

ORDINANCE 08-13

**An Ordinance approving and adopting an Emergency Water Connection Agreement with the City of Canal Winchester attached and incorporated by reference;**

**Whereas**, Council desires to create an emergency water connection with the City of Canal Winchester, and

**Whereas**, Council finds that the attached and incorporated Emergency Water Connection Agreement satisfies this goal, and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO;**

**Section 1.** The Emergency Water Connection Agreement (Agreement), attached and incorporated herein, is hereby adopted and approved.

**Section 2.** Council hereby directs the Mayor to execute such the Agreement and make such arrangements as required to create the physical connection with the City of Canal Winchester.

**Section 3.** This Ordinance shall become effective at the soonest date provided by law.

DATE PASSED: 3/26, 2013

ATTEST: Janice Seagraves SIGNED: [Signature]

DATE: 3/26/13 DATE: 3/26/13

Approved as to form:

[Signature]  
Jon Browning, Village Solicitor

**EMERGENCY WATER SERVICE AGREEMENT**

**BETWEEN**

**THE CITY OF CANAL WINCHESTER**

**AND**

**THE VILLAGE OF LITHOPOLIS**

This Emergency Water Service Agreement (“Agreement”) is made and entered into by and between the City of Canal Winchester, an Ohio municipal corporation (“Canal Winchester”) and the Village of Lithopolis, Ohio, a municipal corporation (“Lithopolis”), this \_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSETH:**

Section 1. For the consideration hereinafter stated, the parties agree to the following:

A. Canal Winchester shall furnish surplus water on an emergency basis from the municipal water system of Canal Winchester to Lithopolis for the customers of the Lithopolis Water Department to replace their potable water supply in the event of an emergency or failure of the Lithopolis water system. An emergency failure is defined as follows: Any unforeseen natural or man-made situation that causes, or will likely cause, a loss of potable water supply to Lithopolis Water Department customers.

B. Lithopolis shall furnish surplus water on an emergency basis from the municipal water system of Lithopolis to Canal Winchester for the customers of the Canal Winchester Water Department to replace their potable water supply in the event of an emergency or failure of the Canal Winchester water system. An emergency failure is defined as follows: Any unforeseen natural or man-made situation that causes, or will likely cause, a loss of potable water supply to Canal Winchester Water Department customers.

C. The term of this Agreement shall commence on the date entered above and shall terminate within 120 days of written notice to the other party.

D. Either of the parties may refuse or restrict such surplus or emergency supply if, in the opinion of the Canal Winchester Director of Public Service/Lithopolis Mayor, or their designees, the water supply available would be inadequate. Unless otherwise approved by the other party, such water is to be used solely by the party to provide water to its customers, and is not to be transferred through its system to any other users or water utility companies, except those covered under previously enacted agreements.

Section 2. The installation and maintenance of the connection to the point of connection at Lithopolis' existing line for such emergency supply pursuant to Section 1.B., is to be at the expense of Canal Winchester. Construction and materials for the connection to Lithopolis' existing line are to be approved by Lithopolis.

The connection will consist of water line valves and appurtenances to connect to an existing water line at on Washington St. At any time this emergency service is to be utilized, such use must be authorized by the Canal Winchester Director of Public Service and the Lithopolis Mayor, or their designees.

Section 3. Prior to Canal Winchester furnishing emergency water supply to Lithopolis under Section 1.A., Lithopolis shall be responsible to furnish, install and maintain a booster station adequate to pump up to Lithopolis' system operating pressures on an emergency basis, by either a portable or permanent station. Construction and materials for the booster station are to be approved by Canal Winchester. At any time this emergency service is to be utilized, such use must be authorized by the Canal Winchester Director of Public Service and the Lithopolis Mayor and, or their designees.

Section 4. The parties agree that neither party shall be liable to the customers of the other party's water department for failure to supply water to the other party's customers under the terms of this Agreement.

Section 5. This Agreement is intended to provide a temporary emergency flow by and between the parties and such flow shall not continue for longer than 30 days unless otherwise approved.

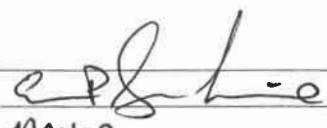
Section 6. The rate for water furnished under this Agreement shall be 70% of the per 1,000 gallon rate charged by each entity at the time water was furnished (this charge shall be construed as the production rate only) and the method of billing will be by separate invoice.

Section 7. Any further supply of water not specifically covered herein shall be negotiated and memorialized as an addendum to this agreement.

**IN WITNESS WHEREOF**, the Parties to this Agreement have hereto set their hands and seals, and have executed this Agreement the day, month, and year first above-written.

**VILLAGE OF LITHOPOLIS**

**CITY OF CANAL WINCHESTER**

By:   
Its: MAYOR

By: \_\_\_\_\_  
Its: \_\_\_\_\_