

CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
[CITY/VILLAGE]

WATER SERVICE AGREEMENT

This Contract made pursuant to Ordinance No. _____ passed and approved by [CITY/VILLAGE], Ohio, authorizing and directing its [AUTHORIZED REPRESENTATIVE] to enter into this Contract and pursuant to Ordinance No. _____ passed and approved by the City of Columbus, Ohio, authorizing and directing its Director of Public Utilities to enter into this Contract is hereby made and entered into by and between the said City of Columbus, Ohio, a municipal corporation, and the [CITY/VILLAGE], a municipal corporation this _____ day _____, 20__.

WITNESSETH:

Section 1. The City of Columbus shall, for the consideration hereinafter stated, furnish to [CITY/VILLAGE], or its successors through annexation or appropriation and the inhabitants thereof, surplus water from the municipal water system of the said City of Columbus for the term of twenty-five (25) years unless modified or terminated as hereinafter described.

The term of this agreement will commence on _____, 20__ and shall remain in full force and effect until midnight of _____, 20__ (“expiration date”). One year prior to the expiration date, the City of Columbus will notify [CITY/VILLAGE] to commence negotiation of a new agreement, and both parties agree to negotiate a new agreement in good faith. If the City of Columbus and [CITY/VILLAGE] have not entered into a new water service agreement prior to the expiration date, the parties may amend this agreement to extend its term, provided that negotiations are proceeding in a manner acceptable to the parties. If the term of this agreement is not extended as provided herein, this agreement will expire on the expiration date.

Both parties reserve the right to terminate this agreement prior to the expiration date by providing written notice to the other party at least three years prior to the desired termination date. Written notice of the intent to terminate this agreement pursuant to this paragraph must be given to the Director of Public Utilities for the City of Columbus or to [AUTHORIZED REPRESENTATIVE] of [CITY/VILLAGE].

Both parties reserve the right to renegotiate this agreement at any time if amendment of this agreement is necessary in order to effect compliance with any regulatory standard or requirement imposed on either party by any regulatory agency, and both parties agree, upon written notice of renegotiation, to negotiate in good faith. If the City of Columbus and [CITY/VILLAGE] fail to negotiate an amended contract within one year, of the notice of renegotiation, either party may terminate this agreement upon 30 days written notice of termination. If either party incurs penalties

or other costs from any regulatory agency or any other costs directly resulting from the failure of the other party to negotiate in good faith under this paragraph, the party incurring such costs reserves the right to assess the costs incurred against the other party.

Upon the expiration or termination of this agreement for any reason, water service may be continued at the discretion of the City of Columbus. Any continued water service to [CITY/VILLAGE] will be charged at the non-contract area water rates as established by the Columbus City Code in effect at the time of expiration or termination, and as may be subsequently amended, enacted, reenacted, or established, until a new water service agreement has been established or water service is discontinued.

Section 2. Such water supply aforementioned shall be the sole supply and be furnished from the water distribution system of the City of Columbus to said [CITY/VILLAGE] and the inhabitants thereof through the water distribution system of the [CITY/VILLAGE] as the same is developed and extended during the life of this contract, except as provided in Section 4 hereafter.

The [CITY/VILLAGE] shall have the further right to connect its water lines to any water mains subsequently installed by the City of Columbus within, or adjacent to, or reasonably close to the corporation lines of the [CITY/VILLAGE]; provided, that the Director of Public Utilities of the City of Columbus may refuse such rights when in his or her opinion, based upon reasonable engineering and other technical review by Department staff, such mains are of insufficient capacity to serve the proposed water service area.

The City of Columbus may make such connections between said system as necessary to maintain pressure which will provide an adequate supply of water for consumptive demands and for fire protection. Nothing contained herein, however, shall be construed so as to hold the City of Columbus liable for lack of adequate water supply and pressure within the corporation limits of the [CITY/VILLAGE], Ohio or for any inadequacy of the water supply of the distribution system of the City of Columbus.

The City of Columbus reserves to itself the right to chlorinate all new water lines connected directly to its water lines or indirectly to its water lines through water lines belonging to the (CITY/VILLAGE). With respect to lines designated solely to service the [CITY/VILLAGE] and its inhabitants, the [CITY/VILLAGE] shall pay for the chlorination at the applicable rates, fees and charges as set forth in the Columbus City Codes, 1959, as amended or as may be amended or re-enacted in the future, and the Rules and Regulations of the Division of Power and Water of the City of Columbus, unless otherwise approved by the Director of Public Utilities of the City of Columbus.

