

ORDINANCE NO. C-60-71

AN ORDINANCE TO AUTHORIZE AND DIRECT THE MAYOR
TO ENTER INTO A SEWER AGREEMENT ON BEHALF OF THE
CITY OF GROVE CITY WITH THE CITY OF COLUMBUS, AND
TO DELCARE AN EMERGENCY

WHEREAS, AN emergency exists in the usual daily operation of the City of Grove City in that it is immediately necessary that this council authorize the signing of a sewer agreement with the City of Columbus, in order to preserve the public health and safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The Mayor is hereby authorized and directed to execute an agreement for sewerage services between the City of Grove City and the City of Columbus in substantially the following terms:

AGREEMENT

To provide for the discharge of sewage, industrial wastes, water or other liquid wastes from the City of Grove City, Ohio, into, and the transportation, pumping and treatment of the same, by the Sewerage System and the Sewage Treatment Works of the City of Columbus, Ohio, as hereinafter provided; now, therefore, THIS AGREEMENT MADE AND ENTERED INTO THE 21st day of December, 1971 by and between the CITY OF COLUMBUS, OHIO, Party of the First Part, and the CITY OF GROVE CITY, OHIO, Party of the Second Part, providing for the discharge of sewage, industrial wastes, water or other liquid wastes from the said City of Grove City, Ohio, into and for the transportation, pumping and treatment of said sewage, industrial wastes, water or other liquid wastes, by the Sewerage System and Sewage Treatment Works of the said City of Columbus, Ohio.

WITNESSETH:

In consideration of the mutual covenants and premises herein contrained, and in accordance with the applicable provisions of Chapter 1147, Columbus City Codes, 1959 and as amended, and of Ordinance No. _____ passed _____ by the Council of the City of Columbus, the parties hereto agree as follows:

SECTION 1. That, subject at all times to the provisions of Article XVIII, Section 6, of the Constitution of Ohio, the City of Grove City, Ohio, shall have the right and obligation, under the applicable provisions of the aforesaid authorization throughout the effective period of the Agreement, to discharge all sewage, industrial wastes, water or other liquid wastes from its sanitary sewers, either directly or indirectly, or both, into the Sewerage System of the City of Columbus, Ohio, and to have the same transported, pumped and treated by the Sewerage System and Sewage Treatment Works of the City of Columbus, provided, however,

- (a) That the City of Grove City, Ohio shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement.
- (b) That whenever and to the extent that the code of the City of Columbus prohibits or restricts the direct or indirect discharge to the sanitary sewers of subsoil drains from premises within the City of Columbus, such prohibition or restriction shall apply with equal force as a minimum to premises with the City of Grove City as if the same were a part of the Agreement. The provisions of this paragraph shall not apply to any such subsoil drains in existence prior to the effective date of such legislation by the City of Columbus.
- (c) That the City of Grove City, Ohio agrees it will not at any time cause or permit storm water or roof water leaders to be led into or connected with the separate, or sanitary system of sewers, or led into or connected with any soil, pipe,

house drain, or house sewer tributary to the separate or sanitary system of sewers.

