

RESOLUTION NO.: 2013-R16
SPONSOR: MAYOR NORTON
INTRODUCED: MARCH 12, 2013

INTERGOV. & UTIL.

ASSIGNED TO: _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW AGREEMENT WITH AQUA OHIO.

WHEREAS, the City of Green's contract with Aqua Ohio expired on December 31, 2012; and

WHEREAS, Aqua Ohio has requested a rate increase of 3.5% per year, for the period April 1, 2013 through December 31, 2016. In exchange, Aqua Ohio has promised to fund City selected capital infrastructure improvements up to One Million Seven Hundred Thirty Thousand Dollars (\$1,730,000.00) which includes Five Hundred Thirty Thousand Dollars (\$530,000.00) carried over from the previous Agreement; and

WHEREAS, it is in the best interest of the City to enter into a new agreement with Aqua Ohio to provide water and related services to the businesses and residents of Green.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

SECTION ONE:

Green City Council authorizes the Mayor to enter into an Agreement with Aqua Ohio for the period April 1, 2013 through December 31, 2016. A copy of the new Agreement is attached to this Resolution as Exhibit "A".

SECTION TWO:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meetings of this Council and any deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

ADOPTED: APRIL 9, 2013

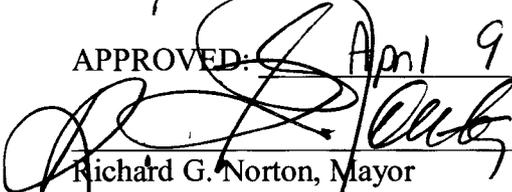


Molly Stevens, Clerk
KAPCUCU



Dave France, Council President

APPROVED: April 9, 2013



Richard G. Norton, Mayor

Page 2
Resolution 2013-R16

ENACTED EFFECTIVE: April 9, 2013

ON ROLL CALL: Colopy -*yea* France -*yea* Humphrey -*yea* Knodel -*yea*
Neugebauer -*yea* Reed -*yea* Summerville -*NAY* Adopted 6-1

Suburbanite publication on APRIL 14 and APRIL 21, 2013


Molly Stevens, Clerk
KAPELUCIK

3/06/13 Approved as to form and content by Stephen J. Pruneski, Law Director SP 3/6/13

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

AGREEMENT

AGREEMENT to provide for water service to be furnished by Aqua Ohio, Inc. to the City of Green, Ohio and the inhabitants thereof, and to regulate the rates under which water service shall be furnished in the City of Green, Ohio for and during the period from April 1, 2013 through December 31, 2016.

WHEREAS, Aqua Ohio, Inc., its successors and assigns (hereinafter called the "Company") shall be bound to furnish such water as it shall hereafter furnish for public and private consumption within the City of Green, Ohio (hereinafter called the "City"), for and during the period from April 1, 2013 through December 31, 2016, upon the terms and conditions hereinafter set forth:

WHEREAS, Aqua Ohio, Inc. now enjoys the right and privileges of using the streets and public highways in the City for the location, operation, maintenance and existence of its mains, services and other appurtenances; and

WHEREAS, the City and the inhabitants thereof are now and have been receiving water service from said Company, all property, plants, distribution mains and equipment of which Company now used and useful in the furnishing of said water service, and the legal title to the same, as well as any equipment or extensions which may hereafter be placed in said City by said Company, its successors and assigns;

NOW, THEREFORE, BE IT AGREED BETWEEN THE CITY AND THE COMPANY THAT:

Section 1:

In consideration of the covenants of the City and the Company as hereinafter contained, the following terms and conditions are declared and made effective relative to the supplying of such water service. In the event that the City shall levy, assess or impose any new privileges, occupation, franchise or excise tax, or shall increase any such taxes presently existing against the Water Company at any time during the period which this Agreement shall be in force, then the rates fixed in Section 2 hereof be so increased by the Company by filing a new schedule as to provide sufficient additional revenue to cover such new or additional tax or taxes provided, however, that if the City shall propose an alternative schedule of additional rates acceptable to the Company which would yield the requisite revenue, such alternative schedule shall control. In either event, the new and increased schedule shall become effective on all bills rendered after the effective date for such new tax or taxes.



