

# RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 2015-15

Passed June 10, 2015

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK-TREASURER TO EXECUTE A WATER SERVICE AGREEMENT WITH THE VILLAGE OF PLEASANTVILLE, OHIO AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Thurston wishes to enter into a new water service agreement with the Village of Pleasantville; and

WHEREAS, an agreement must be accepted by both Villages before a contract can go into effect;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF THURSTON, OHIO THAT:**

SECTION 1: The Mayor and Clerk-Treasurer are hereby authorized and directed to enter into an agreement, in substantially the same format and content as the document attached hereto as Exhibit A and incorporated by reference, with the Village of Pleasantville to provide services for the Village of Thurston's water system.

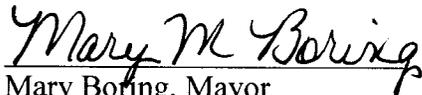
SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision making bodies of the Village of Thurston which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION 3: All prior Ordinances, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

SECTION 4: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Resolution shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Passed in Council this 10<sup>th</sup> day of June 2015.

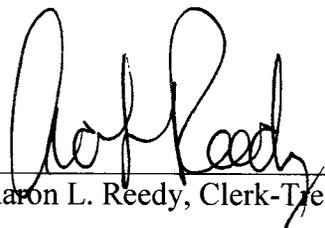
First Reading: waived  
Second Reading: waived  
Third Reading: waived

  
Mary Borling, Mayor

DATE OF PASSAGE: 6-10-15

EFFECTIVE DATE: 6-10-15

ATTEST:

  
Aaron L. Reedy, Clerk-Treasurer

## WATER SERVICE AGREEMENT BETWEEN THE VILLAGE OF THURSTON AND THE VILLAGE OF PLEASANTVILLE

This Agreement is entered into by and between the Village of Pleasantville, hereinafter referred to as "Pleasantville", a municipal entity within the State of Ohio, and the Village of Thurston, hereinafter referred to as "Thurston", a municipal corporation within the State of Ohio.

WHEREAS, Thurston owns a water treatment plant, well field, and delivery system owned by Thurston, and Thurston desires that Pleasantville provide certain services relating to said water treatment plant and delivery system. Thurston and Pleasantville, for good and valuable consideration and the mutual promises contained herein, agree to enter into a binding agreement upon the following terms and conditions:

- A. Pleasantville shall perform the following duties related to and associated with Thurston's water treatment plant and delivery system:
  1. Pleasantville shall provide a Certified Water Operator, licensed by the State of Ohio, whose credentials and schedule are maintained to current and applicable State and Federal requirements. The Certified Water Operator shall immediately become familiar with Thurston's water treatment plant, well field, and delivery system. In addition to the duties and responsibilities described herein, the Certified Water Operator shall assist Thurston with any plans to upgrade the water treatment plant and delivery system. Pleasantville understands the Certified Water Operator is a professional who is responsible for the lives in Thurston and who operates the most costly investment in Thurston.
  2. Pleasantville shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and requirements in effect on the date of execution.
  3. Pleasantville shall inform Thurston immediately upon learning of any change of circumstance that effects the ability of the Certified Water Operator to perform the services detailed in this Agreement,
  4. Pleasantville shall timely record all operational log sheet readings required by Ohio EPA, including the following:
    - i. Daily chlorine residual and other weekly and monthly tests and samples required, to assure water is being treated properly and in accordance with Ohio EPA standards. Pleasantville shall collect and mail all tests, samples, and

logs to Ohio EPA as required. Thurston shall be responsible for all payments for the tests required by Ohio EPA, included and not included in this paragraph.

