

**AGREEMENT BETWEEN  
THE CITY OF COLUMBUS, OHIO  
AND  
THE VILLAGE OF VALLEYVIEW, OHIO  
FOR  
SEWAGE DISPOSAL**

To provide for the discharge of sewage, industrial wastes, water or other liquid wastes from the Village of Valleyview as it is shown on the map attached hereto and marked 'Exhibit A' for the transportation, pumping and treatment of the same, by the Sewerage System and the Sewage Treatment Works of the City of Columbus, Ohio, as hereinafter provided; Now, therefore,

THIS AGREEMENT MADE AND ENTERED INTO by and between the CITY OF COLUMBUS, OHIO (hereinafter referred to as "Columbus") and the VILLAGE OF VALLEYVIEW, OHIO (hereinafter referred to as "Valleyview"), providing for the discharge of sewage, industrial wastes, water or other liquid wastes from the said Village of Valleyview into, and for the transportation, pumping and treatment of said sewage, industrial wastes, water or other liquid wastes by the Sewerage System and Sewage Treatment Works of the said CITY OF COLUMBUS, OHIO.

**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 City Council of Columbus, and Ordinance No. 805 passed July 24, 2019 by Valleyview, the parties hereto agree as follows:

**Section 1:** Subject at all times under the provisions of Article XVIII, Section 6 of the Constitution of Ohio, Valleyview shall have the right and obligation, under the applicable provisions of the aforesaid ordinance and this contract throughout the effective period of this Agreement, to discharge either directly or indirectly, all sewage, industrial wastes, water or other liquid wastes from its sanitary sewers of Valleyview into the Columbus Sewerage System, to have the same transported, pumped and treated by the Columbus Sewerage System and Sewage Treatment Works, and to have the sanitary sewers maintained by the sewer maintenance forces of Columbus provided, however, that:

- (a) Valleyview shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement and to cause compliance with Chapters 1145 and 1147, Columbus City Code 1959, as amended.
- (b) Whenever and to the extent that the Columbus City Code prohibits or restricts the direct or indirect discharge to the sanitary sewer of subsoil drains from premises within the City of Columbus, such prohibitions or restrictions shall apply with equal force to

premises within Valleyview as if same were a part of this Agreement. The provisions of this paragraph shall not apply to any such subsoil drains in existence prior to the effective date of such legislation by Columbus.

- (c) Valleyview 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. Valleyview agrees that it shall limit inflow and infiltration to its sewer system.
- (d) Valleyview agrees it will not discharge or cause or permit to be discharged into any sanitary sewer tributary to the Columbus sewerage system either directly or indirectly, any acid, chemical, or other substance, which tends to or does in any way interfere with the proper operation of such facilities that are or may be owned and operated by Columbus or any of its duly authorized contracting entities.
- (e) Valleyview 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 for Columbus, or by Legislative processes of Columbus, shall be fully applicable to all premises in Valleyview, 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 Valleyview.
- (f) Valleyview agrees to prohibit the discharge of sewage, industrial wastes, water or other liquid wastes into the sanitary sewers, referred to in this Agreement, from any area outside the Village of Valleyview, the limits of which are shown on the drawing identified as 'Exhibit A', which is attached to and becomes part of this Agreement.
- (g) Valleyview agrees the construction of all house sewers or service connections within the said Village of Valleyview shall meet the provisions of this Agreement, the then-current minimum requirements governing such work in the City of Columbus, and conform to Valleyview's rules and regulations, whichever is the more stringent.
- (h) All main and sanitary sewers and connections to serve areas within the Village of Valleyview shall be constructed in accordance with detailed plans and specifications which have been approved from an engineering standpoint by both the Administrator of the Division of Sewerage and Drainage and the Director of Public Utilities for Columbus, provided that such approval from an engineering standpoint, or disapproval supported by engineering reasons therefor, shall be made by the Director of Public Utilities for Columbus within thirty (30) days after said plans and specifications have been submitted for final approval by Valleyview; otherwise, Valleyview may proceed with construction in full conformity with such plans and specifications and with such engineering supervision and inspection as may be required by the City of 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 Valleyview with the Administrator of the Division of Sewerage and Drainage.

