

**ORDINANCE 2008-051**

**AN ORDINANCE APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A WATER SERVICE AGREEMENT WITH THE WARREN COUNTY BOARD OF COMMISSIONERS AND DECLARING AN EMERGENCY**

**WHEREAS**, the Village of Waynesville has previously entered into a Water Services Agreement with Warren County; and

**WHEREAS**, the current agreement is set to expire at the end of 2008, and a new agreement has been proposed.

**NOW THEREFORE BE IT ORDAINED**, by the Council of the Village of Waynesville, \_\_\_\_\_ members elected thereto concurring:

**SECTION 1:** That the Water Service Agreement with the Warren County Board of Commissioners attached hereto as Exhibit A and incorporated herein by reference is hereby approved.

**SECTION 2:** That Village Manager of the Village of Waynesville, Ohio is authorized to execute said Water Service Agreement.

**SECTION 3:** That is Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective December 31, 2008. The reason for said declaration of emergency is the need to have the new Water Service Agreement in place beginning January 1, 2009.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Attest: \_\_\_\_\_  
Staci Morris, Clerk of Council

\_\_\_\_\_  
Earl J. Isaacs, Mayor

WARREN COUNTY & VILLAGE OF WAYNESVILLE  
WATER SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the VILLAGE OF WAYNESVILLE, Warren County, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio (hereinafter designated as the "VILLAGE"), duly authorized by Ordinance No. \_\_\_\_\_ adopted on the \_\_\_\_ day of \_\_\_\_\_, 2008, and the Board of County Commissioners of WARREN COUNTY, Ohio, a county organized and existing under the laws of the State of Ohio (hereinafter designated as "COUNTY"), duly authorized by Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_ day of \_\_\_\_\_, 2008.

WITNESSETH:

WHEREAS, the VILLAGE owns and operates as a public utility a municipal water system within its corporate limits; and

WHEREAS, the COUNTY and the VILLAGE desires to cooperate and contract to provide water service to certain areas within Wayne Township, Massie Township and Warren County; and

WHEREAS, the VILLAGE and the COUNTY recognize that the VILLAGE water treatment facility and aquifer have a finite water production capability; and

WHEREAS, the VILLAGE is willing to provide water service to a contract area within the terms set out herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein, the VILLAGE and the COUNTY, hereby agree as follows:

1. PURPOSE

- a. The purpose of this AGREEMENT is to set forth the terms and conditions under which, as resources allow, the VILLAGE will provide water service to contract service areas in the COUNTY.

2. COUNTY SERVICE AREA

- a. The VILLAGE will supply water from its waterworks facilities to the COUNTY for the use of consumers of the COUNTY in the Villages of Corwin and Harveysburg and unincorporated areas of Massie and Wayne Townships (COUNTY SERVICE AREA), as resources allow,.
- b. The COUNTY shall operate, maintain and make such repairs, replacements and modifications as are necessary to keep in good repair and operation the water distribution system in the COUNTY SERVICE AREA (water mains, pump stations, elevated storage tanks, gate valves, fire hydrants, etc.), maintain adequate water service to consumers in the COUNTY SERVICE AREA, and meet all federal, state and local requirements for water systems in Ohio. The COUNTY shall require that

an Ohio EPA approved backflow prevention device be provided for each new water service connection made in the COUNTY SERVICE AREA. The VILLAGE shall deliver to the COUNTY a water which is consistent with all applicable Ohio EPA minimum standards for water quality, volume and pressure and in accordance with VILLAGE utility rules and regulations.