The City of Columbus reserves to itself the right to add or delete any chemicals to the water which in the opinion of the electorate, executive, legislative or administrative bodies of the City of Columbus is deemed necessary and shall be in the exclusive control of the City of Columbus and to each of these bodies within their specific authority. The City of Columbus is not subject to any requirements of the [CITY/VILLAGE], whether through said [CITY/VILLAGE]'s electorate, executive, legislative or administrative bodies, to add or delete chemicals to the water supply.

The City of Columbus agrees that during the term of this agreement it will use its best efforts to provide such services to the [CITY/VILLAGE] so as to allow [CITY/VILLAGE] a reasonable and orderly growth and development of its geographic boundaries within the designated contract service area as identified on Exhibit A attached hereto and made a part hereof. It is expressly understood and agreed by the parties hereto that the intent of this assurance is that in consideration for the [CITY/VILLAGE]'s forbearance from constructing and operating water utility services, Columbus will continue to provide a level of water utility services sufficient to meet reasonable and orderly growth and development projections of the [CITY/VILLAGE] within such contract boundary.

The City of Columbus may construct and maintain such elevated storage facilities, booster stations and/or pressure regulating valves as it deems necessary within the [CITY/VILLAGE] water service area to serve the total distribution system with the prior approval of the [AUTHORIZED REPRESENTATIVE] of the [CITY/VILLAGE] of the site selected and the design of the tank to be constructed by the City of Columbus. In the event the [CITY/VILLAGE] constructs and maintains its own elevated storage facilities, special control devices may be installed by the [CITY/VILLAGE] with the approval of the Director of Public Utilities of the City of Columbus to prevent loss of emergency reserves and fire storage for areas inside the [CITY/VILLAGE] corporate limits. Tanks and booster stations must be acceptable to the City of Columbus and shall include such equipment as deemed necessary from time to time by the City of Columbus to monitor and/or operate the tanks and/or booster stations and any appurtenances thereto, and [CITY/VILLAGE] shall be solely responsible for all costs related to the purchase and installation of such equipment. The parties agree to work together on mutually beneficial water improvements and where possible to provide assistance and support to complete the improvements.

Section 3. During the term of this contract, the City of Columbus shall at its own expense maintain the water main distribution system of the [CITY/VILLAGE], maintain any extensions thereto, and make repairs which from time to time are required as a result of the normal use of said system. The fire hydrants, booster stations, storage tanks and vault structures for pressure reducing valves shall not be considered a part of the water main distribution system. Such maintenance shall not be used as an alternative to pipeline replacement or rehabilitation where repair histories indicate that pipeline replacement or rehabilitation should be undertaken.

Repairs at the expense of the City of Columbus shall be limited to a number of repairs equivalent to one-hundred (100%) percent of the average repair rate for the Entire Distribution System maintained by the City of Columbus. This number, the Equivalent Maintenance Ratio (EMR), shall be defined for any given year as 100% of the total length of water mains in the [CITY/VILLAGE]'s distribution system, divided by the total length of water mains maintained by the City of Columbus, and multiplied by the total number of water main repairs completed during the year on the total length of water mains maintained by the City of Columbus. This calculation, rounded up to the next whole number, shall be the EMR for any given year. All repairs made by the City of Columbus on the [CITY/VILLAGE]'s distribution system in excess of the EMR shall be paid for by the [CITY/VILLAGE] at actual cost of labor, equipment and material plus twenty-five percent. The City of Columbus shall provide full documentation of the actual mileage and number of repairs used in establishing the EMR and in calculating the invoice, which documentation will be provided to the [CITY/VILLAGE] at the time of the invoice.

The City of Columbus shall, upon request, provide the [CITY/VILLAGE] any available information regarding failure histories for all water mains owned by [CITY/VILLAGE] and maintained by the

City of Columbus to assist the [CITY/VILLAGE] in establishing a responsive pipeline replacement program. If for three consecutive years [CITY/VILLAGE]'s annual breakage rate exceeds 200% of the EMR, as described above, [CITY/VILLAGE] shall be required to establish a responsive pipeline replacement program acceptable to the City of Columbus. If [CITY/VILLAGE] fails to establish a responsive pipeline replacement program, the City of Columbus reserves the right to terminate this agreement upon 120 days written notice. If the City of Columbus terminates this agreement pursuant to this paragraph, continued water service will be charged as provided in section one of this agreement.

