

Sewer Monitoring Committee: The Committee will meet at 4:30 p.m. on Wednesday, November 6, 2019 at city hall. In preparation for the meeting the city has identified approximately \$27,000.00 in expenditures to process billing and receipting payments for its water utility. If the county were to take on this function these costs could be eliminated, and the water billing cycle could be transitioned to monthly as part of a new consolidated bill. Potential issues to consider for the city's customer base include, but are not limited to:

- Garbage/stormwater/water (people moving turning on/off) - final bills/seasonal customers
- Second notices and delinquencies
- Shutoff notice and door tagging
- Support/communication for citizens inquiring on water/sewer/garbage/stormwater issues
- Payment locations - how to reconcile between the city and county
- Utilization of software
- City information provided in water bills
- Opt-out of paper billing

Staff has established three options to pursue this consolidation of the utility billing in order to assist. 1.) All billing (water/stormwater/garbage/sewer) to be handled by the County and including all questions and payments on a monthly basis (\$27,000.00 est. savings). 2.) All billing (water/stormwater/garbage/sewer) to be handled by the City and including all questions and including all questions and payments on a quarterly basis (no change in costs). 3.) City continues its current process and forwards billing information to the County instead of Loris printing. Payments would be invoiced by, and sent to, the County. Although the city could still address questions, it would no longer process bills but the bills would remain quarterly (estimated \$25,000.00 savings).

Staff from the city and county met today at city hall to review options and all parties agreed the most feasible option is the third, with the county taking on the billing function. This would eliminate payment processing by the city but city staff would still be handling general question, tagging, notices, shutoffs etc.

Legislatively, Ordinance 915.17 allows for the shutoff for nonpayment of water bills but not sewer and the ORC does not allow for this establishment by a municipality. A combined billing agreement between the city and county could allow the city to perform shutoffs on behalf of both entities but both entities need to have legislation to authorize those actions. I have attached two similar agreements between the city of Cleveland and Northeast Ohio Regional Sewer District.

Fall Newsletter: Staff has finalized the proof for the next issue of the Fall Newsletter. It's anticipated to go out to the community within the next few weeks. We'll have an online version made available very soon.

Water Plant / Sludge Rake project: This project is currently out to bid. We had a very good turnout at the pre-bid meeting and anticipate a competitive submission pool. The bid opening is Thursday October 24th at 10:00 AM in the conference room.

2020 Budget Meetings: The Finance Committee is meeting on Monday October 21st at 4:00 PM to discuss the public works department budgets (Street, Stormwater, and Water). We are not anticipating quorum but will be setting up a call-in number for any members that are traveling to virtually attend.

Festival of Lights: We have received multiple inquiries regarding potential for the City to discuss an effort to assist with a relocation of the event after Cedar Fair announced it would not be able to host it this year. There is an effort to coordinate a display along the Main St. corridor. I would like to discuss this further with Council specific to logistics regarding deployment of safety services re: traffic maintenance and business outreach.

Granicus: staff is currently going through the orientation process for our new legislative management software. We are targeting a soft rollout date in mid-November.

Records Retention: Staff met with legal counsel to discuss modifications to the City's records retention schedule. Discussion focused on establishing a new section that would cover a city-wide strategy for those types of records that exist across all departments, further clarifying the procedures for Boards and Commissions, establishing a schedule for the Zoning Department, and how to incorporate the audio file from each meeting into the retention schedule. A more detailed report will be forth coming once this progresses further.

Sunshine Law Training: BGSU hosted the State Attorney General's Office to conduct a training on the State's public records and open meeting laws. The event was well attended and very informative. I'd like to thank BGSU and its staff for coordinating the event.

Sidewalk Policy: Aimee and Doug have been working towards establishing an updated sidewalk policy and legislative modifications relative to enforcement regarding maintenance of walks. Please see attached email with drafts have been attached for your information. This discussion is on the work session as a discussion topic if time allots following the US 6 discussion.

Nickel Plate Beach Study: KS Associates has begun the field work portion of the project with a goal of being done by the end of the month. The balance of the fall/winter will be used to analyze the data and build the report. This is a significant accomplishment as the period was experienced during a time of constant transition. Kudos to Mike Spafford for overseeing the actual year as Interim Finance Director and to Cory Swaisgood for working with the audit team upon taking over in April. Finance staff and the department heads were also key in this effort.

2018 Audit Report: The Auditor of State has completed its review of the 2018 audit report and there were no actionable findings and only minor recommendations added to the management letter.

Municipal Broadband: Following up on the discussion at the last Council meeting, staff is working with OHM to put together a preliminary report regarding information on a municipal broadband network. Once completed, we will distribute to Council for further discussion. Staff gave a high-level presentation on the topic at the Economic Development Committee earlier this year. That presentation is attached.

Refuse Contract: The City is currently mid-way through the 3rd of a 5-year contract with Republic Services with a series of 5 annual renewals. Due to global modifications to the recycling industry, haulers across the Country are struggling to operate their recycling efforts. China, the world's largest importer of recycled products, has greatly reduced or even eliminated items that it will take. Without an end user, most haulers are sitting on the material until a new solution can be worked. Republic has indicated that it believes future bids would see an increase in the recycling portion of the service due to this significant change in the market. Staff is further researching potential options within the contract and will report back once that review is complete.

US Phase 2: Staff will be presenting the latest conceptual design for US 6 Phase 2 (Williams west to the City limits). The major modification is the Center St. / US 6 intersection. The presentation will include graphical renderings, cost estimates, and a video traffic simulator of the proposed modification.

ConAgra RFQ: Staff released a request for qualifications from qualified developers interested in the City's former ConAgra parcel. The document can be reviewed on the City's website here: https://www.cityofhuron.org/application/files/2515/7115/6515/Waterfront_Development_Opportunity_RFQ_-_City_of_Huron.pdf. The due date for submissions is November 8th.

Safety Committee: I received a citizen concern about traffic safety at the intersection of Ohio and South Streets and referred to Chief Lippert and the Safety Committee. Please see attached email correspondence outlining the issue.

School Partnership: I had a meeting and introduced Dave Loewen, Mucci Farms, with members of the Huron City Schools Athletic Department to discuss potential partnerships on community programming. Cory and I also met with School Treasurer Randy Drewyor to discuss community budget strategies and potential for operational collaboration.

Executive Sessions: legal counsel is finalizing settlement agreements for your review on the OPC and Open Meetings Act lawsuits. I am requesting executive session to review with legal counsel and specified the two cases by title on the agenda. I recommend that upon entering executive session it be noted there may be additional action after the conclusion of the executive session and once again in public session.

Subject: Sidewalks
Date: Thursday, October 3, 2019 at 1:25:49 PM Eastern Daylight Time
From: Aimee W. Lane
To: Doug Green (Doug.Green@ohm-advisors.com), Andy White (andy.white@huronohio.us)
Attachments: City of Oregon, Ohio Sidewalk Program Materials (02971933x9EF3B).pdf, Westlake side walks (02978868x9EF3B).pdf

Andy and Doug:

I have spoken with each of you separately about a sidewalk ordinance. Doug wanted to know the City's options to recoup its costs if Council amends the codified ordinances to (1) clearly provide that the abutting property owner must maintain the sidewalk; (2) allow inspection and service of violation notice with time to correct; (3) allow the city to correct if the owner fails to do so; and (4) allow the city to recoup its costs if the city must do the work. Also, while the City may ultimately want a comprehensive sidewalk ordinance with annual inspections and enforcement, Doug expressed the current need to have something clear in the code for maintenance of sidewalks by individual property owners.

I looked at the City's current ordinance for assessments for lighting and also sidewalk ordinances from the City of Westlake and City of Oregon

The options for recouping the city's costs are:

- 1- Invoice the owner after the work is done and give 30, 45 or 60 days to pay; and/or
- 2- If the owner fails to pay the invoice, Council can adopt an ordinance to certify the costs of repair to the county to be placed on the tax duplicate for collection like other taxes and assessments. Council has the discretion to determine the # of annual installments in which the costs must be repaid.
 - a. Huron, Ohio – as suggested by Andy, we could draft something similar to Section 909.01 (lighting public places) which allows an assessment by Council ordinance for the public improvements.
 - b. Oregon, Ohio – similar to the Huron ordinance for lighting public places, the Oregon codified ordinances generally provide for certifying the repair costs as a lien and collection like taxes and assessments. The template assessing ordinance provides for placing a lien on the property to be paid over 2 years (4 semi-annual installments), plus interest.
 - c. Westlake, Ohio –the codified ordinance spells out the specifics for placing a lien on the property to recoup costs (1) if work involves repair or sidewalks, including replacement of certain sections, the amount is certified to the County as a lien and assessment to be paid in 10 semi-annual installments, plus interest; or (2) if work involves replacement or new installation of entire sidewalk, the assessment amount shall be certified to the county for lien and assessment to be paid in 20 semi-annual instalments, plus interest.
- 3- Bring a civil action in court to recover the city's costs (this is something found in R.C. 715.261 which deals with unsafe/dilapidated buildings and also allows certifying the costs as a lien on the property).

The ordinance can be written to provide for one or more or all of these options for the city to recoup its costs.

Aimee

[Aimee W. Lane](#)

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SIDEWALK PROGRAM

The City of Oregon has implemented a Sidewalk Program to improve existing sidewalks that are in need of repair or replacement. Per Section 909.02 of the Oregon Codified Ordinances, *"Every owner of any lot or parcel of land shall keep and maintain sidewalks now or hereafter constructed along all streets adjoining such land in good order and repair and free from nuisance."*

Objective

Improve the overall condition and quality of the existing sidewalks to provide a safe pathway for pedestrian travel in the City of Oregon.

Program Details

- Annual Program for replacing and repairing existing deficient sidewalks in the City of Oregon.

- Program will concentrate on one area of the city per year.
 - 2004 Sidewalk Program Area Map (/images/stories/docs/sidewalks/sidewalk.pdf)
 - 2005 Sidewalk Program Area Map (/images/stories/docs/sidewalks/sidewalk05.pdf)
 - 2006 Sidewalk Program Area Map (/images/stories/docs/sidewalks/sidewalk06.pdf)
 - 2007 Sidewalk Program Area Map (/images/stories/docs/engineering/sidewalk07.pdf)
 - 2008 Sidewalk Program Area Map (/images/stories/docs/sidewalks/sidewalk08.pdf)
 - 2009 Sidewalk Program Area Map (/images/stories/docs/sidewalks/sidewalk09.pdf)
 - 2010 Sidewalk Program Area Map (/images/stories/docs/engineering/sidewalk10.pdf)
 - 2014 Sidewalk Program Area Map (/images/stories/docs/engineering/mapsidewalk14.pdf)
 - 2016 Sidewalk Program Area Map
(<http://www.oregonohio.org/images/stories/docs/engineering/mapsidewalk2016.pdf>)
 - 2017 Sidewalk Program Area Map
(<http://www.oregonohio.org/images/stories/docs/engineering/mapsidewalk2017.pdf>)
- By law, property owners are required to maintain abutting sidewalks in a safe condition.
- Department of Public Service will inspect sidewalks in the selected area for deficiencies based on the Sidewalk Inspection Criteria (http://www.oregonohio.org/index.php?option=com_content&view=article&id=21:sidewalk-inspection-criteria&catid=39&Itemid=126).
- Sidewalk sections meeting any of the Sidewalk Inspection Criteria (http://www.oregonohio.org/index.php?option=com_content&view=article&id=21:sidewalk-inspection-criteria&catid=39&Itemid=126) will be marked with a white letter denoting the sidewalk deficiency and will be the responsibility of the property owner to repair or replace.
- Sidewalk sections marked with a white "O" will be replaced or repaired at the City of Oregon's expense if it is determined that a tree in the right of way caused the damage.
- Oregon City Council will, by Resolution (<http://www.oregonohio.org/images/stories/docs/engineering/sidewalkresolution.pdf>), order sidewalks to be repaired or reconstructed and the costs thereof assessed and collected as provided by law.
- Property owners will be sent by certified mail (<http://www.oregonohio.org/images/stories/docs/engineering/samplenoticeletter.pdf>) notices and given the opportunity to make corrections within a given time frame (approximately 45 days).
- During the given time frame, property owners may perform the required repairs or replacements themselves or hire a licensed contractor for the sidewalk sections marked with a white letter.
- A permit (/images/stories/docs/buildingzoning/sidewalkapplication.pdf) is required for the replacement of the sidewalk through the Building and Zoning Department (<http://www.oregonohio.org/city-departments/building/zoning/building-and-zoning-inspection-department.html>).
- Construction of sidewalks must be in accordance with the City of Oregon's "Rules and Regulations for Construction of Driveways, Sidewalks, and Curb cuts in the Public Right of Way" available through the Department of Public Service or Building and Zoning Department.
- No concrete shall be poured without inspection by the Building and Zoning Department (<http://www.oregonohio.org/city-departments/building/zoning/building-and-zoning-inspection-department.html>) (Failure to get an inspection may require removal of the material).
- City will hire a contractor to make corrections for all sidewalks not repaired or replaced by the property owner during the given time frame.
- Where the City is required to contract the work, an invoice will be mailed to the property owners for the amount to be assessed based on the dimensions of actual work completed, interest, advertising cost, legal fees, administrative, and inspection costs associated with the project.
- Property owners will have the opportunity to payoff the assessment in full within 30 days of notice or over a two-year period (with interest added) on real estate tax bills.
- Property owners will be assessed 100% of the cost for the work associated with repairing the sidewalks abutting their property where invoices for city contracted work not paid.

For additional information contact the Department of Public Service at (419) 698-7047

Duty to Maintain Sidewalks

Oregon Municipal Code (/images/stories/docs/engineering/ch909sidewalk.pdf)

Chapter 909 Sidewalks, Curbs and Driveways

909.02 Duty to Maintain Sidewalks.

Every owner of any lot or parcel of land situated within the corporation limits of the City shall keep and maintain sidewalks now or hereafter constructed along all streets adjoining such land in good order and repair and free from nuisance.

Furthermore, each such owner shall construct good and sufficient sidewalks abutting the property owned by him as provided in this chapter and the laws of the State. (Ord. 110-1959. Passed 11-9-59.)

909.10 Notice to Construct, Repair or Reconstruct; Cost Assessment.

Notice to construct, repair or reconstruct sidewalks or driveways or make curb openings shall be as provided by law. Council may, by resolution, order sidewalks or driveways to be constructed, repaired or reconstructed, and the costs thereof may be assessed and collected as provided by law. If the owner neglects to construct, repair or reconstruct a sidewalk or driveway within the time specified in the notice required to be given, it shall be the duty of the Director of Public Service to construct, reconstruct or repair such sidewalk or driveway or cause the same to be done in such case, all of the cost and expense of constructing, repairing or reconstructing such sidewalk or driveway shall, as directed by ordinance of Council, be assessed as provided by law against the adjoining or abutting property, lots or lands. (Ord. 098-2008. Passed 6-9-08.)

Public Service

5330 Seaman Road
Oregon, OH 43616

419-698-7047
419-691-0241 fax

Hours:
8:00a – 4:30p M-F

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- Pickle Road Storm Sewer Relief Ditch Project (/engineering/public-service-project-information/pickle-road-storm-sewer-relief-ditch-project.html)



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SIDEWALK INSPECTION

The following is the criteria the City of Oregon uses to determine if a sidewalk is deficient and is need of repair or replacement.

If a section of sidewalk meets any of the following criteria it will be marked with a white letter denoting the sidewalk deficiency. Sidewalk slabs marked with a white letter will be the responsibility of the property owner to repair or replace.

Sections of sidewalk marked with a white "O" will be replaced or repaired at the City of Oregon's expense if it is determined that a public infrastructure (sewer and water mains, sewer manholes, catch basins, ... etc.) or a tree in the right of way has caused the damage.

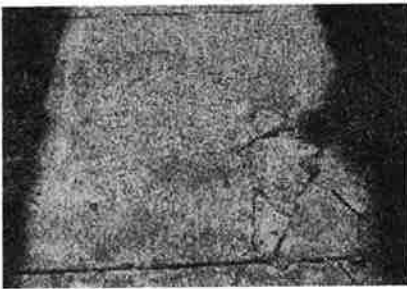
Stub Toe - S

- The vertical misalignment along any part of the seam between two slabs, or between sections of a cracked slab, of 1/2" or more, or deemed hazardous by engineering judgment



Cracked Slabs - C

- Slabs fragmented by cracks into 4 or more sections and/or where any one of the gaps is greater than 2" and prohibits the sidewalk from functioning as designed



Traverse Slope - T

- Any individual slab or portion of a slab shall not slope either toward the street or the adjoining property at a ratio of more than 5/8" per foot (1:20)



Longitudinal Slope (Sunken or Raised Sections) - L

- Any sidewalk panels that have lifted to a peak or sunken such that the slab or portion of a slab deviates from the average line of the sidewalk surface level at a ratio of more than 1" per foot

Gaps -G

- Opening in between sidewalk slabs greater than 2" in width, or those caused by the absence of a fragmented section of sidewalk exceeding 2" in width

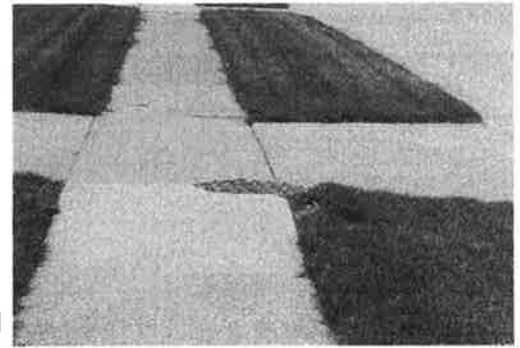


Spalling (Pitted) Slabs - P

- Slabs whose surface is granular or if a chunk of the sidewalk surface greater than 2" in width has broken out, and the result is a hole ½" or deeper

Public Utility Damage - O

- Any deficiencies in a slab or part of a slab that are deemed to be caused by public infrastructure (sewer and water mains, sewer manholes, catch basins, ... etc.).
- Damage deemed to be caused by public infrastructure will be the responsibility of the City of Oregon.



Tree Root Damage - O

- Any deficiencies in a slab or part of a slab that are deemed to be caused by tree roots from a tree in the city right of way.
- Damage deemed to be caused by tree roots from street trees in the right of way will be the responsibility of the City of Oregon.
- To avoid cutting tree roots or removing trees, the slab replacement may require a change in the sidewalk alignment.
- Every effort will be made to preserve trees.
- The City of Oregon Tree Commission will be consulted regarding the useful life of some street trees in the right of way.
- Street trees in the right of way that are deemed unhealthy or potentially hazardous by the City of Oregon Tree Commission will be removed and replaced with a new tree suitable for the location.
- Damaged sidewalks caused by trees outside the right of way shall be the property owner's responsibility to repair or replace.
- The removal and replacement of any trees outside the right of way shall be at the property owners discretion and cost.



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5330 Seaman Road
Oregon, OH 43616

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RESOLUTION NO. ____ 065 ____ - 2004

A RESOLUTION DECLARING THE NECESSITY OF REPAIRING AND RECONSTRUCTING CERTAIN SIDEWALKS IN THE CITY OF OREGON; REQUIRING THAT ABUTTING PROPERTY OWNERS REPAIR SAME; RATIFYING AND CONFIRMING NOTICES; AUTHORIZING REPAIR OR RECONSTRUCTION OF SAID SIDEWALKS BY DIRECTOR OF PUBLIC SERVICE AND IN CERTAIN CASES, PROVIDING FOR ASSESSMENT OF COST; AND DECLARING AN EMERGENCY

WHEREAS, the Administration desires to embark on a sidewalk repair program in the City of Oregon; and,

WHEREAS, the Oregon Municipal Code (909.10) and the Ohio Revised Code (729.02) authorize the City to require sidewalk repair of abutting property owners; and,

WHEREAS, if the abutting property owner does not perform such repairs, the City may make the necessary repairs and assess such repairs to the property owner; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OREGON, OHIO, THAT:

SECTION 1. That it is necessary to repair certain sidewalks in the City of Oregon, Ohio at the locations as attached hereto, made a part hereof and referenced as Exhibit A, pursuant to the assessing statutes of 729 of the Ohio Revised Code and the Oregon Municipal Code.

SECTION 2. The specifications and estimate for the repair of the sidewalks now on file in the office of the Director of Public Service are approved.

SECTION 3. The owners of each lot and parcel of land bounding and abutting on the sidewalk needing repair, shall repair that portion of the sidewalk, which abuts his/her property.

SECTION 4. Each of said sidewalks shall be repaired or reconstructed using the materials specified, in the manner, and at the grades set forth in the sidewalk specifications on file in the office of the Director of Public Service in the City of Oregon within forty-five (45) days after service of this Resolution; said sidewalk specifications and grades above referred to be hereby specifically approved.

SECTION 5. In the event any such property owner shall fail, neglect, or refuse to repair or reconstruct any such sidewalk hereinbefore specified within the forty-five (45) day period aforesaid after service of notice so to do, the Director of Public Service be, and he hereby is, authorized and directed to cause each such sidewalk to be repaired or reconstructed using the materials and in the manner aforesaid and to make return to Council of the cost and expense

thereof. The entire cost of such work shall be assessed on the tax duplicate of the lot and/or parcel bounding and abutting on the sidewalk needing repair or reconstruction. The cost of said

improvement shall include, but not be limited to, the cost of preliminary and other surveys, plans, specifications, profiles and estimates of cost and of printing, serving and publishing notices, resolutions and ordinances, the cost incurred in connection with the preparation, levy and collection of special assessments, legal expense, the cost of labor and materials and other necessary expenditures.

SECTION 6. The assessments so to be levied shall be paid in four (4) semi-annual installments with interest on deferred payments at the same rate as shall be borne by notes and bonds issued in anticipation of the collection thereof, provided that the owner of any property assessed may at his option pay such assessment in cash within thirty (30) days after passage of the assessing ordinance.

SECTION 7. The Clerk of Council be, and she hereby is, directed to cause a written notice of the passage of this Resolution to be served upon the property owners specified in Exhibit A by certified mail and as required by ORC 729.03.

SECTION 8. It is hereby found and determined that all formal actions of the Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio, and that the reading and adoption of this Resolution complies with the provisions of Article III, Section 9 of the City Charter as amended.

SECTION 9. This Resolution is hereby declared to be an emergency measure and shall take effect and be in force upon its passage and signature by the Mayor. The reason for the emergency lies in the fact that this Resolution is necessary for the immediate preservation of the public peace, health and safety in that repairs to the sidewalks referred to herein are urgently required for the safety and protection of the citizens of the City of Oregon.

Vote on emergency clause: Yeas__7__ Nays__0__ Abs.__0__

Vote on passage: Yeas__7__ Nays__0__ Abs.__0__

Passed this 10th day of May, 2004.

/s/ Michael P. Sheehy

President of Council

ATTEST:

APPROVED:

Mary E. Finger
Clerk of Council

/s/ Marge Brown
Mayor

NOTICE TO PROPERTY OWNER OF ESTIMATED ASSESSMENT

May 12, 2004

To: John Doe
123 Main Street
Oregon, Ohio 43616

\$ 300.00
Estimated Assessment

Auditor's Parcel Number: 44-00000

Property Address: 537 ROBINDALE

You are hereby notified that on the 10th day of May, 2004, the Council of the City of Oregon, Ohio, duly adopted Resolution No. 50-2004 declaring it necessary to construct, repair or reconstruct sidewalks in areas designated by the City of Oregon. Per Section 909.02 of the Oregon Codified Ordinances, "Every owner of any lot or parcel of land shall keep and maintain sidewalks now or hereafter constructed along all streets adjoining such land in good order and repair and free from nuisance."

In accordance with Resolution No. 50-2004, you are required to perform the following generally described work relating to sidewalks abutting your property which is identified above by the street address and the County Auditor's Parcel Number:

There is approximately 50 square feet in 3 sidewalk section(s) to be repaired and/ or constructed abutting your property and the sections to be repaired and/ replaced have been marked with an 'X' with white paint. You may construct and/or replace the referenced sidewalk yourself or have it done by a contractor in accordance with City Specifications until July 15, 2004. If you replace the section(s) marked with an 'X', you must first obtain a construction permit from the City's Building and Zoning Inspection Department.

If the sidewalk section(s) marked with an 'X' are not repaired by July 15, 2004 the City will have the work performed, in the months of September and October 2004, with the cost being assessed against your property. The assessment may be paid within thirty (30) days of notification after construction or over a two-year period (with interest added) on real estate tax bills.

There also may be sections marked with an 'O' for which the City takes responsibility for repair. These sections marked 'O' will be repaired or replaced by the City's contractor at no cost to you.

A permit is required for the repair or replacement of a sidewalk. An application is enclosed for your convenience, which can be completed and brought or sent along with the permit fee to the Building and Zoning Department. The Building and Zoning Department can provide you with a list of approved sidewalk contractors.

Enclosed are the Inspection Criteria used by the Department of Public Service to mark the deficient sidewalk slabs. It is recommended that the property owner or the contractor meet with or discuss the sidewalk deficiency with the inspector prior to doing any work. The concrete forms and/or sidewalk subbase must be inspected prior to pouring concrete or placing the slabs to assure compliance with grades, thickness, width, slope, etc. For an inspection appointment, contact the Building and Zoning Department at (419) 698-7071 at least 24 hours in advance of the planned inspection or desired meeting.

The foregoing work is to be performed in accordance with the plans and specifications which have been prepared by the Department of Public Service and which are on file in the Department of Public Service Office and is more particularly described and provided for in such plans and specifications to which reference is made for the exact extent and location of such work.

If you would like further information regarding the Sidewalk Program please checkout the Sidewalk Program Link on the Department of Public Service Web Site at
<http://www.ci.oregon.oh.us/ctydpt/publicservice/publicservice.htm>

By Order of the Council of the City of Oregon, Ohio.