- c. The COUNTY shall operate and maintain master meter(s) for the purpose of measuring the amount of water sold to the COUNTY under this AGREEMENT. The COUNTY shall test and certify to the VILLAGE the accuracy of the master meters on a biannual basis. In the event any master meter is found to be less than 97% accurate in measuring water flow, the meter shall be immediately repaired or replaced by the COUNTY at the COUNTY'S expense. During testing or in the event of meter(s) failure, the VILLAGE shall render to the COUNTY an estimated bill for service based on the history of utility use for the master meters account.
- d. For each water service connection in the COUNTY SERVICE AREA the COUNTY shall cause to be collected a WATER SERVICE AREA SYSTEM CAPACITY FEE in an amount as set forth in EXHIBIT "A" attached hereto and made a part of this AGREEMENT. The COUNTY shall retain forty percent (40%) of each WATER SERVICE AREA CAPACITY FEE collected by the COUNTY and apply said retainage towards the cost of the Carter Drive to Lytle Road water main loop which was constructed by the COUNTY for the VILLAGE and shown in EXHIBIT "B". The remainder (60%) of said fee collected by the COUNTY shall be paid to the VILLAGE within sixty (60) days of collection by the COUNTY. The COUNTY shall continue collecting retainage until such time as the actual cost of construction of the water main loop has been repaid to the COUNTY, at which time the entire WATER SERVICE AREA CAPACITY FEE shall be paid to the VILLAGE.
- e. The VILLAGE shall read the master meter(s) and render a bill for service to the COUNTY on a monthly basis. The COUNTY shall be responsible for payment of the water bill, including any penalties for late payment, as are all other customers in the Village in accordance with the Rules and Regulations of the Village of Waynesville Utilities Department.
- f. The VILLAGE agrees to furnish water to the COUNTY during calendar year 2009 in an amount and at the rate as set forth in EXHIBIT "A". For the remaining term of the agreement, whenever the VILLAGE modifies the rate for water service to customers within the VILLAGE, the rate for the COUNTY shall be modified by the same ~~amount~~ *percentage*.

3. WAYNESVILLE WATER IMPROVEMENT AREA

- a. The VILLAGE and the COUNTY agree that the VILLAGE will supply water from its waterworks facilities to the WAYNESVILLE WATER IMPROVEMENT AREA in the unincorporated areas of Wayne Township as set forth in the EXHIBIT "C" attached hereto and made a part of this agreement.

- b. The VILLAGE shall operate, maintain and make such repairs, replacements, and modifications as are necessary to keep in good repair and operation the water distribution system in the WAYNESVILLE WATER IMPROVEMENT AREA (water mains, pump stations, elevated storage tanks, gate valves, fire hydrants, etc.), maintain adequate water service to consumers and meet all federal, state and local requirements for water systems in Ohio. The VILLAGE shall require that an Ohio EPA approved backflow prevention device be provided for each new water service connection made in the WAYNESVILLE WATER IMPROVEMENT AREA.
- c. The VILLAGE shall read all water meters; receive applications for water service from consumers; inspect all water taps and service and meter installations; review and approve plans; and inspect construction of new water mains in the WAYNESVILLE WATER IMPROVEMENT AREA. The VILLAGE shall render bills and receive and collect water rentals for consumers within the WAYNESVILLE WATER IMPROVEMENT AREA as it does for all other consumers within the VILLAGE in accordance with Rules and Regulations of the Village of Waynesville Utilities Department and other applicable ordinances, rules and regulations as adopted by the VILLAGE.
- d. Subject to the requirements and procedures of the Warren County Engineer, the COUNTY grants to the VILLAGE use of the public right-of-ways without cost within the WAYNESVILLE WATER IMPROVEMENT AREA for the purposes of constructing, extending, maintaining or repairing the water system.
- e. All water mains and appurtenances within the WAYNESVILLE WATER IMPROVEMENT AREA shall be installed in accordance with the rules and regulations of the VILLAGE and shall be owned and operated by the VILLAGE upon completion of construction and acceptance by VILLAGE.
- f. For each water service connection in the WAYNESVILLE WATER IMPROVEMENT AREA the VILLAGE shall cause to be collected a WATER SYSTEM CAPACITY FEE for expansion and improvement of the VILLAGE water pumping and treatment facilities in an amount set forth in EXHIBIT "D" attached hereto and made a part of this agreement. The fees collected shall be held by the VILLAGE in a fund and expended for said improvements. In consideration of the construction of a water main loop as per Item 2d above by the COUNTY, the VILLAGE agrees to pay to the COUNTY forty percent (40%) of each WATER SYSTEM CAPACITY FEE collected in the WAYNESVILLE WATER IMPROVEMENT AREA until the actual construction cost of the water main loop has been repaid in full by the VILLAGE to the COUNTY. No less than once per year, the COUNTY shall provide a running unpaid balance owed by the VILLAGE to the COUNTY for the said main loop improvements in the area connecting the Carter Drive water main and