5. Pleasantville shall inspect the plant processing equipment and chemical feed systems as required by the Ohio EPA.
6. Except as otherwise provided herein, Pleasantville shall provide all labor for the maintenance of equipment, which is a part of, or related to, the water treatment plant, well field, and delivery system, and Thurston shall pay for all necessary parts and replacement units. If Pleasantville reasonably determines any maintenance requires more time or technical expertise than it possesses, then Pleasantville shall immediately notify Thurston, and Thurston shall be responsible for contracting for repair and/or replacement of equipment, and Thurston shall be responsible for all costs of said contracts.
7. Pleasantville shall be responsible for mixing chemicals for continuous operation of the water treatment plant and delivery system, as required by the Ohio EPA.
8. Pleasantville shall inform Thurston of its need to order chemicals, distribution system parts, and other supplies in order to perform its duties and obligations under this Agreement. Pleasantville shall order chemicals, supplies, or parts only upon receipt of a written Thurston Village Purchase Order. Thurston shall pay Pleasantville mileage at the then current federal tax allowance rate to pick up necessary parts or supplies during regular working hours, if pick up is deemed necessary.
9. Pleasantville agrees to (when necessary): (1) correspond with, provide technical assistance to, and meet with engineers, contractors, and Ohio EPA officials; (2) complete, update, and maintain all necessary Ohio EPA forms, documents, and other paperwork; and (3) attend Thurston Village meetings, upon the request of Thurston, concerning the daily operations of the water system and/or any changes or modifications to the water treatment plant, well field, and delivery system operations. Pleasantville understands and agrees the correspondence and meetings identified in this paragraph are included in the standard price under section D, and not under the pricing structure of Section G.
10. Pleasantville shall supervise the operation of the water treatment plant located at 8445 High St., Thurston. Pleasantville shall make certain the chemical tanks always remain at an adequate level and ensure all metering pumps are operational. Pleasantville shall be

responsible for general housekeeping inside the water treatment plant. Pleasantville agrees to keep the water treatment plant in a clean and orderly condition. Pleasantville shall not be responsible for landscaping, mowing or other exterior maintenance at the water treatment plant. As soon as Pleasantville learns of, or becomes aware of, any maintenance or repairs that are needed at the water treatment plant,, Pleasantville will immediately notify Thurston in writing.

11. Although the pumping station located at St. Rt. 256 and St. Rt. 37 is no longer needed, occasional work may need done at that location. Pleasantville will complete all necessary work at the pumping station that relates to the activity and performance of the Thurston water delivery system.
12. Pleasantville shall make certain all required compliance sampling is conducted accurately and timely. Pleasantville shall take daily chlorine residual tests at opposite ends of the water delivery system. Results shall be recorded in the operational log.
13. Pleasantville shall test quarterly the water delivery system's pressure at four randomly selected locations. Pleasantville shall provide the pressure test results to Thurston five (5) days after the test is completed. Results also shall be maintained in the operational log.
14. Pleasantville shall maintain adequate security, including, but not limited to, performing regular security checks at the water tower, water treatment plant and well field. Tank overflow will be checked regularly to make certain any overflow is properly screened and the tank level indicator is working properly.
15. Pleasantville shall read and record the master meter monthly.
16. Pleasantville shall exercise regularly the valves throughout the water distribution system.
17. Pleasantville shall drive the route of the water mains regularly and make certain there is no evidence of a water main break or any damaged fire hydrants. Pleasantville shall notify Thurston immediately if it discovers any evidence of a water main break or damaged fire hydrant.
18. Pleasantville shall maintain an up-to-date map clearly identifying the location of all water lines, fire hydrants, flush-hydrant tanks, valves, and other equipment related to Thurston's water treatment plant, well field, and delivery system. Thurston shall make available

current and up-to-day maps clearly identifying the location of all water lines, fire hydrants, flush-hydrant tanks, valves and other equipment related to Thurston's water treatment plant and delivery system, for Pleasantville to maintain.