If [CITY/VILLAGE] fails to establish a responsive pipeline replacement program within five years of the date of termination pursuant to this section, the City of Columbus may require [CITY/VILLAGE] to install master meter connections and disconnect from the City of Columbus water distribution system. Following installation of master meter connections, the City of Columbus will cease maintenance and repair of [CITY/VILLAGE]'s water main distribution system and any extensions thereto, and [CITY/VILLAGE] agrees that it shall thereafter be solely responsible for maintenance and repairs of its water distribution system and all associated costs. After establishment of master meter connections, continued water service shall be consistent with the terms of the standard City of Columbus master meter contract and shall be billed according to the wholesale master meter rate schedule as established by the Columbus City Code in effect at the time of termination, and as may be subsequently amended, enacted, reenacted, or established. If [CITY/VILLAGE] fails to establish master meter connections within five years of the date of notification to establish master meter connections, water service to [CITY/VILLAGE] may be terminated.

The provisions of this Section shall not apply to any damage to the water main distribution system caused by any type of construction or work in the vicinity of water mains. Neither shall the City of Columbus be responsible for installing or maintaining any type of coating to the interior of any water line. Neither shall the provisions of this Section apply to replacements or relocations which may be required from time to time, except as required to make repairs. Such replacements or relocations shall be made by the [CITY/VILLAGE] following approval by the Division of Power and Water of the City of Columbus as provided in Section 5.

The City of Columbus shall not be required under this agreement to perform utility locates for those water lines owned, installed, or constructed by the [CITY/VILLAGE].

[CITY/VILLAGE] shall be responsible for ensuring that their valves and curb stops are readily accessible and fully operational. Costs associated with locating or accessing buried valves or curb stops, and making valves operational as necessary to complete repairs or other required valving operations, shall be paid by [CITY/VILLAGE] at direct cost of labor, equipment and material plus twenty-five percent. The City of Columbus shall bill [CITY/VILLAGE] for these costs per occurrence. Valves identified as inoperable and non-repairable by the City of Columbus during repair work shall be reported to [CITY/VILLAGE] for replacement. Valves replaced by City of Columbus at the request of [CITY/VILLAGE] shall be billed to the [CITY/VILLAGE] as herein specified. Valves that are repairable shall be repaired by the City of Columbus and included in the [CITY/VILLAGE] EMR.

[CITY/VILLAGE] shall be responsible for any salting of roads that may be necessary due to pipeline failures on pipelines located within the (CITY/VILLAGE).

During the term of this contract, the [CITY/VILLAGE] grants to the City of Columbus the right to perform, at the City of Columbus' discretion and cost, minor routine maintenance of booster stations and storage tanks owned by [CITY/VILLAGE], but operated by the City of Columbus, that the City of Columbus determines to be necessary for continued operation of the system. This could include, but is not limited to, maintenance on items such as pumps (testing, lubricating, and painting), switchgear, supervisory control and data acquisition (SCADA) systems, and changing light bulbs). Performance of such maintenance shall be at the sole discretion of the City of Columbus and shall not be construed to establish any duty on the part of the City of Columbus to perform such maintenance. Nor shall performance of such maintenance be construed to exempt [CITY/VILLAGE] of their responsibility for maintaining their facilities.

Section 4. The water supply aforementioned shall be restricted for usage within the corporate limits of the [CITY/VILLAGE] and those areas designated as the [CITY/VILLAGE] Water Service Contract Boundary identified on Exhibit A attached hereto and incorporated herein by reference; provided however, that properties to which water supply services are to be made available first must be annexed to the [CITY/VILLAGE] during the period of this contract.

Section 4.1. [CITY/VILLAGE] and Columbus both recognize the need for future growth in order for both communities to continue to prosper. In consideration of the foregoing, the parties further agree as follows:

(a) Included within Exhibit A, are areas delineated as "[CITY/VILLAGE] Water Service Contract Boundary." The parties agree that as to areas located within the "[CITY/VILLAGE] Water Service Contract Boundary," water services shall be restricted to properties lying within the [CITY/VILLAGE] corporate limits. The parties also acknowledge that unincorporated areas within Exhibit A will become eligible for water service pursuant to this agreement upon annexation to [CITY/VILLAGE] during the period of this agreement provided that such annexed properties lie within the aforementioned contract boundary.

