

By: Keethler Ball

ORDINANCE NO. 27-2023

AN ORDINANCE TO AUTHORIZE THE VILLAGE MANAGER TO EXECUTE A CONTRACT PROVIDING FOR THE SALE OF WATER TO THE VILLAGE OF ALEXANDRIA

WHEREAS, the Village of Granville has an established policy of not providing water utility services to any property located outside of the corporate boundaries of the Village, and it hereby restates that policy; and

WHEREAS, Village Council is committed to not providing water services outside the Village limits to stimulate or encourage development that would adversely impact the economic vitality and quality of life of the community, and the proposed water contract would be consistent with that commitment; and

WHEREAS, the Village of Alexandria has requested that the Village of Granville continue to provide water to the Village of Alexandria as it is in the best interest of their residents to execute a new water service contract; and

WHEREAS, the Village of Granville presently has ample water services to continue to provide water to the Village of Alexandria; and

WHEREAS, the Village of Granville has proposed a contract to be entered into between the Village of Alexandria and the Village of Granville from January 1, 2024 through December 31, 2024; and

WHEREAS, the Village Council hereby finds and determines that it is in the best interest of Granville to continue to extend water services to the Village of Alexandria.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Granville, Licking County, Ohio that:

Section I. The Village Manager is hereby authorized to sign a water service agreement between the Village of Granville and the Village of Alexandria, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

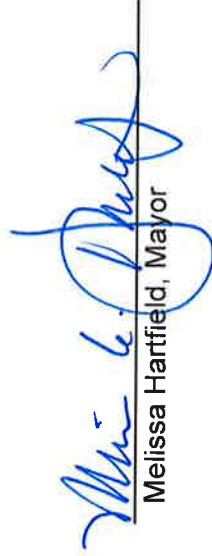
Section II. The Village Manager is hereby authorized to execute the agreement and to take whatever actions are necessary to implement the terms and conditions of the agreement.

Section III. This ordinance shall become effective upon the earliest date allowed by the laws of the State of Ohio and the Charter of the Village of Granville.


Passed this 20th day of December, 2023.

ATTEST:


Autumn Klein, Clerk of Council


Melissa Hartfield, Mayor

APPROVED AS TO FORM:


William Mattes, Law Director

**WATER SERVICE CONTRACT
BETWEEN
THE VILLAGE OF GRANVILLE, OHIO
AND
THE VILLAGE OF ALEXANDRIA, OHIO**

This contract made and entered into on January 1, 2024 (this "Contract"), by and between the Village of Granville, Ohio, a municipal corporation ("Granville"), duly authorized by Ordinance No. 27-2023, passed December 20, 2023 and the Village of Alexandria, Ohio, a municipal corporation ("Alexandria"), duly authorized by Ordinance No., passed, to provide for the provisioning of certain water services in consideration of the mutual promises contained herein.

1. Water Services. Granville, for the consideration stated herein, shall furnish to Alexandria water in an amount not to exceed sixty thousand (60,000) gallons per day from the municipal water system of Granville, for a period of one (1) year commencing on January 1, 2024 and ending December 31, 2024, unless otherwise terminated pursuant to the terms of this Contract.
2. Construction, Installation and Maintenance of Backflow Preventing Device and Water System.
 - (a) Alexandria agrees to install and maintain in good working order a backflow-preventing device ("Device") that meets the requirements and specifications of the Ohio Environmental Protection Agency (OEPA). The Device shall be attached to a line at a location determined by Granville. Alexandria shall retain sole ownership and responsibility for all activities and cost associated with the installation and maintenance of the Device, including, but not limited to, ensuring that the Device and its associated components are of sufficient capacity and quality and meet all applicable building standards.
 - (b) Alexandria agrees to construct, install and maintain in good working order all parts of the water system that Alexandria considers necessary for the transmission and distribution of water ("Water System", and together with the Device, the "System"). The System may include, but is not limited to: booster stations, storage facility, main lines, distribution lines, and customer meters. All pipes installed or used in the System must meet the appropriate ASTM/AWWA pipe standards. Alexandria shall retain sole ownership and responsibility for all activities associated with the construction, installation and maintenance of the System, including, but not limited to, ensuring that the System and its associated components are of sufficient capacity and quality and meet all applicable building and OEPA standards. Alexandria also agrees to be responsible for all permits required by the OEPA and/or other regulating agencies for the public system extension, provide copies of said permits and to advise Granville of each of the public water extension projects before construction begins.