19. Pleasantville shall provide Thurston a quarterly report detailing the overall operation and condition of the Village's water treatment plant, well field, and delivery system, including the pump station. Pleasantville also shall provide Thurston on January 15<sup>th</sup> of each year an annual report analyzing and evaluating the water treatment plant, well field, and delivery system and its components stating forth the status of each component, evaluation, opinions and recommendations for the optimal performance and maintenance and repairs and or up-grades recommended
  20. Pleasantville's Operator-of-Record will assist in annually updating the Contingency Plan.
  21. Pleasantville shall supervise all work performed on fire hydrants, storage tank and all other valves located in and on the water treatment plant and delivery system, subject to the terms and conditions in Section D of this Agreement excepting work performed outside normal work hours which would fall under Section G.
  22. Pleasantville's Licensed Operator-of-Record shall follow all Federal and State EPA requirements, including the mandatory on-site schedule as defined by the Federal and State EPA. Pleasantville shall make sure this information is maintained in the operational log.
  23. Pleasantville will assist in the preparation of the annual Consumer Confidence Report for Thurston beginning with the 2014 report due in 2015, pursuant to Section H of this agreement. Thurston will be responsible to deliver the reports to the customers.
- B. Pleasantville shall read all water meters once each month. Pleasantville agrees to perform a secondary reading for a customer, when requested by Thurston, when verification is necessary. Pleasantville also agrees to perform a reading for a customer, when requested by Thurston, when a customer is moving out. These services will be provided pursuant to Section H of this Agreement and not Section D or Section G.
- C. Pleasantville shall supply all necessary tools for all work performed on the water treatment plant, well field, and delivery system under this Agreement. If Pleasantville needs to purchase new equipment , it must make Thurston aware of the need. If Thurston and Pleasantville can

reach an agreement on how to share the cost of purchasing new equipment, before the equipment is purchase, Thurston will assist in the purchasing of said equipment. Thurston will not pay for, or help for, any equipment Pleasantville purchases without its express consent.

- D. Thurston agrees to send Pleasantville work orders via facsimile or email and Pleasantville agrees to perform all work in a timely, good faith, workman like manner, in accordance with standard practices, and in compliance with all applicable governmental requirements, regulations and orders.

Pleasantville understands and agrees that all work performed under this Agreement, except for meter reading, shall be performed by the Certified Water Operator or a properly licensed and bonded employee, agent, or representative of the Certified Water Operator.

Thurston agrees to invoice its customers for all costs, including any fees, to install a new or replacement water meter if the meter must be installed because of the customer's act or omission. Thurston further agrees to invoice its customers an additional \$50.00 fee for installation of a new or replacement meter if the installation is required because of a customer's act or omission. Thurston shall pay Pleasantville all installation fees collected by Thurston hereunder as long as Pleasantville installs said meter. Meters will be installed in a reasonable and timely manner.

For all other water meter installations, Pleasantville shall install or reinstall the meter in a reasonable and timely manner, and Thurston shall pay the cost of labor to repair the meter and/or the cost of factory meter repair. Pleasantville will charge \$13.99 per hour for the labor for the Water Plant Operator and/or \$15.18 per hour for the Maintenance Worker to repair any broken water meters, the disconnecting and reinstallation of repaired meters, as well as the installation of new meters in all cases where a flat fee is not collected by Thurston under the terms of this Agreement. Warranty agreements shall be utilized to minimize the cost of repair. New meters purchased shall be at the sole expense of Thurston except when said meter cost is assessed to the customer under this Agreement.

In both cases listed above, if Pleasantville does not install the water meter in a reasonable and timely manner, Thurston may contract the work to another subcontractor, agent, or entity.

Pleasantville shall check water meters for accuracy at the customer's request, provided that in the event a customer requests any additional tests of a meter within twelve months following the original test, Thurston shall invoice the customer \$50.00 for each additional test in said twelve month period if the test results show the meter is accurate. Thurston agrees to pay Pleasantville the fees collected under this paragraph.

- E. Pleasantville agrees to perform “shut-offs” and “turn-ons” authorized by Thurston when an account becomes delinquent and is turned off for non-payment. When the customer’s account is made current, Thurston will invoice the customer a \$50.00 reconnect fee. Thurston will keep \$25.00 of this fee. Pleasantville will be paid \$25.00 of this fee.

Pleasantville agrees to remove water meters and shut off water service at the curb and re-install water meters and turn on water service for customers who Voluntarily request their water service be interrupted for a specific length of time. When a customer’s service is shut off under this paragraph, Thurston shall invoice the customer a service fee of \$50.00 at the time of shut off, and \$50.00 at the time of turn on. Pleasantville shall be entitled to all such fees collected by Thurston under this paragraph. As used in this paragraph, “Voluntarily” shall mean a request by a customer to have the water service to a property discontinued for a specific period of time and not related to repair of the water system on the customer’s property.