Section 2:

In consideration of the above, the parties hereto agree that the Company, for the services described, shall charge for water furnished during the period from April 1, 2013 through December 31, 2016 the following rates on all bills rendered:

DIVISION A
MEASURED OR METERED SERVICE RATE SCHEDULE

Monthly Charge For Water Delivered (Per 100 cu. ft.)				
Effective Date	4/1/13	1/1/14	1/1/15	1/1/16
First 5,000 cu. ft.	\$4.30	\$4.45	\$4.61	\$4.77
Next 10,000 cu. ft.	\$3.36	\$3.48	\$3.60	\$3.73
Above 15,000 cu. ft.	\$1.88	\$1.95	\$2.02	\$2.09

Monthly Charge Based On Meter Size				
Meter Size	Effective Date			
	4/1/13	1/1/14	1/1/15	1/1/16
5/8" x 3/4"	\$11.65	\$12.06	\$12.48	\$12.92
3/4"	\$12.79	\$13.24	\$13.70	\$14.18
1"	\$16.30	\$16.87	\$17.46	\$18.07
1 1/2"	\$20.94	\$21.67	\$22.43	\$23.22
2"	\$33.76	\$34.94	\$36.16	\$37.43
3"	\$128.01	\$132.49	\$137.17	\$141.93
4"	\$162.91	\$168.60	\$174.49	\$180.59
6"	\$244.39	\$252.94	\$261.79	\$270.95

ACCOUNT ACTIVATION FEE: An account activation charge of Twenty Five Dollars (\$25.00) will be charged for a service connection during the Company's regular business hours.



LATE PAYMENT FEE: The customer will be charged a late payment fee of five percent (5%) if bill payment is paid after the past due date as specified on the customer bill.

DISHONORED CHECKS: When a check that has been received as payment for service is returned by the bank unpaid, a charge of twenty dollars (\$20.00) will be assessed to cover the cost of processing this transaction. The charge for the dishonored check may be reflected at the Company's option when the Company returns the dishonored check or may be charged on the customer's next billing.

RECONNECTION FEE: Reconnection fees as defined in the Company's Tariff Section 3-2, First Revised Sheet No. 3, Item 12(b) and Section 3-6, Original Sheet No. 4, Item 10(a) are:

Reconnection Fee during regular business hours.....\$35.00
 Reconnection Fee other than during regular business hours..... \$125.00

DIVISION B
PRIVATE FIRE PROTECTION RATE SCHEDULE

Monthly Charges For Hose Connections and Hydrants				
Size	Effective Date			
	4/1/13	1/1/14	1/1/15	1/1/16
1 ¼"	\$12.71	\$13.15	\$13.61	\$14.09
1 ½"	\$15.90	\$16.46	\$17.04	\$17.64
2"	\$19.90	\$20.60	\$21.32	\$22.07
2 ½"	\$23.07	\$23.88	\$24.72	\$25.59
Private Hydrant	\$48.33	\$50.02	\$51.77	\$53.58

Monthly Charges for Automatic Sprinklers					
Size	Floor Space (sq.ft.)	Effective Date			
		4/1/13	1/1/14	1/1/15	1/1/16
2"	5,000 or less	\$39.58	\$40.97	\$42.40	\$43.88
4"	10,000 or less	\$59.50	\$61.58	\$63.74	\$65.97
6"	20,000 or less	\$83.26	\$86.17	\$89.19	\$92.31
Additional	Per 1,000	\$2.33	\$2.41	\$2.49	\$2.58

LATE PAYMENT FEE: The customer will be charged a late payment fee of five percent (5%) if bill payment is paid after the past due date as specified on the customer bill.

