

res 2017-06

"Exhibit A"

AGREEMENT

THIS AGREEMENT, made between the BOARD OF COUNTY COMMISSIONERS OF CLERMONT COUNTY, OHIO (hereinafter "County") and the Village of New Richmond (hereinafter "Village"), authorizes a connection to the County water system for the purpose of securing an emergency back-up water supply during periods of an emergency or disaster and bulk water delivery to the Village.

WHEREAS, County has and continues to construct a series of water transmission mains throughout the territory of the Clermont County Water Resources Department in order to provide regional water supply to the residents of Clermont County and surrounding areas; and

WHEREAS, County has constructed a 10 inch water main and cross connection metering vault to connect to the Village's existing main in the vicinity of the Beckjord Power Station; and

WHEREAS, the Village desires to secure an emergency back-up water supply for those persons served by the New Richmond Waterworks in periods of emergency or disaster; and

WHEREAS, Village is willing to purchase a minimum of 50,000 gallons of water from the County on a weekly basis to insure water quality through the cross connection; and

WHEREAS, County will provide and maintain the meter to measure flow between the two systems; and

WHEREAS, County has determined that the public improvement consisting of an emergency back-up and bulk water supply for the Village will serve one or more of the purposes set forth in Ohio Revised Code Section 307.77 in such a manner and by such method that it will be for

the general public benefit of the County and Village; and

WHEREAS, County desires authority to maintain, reconstruct, operate, repair and otherwise change the cross connection main and metering vault within the public right-of-way in perpetuity.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, County and Village agree as follows:

1. Village is authorizing connection of the County water main along U.S. 52 at Beckjord to the existing Village main for the express purposes of securing an emergency back-up and bulk water supply for the New Richmond Waterworks.
2. County is authorized for perpetuity to maintain, reconstruct, operate, repair and otherwise change the cross connection constructed within the public right-of-way of U.S. 52. Village shall maintain the extension of its water main to the connection point with County's water system at the metering vault. County shall maintain the connecting main and appurtenances within the road right-of-way and the incoming water main supplying the metering vault up to and including the water meter installed to register the flow of water to the Village.
3. County shall notify the Village Utility Superintendent (or designee) a minimum of 48 hours in advance of any anticipated construction, maintenance or reconstruction of the cross connection. Emergency repairs are excluded from 48 hour notification. If emergency repair is necessary, the County shall give the Village as much advanced notification as possible.
4. County shall furnish water to Village in the event of an emergency or disaster. "Emergency" or "disaster" as used in this Agreement shall mean any situation arising from fire, flood, storm, loss of electric power, breakdown of a water system or unpotable condition of water in a water system, or a similar emergency condition causing an immediate threat to the life, health or property of the citizens served by the New Richmond Waterworks System. County also agrees to provide bulk water supply through the cross connection to the Village at a minimum amount of 50,000 gallons per week to insure water quality. County and Village understand and agree that the supply of water to the New Richmond Waterworks during the period of an emergency or disaster is subordinate to the needs of the system operated by the Board of County Commissioners, Clermont County.
5. Village shall notify the County Operations Administrator (or designee) within 24 hours of the use of water by Village during periods of an emergency or disaster.
6. The installation and maintenance of any valving, pressure reducers, regulators, or other appurtenances required by the Village to adapt

to the County cross connection are the sole responsibility of the Village.

7. Village shall abide by the rules and regulations of the Clermont County Water Resources Department concerning this connection including payment for water used.
8. Payment for water used by the Village will be at the public water supplier system rate charged by the County in accordance with the fee schedule in effect at the time of usage. Currently that rate would be \$2.48 per thousand gallons. Should the rate structure for the County be revised, 90 days written notice shall be provided to the Village of the pending changes. Bills for water usage are to be issued bimonthly during periods of water usage. Payment will be due 60 days from the billing date.
9. The effective rate for water provided to the County by the Village shall be reciprocal. The Village shall bill the County for water usage when applicable and payment will be due 60 days from the billing date.
10. County acknowledges that Village may desire to purchase reserved capacity for water for resale from the County Waterworks System. Any system capacity charge imposed at that time shall be based upon the volume requested and the Village shall be treated as a public water supplier for the purpose of imposing the system capacity charges. Any volume of water provided to the Village without payment of system capacity fees is not guaranteed and is subordinate to the needs of the County.
11. This Agreement shall continue for a period of ten (10) years and shall be renewed upon written agreement of both the Village and the County for additional periods of ten (10) year increments upon the same terms and conditions outlined herein. This Agreement may not be terminated without the written consent of both parties. Any termination of this Agreement shall not affect the perpetual right of County to maintain, reconstruct or otherwise change the water main and metering vault within the area of the public right-of-way and on property or easements owned by the Village..
12. This Agreement shall constitute the entire understanding of the County and Village and shall be binding on its successors and assigns. This Agreement supersedes any prior agreement between the entities relating to cross connections. This Agreement may not be assigned without the prior written consent of both County and Village.
13. This Agreement may be amended only by a writing signed by both County and Village.

IN WITNESS WHEREOF, County executes this Agreement as duly authorized by Resolution No. _____ and Village executes this Agreement as duly authorized by Ordinance No. _____ on the dates as indicated.

BOARD OF COUNTY COMMISSIONERS
OF CLERMONT COUNTY, OHIO

David H. Uible, President

Edwin H. Humphrey, Vice President

David L. Painter, Member

ATTEST:

CLERK, BOARD OF COUNTY
COMMISSIONERS OF CLERMONT
COUNTY, OHIO

Date: _____

Judith Kocica

Village OF New Richmond

WITNESSES:

Greg Roberts, Village Administrator

Date: _____

This agreement approved as to form by the Office of the Clermont County Prosecuting Attorney

By: _____
Allan Edwards
Assistant Prosecutor

Date: _____

Prepared: February 8, 2017