

REQUESTED BY:  
SFERRA

LAW DEPARTMENT  
DRAFT NO.3503

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY, FOR AND ON BEHALF OF THE CITY OF WARREN, TO ENTER INTO AN AGREEMENT WITH THE VILLAGE OF LORDSTOWN FOR THE PURPOSE OF THE CITY OF WARREN TO FURNISH WATER TO THE LORDSTOWN WATER DISTRICT, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 12587/15

WHEREAS, the Village of Lordstown and the City of Warren entered into agreement on December 3, 1986 relative to the City's supplying of water to what is now known as the Lordstown Water District; and

WHEREAS, the Village of Lordstown and the City of Warren desire to enter into another such agreement; and

WHEREAS, the City of Warren owns, operates and maintains a public water system to provide for a public water supply and fire protection for the City; and

WHEREAS, the City of Warren has an adequate supply of water and is willing and desires to continue to supply water to the Lordstown Water District; 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 and Safety be, and are hereby, authorized, for and on behalf of the City of Warren, to enter into a written agreement with the Trustees of the Village of Lordstown, for and on behalf of the Village of Lordstown, Ohio, for the purpose of the City continuing to provide water service to the Lordstown Water District.

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 preservation of the public peace, health, welfare and safety, and for the further reason that the integrity of the City of Warren's public water supply, treatment and distribution system may be more fully insured at the earliest possible time and without undue delay. WHEREFORE, this Ordinance shall take effect and be in force from and after the date of its passage by a vote of two-thirds of all members elected to Council and approval by the Mayor.

Passed in Council this 11TH day of

MARCH, 2015.

SIGNED: [Signature]

PRESIDENT OF COUNCIL

ATTEST: [Signature]

CLERK

FILED WITH THE MAYOR: 3-11-15

DATE APPROVED: 3-11-15

[Signature]  
MAYOR, CITY OF WARREN, OHIO



## WATER SERVICE AGREEMENT

This Agreement between the City of Warren, an Ohio municipal corporation, 391 Mahoning Avenue, N.W., Warren, Ohio 44483, hereinafter referred to as "Warren", and the Village of Lordstown, an Ohio municipal corporation, 1455 Salt Springs Road, S.W., Lordstown, Ohio 44481, hereinafter referred to as "Lordstown", is entered into on \_\_\_\_\_, 2015.

Whereas, Warren, by Ordinance No. \_\_\_\_\_, passed by its Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, and approved by its Mayor on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, has authorized its Director of Public Service and its Mayor to enter into a contract with Lordstown for the purpose of selling surplus water to Lordstown.

Whereas, Lordstown, by Resolution 2015-\_\_\_\_\_, passed by the Trustees of the Board of Public Affairs on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 and by Ordinance No. \_\_\_\_\_-2015, passed by its Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, has authorized its Mayor and Clerk to enter into a contract to purchase such surplus water from Warren.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1: Warren agrees to supply, to sell, and to deliver to Lordstown the quantity of its surplus potable water required for Matalco Inc., 5120 Tod Avenue, S.W., Warren, Ohio 44481, (hereinafter the "Matalco Complex"), and any additional water that Lordstown needs to supply the Matalco Complex, including water used for fire protection, which surplus water shall not exceed \_\_\_\_\_ (\_\_\_\_\_) gallons per day. Said water supply delivered and sold shall be of the same quality approved by the Ohio Environmental Protection Agency, and of the same quality supplied to Warren's customers.

Section 2: That the rate charged to Lordstown for water supplied under this Agreement will be in accordance with Warren's water price setting; except, however, the rate charged to Lordstown for water supplied under this Agreement shall be the same as the City of Niles pursuant to an Agreement between and among Lordstown and the City of Niles. Accordingly, the rate charged to Lordstown for water supplied under this Agreement from Warren shall be in accordance with the City of Niles price setting system plus a fifty percent (50%) surcharge. The water block price setting formula assumes that Lordstown will purchase approximately one hundred fifty thousand (150,000) gallons of water per day to satisfy the needs of Matalco Inc. By way of illustration, if the Niles rate, together with the fifty percent (50%) surcharge, equates to \$2.01 per one thousand gallons, then Warren's rate charged to Lordstown pursuant to this Agreement shall be \$2.01. It is understood that any rate increases that are levied by the City of Niles shall also be incorporated into Warren's rate that is charged to Lordstown.