Kathy Hufford
Acting Finance Director

Paul Roman, P.E.
Director of Public Service

CITY OF OREGON, OHIO - BUILDING AND ZONING INSPECTION DEPARTMENT
5330 SEAMAN ROAD, OREGON, OH 43616 / PHONE (419) 698-7071 / FAX 698-7150

Application for

No Work Authorized Until Application Is Approved By Department Staff

SIDEWALK, DRIVEWAY & CURB CUT INSPECTION & PERMIT

TYPE OR PRINT ALL INFORMATION

WORK IS? ☐ NEW ☐ REPLACEMENT ☐ REPAIR ☐ ALTERATION

Project Street Address	Subdivision/Project Center
TO BE DONE FOR (OWNER):	
PERMIT GRANTED TO Contractor:	
Company Name	License Number
Address, City, State & Zip	On-Site Contact if Not Contractor
	Phone Numbers

Permit fee schedule per OMC Section 909.09 (Ord. 155-2005) passed 11/28/05

		MATERIAL	LENGTH	WIDTH	AREA (SF)	RATE/SF	FEES DUE
1	WALKS AND APPROACHES:						
	Sidewalks					Up to 100SF = \$25.00 Up to 500SF = \$30.00 Over 500SF = \$50.00 + 0.05/SF	
	Driveway Approach						
	Gross Area of work to be installed →						See above
2	CURB CUTS:						
	Length (LF):	Less than 12ft in length			\$ 10.00		
		More than 12 ft in length			\$ 10.00 plus \$ 2.00/LF		
TOTAL PERMIT FEES DUE →							

- GENERAL REQUIREMENTS -

1. Construction of sidewalks, driveways, and curb shall be in accordance with City of Oregon's "Rules and Regulations for Construction of Driveways, Sidewalks and Curbcuts in the Public Right of Way" available through Department of Public Service or Building and Zoning Inspection.
2. Location: No driveway shall be less than 65-feet from the intersection of a major street.
3. No concrete shall be poured nor shall any blacktop be placed without inspection (Failure to get inspection may require removal of the material).

ACKNOWLEDGMENT:

This permit is granted with the express condition, that the said work shall in all respects conform to the ordinances of the City of Oregon and all laws of the State regulating the construction, installation, repair and alteration of the above and may be revoked at any time upon violation of any provision of said laws.

CALL 24 HOURS IN ADVANCE FOR REQUIRED INSPECTIONS AT (419) 698-7071.

X	Applicant Signature:	Date:
DO NOT WRITE BELOW THIS LINE - FOR OFFICIAL USE ONLY		
RECEIPT NUMBER	DATE PAID	FEE PAID
Approved by: Comm Building & Zoning Insp.		Date

PERMITS ARE NOT TRANSFERABLE OR REFUNDABLE

CHAPTER 909

Sidewalks, Curbs and Driveways

909.01	Definitions.	909.16	Protection of fire hydrants, trees and laws; barricades required.
909.02	Duty to maintain sidewalks.	909.17	Grades.
909.03	Compliance with chapter.	909.18	Drainage.
909.04	License required; homeowner's exception.	909.19	Grade level and inclination of sidewalks to be uniform.
909.05	License application; bond; insurance.	909.20	Engineer's stakes.
909.06	License issuance; fee.	909.21	Suspension of work during cold weather.
909.07	Suspension or revocation of license.	909.22	Supervision.
909.08	Construction permits.	909.23	Rules and regulations authorized.
909.09	Permit fees.	909.24	Littering or obstruction of sidewalks.
909.10	Notice to construct or reconstruct; cost assessment.	909.25	Sidewalks to be kept clear.
909.11	Abandonment of driveways.	909.26	Use of right of way or sidewalks for merchandise prohibited.
909.12	Curb cuts; width of opening.	909.27	Blocking of sidewalks or roadway with vehicles prohibited.
909.13	Plans to be approved before building permit is issued.	909.28	Use of opening to sub-spaces in sidewalks, alleys and streets.
909.14	Sidewalk or driveway construction; inspection.	909.29	Regulation of awnings.
909.15	Gas and water curb boxes, gas drips, manhole covers and sidewalk grating.	909.99	Penalty.

CROSS REFERENCES

Sidewalks - see Ohio R.C. 729.01 et seq.
 Barricades and warning lights - see GEN. OFF. 521.03; S.U. & P.S. 905.11
 Sidewalk obstructions, damage, merchandise displays - see GEN. OFF. 521.04
 Littering - see GEN. OFF. 521.08

909.01 DEFINITIONS.

As used in this chapter:

- (a) "City" means the City of Oregon, Lucas County, Ohio.
- (b) "Construction" means the construction of new work where no work has previously been done.

- (c) "Contractor" means any person, persons or company licensed by the City to construct or reconstruct walks, driveways and other work permitted under this chapter, acting directly or through a duly authorized representative.
- (d) "Council" means Council of the City.
- (e) "Curb opening" means that part of a curb which has been or is to be cut, dropped or replaced, or the space between the property line and the improved portion of any street or public way used or to be used for access to or egress from such property.
- (f) "Director" means the Director of Public Service or his authorized representative.
- (g) "Driveway" means any driveway, approach or runway between the curb line and private property line.
- (h) "Mayor" means the Mayor of the City or any person acting as such pursuant to law or the City Charter.
- (i) "Owner" means the owner, owners, lessee or agent for such owner or lessee of any private property adjoining any street in the City. If the owner is not a resident of the City, "owner" shall include any person charged with the collection of rents or payment of taxes on such property or having general control thereof in any way.
- (j) "Person" means any person, persons, partnership or corporation.
- (k) "Reconstruction" means the relaying, rebuilding or repair of old work in part or as a whole.
- (l) "Right of way" means any public property dedicated for public use as a street, avenue, boulevard, lane, alley or public thoroughfare.
- (m) "Solicitor" means the Solicitor of the City.
- (n) "Street" means any public thoroughfare dedicated for public use.
- (o) "Walk" means any main or approach sidewalk, between the curb line and private property lines. (Ord. 110-1959. Passed 11-9-59.)

909.02 DUTY TO MAINTAIN SIDEWALKS.

Every owner of any lot or parcel of land situated within the corporate limits of the City shall keep and maintain sidewalks now or hereafter constructed along all streets adjoining such land in good order and repair and free from nuisance. Furthermore, each such owner shall construct good and sufficient sidewalks abutting the property owned by him as provided in this chapter and the laws of the State. (Ord. 110-1959. Passed 11-9-59.)

909.03 COMPLIANCE WITH CHAPTER.

All sidewalks, driveways, approaches, runways or curb openings hereafter constructed, reconstructed or made on any public street, avenue, boulevard or public way within the corporate limits of the City shall be constructed, reconstructed or made and, together with existing sidewalks, driveways, approaches, runways or curb openings shall be used and maintained in accordance with the provisions of this chapter. (Ord. 110-1959. Passed 11-9-59.)

909.04 LICENSE REQUIRED; HOMEOWNER'S EXCEPTION.

No person, except the owner of premises occupied by him, who is personally doing such work on the public right of way adjoining such premises, shall construct or reconstruct any walk or driveway, or cut, drop or remove any curb on a right of way, without first obtaining a license to engage in such work in compliance with the provisions of this chapter. However, any such owner doing any such work at such premises must first notify the Director of Public Service prior to commencement thereof and fully abide by and conform to all of the provisions of this chapter and any rules and regulations adopted pursuant to the provisions hereof, except the requirement of posting bond and procuring a license.
(Ord. 110-1959. Passed 11-9-59.)

909.05 LICENSE APPLICATION; BOND; INSURANCE.

A person desiring to engage in the construction, reconstruction or making of walks, driveways or curb openings in the City, shall apply to the Director of Public Service for a license to engage in such activity, upon forms furnished therefor. Such application shall set forth:

- Individual: name in full and address.
- Partnership: name in full, evidence of legal organization of the partnership in accordance with the laws of Ohio, business address, names in full and address of such person in the partnership.
- Corporation: name of the corporation, state of incorporation, name, title and signature of the official or officials authorized to sign the application and such further information as may be required by the Director.

Before issuing the license provided for herein, the applicant shall furnish the Director with satisfactory evidence of his ability to do and perform all of the work required in the construction, reconstruction or making of such walks, driveways or curb openings and except as provided in Section 909.04 shall file with the Director of Public Service:

- (a) A bond in the sum of two thousand dollars (\$2,000), the surety thereon to be approved by the Director as to sufficiency which bond shall be subject to approval by the Solicitor as to form. Such surety to the City shall be conditioned upon the faithful observance of the provisions of this chapter and other applicable ordinances, and the specifications, rules or regulations pertaining to the construction and reconstruction of walks, driveways or curb openings, shall provide that the principal will construct, reconstruct or make all walks, driveways or curb openings in strict compliance with all applicable existing ordinances, specifications, rules and regulations of the City, or the Director, and shall further provide for payment to the City or to persons entitled thereto, of the cost and expense of reconstructing any walk, driveway or curb opening when required by the Director, should any defects due to construction, material or workmanship develop in such work at any time within a period of one year from January 1 next following the completion of the work, which defect is in the judgment of the Director caused by the contractor's failure to conform to the specifications and regulations, relating to the construction or reconstruction of walks, driveways or curb openings which are established under this chapter and regulations issued pursuant hereto; and

- (b) Satisfactory evidence that he has in full force and effect a policy or policies of liability insurance in responsible companies authorized to do business in the State with limits of not less than twenty-five thousand dollars/fifty thousand dollars (\$25,000/\$50,000) for injury to person or persons and ten thousand dollars (\$10,000) for damage to property, insuring the applicant and the City against any and all claims for damages or injuries to persons or property due to failure of the licensee, his agents or servants to maintain the right of way where such construction or reconstruction is being done in a condition which is safe and fit for public travel and in compliance with the provisions of this chapter or any ordinance, rule or regulation relating to public safety now in effect or which may hereinafter be enacted or promulgated and providing that such policies will not be cancelled or the coverage thereby provided reduced without giving written notice to the City at least ten days prior to such proposed cancellation or reduction. (Ord. 110-1959. Passed 11-9-59.)

909.06 LICENSE ISSUANCE; FEE.

Upon compliance with the requirements of Section 909.05, the Director of Public Service shall issue a license to the applicant upon payment to the City an annual license fee of one hundred dollars (\$100.00) for the first license issued to any applicant and forty dollars (\$40.00) for each annual renewal thereof. The fee to renew an expired license shall be the same as the cost of a new license. All licenses expire on December 31 of the year in which the license was issued.

Licenses shall be issued for a fiscal year terminating on December 31st, of each year. All such license fees shall be credited to the General Fund of the City. (Ord. 182-2006. Passed 12-11-06.)

909.07 SUSPENSION OR REVOCATION OF LICENSE.

The Director of Public Service may suspend or revoke any license or permit issued pursuant to this chapter for incompetency of, or failure, refusal or neglect on the part of the holder hereof or on the part of any agent or servant of the holder thereof to strictly comply with any provision of this chapter, or any effective rule, regulation or specification issued pursuant hereto relating to the use, construction, reconstruction or making of walks, driveways, curbs, curb openings, or the terms or requirements of any such license or permit.

The holder of any such permit or license may appeal from such suspension or revocation to the Mayor and the findings of the Mayor in all such appeals shall be final and conclusive. (Ord. 110-1959. Passed 11-9-59.)

909.08 CONSTRUCTION PERMITS.

No walk, curb or driveway shall be constructed, reconstructed or cut open on any public right of way within the City until a permit has been obtained from the Director of Public Service by the owner or the duly authorized agent of the owner of the property contiguous thereto.

A licensed contractor must ascertain that a permit has been procured before making, constructing, reconstructing or cutting open any sidewalk, driveway, curb or curb opening. The permit must be kept on the site of the work being done until completion thereof.

Application for a permit to construct or reconstruct a walk, driveway or curb or make a curb opening shall be on forms furnished by the Director and shall show the name and address of the applicant, the name and address of the owner and the street address and legal description of the property adjoining the right of way where the proposed work is to be done; number of square feet of proposed walk or driveway to be constructed or reconstructed and number of lineal feet of curbing to be constructed, cut, dropped or removed; width of the present walk, driveway or curb opening, material in the present walk, driveway or curb; material to be used in the walk proposed and such other information as may be required by the Director. (Ord. 110-1959. Passed 11-9-59.)

909.09 PERMIT FEES.

Applicants for permits prescribed by Section 909.08 shall pay at the office of the Building and Zoning Commissioner, prior to issuance of such permit, fees as follows:

For sidewalks or driveways involving up to 100 square feet of construction or reconstruction:	\$25.00
For sidewalks or driveways involving more than 100 square feet and less than 500 square feet of construction or reconstruction work:	30.00
For sidewalks involving more than 500 square feet of construction or reconstruction:	50.00
Plus \$0.05 per square foot over 500 square feet.	
For cutting or dropping of curbs or curbing for the first 12 lineal feet of opening:	10.00
Each additional lineal foot of opening:	2.00

(Ord. 155-2005. Passed 11-28-05.)

909.10 NOTICE TO CONSTRUCT OR RECONSTRUCT; COST ASSESSMENT.

Notice to construct or reconstruct sidewalks or driveways or make curb openings shall be as provided by law. Council may, by resolution, order sidewalks or driveways to be repaired or reconstructed and the costs thereof may be assessed and collected as provided by law. If the owner neglects to construct or reconstruct a sidewalk or driveway within the time specified in the notice required to be given, it shall be the duty of the Director of Public Service to construct or reconstruct such sidewalk or driveway or cause the same to be done and in such case, all of the cost and expense of constructing or reconstructing such sidewalk or driveway shall, as directed by ordinance of Council, be assessed as provided by law against the adjoining or abutting property, lots or lands. (Ord. 110-1959. Passed 11-9-59.)

909.11 ABANDONMENT OF DRIVEWAYS.

When and if any driveway is no longer used for driveway purposes, it shall be considered abandoned and the City reserves and shall have the right to forthwith take the necessary steps to close such driveway, replace the curb and restore the pavement and/or surface of the right of way to its original condition. The owner of the property served by such driveway shall be notified by personal service or registered mail, of the City's intention to close the driveway. After fifteen days from date of the notice, if the owner has failed to make the replacement or to make arrangements therefor satisfactory to the Director of Public Service, the Director shall proceed with the work of restoring the curb and pavement and/or surface of the right of way to its original condition. The cost of such work shall be charged against the abutting property and if not paid, shall be certified to the proper taxing authority for collection in such manner as provided by law. (Ord. 110-1959. Passed 11-9-59.)

909.12 CURB CUTS; WIDTH OF OPENING.

All concrete or stone curb shall be cut by an experienced and competent curb cutter and the dropping or removal of any curb shall be done by an experienced curb setter. The replacing of a curb shall be done by the owner or by the City by contract or force account as the Director of Public Service may deem best and the cost and expense for such work shall be charged against the private property contiguous to the right of way where such curb was replaced. No curb opening or driveway approach shall be less than twelve lineal feet in width and shall not be of a greater width than forty lineal feet unless approved by Council.
(Ord. 110-1959. Passed 11-9-59.)

909.13 PLANS TO BE APPROVED BEFORE BUILDING PERMIT IS ISSUED.

No building permit shall be issued by the Commissioner of Building and Zoning Inspection until plans for any sidewalks, driveway, curbing or curb opening to be constructed, reconstructed or made in connection with the work covered by such building permit has been approved by the Director of Public Service.
(Ord. 110-1959. Passed 11-9-59.)

909.14 SIDEWALK OR DRIVEWAY CONSTRUCTION; INSPECTION.

No sidewalks, curbs or driveways shall be constructed or reconstructed until an inspection has been made, and line and levels are authorized and fixed by the Director of Public Service. All sidewalks and curbs hereinafter constructed or reconstructed shall meet the requirements of the Americans with Disabilities Act of 1991 as they pertain to handicap accessibility. No driveway shall be constructed or reconstructed if the nearest edge of such driveway is less than sixty-five feet from the intersecting curb line on the stopside of any main thoroughfare unless approved by Council. Notice shall be given to the Director not less than twenty-four hours prior to starting the work on any driveway, sidewalk or curb opening.
(Ord. 165-1994. Passed 10-10-94.)

909.15 GAS AND WATER CURB BOXES, GAS DRIPS, MANHOLE COVERS AND SIDEWALK GRATING.

Any person installing, placing or causing to be installed or placed or maintaining any curb box for gas or water or gas drips, manhole covers or sidewalk gratings, shall so install and maintain the same that they shall be on an exact level with the surface of the sidewalk or driveway. When sidewalks are reconstructed, all of the above appurtenances shall be set flush with the new sidewalk or driveway grade.
(Ord. 110-1959. Passed 11-9-59.)

909.16 PROTECTION OF FIRE HYDRANTS, TREES AND LAWNS; BARRICADES REQUIRED.

Any person constructing, reconstructing, removing or causing the construction, reconstruction or removal of sidewalks, driveways or curb openings shall at all times while performing such work:

- (a) Maintain free access to fire hydrants;
- (b) Stack, pile or place no material or dirt within fifteen feet of any fire hydrant;
- (c) Protect all trees, lawns, shrubbery or other improvement from damage;
- (d) Keep gutters, ditches, drains or drainage structures thereon or adjacent thereto free of dirt or debris.

If in connection with such work it is necessary to place any material, debris or dirt on public property, such material, debris or dirt shall be removed on the completion of the work and the surface restored to its previous condition. The Director of Public Service, if in his opinion it is necessary, shall require the person doing or causing such work to be done to seed or resod any such part or parts of any lawn as he may deem necessary.

Any person performing any such work shall maintain such proper barricades, fences, signal lights or other protection as shall conform to applicable ordinances or safety regulations and shall maintain access to private entrance walks and safe accommodations for pedestrian traffic, and shall as far as possible, maintain access to private driveways. (Ord. 110-1959. Passed 11-9-59.)

909.17 GRADES.

(a) All grades for sidewalks shall conform to street grades established by law or ordinance.

(b) All sidewalks and driveways shall be constructed or reconstructed to conform to the grade on the right of way where the grade has been established.

(c) The surface of all sidewalks shall have a transverse slope of one-fourth inch per foot with the low side nearest to the curb line.

(d) Whenever permission is requested and granted to construct or reconstruct a sidewalk where the surface of such sidewalk has a transverse slope of a rate of more than one-fourth inch to the foot, the permit shall be granted only on the condition that Council may at any time thereafter order such sidewalks to be reconstructed to the established grade of the right of way, entirely at the expense of the abutting property owner.

(e) In all cases where sidewalks cross driveways or runways, the full width of the sidewalk shall conform to the established grade of the sidewalks adjoining both sides of such driveways or runways, unless permission has been first obtained from the Director of Public Service. However, in all cases no less than three feet width of sidewalk shall conform to the grade of the sidewalks adjoining both sides of such driveways or runways.

(f) Upon a right of way where the grade has been established by Council, but where the street has not been improved by paving or grading to such grade, sidewalks shall be

constructed in conformity with the established grade or as specified in the legislation providing for the construction or reconstruction of such sidewalks, driveways and curb openings. However, when sidewalks are ordered by Council or are going to be constructed or reconstructed without such order by the owner of property abutting on a right of way where no grade is established, such sidewalks may be constructed or reconstructed at such levels and inclinations as may be prescribed by the Director. Such permission to construct or reconstruct a walk on the right of way, shall be granted and the sidewalk shall be constructed or reconstructed only on condition that when a grade is established such sidewalk shall be removed and reconstructed to the grade which may thereafter be established by Council for such street, entirely at the expense of the owner of the property abutting on the street.

(g) Whenever a sidewalk is reconstructed to a grade that does not meet the grade of adjacent existing sidewalks, the person constructing the new sidewalk shall construct a ramp to eliminate any grade inequality. The materials, workmanship and character of the ramp shall be as determined by the Director.

(Ord. 110-1959. Passed 11-9-59.)

(h) All sidewalks and curbs hereinafter constructed or reconstructed shall meet the requirements of the Americans with Disabilities Act of 1991 as they pertain to handicap accessibility. (Ord. 165-1994. Passed 10-10-94.)

909.18 DRAINAGE.

Drainage for sidewalks, driveways or curb openings shall be provided by grading between the sidewalk and the curb, ditch or other drainage structure and, if deemed necessary by the Director of Public Service, by providing catch basins or other drainage structures at such places as may be specified by the Director and the cost thereof shall be borne by the owner of the property abutting the right of way. (Ord. 110-1959. Passed 11-9-59.)

909.19 GRADE LEVEL AND INCLINATION OF SIDEWALKS TO BE UNIFORM.

All sidewalks hereafter constructed or reconstructed on any right of way in the City shall be so constructed or reconstructed on such plane inclination and level so that the wearing surface thereof shall be uniform and even throughout the right of way; and all sidewalks in the City shall be maintained in such repair by the owner of property abutting on the right of way that the surface of the sidewalk in front of all abutting property on any right of way shall be uniform and even throughout its length and width with the adjoining and connecting sidewalk. All new lateral sidewalks from the main sidewalk to the property line hereafter constructed shall have a uniform slope from the main sidewalk to the property line of one-quarter inch per foot, the low end of the aforesaid new lateral sidewalk being adjacent to the main sidewalk and the aforesaid lateral sidewalk shall meet the grade of the main sidewalk, the intent of this section being the exclusion of steps or other abrupt changes in grade on the right of way. (Ord. 110-1959. Passed 11-9-59.)

909.20 ENGINEER'S STAKES.

The Director of Public Service shall furnish such line and gradestakes as may be necessary for the proper control of work covered by this chapter. The owner or contractor shall not be relieved thereby of the responsibility for making careful and accurate measurements in constructing the work to the lines furnished by the Director.

The owner or contractor shall preserve the points furnished by the Director and such stakes for line or grades which are disturbed or destroyed shall be replaced by the Director only upon payment of a charge of one dollar (\$1.00) per stake, payable at the office of the Clerk-Auditor. (Ord. 110-1959. Passed 11-9-59.)

909.21 SUSPENSION OF WORK DURING COLD WEATHER.

The owner or contractor shall suspend all work covered by this chapter when notified by the Director of Public Service that the weather is unsuitable for carrying on such work. If such work is allowed during cold or freezing weather, the owner or contractor shall take such additional precaution as the Director requires or as set forth in the specifications. No such work shall be done between November 15 and the following April 15, without special permission from the Director. (Ord. 110-1959. Passed 11-9-59.)

909.22 SUPERVISION.

(a) The Director of Public Service or his duly authorized inspector shall at all times have access to the work covered by this chapter and the contractor shall provide or cause to be provided the proper facilities for inspection of all work.

(b) The owner or contractor shall have a responsible representative in charge of such work on the site at all times and he shall have the necessary qualifications and authority to execute, adhere to and carry out all the requirements of this chapter, and regulations issued pursuant hereto and of the specifications for the construction or reconstruction of sidewalks, driveways or curb openings on file in the office of the Director.

(c) Orders or instructions from the Director or such inspector given to the aforesaid representative shall be as binding as though given to the owner or contractor. Should any person employed on such work refuse or neglect to comply with the directions of the Director or his inspector, in the interpretation of the specifications and direction of such work or, in the opinion of the Director or inspector, be incompetent, disorderly or unfaithful, such person shall be immediately removed and not again employed on any part of the work.

(d) The Director may assign inspectors to such work or such part thereof as may be necessary. However, the presence of the inspector will not in any way relieve the owner or contractor from any responsibility in complying with the specifications relating to the construction or reconstruction of sidewalks, driveways or curb openings. Any work done or performed contrary to this chapter or the applicable rules, regulations or specifications shall, upon direction of the Director, be properly reconstructed or removed as directed. (Ord. 110-1959. Passed 11-9-59.)

909.23 RULES AND REGULATIONS AUTHORIZED.

The Director of Public Service is hereby authorized to adopt, promulgate, amend and enforce such administrative rules and regulations as may be necessary to execute and enforce the provisions of this chapter and is further specifically authorized and empowered to fix and establish by such rules and regulations the thickness, width, materials and specifications of sidewalks, driveways and curbing to be installed, altered

or repaired within the limits of any public street and the manner of performing any work relating to the matters or things referred to in this chapter. Such rules and regulations shall be kept on file and open to public inspection in the office of the Director and shall be effective upon approval by Council.

(Ord. 110-1959. Passed 11-9-59.)

909.24 LITTERING OR OBSTRUCTION OF SIDEWALKS.

No person shall pile, deposit, place, throw, scatter or drop or cause or permit to be piled, deposited, placed, thrown, scattered or dropped any rubbish, wood, coal, ashes, merchandise, papers, dodgers, advertising cards or handbills or obstructions of any kind upon or over any sidewalk or so occupy any sidewalk so as to obstruct or interfere with the convenient use of the same by pedestrians.

(Ord. 110-1959. Passed 11-9-59.)

909.25 SIDEWALKS TO BE KEPT CLEAR.

The occupants of each single residential, commercial or industrial property and the owner of any multiple residential, commercial or industrial property or of any unoccupied or unimproved property abutting upon public sidewalks or driveways shall keep and maintain such sidewalks or driveways free and clear of snow, ice, dirt, stones or any debris. Deposits of such material due to storms or other casualty shall be removed within twenty-four hours of such deposit.

(Ord. 110-59. Passed 11-9-59.)

909.26 USE OF RIGHT OF WAY OR SIDEWALKS FOR MERCHANDISE PROHIBITED.

No person shall place or set out for exhibition any goods, wares or merchandise on the right of way or sidewalk in front of any place of business, store or building and no goods, wares or merchandise shall be allowed to remain on the right of way or sidewalk between the curb line and the abutting property line, except while receiving or delivering such goods, wares or merchandise and then all such goods, wares or merchandise shall be confined to the sidewalk directly contiguous to such a place of business, store or building at which or from which they are being delivered or received and such goods, wares or merchandise may remain on such right of way or sidewalk only during the actual delivery or receipt thereof, but such delivery or receipt shall not obstruct or interfere with the convenient use of the right of way or sidewalk by pedestrians.

(Ord. 110-1959. Passed 11-9-59.)