(b) [CITY/VILLAGE] will take no action to initiate, approve, or in any manner support a merger with any adjacent township pursuant to Section 709.43 through 709.46, inclusive, of the Ohio Revised Code or any revision or amendment thereto. All efforts by [CITY/VILLAGE] to increase its geographic boundaries shall be through the annexation procedure. [CITY/VILLAGE] agrees that it will not initiate, or support in any manner, annexation to [CITY/VILLAGE] of properties located outside the [CITY/VILLAGE] Water Service Contract Boundary designated on Exhibit A. Provided however, the parties recognize that a merger pursuant to Sections 709.43 through 709.45 of the Ohio Revised Code may occur without the initiation by [CITY/VILLAGE]. Such filing may require [CITY/VILLAGE] to participate in the activity so as to protect its citizens, to fulfill its duty as elected/appointed officials as to insure that property information is provided. The parties further agree that the term annexation shall not include merger as set forth in ORC 709.43 through 709.46, inclusive, and as subsequently amended.

A breach of any of the provisions of this Section 4.1 shall for the purposes of Section 14 herein, be considered a material breach of this agreement.

Section 4.2. It is agreed by the parties that in the event a merger between [CITY/VILLAGE] and any township should occur, Columbus shall incur no obligation to service areas other than those specifically within the contract boundary referred to in this agreement. If Columbus elects to service areas other than those specifically within the contract boundary referred to in this agreement, the rate chargeable for the area outside the contract boundary shall become ten times those set forth in Section 8 hereof unless otherwise agreed to by Columbus. [CITY/VILLAGE] consents to the provisions set forth in this section as related to the costs and expense of providing continued services under this agreement and not as an exaction, tax or penalty in the event the conditions imposing this Section occur. Further, [CITY/VILLAGE] consents and agrees that the provisions in this Section are not confiscatory or unreasonable. Nothing herein shall affect the contract rate for the contract boundary areas referred to in this agreement.

Section 4.3. If Columbus enters into any new Water Service Agreement or modifies, amends, extends or otherwise changes the terms of any Water Service Agreement with any political jurisdiction and the new, modified, amended, extended or otherwise changed agreement does not contain the same provisions regarding merger/annexation as set forth in Sections 4.1 and 4.2 of this agreement, then in that event Sections 4.1(b) first paragraph and 4.2 herein shall become null and void.

Section 5. Any extensions, replacements, or relocations of the distribution system of the [CITY/VILLAGE] including design and construction are to be made by the [CITY/VILLAGE] at its own expense. All such modifications by [CITY/VILLAGE] shall be made in accordance with plans and specifications approved by the Director of Public Utilities of the City of Columbus, and materials used shall be as per current specifications for water mains, valves and appurtenances approved for use at the time by the Division of Power and Water of the City of Columbus, Ohio. Such approval or rejection shall be made by the Director of Public Utilities of the City of Columbus within thirty (30) days after detailed plans and specifications have been submitted by the [CITY/VILLAGE], otherwise the [CITY/VILLAGE] may proceed with construction subject to any and all inspection and approval as required by the City of Columbus. [CITY/VILLAGE] shall provide for continuous inspection of the construction of any extension, replacements, or relocations to assure compliance with approved plans and specifications and shall make documentation of such available upon request by the City of Columbus.

The [CITY/VILLAGE] shall be responsible for all water quality or operational issues caused by any extensions, replacements or improvements (including booster stations or elevated storage tanks) to the water distribution system. If potential water quality or operational issues are identified during design review, the [CITY/VILLAGE] shall provide a written approach on how they will mitigate these issues, and this approach shall be agreed upon by both parties prior to the approval of the detailed plans and specifications by the Director of Public Utilities of the City of Columbus.

Section 6. During such time as this agreement is in full force and effect no charge by either party

shall be made in respect of the public fire hydrants attached or to be attached to the water distribution system of the [CITY/VILLAGE].

The [CITY/VILLAGE] shall be permitted to install fire hydrants on its water distribution system, after approval of the plans therefor by the Director of Public Utilities of the City of Columbus and to use water from the hydrants for fire protection and fire hydrant maintenance. The use of water from hydrants for any other use than fire protection or fire hydrant maintenance, before being used, shall be approved by the Director of Public Utilities of the City of Columbus and the [AUTHORIZED REPRESENTATIVE] of the [CITY/VILLAGE] and shall be subject to applicable rates, fees and charges. The [CITY/VILLAGE] shall pay the applicable rates, fees and charges for all water it uses from public hydrants other than for fire protection at the rates, fees and charges as set forth in the Columbus City Codes, 1959, as amended or as may be amended or re-enacted in the future, and the Rules and Regulations of the Division of Power and Water of the City of Columbus, unless otherwise approved by the Director of Public Utilities of the City of Columbus.

