AGREEMENT FOR SANITARY SEWER SERVICE
BETWEEN
DELAWARE COUNTY AND THE CITY OF COLUMBUS

This agreement, made and entered into this 12th day of November, 1991, by and between the Delaware County Sewer District, acting through the Board of County Commissioners of Delaware County, Ohio, pursuant to Resolution No. 91-827, and the City of Columbus acting through its Director of Public Utilities and Aviation pursuant to Ordinance No. 2424-91;

To provide for the discharge of sewage, industrial waste, water or other liquid wastes from the sewers of the City of Columbus, in Delaware County, (hereinafter City), into the sewerage system and the sewerage treatment works of the Delaware County sewer district, Delaware County, Ohio (hereinafter County) and to provide for the discharge of sewerage, industrial waste, water or other liquid wastes from the sewers of the County into, and the transportation, pumping and treatment of the same by the sewerage system and sewerage treatment works of the City, as hereinafter provided:

WHEREAS, there exists a need to protect the public health, safety and welfare of the citizens within the County and the City, and for significant environmental reasons including the location and proximity of the City's drinking water supply and related facilities, there are areas within the County where sanitary wastewater can best be treated and discharged by the City, and;

WHEREAS, the County and the City have determined it to be in the best economic interest of their respective residents to avoid duplication of sanitary wastewater treatment facilities, and;

WHEREAS, the County and the City have determined that there are areas within the corporate limits of the City located within the County where sanitary wastewater can best be treated by the County, and, there are areas within the County located outside the corporate limits of the City where sanitary wastewater can best be treated by the City;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, and in accordance with the applicable provisions of the Columbus City Codes, and by the applicable rules and regulations promulgated by the Board of Commissioners of Delaware County, Ohio, the parties do hereby agree to the collection, transportation, pumping, treatment, and discharge of sanitary wastewater as follows:

SECTION I

(A) That the City shall have the right and obligation under the provisions of this agreement to discharge all wastewater from the sanitary sewers of the City located within Delaware County and hereafter described as AREA #1, to the sanitary sewer system of the County for treatment at one of the County wastewater treatment facilities. AREA #1 shall be the area of the County bounded on the west by the Conrail Railroad, on the east by Alum Creek, and on the north by Powell Road.

(B) The City has undertaken a study of its ability to provide service to Areas 2 and 3 hereinafter described. It is anticipated that the study will be completed by April 1, 1992. Upon completion of the study the parties will review the boundaries of Areas 2 and 3 and the conditions of service thereto. The County shall provide service to Areas 2 and 3 within such boundaries for discharge to and treatment by City as the City deems feasible based upon its study. In the event the City determines, based upon the study, contractual obligations, or otherwise, that treatment services by the City are not feasible, then County shall provide service as set forth in this agreement.

(C) The County shall have the right and obligation under the provisions of the Agreement to discharge all wastewater from the sanitary sewers of the County located within the County and hereafter described as AREA #4, to the sanitary sewer system of the City for treatment at one of the City's wastewater treatment facilities.

(D) AREA #2 shall be the area generally west of the Scioto River bounded on the west by Union County, on the south by the corporate limits of the City of Dublin and on the north by U.S. Route 42. The conditions of service to the area shall be determined in accordance with the provisions set forth in I(B) hereinabove.

(E) AREA #3 shall be the area east of Hoover Reservoir and the Little Walnut Creek bounded on the east by the Licking County line, on the south by the Franklin County line, and on the north by State Route 37. Conditions of service to the area, shall be determined in accordance with the provisions set forth in I(B) hereinabove.

(F) AREA #4 shall be the area north of Lazelle Road bounded on the north by the Catholic Cemetery, on the east by the Conrail Railroad, and on the west by the Highbanks Metro Park.

(G) The parties agree that a map describing AREAS #1, #2, #3, and #4 shall be affixed to this Agreement as Exhibit A.

SECTION II

(A) Whenever and to the extent that the ordinances, resolutions, rules and regulations of the parties governing the use of the sewer system in the City or the County prohibit or restrict the direct discharge to the sanitary sewers from premises served thereby, such prohibition or restriction shall apply equally to all premises within AREAS #1, #2, #3 and #4 herein described.

(B) The parties shall not at any time cause or permit storm water, roof drains, or footer drains to be connected to the sanitary sewer system. The County and City by authorizing the execution of this Agreement do hereby adopt pertinent parts of one another's Codes including Chapter 1145 Columbus City Codes and/or Regulations as amended, pertaining to wastewater discharge, as local regulations governing the discharge into any sewer or related appurtenance.

