

**SEWER SERVICE AGREEMENT  
CONTRACT  
BETWEEN THE CITY OF COLUMBUS  
AND  
CITY OF UPPER ARLINGTON**

THIS AGREEMENT MADE AND ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020, by and between the CITY OF COLUMBUS, OHIO, (Columbus), and the CITY OF UPPER ARLINGTON, OHIO (City of Upper Arlington) for the discharge, transportation, pumping and treatment of sewage, industrial wastes, water or other liquid wastes from the City of Upper Arlington to and by the City of Columbus, utilizing the Sewerage System and Sewage Treatment Works of the City of Columbus.

**WITNESSETH:**

In consideration of the mutual covenants and promises herein contained, and in accordance with the applicable provisions of Chapters 1145 and 1147, Columbus City Codes, 1959 as amended and of Ordinance No. \_\_\_\_\_ passed \_\_\_\_\_ by the Council of the City of Columbus, and Ordinance No. \_\_\_\_\_ by the Council of the City of Upper Arlington, the parties hereto agree as follows:

**Section 1:** That, subject at all times to the City of Columbus' right to sell surplus utility services, under the provisions of Article XVIII, Section 6 of the Constitution of Ohio, the City of Upper Arlington shall have the right and obligation, throughout the effective period of this Agreement, to discharge all sewage, industrial wastes, water or other liquid wastes from its sanitary sewers, either directly or indirectly, or both, into the Sewerage System of the City of Columbus, Ohio, and into no other provider, and to have the same transported, pumped and treated by the Sewerage System and Sewage Treatment Works of the City of Columbus, provided, however:

- (a) The City of Upper Arlington shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement.
- (b) Whenever, and to the extent that, the Columbus City Codes, prohibits or restricts the direct or indirect discharge to the sanitary sewer of subfoundation building drains from premises within Columbus, such prohibitions or restrictions shall apply with equal force to premises within the City of Upper Arlington as if same were a part of this Agreement.
- (c) The City of Upper Arlington agrees it will not at any time cause or permit storm water or roof water leaders to be led into or connected with the separate, sanitary system of sewers, or led into or connected with any soil pipe, house drain, or house sewer tributary to the separate sanitary system of sewers.

The City of Upper Arlington agrees that it shall limit inflow and infiltration to its sewer system. The limitations applying thereto shall be in accordance with a future mutually acceptable modification to this Agreement.

- (d) The City of Upper Arlington agrees that no person shall directly or indirectly use or discharge to any sewer within the City of Upper Arlington which is tributary to the City of Columbus Sewer System in violation of any applicable provision of Columbus City Codes, Chapters 1145 and 1147.
- (e) The City of Upper Arlington agrees it will not discharge, cause or permit to be discharged, directly or indirectly 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 any way interferes with proper maintenance of facilities and the transportation, treatment, or disposition of any sewage carried or drained through any sewer in Columbus.
- (f) The City of Upper Arlington agrees it will not discharge, cause or permit to be discharged, directly or indirectly into any sewer, any kerosene, gasoline, benzene, naphtha or any explosive or inflammable chemical, substance or thing.
- (g) The City of Upper Arlington agrees the requirements set forth herein, together with any elaboration, extension, definition or amendment of said requirements as such may be duly elaborated, extended, defined or amended through rules and regulations issued from time to time by the Director of Public Utilities, or by Legislative processes of Columbus, shall be fully applicable to all premises in the City of Upper Arlington, which are or later become tributary, directly or indirectly, to the Columbus Sewerage System, to the same extent and degree as they apply within the City of Columbus and any violation of these provisions shall be corrected or caused to be corrected at once by the City of Upper Arlington.
- (h) Subject to Sections 4 and 5 hereinafter the City of Upper Arlington agrees that sewer services, providing for the discharge of sewage, industrial wastes, water or other liquid wastes into its sanitary sewers, shall be restricted to usage by properties within the corporate limits of the City of Upper Arlington, provided that such properties lie within the boundaries of the Service Area as such limits exist on the date of execution of this contract, and to usage by any properties annexed to the City of Upper Arlington during the period of this contract provided that such properties lie within the boundaries of the Service Area as described in **Exhibit A**, and being hereby made by reference a part of this contract.

