMAIL: contact@ewbankkramer.com
www.ewbankkramer.com

July 11, 2012

Ms. Lynn Newlon
Office of Water Quality
Indiana Dept of Environmental Management
100 North Senate Avenue, IGN 1255
Indianapolis, IN 46206-6015

Re: Interlocal Agreement
Dearborn County Regional Sewer District – City of Harrison, OH

Dear Ms. Newlon:

Enclosed is an Interlocal Agreement entered into on November 16, 2010, between the City of Harrison, Ohio and the Dearborn County Regional Sewer District. This Agreement is submitted to your office for approval pursuant to I.C. 13-26-5-7(b)(2).

Finally, enclosed is a copy of my letter to the Indiana Attorney General seeking his approval pursuant to I.C. 36-1-7-4(b).

Thank you for your courtesy in this matter.

Very truly yours,

EWBANK & KRAMER

Frank G. Kramer

FGK:nsh
Enclosure

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into on this 16th day of November, 2010, by and between the City of Harrison, Ohio ("City"), and Dearborn County Regional Sewer District ("District").

WITNESSETH:

WHEREAS, the City and the District have identified a continuing need for cooperation and assistance to meet sewage treatment needs near the City; in an area designated to be served by the District; and

WHEREAS, the District desires to contract with the City for certain sewage services specifically through this Agreement along State Street from Dair Street to Thomas Lane in West Harrison, Indiana (hereinafter "the West Harrison Area") and continuing to the vicinity of I-74 and U.S. 52 in Dearborn County, Indiana (hereinafter "the Development Area"); and

WHEREAS, the City has authority to enter into this Agreement pursuant to R.C. §715.40 and the District has authority to enter into this Agreement pursuant to I.C. 13-26-5-2(2);

NOW THEREFORE, in consideration of the terms and conditions contained herein, the City and the District agree as follows:

1. Definitions

"City" means the City of Harrison, Ohio.

"District means" Dearborn County Regional Sewer District.

2. Scope of Sewage Services

The City and the District agree to jointly work together to facilitate sanitary sewage services to the West Harrison Area and the Development Area. The District desires to install infrastructure in the Development Area to allow sanitary sewer service at a reasonable and competitive cost to potential users. The City desires to upgrade infrastructure in the West Harrison Area to enable City to receive effluent from the Development Area and to provide sanitary sewer service at a reasonable cost to potential users. The parties agree that there is no joint real or personal property under

the terms of this Agreement and no provisions of this Agreement are intended to establish joint real or personal property between the parties.

3. **Duties of the City**

A. Provide information to potential system customers concerning sewage hook-up fees, connection charges, and utility rates and deposits for each connection;

B. Process sewage hook-up applications at the Harrison Utility Office or as otherwise arranged, and accept as wastewater customers all qualified applicants, who comply with City utility customer requirements such as the payment of deposits and delinquent account balances owing the City;

C. Assess and collect the entire amount of the sewage hook-up fee, from all system customers before hook-up to the sewage system.

D. Accept, treat and dispose of the sanitary sewage in accordance with all federal and state regulations governing the same.

E. Bill customers, who connect to the system, in accordance with City policies and procedures. Customers in the Development Area shall be charged the same permit fees, sanitary sewer system access fees, monthly sewer rates and all other charges and assessments as are charged by the City for sewer services to owners of improved property within the corporate limits of City.

F. Owners of property in the Development Area not connected to the sewer line shall not be billed for sanitary sewer availability charges. Said owners shall be exempt from said charges until they are connected to the sewer line.

G. Collect and otherwise process monthly billings and handle customer inquiries regarding the District Investment Recovery Fees from each customer in the Development Area connected to the sewage lines in the amount of as shown on the attached "Exhibit A". In the application and agreement for service, the customer shall specifically agree to pay the Investment Recovery Fees. The collection of the Investment Recovery Fees will begin the first month following connection of customers to the sewage lines and shall continue until the construction cost incurred by the District for said sewer line improvements is paid in full. Fees collected by the City for the Investment Recovery Fees will be forwarded to the District on a monthly basis, minus the sum of $50.00 per month to be retained by the City for fees and costs.

I. Maintain the sewage lines constructed by the District in the West Harrison Area and the Development Area under this Agreement.

J. This Agreement specifically does not include any right of the District or duty of the city for any other sewage line main extensions. Construction of laterals to the main sewer line shall be the subject of separate Interlocal Agreements.

4. Duties of the District

A. Complete the infrastructure for the sewage lines for the West Harrison Area and the Development Area including installation of all taps and valves to each property within the road right of way. Infrastructure in the Development Area shall include a lift station in the vicinity of Johnson Fork Road or as determined by the District within the Development Area. Also included is monitoring installation, obtaining all necessary permits, completing all repairs and maintenance on the sewage lines until sewer line is placed in service. Ownership of the sewer lines in the Development Area shall be with the District. Ownership of the sewer lines in the West Harrison Area shall remain with the City.

B. Grant to the City the exclusive right to process sewer connection fees for the Development Area. As the residents hook up to the sewage lines in the Development Area, District shall release the customers from the District and they shall become Harrison Utility customers.

C. Obtain all necessary easements for installation of mains, taps and valves to the edge of the road right-of-way for the sewage lines

D. Assign to the City collection and enforcement rights for a monthly surcharge for Investment Recovery Fees in the Development Area until the cost of the sewer line improvements has been paid in full to the District. This assignment does not obligate the city to make up a deficiency in the monthly payments anticipated by the District for those sewer customers who fail to pay their utility bills or fail to connect to the sewage lines.