(1) The parties may make and enforce rules and regulations establishing the types and characteristics of sewage, industrial wastes, and other matter which shall not be discharged into the sanitary sewerage system, the types and characteristics of sewerage and industrial wastes dischargeable to the system only after pretreatment, requisites for pretreatment, and otherwise governing the discharge of sewerage, industrial wastes and other matter into the system other than as may be provided, in the interest of the public health, safety and welfare and the further efficient operation of the wastewater treatment facilities of the respective parties.

(2) No user of the sanitary sewer system of the County which discharges into any sewer of the City shall discharge any wastewater in excess of the standards set forth by the City, and no user of the City which discharges into any sewer of the County shall discharge any wastewater in excess of standards set forth by the County.

(3) The parties 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 anyway interferes with proper maintenance facilities and the transportation, treatment or disposition of any sewerage carried or drained through any sewer of the County or the City.

(4) The parties shall not discharge, cause or permit to be discharged, and no other person shall discharge, cause or permit to be discharged, directly or indirectly into any sewer of the County or the City in violation of the discharges prohibited by each party in their respective areas.

(5) (a) The requirements set forth in this Agreement, together with any elaboration, extension, definition or amendment of said requirements through the rules and regulations issued from time to time by the City's Director of Public Utilities and Aviation, or by legislative processes of the Council of the City of Columbus shall all apply to all premises in the County 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 apply within the City of Columbus.

(b) The requirements set forth in the Agreement, together with any elaboration, extension, definition or amendment of said requirements through the rules and regulations issued from time to time by the Delaware County Sanitary Engineer or by legislative processes of the Board of County Commissioners shall apply to all premises in the City which are or later become tributary directly or indirectly to the sewerage system of the County to the same extent and degree as apply within the County.

(6) Nothing in this Agreement nor in the codified ordinances of the City of Columbus or resolutions duly adopted by the Board of County Commissioners shall be construed as preventing any special agreement or arrangement between the County or the City and any user whereby wastewater of unusual strength or character is accepted into the publicly owned treatment works of either party, and specially treated, and subject to any payments or user charges, as may be applicable. However, no discharge which violates Categorical Pretreatment Standards will be allowed under the terms of the such special agreement. If, in the opinion of the City's Director of Public Utilities and Aviation, or the County Sanitary Engineer, the wastewater may have the potential to cause or result in any of the following circumstances, no special agreement shall be made:

(a) Pass–through or interference at the treatment facilities;

(b) Endanger County or City employees or the public;

(c) Cause violations of Water Quality Standards in the receiving waters or of the County or City's NPDES permits.

(7) The construction of all sanitary sewers, pump stations, or service connections shall meet the current requirements applicable to such improvements in effect as promulgated for the area where such improvements are to be constructed.

(8) If, due to an accident or emergency, the City or County does not comply with any prohibition or limitation herein set forth, the offending party shall use its best efforts to notify the other within twenty–four (24) hours so the corrective action may be taken to protect the treatment facilities. In addition, a written report detailing the date, time and cause of the accidental discharge and the quantity and characteristics of the discharge shall be filed with the other party within twenty–one (21) days of the occurrence of the non–complying discharge.

SECTION III

(A) All main sanitary sewers and connections to serve AREAS #1, #2, #3, and #4 as described herein shall be constructed in accordance with detailed plans and specifications which have been approved as to sewers serving areas to be treated by facilities of the County by the Delaware County Sanitary Engineer and as to sewers in areas to be treated by facilities of the City by the Director of Public Utilities and Aviation of the City, provided that such approval shall be made by said respective officials within thirty (30) days after the plans and specifications had been submitted for final approval. No construction of any proposed extension of any sanitary sewer shall be permitted until the party desiring such construction has submitted to the other detailed design plans and specifications which shall include at a minimum the following information:

(1) The data and calculations upon which the sewer line is based shall be submitted to the Engineer at the time of the General Plan. The information shall be type written on 8-1/2" X 11" paper and shall include the following:

(a) Average domestic flow in each sewer.

(b) I/I flow in each sewer.

(c) Peak flow in each sewer.

(d) The capacity of each sewer.

(2) A 2' contour topographical map with a 1" equals 200' scale to show the tributary area.

(3) Proposed lot layouts and building types (e.g. residential, apartment, commercial, industrial, etc.)

(4) Proposed sewer sizes, percent of grade and invert elevations

(5) Location and size of any sewage pump station and force main.

(6) Location, type and capacity of any temporary wastewater treatment facilities.

