

North Canton City Council  
Water, Sewer and Rubbish Committee

Ordinance No. 82 - 2014

An ordinance authorizing the Mayor of the City of North Canton, through the Board of Control, to enter into a revised Supplemental Sewer Agreement by and between the City of North Canton and the City of Canton for Operations, Maintenance, and Replacement ("OM&R") of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter, and declaring the same to be an emergency.

WHEREAS, North Canton and Canton are fully authorized to enter into this agreement; and

WHEREAS, the basic agreements obligate North Canton and Canton to revise same as necessary and required; and

WHEREAS, the basic agreements provide for OM&R cost sharing between the parties (North Canton, Canton, and Stark County); and

WHEREAS, the Supplemental Sewer Agreement dated July 16, 2013, established the method for determination of North Canton's share of OM&R costs at the Canton Water Reclamation Facility; and

WHEREAS, it has been determined that the OM&R cost sharing method requires modification; and

WHEREAS, North Canton and Canton agreed to structure a repayment plan acceptable to both parties following acceptance of a study; and

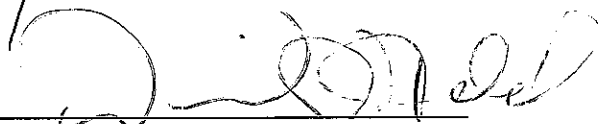
WHEREAS, it has been determined that the best method for determining the percentages allocable to the several parties for OM&R costs will be the Single Family Equivalent method.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH CANTON, COUNTY OF STARK, AND STATE OF OHIO:

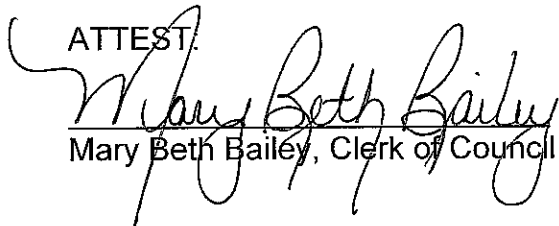
- Section 1. That the Mayor of the City of North Canton, through the Board of Control, be, and is hereby authorized to enter into a revised Supplemental Sewer Agreement by and between North Canton and Canton for Operations, Maintenance, and Replacement of sanitary sewers, and to amend the March 22, 1974 Agreement and the series of supplements thereafter.
- Section 2. The City of Canton agrees that the City of North Canton has been overbilled for OM&R since July 1, 2013. The City of Canton shall credit one hundred percent (100%) of North Canton's monthly invoices until the amount stipulated has been repaid.
- Section 3. That if a provision of this ordinance is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and peace of the City of North Canton, is further necessary for the timely acceptance of the revised Supplemental Sewer Agreement, improvements to the Canton Water Reclamation Facility, and so that North Canton may immediately begin to receive credit for its overpayments; wherefore, provided it receives the affirmative vote of six (6) or more members of Council elected thereto, this ordinance shall take effect and be in full force immediately upon its adoption by Council and approval by the Mayor.

Passed in Council this 10<sup>th</sup> day of November, 2014

  
\_\_\_\_\_  
David Held, Mayor

Signed: 11/10, 2014

ATTEST.  
  
\_\_\_\_\_  
Mary Beth Bailey, Clerk of Council

**CANTON-NORTH CANTON  
SEWER AGREEMENT  
SUPPLEMENT**

**OPERATION, MAINTENANCE AND REPLACEMENT COST SHARING**

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF NORTH CANTON, OHIO**, a charter municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as “**NORTH CANTON**”, and the **CITY OF CANTON, OHIO**, a municipal corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as “**CANTON**”. This agreement upon its signing by the respective executive authorities of North Canton and Canton shall supplement and amend the March 22, 1974, agreement and the series of supplements thereafter between **NORTH CANTON** and **CANTON**.

**WHEREAS**, Canton and North Canton are fully authorized to enter into this agreement; and

**WHEREAS**, the Basic Agreements obligate Canton and North Canton to revise same as necessary and required; and

**WHEREAS**, the Basic Agreements provide for Operation, Maintenance, and Replacement (OM&R) cost sharing between the parties; and

**WHEREAS**, the Supplemental Sewer Agreement dated July 16, 2013, established the method for determination of North Canton’s share of OM&R costs at the Canton Water Reclamation Facility (WRF); and

**WHEREAS**, it has been determined that the OM&R cost sharing method requires modification;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth, and of other good and valuable considerations, the parties do hereby agree to amend the basic agreements as follows:

Section 1.0 OM&R Cost Sharing

1.01 Section 1.04 of the Supplemental Sewer Agreement dated July 16, 2013 shall be revised to read as follows:

“Engineering and Collection Systems expenses charged to the Sewer Fund shall be billed at 25% of the calculated OM&R percentage.”

Section 2.0 Reimbursement for Overbilling

2.01 Canton and North Canton agree that North Canton has been overbilled for OM&R since July 1, 2013.

2.02 The calculated amount of overpayment by North Canton to Canton is equal to \$51,209.66 (as of 10/08/14). A final amount shall be calculated at the time of final execution of this agreement.

2.03 Canton shall credit one-hundred percent (100%) of North Canton’s monthly invoices until the amount stipulated in Section 2.02 is repaid.

If and to the extent that this may be required, any and all other provisions of the Basic Agreements which may be inconsistent with the terms of this Supplemental Agreement, are hereby amended so as to conform hereto.

Except as amended hereby, the Basic Agreements are hereby confirmed in all other respects.

This agreement includes the exhibits hereto, which are fully a part of this Agreement as if herein fully set forth in writing.

IN WITNESS WHEREOF, North Canton and Canton have caused this Supplemental Agreement to be executed by their respective officers thereunto duly authorized and the Agreement shall be in effect as of the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_  
Law Director,  
Canton, Ohio

\_\_\_\_\_  
By: Mayor of Canton

\_\_\_\_\_  
By: Public Service Director of Canton

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law,  
North Canton, Ohio

\_\_\_\_\_  
By: Mayor of North Canton