Reference to annexations as used in this Contract does not include annexation by merger pursuant to the Ohio Revised Code, Section 709.43 through 709.46, inclusive, and as subsequently amended.

The City of Upper Arlington agrees that, should any properties within Service Area annex to the City of Columbus, the City of Columbus shall have the right to provide sewer service to such properties the same as it would any other areas within its corporate limits irrespective of this Agreement.

- (i) The City of Upper Arlington agrees that the construction of all house sewers or service connections within its boundaries shall comply with this Agreement, the then current minimum requirements governing such work in Columbus, and conform to the City of Upper Arlington's rules and regulations, whichever is more stringent.
- (j) The City of Upper Arlington agrees that the design, construction, operation, use and maintenance of all sanitary sewers, house services and connections within its boundaries, including all connections with the Columbus Sewerage System, shall be performed at the entire expense of the City of Upper Arlington or its residents, and shall conform in all respects with or exceed the corresponding standards and practice of the City of Columbus. All main and sanitary sewers and connections to serve areas within the City of Upper Arlington shall be constructed in accordance with detailed plans and specifications which have been approved from an engineering standpoint by the Columbus Director of Public Utilities, provided that such approval, from an engineering standpoint, or disapproval supported by engineering reasons therefor, shall be made by the Columbus Director of Public Utilities, within thirty (30) days after said plans and specifications have been submitted for final approval by the City of Upper Arlington. Absent approval or disapproval as set forth above, the City of Upper Arlington may proceed with construction in full conformity with such plans and specifications and with such engineering supervision and inspection as may be required by Columbus, and subject to all other provisions of this Agreement and applicable references. 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 City of Upper Arlington, with Columbus, having been approved and signed by the City of Upper Arlington and submitted to Columbus for final approval. These record drawings shall show the area of each and every tributary lot and tract computed in accordance with paragraph (l) of this Section. The City of Upper Arlington agrees to notify Columbus at least forty-eight (48) hours prior to tapping any Columbus sewers.
- (k) The City of Upper Arlington agrees that for all structures and properties connected to the Columbus Sewerage System, after the effective date of this Agreement, a system capacity charge for main trunk sanitary sewer benefit, or such similar charges as may be hereinafter established by Columbus, shall be applicable to any and all such structures and properties which are located within the City of Upper Arlington corporate limits, wherever such property will be tributary directly or indirectly to the Columbus Sewerage System, and provided that such charge(s) shall be determined and collected before or upon the issuance of a permit to connect such structures to the sewerage system. The charge so determined shall be computed on the size of the domestic water service tap for either city water or well water usage for each structure as computed by Columbus, for similar structures as established and periodically amended by Columbus Ordinance. The City of Upper Arlington agrees to pay the City of Columbus, at three (3) month intervals, 100 percent of all such charges as collected.
- (l) The City of Upper Arlington agrees to utilize the system of sewer service

connection permits established and issued by the City of Columbus. Columbus shall keep and maintain an accurate record of all permits issued, and will forward a copy of said permits to the City of Upper Arlington after construction inspection is completed and the connection is accepted.

- (m) The City of Upper Arlington agrees to furnish to the Columbus Director of Public Utilities all available information and data as to all sources of water supply other than the Columbus Division of Water, which may be in existence, or may later be developed to serve The City of Upper Arlington. As to wells, this information shall include the location, size, capacity and depth thereof. Further, the City of Upper Arlington agrees that where such water supply discharges directly or indirectly into the sanitary sewer system, The City of Upper Arlington shall require metering or other forms of measurement as agreed to by the Columbus Director of Public Utilities.
- (n) As soon as available, the City of Upper Arlington agrees to furnish to Columbus copies of its location atlas maps showing the overall sanitary sewer system and furnish additional copies as and when individual maps are changed or brought up-to-date.