909.27 BLOCKING OF SIDEWALKS OR ROADWAY WITH VEHICLES PROHIBITED.

No person shall park or place a truck or other vehicle in any existing driveway or runway so that the sidewalk is obstructed or so that the truck or other vehicle extends into the street beyond the curb. No permits for curb cuts will be issued if the Director of Public Service has determined that insufficient space has been provided on private property to park or place an automobile, truck, tractor-trailer combination or similar type vehicle. Curb openings for use by coal trucks serving a premises may be constructed providing there is twenty feet clearance between the sidewalk and the nearest obstruction for the full width of the driveway, so that the coal truck will clear the sidewalk during the unloading of coal into the premises.

(Ord. 110-1959. Passed 11-9-59.)

909.28 USE OF OPENINGS TO SUB-SPACES IN SIDEWALKS, ALLEYS AND STREETS.

The Director of Public Service shall have authority to regulate the use of openings to sub-spaces in sidewalks, alleys and public ways to promote and preserve public safety and if necessary for such purposes, limit the use of such openings to specified hours. (Ord. 110-1959. Passed 11-9-59.)

909.29 REGULATION OF AWNINGS.

Awnings now erected or maintained or which shall hereafter be erected or maintained and which project over any part of the right of way shall be at an elevation not less than seven feet at the lowest part above the surface of the sidewalk and shall not project over such sidewalk more than three-quarters of the width of the sidewalk. Awnings shall be supported without posts, by metal brackets or proper hinges or pivots, with metal frame-work attached firmly to the buildings and the sidewalk shall be wholly unobstructed thereby. Provision must be made so that the awnings can be rolled or folded flat against the building, no part of the awning being less than seven feet above the surface of the sidewalk. No poster or means of advertising shall be attached on any awning so as to come nearer the surface of the walk than as provided in the City sign ordinance. (Ord. 110-1959. Passed 11-9-59.)

909.99 PENALTY.

Whoever violates any provision of this chapter shall be fined not more than one hundred dollars (\$100.00). (Ord. 110-1959. Passed 11-9-59.)

Westlake, OH Code of Ordinances

CHAPTER 905**Sidewalk Installation and Replacement**

- 905.01 Permit required.**
- 905.02 Exceptions.**
- 905.03 Circumstance under which permit may not be issued.**
- 905.04 Establishment of grades and stakes.**
- 905.05 Construction specifications.**
- 905.06 Permit issuance and fee; deposit.**
- 905.07 Equitable remedy.**
- 905.08 Sidewalk inspection program.**
- 905.09 Noncompliance with inspection notice.**
- 905.10 State Code provision for assessments.**
- 905.99 Penalty.**

CROSS REFERENCES

Notice to construct or repair - see Ohio R.C. 729.03 et seq.
 Parking on sidewalks - see TRAF. 351.03
 Sidewalk obstructions; damage or injury - see GEN. OFF. 521.09
 Cleaning and repairing - see GEN. OFF. 521.05
 Unloading on sidewalks - see GEN. OFF. 521.09
 Sidewalks in subdivisions - see PLAN. & PLAT. 1129.08(d)

905.01 PERMIT REQUIRED.

No person shall construct, install or replace a public sidewalk within or adjacent to the public right of way, street line or road easement line on which such person's property abuts unless they first obtain a permit therefor from the Director of Engineering. Such permit shall be granted subject to the terms and conditions set forth in this chapter. (Ord. 2001-5. Passed 3-1-01.)

905.02 EXCEPTIONS.

The provisions of this chapter shall not apply to any work done by, at the direction of, or pursuant to lawful order of the City pertaining to sidewalk improvements, to any work done under the provisions of Chapter 1129 of the Planning and Platting Code, or to any work done by a property owner entirely on their own property, not designed to be used by the general public for travel upon, within or adjacent to public rights of way. (Ord. 2001-5. Passed 3-1-01.)

905.03 CIRCUMSTANCE UNDER WHICH PERMIT MAY NOT BE ISSUED.

The Director of Engineering shall not issue a permit for the repair, replacement or installation of a sidewalk improvement after a date specified by Council if Council has elected to proceed with a public improvement pursuant to the provisions of Ohio R.C. Chapter 727, Ohio R.C. Chapter 729, other provisions of State law or other provisions of the Codified Ordinances of the City and has adopted appropriate legislation therefor. (Ord. 2001-5. Passed 3-1-01.)

905.04 ESTABLISHMENT OF GRADES AND STAKES.

Upon receipt of an application for a sidewalk permit, the Director of Engineering or his duly assigned representatives shall promptly visit the premises and inspect the site and verify the location, grades, site preparation and construction methods to be used and, if necessary, establish the required grades needed. (Ord. 2001-5. Passed 3-1-01.)

905.05 CONSTRUCTION SPECIFICATIONS.

The sidewalks constructed and installed pursuant to the provisions of this chapter shall in all respects be according to the provisions of Section 1129.08(d) of the Planning and Platting Code. (Ord. 2001-5. Passed 3-1-01.)

905.06 PERMIT ISSUANCE AND FEE; DEPOSIT.

(a) Following the approval of grades and locations, as provided in Section 905.04, the Director of Engineering shall issue a proper permit for the work applied for by the owner or authorizing agent.

The permit fee for new sidewalk construction shall be fifty dollars (\$50.00) per lot or parcel and shall be fifteen dollars (\$15.00) for removal and replacement of existing walks. The applicant shall pay such fee to the City prior to commencement of such work.

(b) The fee required by subsection (a) hereof shall be paid at the time the permit is issued and delivered to the applicant, irrespective of when the application for such permit is made. Sidewalk maintenance and repairs by the City shall not require a permit.

(Ord. 2001-5. Passed 3-1-01.)

905.07 EQUITABLE REMEDY.

The Director of Engineering may order the removal or may summarily remove any sidewalk constructed or installed in violation of any of the provisions of this chapter. All work done hereunder shall be at the sole cost and expense of the applicant for a permit or the permittee.

(Ord. 2001-5. Passed 3-1-01.)

905.08 SIDEWALK INSPECTION PROGRAM.

The City has determined that a regular and consistent sidewalk repair program should be in place for the general health and welfare of the community and this section shall establish the process and procedures for a permanent and systematic program for the inspection, repair, replacement or installation of sidewalks within the City. This program shall be permanent and shall not require annual reauthorization by ordinance or resolution other than by inclusion in the annual appropriation ordinance.

(a) The Director of Engineering shall divide the City, in a sidewalk repair map, into quadrants numbered 1 through 4. He shall cause an inspection to be made in each quadrant once every four years.

(b) The Director of Engineering shall cause such sidewalks to be inspected after installation to determine that such sidewalks have been constructed in accordance with the applicable ordinances of the City.

(Ord. 2001-5. Passed 3-1-01.)

(c) The inspection shall include surface conditions. Any sidewalk or sidewalk block having one or a combination of the following listed defects is in need of repair and/or replacement:

(1) Vertical difference in elevation between portions of a sidewalk block or adjacent sidewalks of one inch (1") or more.

(2) Horizontal gap or separation in a sidewalk block or adjacent sidewalks of one inch (1") or more.

(3) Deterioration, pitting, spalling, or scaling of the sidewalk surface creating a potential hazard.

(4) Structurally damaged, cracked or disintegrated sidewalk block(s).

(5) Instability of one or more sidewalk blocks causing potential hazards.

(6) Does not meet minimum width requirements (5' Wide).

(7) Unlevel to City Standard detail or causing water to puddle.

(d) Property owners or their agents shall be informed, in writing, of the repairs required to bring the sidewalks abutting the property into compliance.

(e) Said repairs or replacement shall be made within thirty days from the date of receipt of notice received by the property owner, unless extensions are granted by the Director of Engineering due to inclement weather or other unforeseen circumstance.

(f) If notice is returned undelivered, a copy thereof shall be posted in a conspicuous place on the property to which it relates and a copy of such notice shall be published once in a newspaper of general circulation within the City. The notice published in a newspaper of general circulation may include multiple properties and multiple property owners and shall be effective notice to all such persons. Publication of individual notices to individual property owners or agents shall not be required. No person shall remove or deface a posted copy of such notice from the property without authorization of the Director of Engineering. Said repairs or replacement shall be made within thirty days from the date of posting of notice on the property, unless extensions are granted by the Director of Engineering due to inclement weather or other unforeseen circumstance.

(Ord. 2017-19. Passed 2-16-17.)

- (g) Any property owner may appeal the notice to repair by submitting their objections in writing to the Director of Engineering within fifteen days of the homeowner's receipt of the notice to repair or, if returned undelivered, within fifteen days of the City's posting of the notice to repair in a conspicuous place on the property to which it relates. The Director of Engineering shall determine the validity of those objections. No repair shall be required where the Director of Engineering so determines. All other repairs shall be made according to the decision of the Director of Engineering, whose determination shall be final.

(Ord. 2001-5. Passed 3-1-01.)

905.09 NONCOMPLIANCE WITH INSPECTION NOTICE.

(a) If the property owner or agent fails to comply with the notice to repair, or fails to file an objection in accordance with Section 905.08 (g), or fails to comply with the determination of the Director of Engineering under Section 905.08 (g), the City shall cause the sidewalks to be reconstructed or repaired. All expenses and labor costs incurred shall be paid out of City funds, with a statement of charges and a proper description of the premises to be sent to the property owner for payment within forty-five days. In the event that the property owner or agent fails to pay within the time allotted, the Director of Finance shall be authorized without further ordinance, resolution or action of Council to enter a lien upon the tax duplicate against the lots or lands effected by the improvements and shall certify to the County Auditor for entry upon the tax duplicate such lien upon such lands from and after the date of entry to be collected as other taxes and returned to the City.

(b) In the event the City enters a lien upon the tax duplicate as provided in subsection (a) hereof, the Director of Finance shall certify to the County Auditor for recording such lien in the following manner:

- (1) In the event the work done in accordance with this section is a repair of existing sidewalks, including the replacement of certain sections thereof, the assessment amount shall be certified to the County Auditor for lien and assessment to be paid in ten semi-annual installments at an interest rate to be established by the Director of Finance in accordance with the projected cost of City funds for the period to be covered by the assessment but in no event shall the interest rate established be less than three percent (3%) or more than twelve percent (12%) per annum.
- (2) In the event the work done in accordance with this section is a replacement or new installation of an entire sidewalk, the assessment amount shall be certified to the County Auditor for lien and assessment to be paid in twenty semi-annual installments at an interest rate to be established by the Director of Finance in accordance with the projected cost of City funds for the period to be covered by the assessment but in no event shall the interest rate established be less than three percent (3%) or more than twelve percent (12%) per annum. (Ord. 2001-5. Passed 3-1-01.)

905.10 STATE CODE PROVISION FOR ASSESSMENTS.

The process and procedure for assessments set forth herein and above shall be in lieu of the process set forth in Chapter 727 and Chapter 729 and other sections of the Ohio Revised Code. However, Council may by ordinance or resolution determine to use the provisions of the Ohio Revised Code, including, but not limited to, Chapter 727 and Chapter 729 for the implementation of new public improvements or complete replacements of public improvements including sidewalks. (Ord. 2001-5. Passed 3-1-01.)

905.99 PENALTY.

Whoever violates any of the provisions of this chapter is guilty of a minor misdemeanor. Each day's violation shall constitute a separate offense.

(Ord. 2001-5. Passed 3-1-01.)

Subject: South and Ohio Streets -- Intersection: Safety Committee

Date: Thursday, October 17, 2019 at 11:18:29 AM Eastern Daylight Time

From: Andy White

To: 'Christine Crawford'

CC: rlippert@cityofhuron.org

Good Morning Christine,

I spoke with Chief Lippert about the safety concern expressed regarding unsafe driving through this intersection and copied him to this message. Numerous drivers have been observed entering the intersection from all directions and failing to stop, partially stopping or speeding. In response the Police Department will be in the vicinity to observe and hopefully deter the activity further. I recommend collecting officer observation and presenting the findings at a SC meeting. Feel free to contact Chief Lippert for more specifics.

Thank you,
Andy

Andrew D. White
City Manager
417 Main Street
Huron, OH 44839

andy.white@huronohio.us
(419) 433 - 5000 ext. 100

AGREEMENT
FOR THE BILLING AND COLLECTION
OF WASTEWATER SERVICE CHARGES
BETWEEN
THE CITY OF CLEVELAND
AND
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

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THIS AGREEMENT is made and entered into this 11th day of JANUARY, 2013, by and between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Public Utilities, pursuant to the authority granted by Section 129.21 of the Codified Ordinances of the City of Cleveland (Attached hereto as Exhibit "A"), and the Northeast Ohio Regional Sewer District ("Sewer District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to Resolution No.161-12, adopted by its Board of Trustees on July 5, 2012 (Attached hereto as Exhibit "B").

WHEREAS, the Sewer District operates and maintains a regional sewer system; and

WHEREAS, the City operates and maintains a water system including a system of metering water consumption; and

WHEREAS, the City implemented a new billing system and is currently performing billing and collection of sewage service charges based upon a new Customer Care and Billing ("CC&B") system; and

WHEREAS, in addition to sewage service charges, the Sewer District intends to implement stormwater billing charges in accordance with its Regional Stormwater Management Program, and desires the City to bill and collect sewage and stormwater service charges on behalf of the Sewer District in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties entered into an agreement for billing and collection of sewer charges on April 29, 1988; and

WHEREAS, the City has implemented a new Customer Care and Billing (“CC&B”) system under which the City is currently performing billing and collection of sewage service charges; and WHEREAS, due to the circumstances described above, the City and the Sewer District have determined it necessary to negotiate a new billing and collection agreement to meet the current needs and requirements of the District and its customers.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the City and the Sewer District agree as follows:

ARTICLE 1.

DEFINITIONS

1.01 “Arrears” means charges billed to a service account that are unpaid beyond ninety (90) days from the due date for payment.

1.02 “Billing Fee” means the amount per bill to be charged by the City to the Sewer District in consideration of the City’s performance under this Agreement for Wastewater Services provided by the Sewer District to its customers.

1.03 “Billing System” means the City’s CC&B system.

1.04 “Certify” or “Certification” means the authentication or verification of delinquencies to the County Auditor, Fiscal Officer, or appropriate County official for placement on the real property tax list and duplicate as provided in Ohio Revised Code Section 6119.06.

1.05 “Commercially Reasonable” means performed in good faith, and corresponding to commonly accepted commercial practices.

1.06 “Commissioner of Water” means the Commissioner of the Division of Water or the Commissioner’s designee.

1.07 “Delinquencies” or “Delinquent Charges” means charges billed to a Wastewater Service account that are unpaid beyond the due date for payment, which is fifteen (15) days after the estimated date of receipt by the customer.

1.08 “Director” means the Director of the Department of Public Utilities of the City of Cleveland or the Director’s designee.

1.09 “Division of Water” means the Division of Water of the Department of Public Utilities of the City of Cleveland.

1.10 “Executive Director” means the Executive Director of the Northeast Ohio Regional Sewer District or the Executive Director’s designee.

1.11 “Schedule Charge” means the net rate that is billed to customers for Operation and Maintenance (“O&M”) and Capital costs.

1.12 “Services” means any and all billing and collection services provided by the City on behalf of the Sewer District as required by this Agreement.

1.13 “Sewage” means any substance that contains any water containing pollutants or contaminants derived from the prior use of such water, any of the waste products or excrementitious or other discharge from the bodies of human beings or animals, as well as any liquid, gaseous, or solid waste substance resulting from any process of industry, manufacture, or trade.

1.14 “Stormwater” means water that flows into ditches, watercourses, storm sewers, or other concentrated flow patterns during and following precipitation, including rain runoff, snowmelt runoff, and surface runoff.

1.15 “Wastewater Service” and “Wastewater Services” shall include sewage, stormwater and other services provided by the District to its customers.

1.16 “Wastewater Bills” and “Wastewater Billings” as used in this Agreement shall include combined sanitary sewage and stormwater bills, as well as, stormwater-only bills.

1.17 “Wastewater Charge” or “Wastewater Charges” shall mean all rates, fees and other charges charged for Wastewater Services provided by the Sewer District resulting from its operation and maintenance of a regional wastewater system as determined by the Board of Trustees of the Sewer District in accordance with the Northeast Ohio Regional Sewer District Code of Regulations.

ARTICLE 2.

CONTRACT SERVICE AREA

2.01 The Sewer District has identified, and the City has approved, the geographic area within which the City will bill and collect Wastewater charges on behalf of the Sewer District. This territory, referred to in this Agreement as the “contract service area”, is identified in Exhibit “C.” The Sewer District may expand or reduce the contract service area upon written notice to the Director at least ninety (90) days prior to the next quarterly billing for that area. Such area excludes those communities covered by Summary Billing Arrangements or directly billed by the Sewer District. Currently, Summary Billing Arrangements are limited to the Village of Cuyahoga Heights. The City shall send the Sewer District one (1) invoice per billing cycle for such communities, based upon the City’s meter read-only charge.

ARTICLE 3.

SERVICES TO BE PROVIDED BY THE CITY TO THE SEWER DISTRICT

3.01 The Sewer District hereby designates the City as its sole and exclusive billing and collection agent for any area billed for water by the City water system based on consumption during the term of this Agreement and any extension thereof, to perform the Services specifically identified in this Agreement and in the Scope of Services, attached hereto as Exhibit “D” and fully incorporated herein. The City shall deliver Wastewater Billings substantially in the form of the sample bill attached hereto as Exhibit “E”, with respect to the delineation of District-related charges. Neither party shall take any action which will conflict with or disrupt the Services or obligations to be performed by the other party under this Agreement.

3.02 The City agrees to provide the necessary personnel, facilities, and equipment to perform the specific billing and collections Services described in Exhibit “D.” The City and the Sewer District shall each designate a dedicated account representative who shall serve as the primary point of contact for the other party with respect to billing inquiries, account adjustments, and other Services required under this Agreement. The City account representative shall serve as a liaison between the City and the Sewer District, and shall have sufficient knowledge and authority to initiate action to respond to Sewer District inquiries, apply payments, and make other updates, corrections and adjustments to Sewer District customer accounts at the direction of the Sewer District. The City shall provide advance notice to the Sewer District of any anticipated change in staffing for the dedicated primary account representative, and shall provide an alternate account representative who shall serve as the Sewer District’s primary point of contact for times in which the dedicated primary account representative is unavailable.

Additionally, the City shall provide a CC&B Programmer who shall be an employee or consultant of the City and assigned to performing work related to District concerns. The City shall bill the District monthly for the actual hours worked by the programmer at the actual hourly rate paid by the City, with no mark-ups.

3.03 The City shall use commercially reasonable efforts at all times to deliver accurate quarterly Wastewater Bills, process payments for Wastewater Bills, perform collection activities on behalf of the Sewer District, promptly and efficiently respond to and resolve Sewer District customers' billing inquiries, give prompt, courteous and efficient service to the Sewer District's customers, and shall act honestly and fairly in all dealings with Sewer District representatives and its customers in performance of any and all duties and responsibilities required under this Agreement and the Scope of Services attached hereto as Exhibit "D."

ARTICLE 4.

FILING OF CLAIMS

4.01 The City is hereby authorized and shall file proofs of claims on behalf of Sewer District for amounts due and owing on Wastewater Service accounts in bankruptcy proceedings. The City shall immediately notify the Sewer District of all accounts involved in such proceedings, and shall forward copies of all related bankruptcy notices and proofs of claim. A monthly reporting of such claims shall be submitted to the Sewer District's Director of Finance.

4.02 In the case of Sewer District accounts with amounts due and owing for Wastewater Service in excess of \$10,000.00 or any amount later mutually agreed to in writing, the City shall not file a proof of claim but shall instead forward a copy of the notice of bankruptcy to the Sewer District's Director of Law as soon as possible after receipt by the City.

All further collection action, including the filing of a proof of claim, shall be the responsibility of the Sewer District. The Sewer District will pursue these matters as it deems appropriate and shall notify the City of all amounts so collected.

ARTICLE 5.

WATER REVIEW BOARD

5.01 The City shall maintain a Water Review Board (“Board”), to satisfy the due process rights of its customers prior to termination of water service and to consider requests by customers of the Sewer District for adjustments for any of the reasons set forth in Exhibit “D” related to matters that the City may resolve on behalf of the Sewer District for amounts due and owing on their Sewage service accounts, subject to the amended consent decree *Cecil Colegrove et al. v. City of Cleveland*. When the consumption on a water bill is adjusted for any of the reasons set forth in Exhibit “D”, the Sewage bill shall likewise be adjusted consistent with the water bill.

5.02 The City shall refer any customer dissatisfied with a Water Review Board decision related to Sewage service charges, including water leaks, to the Sewer District. In the event the Sewer District grants a further adjustment regarding the referred Sewage service account the Sewer District shall notify the customer and the City of this determination, and the City shall implement the adjustment by the next billing cycle in accordance with the Sewer District’s direction. A monthly reporting of hearings for which adjustments have been granted shall be submitted to the Sewer District’s Director of Finance. Such reporting may be made by providing the District’s Director of Finance copies of the relevant Water Review Board hearing adjudication letters.

5.03 The City shall provide the Sewer District with copies of Water Review Board agendas and meeting minutes. The Sewer District shall have the option to have a Sewer District representative attend Water Review Board hearings and provide input when Sewage service charges are a component of a customer dispute, provided that such representative

- (a) possesses knowledge of the procedures of the Sewer District; and
- (b) is a managerial or supervisory employee.

ARTICLE 6.

SEWER DISTRICT'S WASTEWATER CHARGES

6.01 Wastewater Charges to be charged for Wastewater Services provided by the Sewer District resulting from its operation and maintenance of a regional sewer system shall be determined by the Board of Trustees of the Sewer District in accordance with the Northeast Ohio Regional Sewer District Code of Regulations. The Director shall receive written notice a minimum of one hundred eighty (180) days prior to the effective date of any change in the Wastewater Charges charged to customers of the Sewer District. Wastewater Billings sent after the date of the increase shall reflect such increase on a pro-rated basis for the number of day's usage at the new Wastewater Charge.

6.02 The City shall pro-rate Wastewater Charges resulting from customer changes in occupancy and ownership.

6.03 The Sewer District shall notify the City in writing of any special billing arrangements resulting from the Sewer District's Sewage System Charges Based On Usage Of The System ("SSCBOUTS) Program, surcharge sewage rates, Wastewater Affordability

Program, or any other reason. The City shall implement such special billing arrangements by the next billing cycle in accordance with the Sewer District's direction.

ARTICLE 7.

NOTIFICATIONS TO SEWER DISTRICT CUSTOMERS

7.01 Throughout the term of this Agreement, the Sewer District may request the City include various notices within the Wastewater Billings. The Sewer District agrees to pay the incremental increase in mailing costs and, with prior Sewer District approval, other ancillary costs associated with such notifications within thirty (30) days of receipt of an invoice from the City identifying the total amount of these costs.

ARTICLE 8.

BILLING FEE

8.01 So long as the City is the designated billing and collection agent on behalf of the Sewer District, the Sewer District shall pay a monthly Billing Fee in accordance with applicable provisions of this Agreement.

8.02 The monthly Billing Fee shall be computed by multiplying the Schedule Charge times the number of Sewer District accounts billed during the month. The monthly Billing Fee charge shall be due and payable within thirty (30) days of receipt of the invoice. In the case of any dispute between the City and the Sewer District regarding billing, collection or any other matter which is within the scope of this Agreement, the parties agree that such dispute shall be settled in accordance with the dispute resolution procedures outlined in this Agreement.

8.03 The initial Schedule Charge to be charged the Sewer District for the Total Billing Services (Read and Billing) provided by the City under this Agreement shall be \$6.17 per bill.

The initial Schedule Charge to be charged the Sewer District for Meter Read Only is \$3.88 per bill. The initial Schedule Charge to be charged the Sewer District for Stormwater-Only Service only is \$2.29 per bill. The initial Schedule Charge will be escalated annually beginning on July 1, 2013 and continuing through December 31, 2016 (the “Initial Billing Fee Period”) based upon the baseline O&M Costs and Capital Costs components as follows:

	Full Service	Meter Read Only	Stormwater Bill Only
O & M	5.68	3.57	2.11
Capital	0.49	0.31	0.18
Total Schedule Charge	6.17	3.88	2.29

8.04 The initial Total Schedule Charge stated in the table above shall remain in effect through June 30, 2013, and shall escalate in accordance with this Article 8 on July 1, 2013 through December 31, 2016.

8.05 For purposes of this Agreement, the initial baseline O&M Cost component of the Billing Fee has been determined by agreement of the parties to be \$5.68. The O&M Cost component shall increase annually during the Initial Billing Fee Period, based upon the application of the Cleveland-Akron Area Consumer Price Index for All Urban Consumers (CPI-U) to the baseline O&M Cost component.

8.06 For purposes of this Agreement, the initial baseline Capital Cost component of the Billing Fee has been determined by agreement of the parties to be \$0.49. The baseline Capital Cost component is based upon a sum of \$2,095,202, which represents the City’s capital

investments for implementing the CC&B billing system adjusted to reflect the Sewer District's contributions.

8.07 The City and the Sewer District agree to negotiate in good faith any additions to the Capital Cost component of the Billing Fee prior to the addition of such Capital Cost component to the total annual Billing Fee. The Sewer District shall have the option of paying additional Capital Costs in a lump sum payment or as an additional capital cost added to the prior Capital Cost component to be repaid over the useful life of the addition. Title to all capital improvements constructed or installed within the contract service area under this Agreement vest in the City upon completion of the project or upon termination of this Agreement prior to completion of the project. In no event shall be City be required to repay the Sewer District for an improvement that is not completed upon termination of this Agreement.

8.08 The details of and calculation assumptions for determining the initial baseline O&M Cost and Capital Cost component of the Initial Billing Fee are attached hereto and made a part of this Agreement as Exhibit "F."

