

IN THE COUNCIL OF THE
VILLAGE OF NEW CONCORD, OHIO

Ordinance No. D-9-88-1

AN ORDINANCE FOR THE DECLARATION OF A WATER EMERGENCY AND FOR AN AGREEMENT BETWEEN THE CITY OF CAMBRIDGE, VILLAGE OF NEW CONCORD AND WESTERN GUERNSEY SERVICES CO., INC. FOR WATER SUPPLY AND SERVICES IN CASE OF A WATER EMERGENCY.

WHEREAS, the City of Cambridge (hereinafter referred to as "Cambridge") and the Village of New Concord (hereinafter referred to as "New Concord") each have their own independent water supply systems adequate to supply their normal requirements; and

WHEREAS, Western Guernsey Services Co., Inc. (hereinafter referred to as "Western") is a private, non-profit Ohio corporation organized for the purpose of distributing water to residents of Western Guernsey county in the service area between Cambridge and New Concord; and

WHEREAS, in times of drought or other condition causing an excessive demand on the water supply of Cambridge and/or New Concord a shortage in water supply may occur with either Cambridge or New Concord; and

WHEREAS, Cambridge, New Concord and Western desire to cooperate in a time of water emergency involving either Cambridge, New Concord or Western; and

WHEREAS, Cambridge, New Concord and Western desire to enter into an agreement to provide for cooperation and the transfer of water in the time of a water emergency involving either Cambridge, New Concord or Western; and

WHEREAS, if a water emergency exists the Mayor of New Concord may declare a water emergency; and

WHEREAS, this Ordinance constitutes an emergency measure for the immediate preservation of the public peace, property, health and safety by the reason of the emergency which exists in New Concord in that the independent water supply of New Concord has neared inadequate levels to supply the normal requirements of New Concord and may in the future become insufficient to supply the requirements of New Concord which would be contrary to the public peace, property, health and safety of the residents of New Concord.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of New Concord, State of Ohio:

Section 1. The Mayor of New Concord be and hereby is authorized to enter into an Agreement with Cambridge and Western to provide and receive water supply and services in case of a water emergency. A copy of that Agreement is attached to this Ordinance and incorporated herein.

Section 2. The Mayor of New Concord is hereby empowered to declare a water emergency exists.

Section 3. For the reasons stated in the preamble hereto, which is made a part hereof, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: September 26, 1988

W. Michael Krizan
President of Council

Approved: September 26, 1988

R. Gregory Adams
Mayor

Attest:

Beryl L. Hammer
Village Clerk - Treasurer

I hereby certify that the above Ordinance No. D-9-88-1 was posted per Ordinance No. L-1-84-1 from September 29, 1988 to November 7, 1988.

Beryl L. Hammer, Clerk

AGREEMENT BETWEEN THE CITY OF CAMBRIDGE,
VILLAGE OF NEW CONCORD AND WESTERN GUERNSEY
SERVICES CO., INC. TO PROVIDE WATER SUPPLY
AND SERVICE IN CASE OF A WATER EMERGENCY

THIS AGREEMENT made this _____ day of _____,
1988, by and between the CITY OF CAMBRIDGE, hereinafter
referred to as "CAMBRIDGE", the VILLAGE OF NEW CONCORD,
hereinafter referred to as "NEW CONCORD" and WESTERN GUERNSEY
SERVICES CO., INC., hereinafter referred to as "WESTERN",

W I T N E S S E T H:

WHEREAS, CAMBRIDGE and NEW CONCORD each have their own
independent water supply systems adequate to supply their
normal requirements; and

WHEREAS, WESTERN is a private, non-profit Ohio
corporation organized for the purpose of distributing water to
residents of Western Guernsey county in the service area
between Cambridge and New Concord; and

WHEREAS, in times of drought or other condition
causing an excessive demand on the water supply of Cambridge
and/or New Concord a shortage in water supply may occur with
either CAMBRIDGE or NEW CONCORD; and

WHEREAS, CAMBRIDGE, NEW CONCORD and WESTERN desire to
cooperate in a time of water emergency involving either
CAMBRIDGE, NEW CONCORD or WESTERN.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS TO BE DERIVED FROM A COOPERATIVE EFFORT IN TIMES OF A WATER EMERGENCY AND BY AUTHORITY GRANTED BY THE COUNCILS OF CAMBRIDGE AND NEW CONCORD AND THE BOARD OF TRUSTEES OF WESTERN, THE PARTIES AGREE AS FOLLOWS:

1. The Mayor of CAMBRIDGE and NEW CONCORD may declare a water emergency exists after joint consultation and shall notify WESTERN'S Manager of their declaration.