DISHONORED CHECKS: When a check that has been received as payment for service is returned by the bank unpaid, a charge of twenty dollars (\$20.00) will be assessed to cover the cost of processing this transaction. The charge for the dishonored check may be reflected at the Company's option when the Company returns the dishonored check or may be charged on the customer's next billing.

DIVISION C
PUBLIC FIRE PROTECTION SERVICE RATE

Any and all charges for the operation and maintenance of all public fire plugs or hydrants now or hereafter installed and to be used for fire protection purposes only are provided for and included in Division A - Measured or Metered Service Rate Schedule.

DIVISION D
BULK WATER SALES

For sales of bulk water at Company-designated connections, a customer shall the rates shown in the table below per thousand (1,000) gallons delivered. In addition, the customer shall pay a bulk water permit fee based upon the Company's costs incurred for bulk water connection and metering accommodations.



Bulk Water Rates (Per 1,000 Gallons)			
Effective Date			
4/1/13	1/1/14	1/1/15	1/1/16
\$11.92	\$12.34	\$12.77	\$13.22

DIVISION E
CUSTOMER IMPACT FEE

Prior to any new service connection to a water line operated by the Company, the customer shall pay a customer impact fee as follows:

Meter Size	Customer Impact Fee
5/8" x 3/4"	\$1,200.00
1"	\$3,060.00
1-1/2"	\$6,900.00
2" or larger	\$12,240.00

Section 3:

If, during the term of this Agreement, the City desires that the Company expand or construct improvements beyond those planned by the Company and beyond any improvements which the Company has agreed to implement, the City may request negotiations with the Company for adjustment of the rates set forth herein to facilitate such improvements.

If, following July 1, 2010, (a) the Company's rate of return on rate base (as determined in accordance with Ohio Revised Code Chapter 4909) for its Stark Regional Division falls one percentage point or more below any such return then in effect for any of the Company's districts established by the Ohio Public Utilities Commission and (b) events beyond the control of the Company have contributed to such lowered return (such as increased operating or capital cost directly resulting from a new regulatory requirement, or material unforeseen increases in costs for power or chemicals, but not increases related to wages or other customary operating costs under the Company's control),



then the City and the Company shall renegotiate the rates set forth in Section 2 hereof. If renegotiated rates have not been reached within sixty (60) days after such negotiations are requested, the Company may apply to the Ohio Public Utilities Commission for a rate determination for its Stark Regional Division in the same manner as if the City had not set rates as provided in Ohio Revised Code Section 4909.35. For purposes hereof, increased Company personnel compensation costs shall not be deemed an event beyond the Company's control.

Section 4:

The Company's rates and service shall comply with Aqua Ohio, Inc. Master Tariff P.U.C.O. No. 1, as amended and revised from time to time, provided, however, any conflicting provisions of this Agreement shall supercede said Tariff and, furthermore, the Company will not collect or charge a related facilities fee (rather, the Company will collect the Customer Impact Fee set forth herein above).

Section 5:

This Agreement and the rates herein provided for shall continue and be in force for a period from April 1, 2013 through December 31, 2016 and shall continue thereafter until canceled by either the City or the Company upon sixty (60) days written notice.

Section 6:

The Company commits to constructing within the City up to \$1.73 million (including \$530,000 not spent during the last contractual period) in new water lines and related facilities during the period of this Agreement. The designation of such improvements shall be subject to the request and discretion of the City.

Section 7:

The Company agrees to operate all public fire hydrants within the City on an annual basis and provide written documentation of such activities during the term of this agreement.

Section 8:

This Agreement shall constitute a contract between the City and the Company pursuant to and by virtue of Sections 4 and 5 of the Article XVIII of the Constitution of Ohio.

Section 9:

This Agreement is declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the community and for the additional reason that the Aqua Ohio, Inc. agreement with the City is about to expire. Provided it

receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2013

APPROVED:

ATTEST:

MAYOR

APPROVED:

ATTEST:

PRESIDENT, AQUA OHIO, INC.
