

ORDINANCE NO. 17-71

By: Adkinson

To authorize the Mayor to execute a sewer contract with the City of Columbus, Ohio, 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 a sewer contract with the City of Columbus, the form of the same to conform to the contract 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 has no existing contract for sewer services, and said ordinance shall go into immediate force and effect upon passage and approval by the Mayor.

Passed: May 25th, 1971

J. Roth
President of Council

Attest:

C. K. Curtis
Clerk of Council

Approved: May 25th, 1971

K. D. McClure
MAYOR

noted
5-26-71

Bob Roush
222-7490

D-3.5.2

AGREEMENT

To provide for the discharge of sewage, industrial wastes, water or other liquid wastes from the City of Bexley, Ohio, into, and the transportation, pumping and treatment of the same, by the sewerage system and the sewage treatment works of the City of Columbus, Ohio, as hereinafter provided; now, therefore,

This Agreement made and entered into May 25th, 1971 by and between the City of Columbus, Ohio, party of the first part, and the City of Bexley, Ohio, party of the second part, providing for the discharge of sewage, industrial wastes, water or other liquid wastes from the City of Bexley, Ohio, into and the transportation, pumping and treatment of said sewage, industrial wastes, water or other liquid wastes, by the sewerage system and sewage treatment works of the City of Columbus.

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and in accordance with the applicable Provisions of Chapter 1147, Columbus City Code, 1959, as amended, and of Ordinance No. 628-71 passed May 3, 1971 by the Council of the City of Columbus, the parties hereto agree as follows:

Section 1.

That, subject at all times to the Provisions of Article XVIII, Section 6, of the Constitution of Ohio, the City of Bexley, Ohio, shall have the right and obligation, under the applicable Provisions of the aforesaid Ordinance and throughout the effective period of this Agreement, to discharge all sewage, industrial wastes, water or other liquid wastes from its sanitary sewers, either directly or indirectly, or both, into the sewerage system of the City of Columbus, Ohio and to have the same transported, pumped and treated by the sewerage system and sewage treatment works of the City of Columbus, provided, however,

(a) That the City of Bexley, Ohio shall have adopted such legislation as may be necessary to authorize the execution of this Agreement and to cause compliance with Chapter 1147, Columbus City Code, 1959 as amended.

(b) That the City of Bexley, Ohio, agrees to prohibit the direct or indirect discharge of subsoil drains into the sanitary sewers.

(c) That the City of Bexley, Ohio agrees that it will not at any time knowingly cause or permit storm water or roof water leaders to be led into or connected with the separate or sanitary system of sewers, or let into or connected with any soil pipe, house drain or house sewer tributary to the separate or sanitary system of sewers.

(d) That the City of Bexley, Ohio, agrees it will not knowingly discharge or permit to be discharged into any sewer or into any watercourse, ditch, or drain leading into any sanitary sewer, any acid, chemical or other substance, which tends to or does destroy or in any way injures the sewer or which in any way interferes with proper maintenance of facilities and the transportation, treatment or disposition of any sewage carried or drained through any sewer in the City of Columbus.

(e) That the City of Bexley, Ohio, agrees it will not knowingly discharge, cause or permit to be discharged directly or indirectly into any sewer, any kerosene, gasoline, benzine, naphtha or any explosive or inflammable chemical, substance or thing.

(f) That the City of Bexley, Ohio, agrees the requirements set forth in Paragraphs (b), (c), (d), and (e), above shall apply to all premises in the City of Bexley, Ohio, which are or later become tributary directly or indirectly to the sewerage system of the City of Columbus to the same extent and degree as they apply within the City of Columbus, provided, however, that the measures or manner by which such performance standards or requirements are achieved or enforced shall be the obligation of the City of Bexley, Ohio.

The City of Bexley, Ohio, agrees to correct or cause to be corrected any violation of the performance standards and requirements so established. Nothing in this Provision shall be construed to limit in any way the right of the City of Bexley, Ohio to establish standards or performance requirements more restrictive than those established by the City of Columbus.

(g) That the City of Bexley, Ohio agrees that standards for the construction of all house sewers and service connections to the City of Bexley, Ohio sewerage system shall equal or exceed the standards governing such work in the City of Columbus and meet requirements of this contract.

(h) That the City of Bexley, Ohio agrees the design, construction, operation, use and maintenance of its sanitary sewers, house services and connections in the City of Bexley, Ohio, including all connections to the sewerage system of the City of Columbus, shall be performed at the entire expense of the City of Bexley, Ohio.

The design, construction, operation, use and maintenance of all such sanitary sewers of the City of Bexley, Ohio shall equal or exceed in all respects the standards and practices of the City of Columbus.