- g. The VILLAGE shall cause to be collected a WATER TOWER FEE for the purpose of constructing elevated water storage facilities and appurtenances to serve the WAYNESVILLE WATER IMPROVEMENT AREA in accordance with EXHIBIT "D". The fees collected shall be held by the VILLAGE in a fund and expended for said improvements.
- h. The VILLAGE shall cause to be collected a WATER MAIN IMPROVEMENT PARTICIPATION FEE as set forth upon EXHIBIT "D" for each direct water service connection to the water main loop constructed by the COUNTY as per Item 2d above, which fee shall be paid to the COUNTY until such time as the actual construction cost of the water main loop has been repaid by the VILLAGE to the COUNTY. This fee shall be in addition to the WATER SYSTEM CAPACITY FEE as set forth in Item 3f above.
- i. The VILLAGE agrees to furnish water to the WAYNESVILLE WATER IMPROVEMENT AREA during calendar year 2009 in accordance with the schedule of fees and charges as set forth in EXHIBIT "D". For the remaining term of the agreement, whenever the VILLAGE modifies the rates, fees or charges for water connection or service to customers within the VILLAGE, the rates, fees or charges for customers in the WAYNESVILLE WATER IMPROVEMENT AREA shall be modified by the same percentage.

4. AGREEMENT TERM

- a. The term of this agreement shall be ten (10) years commencing January 1, 2009. The COUNTY or VILLAGE may terminate this agreement at any time prior to the ten year term by providing written notice not less than one year in advance of the effective termination date. In the event of such termination of this agreement, both parties shall be paid in full for all fees, charges, expenses, or monies otherwise owed prior to the date of termination.

5. ENTIRE AGREEMENT

- a. This agreement sets forth the entire agreement between the VILLAGE and the COUNTY for contract water service and all previous agreements for contract water service are hereby repealed.
- b. Changes to this agreement shall be by negotiation upon request of either the COUNTY or the VILLAGE.

**IN EXECUTION WHEREOF**, the Board of County Commissioners of Warren County, Ohio, upon recommendation of the Warren County Sanitary Engineer, and the Village Council of the Village of Waynesville, upon recommendation of the Village Manager, have caused their names to be affixed hereto by Pat Arnold South, President of the Board, and Earl Isaacs, President of Council, on the date stated below, pursuant to Resolution Number \_\_\_\_\_, dated \_\_\_\_\_.

**RECOMMENDED BY:**  
**WARREN COUNTY  
WATER & SEWER DEPARTMENT**

**AGREED BY:**  
**WARREN COUNTY BOARD OF  
COUNTY COMMISSIONERS**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Richard Renneker

PRINTED NAME: Pat Arnold South

TITLE: Sanitary Engineer

TITLE: President

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**RACHEL HUTZEL,  
WARREN COUNTY  
PROSECUTING ATTORNEY**

\_\_\_\_\_  
By: Assistant Prosecutor

**RECOMMENDED BY:**  
**VILLAGE OF WAYNESVILLE**

**AGREED BY:**  
**VILLAGE OF WAYNESVILLE**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Bruce Snell

PRINTED NAME: Earl Isaacs

TITLE: Village Manager

TITLE: Mayor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

**JEFFERY FORBES  
LAW DIRECTOR  
VILLAGE OF WAYNESVILLE**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

COUNTY WATER SERVICE AREA

EXHIBIT "A"

**Water Service Area System Capacity Fee:**

50% of COUNTY connection fees within the "COUNTY water service area" shall be paid to the VILLAGE.