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 party constructing the work with the other party. Said drawings shall show the area of each and every tributary lot and tract computed in accordance with the provisions of this agreement.

(B) Each party may require the other to oversize sanitary sewers which may be constructed and to extend such sewers to serve upstream properties within the tributary area which may be located outside the parties' respective governmental boundaries. Wastewater flow from the tributary areas shall be based upon the following standards:

(1) AREA #1 – 12 persons per acre.
(2) AREA #2 and #3 the conditions of service thereto to be determined in accordance with the provisions of I(B) hereinabove set forth, but in any event no to exceed 4 persons per acre.

(3) AREA #4 – 8 persons per acre.
(4) 1 person equals 100 gallons per day.

Densities in portions of each area may exceed the maximum density per acre as set forth above, however, the gross density per area shall not be exceeded, and such density shall be reserved for the entire tributary area of each sanitary sewer. Each party shall have the right to discharge wastewater from their respective tributary areas into any sewer owned and operated by the other party under the terms of this Agreement based upon the above densities. Both parties shall maintain records of connection permits, and shall transmit copies of sewer connection/service permits to each other at least quarterly and shall keep and maintain accurate records of all premises connected with their respective sewers, which records shall, upon demand, be made available to each other.

(C) The parties shall furnish each other with location maps showing the overall sanitary sewer system and shall furnish to each other additional copies thereof when individual maps are changed or otherwise amended.

SECTION IV

(A) Commencing on the effective date of service under this Agreement, each party shall have the right and privilege of billing a user charge to the other party every three (3) months for sewer service based upon the amount of sewage discharged into the other parties' sewer system as measured by a flume metering device which shall be installed by the City or County in the respective sewers which discharge into the sewers or treatment facilities of the other party, the installation and location of this device must be approved in advance by the receiving party.

(B) The user charge of the party accepting the discharge shall be based upon the receiving party's current rate in existence at the time of discharge plus a surcharge of 50%. The sewer use charges and surcharges shall be payable within thirty (30) days after receipt of the bill therefore.

SECTION V

During the effective period of this Agreement each party shall have the right to enter into the territory of the other party for all purposes necessary and incident to the execution of the provisions of this Agreement, and for the further purpose of constructing, within sewer tributary areas, any sewer extensions which may be deemed necessary. The plans for any such extensions shall be submitted by the party desiring the construction to the other party for approval for location and other engineering criteria as otherwise provided in this agreement.

SECTION VI

(A) Availability of sanitary sewer collection and treatment facilities and services, and the compensation and other charges payable therefore to be made and provided by the parties to this Agreement shall be in accordance with the following schedule:

(1) In Area #1 the sanitary sewer will be available immediately for connection in County sewers and easements which currently exist within the area shall be conveyed to the City upon payment of the sum of One Hundred Fifty–Five Thousand Three hundred Seventy–Five Dollars ($155,375.00) by the City to the County. Acceptance of the sewer and payment of said sum by the City shall be contingent upon successful passage of a prior inspection of the sewer by City which inspection shall be completed on or before April 1, 1992..

(2) In AREA #2, City will support the County in its efforts to obtain sanitary sewer service through the City of Dublin, Ohio by December 31, 1995. In the event County is unable to obtain sanitary sewer service for the area through the City of Dublin by such date, then County may provide such service as otherwise provided in this agreement.

(3) In AREA #3, City shall have the opportunity to complete its ongoing engineering study of the capacity of the Big Walnut Trunk sewer, and upon completion thereof the City agrees to accept such discharge within the Area for treatment by the City as is consistent with the determination and recommendations, if any, of the study.

(4) In the event that City is unable to provide the level of service desired by the County in Areas #2 and #3, City agrees to allow the County to determine the appropriate location, design, construction and operation of a wastewater treatment plant for Areas #2 and #3.

In the event a wastewater treatment plant is constructed for the Areas #2 or #3, County agrees to site, design, construct, maintain and operate such facility in accordance with Ohio EPA requirements and so as not to degrade the City's water supply which would result in the City being required to adopt any additional treatment procedures.

(5) In AREA #4 the sanitary sewer will be available immediately for connection.

(6) Any dispute between the parties as to matters in Section VI (A) (2), & (3), and (4) of this agreement shall be submitted to non-binding arbitration by a panel of three arbitrators, with two of the arbitrators nominated by the City and the county respectively, and the third arbitrator selected by the nominees.