3. Inspection Device and System.

- (a) Granville shall have the right to inspect the System at any time to determine whether the System is in proper working order. Granville shall have the right to conduct inspection of any part of or all of the System for leaks relating to transmission, distribution and storage of water.
- (b) If any leak is found, Granville shall notify Alexandria as soon as practicable. Upon receiving notification or discovery of any leak, Alexandria shall, as soon as practicable, cause the leak to be repaired. Alexandria acknowledges and agrees that if it fails to commence repair of any such leak within two (2) days of receiving notice or discovering the leak, Granville may, in its sole discretion, cease to furnish water to Alexandria until such repair is completed to the satisfaction of Granville. Alexandria agrees to and shall hold Granville harmless from and against any and all claims, damages, penalties, losses, liabilities, and causes of action, and/or damages to persons or property of the inhabitants or customers of Alexandria and to pay expenses (including reasonable attorneys fees and

costs) arising out of Alexandria's failure to repair any leak and/or Granville's cessation of water service for failure to repair such leaks.

(c) Granville may, in its sole discretion or upon the request of Alexandria, provide emergency assistance to repair a leak within the System upon a failure by Alexandria to contract with a private firm to provide said assistance or failure by Alexandria to take such actions necessary to repair a leak. In the event that Granville provides such emergency assistance, it shall be reimbursed for all costs associated with such assistance or arising out of such assistance, including but not limited to, the costs of materials, equipment usage, and labor including fringe benefits. Alexandria acknowledges and agrees that Granville is under no obligation to assist in the repair of the System.

4. Determination of Rate for Water Services.

(a) During the term of this Contract, Alexandria agrees that in consideration for the services provided herein that it shall pay to Granville a contract rate equal 1.30 times the current rate in effect for Granville customers who purchase water and reside within the corporate boundaries of Granville ("Alexandria Contract Rate"). Alexandria agrees to pay to Granville for all water furnished by Granville, as measured by a designated meter or, in the event of the malfunction of the meter, the volume as determined by paragraph 7, a sum equal to the total gallons furnished multiplied by the Alexandria Contract Rate. The rates and charges assessed by Alexandria for furnishing water to its residents and customers shall be not less than the Alexandria Contract Rate. Alexandria agrees that it will be responsible for all billing and collection for the sale of water to its residents and customers. Granville shall provide to Alexandria thirty (30) days advance written notice of any change in the rate in effect for Granville customers who purchase water and reside within the corporate boundaries of Granville based upon any changes in its rate structure during the prior year, which new rate will become effective (30) days after receipt of the notice.

(b) In the event that water usage by Alexandria exceeds the permitted contract amount for any given month, Alexandria shall be billed at a rate of 1.5 times the rate in effect for Granville customers who purchase water and reside within the corporate boundaries of Granville for amount of water in excess of the permitted contract limit in accordance with the provision of this Contract.

5. Use of Water Services. The quantity of water furnished under this Contract shall be determined on a monthly basis. Granville shall furnish a maximum of sixty thousand (60,000) gallons per day. Should Granville determine at anytime that the quantity of water being furnished to Alexandria exceeds sixty thousand (60,000) gallons per day, Granville shall notify Alexandria as soon as reasonably practicable. Upon notification, Alexandria shall take such corrective actions to limit the quantity of water to sixty thousand (60,000) gallons per day. If within thirty (30) days from notification, Alexandria fails to take corrective actions Granville, in its sole discretion, may: (i) require Alexandria to reduce its water consumption under the sixty thousand (60,000) gallons per day limit to accommodate Granville's other customers and, if so required, Alexandria shall construct and maintain adequate storage facilities to make such periodic supply available; or (ii) cease service at certain times to ensure Alexandria's compliance with the sixty thousand (60,000) gallons per day limit. Alexandria agrees to and shall hold Granville harmless from and against any and all claims, damages, penalties, losses, liabilities, and causes of action, and/or damages to persons or property of the inhabitants or customers of Alexandria and to pay expenses (including reasonable attorneys fees and costs) arising out of Alexandria's noncompliance with this paragraph and Granville's cessation of water services for exceeding the sixty thousand (60,000) gallon per day limit.

6. Charges for Water Services. Total gallons furnished shall be determined once each month and invoiced to Alexandria. Should Alexandria fail to pay any such invoice within thirty (30) days after its receipt, Granville, in its sole discretion, may cease to furnish water to Alexandria until such invoice is paid, and Alexandria shall hold Granville harmless from and against any and all claims, damages, penalties, losses, liabilities, and causes of action, and/or damages to persons or property of the inhabitants or customers of Alexandria and to pay expenses (including reasonable attorneys fees and costs) arising out of Granville's cessation of water services for non-payment of any such termination of water supply. Alexandria

agrees to secure the payment of said invoice by the posting of a bond in favor of Granville in the amount of \$15,000, or by establishing an escrow account in the amount of \$15,000, which amount the parties estimate to be the water charge for a three (3) month period of use. In the event that Alexandria fails to pay any such invoice as required above, Granville may recover the amount of said invoice against said bond or from the monies in said escrow account. All interest earned on funds deposited to the escrow account shall be payable to Alexandria

