

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE AND SAFETY TO RENEW AND AMEND AN AGREEMENT WITH THE BOARD OF COMMISSIONERS OF TRUMBULL COUNTY, OHIO, WHICH WILL REPLACE THE AGREEMENT ENTERED INTO ON NOVEMBER 10, 1993 WHICH PROVIDED FOR A "FOWLER-BAZETTA TOWNSHIP WATER SERVICE AREA" AND ADD ADDITIONAL TERMS AND CONDITIONS TO THE REPLACED AGREEMENT AS DESCRIBED IN "EXHIBIT A", AND DECLARING AN EMERGENCY.

ORDINANCE NO. 12577/15

WHEREAS, The Board of Trumbull County Commissioners determined that for the public health, safety and welfare in a specified area of Fowler-Bazetta Townships, it was necessary to have a public water distribution system; and

WHEREAS, Trumbull County proposed to accomplish said purpose by establishing a Fowler-Bazetta Townships Water Service Area; and

WHEREAS, the Trumbull County Commissioners and the City of Warren entered into such an agreement in January of 1994 which was for a period of twenty (20) years; and

WHEREAS, the Trumbull County Commissioners and the City of Warren propose to renew that agreement and amend as showed in "Exhibit A"; and

WHEREAS, the City of Warren owns, operates, and maintains a public water system which is adequate supply to provide water service to meet the County needs for the Fowler-Bazetta Townships Water Service Area, which is outside and not adjacent to the corporate limits of the City of Warren; and

WHEREAS, the County of Trumbull is determined to meet its needs by Agreement for water supply with the City and the City has determined that it is in the best interests of the City to enter into said agreement with the County of Trumbull; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and Director of Public Service of Safety be, and hereby are, authorized, for and on behalf of the City of Warren to re-enter into a written agreement with the Board of County Commissioners of Trumbull County, Ohio, for and on behalf of Trumbull County, Ohio, for the purpose of re-establishing a "Fowler-Bazetta Townships Water Service Area" and providing for water service to said area.

Section 2: That any such agreement as provided for in Section 1 of this Ordinance shall be in substantial compliance and conformity with the "AGREEMENT" which is attached hereto as "Exhibit A", the terms and conditions of said attached "AGREEMENT" being hereby approved and authorized by this Council. Said "EXHIBIT A" is hereby incorporated herein, for all purposes, as if fully rewritten herein.

Section 3: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate environment preservation of the public peace, health, welfare and safety, and for the further reason that the integrity of the of the City of Warren and the area encompassed within the "Fowler-Bazetta Townships Water Service Area" may be more fully ensured at the earliest possible time and without undue delay. WHEREFORE, this Ordinance shall go into immediate effect.

Passed in Council this 14TH day of JANUARY, 2015.

SIGNED: [Signature]
PRESIDENT OF COUNCIL

ATTEST: [Signature]
CLERK

FILED WITH THE MAYOR: 1-14-15

DATE APPROVED: 1-14-15

[Signature]
MAYOR, CITY OF WARREN, OHIO

RENEWAL AND AMENDMENT TO AGREEMENT
FOWLER-BAZETTA WATER SERVICE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between BAZETTA TOWNSHIP BOARD OF TRUSTEES, TRUMBULL COUNTY, OHIO, (Hereinafter the "Township"), BOARD OF TRUMBULL COUNTY COMMISSIONERS, (Hereinafter the "County") and the CITY OF WARREN, OHIO, (Hereinafter the "City"), political subdivisions in the State of Ohio, created and existing under the laws of the State of Ohio.

WITNESSETH:

WHEREAS, the Township and the City desire to enter into an agreement relative to the City's supplying of water to the Bazetta Township Fire Station located on State Route 305 Hereinafter the "Station"); and

WHEREAS, the City and the County entered into a Water Service Agreement effective February 3, 1994 and known as the Folwer-Bazetta Townships Water Service Area.

WHEREAS, the terms of said Agreement was for twenty (20) years.

WHEREAS, it is the desire of the City and the County to renew said Agreement under the same terms and conditions, except noted below, for another twenty (20) years from the effective date of this Renewal.

WHEREAS, the only change to the existing service area will be the re-defining of said service area to encompass and include the area described herein in Exhibit A, which is attached hereto and incorporated into this agreement.

WHEREAS, the Station is now within the Service Area.

WHEREAS, the City owns, operates and maintains a public water system to provide for a public water supply and fire protection for the Township through the Agreement; and

WHEREAS, the City has an adequate supply of water and is willing and desires to supply water to the Station and the County agrees to expand said Agreement to accommodate the Fire Station.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the City, Township and County hereby agree as follows:

This agreement relates to the Station only. A true and accurate copy of the engineering drawings for the Station is attached hereto as "Exhibit A" and incorporated herein, for all purposes, as if fully rewritten.