(B) In addition to the conditions set forth in VI(A)(1) above the obligation of the parties to pay one another the sum set forth for providing access to such sanitary sewers is further expressly contingent upon the passage of the appropriate authorization by the Board of Commissioners of Delaware County, Ohio and the Council of the City of Columbus and the appropriation of sufficient funds thereby, together with the certification of the Auditors of Delaware County and the City of Columbus.

SECTION VII

Neither party shall enter into any agreement to provide collection, transportation, or treatment of sanitary wastewater with a third party in the territory of the other party without the prior written approval of the party in whose territory the agreement for services is proposed. Notwithstanding the foregoing prohibition, both parties shall be permitted to continue to provide collection, transportation, and treatment services for sanitary wastewater with any entity with whom the parties have a written agreement at the time of the execution of this Agreement.

SECTION VIII

Neither this Agreement nor the services to be provided by either party hereunder shall prohibit or in any manner limit the annexation of property to any municipality within the service area of the other party, however, the densities applicable to any territory sought to be annexed shall not be greater than the densities delineated in this agreement.

SECTION IX

The terms of this Agreement will commence on Nov. 12, 1991 and shall remain in full force and effect until the end of the fiftieth year thereafter, or Nov. 12, 2041. Unless written notice is given by either party to the other at least ten years prior to Nov. 12, 2041, this Agreement with any amendments thereof shall remain in effect from ten year term to ten year term thereafter, subject to termination at the expiration of any such term upon written notice given by either party to the other at the expiration of the previous ten year term. Written notice of the intent to terminate this Agreement must be given to the Delaware County Sanitary Engineer or to the Director of Public Utilities and Aviation for the City of Columbus.

SECTION X

(A) The City may administer and enforce Chapter 1145 of the Columbus City Codes, and all amendments thereto, within the areas of the Delaware County Sewer District which are served by or are tributary to service provided by the City in order to prohibit or limit the discharge of toxic and other substances into the sewerage system of the City. The County may administer and enforce its rules and regulations pertinent to pretreatment standards and otherwise within the boundaries of the City which are served by or are tributary to services provided by the County in order to prohibit or limit the discharge of toxic and other substances into the sewerage system of the County. The City and the County may enter any industrial establishment, perform any inspection, or sample any waste or stream within the territory served respectively which either deems necessary for the purpose of enforcing Columbus City Codes and the Rules and Regulations of the Delaware County Sewer District as both may be amended.

(B) The City and County agree to adopt as local regulations of their respective political sub–divisions, the requirements of Columbus City Codes Chapter 1145 and the similar rules and regulations of the Delaware County Sewer District so that such requirements shall apply to all premises of either party within the boundaries of the other or which later become tributary, directly or indirectly to the sewerage systems of one another to the same extent as they apply to the premises within their respective territories.

SECTION XI

(A) If any portion of this Agreement shall be determined by a court of competent jurisdiction 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 this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for this operation.

(B) Both parties agree to pass all legislation necessary to carry the terms of this agreement into effect.

SECTION XII

The failure on the part of either party to this Agreement to faithfully discharge their respective obligations and responsibilities hereunder, either in whole or in part, shall vest in the other party the right to terminate the Agreement effective ninety (90) days after written notice of such failure and the intention to terminate is filed by such party with the offending party; provided however, that the offending party shall have the right to correct said failure to faithfully discharge its obligations and responsibilities and upon demonstration thereof within thirty (30) days of receipt of the notice of intention to terminate, such notice of termination shall become null and void and this Agreement shall remain in full force and effect without prejudice to the right of the parties to collect any amounts due and owing to each other arising under the terms of this contract prior to such notice of termination.

SECTION XIII

The parties agree to review the terms of this contract eight months after the execution hereof, and annually on or about the execution date thereafter, for the purpose of amending the agreement to accommodate any changes in technical requirements indicated by conditions existing at the time of the review.

IN WITNESSETH WHEREOF the parties hereto have set their hands this 12th day of NOVEMBER, 1991.

Approved as to form

THE CITY OF COLUMBUS, OHIO

CITY OF COLUMBUS, DEPARTMENT OF LAW
RONALD J. O'BRIEN, CITY ATTORNEY

Ronald J. O'Brien by

G. Raymond Lorello, Director
Department of Public Utilities
and Aviation

DELAWARE COUNTY, OHIO

Attest:
Clerk

DELAWARE COUNTY COMMISSIONERS

Roy Jackson
Roy Jackson, President

Fay Parrott
Fay Parrott, Vice President

W. DUNCAN WHITNEY
PROSECUTING ATTORNEY
DELAWARE COUNTY, OHIO

W. Duncan Whitney

Merlin Sheets
Merlin Sheets, Member of Board

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