8.09 The Sewer District shall not be responsible for payment of any Wastewater Bills that are prepared, but not delivered via mail or electronically to the customer. In no event shall the City charge the Sewer District the equivalent of more than four (4) bills per year per account, although the City may invoice the Sewer District more than four (4) times in a year for any account in which a prior year's bill has not yet been charged.

8.10 Currently, Sewer District customers are billed on a quarterly basis; however, the parties contemplate moving to monthly billing, and it is the intent that the terms and conditions of this Agreement will govern both quarterly and monthly billing Services. Notwithstanding the

above, in the event that the parties move to monthly billing, the Billing Fee contained in this Agreement shall be renegotiated by the parties.

8.11 Prior to January 1, 2017, the parties shall cooperate in negotiating the Billing Fee for the remainder of the term of this Agreement, or a portion thereof. The parties shall meet and exchange auditable data as necessary to determine the Schedule Charge. In the event that the parties have not successfully negotiated the Schedule Charge by January 1, 2017, the current Schedule Charge shall remain in effect, subject to the application of the CPI until the parties have agreed upon the future Schedule Charges.

ARTICLE 9.

AGREED-UPON PROCEDURES

9.01 At all times during the term of this Agreement, the parties shall follow accounting standards including but not limited to SSAE 16 accounting standards. If the parties negotiate a revised Schedule Charge pursuant to Article 8.11, then beginning on January 1, 2017, all audits of the parties' billing and collection activities will be governed by agreed-upon procedures ("AUP") from that date forward. The parties shall amend this Agreement at such time to include the AUPs. All AUPs will be drafted in accordance with the attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures enumerated in the AUPs will be solely the responsibility of the parties. The City will cooperate with all reasonable requests of the Sewer District's auditors and provide as practicable all information relevant to such requests. In no event will such audits disrupt the normal day-to-day operations of the Billing System.

9.02 If, in the determination of the parties a meeting is required to review the AUP, upon completion of the AUP, the Director and the Executive Director shall convene and review the findings. The parties shall initiate corrective action, if any, within sixty (60) days of the mutually agreed upon resolution of the Director and the Executive Director.

ARTICLE 10.

TERM

10.01 The term of this Agreement shall be for a period of five (5) years commencing on the date first above written. After said period, this Agreement shall automatically continue in effect thereafter subject to cancellation by either party by giving written notice to the other party at least one (1) year prior to the effective date of termination. Any notice of cancellation shall be by certified mail, return receipt requested, addressed to the Director in the case of the City or the Executive Director in the case of the Sewer District.

ARTICLE 11.

ADMINISTRATIVE AND LEGAL REPRESENTATION

11.01 The representative of the City, who shall be authorized to make decisions on behalf of the City shall be the Director of Public Utilities or his/her representative. The representative of the Sewer District, who shall be authorized to make decisions on behalf of the Sewer District shall be the Executive Director, or his/her representative.

11.02 Neither party shall provide legal representation of the other in any legal or administrative proceeding, except as required in proceedings under the jurisdiction of the United State Bankruptcy Courts.

ARTICLE 12.

MODIFICATIONS; UNDERSTANDING; LEGALITY

12.01 No covenant, term or condition of this Agreement shall be waived, altered or modified except by a written instrument executed by the party against whom enforcement of such waiver, alteration or modification is sought. No waiver of any covenant, term or condition of this Agreement shall affect any other covenant, terms or conditions of this Agreement.

12.02 This Agreement contains all the promises, agreements, conditions, inducements and understanding between the City and the Sewer District, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, other than as set forth in this Agreement.

12.03 In the event any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same have been held to be invalid, illegal or unenforceable, had never been contained herein, unless the deletion of the provision or provisions would result in such a material change so as to make the performance of the Agreement unreasonable.

12.04 Neither a partnership nor a joint venture is created hereby notwithstanding that a portion of the charges imposed by the Sewer District are paid to the City as a fee for billing and collection Services.

12.05 This Agreement is governed, without limitation, by the laws of the State of Ohio.

12.06 Each Party is responsible for its own compliance with all applicable laws and regulations that are or may be promulgated at any point that this Agreement is in effect.

12.07 The headings of sections and paragraphs, if any, used in this Agreement are used for reference only, and in no way define, limit, or modify the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original, but such counterparts together constitute but one and the same instrument.

ARTICLE 13.

DISPUTE RESOLUTION

13.01 In the event of a dispute between the parties for obligations under this Agreement, either party may request the following dispute resolution process. The parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

13.02 The parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The parties shall first try to resolve the dispute at the level of the designated representatives in Level 1. If the parties are unable to resolve the dispute at that level within 10 working days, the parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute, as follows:

<u>DISPUTE LEVEL</u>	<u>SEWER DISTRICT REPRESENTATIVE</u>	<u>CITY REPRESENTATIVE</u>
1	Manager of Customer Service	Chief Financial Officer

2	Director of Administration and External Affairs and/or Director of Finance	Chief Financial Officer
3	Executive Director	Director of Public Utilities

13.03 If the parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the parties shall begin the mediation process within twenty (20) days of such notice. The parties shall select a mediator who shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective Level 3 representatives. The parties shall attempt in good faith to resolve the dispute. The parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The parties shall share the cost of the mediator equally.

13.04 Such mediation shall be non-binding between the parties and shall be kept confidential to the extent possible under the Ohio Public Records Act. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both parties. If the dispute is unable to be resolved through mediation, the matter shall be decided at law.

ARTICLE 14.

NOTICES

14.01 Unless otherwise provided herein, all notices to the City shall be delivered to the following address: Director of Public Utilities, City of Cleveland, 1201 Lakeside Avenue,

Cleveland, Ohio 44114. A copy of such notice shall be delivered to the following address:
Commissioner, Division of Water, City of Cleveland, 1201 Lakeside Avenue, Cleveland, Ohio
44114.

14.02 All notices to the Sewer District shall be delivered to the following address:
Northeast Ohio Regional Sewer District, Attention: Executive Director, 3900 Euclid Avenue,
Cleveland, Ohio 44115.

ARTICLE 15.

LIMITATION OF LIABILITY

15.01 Neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance, or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues, or increased cost of operations.

ARTICLE 16.

EXHIBITS

The following exhibits are attached here to and incorporated herein:

1. Exhibit "A" – City Ordinance No. 129.21
2. Exhibit "B" - Sewer District Resolution No. 161-12
3. Exhibit "C" – Map of Service Area
4. Exhibit "D" – Scope of Services
5. Exhibit "E" – Sample Wastewater Billing
6. Exhibit "F" – Initial Baseline O&M Cost and Capital Cost Calculations

The parties have caused this instrument to be executed as of the day and year first above written.

THE CITY OF CLEVELAND

By: _____

Barry A. Withers
Director of Public Utilities

The Legal Form and Correctness of this Instrument are hereby approved:

Barbara A. Langhenry
Director of Law

By: _____

Assistant Director of Law

Date: _____

1/11/13

**NORTHEAST OHIO REGIONAL
SEWER DISTRICT**

By: _____

Julius Ciaccia
Executive Director

By: _____

Ronald Sulik, Vice President
Board of Trustees

The Legal Form and Correctness of this Instrument are hereby approved:

By: _____

MARLENE SUNDHEIMER
Director of Law

Date: _____

12-21-12

This Instrument Prepared By:
Katarina K. Waag
Assistant Director of Law
Northeast Ohio Regional Sewer District

EXHIBIT "A"

129.21 Contracts for Billing and Collection of Sewer Charges

The Director of Public Utilities is hereby authorized to enter into contracts with municipalities and other political subdivisions for the billing and collection of sewer charges.

All contracts authorized by this section shall provide for the equitable distribution of the cost of maintaining the City's billing and collection system among all of the municipalities and political subdivisions using the City's billing and collection services.

All contracts authorized by this section shall be prepared by the Director of Law and shall contain such provisions as shall protect the interests of the City, including but not limited to, appropriate hold harmless clauses.

(Ord. No. 831-95. Passed 12-18-95, eff. 12-26-95)

EXHIBIT "B"

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 161-12

Authorizing the Northeast Ohio Regional Sewer District to negotiate and enter into billing and collection services agreements for the collection of the District's wastewater service charges with the City of Cleveland, Division of Public Utilities (DPU).

WHEREAS, the City of Cleveland, Department of Public Utilities (DPU), currently bills and collects sewage service charges on behalf of the Northeast Ohio Regional Sewer District (District) (District Contract No. 1752 dated April 29, 1988); and

WHEREAS, in 2009 the DPU implemented a new Customer Care and Billing system to replace the old AS400 billing system; and

WHEREAS, with the implementation of the new billing system there are new features and new policies and procedures that have been developed to coincide with the new billing system's functionality; and

WHEREAS, beginning January 2013, the Northeast Ohio Regional Sewer District intends to implement the Regional Stormwater Management Program and issue stormwater service fees and charges in addition to sewage service charges, collectively known as wastewater service charges; and

WHEREAS, in order to implement these efforts it is necessary for the District to negotiate and enter into new billing and collection service agreements with the City of Cleveland DPU for the continued billing and collection services required by the District;

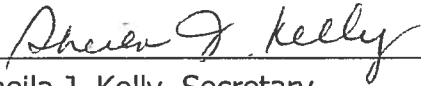
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board hereby authorizes the Northeast Ohio Regional Sewer District Executive Director to negotiate and enter into a billing and collection services agreement and other related agreements for wastewater service charges with the City of Cleveland, Department of Public Utilities with such terms and conditions as are in the best interest of the District and that are satisfactory to and approved by the Executive Director and the Director of Law.

Section 2. That this Board hereby authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the agreements with the City of Cleveland, Department of Public Utilities.

Section 3. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mr. Sulik, seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on July 5, 2012.

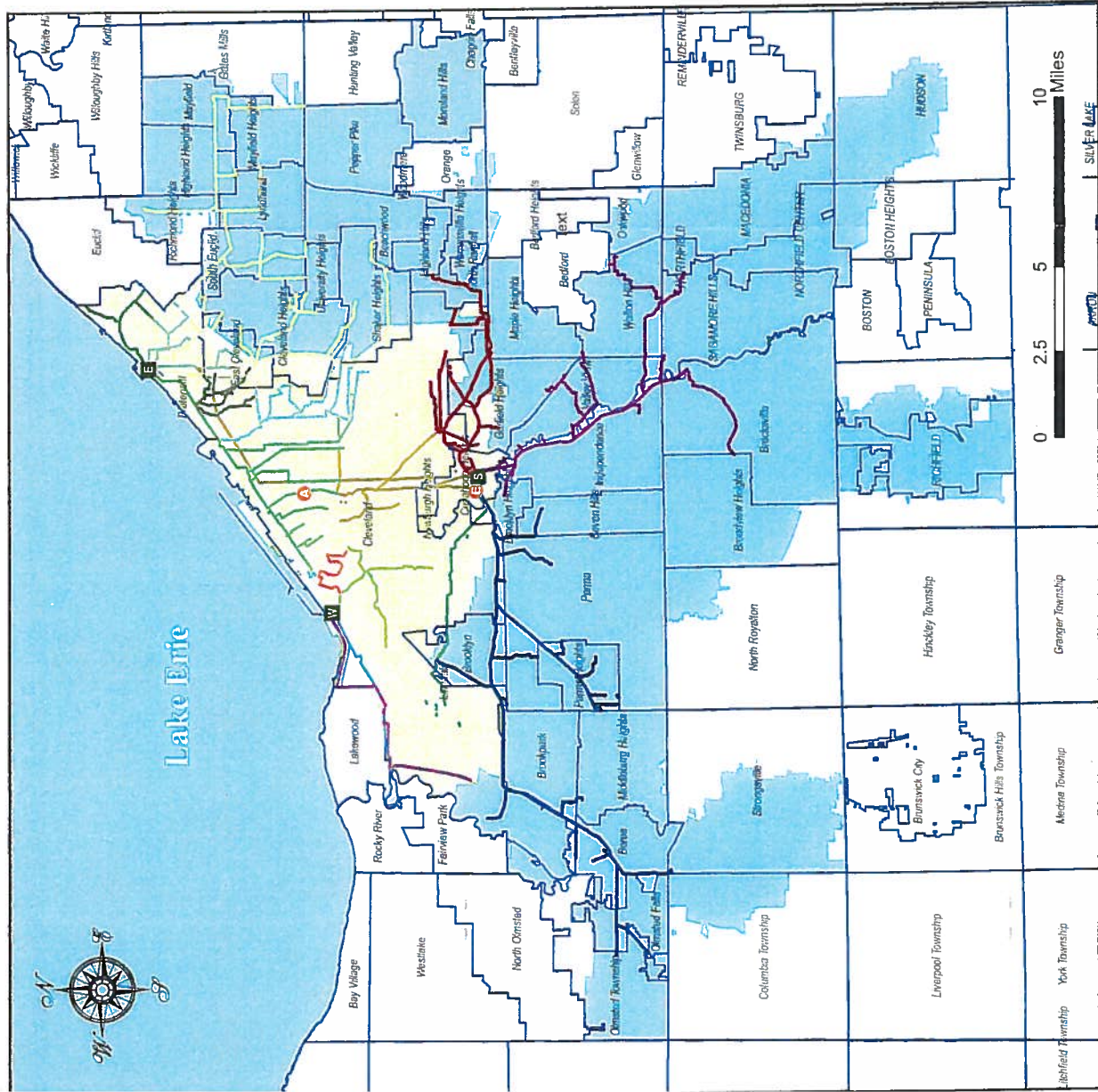


Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT "C"

Northeast Ohio Regional Sewer District

Protecting Your Health and Environment



- A** McMonagle Administration Building- 3900 Euclid Avenue
- E** Environmental & Maintenance Services Center- 4747 E. 49th Street
- E** Easterly Treatment Plant- 14021 Lakeshore Boulevard
- S** Southerly Treatment Plant- 6000 Canal Road
- W** Westerly Treatment Plant- 5800 W. Memorial Shoreway
- Combined Sewer Area
- Separate Sewer Area

EASTERLY WASTEWATER TREATMENT PLANT INTERCEPTOR SYSTEM

- E. 140th/E. 152nd-Ivanhoe Interceptors
- Easterly Interceptor
- Doan Valley Interceptor
- Dugway Interceptor
- Heights-Hilltop Interceptors & ICRS
- Lakeshore-Nottingham Interceptors

SOUTHERLY WASTEWATER TREATMENT PLANT INTERCEPTOR SYSTEM

- Big Creek Interceptor
- Cuyahoga Valley Interceptor
- Mill Creek Interceptor
- Southerly Interceptor
- Southwest, West Leg Interceptors & ICRS

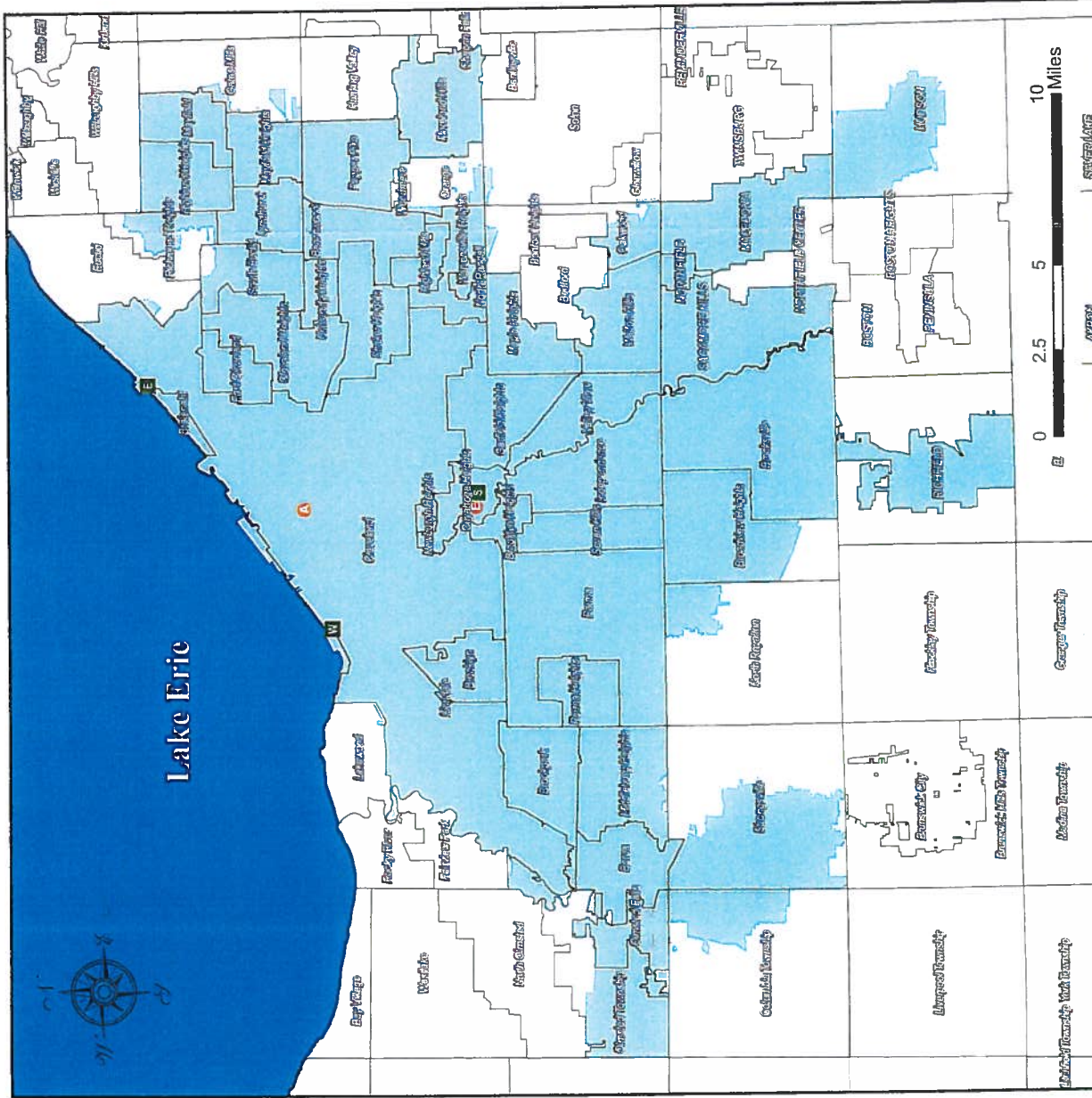
WESTERLY WASTEWATER TREATMENT PLANT INTERCEPTOR SYSTEM

- Low Level Interceptor
- Northwest Interceptor
- Walworth Run Interceptor
- Westerly Interceptor

FOR MORE INFORMATION, VISIT www.NEORS.org REVISED 3/2012

THIS INFORMATION IS FOR DISPLAY PURPOSES ONLY AND IS INTENDED TO GIVE CUSTOMERS AND INTERESTED PARTIES AN APPROXIMATE REPRESENTATION OF THE SEWER DISTRICT'S SERVICE AREA. FOR MORE DETAILED, TECHNICAL, OR BOUNDARY-RELATED INFORMATION, PLEASE CONTACT US AT (216) 581-6500. THANK YOU

- A McMonagle Administration Building- 3900 Euclid Avenue
- E Environmental & Maintenance Services Center- 4747 E. 49th Street
- E Easterly Treatment Plant- 14021 Lakeshore Boulevard
- S Southerly Treatment Plant- 6000 Canal Road
- W Westerly Treatment Plant- 5800 W. Memorial Shoreway
- District Stormwater Service Area



FOR MORE INFORMATION, VISIT www.NEORSO.org/REVISED 7/2012

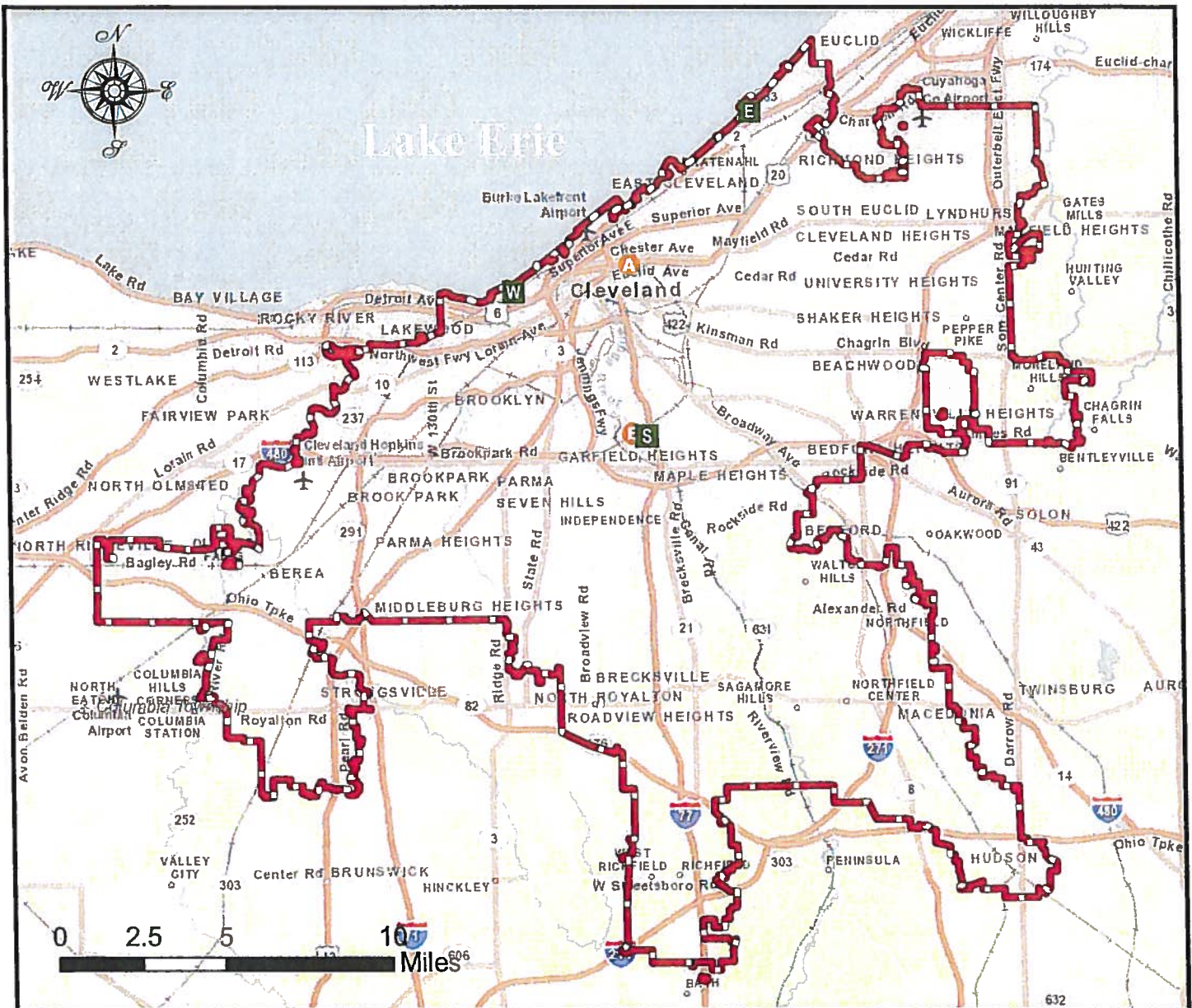
THIS INFORMATION IS FOR DISPLAY PURPOSES ONLY AND IS INTENDED TO GIVE CUSTOMERS AND INTERESTED PARTIES AN APPROXIMATE REPRESENTATION OF THE SEWER DISTRICT'S SERVICE AREA. FOR MORE DETAILED, TECHNICAL, OR BOUNDARY-RELATED INFORMATION, PLEASE CONTACT US AT (216) 881-9800. THANK YOU.