- (d) That the City of Grove City, Ohio agrees it will not discharge, or cause or permit to be discharged into any sewer or into any water course, ditch or drain leading into any sewer, any acid, chemical or other substance, which tends to or does destroy or in any way injures the sewer or which in any way interferes with the proper maintenance of facilities and the transportation, treatment or disposition of any sewage carried or drained through any sewer in the City of Columbus, Ohio.
- (e) That the City of Grove City, Ohio agrees it will not discharge, cause or permit to be discharged directly or indirectly into any sewer, any kerosene, gasoline, benzine, naphtha or any explosive or inflammable chemical, substance or thing.
- (f) That the City of Grove City, Ohio agrees the requirements set forth in Paragraph (c), (d), and (e) above, together with any elaboration, extension, definition or amendment of said requirements as such may be duly elaborated, extended, defined or amended through rules and regulations issued from time to time by the Director of Public Service, or by legislative processes of the Council of the City of Columbus, Ohio, shall all apply to all premises in the City of Grove City, Ohio, which are or later become tributary directly or indirectly to the Sewerage System of the City of Columbus, to the same extent and degree as they apply within the City of Columbus and any violation of these provisions shall be corrected or caused to be corrected at once by the said City of Grove City, Ohio.
- (g) That subject to Sections 3 and 4 hereinafter the said City of Grove City agrees to prohibit the discharge of sewage, industrial wastes, water or other liquid wastes into its sanitary sewers from any area outside the present corporation limits of the said City of Grove City, Ohio with exception of Village of Urbancrest which now exists within "Area B", as these limits exist on the date of execution of this agreement. Provided, however, that in the case of premises within the area delineated in blue and identified as "Area B" on the map attached hereto, the City of Grove City may grant the right to discharge sewage, industrial wastes, water or other liquid wastes into sanitary sewers within the said City when and after said premises within said "Area B" become formally annexed to the City of Grove City, or the Village of Urbancrest. It being further provided that upon and with specific written approval of the Director of Public Service of the City of Columbus, Ohio, other premises within areas which subsequently become formally annexed to said City of Grove City may also be granted the right to discharge sewage, industrial wastes, water or other liquid wastes into sanitary sewers within the said City of Grove City, Ohio.
- (h) That the City of Grove City, Ohio agrees the construction of all house sewers or service connections in the said City of Grove City, Ohio, shall meet the provisions of the Agreement, the then current minimum requirements governing such work in the City of Columbus, Ohio, and conform to the rules and regulations of the City of Grove City, Ohio.
- (i) That the City of Grove City, Ohio agrees the design, construction, operation, use and maintenance of all sanitary sewers, house services and connections in the said City of Grove City, Ohio, including all connections with the Sewerage System of the City of Columbus, Ohio, shall be performed at the entire expense of the said City of Grove City, Ohio, and shall conform in all respects with corresponding standards and practice of the City of Columbus, Ohio. All main sanitary sewers and connections to serve areas within the City of Grove City shall be constructed in accordance with detailed plans and specifications which have been approved from an engineering standpoint by the Chief Sewerage Engineer and the Director of Public Service of the City of Columbus, Ohio, provided that such approval, from an engineering standpoint, or disapproval supported by engineering reasons therefor, shall be made by the Director of Public Service of the City of Columbus, Ohio within (30) days after said plans and specifications have been submitted for final approval by the City of Grove City, Ohio, otherwise said City of Grove City may proceed with construction in full conformity with such plans and specifications and with such engineering

supervision and inspection as may be required by the City of Columbus, Ohio and subject all other provisions of the Agreement and applicable references. That upon completion of such work, and not later than sixty (60) days thereafter accurate record drawings showing the work as actually constructed shall be filed, by the said City of Grove City, Ohio, with the said Chief Sewerage Engineer.

- (j) That the City of Grove City, Ohio, agrees that for all properties and premises connected into sewers after the effective date of the Agreement a System Capacity Charge for main trunk sanitary sewer benefit, or such similar charge as may be hereinafter established by the City of Columbus shall be exacted and collected by the City of Grove City, Ohio, against any and all such property and premises which are located within the corporate limits of said City of Grove City, Ohio, wherever such property is or will be tributary directly or indirectly to the sewerage system of the City of Columbus and provided that such charge shall be exacted, and collected before or upon the issuance of a permit to connect such property to the sewer system. That the charge so exacted shall be computed on dwellings, commercial and industrial units as computed by the City of Columbus for similar properties as established by Ordinance from time to time. That furthermore, the City of Grove City, Ohio agrees to pay to the City of Columbus, Ohio at three (3) month intervals one-third (1/3) of all such charges so collected and further agrees to segregate and use the remaining two-thirds (2/3) of such charges for the purpose of payment of expenses incurred in carrying out obligations of the City of Grove City, Ohio, under Paragraph (i) above and including the retirement of debt for its sanitary sewerage and sewage treatment system.
- (k) That the said City of Grove City, Ohio, agrees to establish a system of sewer service or connection permits and shall transmit copies of sewer service permits to the City of Columbus, Ohio, monthly and shall keep and maintain an accurate record of all premises connected with its sewers which record shall, upon demand, be made available to the City of Columbus, Ohio
- (l) That the City of Grove City, Ohio, agrees to furnish the Director of Public Service of the City of Columbus, Ohio, all available information and data as to all sources of water supply other than the Division of Water of the City of Columbus, Ohio, which may now be in existence, or may later be developed to serve premises within the City of Grove City with such data and information, in the case of wells, to include the location, size, capacity and depth thereof and further where such water supply discharges directly or indirectly into the sanitary sewer system, said City of Grove City, Ohio shall require metering or other form of measurement to be agreed to by the said Director of Public Service of the City of Columbus.
- (m) That as soon as available, the City of Grove City agrees to furnish to the City of Columbus copies of its location atlas maps showing the overall sanitary sewer system and furnish additional copies as and when individual maps are changed or brought up to date.