2. In the event the emergency is with NEW CONCORD, WESTERN shall furnish NEW CONCORD with 100,000 gallons of water per day which would be metered at the metering facility located East of New Concord and near the New Concord sewage disposal plant and provided for that purpose.

3. NEW CONCORD would pay to WESTERN for said gallonage provided through said meter the sum of \$1.25 per 1,000 gallons within ten (10) days of such times as WESTERN bills NEW CONCORD. WESTERN shall continue to furnish said gallonage or any part thereof to NEW CONCORD until notified by NEW CONCORD that said gallonage is no longer needed, at which time final billing shall be made to NEW CONCORD by WESTERN.

4. WESTERN shall pay CAMBRIDGE for said additional water supply at the rate of \$1.07 per 1,000 gallons as currently being paid by WESTERN to CAMBRIDGE through their meter presently in place.

5. The additional 18¢ per gallon charged by WESTERN

to NEW CONCORD is to compensate WESTERN for pumping and administrative costs.

6. In the event the water emergency declared pursuant to Paragraph numbered 1 herein is with CAMBRIDGE, then WESTERN shall furnish CAMBRIDGE with as much water as CAMBRIDGE would request and within the limits of the NEW CONCORD water supply which would be metered at the metering facility located East of New Concord and near the New Concord sewage disposal plant and provided for that purpose.

7. CAMBRIDGE would pay to WESTERN for said gallonage provided through said meter the sum of \$1.25 per 1,000 gallons within ten (10) days of such times as WESTERN bills CAMBRIDGE. WESTERN shall continue to furnish said gallonage or any part thereof to CAMBRIDGE until notified by CAMBRIDGE that said gallonage is no longer needed, at which time final billing shall be made to CAMBRIDGE by WESTERN.

8. WESTERN shall pay NEW CONCORD for said additional water supply at the rate of \$1.07 per 1,000 gallons as currently being paid by WESTERN to CAMBRIDGE through their meter presently in place.

9. The additional 18¢ per gallon charged by WESTERN to CAMBRIDGE is to compensate WESTERN for pumping and administrative costs.

10. In the event the cost of water to WESTERN by CAMBRIDGE is raised pursuant to their Contract which provides

for review each two (2) years, then the charge to NEW CONCORD or CAMBRIDGE pursuant to Paragraphs numbered 3 through 9 herein would be raised proportionately. WESTERN shall notify NEW CONCORD of any change in the rates to be charged in case of emergency at such time as said rate increase may be in place between CAMBRIDGE and WESTERN.

11. WESTERN and NEW CONCORD have put in place the facility and metering devices to implement this Agreement in case of a water emergency and the cost of maintaining said facility shall be equally divided between WESTERN and NEW CONCORD, unless the cost is the result of the New Concord Sewer Plant overflowing or other fault within the control of NEW CONCORD, in which event NEW CONCORD shall pay the entire cost of that maintenance.

12. CAMBRIDGE and NEW CONCORD understand that they have a primary obligation to furnish their own water customers before supplying water to each other and, if both CAMBRIDGE and NEW CONCORD have a water emergency at the same time, that neither shall be obligated to the other to supply water. It is further understood that WESTERN has an obligation to first serve its customers within its service and pumping capacities and it can only implement the provisions of this Agreement to either NEW CONCORD or CAMBRIDGE within its capacities.

13. This Agreement shall remain in full force and effect until cancelled by any party by giving thirty (30) days

written notice to the other parties.

THIS AGREEMENT shall be in full force and effect from and after the time that the last of the parties signs and approves the same.

CITY OF CAMBRIDGE

Dated: _____

By _____

Authorized:
Ordinance #83-88

C. CHARLES SCHAUB,
Mayor

VILLAGE OF NEW CONCORD

Dated: September 26, 1988

By _____

Authorized:
Ordinance # D-9-88-1

Greg Adams
Mayor

WESTERN GUERNSEY SERVICES CO.,
INC.

Dated: _____

By _____

WILLIAM S. WYCOFF
Its President