

ORDINANCE NO. 32-70

By: *W. Addison*

To authorize the Mayor to execute an agreement with the City of Columbus providing for the furnishing of water by it to the City of Bexley, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor, on behalf of the City of Bexley, Ohio, be and he hereby is authorized and directed to execute an agreement with the City of Columbus, Ohio for the furnishing of water to the City of Bexley, Ohio, said agreement to be substantially the same as the agreement attached hereto and made a part hereof.

Section 2. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety, said emergency being that the City must furnish water to its residents and has no contract, and said ordinance shall go into immediate force and effect upon its passage and approval by the Mayor.

Passed: October 27th, 1970

W. J. Bell
President of Council
Pro-Tem

Attest:

C. R. ...
Clerk of Council

Approved: October 27th, 1970

K. P. McClure
MAYOR

*granted
10-28-70*

CONTRACT
between

THE CITY OF COLUMBUS, OHIO

and

THE CITY OF BEXLEY, OHIO

THIS CONTRACT, made and entered into by and between the City of Columbus, Ohio, a municipal corporation, and the City of Bexley, Ohio, a municipal corporation, this _____ day of _____ 19__.

W I T N E S S E T H:

Section 1.

The City of Columbus shall, for the consideration hereinafter stated, furnish to the City of Bexley, surplus water from the municipal water system of said City, for the period from September 1, 1970 through August 31, 1990, providing, however that on and after January 1, 1981 this contract and the obligations here under may be terminated by either party after first having given three (3) years notice to the other party. On January 1, 1991 or on the date this contract is terminated if such date precedes January 1, 1991, unless a new contract has been executed any and all obligations on the part of the City of Columbus, Ohio, to furnish water shall cease.

Section 2.

Such water to be delivered by said City of Columbus to said City of Bexley in pipes to be furnished and laid by said City of Bexley at its own cost and expense. The Director of Public Service of the City of Columbus shall determine the place or places where the water mains of the City of Columbus shall be tapped and connected with the mains of the City of Bexley.

The actual work of making such connections shall be done by the Division of Water of the City of Columbus and paid for by the City of Bexley at the actual cost of labor and material plus twenty five (25) percent.

The water so furnished is to be measured by meters of a type and capacity approved by the Director of Public Service of the City of Columbus, and said meters are to be set according to standard plans and specifications as required by the Division of Water of the City of Columbus. Such meters shall be installed in an adequate protective structure immediately adjacent to but within the corporation line of the City of Bexley at a cost and expense of the City of Columbus. Such meters shall be maintained by and at the expense of the City of Columbus.

Section 3.

All pipes, valves, hydrants and meters for conducting such water supply, shall be furnished, installed, and maintained by said City of Bexley, at its own cost and expense, and any extension to said Bexley water system, during the life of this contract, shall be submitted to and approved by the Director of Public Service of the City of Columbus, but the said City of Bexley is not thereby to be relieved of responsibility for the proper installation and maintenance, or, create any liability on the part of said City of Columbus. Such approval or rejection fully supported by evidence showing that the plans and specifications vary from the current City of Columbus specifications shall be made by the Director of Public Service within thirty (30) days after detailed plans and specifications have been submitted by the City of Bexley; otherwise, the City of Bexley may proceed with construction without prejudice in full conformity with such plans and specifications. The City of Bexley will submit a copy of a set of plans as built for all water lines installed in the City of Bexley to the Division of Water of the City of Columbus, Ohio, for record purposes. No cross-connections shall be made or permitted with any other water supply than that of the City of Columbus. Section 1105.11 of the Columbus City Codes, 1959, as amended, shall not apply to lines built by the City of Bexley, or by authorization of the City of Bexley.

Section 4.

Said City of Bexley shall have the right to use said water for all municipal purposes and to supply to the inhabitants thereof within the corporate limits of the City of Bexley as these limits exist on the day of the execution

of this contract, upon terms and conditions approved by and subject to the control of the Director of Public Service and the City Council of said City of Columbus.

Such supply shall not be permitted to be used for air conditioning units in excess of five (5) ton unless the said unit recirculates the water.

No usage by any industrial consumer in excess of one thousand cubic feet in any twenty-four (24) hour period, except that used for domestic and sanitary facilities, shall be permitted without specific written approval of the Director of Public Service of the City of Columbus. Any industrial consumer will be permitted to recirculate the water necessary to stay within the limits outlined above.

