

ORDINANCE # O-17-2022

AN ORDINANCE AUTHORIZING THE MAYOR AND THE FISCAL OFFICER OF THE VILLAGE OF BOLIVAR TO EXECUTE THE ATTACHED CONTRACT BETWEEN THE VILLAGE OF BOLIVAR AND TUSCARAWAS COUNTY, OHIO BOARD OF COMMISSIONERS AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the Village Council of the Village of Bolivar, Ohio as follows:

SECTION 1: WHEREAS, The Mayor and Fiscal Officer of the Village of Bolivar are hereby authorized to enter into the attached contract for Emergency Water Purchase, pursuant to the terms and conditions of the contract hereto and incorporated herein.

SECTION 2: All Ordinances or Resolutions or parts thereof inconsistent with the terms of this Ordinance are hereby repealed.

SECTION 3: This Ordinance shall take effect immediately as permitted by law.

SECTION 4: This Ordinance is hereby declared to be an emergency measure, and its immediate passage is necessary for the preservation of the public peace, health, safety and welfare of the citizens of the Village of Bolivar, Ohio, for the reason that it is necessary for the Village of Bolivar to execute this contract to ensure that the Village maintains the streets and roadways for the safety of the residents. Provided it receives the affirmative vote of two-thirds of the members elected to or appointed to council, it shall take effect and be in force immediately upon its passage and approval.

FIRST READING:

PASSED: _____



TIM LANG, MAYOR

ATTEST:

APPROVE AS TO FORM:

Krystal Christensen, Fiscal Officer

**Attorney Tara Wright-Timberlake
Legal Counsel, Village of Bolivar**

EMERGENCY WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the _____ day of _____, _____, between the Board of Commissioners, Tuscarawas County, Ohio hereinafter referred to as the "County" and the Village of Bolivar, Ohio hereinafter referred to as the "Village",

WITNESSETH:

Whereas, the Village currently owns, operates and maintains a water supply and distribution system serving water users within the Village's corporation limits and now desires to purchase water from the County using a potable water truck in the event of an emergency disruption of service to the Village's water distribution system, and

Whereas, during an emergency disruption of service, the County agrees to provide Village with sufficient water to provide 1 gallon for each resident of the Village through an existing fire hydrant at a location determined by the County provided that adequate backflow prevention and a hydrant meter is provided at the hydrant, and

Whereas, the County by Resolution No. _____ enacted on the _____ day of _____, _____, agreed to the sale of water during an emergency to the Village in accordance with the provisions of the said Resolution, and the execution of this contract by the President of the Board and attestation by the Clerk of the Board, and

Whereas, the Village by Ordinance No. _____, enacted on the _____ day of _____, _____, agreed to the purchase of water during an emergency from the County in accordance with the terms set forth in the Ordinance, and the execution of this contract by the Mayor, and the attestation by the Clerk;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The County Agrees:

1. (Quality and Quantity) To furnish to the Village at a hydrant location designated by the County, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Ohio Environmental Protection Agency in as may be required by the Village during an emergency disruption of service.
 2. (Metering Equipment and Backflow Prevention) The County will provide a reduced pressure backflow prevention device and hydrant meter for use in filling the Village's potable water supply truck. In addition to the County's backflow prevention device, the Village's water supply truck shall be equipped with an air gap approved by the County prior to obtaining water from the County's hydrant.
 3. (Billing Procedure) To furnish the Village at the above address not later than the fifteenth (15) day of each month with an itemized statement of the amount of water furnished the Village during the preceding month.
- B. The Village Agrees:
1. (Rates and Payment Date) To pay the County for the amount of water provided to the Village during the preceding month, not later than the fifth (5) day of each month in accordance with the following schedule of rates:
 - a. \$3.00 per 1000 gallons for water for the first year of the contract. Each successive year, the rate shall be adjusted according to the same percentage increase as applies to the domestic water supply volumetric rate for the County's customers.
- C. It is further mutually agreed between the County and the Village as follows:
1. (Term of Contract) Except as set forth in C.2 below, this contract shall extend for a term of 1 year from the date of the effective date of this agreement and, thereafter shall be automatically renewed on an annual basis.
 2. The obligation to provide further services under this Agreement may be terminated:
 - a. For cause, by either party upon 30 calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. For convenience, by either party upon receipt of 30 calendar days written notice from the other party.
 3. (Modification of Contract) Provisions of this contract may be only be modified or altered by the execution of a mutual agreement in writing by the authorized representative of County and Village.

4. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the County and Village will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
5. (Successor to the Village) That this contract or any portion thereof shall not be assigned to any third party without County's consent. In the event of any occurrence rendering the Village incapable of performing under this contract, the terms of this contract shall be binding upon and inure to the benefit of any successor of the Village, whether the result of legal process, assignment, or otherwise.
6. (Dispute Resolution) The Village and the County agree to negotiate all disputes between them in good faith for a period of 30 days from the dated notice prior to invoking the procedures in Item #7 below.
7. The Village and the County agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by an American Arbitration Association mediator. If such mediation is unsuccessful in resolving a Dispute, the parties may mutually agree to a dispute resolution of their choice, including but not limited to arbitration or by a court of competent jurisdiction.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in _____ counterparts, each of which shall constitute an original.

Tuscarawas County:

By: _____
President

Date: _____

Approved as to Form:

By: _____
Attorney for County

Date: _____

Village of Bolivar:

By: _____
Mayor

Date: _____

Approved as to Form:

By: _____
Attorney for Village

Date: _____

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of the Village of Bolivar ("Village") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the Village of Bolivar during the year _____ under the aforesaid Agreement have been lawfully appropriated by the Village of Bolivar for such purposes and are in the treasury of the Village of Bolivar, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44

Date

Fiscal Officer, Village of Bolivar

FISCAL OFFICER CERTIFICATE

The undersigned, Fiscal Officer of Tuscarawas County ("County") under the foregoing Agreement, hereby certifies that the moneys required to meet the obligations of the County during the year _____ under the aforesaid Agreement have been lawfully appropriated by Tuscarawas County for such purposes and are in the treasury of the County, or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44

Date

Fiscal Officer, Tuscarawas County