Northeast Ohio Regional Sewer District

Protecting Your Health and Environment

Northeast Ohio Regional Sewer District Wastewater Service Area Map



District Wastewater Service Area



McMonagle Administration Building



Environmental & Maintenance Services Center



Easterly Treatment Plant



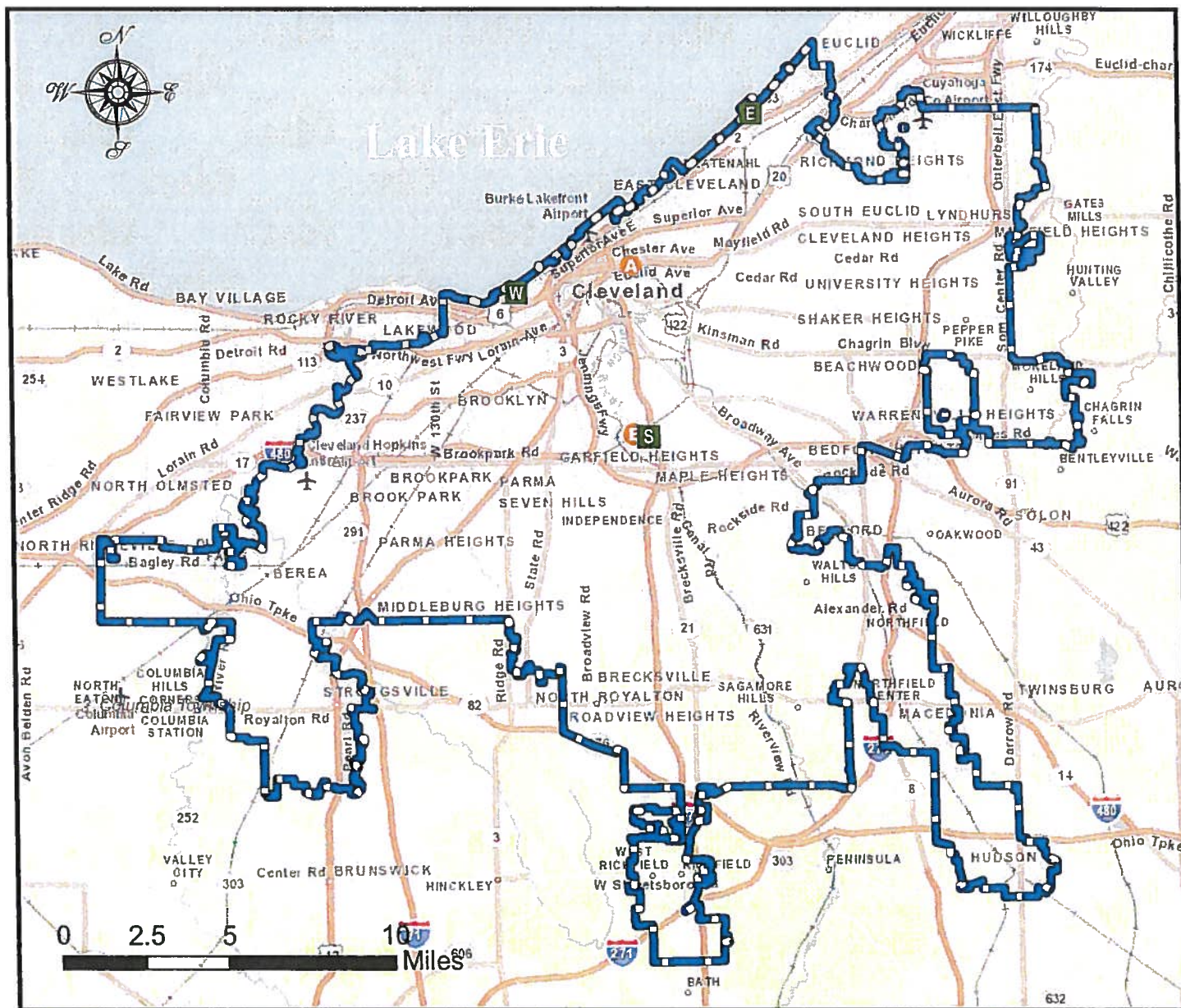
Southerly Treatment Plant



Westerly Treatment Plant

Northeast Ohio Regional Sewer District *Protecting Your Health and Environment*

Northeast Ohio Regional Sewer District Stormwater Service Area Map









- | | | |
|---|--|---|
|  District Stormwater Service Area |  Environmental & Mantance Services Center |  Southerly Treatment Plant |
|  McMonagle Administration Building |  Easterly Treatment Plant |  Westery Treatment Plant |

EXHIBIT “D”

Exhibit D

SCOPE OF SERVICES

1.0 General

The City shall provide any and all Services required under the Agreement and as set forth in this Scope of Services ("SOS"), including but not limited to:

- Water service meter reading and source billing data collection
- Billing preparation
- Payment processing
- Customer service
- Collections
- Data reporting
- Special billing arrangements

1.1 Scope of Services

The specific services to be performed by the City, and the understanding of the parties with respect to the manner of performance of these services, are as follows:

1.1.1 Water Service Meter Reading & Source Billing Data

1.1.1.1 Wastewater Charges

The City shall read the water service meters throughout the contract service area as depicted in Exhibit "C" of the Agreement for the purpose of computing Wastewater Charges for the Sewer District's Wastewater Services for the term of this Agreement. Meters are owned and maintained by the City and shall not be read by the Sewer District for the purpose of computing charges for Wastewater Charges without the prior written approval of the Director. The Sewer District shall have the right to examine the City's meter reading records for any and all Sewer District accounts for the purpose of determining the accuracy of the City's metering equipment.

1.1.1.2 Stormwater Fees

The Sewer District shall provide a master billing data file for upload into the City's Billing System that will provide the basis of calculation of the stormwater charges for all customers.

1.1.1.3 Other Sewer District Accounts

The Sewer District may have separate agreements for Wastewater Service for communities that do not procure their water from the City. For these accounts, the Sewer District shall provide water consumption data to the City on a quarterly basis in order to compute the charges.

1.1.2 Billing

The City shall bill the Sewer District's customers for Wastewater Services provided by the Sewer District resulting from its operation and maintenance of a regional wastewater system as determined by the Board of Trustees of the Sewer District in accordance with the Northeast Ohio Regional Sewer District Code of Regulations. All bills will reflect the costs incurred by the Sewer District in providing Wastewater Services, as well as any local charges of local sewer authorities within the contract service area.

1.1.2.1 Quarterly Sewage Charges Calculation

Sewage Charges shall be made quarterly using the actual quarterly reading of the water service meter whenever available in accordance with Title 1 of the Northeast Ohio Regional Sewer District Code of Regulations. If an actual quarterly meter reading is not available for an account which has a prior consumption history, the customer shall be charged for sanitary sewage service based upon the customer's previous average water consumption. If an actual quarterly meter reading is not available for an account which does not have a prior consumption history, the customer shall be charged for sanitary sewage service based upon a standard estimate of quarterly water consumption. The City shall give the Sewer District sixty (60) days prior written notice of any addition, amendment, or modification of the procedure for estimating quarterly water consumption.

1.1.2.2 Quarterly Stormwater Fee Calculation

Stormwater fees shall be calculated on a basis independent of water consumption. Stormwater fees shall be calculated quarterly in accordance with Title V of the Northeast Ohio Regional Sewer District Code of Regulations. The Sewer District shall send a Stormwater Master Billing File to the City for the purposes of providing each customer's fee for this service. The fee will be based upon the amount of impervious surface on the customer's parcel. Each parcel will be assigned a number of Equivalent Residential Units (ERUs) in accordance with the fee schedules set forth in Title V.

1.1.2.3 Bill Presentation

The City shall prepare, address and deliver by mail or electronically combined water and Wastewater Bills to all Sewer District customers. All Sewer District charges shall be presented in one section clearly designated for the Sewer District, and the charges shall be listed in separate lines for sewage charges, stormwater charges and other line items agreed upon such as special program savings. Local sewage charges for local sewer authorities within the contract service area shall be separately identified on the bill.

The Sewer District and the City may implement separate bills for Wastewater Charges, in which case, the Wastewater Bill shall be branded with the Sewer District's logo only. Notwithstanding the foregoing, local sewer charges may be included on the Sewer District's bill.

The City shall make provisions to include mail inserts with each printed bill, in a reasonable manner agreed upon by the City and the Sewer District.

1.1.3 Special Billing Arrangements

1.1.3.1 Communities with Summary Billing Agreements

For communities which have summary billing arrangements, the City shall prepare one quarterly bill for all residential customers for Wastewater Services based upon the total metered water consumption at such rates established by the Sewer District. The City shall not be responsible for collection of any of the amounts billed but shall remit to the Sewer District any payments received along with the regular monthly remittance. Commercial accounts within these communities shall be billed directly by the City.

1.1.3.2 Communities with Special Billing Arrangements

For specific communities not served by the City, the Sewer District receives the meter reads from the respective community either for a portion or all of the community's accounts. The Sewer District shall verify the consumption information and may forward it to the City. In such case, the

City shall then enter this information in the Billing System and generate the bills for the referenced customers.

1.1.3.3 Sewer Use Code Special Billing Arrangements

The Sewer District shall notify the City in writing within fifteen (15) days of a decision by the Sewer District's Board of Trustees or its appointed Hearing Officer to grant a special billing arrangement in whole or in part as an adjustment of charges due and owing on a Wastewater Service account or to grant a special billing arrangement in whole or in part, of future charges for Wastewater Services. The City shall implement these special billing arrangements within sixty (60) days of notification. Decisions of the Board of Trustees are not applicable to a community's local Wastewater Charges except in the case of those billed and collected by the Sewer District and those which have been specifically authorized by the community. The community shall have the right to grant special billing arrangements on the community's local Wastewater Charges.

1.1.3.4 Municipal Local Charges

Each community, in its sole discretion, shall determine its charges for Wastewater Service provided by the community resulting from its operation and maintenance of a local wastewater system. These charges shall be billed and collected with the Sewer District's charges, and be separately identified in the combined bill.

1.1.4 Payment Processing, Remittance and Invoicing

The City shall receive and process all payments of Wastewater Bills which it has delivered to Sewer District customers as part of the combined bill or Sewer District -branded bill referenced in Section 1.2.2.3 above.

1.1.4.1 Remittance and Invoicing

Monthly, the City shall pay to the Sewer District a sum which represents all charges of the Sewer District collected by the City during the preceding month and credited to customers' accounts.

The City shall invoice the District monthly on or before the 15th day of the month for the number of bills issued during the preceding month. The City will adjust the billing and collection fee invoice to the Sewer District by the number of suppressed bill accounts for that month.

1.1.4.2 Partial Payment and Priority

If partial payment of the total charges for water and Wastewater Services is received, the City shall apply the partial payment among the service agreements in accordance with the payment algorithm agreed to between the City and the Sewer District and based on the total amount of the debt and the age of the debt.

1.1.4.3 Receipt of Funds from Customers by the Sewer District

The Sewer District shall forward to the City all payments received for charges due and owing on all service agreements maintained by the City within three (3) working days of receipt (except payments received as a result of the certification of delinquencies to the County Fiscal Officer for placement on the real property tax list and duplicate). The Sewer District shall provide a receipt to the customer as evidence of acceptance of the payment. The account will be monitored by the Sewer District's customer service personnel until the payment is processed and recorded to the Billing System. The payment stub shall be mailed by the Sewer District's Customer Service personnel to the customer as evidence that the payment has been recorded and posted to the customer's account. The City shall pay the amount back to the Sewer District in accordance with

Section 1.2.4.1. The City shall make reasonable provisions to promptly attend to and receive payments from the Sewer District representative.

1.1.5 Customer Service

The City shall provide customer service staff to address complaints, inquiries, or objections arising out of the billing and collection of Wastewater Charges for the Sewer District, including specific aspects of the Sewer District's Wastewater Services and the determination of Wastewater Charges.

The Sewer District shall provide a customer service staff to process complaints, inquiries or objections referred to the Sewer District by the City or received directly by the Sewer District from its customers concerning the following matters:

1. the determination of Sewer District Wastewater Charges for sewage and stormwater services;
2. the certification of delinquencies by the Sewer District;
3. the granting of special billing arrangements in accordance with Title I of the Northeast Ohio Regional Sewer District's Code of Regulations;
4. the granting of special credits in accordance with Title V of the Northeast Ohio Regional Sewer District's Code of Regulations;
5. specific questions concerning the organization, operation and management of the Sewer District; and
6. complaints, inquiries, or objections arising out of the billing and collection of stormwater service fees.

The City and the Sewer District agree that complaints, inquiries, or objections in the foregoing six (6) categories will be referred to the customer service staff of the Sewer District for processing.

The City and the Sewer District agree that appropriate staffing will be provided at all times during the term of the Agreement to adequately handle all customer service activities described in this Agreement. The City and the Sewer District further agree to provide sufficient training to the Sewer District's customer service staff on the City's Billing System to enable them to successfully address said customer inquiries, complaints or objections.

1.1.6 Collection

The City shall have the sole responsibility to take all necessary steps to collect current and delinquent charges on the Sewer District's Wastewater Service accounts on behalf of the Sewer District, including termination of water service and hiring of an agent for the collection of delinquent charges under terms negotiated by the City ("City's Collection Agent").

1.1.6.1 Delinquency Processing

The City shall provide the Sewer District itemized listings of accounts forwarded to the City's Collection Agent on a monthly basis. These accounts shall remain with the City's Collection Agent for a period of up to nine (9) months for collection as configured in the City's Billing System. All funds collected by the collection agent and forwarded to the City shall be summarized on a monthly basis and forwarded to the Sewer District. This itemized listing shall include the account number, service name, service address, city, city code, payments made and fees associated with all payments either collected by the City's Collection Agent or paid directly to the City by the customer. Fees associated with the amount collected shall be assessed in

accordance with the City's agreement with its Collection Agent. Funds collected shall be added to the Sewer District's monthly remittance with a listing of the respective fees deducted from the quarterly remittance.

The City agrees not to compromise or forgive any current or delinquent charges on Wastewater Service accounts without prior written approval of the Sewer District's Director of Finance except as expressly provided in Sections 1.2.6.2 and 1.2.6.3.

1.1.6.2 Payment Plans

The City is hereby authorized and shall have the right, without prior notification to the Sewer District, to enter into installment payment agreements with any customer of the Sewer District who has a delinquent charge due and owing on a Wastewater Service account. A monthly reporting of all installment payment plans shall be submitted to the Sewer District's Director of Finance.

Adjustment of Accounts

The City shall have the right as the Sewer District's agent without notification to the Sewer District to adjust current and delinquent charges on Wastewater Service accounts for the following reasons:

1. incorrect meter readings;
2. incorrect calculation of charges including sewer charges;
3. incorrect preparation of a bill;
4. adjustments necessitated by the lack of a properly functioning water service meter; and
5. the existence of a water leak in accordance with Sections 535.29 and 125.03 of the Codified Ordinances of the City of Cleveland.

In addition to the above, the City shall have the right to adjust current and delinquent charges on Wastewater Service accounts without notification to the Sewer District during meter exchanges related to the City's Automated Meter Reading ("AMR") project. Meter exchanges must follow the City's Meter Read Correction Policy.

When the consumption of a water bill is adjusted for any of the above reasons, the District's Wastewater Service bill shall likewise be adjusted consistent with the water bill.

The City shall obtain authorization by the District's Executive Director prior to granting any adjustments to Wastewater Service accounts for reasons not listed above.

Adjustments to stormwater charges shall be authorized solely by the Sewer District.

The City shall report to the Sewer District all adjustments and partial payment overrides on a monthly basis.

1.1.6.3 Certification of delinquencies to the County Fiscal Officer (Cuyahoga and Summit Counties)

The City shall provide the Sewer District annually, on or before March 1st, a list by municipality of all Sewer District accounts which may be certified in an amount designated by the Sewer District, remaining unpaid in excess of four quarters from the billing date.

On or before June 1st each year, the Sewer District shall provide the City a list of the accounts it intends to certify. The City shall make adjustments and corrections to the Sewer District's list due

to any change in the status of the account and shall return the amended list of proposed certifications to the Sewer District by July 31st of each year, at which time the City shall cease all collection activity on the accounts on the amended list. The Sewer District shall ensure that the amended list provided by the City is accurate before the Sewer District provides the information to the County Fiscal Officer.

The Sewer District may certify to the County Fiscal Officer any such delinquencies and shall immediately notify the City of such certification by sending the City a duplicate copy of the list of accounts sent to the County Fiscal Officer. The Sewer District may certify any accounts which appear on this list and shall hold harmless the City against any claim of unlawful certification unless such certification was an account on the list provided by the City.

In addition, the City shall have the right to refer other delinquencies to the Sewer District for certification to the County Fiscal Officer.

The Sewer District shall notify the City of payments received as a result of the certification process within sixty (60) days. This notice shall include the amount, date of the payment, and the account number to which the payment is to be applied. The City shall apply the payment(s) in accordance with the amounts certified.

The City shall notify the Sewer District to decertify any account involving a transfer of title to the Cuyahoga County Land Bank (CCLB), its successor, or assigns.

1.1.7 Billing System Data Reporting to the Sewer District

1.1.7.1 Financial Reporting

The City shall provide the Sewer District with the reports listed in Table 2 below. In the event that the report name(s) or format should change after the date of this Agreement, the relevant reports capturing the data included in those listed below shall be provided by the City to the Sewer District. The Sewer District may change the report frequency after providing notice to the City of the required frequency. The City's CC&B Programmer assigned to perform work related to Sewer District concerns, as described in Article 3 of the Agreement, shall work with the Sewer District in preparing any reports needed by the Sewer District, including those listed below.

Table 2. Financial Reports Required by the Sewer District

Report Name		Report Frequency
1.	R001B - Balance Detail (by Premise City Code)	Monthly
2.	R06 - Daily Payment Listing for WW (only)	Daily
3.	R012 - Detailed Cancelled Adjustments	Monthly
4.	R025 - Wastewater Unbilled Revenue	Monthly
5.	R027 - Consumption Threshold / Exception Report For WW Only	Monthly
6.	CM_EXCCOM - Excessive Consumption	Monthly
7.	CM_CSHRCP - Cash Receipts Summary	Monthly
8.	MBSNET - Monthly and Daily Billing Sales Summary A summary of consumption, number of accounts, and dollar amounts billed for the Sewer District by service level and municipality	Monthly
9.	CM_INACTWWRECV - Inactive Receivable Report - Wastewater	Monthly

10.	Suppressed Wastewater Bill Report	Monthly
11.	CM_WRTOFF - NEORSD Write-off Reports a) NEORSD Bankrupt Write-offs b) NEORSD Liens Write-offs c) NEORSD Inactive Accounts Write-offs	Annually (With ability to insert new date parameters)
12.	R013 - Adjustments Detail Report A summary of adjustments to accounts which affect dollar sales and consumption, coded by reason for the adjustment (per 2.2.6.3)	Monthly
13.	R015 - Bill Register (Summary) for Wastewater Only and Bill Register (Summary) for Stormwater	Monthly
14.	R015 -Bill Register (Detail) for Wastewater Only and Bill Register (Detail) for Stormwater	Daily
15.	R016 - Cancelled Bill Summary - Wastewater	Monthly
16.	R017 - Cancelled Bill Detail - Wastewater	Monthly
17.	R018 - Detailed Aging Report - Detail of Aged Receivable Balances An aged accounts list & summary by municipality of receivable balances for all Sewer District accounts	Monthly
18.	R018-O - Detailed Aging Report - Detail of Aged Receivable Balances – Liens and Bankruptcies	Monthly
19.	Suburban Consumption Report	Monthly
20.	Summer Sprinkling Report /Excel Worksheet	Monthly
21.	R026 - Agency, Assessments & Local Remittances A summary of cash collected by municipality showing type of charge to which the cash was applied	Monthly
22.	Lien Service Agreement Report	Monthly
23.	Bankruptcy SA Report	Monthly
24.	Sewer Consumption Analysis Report	Quarterly
25.	BOD Surcharge	Monthly
26.	Pending Wastewater Account	Quarterly
27.	Foreclosure Report	Quarterly
28.	Number of Sewer District Accounts by City Code & Status Code	Quarterly
29.	SSCBOUTS Report	Monthly
30.	Free Sewage Report	Monthly
31.	Homestead Account Report	Monthly
32.	R020 - Lien Candidate Report	Annually
33.	Payment Plan Report	Quarterly
34.	Outside Collection Agent Activity Report (per 2.2.6.1)	Monthly
35.	Final Bills Report	Weekly

36.	Consumption Estimates Report	Monthly
37.	Payment Plan Report (per 2.2.6.2)	Monthly
38.	Foreclosures, Sheriff Sales and Probate Proceedings	As available

1.1.7.2 Monthly Remittance Reports for Wastewater Accounts

The City shall send the Sewer District two monthly remittance reports on or before the 15th day of each calendar month: one for sewage accounts and one for stormwater accounts.

1.1.7.3 Ad-Hoc Reporting and Queries

The City, through the CC&B Programmer or otherwise, shall provide the Sewer District with additional reports at the request of the Sewer District notwithstanding such reports may not be listed in Table 2.

1.1.7.4 Other Data Requests

The City, through the CC&B Programmer or otherwise, shall provide the Sewer District, upon request, with other data reports of extracts, including but not limited to data extracts that include specific information fields for all District accounts in the City's Billing System and in a format suitable for use by the Sewer District. The Sewer District and the City shall agree on a procedure to request, validate, and deliver such data extracts to the District.

1.1.7.5 Access to Meter Reading Data

The City shall make available to the Sewer District meter reading data upon request for analytical, reporting or audit purposes.

1.2 **Service Level Monitoring**

The City and the Sewer District shall agree on a process for periodic review of the performance of the Services required under this Agreement. A summary of each review will be documented and forwarded to the Sewer District's Director of Finance and the City's Chief Financial Officer.

1.3 **Disaster Recovery**

Within five (5) years of the execution of this Agreement, the City shall implement a disaster recovery system so that in the event of a disaster impacting the Billing System where the Billing System cannot function, measures are in place where all Billing System functions will be performed at an alternative site to be selected by the City. The City agrees to provide the Sewer District upon request with copies of disaster recovery policies and procedures and of the results of disaster recovery readiness exercises, subject to a written non-disclosure agreement signed by representatives of both sides.

2.0 **Change Management**

2.1 **Billing System Changes**

The City shall provide reasonable notice to the Sewer District of any planned changes to the Billing System configuration which may impact the production of bills or the reporting of Wastewater Billing and financial information.

The City shall include Sewer District representatives in any planning, implementation efforts and workgroups associated with Billing System changes related to Sewer District charges. The City

agrees to include Sewer District representatives (or other assigned) in the final sign-off and approval of such changes prior to go-live or production rollout.

2.2 Validation Procedures

Any changes to the Billing System configuration requested by either Party shall be tested, validated by both Parties, and approved by the City's test team including Information Technology (IT) staff prior to implementation in the production system. The City and the Sewer District shall provide each other training and information sharing on issues that may impact day-to-day billing and collection operations and customer service activities.

2.3 Training Procedures

The City shall provide to Sewer District staff periodic training on the use of the Billing System and of any updates to it that may impact the day-to-day use by Sewer District staff authorized to use the Billing System.

The City and the Sewer District shall provide each other training and information sharing on issues that may impact day-to-day billing and collection operations and customer service activities.

3.0 Use of the Billing System by the Sewer District

For the term of this Agreement, the City agrees to provide the Sewer District access to use the City's Billing System through a web interface and via an Internet connection to the City's data network. The Sewer District shall be granted access to customer information. The Sewer District shall also have access to the bill image stored in the Billing System and all customer account documentation, including but not limited to, correspondence, property data, etc.

EXHIBIT "E"

City of Cleveland Division of Water1201 Lakeside Avenue
Cleveland, OH 44114

Billing agent for the Northeast Ohio Regional Sewer District

Your account is past due.

Cleveland Water - Vital to our region's quality of life.

Customer Name:

Account Number:

Service Address:

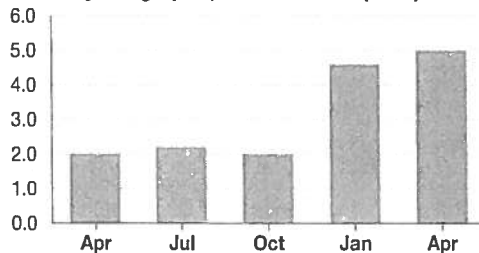
Due Date:

April 22, 2013

USAGE COMPARISON

Page 1 of 2

Your Quarterly Usage (in 1,000 cubic foot (MCF) increments)

**Account Summary as of Apr 01, 2013**

Previous Balance	1,779.51
Payments Received	0.00
Balance Forward	1,779.51

Your current Bill has 3 Charges:*

① Cleveland Water Charges (page 1)	219.11
② NEORSR Charges (page 2)	312.20
③ Local Charges (page 2)	84.00
Total Amount Due:	2,394.82

Meter Number	Current Meter Read			Previous Meter Read			Usage/Consumption
	Date	Read	Type	Date	Read	Type	
SN00104858	04/01/2013	389.0	ESTIMATE	01/01/2013	384.0	ESTIMATE	5.0 MCF

**① Cleveland Water Current Charges**? www.clevelandwater.com | Billing Questions: 216.664.3130 | Emergency: 216.664.3060CLEVELAND WATER IS WORKING SMARTER FOR YOU - Clear Reads, Cleveland Water's automatic meter reading (AMR) project, starts this summer. For more details visit www.clevelandwater.com/clearreadsPLEASE NOTE: Your 2013 water rate has changed. For more information about this change, please visit www.clevelandwater.com or call (216) 664-3130.

Water - 0.600 MCF at \$22.11 for first 0.600 MCF	13.27
Water - 4.400 MCF at \$42.01 per additional MCF	184.84
Fixed Charge - 01-02-2013 to 04-01-2013	21.00
Cleveland Water Total	219.11

*Wastewater and Local charges detailed on page 2

Please return this portion with payment made payable to **City of Cleveland Division of Water** - Do not send cash**City of Cleveland Division of Water**1201 Lakeside Avenue
Cleveland, OH 44114

Billing agent for the Northeast Ohio Regional Sewer District



0004710000

Account Number	Due Date	Total Amount Due	Amount Enclosed
0004710000	04/22/2013	\$2,394.82	

Amount Paid: \$

10004710000300023948203096

Please make check payable to:

City of Cleveland Division of Water
PO Box 94540
Cleveland, OH 44101-4540
☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.



② WASTEWATER | Northeast Ohio Regional Sewer District Current Charges

② www.neorsd.org | Customer service: 216.881.8247

To learn more about our work and services, rates, our environmental efforts, or even request a tour, please visit neorsd.org. STORMWATER INQUIRIES? Please contact our Customer Service department 216.881.8247.

NEORS Sewage Charge - 5.000 MCF at \$58.15 per MCF	290.75
Fixed Charge - 01-02-2013 to 04-01-2013	6.30
NEORS Stormwater Charge- 01-02-2013 to 04-01-2013	15.15
Northeast Ohio Regional Sewer District Total	312.20

③ Local & Other Current Charges

③ Questions on these items... please contact your city or municipality

Refuse Charge - 3 month(s) at \$28.00 per month	84.00
Local Total	84.00

Proof

Breakdown Of Your Billing Services

Cleveland Water is committed to helping customers keep better track of where their dollars are going.

Cleveland Water provides water service, and bills on behalf of the Northeast Ohio Regional Sewer District (NEORS) and other cities for waste water treatment and a variety of other local charges. This new feature on your bill shows the dollar amount and percentage spent on each type of charge, helping you as a customer understand how much you are spending on each service.

