

ORDINANCE NO. 1665 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO  
A CONTRACT WITH RURAL LORAIN COUNTY WATER AUTHORITY FOR THE  
ESTABLISHMENT OF AN EMERGENCY TWO-WAY FEED CONNECTION AND  
PROVIDING FOR THE EMERGENCY SUPPLY OF WATER

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the proposed contract between the City of Oberlin, Ohio, and Rural Lorain County Water Authority for an emergency two-way feed connection and the mutual supplying of water in case of emergency, a copy of which is attached hereto, is hereby approved and the City Manager is hereby authorized and directed to execute same on behalf of the City of Oberlin.

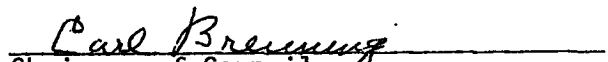
SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - December 6, 1982  
2nd Reading - December 20, 1982  
3rd Reading - January 3, 1983

ATTEST:

  
Clerk of Council

  
Chairman of Council

POSTED: January 4, 1983

# CONTRACT

This contract is entered into this 9th day of February, 1983, by and between the Rural Lorain County Water Authority, LaGrange, Ohio, 44050, and the City of Oberlin, Ohio, 44074.

## WITNESSETH:

WHEREAS, both parties are political subdivisions, and

WHEREAS, both parties own and operate a water supply distribution system, and

WHEREAS, both parties deem it desirable to provide for an emergency two-way feed connection between the parties, and

WHEREAS, by Resolution No. 83-08, enacted on the 9<sup>th</sup> day of FEBRUARY, 1983, Rural Lorain County Water Authority authorized the execution of this contract, and

WHEREAS, by Ordinance No. 1665, enacted on the 3rd day of February, 1983, the City of Oberlin authorized the execution of this contract.

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, it is agreed as follows:

1. As used herein, the designated person shall mean the General Manager of Rural Lorain County Water Authority or any person designated in writing by him, and the City Engineer/Public Works Director of the City of Oberlin or any person designated in writing by him.
2. Rural Lorain County Water Authority or the City of Oberlin shall notify the other party of the existence of a water shortage or emergency and a designated person from each party shall meet at the emergency meter vault and proceed to open the necessary valves to said water in the direction of the emergency. The emergency condition should be corrected as soon as possible and a report made by the designated person of the requesting party to the designated person of the party furnishing the water as soon as possible but no later than at the end of each twenty-four (24) hour period as to the status of the emergency condition. Upon oral or written notification by either party to the other party that the emergency is resolved, the designated persons shall meet at the meter vault, read the meter and shut off the connection.
3. If during an emergency, the flow of water must be curtailed to some degree by either party, then the designated persons shall meet and throttle the proper valve to reduce the flow of water to that amount which can be tolerated by the party supplying the water.
4. There shall be constructed a 6" water main approximately 300 linear feet from the City of Oberlin's water distribution main at the intersection of West Lorain Street and Pyle-South Amherst Road to Rural Lorain County Water Authority's existing water main in Russia Township approximately 300 feet north of the aforesaid intersection to connect both existing water systems. There shall also be constructed an emergency water meter vault in which the connection shall be made, said meter vault to measure at least six (6) feet by eight (8) feet inside and to contain 6" ductile or cast iron pipe with 6" gate

valve and two stretches of 4" ductile or cast iron bypass pipe, each with a 4" meter and two 4" gate valves.

5. The construction shall be performed as follows:

a. Rural Lorain County Water Authority shall have engineering drawings prepared for and shall construct the water meter vault including appurtenances and shall connect its water main to the meter vault.

b. The City of Oberlin shall construct approximately 300 linear feet of connecting water main and shall connect the main to the meter vault. The City shall also seed and mulch disturbed ground surfaces around the meter vault and along the connecting water main and shall patch the disturbed pavement at the intersection of West Lorain and Pyle-South Amherst Road. The City of Oberlin will pay six thousand dollars (\$6,000.00) toward the cost of construction of the meter vault.

6. The City of Oberlin shall obtain the necessary easement to install its water main and the meter vault on private property, and Rural Lorain County Water Authority shall obtain the necessary easement to install its water main on private property.

7. Each party shall pay one-half ( $\frac{1}{2}$ ) the cost of maintaining the meter vault, including piping, valves and meters, said maintenance to be performed by the City of Oberlin. Maintenance charges shall be computed at the actual rate of pay per man hour worked times a multiple of 2.0 to allow for fringe benefits and equipment use. The City of Oberlin shall submit a statement for maintenance charges, said statement to be due and payable within thirty (30) days of the billing date.

8. The party requesting water for emergency use shall pay the party supplying such water the sum of \$1.75 per thousand gallons for water delivered and said rate shall be changed from time to time by mutual agreement of the parties. The party supplying water shall submit a statement to the party receiving water, said statement to be due and payable within thirty (30) days of the billing date.

9. Neither party shall be required to furnish the other party any more than 500,000 gallons in any twenty-four (24) hour period, unless a larger volume is arranged for in the future by mutual agreement of the parties. At the same time, each party shall be required to furnish the other party at least 300,000 gallons in any twenty-four (24) hour period if and when called upon to do so.

10. Ownership of the connecting 6" ductile iron water main shall remain with the City of Oberlin, which shall be responsible for the maintenance and repair of said connecting main and which shall have complete authority over any taps proposed on said line. Ownership of the connecting 6" PVC water main from the north shall remain with the Rural Lorain County Water Authority which shall be responsible for the maintenance and repair of this connecting main. Ownership and control of the meter vault and appurtenances therein shall be and remain in the City of Oberlin and Rural Lorain County Water Authority equally, and both parties shall cooperate in the use and control of said vault.

11. This contract shall be in effect for a term of five (5) years from the date hereof and shall be automatically renewed for additional five (5)

year terms thereafter unless written notice of termination is given not less than six (6) months prior to the renewal date. Additionally, at other times, either party may terminate this agreement upon twelve (12) months advanced written notice, at any time after the contract has been in existence for a period of five (5) years.

IN WITNESS WHEREOF, the parties hereto, acting under the authority of their respective governing bodies, have caused this Contract to be executed in duplicate, each of which shall constitute an original.

RURAL LORIAN COUNTY WATER AUTHORITY

By: Richard S. Sells  
President

Attest:

J. M. Walker  
Secretary

CITY OF OBERLIN, OHIO

By: D. C. Sorenson  
City Manager

Attest:

Julia A. Sorenson  
City Clerk

Approved:

Erin B. Sowers  
City Solicitor