**Water Service Rate for Outside Corporation Limits (For 2009)**

Monthly base rate: \$6.75

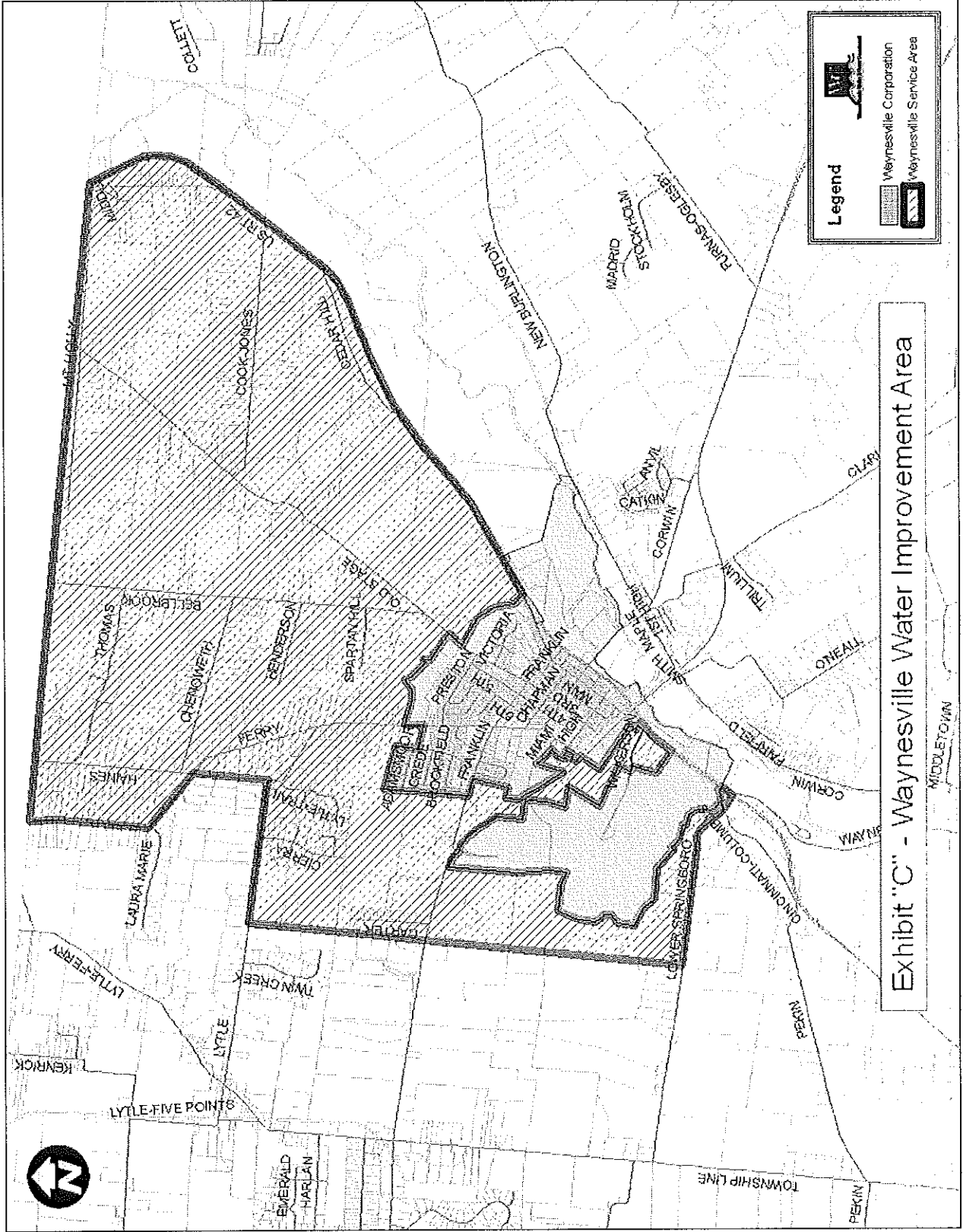
Commodity charge: \$1.85/1000 gallons

NOTE: VILLAGE rate shall not exceed COUNTY rate without prior negotiation and agreement of both parties.

A capital improvement surcharge of \$5.00 per month shall be applied to each bill rendered by the County for each County customer beginning January 1, 2009. This capital improvement fee shall be split evenly between the COUNTY and the VILLAGE (50/50) and used for future water capital improvements.

Should the COUNTY'S use exceed 3,000,000 gallons per month for any three month period during a calendar year, the VILLAGE and COUNTY shall negotiate a rate for use over 3,000,000 gallons per month.





**Legend**

- Waynesville Corporation
- Waynesville Service Area

Exhibit "C" - Waynesville Water Improvement Area



WAYNESVILLE WATER IMPROVEMENT AREA

EXHIBIT "D"

**Water System Capacity Fee:**

\$ 3,800/unit for calendar year 2009

**Water Service Rate:**

Monthly base rate: \$6.75  
Commodity charge: \$1.85/1000 gallons

A \$5.00 per month capital improvement surcharge shall be applied to each bill rendered to each VILLAGE and COUNTY user of VILLAGE water service. This charge shall apply to customers within the Waynesville Water Improvement Area, within VILLAGE corporation limits and those COUNTY customers living outside of the Waynesville Water Improvement area that also receive VILLAGE water.

**Water Main Improvement Participation Fee**

For each direct service connection to the water main loop constructed by Warren County and dedicated to the Village, a Water Main Improvement Participation Fee of \$1500 shall be paid at the time a connection permit is issued.

**Water Tower Fee**

For each single family residential unit or equivalent connecting to the water system:

\$1,500/unit for Year 2009