SECTION 2.

- (a) That the City of Columbus shall have the right and privilege beginning as of the effective date of the Agreement and providing that an appropriate Agreement for water service has been executed between the City of Columbus and the City of Grove City, Ohio, of billing directly against or of adding to water bills rendered against premises within the City of Grove City, by the Division of Water of the City of Columbus, a charge or charges based on the applicable provisions of said Chapter 1147, Columbus City Codes, 1959, as amended, which charge or charges may be changed in accordance with such rates as may be established from time to time for areas outside the corporate limits of the City of Columbus by subsequent applicable ordinances or amendments thereto of the Council of the City of Columbus, Ohio, provided, however, and subject to the provisions of Section 1 of this Agreement, that in the event of any such change, or in the event of any change in the charges now being made within the City of Columbus for similar services, the charges to premises in the City of Grove City shall not at any time, exceed the charges duly established and collected at such time

for and from premises within the City of Columbus, for similar sewerage service, plus fifty percent (50%).

- (b) Notwithstanding the provisions of Paragraph (a) of the Section, the City of Columbus, Ohio, agrees that in the event the City of Columbus should, subsequent to the date of this Agreement, agree to furnish like services to any other political subdivision for a lesser rate of charge or charges than established in said Paragraph (a) of this Agreement, then and in that event the rate of charge or charges to the City of Grove City, Ohio, will be reduced to the same rate of charge or charges as may be established for the said "other political subdivision" with the provision during life of the herein Agreement, that such a reduction shall not apply for any period longer than established for the said "other political subdivision" and with the further provision that such a reduction shall not apply in the case where the aforesaid "lesser rate of charge or charges" may be ordered by a proper court having jurisdiction.
- (c) Upon request by the City of Grove City, Ohio, the City of Columbus agrees to include as a separate item under the billing authorized above, such surcharge as may be established from time to time by ordinance or regulation of the Council of the City of Grove City, Ohio. Such surcharge shall be refunded to the said City of Grove City, Ohio, semi-annually together with a verified report of the amount collected.
- (d) The City of Columbus agrees that in the computation of charges made to users of sewerage service in the City of Grove City, the same credits or adjustments shall be applied, as are now or may hereafter from time to time be applicable to users of such service in the City of Columbus, by reason of the non-entry into the sanitary sewers of water consumed by such users. Provided that any fee within the City of Columbus to obtain such credits or adjustments may be increased by 0.50 (fifty cents) for users within the City of Grove City, Ohio.

SECTION 3.