- (i) Valleyview agrees that for all properties and premises connecting into the sewer system of Valleyview 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 determined and collected by Valleyview against any and all such property and premises which are located within the boundary limits of Valleyview wherever such property will be tributary directly or indirectly to the Columbus Sewerage System and provided that such charge shall be determined, and collected before or upon the issuance of a permit to connect such property to the sewer system; That the charge so determined shall be computed on dwellings, commercial and industrial units as computed by Columbus, for similar properties as established by Columbus City Ordinance, and as amended from time to time. Valleyview agrees to pay Columbus, at three (3) month intervals, 100 percent of all such charges as collected; and that, furthermore, Valleyview agrees to pay Columbus at three (3) month intervals, one hundred percent (100%) of all such charges collected.
- (j) Valleyview agrees to furnish to Columbus copies of its location atlas maps for the sanitary sewers located within the area shown on Exhibit A, showing the overall sanitary sewer system and furnish additional copies as and when individual maps are changed or brought up-to-date. An up-to-date copy of the aforementioned location atlas maps shall be forwarded to Columbus within 60 days of execution of this agreement.
- (k) Valleyview agrees that no treatment plants will be constructed to serve any part of the service area covered by this Agreement.
- (l) Valleyview agrees that a complete set of all as-built and planning drawings of all sewers in the areas as shown on Exhibit A, showing the overall sanitary sewer system, shall be forwarded to Columbus upon execution of this agreement.

## **Section 2:**

- (a) The City of Columbus shall have the right 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 Village of Valleyview by the Division of Water of the City of Columbus, a charge or charges based on the applicable provisions of Chapter 1147, Columbus City Code, 1959, as amended, which charge or charges may be changed in accordance with such rates as may be established from time to time for areas outside the corporate limits of Columbus by subsequent applicable ordinances or amendments thereto of the Columbus City Council; provided, however, and subject to the provisions of Section 1 of this Agreement, that in the event of any such change in the rates of charge now being made outside the corporate limits of Columbus for similar services, the rates of charge to premises in Valleyview shall not at any time exceed the rates of charge duly

established for areas outside the corporate limits of the City of Columbus for similar sewerage service.

- (b) Columbus shall have the rights and privilege, beginning as of the effective date of this Agreement, of billing for sewerage service charges directly against the individual users connected to the sanitary sewers located within the area shown on Exhibit A an additional charge for maintenance. This charge for maintenance shall be the same computed rate for maintenance charged to users of the sanitary sewers who are located within the corporate limits of Columbus. Furthermore, this charge for maintenance may be changed from time to time by Ordinances passed by the Columbus City Council
- (c) Upon Valleyview's written request, Columbus agrees to include, as a separate item under the billing authorized above, such surcharge for as may be established from time to time by Ordinance of Valleyview. Such surcharge shall be refunded to Valleyview quarterly, together with a verified report of the amount collected.
- (d) Columbus agrees that, in the computation of charges made to users of sewerage service in the Village of Valleyview, 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 users of such service in the City of Columbus, by reason on the non-entry into the sanitary sewers of water consumed by such users, provided that any fee charged within the City of Columbus to obtain such credits or adjustments may be increased by fifty-cents (\$0.50) for users within the Village of Valleyview.
- (e) Columbus agrees that Valleyview shall have the right and privilege to make charges for structures and premises within the corporation limits of Valleyview, independent of the requirements of Section 1(i), and such charges shall not be subject to the division as established in Section 1(i).
- (f) Columbus may administer and enforce Sections 1145.01 - 1145.99 of the Columbus City Code and all amendments thereto within the boundaries of Valleyview in order to prohibit or limit the discharge of toxic and other substances into the sewerage system. It is also agreed that 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. Valleyview agrees that the requirements of Section 1145.01 - 1145.99 shall apply to all premises in Valleyview which are or later should become tributary, directly or indirectly, to the Columbus Sewerage System to the same extent as they apply to premises within the City of Columbus.
- (g) Valleyview agrees that all fees for administering and enforcing Chapter 1145 shall be collected in accordance with Chapter 1147 of the Columbus City Code, as amended.