7. Reading of Meter for Water Services. Granville shall give Alexandria at least twenty-four (24) hours prior notice of date and time of the monthly meter reading, which Alexandria shall have the right to have a representative present. Nothing herein shall limit the right of Granville to inspect the meter at any time. If the meter is inoperable, or is not functioning properly, Granville may, after giving twenty-four (24) hours notice to Alexandria, calculate the amount of water being furnished to Alexandria on the basis of the average daily consumption for the previous three (3) months, and may continue to use such calculated amounts until such time as the meter is functioning properly. Granville agrees to repair or replace the meter with all reasonable dispatch if the meter ceases to function properly.
8. Maintenance and Repair of Granville's Municipal Water System. Granville has the right to temporarily shut off the water supply to Alexandria whenever alterations, additions, maintenance operations or breaks in the lines or any interruption of production and/or distribution facilities make it necessary. Granville shall give Alexandria notice, as soon as reasonably practicable, of any anticipated shut-off and the probable duration of such shut-off. In case of a serious break or accident or emergency that, in the opinion of the Granville Village Manager or Water Plant Supervisor requires immediate discontinuance of water service, water service may be discontinued without prior notice. In the latter case Granville shall give Alexandria notice, as soon as reasonably practicable, of the reason for the interruption of water service and an estimate of the probable duration of such interruption. Granville shall not be liable or responsible for any damage that might result to Alexandria or its residents or customers due to any necessary or emergency discontinuance of water service.
9. Restriction of Water Services.
 - (a) Alexandria agrees to restrict the reselling of water furnished by Granville pursuant to the terms of this Contract to residents and customers residing within the service area described on Exhibit A attached hereto and made a part hereof.

Alexandria, for the service area described on Exhibit A attached, agrees it shall make no connections to any other water supply other than that of Granville. Alexandria shall furnish to Granville copies of its location maps showing its total public water distribution system, and shall furnish updated copies as changes or additions are made to the water distribution system. In no event shall Alexandria expand its distribution system outside of the service area described on Exhibit A without the prior written permission of Granville.
10. Termination. It is agreed that if Alexandria neglects to comply with or violates any of the terms or conditions of this contract, Granville shall notify Alexandria in writing of such neglect or violation and Alexandria shall correct such non-compliance or violation within sixty (60) days after said notice. If Alexandria fails to correct such non-compliance or violation within sixty (60) days, Granville may, after giving Alexandria an additional thirty (30) day notice, terminate this Contact.
11. Treatment of Granville's Municipal Water System. Granville reserves the right to add or delete any chemicals to the water that it deems necessary.
12. Miscellaneous.
 - (a) If Granville's performance of any of its obligations hereunder is delayed or made impossible due to fire, catastrophe, strikes or labor troubles, civil commotion, acts of God, or any other cause beyond its control, Granville shall not be liable or responsible for any damage that might result to Alexandria or its residents or customers.

(b) Any notice required under the terms of this contract shall be given to the following persons:

Village of Granville
Village Manager
141 E. Broadway
P.O. Box 514
Granville, Ohio 43023
(740) 587-0707

Village of Alexandria
[Insert Party]
[Insert Address]
P.O. Box 96
Alexandria, Ohio 43001
(740) 924-2001

Any subsequent change in the person designated to receive notice shall be promptly sent in writing to the other party.

(c) Granville, in its sole discretion, may extend and/or waive any time period provided for in this Contract upon written request of Alexandria that includes the reasons in support of such extension or waiver. Any extension or waiver granted will be in writing.

(d) This Contract constitutes the entire agreement of the parties with regard to such subject matters, and contains all of the covenants, promises, representations, warranties and agreements between the parties with respect to such subject matters and replaces and merges previous agreements and discussion pertaining to the subject matters. Any modification or waiver of any provision of this Contract will be effective if it is in writing as signed by both of the parties hereto.

[Signatures on the Next Page.]

WATER SERVICE CONTRACT

Signature Page of Parties

IN WITNESS WHEREOF, this Contract has been executed as of the day and year set forth above.

VILLAGE OF GRANVILLE, OHIO

VILLAGE OF ALEXANDRIA, OHIO

BY: *Hus Koch*

BY: *Sean Boerner*

Approved as to form

[Signature]
Law Director, Village of Granville, Ohio

[Signature]
Village Solicitor, Village of Alexandria, Ohio