That the City of Grove City, Ohio, agrees that during the effective period of this agreement, the City of Columbus, Ohio, shall have the right to enter into and within the corporate limits of said City of Grove City, Ohio, for all purposes of this Agreement and for the further purpose of construction within the individual design-tributary area, of any extensions to the sewer system of the City of Grove City, Ohio, and constructing any other main sewers which, on the basis of sound engineering principles, may be deemed necessary by the Director of Public Service of the City of Columbus, Ohio, to build up an adequate sewer collector system in the entire area to be serviced by the City of Columbus, Ohio, including but not being limited to the corporate area of the City of Grove City, Ohio. The plans and specifications for the construction of such sewers shall be submitted by the City of Columbus to the City of Grove City, Ohio for approval from an engineering and location standpoint. Such approval or rejection supported by engineering reasons therefor, shall be made by the said City of Grove City, Ohio within thirty (30) days after the said plans and specifications have been submitted for final approval by the City of Columbus, Ohio. In the case where no approval or disapproval is made by the City of Grove City within the said thirty (30) days, the City of Columbus may proceed with construction, without prejudice, in full conformity with the plans and specifications so submitted and not acted upon by the City of Grove City subject however to legal requirements governing the need for proper easements where the said sewers will be located on private property. In the case, where said plans and specifications are disapproved from an engineering or location standpoint by the City of Grove City within the said thirty (30) days, such disapproval shall be made in writing and the engineering reasons for disapproval definitely established.

The City of Columbus pledges itself to construct such main sewers at its own expense and, insofar as possible, to restore disturbed areas, insofar as practical, to the same or equal condition in which they were found prior to such construction. The City of Columbus will and shall have the right to preserve, maintain, operate,

replace and repair any such sewers. During the life of this contract, the City of Grove City, Ohio, shall have the right to connect any main sewers of its own collector system to any such aforementioned sewers subject to the requirement that the flow from such City of Grove City, Ohio main sewers is not contributed by areas outside the individual tributary-design area of the said main sewers constructed by the City of Columbus and further subject to the requirement that such connections shall be made under the supervision of the Chief Sewerage Engineer in such manner as he shall approve and in full conformity with all other provision of the Agreement.

SECTION 4.

That the City of Grove City, Ohio further agrees that the City of Columbus may connect any main sewer to the sewerage system of the City of Grove City after submission of the plans and specifications therefor to the City of Grove City in accordance with the provisions of Section (3) above and provided that such main sewer connections by the City of Columbus do not serve areas outside the tributary design areas of the City of Grove City Sewer System.

SECTION 5.

That this Agreement shall be effective as of the date the City of Grove City commences to use the Sewerage System and the Sewage Treatment Works of the City of Columbus and shall remain in effect for a period of twenty years subject to earlier termination or to revision, or properly authorized modification, or to renewal upon mutual agreement of the parties hereto and shall supersede and cancel any and all previous Agreements concerning sanitary sewerage service between the parties hereto. Either party has the option to extend the terms of this Agreement for an additional twenty-year period.

SECTION 6.

That if any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of the Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

SECTION 7.

That failure on the part of either party of this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in part, shall vest in the other party to the Agreement the right to terminate same, effective sixty (60) days after written notice of such failure and the intent to terminate is filed by such party with the offending party, provided that the offending party shall have the right to correct the said failure to faithfully discharge its obligations and responsibilities and upon demonstration thereof such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands on this _____ day of _____, 19____.

THE CITY OF COLUMBUS, OHIO
(Party of the First Part)

By: _____
Director of Public Service

Approved as to Form:

THE CITY OF GROVE CITY, OHIO
(Party of the Second Part)