Warren will bill Lordstown on a monthly basis for water use. All statements shall be due and payable within twenty-one (21) days, an interest charge of ten percent (10%) per annum on the amount then due shall be added thereto during the time the bill remains unpaid; in compliance and conformity with all other accounts established throughout the City of Warren's Distribution System.

Section 3: Warren will purchase, install, and maintain any infrastructure or conveyances required to operate and maintain the water distribution system serving the Matalco Complex as it now exists or may be altered during the term of this Agreement.



Warren shall meter the water sold to Lordstown pursuant to this Agreement from the meter that is located within the Matalco Complex.

All equipment and installations, new or existing, shall meet the standards and specifications required by Warren. Any meter by-pass valves, new or existing, shall be located within the Matalco Complex, and must be metered.

Every three years during the term of this Agreement Warren will, at its own expense, have the meter at the Matalco Complex tested by a certified water meter testing company to determine that the meter is properly operating, and shall have a copy of such testing results given to Lordstown. Any repairs required as a result of improper operation of the meter shall be paid for by Warren. In addition, either party may request additional master meter testing during the term of this Agreement. The party ordering such additional testing shall bear the cost for such testing, but the cost of repairs made necessary due to test results shall be born by Warren. Each party will be given reasonable notice of any testing being conducted under this paragraph so that representatives of either party may be present during the testing.

Section 4: Lordstown shall not distribute any water which it purchases from Warren to any new users outside the Matalco Complex without the prior approval of Warren. Such approval, however, shall not be unreasonably withheld. Lordstown shall, prior to construction, notify Warren of any extensions of lines outside of the Matalco Complex permitted under this Agreement.

Section 5: Any re-pressurizing or significant modification by Lordstown of the existing distribution system must be reviewed and approved by Warren. Warren shall not unreasonably withhold its approval where such proposed action will not adversely affect the ability of Lordstown to adequately service the Matalco Complex. Warren agrees to notify Lordstown of any significant change to its distribution system during the term of this Agreement.

Section 6: The term of this contract shall be for fifteen years from the date of its execution; provided, however, that this Agreement shall automatically terminate in the event that Matalco Inc. ceases operations at the Matalco Complex within the Village of Lordstown.

Section 7: Warren agrees to assume full ownership and responsibility for the operation and maintenance of all lines, meters, taps, etc., and to indemnify and save Lordstown harmless from any responsibility in connection with same.

Warren will not accept any new or existing customers along the water line within the Village of Lordstown without prior consent of the Village of Lordstown.

Section 8: It is further agreed by and between the parties to this Agreement that, in the event any circumstances during the term of this Agreement should cause a water shortage, Lordstown shall apply the same regulations and institute the same practices to conserve water and avoid unnecessary use and waste of water in Lordstown and in its sale to its customers as shall be applied by the Department of Public Service of Warren in its dealings with its customers.

Section 9: If an act of God, war, terrorism, or unforeseen event occurs which prohibits the delivery or processing of surplus water by Warren, the parties agree that Warren shall not be liable for any damages, including consequential damages, that may result.

Section 10: The parties agree that the terms of this contract will be binding upon both of the parties hereto.

Section 11: This Agreement shall be interpreted in accordance with the laws of the State of Ohio and shall be enforced in the Court of Common Pleas, Trumbull County, Ohio.

Section 12: This Agreement may be amended only by a written instrument executed by all parties to this Agreement.

In Witness Whereof, this Agreement is executed as of the date first noted above.

CITY OF WARREN, OHIO

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
SAFETY-SERVICE DIRECTOR

VILLAGE OF LORDSTOWN, OHIO

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
CLERK

Approved as to form and  
legal sufficiency:

VILLAGE OF LORDSTOWN  
BOARD OF PUBLIC AFFAIRS

SOLICITOR FOR VILLAGE  
OF LORDSTOWN, OHIO

LAW DIRECTOR FOR THE  
CITY OF WARREN, OHIO

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