TOWNSHIP promises and agrees:

- 1) To construct and install at its own expense all water lines and appurtenances necessary to supply water to the Station. Any water lines and appurtenances which may be hereafter constructed in connection with the water distribution system to the Station shall conform to the then standards of construction maintained by the City and County and the plans and specifications, which shall be approved by the City and County before construction commences, and the work during construction shall at all times be subject to the review and approval of the City and County or their duly authorized representatives. All plumbing to these water lines shall conform to the City's then ordinances, rules and regulations, and shall be inspected by the City Plumbing Inspector or his duly authorized representative.
- 2) That any part of the distribution system to be hereafter constructed by and for the Station shall not parallel any water mains now maintained and serviced by the City or the County.
- 3) To purchase all water to be used by the Station from the City, but subject to limitations hereinafter provided.
- 4) To become a customer of the City and to pay for the water purchased at the City's outside rates in effect from time to time, (which is 150% of the inside City rate)
- 5) To adopt and enforce rules and regulations relative to the construction, maintenance, protection and operation of the water distribution system for the Station, which shall be consistent with those in force from time to time under the ordinances, rules and regulations of the City.
- 6) The Township recognize and agree that the General Plan of the County for future water distribution calls for the installation of a 16" water line adjacent to State Route 5 (Elm Road) into the Township. At the time the said 16" water line is completed by the County, the Township, at its sole cost and expense, shall disconnect from its then existing water line with the City; valve off the and abandon its 8" feed from Timber Creek; connect to the County's line, and thereafter become a customer of the County. At this time the service area will then be amended through new exhibit showing area reverting to County Service Area and this Agreement will then become null and void.

THE CITY promises and agrees:

- 1) To supply, sell and deliver to the Township at the metering point hereinafter mentioned such amounts of surplus water as shall be available and required by the

Township to meet all water requirements for the Station, but not to exceed a rate of Two Hundred Fifty Thousand (250,000) gallons per day, based on the yearly average. Any increase in such limitation shall be subject to negotiation and evidenced by written agreement supplemental hereto.

- 2) To supply water of a quality approved by the appropriate governmental agency(ies) of the same quality as that supplied to the City.
- 3) The City will provide the monthly water consumption's reports of the Station to the County for the purposes of sanitary sewer billings.
- 4) The City...(See #6 above)

IT IS FURTHER MUTUALLY AGREED by and between the parties to this agreement that the Township shall be granted equal service and privileges as are the consumers within the City, but that in the event that any now unforeseen circumstances during the term of this agreement should hereafter cause a water shortage to the City, the Station shall make the same regulations and institute the same practices to conserve water and avoid unnecessary use and waste, as are established within the City. In the event of serious damage to reservoirs or pumping facilities or other emergencies, the City shall then have the right and authority to shut off temporarily the water supply to be provided hereunder to the Station without notice; and any suspension of water service or inadequacy of water pressure for any of the foregoing causes shall in no case render the City liable for damages to any person, firm, corporation, or governmental body.

IT IS FURTHER MUTUALLY AGREED by and between the parties to this agreement that bills for the water purchased by the Township as measured through metering shall be rendered by the City monthly and shall be paid by the Township within twenty-one (21) days from the date of each such billing. Should the meter at any time become inoperative, the bill for such time as the meter is out of service shall be based on estimated quantity as determined from previous billings for the like period.

IT IS FURTHER MUTUALLY AGREED by and between the parties that the Township hereby binds itself to indemnify and to save and hold harmless the City, its agents, its officers, and its employees from and upon all suits or actions of any name or description whatsoever brought against the City, its agents, its officers or its employees for or on account of any injuries or damages received or sustained by any party or parties in the repair, construction, service, operation, or maintenance of those water lines and appurtenances of the Township and the Station for which the Township is responsible.

IT IS FURTHER MUTUALLY AGREED by the Township, the City and the County that this agreement shall be in force and effect from and after the ____ day of _____, 20__, for a period of ten (10) years.

IN WITNESS WHEREOF, we have hereunto affixed our signatures at Warren, Ohio on or before the date upon which this agreement was made and entered into.

CITY OF WARREN, OHIO

BAZETTA TOWNSHIP
BOARD OF TRUSTEES
TRUMBULL COUNTY

By: _____

By: _____
Trustee

By: _____

By: _____
Trustee

By: _____
Trustee

BOARD OF TRUMBULL COUNTY
COMMISSIONERS

By: _____
Frank S. Fuda

By: _____
Daniel E. Polivka

By: _____
Mauro Cantalamessa

Approved as to form:

Approved as to form:

Gregory R. Hicks
Warren City Law Director

Mark S. Finamore
Township Legal Counsel

James M. Brutz
County Legal Counsel