The City of Columbus shall not be required to perform any maintenance of fire hydrants and the associated piping beyond the watch valve that are installed within the [CITY/VILLAGE] water distribution system.

Section 7. The [CITY/VILLAGE] shall install or have installed all taps to the water main distribution system of the [CITY/VILLAGE] in accordance with City of Columbus guidelines. The City of Columbus shall inspect all taps installed on existing mains. Meter fees and repair charges shall be the applicable City of Columbus fees or charges. In addition, the [CITY/VILLAGE] may charge and collect any additional water capacity fees, tap charges, or inspection fees which it may duly enact. All meters shall be procured through the Division of Power and Water of the City of Columbus. Said meters are to be provided by the City of Columbus following payment by the consumer of all applicable meter charges and system capacity charges. Consumers within the [CITY/VILLAGE] are subject to and must comply with all applicable ordinances, provisions of the Columbus City Codes and the Rules and Regulations of the Division of Power and Water of the City of Columbus as such ordinances, provisions of the Columbus City Codes, 1959, and the Rules and Regulations of the Division of Power and Water of the City of Columbus may be amended, re-enacted and established or re-established in the future.

The City of Columbus shall at its own expense read meters and render bills to consumers. The City of Columbus agrees that upon presentation by the [CITY/VILLAGE] of a certified copy of any ordinances or legislative measures duly passed, establishing a surcharge on such rates or charges for water or sewerage service, such surcharge will be included as a separate item under the billing authorized herein and such surcharge shall be collected by Columbus and refunded to the [CITY/VILLAGE], Ohio, every month together with a verified report of the amount so collected at no cost to the [CITY/VILLAGE].

Section 8. The City of Columbus shall charge, and the consumers within the [CITY/VILLAGE] shall pay for water supplied and other services at the applicable rates, fees and charges in effect for

consumers outside the corporate limits of the City of Columbus as established by the Columbus City Codes, 1959, and presently in force or as may be amended, enacted or re-enacted in the future for such water supplied or services rendered. In no event shall the water rates to be charged within the [CITY/VILLAGE] exclusive of any surcharge levied by the [CITY/VILLAGE], exceed the prevailing rate or rates of charges for water consumers outside the corporate limits of the City of Columbus as the same are provided by ordinances of the City of Columbus and in no event shall the water rates to be charged by Columbus within the [CITY/VILLAGE] during the term of this contract, exceed by more than thirty (30) percent, the rates charged consumers within the corporate limits of the City of Columbus exclusive of any surcharge levied by the [CITY/VILLAGE], said clause to be interpreted that the [CITY/VILLAGE] may impose a surcharge on said services. Also in no event during the terms of this contract, shall the rate charged within the [CITY/VILLAGE] be higher than the rates paid by all other customers under a retail water service contract with the City of Columbus. These rates shall be based on a cost-of-service concept.

Section 9. The [CITY/VILLAGE] agrees to comply with all terms and conditions of this contract, with all applicable rules and regulations of the Division of Power and Water of the City of Columbus and all applicable ordinances of the City of Columbus or as the same may be amended, enacted, re-enacted, established or re-established in the future. The City of Columbus reserves the right to discontinue service to any consumer for a breach of the terms of this contract, for nonpayment of bills or violation of applicable ordinances of the City of Columbus and Rules and Regulations of the Division of Power and Water of the City of Columbus, or as the same may be amended, enacted, re-enacted, established or re-established in the future. Any of the above shall be sufficient reason for the City of Columbus to discontinue water service to any consumer of the [CITY/VILLAGE], Ohio, without resorting to any legal proceedings in law or equity.

Section 10. The water supply aforesaid shall be for the domestic, commercial and industrial usage for the [CITY/VILLAGE] and its inhabitants. Any water service connection where usage will exceed an instantaneous demand of two-hundred gallons per minute (200 gpm) must be approved by the Director of Public Utilities of the City of Columbus. Larger consumption may be permitted if, in the opinion of the Director of Public Utilities of the City of Columbus, such usage will not be detrimental to other areas of the water distribution system.

The CITY/VILLAGE agrees to implement any mandatory water use restrictions or conservation measures that may be implemented by the City of Columbus.

Section 11. The City of Columbus shall have the right to connect its water lines to any water lines owned or installed by the [CITY/VILLAGE] for the purpose of supplying water to other consumers; provided, however, that the [CITY/VILLAGE] may refuse such rights when such water line is of insufficient capacity to serve the proposed service area. Such connections shall be made by the City of Columbus at its cost and expense.