All main sanitary sewers and connections to serve areas within the City of Bexley, Ohio shall be constructed in accordance with the detailed plans and specifications which have been approved from an engineering standpoint by the Chief Sewerage Engineer and the Director of Public Service of the City of Columbus, Ohio, provided that such approval from an engineering standpoint, or disapproval supported by engineering reasons therefore, shall be made by the Chief Sewerage Engineer and the Director of Public Service of the City of Columbus, Ohio, within thirty (30) days after said plans and specifications have been submitted for final approval by the City of Bexley, Ohio; otherwise, the City of Bexley may proceed with or authorize construction in full conformity with such plans and specifications. Engineering supervision and inspection of such construction shall be by the City of Bexley, Ohio.

Upon completion of such work and not later than sixty (60) days thereafter, accurate record drawings showing the work as actually constructed shall be filed by the City of Bexley, Ohio with the Chief Sewerage Engineer. Contract plans and record drawings shall show such information as necessary to determine the charges in accordance with Paragraph (i).

(i) That the City of Bexley, Ohio agrees that for all properties or premises connected into Bexley sanitary sewers after the effective date of this Agreement, a system-capacity charge for main trunk sanitary sewer benefit for each premise or property connected to the Bexley sanitary sewers shall be collected and remitted to the City of Columbus. Such remitted charge shall be equal to one-third of the system capacity charge which may from time to time be similarly levied and collected for each premise or property connected to the sewerage system within the City of Columbus. To compute the obligation of the City of Bexley, Ohio to the City of Columbus for such main trunk sanitary sewer benefits such obligation shall be based upon connections of any and all property or premises which are located within the corporate limits of the City of Bexley, Ohio. Such obligation of the City of Bexley, Ohio shall accrue to the City of Columbus upon issuance of a permit to connect such property or premise to the sewer. The obligation of the City of Bexley, Ohio shall be computed on dwelling, commercial and industrial units as computed by the City of Columbus for similar properties as established by Ordinance from time to time. That a deduction may be made from the system capacity charge herein imposed, whenever, and to the extent that, the owner of the property concerned can show that a special assessment or similar trunk and sanitary sewer benefit charge has been paid, provided that such deduction shall be limited to the amount of such original payment, and shall not exceed the amount of the charge hereby imposed. Such deductions shall not include special assessments for lateral sanitary sewer benefits. Payment of accrued obligations of the City of Bexley, Ohio shall be quarterly with the first payment due three months after the effective date of this Agreement and subsequent payments due each three months thereafter.

(j) That the City of Bexley, Ohio agrees to establish a system of sewer service and connection permits and shall transmit copies of such permits to the City of Columbus quarterly, and shall keep and maintain an accurate record of all premises the connection of which is made to its sewers after the effective date of this Agreement, which record shall be made available to the City of Columbus upon request.

(k) That, upon request of the Director of Public Service of the City of Columbus, the City of Bexley, Ohio shall furnish the said Director all available information and data as to all sources of water supply other than the Division of Water of the City of Columbus which may be in existence, or may later be developed, with such data and information, in the case of wells, to include the location, size, capacity and depth thereof, and further where such water supply discharges directly or indirectly into the sanitary sewer system, said City of Bexley, Ohio shall require metering or other form of measurement to be agreed to by the said Director of Public Service of the City of Columbus.

Section 2.

(a) That the City of Columbus shall have the right and privilege, beginning as of the effective date of this Agreement, of adding to the water bill rendered to the City of Bexley, Ohio by the Division of Water of the City of Columbus, a sewer service charge based upon the total water consumed in the City of Bexley, Ohio with the said consumption to be a summation of all main water line meter readings and further based upon the applicable provisions and rates of Chapter 1147, Columbus City Codes, 1959 amended, which charge may be changed in accordance with such rates as may be established from time to time for areas outside the corporate limits of the City of Columbus by Ordinances passed by the Council of the City of Columbus, Ohio.

(b) However, in the event of any such subsequent change in the rates of charge, the rates of charge to the City of Bexley, Ohio shall not, in such case, exceed the rates of charge duly established and collected, at such time, within the corporate limits of the City of Columbus for similar sewerage service plus fifty percent (50%).

(c) The City of Bexley, Ohio agrees to pay such charges within thirty (30) days after receipt of the aforesaid bill.