## **Section 2:**

- (a) The City of Columbus, through its Division of Water, shall have the rights and privilege, beginning as of the effective date of this Agreement, of billing for sewerage service charges directly against or of adding to water bills rendered against premises within the City of Upper Arlington by the Division of Water of the City of Columbus. Under the method established above, for determination of the sewerage service charge or charges, said charge or charges shall be computed by subjecting the water usage to the applicable provisions and rates of Chapter 1147, Columbus City Code, 1959, which applicable rates may be changed in accordance with such rate structure as may be established from time to time for areas outside the Columbus corporate limits by ordinances passed by the Columbus City Council; provided, however, and subject to the provisions of Section 1 of this Agreement, that in the event of any such subsequent change in the rates of charge, the rates of charge to the City of Upper Arlington, shall not, in such case, exceed the rates of charge duly established and collected, at such time, for any other political subdivision.
- (b) Upon the City of Upper Arlington's written request, Columbus agrees to include as a separate item under the billing authorized above, such user surcharge for structures and premises within the corporate limit of the City of Upper Arlington as may be established from time to time by the City of Upper Arlington ordinance or regulation. Such surcharge shall be refunded to the City of Upper Arlington quarterly, together with a verified report of the amount collected.
- (c) Columbus agrees that in the computation of charges made to the City of Upper Arlington

Sewerage Service customers, the same credits or adjustments shall be applicable to Sewerage Service customers in Columbus as are now, or may hereafter from time to time, be applicable thereto, due to non-entry into the sanitary sewers of water consumed by such users, shall be applicable to the City of Upper Arlington customers; provided that any fee charged by Columbus to obtain such credits or adjustments may be increased by fifty-cents (\$0.50) for users within the City of Upper Arlington.

- (d) Columbus agrees that the City of Upper Arlington shall have the right and privilege to make charges, for structures and premises within the corporation limits of the City of Upper Arlington, independent of the requirements of Section 1.
- (e) Columbus may administer and enforce Sections 1145.01 - 1145.99 of the Columbus City Codes and all amendments thereto within the City of Upper Arlington corporate limits in order to prohibit or limit the discharge of toxic and other substances into the sewerage system. It is also agreed that the City of Columbus representatives may enter industrial establishments, perform inspections, and sample waste streams for the purpose of enforcing Sections 1145 and 1147 of the Columbus City Code, as amended. The City of Upper Arlington agrees to adopt as a local regulation or ordinance of the City of Upper Arlington, the requirements of Section 1145.01 - 1145.99 in order that these requirements shall be applicable to all premises in the City of Upper Arlington which are, or later become, tributary directly or indirectly to the Columbus Sewage System to the same extent as they apply to premises within Columbus.
- (f) The City of Upper Arlington agrees that all fees for administering and enforcing Chapter 1145 shall be collected in accordance with Chapter 1147 of the Columbus City Codes, as amended.

**Section 3:** The City of Upper Arlington agrees that during the effective period of this Agreement, Columbus employees or agents shall have the right to enter into and within the City of Upper Arlington's corporate limits for all purposes of this Agreement, for the further purpose of construction within the individual design-tributary area of any extensions to the Sewer System of the City of Upper Arlington and constructing any other main sewers which, on the basis of sound engineering principles, may be deemed necessary by the Columbus Director of Public Utilities to build up an adequate sewer collector system in the entire area to be serviced by Columbus, including by not being limited to the City of Upper Arlington corporate limits.

The plans and specifications for the construction of sewers shall be submitted by Columbus to the City of Upper Arlington for approval as engineering and location. Such approval or rejection supported by engineering reasons therefore, shall be made by the City of Upper Arlington within thirty (30) days after said plans and specifications have been submitted by Columbus to the City of Upper Arlington for final approval. In the case where no approval or disapproval is made by the City of Upper Arlington within said thirty (30) days, Columbus may proceed with construction, without prejudice, in full conformity with the plans and specifications so submitted and not acted upon by the City of Upper Arlington, subject however to legal requirements governing the need for proper

easements where said sewers will be located on private property. In the case where said plans and specifications are disapproved from an engineering or location standpoint by the City of Upper Arlington within the said thirty (30) days, such disapproval shall be made in writing and the engineering reasons set forth therein.

