

North Canton City Council
Water, Sewer and Rubbish Committee

Ordinance No. 70 - 2016

An ordinance authorizing the Mayor of the City of North Canton to enter into an Agreement of Cooperation with the City of Canton for the purpose of permitting Canton to locate a monitoring water well on the property known as the Oster Property owned by the City of North Canton, and declaring the same to be an emergency.

WHEREAS, North Canton and Canton wish to enter into an agreement to locate a monitoring well in North Canton for the benefit of each of the cities.

NOW, THEREFORE, BE IT RESOLVED 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, be, and is hereby authorized to enter into an Agreement of Cooperation with the City of Canton for the purpose of permitting Canton to install a monitoring water well on the property known as the Oster Property, Parcel No. 5280106. The City of Canton is developing a Source Water Protection Plan, which would ensure the quality of its domestic water supply. The Oster Property would be an optimal location for one of the monitoring water wells would be on the Oster Property owned by the City of North Canton. The costs to install and maintain the monitoring well shall be the responsibility of the City of Canton. Both municipalities shall have access to the well to draw water samples.
- Section 2. 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 3. 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, it would be essential for the timely implementation of the agreement so installation of the monitoring well be completed before the winter weather is upon us; wherefore, provided it receives the affirmative vote of six or more members of Council elected thereto, this resolution shall take effect and be in full force immediately upon its adoption by Council 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 10th day of October 2016.



David Held, Mayor

Signed: 10/10, 2016

ATTEST:


Mary Beth Bailey, Clerk of Council

**CANTON - NORTH CANTON
AGREEMENT OF COOPERATION**

SOURCE WATER PROTECTION PLAN - MONITORING WELL

This agreement is made and entered into this _____ day of _____, 2016, by and between the **CITY OF CANTON, OHIO**, a municipal corporation, organized and existing under the laws of the State of Ohio, hereinafter referred to as "**CANTON**", and the **CITY OF NORTH CANTON, OHIO**, a charter corporation organized and existing under the laws of the State of Ohio, hereinafter referred to as "**NORTH CANTON**".

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

WHEREAS, Canton is developing a Source Water Protection Plan to ensure the quality of its domestic water supply. One of the recommendations of said plan is to provide monitoring wells at various locations near Canton's well fields. The optimal location for one of these monitoring wells is on a North Canton owned parcel. This location is near a well supplying water to Canton and another well supplying water to North Canton. Information obtained from water samples from this monitoring well will be useful to both Canton and North Canton; and

WHEREAS, it is necessary to provide for Canton's and North Canton's responsibilities and obligations for said monitoring well;

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 as follows:

Section 1.0 INSTALLATION COSTS

The costs to install and maintain the monitoring well shall be the responsibility of Canton.

Section 2.0 ACCESS TO SITE OF WELL

North Canton shall ensure that Canton has full access to the well site for installation, maintenance, and use of the well. The site parcel number is #5280106 and is located at the northern terminus of Salway Avenue, N.W., in Plain Township. The location of the well shall be in the southeast corner of the parcel, 10 feet north of the south property line of the parcel and 10 feet east of the eastern edge of the access drive that extends northward from Salway Ave., N.W. This location is approximate. The exact location shall be determined by the site conditions.

Canton shall ensure that North Canton has full access to the well to draw water samples.

Section 3.0 SHARING OF INFORMATION

Canton and North Canton shall provide each other all information of any kind that is obtained from water samples drawn from said monitoring well.

Section 4.0 TERM

This Agreement shall remain valid as long as the monitoring well is capable of, or can be made to be capable of, providing useable water samples.

Section 5.0 NOTIFICATION

North Canton shall notify Canton in writing at least 90 days in advance if it intends to sell or otherwise convey or lease the above described parcel, and to whom if known in advance. Both cities will use their best efforts to ensure continued access to the monitoring well under said circumstances.

IN WITNESS WHEREOF, Canton and North Canton have caused this 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: Public Service Director of Canton

APPROVED AS TO FORM:

Director of Law,
North Canton

By: Mayor of North Canton