Section 12. During the term of this contract, the [CITY/VILLAGE] grants to the City of Columbus the right to enter into the corporate limits of the [CITY/VILLAGE] and its streets, highways and alleys or other public easements for the purpose of the contract and for the further purpose of laying

any large feeder mains which may be deemed necessary by the Director of Public Utilities of the City of Columbus on the basis of sound engineering principles to build up an adequate feeder main distribution system in the entire area to be serviced by the City of Columbus, included but not being limited to corporate areas of the [CITY/VILLAGE]. The plans and specifications for laying and extension of such large feeder mains shall be submitted to the [CITY/VILLAGE] for approval from an engineering standpoint including all applicable right-of-way requirements. Approval from or rejection of these plans and specifications shall be made by the [CITY/VILLAGE] within thirty (30) days after submission unless an extension is granted by the Director of Public Utilities of the City of Columbus. Failure of the [CITY/VILLAGE] to submit in writing, rejections of the plans and specifications, either in part or in their entirety, shall constitute approval of the [CITY/VILLAGE] and acquiescence in such plans and specifications, and the City of Columbus is hereby given the right to proceed with the construction. The City of Columbus pledges itself to make such large feeder main installations at its own expense and to restore all streets, highways or alleys, to the extent practical, to the same condition in which they found prior to such installation. The rights to preserve, maintain, operate and repair any facility so constructed shall continue after the expiration of this contract and the ownership shall remain in the City of Columbus.

Section 13. The [CITY/VILLAGE] will submit a copy of changes or additions to the water distribution system and a set of plans as built for all water facilities installed, to the Division of Power and Water of the City of Columbus for record purposes. As-built plans shall be submitted electronically within thirty days following completion of construction and shall include surveyed coordinates according to City of Columbus standards.

The City of Columbus shall furnish the [CITY/VILLAGE] copies of water distribution drawings as built, and any subsequent changes thereto, and of all water facilities within or adjacent to the [CITY/VILLAGE] corporate limits.

The City of Columbus agrees to provide to [CITY/VILLAGE], upon request, any available information about the Columbus and [CITY/VILLAGE] water system which may be necessary in order to determine the adequacy of water service being provided to the [CITY/VILLAGE].

The [CITY/VILLAGE] shall maintain up to date mapping of its water distribution system and shall furnish to the City of Columbus, upon request, copies of its mapping showing the overall system and shall furnish additional copies as and when individual maps are changed or brought up-to-date.

Section 14. The parties agree 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 this 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 15. The [CITY/VILLAGE] shall pay for all bills received from the City of Columbus, as a result of the provisions of this agreement, in a timely manner. The [CITY/VILLAGE] shall, within ninety (90) days after the bill is mailed, make payment thereof in full to the Treasurer of the City of Columbus. Failure to make full payment within ninety (90) days following the mailing of said bill

will result in the addition of a penalty to the unpaid bill. The amount of the penalty shall be 10% (ten percent) of the unpaid bill and shall be due at the time of payment of the overdue bill.

Further, failure to make full payment by the [CITY/VILLAGE] to the City of Columbus within ninety (90) days of the due date shall be sufficient reason for the City of Columbus to terminate this agreement.

Section 16. Failure on the part of either party to 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 ninety (90) days after written notice of such failure and the intent to terminate is delivered to the offending party, provided that the offending party shall have the right to cure or correct such failure to faithfully discharge its obligations and responsibilities and upon demonstration thereof, such notice of termination shall not be effective and this agreement shall remain in full force and effect without prejudice the right of the City of Columbus to collect amounts due and owing to Columbus arising under the terms of this contract prior to notice of termination.

Section 17. It is further agreed that the City of Columbus shall have the right to temporarily shut off the water supply of the [CITY/VILLAGE] or any part thereof whenever alterations, additions, or maintenance operations make it necessary. The City of Columbus, Division of Power and Water, shall give the [CITY/VILLAGE] reasonable notice and probable duration of such shut offs, except in the case of emergency, act of God, or other serious break or accident, wherein water service will be discontinued immediately and notice will follow as soon as possible. Under no circumstances will the City of Columbus be held liable or responsible for any damage that may result in the [CITY/VILLAGE] or its inhabitants due to any necessary discontinuance of water service.

THE CITY OF COLUMBUS, OHIO

By _____
Director of Public Utilities

THE [CITY/VILLAGE]

By _____

APPROVED AS TO FORM:

City Attorney
City of Columbus

City Attorney
[CITY/VILLAGE]