- F. Pleasantville shall provide labor per Section D between 8:00am and 4:00pm Monday through Friday (“Regular Business Hours for the Water Plant Operator”) and between 8:00am and 4:00pm Tuesday through Saturday (“Regular Business Hours for the Maintenance Worker”) for the repair of curb boxes found to be defective during shut-off procedures where, in the discretion of Pleasantville, the repair is of a minor nature (less than \$100). Thurston shall pay for all replacement parts for repairs done to the curb boxes.

- G. Pleasantville shall provide Pleasantville’s Operator-of-Record for supervisory and technical assistance to Thurston on a twenty-four (24) hour basis seven (7) days a week when breaks occur in the main water distribution system requiring repair of same. Pleasantville shall provide Thurston an emergency phone number for such emergencies. The Operator-of-Record shall contact the Thurston Village-approved contractors to do the work necessary to complete the job. Pleasantville may assign other employees to do such work only if agreed to by Thurston.

During any time outside Regular Business Hours, Thurston agrees to pay Pleasantville an amount equal to one and one half (1 ½) times Pleasantville’s Contract Rate, plus a vehicle surcharge of \$2.50 per hour, for each hour or fraction thereof that supervisory and technical assistance is provided. When breaks occur after 4:00 pm, then Pleasantville shall provide said supervisory and technical services from the time Pleasantville is notified of a water system break, until supervisory and technical services are no longer required.

“Contract Rate” represents the hourly amount of Pleasantville’s Operator-

of-Record's "total compensation". Pleasantville's Operator-of-Record's "total compensation" is defined for purposes of this Agreement as the total amount of Pleasantville money allocated to the compensation of Pleasantville's Operator-of-Record on an annual basis, including gross salary and the cost of fringe benefits, PERS, insurance, uniforms, workers' compensation payments and unemployment taxes paid by Pleasantville on behalf of said Operator-of-Record. The hourly amount referenced herein, shall be computed by dividing the total compensation of the Pleasantville's Operator-of-Record, as of the date of this Agreement is executed and as changes in the "total hourly compensation" are made during the term of this Agreement, by 1142.52 hours because he works part-time for Pleasantville. Currently, Pleasantville's Operator-of-Record's total compensation is \$13,710.24.

For further clarification, Pleasantville's Operator-of-Record's "contract rate" which Thurston shall pay Pleasantville under this Agreement for all work performed outside Regular Business Hours is currently \$20.99 per hour. Pleasantville shall immediately notify Thurston of any increase in the contract rate occasioned by increases in the Operator-of-Record's total compensation and shall verify said costs upon request of Thurston.

Thurston and Pleasantville agree that Thurston's obligation to pay under this section is not predicated upon Pleasantville's Operator-of-Record being present at the job site, and Pleasantville, with approval from Thurston, may assign employees to provide said technical and supervisory assistance specified herein.

Water breaks at fire hydrants and replacement of fire hydrants shall, for purposes of this Agreement, be considered "water breaks".

In the event Thurston requests additional assistance in cases of multiple service line breaks, then Pleasantville agrees to provide a second person to provide supervisory and technical assistance, and Thurston agrees to pay Pleasantville an amount equal to the charges Thurston would have been obligated to pay if no other break had occurred pursuant to the terms of this Agreement for such additional technical assistance.

- H. The term of this Agreement shall be three (3) years. Thurston shall pay to Pleasantville a flat fee of \$1,000.00 per month during the term of this Agreement for all daily supervisory, technical assistance, and labor not expressly identified at a specific rate in this Agreement.
- I. In the event that Pleasantville does not have a Fully-Licensed Water Operator, then Pleasantville will immediately contract the services of a licensed consultant, with the qualifications required to supervise the operation of Thurston's water treatment plant, well field, and delivery system pursuant to all State and Federal rules, regulations, and guidelines,

in order to meet its obligations and responsibilities under this Agreement. If Pleasantville must contract such services, Pleasantville shall provide the contracted consultant with a copy of this Agreement and shall make the contracted consultant comply with all the terms and conditions of this Agreement. Pleasantville acknowledges and understands that it is liable if the contracted consultant fails to perform the required duties, responsibilities, and obligations as set forth in this Agreement.