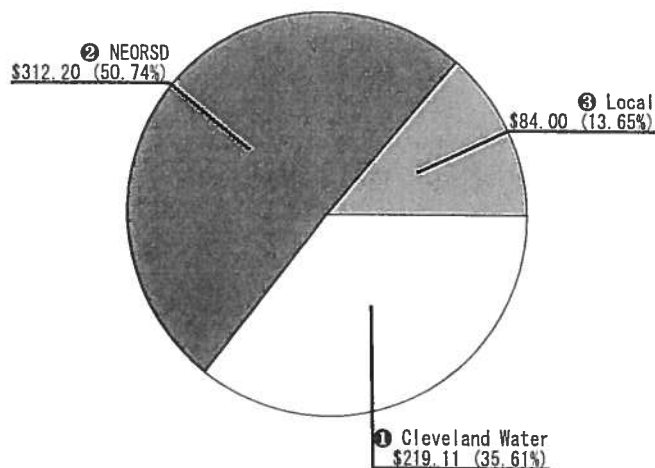


EXHIBIT "F"

Billing Fee O&M Expenses
2010 Financial Information
Draft 8-15-2012

Information based on the 2010 data

Direct Costs	Billing		Cashiers	Accounts		Meter		Total
	Customer Service	Adjustments		Cash Receipts	Receivable	Collections	Meter Reading	Maintenance
Salaries	1,342,517.68	1,167,933.00		636,833.29	240,117.80	1,985,116.00	2,584,202.09	2,608,881.85
Benefits	550,448.03	431,851.00		274,989.03	98,419.85	820,782.33	1,005,705.78	1,053,385.96
Uniforms							30,665.00	30,665.00
Vehicles	24,044.00					67,323.00	158,690.00	351,041.00
Telephone Charges	42,431.60	32,328.84		18,184.97	6,061.66	64,657.68	78,801.54	58,596.02
Postage	744,120.79							
Supplies	64,264.89				6,983.75	3,736.22	3,428.82	47,632.14
Occupancy	69,466.00	68,590.00		40,360.00	114,116.00	134,596.00	99,056.00	526,045.82
Small Equipment							6,625.00	8,420.00
Data Processing/CC&B Costs	143,283.14	5,112,480.00			291,234.00	896,774.05		6,443,771.19
Total	2,980,576.13	6,813,182.84	-	970,367.29	756,933.06	3,972,985.28	3,967,174.23	4,127,956.97
								23,589,175.80

Indirect Costs	Billing		Payroll	Total	Read Only Cost		Bill Only Cost
	Fiscal Control	Accounting			Meter Reading (100%)	Meter Maintenance (100%)	
Salaries	346,453.00	508,096.03	85,192.21	939,741.24	3,967,174.23	4,127,956.97	5.68
Benefits	84,077.00	173,567.58	27,011.05	284,655.63	4,127,956.97		3.57
Telephone Charges	5,051.38	10,102.76	2,020.55	17,174.69	126,404.15		
Postage		-		-			
Supplies	72,806.77	-		72,806.77	2,268,789.89		
Occupancy	28,252.00	31,135.00	5,189.20	64,576.20	252,058.71		
Data Processing				-			
Total	536,640.15	722,901.37	119,413.01	1,378,954.53	1,490,288.07		2.11

Total Direct Costs	23,589,175.80
Less Water Only Portion	4,612,010.04
Total Direct Costs	18,977,165.76
Total Indirect Costs Portion	459,651.46
Total Costs	19,436,817.23
Bills per Year (Less Water Only)	3,639,756.00
Cost Per Bill	5.34
2011 CPI change	3.15%
Amount Proper to Charge	5.51
Est. 2012 CPI change	3.15%
Full Costs - O&M	5.68

Meter Reading (100%)	3,967,174.23
Meter Maintenance (100%)	4,127,956.97
Fiscal Control (27.5%)	126,404.15
Billing (33.3%)	2,268,789.89
Accounts Receivable (33.3%)	252,058.71
Customer Service (50%)	1,490,288.07
Read Only Costs	12,232,672.01
Bills per Year (Less Water Only)	3,639,756.00
Cost Per Bill	3.36
2011 CPI change	3.15%
Amount Proper to Charge	3.47
Est. 2012 CPI change	3.15%
Read Only Costs - O&M	3.57

Billing Fee Capital Costs
2010 Financial Information
Draft 8-15-2012

	Customer Service	Billing Adjustments	Cashiers	Cash Receipts	Accounts Receivable	Collections	Meter Reading	Maintenance	Total
Direct Costs									
Salaries									
Benefits									
Uniforms									
Vehicles									
Telephone Charges									
Postage									
Supplies									
Occupancy									
Small Equipment									
Credit Card Fees									
Data Processing/CC&B Costs	2,095,202.00								2,095,202.00
Total	2,095,202.00	-	-	-	-	-	-	-	2,095,202.00

Total Direct Costs	2,095,202.00	Customer Service (50%)	1,047,601.00
Less Water Only Portion	409,640.96	Bills per Year (3,639,756
Total Direct Costs	1,685,561.04	Cost Per Bill	\$ 0.29
Bills per Year (Less Water Only)	3,639,756.00	2011 CPI change	3.15%
Cost Per Bill	0.46	Amount Proper to Charge	\$ 0.30
2011 CPI change	3.15%	Est. 2012 CPI change	3.15%
Amount Proper to Charge	\$ 0.48	Read Only Costs - Capital	\$ 0.31
Est. 2012 CPI change	3.15%		
Full Costs - Capital	\$ 0.49	Bill Only Cost	
		Full Costs - Capital	0.49
		Less: Read Only Costs	0.31
		Bill Only Costs - Capital	0.18

DUPLICATE
ORIGINAL

CT2002 NF2018*055

AGREEMENT
FOR THE BILLING AND COLLECTION
OF WASTEWATER SERVICE CHARGES
BETWEEN
THE CITY OF CLEVELAND
AND
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

THIS AGREEMENT is made and entered into this 15th day of January, 2018, by and between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Public Utilities, pursuant to the authority granted by Section 129.21 of the Codified Ordinances of the City of Cleveland (Attached hereto as Exhibit "A"), and the Northeast Ohio Regional Sewer District ("Sewer District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to Resolution No. 220-18, adopted by its Board of Trustees on June 21, 2018 (Attached hereto as Exhibit "B").

WHEREAS, the Sewer District operates and maintains a regional sewer system; and

WHEREAS, the City operates and maintains a water system including a system of metering water consumption; and

WHEREAS, the City is currently performing billing and collection of sewage and stormwater service charges for the Sewer District under an agreement entered into between the parties on January 11, 2013; and

WHEREAS, the City and the Sewer District have determined it in the best interest of the parties to negotiate a new billing and collection agreement to meet the current needs and requirements of the Sewer District and its customers.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, the City and the Sewer District agree as follows:

ARTICLE 1.

DEFINITIONS

1.01 “Billing Fee” means the amount per bill to be charged by the City to the Sewer District in consideration of the City’s performance under this Agreement for Wastewater Services provided by the Sewer District to its customers.

1.02 “Billing System” means the City’s CC&B system or any subsequent system implemented by the City.

1.03 “Certify” or “Certification” means the authentication or verification of delinquencies to the County Auditor, Fiscal Officer, or appropriate County official for placement on the real property tax list and duplicate as provided in Ohio Revised Code Section 6119.06.

1.04 “Commercially Reasonable” means performed in good faith, and corresponding to commonly accepted commercial practices.

1.05 “Commissioner of Water” means the Commissioner of the City of Cleveland’s Division of Water or the Commissioner’s designee.

1.06 “Delinquencies” or “Delinquent Charges” means charges billed to a Wastewater Service account that are unpaid beyond the due date for payment, which is fifteen (15) days after the estimated date of receipt by the customer.

1.07 “Director” means the Director of the Department of Public Utilities of the City of Cleveland or the Director’s designee.

1.08 “Division of Water” means the Division of Water of the Department of Public Utilities of the City of Cleveland.

1.09 “Chief Executive Officer” means the Chief Executive Officer of the Northeast Ohio Regional Sewer District or the Chief Executive Officer’s designee.

1.10 “Schedule Charge” means the net rate that is billed to customers for Operation and Maintenance (“O&M”) and Capital costs.

1.11 “Services” means any and all billing and collection services provided by the City on behalf of the Sewer District as required by this Agreement.

1.12 “Sewage” means any substance that contains any water containing pollutants or contaminants derived from the prior use of such water, any of the waste products or excrementitious or other discharge from the bodies of human beings or animals, as well as any liquid, gaseous, or solid waste substance resulting from any process of industry, manufacture, or trade.

1.13 “Stormwater” means water that flows into ditches, watercourses, storm sewers, or other concentrated flow patterns during and following precipitation, including rain runoff, snowmelt runoff, and surface runoff.

1.14 “Wastewater Service” and “Wastewater Services” shall include sewage, stormwater and other services provided by the District to its customers.

1.15 “Wastewater Bills” and “Wastewater Billings” as used in this Agreement shall include combined sanitary sewage and stormwater bills, as well as, stormwater-only bills.

1.16 “Wastewater Charge” or “Wastewater Charges” shall mean all rates, fees and other charges charged for Wastewater Services provided by the Sewer District resulting from its operation and maintenance of a regional wastewater system as determined by the Board of

Trustees of the Sewer District in accordance with the Northeast Ohio Regional Sewer District Code of Regulations.

ARTICLE 2.

CONTRACT SERVICE AREA

2.01 The Sewer District has identified, and the City has approved, the geographic area within which the City will bill and collect Wastewater charges on behalf of the Sewer District. This territory, referred to in this Agreement as the “contract service area”, is identified in Exhibit “C.” The Sewer District may expand or reduce the contract service area upon written notice to the Director at least one hundred and eighty (180) days prior to the next billing for that area. Such area excludes those communities covered by Summary Billing Arrangements or directly billed by the Sewer District. Currently, Summary Billing Arrangements are limited to the Village of Cuyahoga Heights. The City shall send the Sewer District one (1) invoice per billing cycle for such communities, based upon the City’s meter read-only charge.

ARTICLE 3.

SERVICES TO BE PROVIDED BY THE CITY TO THE SEWER DISTRICT

3.01 The Sewer District hereby designates the City as its sole and exclusive billing and collection agent for any area billed for water by the City water system based on consumption during the term of this Agreement and any extension thereof, to perform the Services specifically identified in this Agreement and in the Scope of Services, attached hereto as Exhibit “D” and fully incorporated herein. The City shall deliver Wastewater Billings substantially in the form of the sample bill attached hereto as Exhibit “E”, with respect to the delineation of District-related charges. The City may amend Exhibit “E” should the City change the bill print vendor or the

current vendor changes printing programs that would affect the presentation of the bill. Such amendment to the Exhibit "E" shall require Sewer District review and approval of revisions to the District's Wastewater bills. Neither party shall take any action which will conflict with or disrupt the Services or obligations to be performed by the other party under this Agreement.

3.02 The City agrees to provide the necessary personnel, facilities, and equipment to perform the specific billing and collections Services described in Exhibit "D." The City and the Sewer District shall each designate a dedicated account representative who shall serve as the primary point of contact for the other party with respect to billing inquiries, account adjustments, and other Services required under this Agreement. The Sewer District's designated account representative shall be its Manager of Billing Services and Systems until such time as the Sewer District advises the City in writing of its designation of a new representative. The City account representative shall be the Assistant Director of Public Utilities or his/her designee who shall serve as a liaison between the City and the Sewer District, and shall have sufficient knowledge and authority to initiate action to respond to Sewer District inquiries, apply payments, and make other updates, corrections and adjustments to Sewer District customer accounts at the direction of the Sewer District. The City shall provide notice within thirty (30) days to the Sewer District of any anticipated change in staffing for the dedicated primary account representative, and shall provide an alternate account representative who shall serve as the Sewer District's primary point of contact for times in which the dedicated primary account representative is unavailable.

Upon request by the Sewer District's account representative to the City's account representative, and after the City's approval, the City shall develop and implement a project for CC&B programing to address the Sewer District's concerns; taking into consideration any

existing or planned project schedules and deadlines. The Director will determine a timetable of completion after consultation with the City's DPU Chief Information Officer. The Sewer District will pay for any additional costs to the Division of Water for such requests.

3.03 The City shall use commercially reasonable efforts at all times to deliver accurate Wastewater Bills, process payments for Wastewater Bills, perform collection activities on behalf of the Sewer District, and promptly and efficiently respond to and resolve Sewer District customers' billing inquiries.

ARTICLE 4.

FILING OF CLAIMS

4.01 The City is hereby authorized and shall file proofs of claims on behalf of Sewer District for amounts due and owing on Wastewater Service accounts in bankruptcy proceedings. The City shall immediately notify the Sewer District of all accounts involved in such proceedings, and shall forward copies of all related bankruptcy notices and proofs of claim. A monthly reporting of such claims shall be submitted to the Sewer District's Chief Financial Officer.

4.02 In the case of Sewer District accounts with amounts due and owing for Wastewater Service in excess of \$10,000.00 or any amount later mutually agreed to in writing, the City shall not file a proof of claim but shall instead forward a copy of the notice of bankruptcy to the Sewer District's Chief Legal Officer as soon as possible after receipt by the City. All further collection action, including the filing of a proof of claim, shall be the responsibility of the Sewer District. The Sewer District will pursue these matters as it deems appropriate and shall notify the City of all amounts so collected.

ARTICLE 5.
WATER REVIEW BOARD

5.01 The City shall maintain a Water Review Board ("Board"), to satisfy the due process rights of its customers prior to termination of water service and to consider requests by customers of the Sewer District for adjustments for any of the reasons set forth in Exhibit "D" related to matters that the City may resolve on behalf of the Sewer District for amounts due and owing on their Wastewater Service accounts, subject to the amended consent decree in Cecil Colegrove et al. v. City of Cleveland. When the consumption on a water bill is adjusted for any of the reasons set forth in Exhibit "D", the Sewage bill shall likewise be adjusted consistent with the water bill.

5.02 The City shall refer any customer dissatisfied with a Water Review Board decision related to Wastewater Service charges, including water leaks, to the Sewer District. In the event the Sewer District grants a further adjustment regarding the referred Wastewater Service account the Sewer District shall notify the customer and the City of this determination, and the City shall implement the adjustment by the next billing cycle in accordance with the Sewer District's direction. A monthly reporting of hearings for which adjustments have been granted shall be submitted to the Sewer District's Chief Financial Officer. Such reporting may be made by providing the District's Chief Financial Officer copies of the relevant Water Review Board hearing adjudication letters.

5.03 The Sewer District may make a written request to the Director or the Director's designee for copies of the agendas and minutes from the Water Review Board Meetings and such minutes shall be provided in a timely manner.

ARTICLE 6.

SEWER DISTRICT'S WASTEWATER CHARGES

6.01 Wastewater Charges to be charged for Wastewater Services provided by the Sewer District resulting from its operation and maintenance of a regional Wastewater Service system shall be determined by the Board of Trustees of the Sewer District in accordance with the Northeast Ohio Regional Sewer District Code of Regulations. The Director shall receive written notice a minimum of one hundred eighty (180) days prior to the effective date of any change in the Wastewater Charges charged to customers of the Sewer District. Wastewater Billings sent after the date of the increase shall reflect such increase on a pro-rated basis for the number of day's usage at the new Wastewater Charge.

6.02 The City shall pro-rate Wastewater Charges resulting from customer changes in occupancy and ownership.

6.03 The Sewer District or its designee shall notify the City in writing of any special billing arrangements resulting from the Sewer District's Sewage System Charges Based On Usage Of The System ("SSCBOUTS) Program, surcharge sewage rates, Wastewater Affordability Program, or any other reason. Upon written request by the Sewer District, the City shall use its best efforts to implement such special billing arrangements by the next billing cycle if feasible; otherwise, the special billing arrangements will be implemented as soon as it is practicable.

ARTICLE 7.

NOTIFICATIONS TO SEWER DISTRICT CUSTOMERS

7.01 Throughout the term of this Agreement, the Sewer District may request the City to include various notices within the Wastewater Billings. The Sewer District agrees to pay the incremental increase in mailing costs and, with prior Sewer District approval, other ancillary costs associated with such notifications within thirty (30) days of receipt of an invoice from the City identifying the total amount of these costs.

ARTICLE 8.

BILLING FEE

8.01 So long as the City is the designated billing and collection agent on behalf of the Sewer District, the Sewer District shall pay a monthly Billing Fee in accordance with applicable provisions of this Agreement.

8.02 The monthly Billing Fee shall be computed by multiplying the Schedule Charge times the number of Sewer District accounts billed during the month. The monthly Billing Fee shall be due and payable within thirty (30) days of receipt of the invoice. In the case of any dispute between the City and the Sewer District regarding billing, collection or any other matter which is within the scope of this Agreement, the parties agree that such dispute shall be settled in accordance with the dispute resolution procedures outlined in this Agreement.

8.03 The initial Schedule Charge to be charged to the Sewer District for the Total Billing Services (Read and Billing) provided by the City under this Agreement shall be \$2.30 per bill. The initial Schedule Charge to be charged to the Sewer District for Meter Read Only is \$1.48 per bill. The initial Schedule Charge to be charged to the Sewer District for Stormwater-

Only Service is \$0.82 per bill. The initial Schedule Charge will be escalated annually January 1st each year, beginning January 1, 2018 and continuing through December 31, 2021 (the “Initial Billing Fee Period”) based upon the baseline O&M Costs and Capital Costs components as follows:

	Full Service (Read and Billing)	Meter Read Only	Stormwater Bill Only
O & M Operation/Cost	1.63	1.15	0.48
Capital	0.67	0.33	0.34
Total Schedule Charge	2.30	1.48	0.82

8.04 The initial Total Schedule Charge stated in the table above shall remain in effect through December 31, 2017 and shall escalate in accordance with this Article 8 on January 1st each year through December 31, 2021.

8.05 For purposes of this Agreement, the initial baseline O&M Cost component of the Billing Fee has been determined by agreement of the parties to be \$1.63. The O&M Cost component shall increase annually during the Initial Billing Fee Period, based upon the application of the actual Cleveland-Akron Area Consumer Price Index for All Urban Consumers (CPI-U) of the preceding year to the baseline O&M Cost component.

8.06 For purposes of this Agreement, the initial baseline Capital Cost component of the Billing Fee has been determined by agreement of the parties to be \$0.67. The baseline Capital Cost component is based upon a sum of \$118,428,028.

8.07 The City and the Sewer District agree to negotiate in good faith any additions to the Capital Cost component of the Billing Fee prior to the addition of such Capital Cost

component to the total annual Billing Fee. The City will provide reasonable written advance notice to the Sewer District of any Capital Costs. The Sewer District shall have the option of paying additional Capital Costs in a lump sum payment or as an additional capital cost added to the prior Capital Cost component to be repaid over the useful life of the addition. Title to all capital improvements constructed or installed within the contract service area under this Agreement vest in the City upon completion of the project or upon termination of this Agreement prior to completion of the project. In no event shall be City be required to repay the Sewer District for an improvement that is not completed upon termination of this Agreement.

8.08 The details of and calculation assumptions for determining the initial baseline O&M Cost and Capital Cost component of the Initial Billing Fee are attached hereto and made a part of this Agreement as Exhibit "F."

8.09 The Sewer District shall not be responsible for payment of any Wastewater Bills that are prepared, but not delivered via mail or electronically to the customer. In no event shall the City charge the Sewer District the equivalent of more than twelve (12) bills per year per account, although the City may invoice the Sewer District more than twelve (12) times in a year for any account in which a prior year's bill has not yet been charged.

8. 10 Prior to December 31, 2021, the parties shall cooperate in negotiating the Billing Fee for any extension of this Agreement, or a portion thereof. The parties shall meet and exchange auditable data as necessary to determine the Schedule Charge. In the event that the parties have not successfully negotiated the Schedule Charge by December 31, 2021, the current Schedule Charge shall remain in effect, subject to the application of the CPI until the parties have agreed upon the future Schedule Charges.

ARTICLE 9.

AUDITING PROCEDURES

9.01 At mutually agreeable times, the City and the Sewer District may meet to discuss matters and share information required by and related to this Agreement. At least thirty (30) days prior to an escalation of the Schedule Charge, outside of the increase from the change in CPI, the meeting may include a review of the City's data supporting the adjusted Schedule Charge.

9.02 During the term of this Agreement, the City and the Sewer District shall follow accounting standards including but not limited to SSAE 16 accounting standards. The City will provide the Sewer District with a copy of the City's SSAE 16 Report.

9.03 The City shall provide the Sewer district an Annual Audit confirmation report by May 1st of each year unless the City notifies the Sewer District in writing that the May 1st date is not achievable due to unforeseen circumstances. The Parties will work together to agree to an extension that is reasonable and practicable to both parties.

ARTICLE 10.

TERM

10.01 The term of this Agreement shall begin as of the date first above written, and shall expire on December 31, 2021. After said period, this Agreement shall automatically continue in effect thereafter subject to cancellation by either party by giving written notice to the other party at least one (1) year prior to the effective date of termination. Any notice of cancellation shall be by certified mail, return receipt requested, addressed to the Director in the case of the City or the Chief Executive Officer in the case of the Sewer District.

ARTICLE 11.

ADMINISTRATIVE AND LEGAL REPRESENTATION

11.01 The representative of the City, who shall be authorized to make decisions on behalf of the City shall be the Director of Public Utilities or his/her representative. The representative of the Sewer District, who shall be authorized to make decisions on behalf of the Sewer District shall be the Chief Executive Officer, or his/her representative.

11.02 Neither party shall provide legal representation of the other in any legal or administrative proceeding, except as required in proceedings under the jurisdiction of the United State Bankruptcy Courts.

ARTICLE 12.

MODIFICATIONS; UNDERSTANDING; LEGALITY

12.01 No covenant, term or condition of this Agreement shall be waived, altered or modified except by a written instrument executed by the party against whom enforcement of such waiver, alteration or modification is sought. No waiver of any covenant, term or condition of this Agreement shall affect any other covenant, terms or conditions of this Agreement.

12.02 This Agreement contains all the promises, agreements, conditions, inducements and understanding between the City and the Sewer District, and there are no promises, agreements, conditions, understandings, inducements, warranties or representations, oral or written, express or implied, other than as set forth in this Agreement. The parties agree that upon the execution of this Agreement the prior contract related to billing services entered into by the Parties is terminated in its entirety.

12.03 In the event any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent the same have been held to be invalid, illegal or unenforceable, had never been contained herein, unless the deletion of the provision or provisions would result in such a material change so as to make the performance of the Agreement unreasonable.

12.04 Neither a partnership nor a joint venture is created hereby notwithstanding that a portion of the charges imposed by the Sewer District are paid to the City as a fee for billing and collection Services.

12.05 This Agreement is governed, without limitation, by the laws of the State of Ohio.

12.06 Each Party is responsible for its own compliance with all applicable laws and regulations that are or may be promulgated at any point that this Agreement is in effect.

12.07 The headings of sections and paragraphs, if any, used in this Agreement are used for reference only, and in no way define, limit, or modify the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed an original, but such counterparts together constitute but one and the same instrument.

ARTICLE 13.

DISPUTE RESOLUTION

13.01 In the event of a dispute between the parties for obligations under this Agreement, either party may request the following dispute resolution process. The parties shall continue the

performance of their obligations under this Agreement notwithstanding the existence of a dispute.

13.02 The parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The parties shall first try to resolve the dispute at the level of the designated representatives in Level 1. If the parties are unable to resolve the dispute at that level within 10 working days, the parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute, as follows:

<u>DISPUTE LEVEL</u>	<u>SEWER DISTRICT REPRESENTATIVE</u>	<u>CITY REPRESENTATIVE</u>
1	Manager of Billing Services	Assistant Director of Public Utilities or his/her Designee
2	Chief Financial Officer	Chief Financial Officer
3	Chief Executive Officer	Director of Public Utilities

13.03 If the parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the parties shall begin the mediation process within twenty (20) days of such notice. The parties shall select an independent and certified mediator who shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective Level 3 representatives. The parties shall attempt in good faith to resolve the dispute. The parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The parties shall share the cost of the mediator equally.

13.04 Such mediation shall be non-binding between the parties and shall be kept confidential to the extent possible under the Ohio Public Records Act. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both parties. If the dispute is unable to be resolved through mediation, the matter shall be decided at law.

ARTICLE 14.

NOTICES

14.01 Unless otherwise provided herein, all notices to the City shall be delivered to the following address: Director of Public Utilities, City of Cleveland, 1201 Lakeside Avenue, Cleveland, Ohio 44114. A copy of such notice shall be delivered to the following address: Chief Financial Officer, Department of Public Utilities, City of Cleveland, 1201 Lakeside Avenue, Cleveland, Ohio 44114.

14.02 All notices to the Sewer District shall be delivered to the following address: Northeast Ohio Regional Sewer District, Attention: Chief Executive Officer, 3900 Euclid Avenue, Cleveland, Ohio 44115.

ARTICLE 15.

LIMITATION OF LIABILITY

15.01 Neither party will be liable to the other party for any indirect, incidental, consequential, punitive, reliance, or special damages, including, without limitation, damages for lost profits, advantage, savings or revenues, or increased cost of operations.

ARTICLE 16.

EXHIBITS


The following exhibits are attached here to and incorporated herein:

1. Exhibit "A" – City Ordinance No. 129.21
2. Exhibit "B" – Sewer District Resolution No. 220-18
3. Exhibit "C" – Map of Service Area
4. Exhibit "D" – Scope of Services
5. Exhibit "E" – Sample Wastewater Billing
6. Exhibit "F" – Initial Baseline O&M Cost and Capital Cost Calculations

[remainder of page intentionally left blank]

The parties have caused this instrument to be executed as of the day and year first above written.

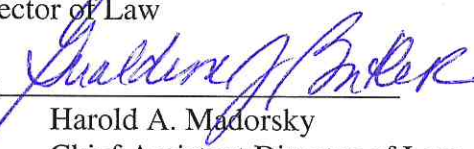

THE CITY OF CLEVELAND

By: 
Robert L. Davis
Director of Public Utilities

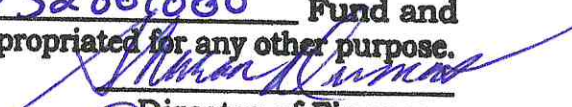
**NORTHEAST OHIO REGIONAL
SEWER DISTRICT**

By: 
Kyle Dreyfuss-Wells
Chief Executive Officer

By: 
Ronald Sulik, Vice President
Board of Trustees

<p>The Legal Form and Correctness of this Instrument are hereby approved:</p> <p>Barbara A. Langhenry Director of Law</p> <p>By: <u></u> Harold A. Madorsky Chief Assistant Director of Law Geraldine J. Butler Assistant Director of Law</p> <p>Date: <u>7/24/18</u></p>	<p>The Legal Form and Correctness of this Instrument are hereby approved:</p> <p>By: <u></u> Eric J. Luckage Chief Legal Officer</p> <p>Date: <u>06/22/18</u></p>
	<p>This Instrument Prepared By: Katarina K. Waag Assistant General Counsel Northeast Ohio Regional Sewer District</p>

The sum of \$0.00
Dollars
required for this Contract was on
7/18/18 and is at this
date in the City Treasury or in process
of collection, to the credit of
52001000 Fund and
not appropriated for any other purpose.