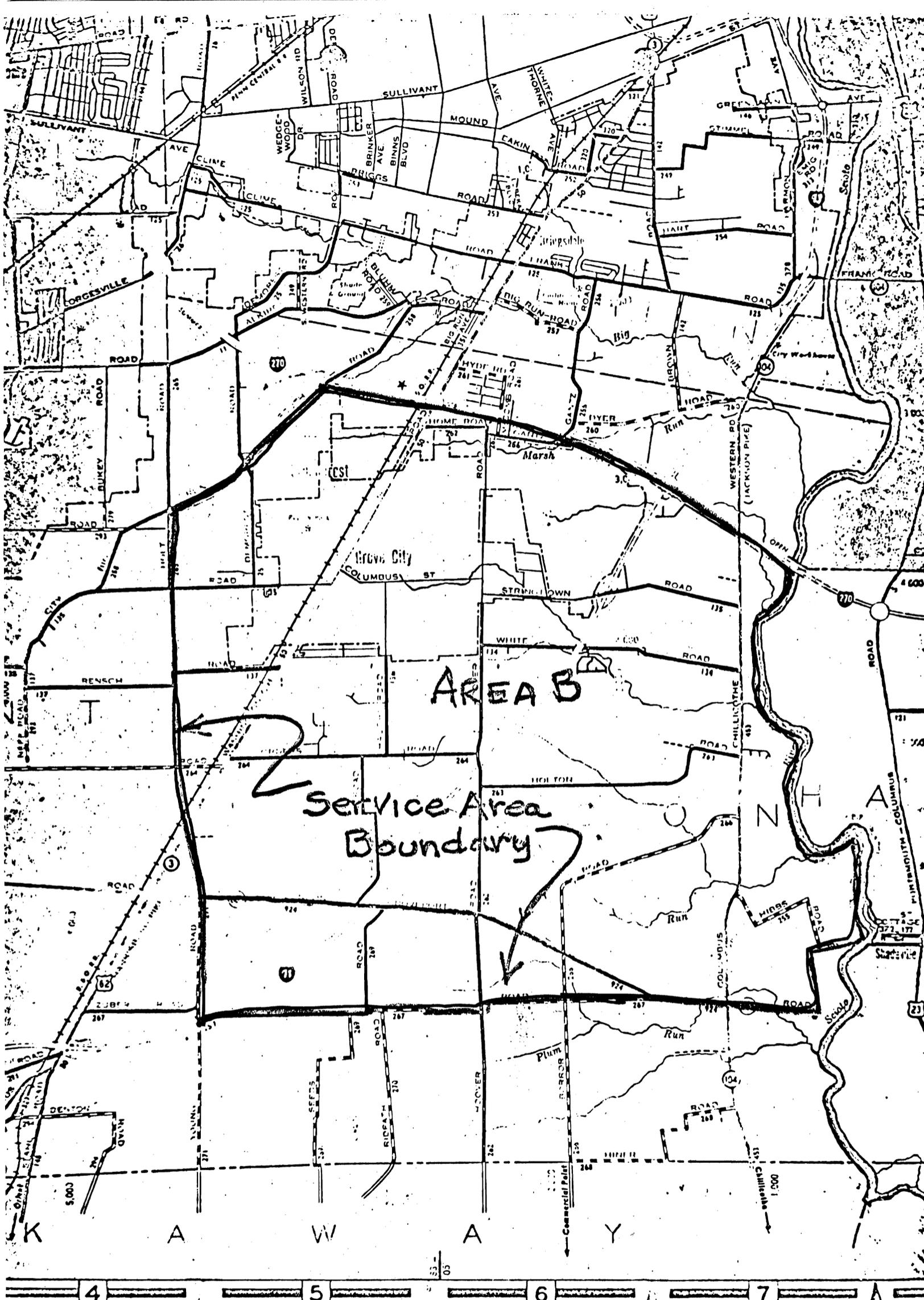
Solicitor, City of Grove City

By: _____

City Attorney, Columbus, Ohio

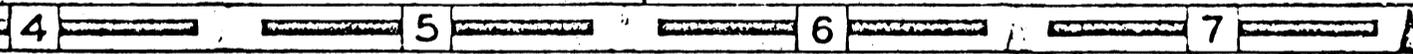
By: _____

By: _____



AREA B

Service Area Boundary



SECTION 2. That for reasons stated in the preamble hereto and made a part hereof, this ordinance is declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor.

Submitted: 12/13/71
Passed: 12/13/71
Effective: 12/13/71

Charles W. Ogg
Charles W. Ogg, President of Council

George M. Haughn
George M. Haughn, Mayor

June A. Cook
June A. Cook, Clerk of Council

I certify that this ordinance is correct as to form.

Kent F. Ozmun
Kent F. Ozmun, Director of Law