Columbus pledges itself to construct such sewer extensions at its own expense and, insofar as possible, to restore disturbed areas to a reasonably equal condition in which they were found prior to such construction. Columbus will and shall have the right to preserve, maintain, operate, replace and repair any such sewers. During the life of this contract the City of Upper Arlington shall have the right to connect any main sewers of its own collector system to any such aforementioned sewers, subject to the requirement that the flow from The City of Upper Arlington's main sewers is not above that designed for and is not from areas outside the individual tributary-design area of the said main sewers constructed by Columbus. Further, subject to the requirement that such connections shall be made under Columbus' supervision in such manner as approved by Columbus and in full conformity with all other provisions of this Agreement.

**Section 3.1:** The City of Upper Arlington will take no action to initiate, approve, nor 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 The City of Upper Arlington to increase its geographic boundaries shall be through the annexation procedure. The City of Upper Arlington agrees that it will not initiate, approve, nor support in any manner, annexation to The City of Upper Arlington of properties located outside the Service Area designated on Exhibit A attached to this contract.

**Section 3.2:** It is agreed by the parties that in the event a merger between the City of Upper Arlington, Ohio and any Township should occur, the City of Columbus shall incur no obligation to service areas other than those specifically referred to in this contract. The parties further agree that as of the effective date of said merger, the rates chargeable hereunder shall become ten times those set forth in Section 2 hereof. The City of Upper Arlington, Ohio, consents to the provisions set forth in this section as related to the cost 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, the City of Upper Arlington, Ohio, consents and agrees that the provisions in this section are not confiscatory nor unreasonable.

**Section 3.3:** If the City of Columbus enters into any new Sewerage Service Agreement or modifies, amends, extends or otherwise changes the terms of any Sewerage 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 Section 3.1 and 3.2 of this Agreement, then Sections 3.1 and 3.2 are null and void.

**Section 4:** This Agreement will commence on \_\_\_\_\_, and shall remain in effect for a period of thirty (30) years therefrom subject to earlier termination or to revision, or to properly authorized modification or to renewal upon mutual Agreement of the parties hereto and shall supersede and cancel any and all previous

Agreements concerning sewage service between the parties hereto.

**Section 5:** The City of Upper Arlington further agrees that Columbus may connect any sewer to the sewerage system of the City of Upper Arlington after submission of the plans and specifications therefore to the City of Upper Arlington in accordance with the provisions of Section 3 and provided that such sewer connections by Columbus do not serve areas outside The City of Upper Arlington sewer system tributary-design areas.

Columbus agrees that for all properties and premises within Columbus connected into such sewers or connections, it shall reimburse The City of Upper Arlington for any sanitary sewer oversizing of that section of the sewer system built by the City of Upper Arlington on the basis of an estimate of the differential in cost of that section of the system involved, to be mutually agreed upon prior to approval of plans.

**Section 6:** 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 7:** That failure on the part of either party of 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 sixty (60) 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 the said failure, to faithfully discharge its obligations and responsibilities and upon demonstration thereof such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect without prejudice to Columbus' right to collect amounts due and owing to Columbus arising under the terms of this Contract prior to notice of termination.

**Section 8:** The City of Upper Arlington agrees that during the term of this Agreement, it will take no action whatsoever, including any funding, preliminary engineering, or other surveying necessary or incident to plan, design, construct, or operate any sanitary waste water treatment facility and that, except as herein provided or as may be subsequently authorized by the Columbus City Council, Columbus shall be the sole and exclusive provider to the City of Upper Arlington of such services as are provided by the terms of this Agreement within the designated contract service areas set forth on "**Exhibit A**".

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF COLUMBUS, OHIO

By \_\_\_\_\_  
Public Utilities Director

THE CITY OF UPPER ARLINGTON, OHIO

By \_\_\_\_\_  
Title:

Approved as to form:

\_\_\_\_\_  
Solicitor,  
City of Upper Arlington, Ohio

\_\_\_\_\_  
City Attorney  
Columbus, Ohio