RESOLUTION NO. 3-14

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE VILLAGE OF GRAND RIVER FOR SERVICING OF WATER SUPPLY TO THE VILLAGE AND ITS CITIZENS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Painesville and the Village of Grand River mutually desire the City to continue to provide water service to the Village; and

WHEREAS, the City and Village have mutually determined the expiration of previous written agreements requires the need for a new agreement; and

WHEREAS, the City and the Village have determined mutually to enter into a new agreement so as to revise and restate their respective obligation with respect to water service to the Village; and

NOW, THEREFORE, be it resolved by the Council of the City of Painesville, Lake County, Ohio:

SECTION 1. That the City Manager is hereby authorized and directed to execute and enter into an agreement with the Village of Grand River for the supply of water on behalf of the City of Painesville and, substantially in the form of the attached Exhibit 1, with such changes, insertion, deletions, and substitutions therein, if any, as shall deemed necessary and advisable.

SECTION 2. That this Resolution is hereby declared as an emergency measure necessary for the protection and preservation of peace, health, safety, and general welfare of the inhabitants of the City of Painesville and for customers in the Village of Grand River served by our water system, the emergency being the immediate need to comply with the requirements of the Water agreement and therefore, this Resolution shall become effective immediately upon its passage.

PASSED: January 21, 2014

EFFECTIVE: January 21, 2104

PaulW. Hach,II
President of Council

ATTEST:

Tara Diehl
Clerk of Council

WATER SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of February, 2014, by and between the **CITY OF PAINESVILLE, OHIO** (the City), duly authorized by Resolution No. ____, passed by its Council on the ___ day of _____, 2014, and the **VILLAGE OF GRAND RIVER, OHIO** (the Village), duly authorized by a resolution adopted by its Council on the ____ day of _____, 2014:

WHEREAS, the City and the Village (collectively, the Contracting Parties) have heretofore entered into an agreement granting to the City the right and requiring the City to provide, upon certain terms and conditions, water service to the Village; and

WHEREAS, although the Contracting Parties' previous written agreements have expired, the City and Village mutually desire the City to continue to provide water service to the Village; and

WHEREAS, by reason of changed circumstances and conditions and for good and sufficient consideration as hereinafter recited, the Contracting Parties have determined mutually to enter into this new Agreement so as to revise and restate their respective obligations each to the other with respect to water service to the Village;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants hereinafter set forth and of other good and valuable considerations, the Contracting Parties do hereby agree that:

Section 1. The City shall retain jurisdiction for the provision of water service to the Village, as identified on the map attached as Exhibit A.

Section 2. The City hereby agrees to supply such amounts of surplus water as shall be available from its waterworks system and as may be needed for the purpose of serving users within the Village and for fire protection therein, and the water so supplied shall be of the same standard and quality as that furnished by the City to users within its corporate limits. In the event, however, of damage to the City's system or other emergencies preventing the City's compliance with the service provisions of this Agreement, the water supply to the Village may be shut off by the City in whole or in

part as needed and without notice, and any such suspension of water service or any inadequacy of water pressure for reasons beyond the control of the City shall in no case render the City liable for damages to any person, firm, corporation or public entity.

Section 3. The water rates to be charged by the City to users within the Village and to be billed by the City in accordance with Section 2 hereof shall be as follows.

a) During the first year of this Agreement, users within the Village shall be billed at a rate equal to that established for in City users as set forth in Section 933.19 of the Codified Ordinances of the City of Painesville, a copy of which is marked as Exhibit B, attached hereto and incorporated herein, as from time to time may be amended.

b) During the second and third years of this Agreement, users within the Village shall be billed at a rate 25% higher than in City users as set forth in Section 933.19 of the Codified Ordinances of the City of Painesville as from time to time may be amended.

In addition thereto, during the term of this Agreement, users within the Village shall be subject to any monthly capital improvement charge that relates to the main water plant or any system-wide improvement that affects the delivery of water to the Village, that may be imposed by the City upon users within the City.

Section 4. The City shall maintain, repair and operate at its expense the water distribution system in the Village as such system now exists, and its services shall include the direct billing of rates and other charges to users of the system within that Area.

Section 5. The Village grants to the City, the right to use the streets, lanes, alleys, public thoroughfares and grounds of its Village for the purpose of constructing, operating, maintaining, repairing and removing the following: the existing and replacement pipes and appurtenances for the distribution of water in the Village; the existing and replacement pipes and appurtenances for the transmission of water through the Village.

Section 6. The City shall have the right to use any water facilities heretofore or hereafter constructed in whole or in part to serve the Village for the purpose of

supplying water outside that Village if and for so long as the supply of water to the Village as contemplated by this Agreement will not be affected adversely.

Section 7. This Agreement shall be effective as of the date of its execution and shall remain in effect for a period of three (3) years.

Section 8. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

Section 9. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Contracting Parties.

Section 10. This Agreement includes the attached Exhibits, all of which are as fully a part of this Agreement as if herein set forth, or, if not attached, as if attached.

IN WITNESS WHEREOF, the City and the Village have caused this Agreement to be executed by their respective duly-authorized officers as of the day and year first above written.

Approved as to Form:

_____

Joseph M. Gurley
Director of Law,
City of Painesville

CITY OF PAINESVILLE

By: _____
Anthony Carson, City Manager

Approved as to Form:

_____

James M. Lyons
Village Solicitor,
Grand River Village

VILLAGE OF GRAND RIVER

By: _____