Section 5.

Said City of Columbus reserves the right at any time to tap the water lines of said City of Bexley for the purpose of supplying water to territories north, south, east or west of said City of Bexley, provided, that all water so taken from the Bexley supply shall be metered, and said metering and all water used through said meters shall be without expense to the City of Bexley. All meters shall be furnished and maintained by the City of Columbus in accordance with Ordinances, Rules and Regulations of the City of Bexley.

Section 6.

Nothing contained herein, however, shall be construed so as to hold the City of Columbus liable for lack of adequate water supply and pressure within the corporation limits of the City of Bexley due to any inadequacy on the part of the distribution system of the City of Bexley, nor due to any inadequacy of the water supply or distribution system of the City of Columbus.

Section 7.

The aforesaid meters shall be read by meter readers of the City of Columbus. Twenty-four (24) hours notice of the meter readings shall be given the Superintendent of Water of the City of Bexley and he, or his representatives, shall have the right to accompany the meter readers of the City of Columbus when said readings are taken. The amount of water consumed shall be computed and a bill presented to the City of Bexley not to exceed four times annually. Said City of Bexley shall, within thirty (30) days after the bill is mailed, make payment thereof in full to the Treasurer of the City of Columbus. The water rates to be charged to the City of Bexley for water furnished pursuant to this contract, shall be based upon the prevailing rate or rates of charge for water consumers within the City limits of Columbus, as such rates or rates are amended from time to time, plus twenty (20) percent of such rate or rates. In the event of failure of any meter the amount of water consumed shall be estimated by the Superintendent of the Division of Water, the City of Columbus, Ohio. Such estimates shall be based on the average daily consumption used during any similar period.

Section 8.

All services, all plumbing and all other work which forms a part of the water distribution system of the City of Bexley shall be constructed and maintained in accordance with and subject to the ordinances, rules and regulations for the management and protection of the water division of the said City of Columbus, now in force or those which may hereafter be enacted by the City of Columbus and shall be applicable to all of the territory at present embraced by the City of Bexley, or that which may hereafter be annexed thereto. It is further agreed that the City of Columbus shall be given permission and power to enforce the said rules and regulations in accordance with the General Code of the State of Ohio and the Charter of the City of Columbus.

Section 9.

When requested by the City of Bexley the City of Columbus, will make taps for the City of Bexley as the work load of the City of Columbus will permit rendering of such service.

Before any taps are installed by the City of Columbus, the party requesting such service shall procure a permit from the Superintendent of Water of the said City of Bexley. The permit shall state the location and size of the proposed connection and shall authorize the City of Columbus to open the street

for the purpose of installing such service, which shall be subject to the approval of the Director of Public Service of the City of Columbus.

The cost of making service connections shall be charged to the City of Bexley at a rate not to exceed ten (10) percent more than that in the prevailing City of Columbus schedule of rates for similar size connections laid in similar kinds of streets.

Section 10.

It is further agreed that on or before the first day of February of each year, the City of Bexley shall furnish the Superintendent of the Division of Water of the City of Columbus, a report stating the kind, size and location of all water pipe, valves and fire hydrants laid or placed, and the number, size and location of all service connections made during the preceding year.

Section 11.

It is further agreed that where the premises in the City of Bexley are supplied direct from mains belonging to the City of Columbus or from the City of Bexley mains which are not metered, the owners or occupants of such premises shall pay direct to the City of Bexley for all water so consumed, that the City of Bexley shall pay to the City of Columbus at the contract rate for water consumed by such premises. The meters shall be furnished and maintained by the City of Bexley in accordance with ordinances, rules and regulations of the City of Columbus.

Section 12.

It is further agreed between the parties hereto that if any consumer in the City of Bexley, who shall pay direct to the City of Bexley in accordance with Section 11 of this agreement, neglects or refuses to make payment as required then in that case the City of Columbus shall have the right to shut off the water supply without any notice when requested to do so by the City of Bexley. It is further agreed that if any consumer in the City of Bexley violates any of the within mentioned agreements, or any ordinances, rules or regulations of the City of Columbus for the management and protection of the City of Columbus Water Division, then, in that case the City of Columbus shall have the right to shut off the water supply from such consumer without any notice and the City of Bexley shall pay to the Division of Water, City of Columbus, any damages caused to the City of Columbus by any person in the City of Bexley in pursuance to the foregoing.