Director of Finance


Commissioner of Accounts

Entered by 
Appropriation Clerk

EXHIBIT A

§ 129.21 Contracts for Billing and Collection of Sewer Charges and Other Fees

The Director of Public Utilities is authorized to enter into contracts with municipalities and other political subdivisions for the billing and collection of sewer charges and other fees levied by the municipality or political subdivision.

All contracts authorized by this section shall provide for the equitable distribution of the cost of maintaining the City's billing and collection system among all of the municipalities and political subdivisions using the City's billing and collection services.

All contracts authorized by this section shall be prepared by the Director of Law and shall contain such provisions as shall protect the interests of the City, including but not limited to, appropriate hold harmless clauses.

(Ord. No. 984-15. Passed 9-21-15, eff. 9-23-15)

EXHIBIT B

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 220-18

AUTHORIZATION TO ENTER INTO A BILLING AND COLLECTION OF WASTEWATER SERVICE CHARGES AGREEMENT WITH THE CITY OF CLEVELAND, DEPARTMENT OF PUBLIC UTILITIES, FOR THE CONTINUED PERFORMANCE OF SUCH SERVICES BY THE CITY AND IN ACCORDANCE WITH THE FEES AS PRESENTED

WHEREAS, the City of Cleveland, Department of Public Utilities (DPU), currently bills and collects wastewater service charges on behalf of the Northeast Ohio Regional Sewer District (Contract No. 13004290 dated January 11, 2013); and

WHEREAS, the new agreement will supersede the current agreement entered into under Resolution No. 161-12;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board hereby authorizes the District to enter into a billing and collection services agreement and other related agreements for billing and collection of wastewater service charges with the City of Cleveland, Department of Public Utilities, with such terms and conditions as are in the best interests of the District and that are satisfactory to and approved by the District's Chief Executive Officer and the District's Chief Legal Officer.

Section 2. That this Board hereby authorizes the District to pay to the City of Cleveland, Department of Public Utilities any fees and charges authorized under the billing and collection services agreement, including monthly Billing Fees, which shall be computed by multiplying a Schedule Charge times the number of Sewer District accounts billed each month. The initial Schedule Charges for 2017 are as follows:

	Full Service (Read and Billing)	Meter Read Only	Stormwater Bill Only
O & M Operation/Cost	1.63	1.15	0.48
Capital	0.67	0.33	0.34
Total Schedule Charge	2.30	1.48	0.82

Section 3. That the initial Schedule Charges will be escalated annually January 1st each year, beginning January 1, 2018 and continuing through December 31, 2021 based upon the baseline O&M Costs and Capital Costs components.

Section 4. That the O&M Cost component shall increase annually during the initial billing fee period, based upon the application of the actual Cleveland-Akron Area Consumer Price Index for All Urban Consumers (CPI-U) of the preceding year to the baseline O&M Cost component.

Section 5. That City and the Sewer District agree to negotiate in good faith any additions to the Capital Cost component of the Billing Fee prior to the addition of such Capital Cost component to the total annual Billing Fee.

Section 6. That this Board further finds that the billing and collections agreement supports the District's core functions by providing effective external customer service and by maintaining and managing sustainable financial practices.

Section 7. That this Board hereby authorizes the Chief Executive Officer, at the request of the Chief Financial Officer, to execute all documents and do all things necessary to effectuate the terms and conditions of the agreement.

Section 8. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



On motion of Mr. Ciaccia, seconded by Mr. Sulik, the foregoing resolution was adopted with abstentions by Mr. Brown and Ms. Dumas on June 21, 2018.



Timothy J. DeGeeter, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT C

Exhibit "C" - Service Area Map

-  NEORS D Stormwater Service Area
-  NEORS D Sewage Service Area

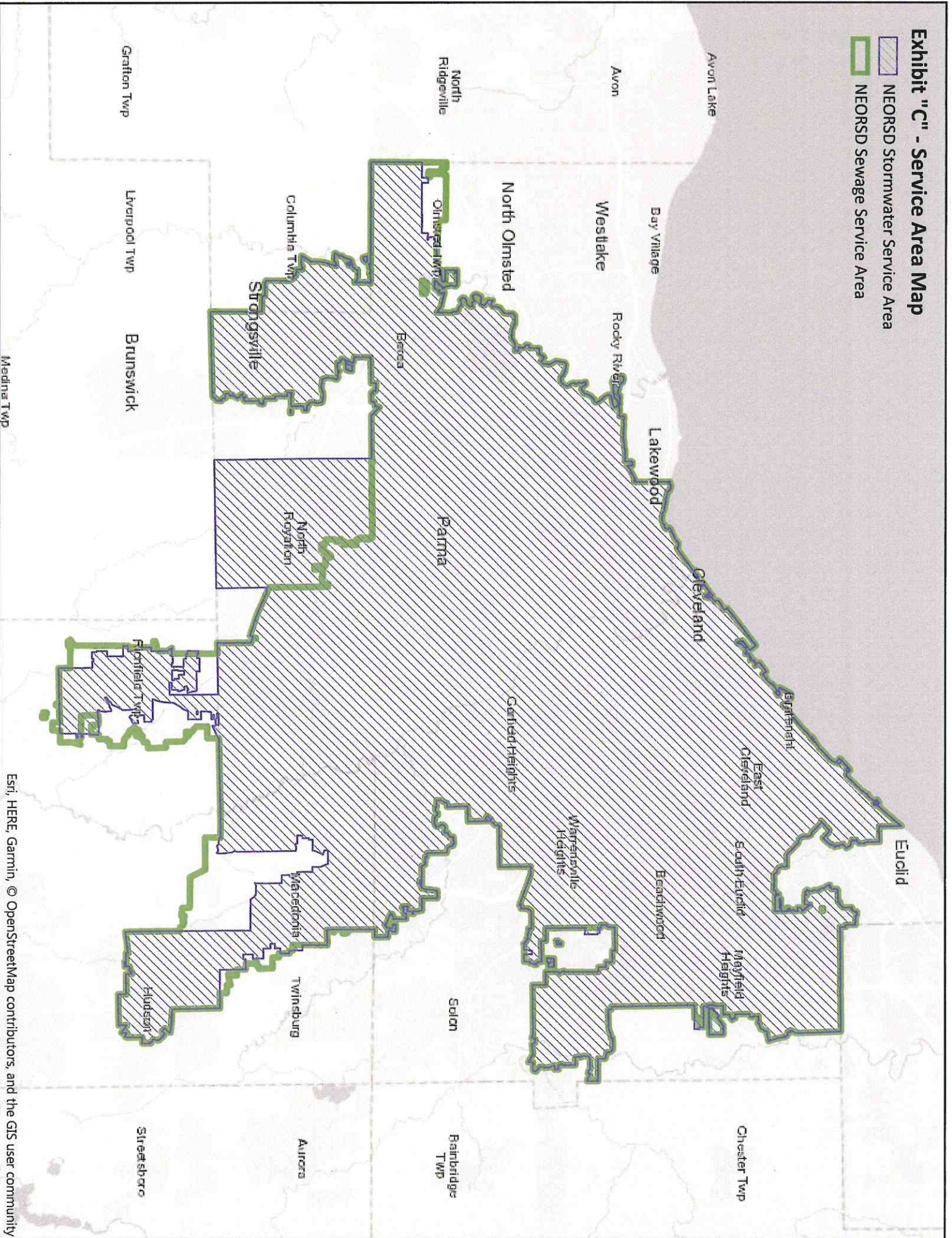


EXHIBIT D

Exhibit D

SCOPE OF SERVICES

1.0 General

The City shall provide any and all Services required under the Agreement and as set forth in this Scope of Services ("SOS"), including but not limited to:

- Water service meter reading and source billing data collection
- Billing preparation
- Payment processing
- Customer service
- Collections
- Data reporting
- Special billing arrangements

1.1 Scope of Services

The specific services to be performed by the City, and the understanding of the parties with respect to the manner of performance of these services, are as follows:

1.1.1 Water Service Meter Reading & Source Billing Data

1.1.1.1 Sewage Service Charges

The City shall read the water service meters throughout the contract service area as depicted in Exhibit "C" of the Agreement for the purpose of computing Sewage Service Charges for the Sewer District's Sewage Services for the term of this Agreement. Meters are owned and maintained by the City and shall not be read by the Sewer District for the purpose of computing charges for Sewage Service or any other purpose without the prior written approval of the Director. The Sewer District shall have the right to examine the City's meter reading records for any and all Sewer District accounts for the purpose of determining the accuracy of the City's metering equipment with reasonable notice given to the City.

1.1.1.2 Stormwater Fees

The Sewer District shall provide a master billing data file for upload into the City's Billing System that will provide the basis of calculation of the stormwater charges for all customers. The Sewer District will provide a weekly update file to the City that contains updates to customer's Stormwater billing information. The City shall provide the Sewer District a weekly file that contains updated customer Stormwater billing information in order to maintain consistency between the Sewer District's GIS and the CC&B billing system.

1.1.1.3 Other Sewer District Accounts

The Sewer District may have separate agreements for Sewage Service for communities that do not procure their water from the City. For these accounts, the Sewer District shall provide water consumption data to the City on a quarterly or monthly basis in order to compute the charges and the City shall bill for such services on behalf of the Sewer District.

1.1.2 Billing

The City shall bill the Sewer District's customers for Wastewater Services provided by the Sewer District resulting from its operation and maintenance of a regional Sewage and Stormwater

system as determined by the Board of Trustees of the Sewer District in accordance with the Northeast Ohio Regional Sewer District Code of Regulations.

1.1.2.1 Sewage Charges Calculation

Sewage Charges shall be made monthly using the actual monthly reading of the water service meter whenever available in accordance with Title 1 of the Northeast Ohio Regional Sewer District Code of Regulations. If an actual monthly meter reading is not available for an account which has a prior consumption history, the customer shall be charged for Sewage service based upon the customer's previous average water consumption. If an actual monthly meter reading is not available for an account which does not have a prior consumption history, the customer shall be charged for Sewage service based upon a standard estimate of monthly water consumption. The City shall give the Sewer District sixty (60) days prior written notice of any addition, amendment, or modification of the procedure for estimating monthly water consumption.

1.1.2.2 Stormwater Fee Calculation

Stormwater fees shall be calculated on a basis independent of water consumption. Stormwater fees shall be calculated monthly in accordance with Title V of the Northeast Ohio Regional Sewer District Code of Regulations. The Sewer District shall send a Stormwater Master Billing File to the City for the purposes of providing each customer's fee for this service. The fee will be based upon the amount of impervious surface on the customer's parcel. Each parcel will be assigned a number of Equivalent Residential Units (ERUs) in accordance with the fee schedules set forth in Title V.

1.1.2.3 Bill Presentation

The City shall prepare, address and deliver by mail or electronically combined or separate water and Wastewater Bills to all Sewer District customers. All Sewer District charges shall be presented in one section clearly designated for the Sewer District, and the charges shall be listed in separate lines for Sewage charges, Stormwater charges and other line items agreed upon such as special program savings. Local sewage charges for local sewer authorities within the contract service area shall be separately identified on the City water bill.

The Sewer District and the City have implemented separate bills for water and Wastewater Charges, in which case, the Wastewater Bill shall be branded with the Sewer District's logo only.

The City shall make provisions to include mail inserts with each printed bill, for an agreed upon cost and in a reasonable manner agreed upon by the City and the Sewer District.

1.1.3 Special Billing Arrangements

1.1.3.1 Communities with Summary Billing Agreements

For communities which have summary billing arrangements, the City shall prepare one quarterly or monthly bill for all residential customers for Sewage Services based upon the total metered water consumption at such rates established by the Sewer District. The City shall not be responsible for collection of any of the amounts billed but shall remit to the Sewer District any payments received along with the regular monthly remittance. Commercial accounts within these communities shall be billed directly by the City.

1.1.3.2 Communities with Special Billing Arrangements

For specific communities not served by the City, the Sewer District receives the meter reads from the respective community either for a portion or all of the community's accounts. The Sewer District shall verify the consumption information and may forward it to the City. In such case, the

City shall then enter this information in the Billing System and generate the bills for the referenced customers.

1.1.3.3 Sewer Use Code Special Billing Arrangements

The Sewer District shall notify the City in writing within fifteen (15) days of a decision by the Sewer District's Board of Trustees or its appointed Hearing Officer to grant a special billing arrangement in whole or in part as an adjustment of charges due and owing on a Wastewater Service account or to grant a special billing arrangement in whole or in part, of future charges for Wastewater Services. The City shall implement these special billing arrangements within sixty (60) days of notification. Decisions of the Board of Trustees are not applicable to a community's local Wastewater Charges except in the case of those billed and collected by the Sewer District and those which have been specifically authorized by the community.

1.1.3.4 Municipal Local Charges

Municipal Local Charges shall not be included on any Sewer District billings.

1.1.4 Payment Processing, Remittance and Invoicing

The City shall receive and process all payments of Wastewater Bills which it has delivered to Sewer District customers as part of the combined bill or Sewer District-branded bill referenced in Section 1.1.2.3 above.

1.1.4.1 Remittance and Invoicing

Monthly, the City shall pay to the Sewer District a sum which represents all charges of the Sewer District collected by the City during the preceding month and credited to customers' accounts.

The City shall invoice the District monthly on or before the 15th day of the month for the number of bills issued during the preceding month. The City will adjust the billing and collection fee invoice to the Sewer District by the number of suppressed bill accounts for that month.

1.1.4.2 Partial Payment and Priority

In the case of a combined bill, if partial payment of the total charges for water and Wastewater Services is received, the City shall apply the partial payment among the service agreements in accordance with a payment algorithm agreed to between the City and the Sewer District and based on the total amount of the debt and the age of the debt.

In the case of a separate bill, if partial payment is received on a Sewer District bill, the City shall proportionately apply payment to the total charges for the Sewage and Stormwater service agreements based on the total amount of the debt and the age of the debt.

Twice a year and prior to the March and September lien certification periods, the City will generate a list of active accounts with a credit balance on a customer's Water/Waste water account and a corresponding balance owed on the counterpart Water/Wastewater account. After a review of the list by the Sewer District and the City, the City will prepare and mail a letter to each agreed upon customer explaining the credit/balance owed situation. In addition, the letter will include language describing the steps the customer needs to take if they would like the credit balance transferred to the counterpart account. With respect to inactive accounts, the City will transfer funds annually between accounts with a credit balance on a customer's Water/Wastewater account and a balance owed on the counterpart water/Wastewater account.

1.1.4.3 Receipt of Funds from Customers by the Sewer District

The Sewer District shall forward to the City all payments received for charges due and owing on all service agreements maintained by the City within three (3) working days of receipt (except payments received as a result of the certification of delinquencies to the County Fiscal Officer for placement on the real property tax list and duplicate). The Sewer District shall provide a receipt to the customer as evidence of acceptance of the payment. The account will be monitored by the Sewer District's customer service personnel until the payment is processed and recorded to the Billing System. The payment stub shall be mailed by the Sewer District's Customer Service personnel to the customer as evidence that the payment has been recorded and posted to the customer's account. The City shall pay the amount back to the Sewer District in accordance with Section 1.1.4.1. The City shall make reasonable provisions to promptly attend to and receive payments from the Sewer District representative.

1.1.5 Billing and Customer Service

The City shall provide customer service staff to address complaints, inquiries, or objections arising out of the billing and collection of Wastewater Charges for the Sewer District, including specific aspects of the Sewer District's Wastewater Services and the determination of Wastewater Charges.

The Sewer District shall provide billing and customer service staff to process complaints, inquiries or objections referred to the Sewer District by the City or received directly by the Sewer District from its customers concerning the following matters:

1. the determination of Sewer District Wastewater Charges for Sewage and Stormwater services;
2. the certification of delinquencies by the Sewer District;
3. the granting of special billing arrangements in accordance with Title I of the Northeast Ohio Regional Sewer District's Code of Regulations;
4. the granting of special credits in accordance with Title V of the Northeast Ohio Regional Sewer District's Code of Regulations;
5. specific questions concerning the organization, operation and management of the Sewer District; and
6. complaints, inquiries, or objections arising out of the billing and collection of Sewage charges and/or Stormwater fees.

The City and the Sewer District agree that complaints, inquiries, or objections in the foregoing six (6) categories will be referred to the customer service staff of the Sewer District for processing.

The City and the Sewer District agree that appropriate staffing will be provided at all times during the term of the Agreement to adequately handle all customer service activities described in this Agreement. The City and the Sewer District further agree to provide sufficient training to the Sewer District's customer service staff on the City's Billing System to enable them to successfully address said customer inquiries, complaints or objections.

1.1.6 Collection

The City shall have the sole responsibility to take all necessary steps to collect current and delinquent charges on the Sewer District's Wastewater Service accounts on behalf of the Sewer District, including termination of water service and hiring of an agent for the collection of delinquent charges under terms negotiated by the City ("City's Collection Agent").

1.1.6.1 Delinquency Processing

These accounts shall remain with the City's Collection Agent for a period of up to nine (9) months for collection as configured in the City's Billing System. All funds collected by the City's Collection Agent and forwarded to the City shall be summarized on a monthly basis. Fees associated with the amount collected shall be assessed in accordance with the City's agreement with its Collection Agent. Funds collected shall be added to the Sewer District's monthly remittance with a listing of the respective fees deducted from the remittance. The City will provide the Sewer District with a monthly listing of Sewer District accounts which have been turned over to the City's Collection Agent. The City will also provide the Sewer District with a Collection Agent Activity Report listing Sewer District accounts successfully collected upon by the City's Collection Agent.

The City will provide the Sewer District with a detailed quarterly list of Sewer District accounts which have had their Water shut-off in the previous quarter. The report should include: Sewer District account number, premise number, service address, date of shut-off, and Sewer District account balance.

The City agrees not to compromise or forgive any current or delinquent charges on Wastewater Service accounts without prior written approval of the Sewer District's Chief Financial Officer except as expressly provided in Sections 1.1.6.2 and 1.1.6.3.

1.1.6.2 Payment Plans

The City is hereby authorized and shall have the right, without prior notification to the Sewer District, to enter into installment payment agreements with any customer of the Sewer District who has a delinquent charge due and owing on a Wastewater Service account. A monthly reporting of all installment payment plans shall be submitted to the Sewer District's Chief Financial Officer.

Adjustment of Accounts

The City shall have the right as the Sewer District's agent without notification to the Sewer District to adjust current and delinquent charges on Wastewater Service accounts for the following reasons:

1. incorrect meter readings;
2. incorrect calculation of charges including Wastewater charges;
3. incorrect preparation of a bill;
4. adjustments necessitated by the lack of a properly functioning water service meter; and
5. the existence of a water leak in accordance with Sections 535.29 and 125.03 of the Codified Ordinances of the City of Cleveland.

The City shall not adjust Sewer District accounts whose adjustment amount is \$25,000 or greater. The City will provide documentation pertaining to such adjustments to the Sewer District's Manager of Billing Services for review and submission to the Sewer District's Board of Trustees for approval. Once approved, the Sewer District will notify the City to process the approved adjustments to the customers' accounts.

In addition to the above, the City shall have the right to adjust current and delinquent charges on Sewage Service accounts without notification to the Sewer District during meter exchanges related to the City's Automated Meter Reading ("AMR") project. Meter exchanges must follow the City's Meter Read Correction Policy.

When the consumption of a water bill is adjusted for any of the above reasons, the District's Sewage Service bill shall likewise be adjusted consistent with the water bill.

The City shall obtain authorization by the District's Chief Executive Officer prior to granting any adjustments to Wastewater Service accounts for reasons not listed above.

Adjustments to Stormwater charges shall be authorized solely by the Sewer District.

The City shall report to the Sewer District all adjustments and partial payment overrides on a monthly basis.

1.1.6.3 Certification of delinquencies to the County Fiscal Officer (Cuyahoga and Summit Counties)

The City shall provide the Sewer District semi-annually, on or before May 1st and November 1st a list by municipality of all Sewer District accounts which may be certified in an amount and delinquent time period designated by the Sewer District.

The Sewer District shall provide the City a list of the accounts it intends to certify. The City shall recommend adjustments and corrections to the Sewer District's list due to any change in the status of the account and shall return the amended list of proposed certifications to the Sewer District by July 31st for the September certification and January 31st for the March certification of each year, at which time the City shall cease all collection activity on the accounts on the amended list. The Sewer District shall ensure that the amended list provided by the City is accurate before the Sewer District provides the information to the County Fiscal Officer.

The Sewer District may certify to the County Fiscal Officer any such delinquencies and shall immediately notify the City of such certification by sending the City a duplicate copy of the list of accounts sent to the County Fiscal Officer. The Sewer District may certify any accounts which appear on this list and shall hold harmless the City against any claim of unlawful certification unless such certification was an account on the list provided by the City.

In addition, the City shall have the right to refer other delinquencies to the Sewer District for certification to the County Fiscal Officer.

The City shall remove all certified delinquent amounts from Sewer District's accounts and transfer such amounts to District lien accounts within sixty (60) days for all accounts certified at each semi-annual process.

The Sewer District shall notify the City of payments received as a result of the certification process within sixty (60) days. This notice shall include the amount, date of the payment, and the account number to which the payment is to be applied. The City shall apply the payment(s) within thirty (30) days of the Sewer District's notification in accordance with the amounts certified.

The City shall notify the Sewer District to decertify any account involving a transfer of title to the Cuyahoga County Land Bank (CCLB), its successor, or assigns.

1.1.7 Billing System Data Reporting to the Sewer District

1.1.7.1 Financial Reporting

The City shall provide the Sewer District with the Sewage and Stormwater (where applicable) reports listed in Table 2 below. In the event that the report name(s) or format should change after the date of this Agreement, the relevant reports capturing the data included in those listed below shall be provided by the City to the Sewer District. The Sewer District may change the report frequency after providing notice to the City of the required frequency. The City's CC&B Programmer assigned to perform work related to Sewer District concerns, as described in Article

3 of the Agreement, shall work with the Sewer District in preparing any reports needed by the Sewer District, including those listed below.

Table 2. Financial Reports Required by the Sewer District

Report Name		Report Frequency
1.	R001B - Balance Detail (by Premise City Code)	Monthly
2.	R025 - Wastewater Unbilled Revenue	Monthly
3.	R027 - Consumption Threshold / Exception Report For WW Only	Monthly
4.	CM_EXCCOM - Excessive Consumption	Monthly
5.	MBSNET - Monthly and Daily Billing Sales Summary A summary of consumption, number of accounts, and dollar amounts billed for the Sewer District by service level and municipality	Monthly
6.	CM_INACTWWRECV - Inactive Receivable Report - Wastewater	Monthly
7.	Suppressed Wastewater Bill Report	Monthly
8.	R013 - Adjustments Detail Report A summary of adjustments to accounts which affect dollar sales and consumption, coded by reason for the adjustment (per 1.1.6.2)	Monthly
9.	R015 –Bill Register (Detail) for Wastewater Only and Bill Register (Detail) for Stormwater	As Requested by Sewer District
10.	R017 - Cancelled Bill Detail - Wastewater	Monthly
11.	R018 - Detailed Aging Report - Detail of Aged Receivable Balances An aged accounts list & summary by municipality of receivable balances for all Sewer District accounts	Monthly
12.	R018-O - Detailed Aging Report - Detail of Aged Receivable Balances – Liens and Bankruptcies	Monthly
13.	Suburban Consumption Report	Monthly
14.	Summer Sprinkling Report /Excel Worksheet	Monthly
15.	R026 - Agency, Assessments & Local Remittances A summary of cash collected by municipality showing type of charge to which the cash was applied	Monthly
16.	Lien Service Agreement Report	Monthly
17.	Bankruptcy SA Report	Monthly
18.	Sewer Consumption Analysis Report	As Requested by Sewer District
19.	BOD Surcharge	Monthly
20.	Foreclosure Report	Quarterly
21.	Number of Sewer District Accounts by City Code & Status Code	Quarterly
22.	SSCBOUTS Report	Monthly
23.	Free Sewage Report	Monthly

24.	Homestead Account Report	Monthly
25.	R020 - Lien Candidate Report	Annually
26.	Aged A/R reports at the customer account level, matching the existing report summarized by City Code (sewer and stormwater separately)	Monthly
27.	Detailed stormwater monthly transactions (billing/adjustments matching the Fiscal Control summary by city code query, payments/community cost-share matching R026 summary report by city code, stormwater credits by credit type)	Monthly
28.	Detailed sewage monthly transactions (billing/adjustments matching Fiscal Control summary by city code query, payments matching R026 summarized report by city code)	Monthly
29.	CC&B Data Extract	Quarterly
30.	Stormwater Premise Extract	Weekly
31.	Stormwater Unbilled Report	Monthly
32.	2016 and 2017 Billing/Meter Read data for District website project and data warehouse project	Daily
33.	2016 and 2017 Detailed stormwater monthly transactions to support District data warehouse project	Monthly
34.	2016 and 2017 Detailed sewage monthly transactions to support District data warehouse project	Monthly

1.1.7.2 Monthly Remittance Reports for Wastewater Accounts

The City shall send the Sewer District two monthly remittance reports on or before the 15th day of each calendar month: one for Sewage accounts and one for Stormwater accounts.