(d) Notwithstanding Provisions of Paragraph (a) and (b) of this Section, the City of Columbus agrees that in the event the City of Columbus should, subsequent to the date of this Agreement, agree to furnish like services to any other political subdivision situated outside the City of Columbus for a lesser rate of charge or charges than established in said Paragraph (a) and (b) of this Section, then and in that event the rate of charge or charges to the City of Bexley, Ohio will be reduced to the same rate of charge or charges as may be established for the other political subdivision, with the provision that during the life of this Agreement that such a reduction shall not apply for any period longer than established for the said other political subdivision and the further provision that such a reduction shall not apply in the case where the aforesaid lesser rate of charge or charges may be ordered by a proper court having jurisdiction.

(e) The City of Columbus agrees to include, as a separate item under the billing authorized above, such surcharge as may be established from time to time by Ordinances or Regulation of the Council of the City of Bexley, Ohio. Such surcharge shall be refunded to the said City of Bexley, Ohio semi-annually together with a verified report of the amount collected.

Section 3.

(a) That each party hereto agrees that during the effective period of this Agreement, each shall have the right to enter into and within the corporate limits of the other for all purposes of this Agreement and for the further purpose of constructing within the design-tributary area any extensions to the main sewer system of the other and constructing any other main sewers which, on the basis of sound engineering principles, may be deemed necessary to build up an adequate sewer collector system in the entire area to be serviced by the party so extending or constructing such sewers.

(b) It is further agreed in the event the City of Columbus extends any main sewers of the City of Bexley, Ohio that the City of Columbus shall permit connections to such sewer only for premises within the design-tributary area and in the event the City of Bexley, Ohio extends any main sewer of the City of Columbus that the City of Bexley, Ohio shall permit connections to such extensions only of premises within both the design-tributary area and as authorized under Provisions of the following Paragraph (c).

(c) Neither party hereto shall be authorized to permit connections to its sanitary sewer system of premises located within the corporate limits of the other party without express authority of the party in whose legal limits such premises are located.

The plans and specifications for the construction of sewers hereinbefore defined shall be submitted, by the party desiring to construct such sewers, to the other party hereto for approval from an engineering standpoint. Approval or rejection, supported by engineering reasons therefor, shall be made by the party reviewing said plans within (30) thirty days after said plans and specifications have been submitted for final approval. In the case where no approval or disapproval is made within said thirty (30) days, the party submitting the plans may proceed with construction, without prejudice, in full conformity with the plans and specifications so submitted and not acted upon, subject, however, to legal requirements governing the need for proper easements where said sewers will be located on private property. In the case where said plans and specifications are disapproved from an engineering standpoint within thirty (30) days, such disapproval shall be made in writing and the engineering reasons for disapproval definitely established.

(d) Each party hereto pledges itself to construct such main sewers at its own expense and, insofar as possible, to restore disturbed areas to a condition reasonably equal to the condition in which they were found prior to such construction. Each party will and shall have the right to preserve, maintain, operate, replace and repair any such sewers which it constructs and agrees that the design, construction, operation, use and maintenance of all such sewers shall conform to or exceed, in all respects, corresponding standards and practices of the City through which such sewers are constructed or to whose system extensions are made.

(e) During the life of this Contract each party shall have the right to connect any main sewers of its own collector system to any such aforementioned sewers subject to the requirement that the flow from said party's main sewer is not contributed from areas outside the tributary-design area of the said main sewers to which connection is made, that such connections shall be made under the supervision of the other party and that such connection conforms in all respects with all other Provisions of this Agreement.

(f) Each party further agrees that the sewage discharged into the sewers and connections referred to above from areas within either municipality shall be measured in a manner agreeable to both parties with proper adjustments to be made accordingly in the billing for sewerage service provided elsewhere herein.

Section 4.

That this Agreement shall be effective as of May 3, 1971 and shall remain in effect until and through May 2, 1996 subject to earlier cancellation, revision or modification upon mutual agreement of the parties hereto.

Section 5.

That if any portion of this Agreement proves to be invalid or unconstitutional the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

Section 6.

That failure on the part of either party of this Agreement to discharge faithfully its obligations and responsibilities hereunder, either in whole or in part, shall vest in the other party to the Agreement the right to terminate 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 the said failure to discharge faithfully its obligations and responsibilities and upon demonstration thereof such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 25th
day of May, 1971.

THE CITY OF COLUMBUS, OHIO
(Party of the First Part)

By: [Signature]
W. J. CRENEAN, DIRECTOR OF PUBLIC SERVICE

THE CITY OF BEXLEY, OHIO
(Party of the Second Part)

By: [Signature]
Mayor, The City of Bexley

APPROVED AS TO FORM:

[Signature]
Solicitor,
City of Bexley, Ohio

[Signature]
City Attorney
City of Columbus, Ohio

JUN 7 1971

JJT:jhl

4/19/71