Section 13.

It is further agreed and understood that for the purpose of making repairs and connections to its mains or to those of the City of Bexley, the City of Columbus reserves the right to shut off the water temporarily upon reasonable notice to the Superintendent of Water of said City of Bexley. In case of accidents, however, it is agreed and understood that the City of Columbus reserves the right to shut off water immediately and without notice. Under no circumstances will the City of Columbus be held liable or responsible for any damage that may result to the City of Bexley or the inhabitants thereof due to any necessary discontinuance of water as provided in this Section. The City of Bexley shall save the City of Columbus free and harmless from any and all damages and shall defend at its own cost every suit in which the City of Columbus may be made a party brought for the recovery of any such damages and shall pay any judgment recovered against said City of Columbus by reason thereof.

Section 14.

In the event that the City of Columbus, subsequent to the date of the agreement, shall agree to furnish like services to any other political subdivision at a lower rate of charges than established in this contract, said lower rate of charges shall automatically become the rate of charges for furnishing water to the City of Bexley and the inhabitants thereof for such lengths of time as they shall prevail in said other political subdivision contract.

Section 15.

During the term of this Contract, the City of Bexley, grants to the City of Columbus the right to enter into the corporate limits of the City of Bexley and its streets, highways and alleys, for all purposes of this contract and for the further purpose of any construction which may be deemed necessary for the total water system of the City of Columbus by the Director of Public Service of

the City of Columbus, including but not being limited to the corporate area of the City of Bexley. The plans and specifications for the laying and extension of such large feeder mains shall be submitted to the City of Bexley for approval from an engineering standpoint. Such approval from an engineering standpoint, or rejection fully supported by engineering reasons, therefor, shall be made by the City of Bexley within thirty (30) days after submission of said plans and specifications; otherwise, the City of Columbus may proceed with construction without prejudice in full conformity with such plans and specifications. The City of Columbus pledges itself to make such installations at its own expense and to restore all streets, highways or alleys to the extent practical to the same condition in which they were found prior to such installations. During the period of this contract, the City of Bexley shall have the right to connect any of its water lines to any water lines installed by the City of Columbus within or adjacent to the corporate limits of the City of Bexley. The right to preserve, maintain and repair any facility so constructed shall continue after the expiration of this Contract and the ownership remain in the City of Columbus.

During the life of this contract the City of Bexley shall have the right to connect any of its water mains of its distribution system to any feeder mains of the City of Columbus, provided, however, that the Director of Public Service of the City of Columbus may refuse such right when in his judgment such mains are of insufficient capacity to serve the proposed water service area. The actual work of making such connections shall be done by the Division of Water of the City of Columbus, and paid for by the City of Bexley at the actual cost of labor and materials plus twenty-five (25) percent.

Section 16.

It is further agreed that if the City of Bexley neglects to comply with or violates any of the terms or conditions of this contract, the City of Columbus shall notify the City of Bexley in writing of such neglect or violation and said non-compliance or violation shall be corrected within ninety (90) days after the issuance of such notice to the City of Bexley. If the City of Bexley fails to comply after such notice of violation within the ninety (90) day period specified above the City of Columbus shall have the right to shut off the water supply of the City of Bexley.

Section 17.

It is further agreed that the City of Bexley shall enforce all of the applicable sanitation and emergency conservation rules and regulations of the City of Columbus against the individual water consumers within the areas to be furnished water by the City of Columbus pursuant to this contract; provided, however, that if the City of Bexley should neglect to enforce any of such rules and regulations, the City of Columbus, through its duly authorized agents, is hereby expressly authorized to take whatever means may be necessary to enforce said rules and regulations.

Section 18.

This contract shall supersede and cancel any previous agreements and/or contracts concerning water service.

IN WITNESS WHEREOF, the City of Columbus by its Director of Public Service, and the City of Bexley, Ohio, by its Mayor and Clerk, have hereunto set their signatures on the day and year first above written.

THE CITY OF COLUMBUS, OHIO

APPROVED AS TO FORM:

By _____
Director of Public Service

City Attorney
City of Columbus, Ohio

THE CITY OF BEXLEY, OHIO

Howard C. Park
Solicitor
City of Bexley, Ohio

By R. D. Miller
Mayor of Bexley

By [Signature]
City Clerk of Bexley