**Section 3:** Valleyview agrees that during the effective period of this Agreement, City of Columbus employees or agents shall have the right to enter into and within the Village of Valleyview as shown, for all purposes of this Agreement and for the further purpose of constructing, without cost to Valleyview, within the individual design-tributary area of any extensions to the main sewer system of Valleyview and constructing any other main sewers, without cost to Valleyview, which on the basis of sound engineering principles may be deemed necessary to build up an adequate sewer system in the entire areas to be serviced by Columbus, including by not being limited to Valleyview. The plans and specifications for the construction of sewers hereinbefore defined shall be submitted by Columbus to Valleyview for approval from an engineering and location standpoint. Such approval or rejection supported by engineering reasons therefor, shall be made by Valleyview within thirty (30) days after said plans and specifications have been submitted for final approval. In the case where no approval or disapproval is made 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, 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 within the said thirty (30) days, such disapproval shall be made in writing and the engineering reasons for disapproval definitely established.

Columbus pledges itself to construct such main sewers 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 Agreement, Valleyview shall have the right to connect any main sewers of its collection system to any such aforementioned sewers, subject to the requirement that the flow from Valleyview's main sewers is not contributed to by areas outside the tributary-design area of the said main sewers constructed by the Columbus Division of Sewerage and Drainage, in such manner as approved and in full conformity with all other provisions of this Agreement.

Columbus agrees it shall maintain all the sanitary sewers located within the areas as shown on the map attached hereto marked Exhibit A, at a level of service equal to that performed for the customers within the limits of Columbus, and furthermore that this agreement is intended for maintenance of sanitary sewers only; Valleyview still bears the full responsibility for maintenance and repair of all storm sewers located within the boundaries of Valleyview, provided, however, that:

- (a) Valleyview agrees to raise all manholes and maintenance access structures to grade, when and where necessary, for the term of this Agreement. A determination of which manholes and maintenance structures are to be raised will be made by the Administrator of the Columbus Division of Sewerage and Drainage, or his duly authorized representative. Written notice of the maintenance structures needing to be raised under this agreement will be forwarded to Valleyview by the Administrator of the Columbus Division of Sewerage and Drainage. Furthermore, Valleyview agrees that this work shall be performed in a timely manner after receipt of such written notice, and at no expense to Columbus.

Columbus assumes no maintenance responsibilities or liabilities for any sanitary sewers where manholes and/or maintenance access structures have been identified for raising until satisfactory corrective action is completed by Valleyview, and Columbus has been notified in writing of such corrective action.

- (b) Valleyview agrees that only the sanitary sewers located within the area shown on Exhibit A are covered by this Agreement. It being further provided that, upon and with specific written approval of the Columbus Director of Public Utilities and modification of this Agreement, other areas may also be granted the right to have sanitary sewers located within those areas maintained by the Columbus Sewer Maintenance forces.
- (c) Valleyview agrees to grant to Columbus all rights-of-entry currently held by Valleyview for the purpose of accessing the sanitary sewers located within the area shown on Exhibit A. Furthermore, Valleyview agrees to secure any and all additional rights-of-entry that may be necessary to accomplish the purposes of this Agreement, at no expense to Columbus.
- (d) Valleyview agrees the provisions of this Agreement shall not apply to any damage to the sanitary sewer system caused by any type of construction or other work, either current or in the past, in the vicinity of the sanitary sewer system or caused by defective or improper installation of the sanitary sewers. Furthermore, the provisions of this Agreement shall not apply to rehabilitation, replacements, or relocations that may be required from time to time, except as required to make repairs. Such rehabilitations, replacements, or relocations shall be constructed and inspected by Valleyview, under the supervision of the Columbus Division of Sewerage and Drainage. For the purposes of this Agreement, Columbus will make only construction point repairs to the sanitary sewer system generally involving no more than twenty feet (20') in length.
- (e) Valleyview agrees that the provisions of this Agreement shall not apply to customer service connections or customer service lines. A customer service line shall mean the conduit from the point of connection with the mainline sewer to the structure or building.
- (f) Valleyview agrees it is responsible for the entire stormwater system located within, or a tributary to, the area shown on Exhibit A; furthermore, Valleyview agrees that if a problem arises with the operation and/or maintenance of the sanitary sewers covered by this Agreement that is attributed directly to a problem with the stormwater system, it shall correct such problem in a timely manner. A determination of the stormwater problem will be made by the Administrator of the Columbus Division of Sewerage and Drainage or his duly authorized representative. Written notice of such problem shall be forwarded to Valleyview by the Columbus Director of Public Utilities.