E. Ensure that the sewage lines have a least a one (1) year warranty from the contractor responsible for installation and repair of the same during the warranty period.

F. Provide on-site monitoring of installation of the sewer lines and provide a copy of all inspection reports to the City.

G. Provide copies of all plans and specifications to the City for installation of the sewage lines.

7. Authorizations for Disconnection or Refusal to Connect

As a condition of accepting the responsibility of processing applications, billing wastewater customers for sewage line debt service surcharges, and accepting customers on the sewage lines, the City shall be authorized to:

A. Disconnect or refuse to reconnect wastewater utility service for any of the following reasons:

(i) Failure to meet the applicable provision of City or District ordinances;
(ii) Violation of the regulations pertaining to utility service;
(iii) Nonpayment of wastewater utility bills;
(iv) Tampering with any meter, seal, or other equipment controlling or regulating the supply of wastewater utility service;
(v) Willful or negligent waste of wastewater service due to improper or imperfect pipes, fixtures, appliances or otherwise on the customer's side of the system;
(vi) Theft or diversion and/or use of wastewater utility service without payment;
(vii) Vacancy of service premises.

B. Decline or cease to furnish utility service to any person or customer who may be in debt to the City for any reason except property taxes and special assessments;

C. File a utility lien on the service property;

D. Pursue any other collection remedies in accordance with applicable law.

8. Effective Date and Duration of Agreement

A. The effective date of this Agreement will be the later of the completion of the following tasks regarding this Agreement by each of the parties:

1. Approval of this Agreement by the Town Board of West Harrison, Indiana.
2. Approval of this Agreement by OKI Regional Council of Governments.
3. Adoption by ordinance or resolution by each party.
4. Recording in the records of the appropriate public offices.

B. Each party will file the recordings required in their respective jurisdictions.

9. Insurance, Waivers and Indemnification.

Each party is required to maintain adequate liability insurance and shall indemnify and hold the other harmless from any claim for personal injury or property damage including attorney fees resulting from the negligence of the other and its employees or agents under this Agreement.

10. Joint Board and Dispute Resolution

The parties to this Agreement agree to establish a joint board consisting of the following;

a. City representative: Mayor
b. District representative: President of the Board

The joint board shall meet as necessary to accomplish the terms and conditions of this Agreement.

The City and the District agree that all disputes or disagreements arising under this Agreement which are not resolved by the joint board shall be resolved through the application of the rules and hearing procedures of the American Arbitration Association. The party failing to prevail shall be responsible for all costs of the proceeding, including attorneys fees and any other expenses associated with the hearing.

11. Financing

Each party is responsible for its own financing, staffing and budgeting to accomplish the purposes of this Agreement, unless otherwise stated herein.

12. Miscellaneous

A. This Agreement shall not be amended except by written instrument executed by the parties.

B. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in this Agreement.

C. If any provisions of this Agreement are deemed by a court of competent jurisdiction to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

D. Headings in this Agreement are for informational purposes only and are not intended to provide additional rights or obligations of the parties.

E. The Agreement shall be interpreted in accordance with the laws of the State of Ohio as it relates to the West Harrison Area, and in accordance with the laws of the State of Indiana as it relates to the Development Area. All issues relating to sewage treatment shall be interpreted in accordance with the laws of the State of Ohio.

Date of Execution shall be when the last party to the Agreement has signed the Agreement upon proper action by the respective governing boards.

City of Harrison, Ohio

By: _____
Joel McGuire
Mayor

Attest: Carol Wiwi
Carol Wiwi, Clerk

District

By: _____
Steve Renihan
President

Attest: _____
Brett Fehrman
Secretary

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Before me, a Notary Public residing in Hamilton County, Ohio, personally appeared the within named Joel McGuire and Carol Wiwi, as Mayor and Clerk, respectively, of City of Harrison, Ohio, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 16 day of November, 2010.

Dawn Y Marlowe
Notary Public

My Commission Expires:
April 30, 2011

NOTARIAL SEAL STATE OF OHIO

DAWN Y. MARLOWE
Notary Public State of Ohio
My Commission Expires April 30, 2011

Date of Execution shall be when the last party to the Agreement has signed the Agreement upon proper action by the respective governing boards.

City of Harrison, Ohio

By: _____
Joel McGuire
Mayor

Attest: _____
Carol Wiwi, Clerk

District

By: Steven J. Renihan, President
Steve Renihan
President

Attest: R. Brett Fehrman, Secretary
Brett Fehrman
Secretary

STATE OF OHIO, COUNTY OF HAMILTON, SS:

Before me, a Notary Public residing in Hamilton County, Ohio, personally appeared the within named Joel McGuire and Carol Wiwi, as Mayor and Clerk, respectively, of City of Harrison, Ohio, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this ____ day of November, 2010.

_____
Notary Public

My Commission Expires:

_____

STATE OF INDIANA, COUNTY OF DEARBORN, SS:

Before me, a Notary Public residing in Dearborn County, Indiana, personally appeared the within named Steve Renihan and Brett Fehrman, as President and Secretary, respectively, of Dearborn County Regional Sewer District, who acknowledged the execution of the foregoing document as and for their voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and signature this 18 day of November, 2010.

Notary Public

My Commission Expires:

Nov. 29, 2016