- J. This Agreement shall be effective upon the date last executed below. .
- K. This Agreement can be modified at any time only by a written amendment signed by both Parties.
- L. This agreement can be terminated by either Party for any reason, or no reason at all, upon written notice served upon the other party, via certified or regular mail, at least sixty (60) days prior to the termination date.
- M. This Agreement contains the entire agreement between the Parties and no promise, representation, warranty, covenant, agreement, or other undertaking not specifically contained in this Agreement is binding upon or inures to the benefit of Pleasantville or Thurston. This Agreement shall take precedent, supersede, and control over any conflicting or additional terms contained in any other Agreements previously executed by the Parties.
- N. Pleasantville will indemnify, defend, and render and save Thurston harmless of and from all and all claims, reasonable expenses, fines, suits, proceedings, demands, liabilities, and causes of action from any and all accidents, injuries or damages to any person or property arising from its duties, responsibilities, and work performed under this Agreement, and by any of its agents, representatives, servants, employees, licensees or assignees, or arising out of the failure of Pleasantville, its agents, representatives, servants, employees, licensees or assignees to perform its obligations as set forth in this Agreement. The duty to indemnify and hold harmless required by this paragraph shall include the payment of attorneys' fees and related expenses of litigation, and is independent of Pleasantville's status as a party to a lawsuit or other litigation of any type brought against Thurston.
- O. Thurston agrees that upon execution of this Agreement, it shall pay to Pleasantville all monthly fees on or prior to the first (1st) day of each month. Thurston further agrees it shall pay to Pleasantville all fees and charges required hereunder this Agreement ten (10) days after date of invoice.
- P. For purposes of this Agreement, Thurston is the entity responsible for the water treatment plant, well field, and delivery system's operation and

ownership and has the authority authorized to enter into this Agreement.

- Q. This Agreement has been accepted by the required majority of the council members of the Village of Pleasantville, Ohio, and the council members of the Village of Thurston, Ohio, the same being on record of a regular meeting of both entities, and that the undersigned representatives have the legal authority to execute this Agreement.
- R. Pleasantville and Thurston agree that payments under this Agreement, unless otherwise noted herein, shall begin on the first day of the month following the execution of this Agreement, and shall continue to be due on the first day of each month during the term of this Agreement.
- S. Pleasantville agrees to obtain and maintain, at its sole expense, such insurance as will protect Pleasantville, the Operator-of-Record, and all other individuals performing work under this Agreement from claims under the Worker's Compensation Act and such comprehensive general liability insurance as will protect Thurston, Pleasantville, the Operator-of-Record, and any other individual performing work under his Agreement from all claims for bodily injury, death, or property damage which may arise from the performance by Pleasantville, the Operator-of-Record, and any other individual under this Agreement.
- T. Pleasantville understand, acknowledges, and agrees that nothing in this agreement creates an employer-employee or agent relationship between Pleasantville and Thurston. Pleasantville understands it is performing all work under this agreement as an independent contractor.
- U. This Agreement may be executed in any number of counter parts, each of which shall be executed by Thurston and Pleasantville and all of which shall be regarded for all purposes as one original and shall constitute and be but one in the same.

[Signatures Appear on Next Page]

VILLAGE OF PLEASANTVILLE, OHIO

By: Jacob E. Weidner  
Mayor, Village of Pleasantville

6-19-15  
Date

Attested: Penny Marquart  
Clerk, Village of Pleasantville

6-19-15  
Date



Approved as to form:

[Signature]  
Solicitor, Village of Pleasantville

VILLAGE OF THURSTON, OHIO

By: Mary M. Brings  
Mayor, Village of Thurston

6-11-15  
Date

Attested: Aaron L. Reedy  
Clerk-Treasurer, Village of Thurston

6-10-15  
Date



Approved as to form:

[Signature]  
Solicitor, Village of Thurston