Columbus assumes no maintenance responsibilities or liabilities for any sanitary sewers where stormwater problems have been identified until corrective action is completed by Valleyview and Columbus has been notified in writing of such corrective action.

**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 for the specific Village of Valleyview.

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

**Section 6:** Valleyview hereby agrees there shall not be any connections into the Columbus Sewerage System before said sewer has been accepted for use by the City of Columbus.

**Section 7:** In the event that the City of Columbus has confirmation of a sanitary sewer overflow, the parties shall have the following responsibilities under the Emergency Response Plan as follows:

(a) As to the City of Columbus, the Sewer Maintenance Operation Center will execute the following emergency response plan:

- Determine location of blockage or cause of overflow.
- Identify and request assistance or additional resources to determine the cause or stop the overflow or spill.
- Notify Supervisor and Dispatcher to create a record of the event.
- Take immediate steps to contain the overflow; set-up containment booms, block or bag storm drains, sandbag storm sewers to block flow, and take related actions.
- Secure the site from the public such as by erecting temporary barricades, signs, and other means as the situation warrants.
- Notify the Ohio EPA by phone of the overflow/spill within 1 hour of our confirmation of the event.
- Send a letter to the Ohio EPA within 5 working days of the event.
- If the overflow presents a widespread threat to public health, the City of Columbus will notify the Village of Valleyview via the police non-emergency number (614-525-3333).
- If the overflow presents a widespread threat to public health, the City of Columbus will place door hangers on homes and businesses in the affected

areas notifying them of the overflow.

(b) As to the Village of Valleyview, Village officials and personnel will execute the following emergency response plan:

- Upon receiving notice of a widespread threat to public health from the City of Columbus, the Village in turn will immediately notify the proper Village of Valleyview authority to immediately notify the public.
- Take additional steps to notify the public, as the situation warrants, by publicly announcing the widespread threat, posting information at conspicuous locations around the Village, posting information on Village web sites and/or social media outlets, and/or making personal contact with effected property owners.

**Section 8:** 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 9:** 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.

IN WITNESS WHEREOF, the parties hereto have set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF COLUMBUS

By \_\_\_\_\_  
PUBLIC UTILITIES DIRECTOR

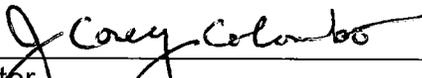
THE VILLAGE OF VALLEYVIEW

By  \_\_\_\_\_  
MAYOR

By  \_\_\_\_\_  
CLERK/TREASURER

By \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Solicitor  
Village of Valleyview

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





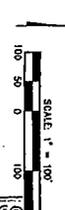
# Valleyview, Ohio Water and Sewer Contract Service Area

## Legend

- Columbus Corporate Boundary
- Parcels
- Right of Way
- Street Centerlines
- Major Roads
- County Line
- Railroad
- Streams
- Lakes
- Parks
- Valleyview Water Contract Service Area
- Valleyview Sewer Contract Service Area

## Description:

The tan colored area indicates the contract area serviced by both water and sewer. Water and sewer contract service area boundaries are similar with the exception of certain parcels, centerlines, right-of-ways, etc. The sewer contract service area agreement provides a map of the approximate sewer contract service area, which is indicated on this map, but the agreement does not provide boundaries specifics in regards to parcels, centerlines, right-of-ways, etc.



OCT 26 2001

ISSUED

VILLAGE OF VALLEYVIEW  
SANITARY SEWER ATLAS

NOTE: EXISTING SANITARY PIPE IS VIBRED CLAY PIPE.

ALL SANITARY SEWER LOCATIONS ARE FROM FRANKLIN COUNTY RECORD PLAN E-123 AND E-124 UNLESS OTHERWISE NOTED.

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