1.1.7.3 Ad-Hoc Reporting and Queries

The City shall provide the Sewer District in a timely manner with additional reports at the request of the Sewer District notwithstanding such reports may not be listed in Table 2. The Sewer District would need to provide the City with reasonable notice of such request and the DPU Chief Information Officer and the Sewer District's designated representative will evaluate and determine if such requested reports are technically feasible, and if they are technically feasible, and the Director or his designee approves, the City will make a good faith effort to fulfill such request.

1.1.7.4 Other Data Requests

The City shall provide the Sewer District, upon request and in a timely manner, with other data reports of extracts, including but not limited to data extracts that include specific information fields for all District accounts in the City's Billing System and in a format suitable for use by the Sewer District. The Sewer District would need to provide the City with reasonable notice of such request and the DPU Chief Information Officer and the Sewer District's designated representative will evaluate and determine if such requested reports are technically feasible, and if they are technically feasible, and the Director or his designee approves, the City will make a good faith effort to fulfill such request.

1.1.7.5 Access to Meter Reading Data

The City shall continue to provide online/real-time read-only access to the AMR meter read system to allow Sewer District staff to access daily and hourly meter read data on customer accounts for the purposes of customer service, water leak investigations, and other analysis and auditing needs.

1.2 Service Level Monitoring

The City and the Sewer District shall meet at least annually, but more frequently at the request of either Party, to review the performance of the Services required under this Agreement. A summary of the outcome of each review, including future actions to be taken, will be documented by the City and forwarded to the Sewer District's Chief Financial Officer for review and comment.

1.3 Disaster Recovery

The City shall maintain a disaster recovery system so that in the event of a disaster impacting the Billing System where the Billing System cannot function, measures are in place where all Billing System functions will be performed at an alternative site to be selected by the City. The City agrees to provide the Sewer District upon request with copies of disaster recovery policies and procedures and of the results of disaster recovery readiness exercises, subject to a written non-disclosure agreement signed by representatives of both sides.

2.0 Change Management

2.1 Billing System Changes

The City shall provide reasonable notice to the Sewer District of any planned changes to the Billing System configuration which may impact the production of bills or the reporting of Wastewater Billing and financial information. The City shall notify the Sewer District of any planned changes in the Billing System pertaining to water service accounts where there is a parallel configuration for Sewer District accounts.

The City shall include the Sewer District's Manager of Billing Services & Systems or his/her designee in any planning, design, implementation efforts and workgroups associated with Billing System changes related to Sewer District charges. The City agrees to include the Sewer District's authorized representatives in the final sign-off and approval of such changes prior to go-live or production rollout.

2.2 Validation Procedures

Any changes to the Billing System configuration requested by either Party shall be tested, validated by both Parties, and approved by the City's test team including Information Technology (IT) staff prior to implementation in the production system. The City and the Sewer District shall provide each other training and information sharing on issues that may impact day-to-day billing and collection operations and customer service activities.

2.3 Training Procedures

The City shall provide to Sewer District staff periodic training on the use of the Billing System and of any updates to it that may impact the day-to-day use by Sewer District staff authorized to use the Billing System.

The City and the Sewer District shall provide each other training and information sharing on issues that may impact day-to-day billing and collection operations and customer service activities.

3.0 Use of the Billing System by the Sewer District

For the term of this Agreement, the City agrees to provide the Sewer District read only access to use the City's Billing System and AMR Meter Read System through a web interface and via an Internet connection to the City's data network. The Sewer District shall be granted access to customer information. The Sewer District shall also have access to the bill image stored in the Billing System and all customer account documentation, including but not limited to, correspondence, property data, etc.

EXHIBIT E



Northeast Ohio Regional Sewer District
neorsd.org
Billing Questions: 216-664-3130

Your account is past due.

Page 1 of 1

ACCOUNT INFORMATION

ACCOUNT:

CUSTOMER NAME:

SERVICE ADDRESS:

BILLING DATE:

02/22/2018

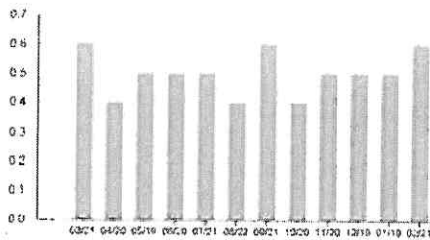
DUE DATE:

03/19/2018

Previous Balance	Payments (Credits)	Bill Corrections	Balance Forward	Current Charges	Total Amount Due
\$53.93	\$0.00	\$0.00	\$53.93	\$63.86	\$117.79

USAGE INFORMATION

Monthly Usage (in 1,000 cubic foot increments)



Meter Number	Previous Read			Current Read			Usage
	Date	Read	Type	Date	Read	Type	MCF
B-13207117	1/19/18	234	Act	2/21/18	240	Act	0.6

ACCOUNT ACTIVITY

Balance Forward \$53.93

Current Charges

Fixed Charge - 01-20-2018 to 02-21-2018 \$4.95

Sewage Charge - 0.600 MCF at \$89.60 per MCF \$53.76

Stormwater Charge \$5.15 per ERU for 1 month(s)

1.00 ERU, 01-23-2018 to 02-22-2018 \$5.15

TOTAL AMOUNT DUE \$117.79

IMPORTANT MESSAGE

PLEASE FOLD ON PERFORATION BEFORE TEARING - RETURN BOTTOM PORTION WITH YOUR PAYMENT

NEORSD-SH 11/15

Northeast Ohio Regional Sewer District
PO Box 94570
Cleveland, OH 44101



Account	Due Date	Total Amount Due
	03/19/2018	\$117.79

Amount Paid: \$

18057160005700001177903099

Please make check payable to:

Northeast Ohio Regional Sewer District
PO Box 94550
Cleveland, OH 44101-4550



EXHIBIT F

	Full Service	Meter Read Only	Stormwater Bill Only
O & M	\$ 1.63	\$ 1.15	\$ 0.48
Capital	\$ 0.67	\$ 0.33	\$ 0.34
Total Schedule Charge	\$ 2.30	\$ 1.48	\$ 0.82

Billing Fee Analysis

2015 Financial Information

Revised 5/22/2017

Direct Costs		CAS	IT	Cashiers	Cash Receipts	Accounts Receivable	Collections	Meter Reading	Meter Maintenance
Salaries		7,619,735	992,262		591,556	228,817			3,322,270
Benefits		3,060,043	352,593		279,470	72,443			1,391,074
Uniforms		26,000							
Vehicles		306,044	42,006						294,042
Telephone Charges		485,221	34,659		39,280	6,062			170,983
Postage		1,400,000							
Supplies		50,614				1,481			229,706
Occupancy		369,168	83,535		49,155	138,982			
Small Equipment									
Data Processing		1,684,269	4,571,194			291,234			269,649
Total		15,001,094	6,076,249	-	959,461	739,019	-	-	5,677,724
Read Only Operating Portion	50.0%		31.5%			31.5%			66.7%
Total		\$ 7,500,547	\$ 1,914,018		\$ -	\$ 232,791		\$ -	\$ 3,784,771

Indirect Costs		CFO's Staff	Accounting	Payroll	Total
Salaries		486,826	352,655		839,481
Benefits		120,004	130,062		250,066
Telephone Charges		5,051	16,174		21,225
Postage					
Supplies		68,247			68,247
Occupancy		40,728	37,920		78,648
Less: Indirect Costs associated with Water and CCP		(419,181)	(419,181)		(838,361)
Total		301,676	117,631	-	419,306
Read Only Operating Portion	25.0%		25.0%		
Total		\$ 75,419	\$ 29,408		\$ 104,827

Informational only, rate calc. is 50% of CAS, 66.6% of Meter Maint., 25% of Fiscal Indirect cost, 31.5% of IT/Acts Rec. plus CPI

2016 CPI Cleveland-Akron Area Actual Change	
2016 Rate Operating Portion per quarter	
2016 Rate Capital Portion per quarter *	
2016 Rate Operating Portion per month	Per Quarter
2016 Rate Capital Portion per month	
	Per Month

* See Billing Fee Capital Costs for calculation

ats
ition

<u>Capital</u>	
\$	18,116,352
\$	8,510,613
\$	2,714,896
\$	926,003
\$	87,000,000
\$	1,160,164
\$	118,428,028

<u>Full Costs-Capital Capital Cost Scenario</u>	<u>Read Only Costs-Capital Capital Cost Scenario</u>	<u>Bill Only Costs-Capital Capital Cost Scenario</u>
\$ 118,428,028	\$ 59,214,014	
0%	0%	
15	15	
\$ 7,895,202	\$ 3,947,601	
\$ 118,428,028	\$ 59,214,014	
		Full Costs-Capital
\$ 7,895,202	\$ 3,947,601	\$ 2.01
\$ 3,936,886	\$ 3,936,886	\$ (1.00)
		Bill Only Costs-Capital
		\$ 1.01
\$ 2.01	\$ 1.00	\$ 1.01
\$ 0.67	\$ 0.33	\$ 0.34

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF CLEVELAND

FOR

AGREEMENT
FOR THE BILLING AND COLLECTION
OF WASTEWATER SERVICE CHARGES
BETWEEN
THE CITY OF CLEVELAND
AND
THE NORTHEAST OHIO REGIONAL SEWER
DISTRICT

Total Approximate Cost: AS NECESSARY
PER AGREEMENT

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.



CHIEF FINANCIAL OFFICER

06/22/14

Date

The legal form and correctness of the within instrument are hereby approved.



CHIEF LEGAL OFFICER

06/22/15

Date



Municipal Broadband



What is Broadband?

Access to the internet via high-speed transfer of data from point to point. To be considered "broadband" the service MUST:

Download speeds of at least:

25 mbps

Upload speeds of at least:

3 mbps



How is broadband currently deployed in the community

1

- Only 1 major player providing true “broadband” service
- Infrastructure largely built utilizing coaxial cabling
- Residents and businesses frustrated with lack of options and competition

ESSENTIAL INTERNET



Power 5-7 devices at one time with this essential speed. This will give you a great internet experience without delays and buffering.

\$40⁰⁰
Per Mo.

Reg. Rate: \$69.99/mo.

ORDER

[Package Details](#)



What is Municipal Fiber Broadband Network?

Internet as a utility

- Similar in operations to Huron Public Power and Huron Water
- Fiber-optic citywide network
- Cost competitive option for all existing residents and businesses
- Affordable and technologically advanced access to extremely high-speed internet – 10X faster than “broadband” minimums



Fiber Optic Network

400%

Faster Download Speeds

*Assumes highest available package

19,990%

Faster Upload Speeds

*Assumes highest available package

A central graphic featuring a laptop screen with the text "1000 Mbps" and "Lets You Download ...". To the left of the laptop, there are two icons: a musical note and the text "25 Songs in 1 Second", and below that, the "HD" logo and "HD Movie in 36 Seconds". To the right of the laptop, there are two icons: a TV set and the text "TV Show in 3 Seconds", and below that, a video game controller icon and "Video Game in 3 Seconds".

- Improved reliability and less latency
- Maintains speed at long distances
- Data travels both ways at same speed
- Lines are more durable than coax



Advantages of Municipal Broadband

- Economic Development
- Community Development
- Revenue Diversification for City
- Improve Safety Services Operations
- Regional Collaboration
- WiFi Access at various Points of Interest
- Reduce costs for residents/businesses
- Futureproof community
- Reduce impacts of net neutrality

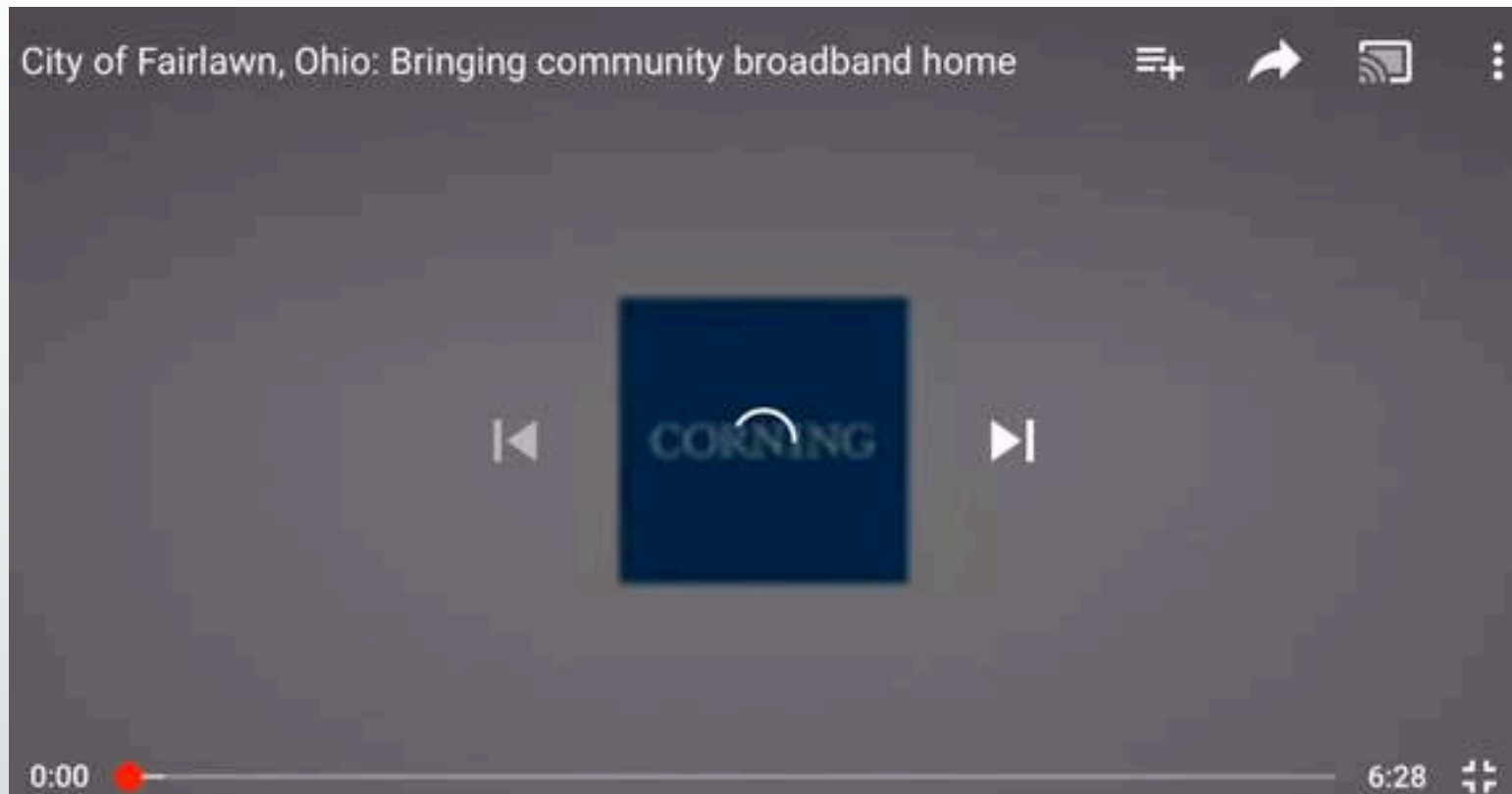


Challenges to Consider

- Costly endeavor
- Construction Logistics
- Legal battles
- Large time commitment
- Political implications
- Does not solve TV issue, however makes streaming much easier



Current Examples – Fairlawn Gig





Fairlawn Gig

3,800

- Subscribers in 2 years

Top 10

Fastest Internet Service
Provider in US

99.99%

Networks is always on!



Next Steps

RFP for Feasibility Study

- Anticipated cost: \$80-100k
- Timeline 2-4 Months
- Likely include for the 2020 Budget

Consideration of Establishing Utilities Subcommittee

- Review and oversee water, electric, and potentially broadband services

2018/2019 Capital Projects

Significant Projects completed in 2018 and More To Come in 2019 and Beyond

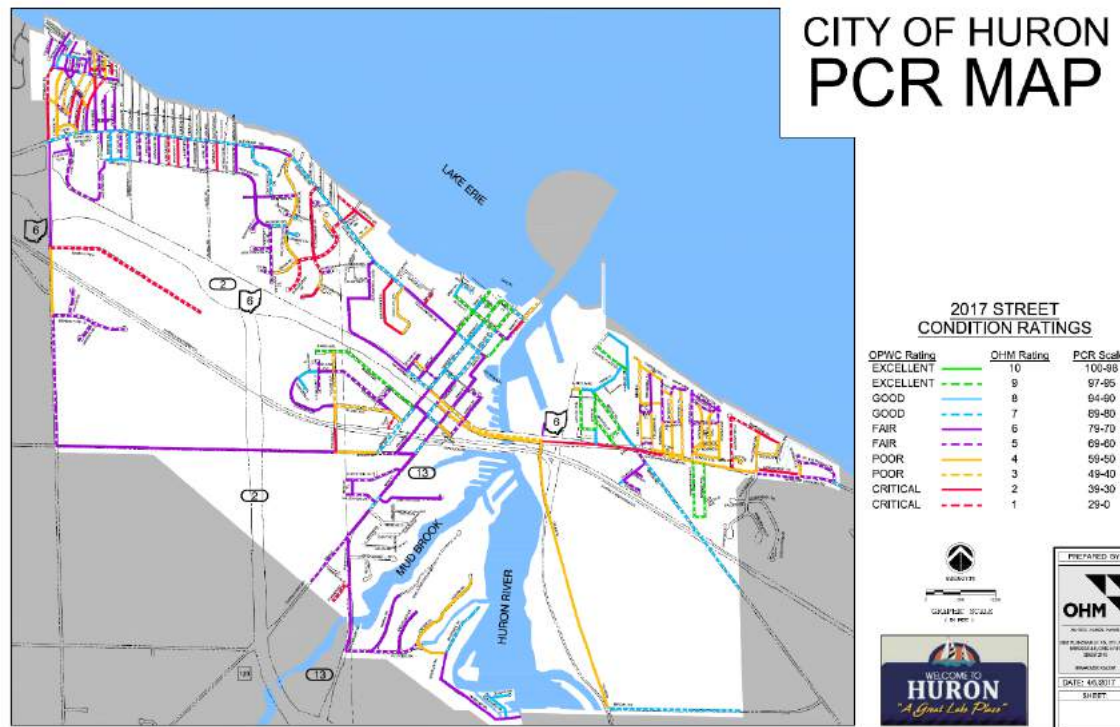




2018 / 2019 Paving Program

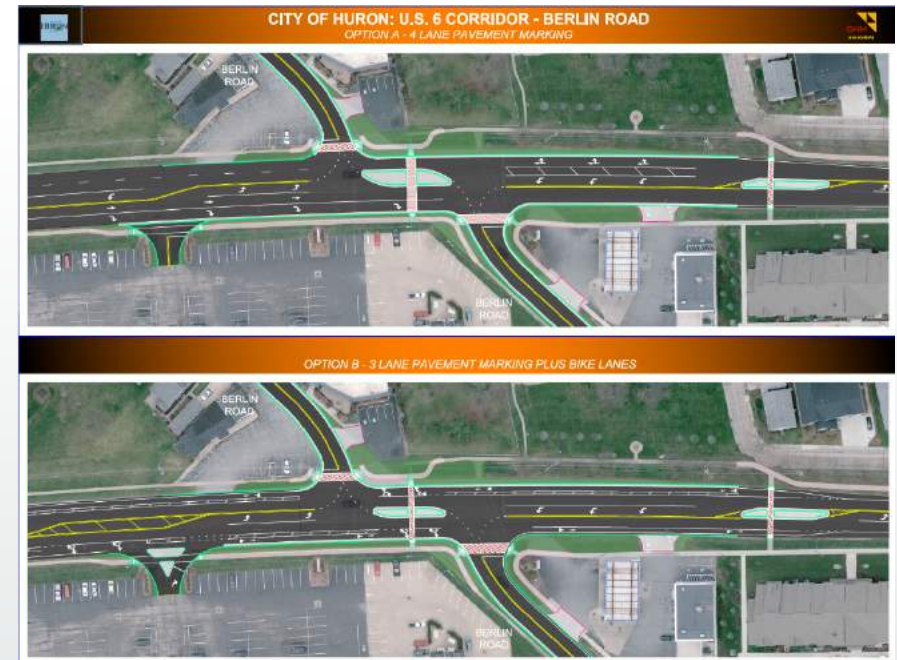
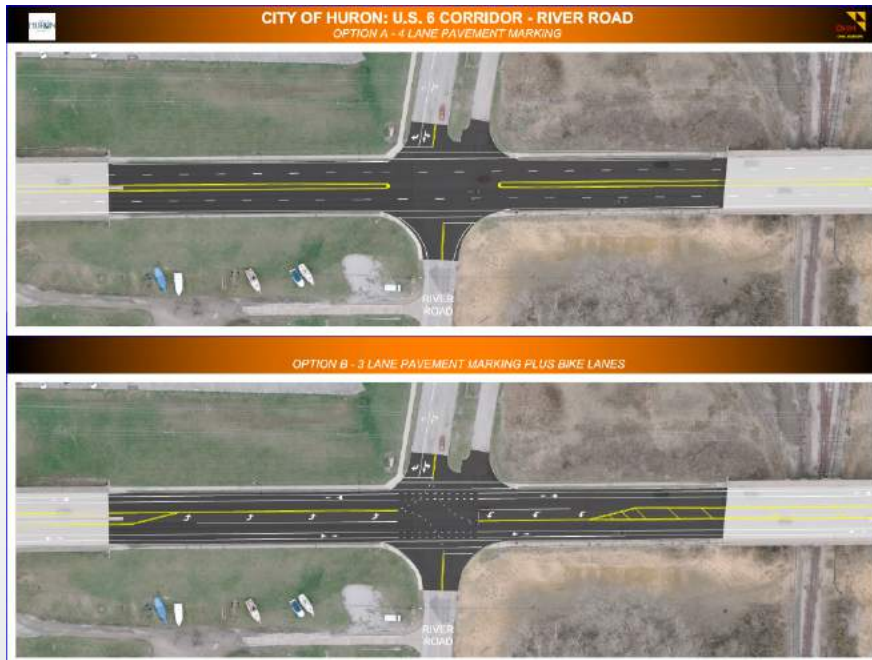
Paving Program - \$2.6 million investment in residential roads

- **Goal:** To improve the safety and driving ease for all of our citizens.
 - City established an objective rating scale in 2015 and scored every stretch of road within the Community (**Scores: 1-10. 10 is highest**)
 - Council objective: **Bring all city streets to 7 or higher**
 - Paving Program to be completed summer of 2019





Upcoming Projects (cont.)



US 6 Refurbish project

- **Goal:** Improve traffic flow and improve infrastructure quality on main thoroughfare
- **2-phase project to resurface all of US 6 from Eastern City Limits to Route 2 bypass.**
 - *Phase 1 to begin in 2020 and include Williams St. to Eastern City Limits*
 - *Elimination of traffic light at Berlin Road*
 - *Sidewalk improvements and safer Cleveland Road crossings*



US 6 Refurbish project (*cont.*)

- Phase 2 anticipated to begin in 2021.
 - Improve Center St. / Jim Campbell intersection
- Total project cost
 - Estimated: **\$4 million**
 - \$2.5 million phase 1
 - \$1.5 million phase 2
 - Paving portion of project is split 80/20 with the State via ODOT's Urban Paving Program
 - Additional \$350,000 grant for modification to the Berlin Road intersection





Upcoming Projects (cont.)

Sawmill Parkway

- **Goal:** To repair one of city's key roads for economic activity
 - *Road is in critical condition*
 - *Construction estimates still being finalized*
 - *City seeking grants to help with costs*
 - *Anticipate Start date: 2020 / 2021*



Safe Routes to School

- **Goal:** Safe sidewalks for school children
 - *City was awarded grant dollars for sidewalk installation along Cleveland Road West connecting the western subdivisions and Woodlands schools to the City Center and the High School/McCormick Middle School.*
 - *Start date: 2019*

Economic Development





Key Projects Underway



Mucci Farms

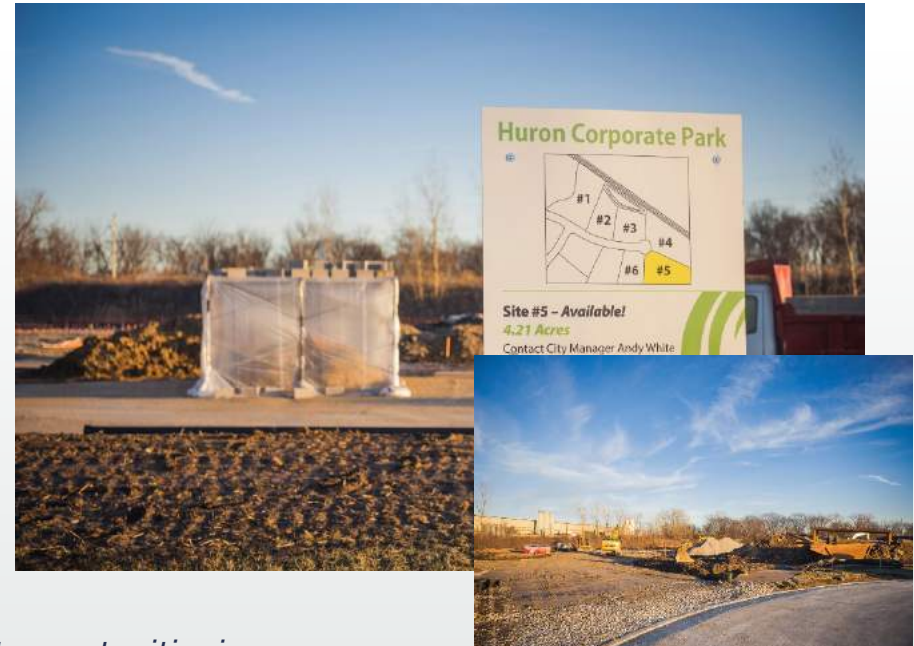
- 72 acre high-tech greenhouse
- \$70 million investment = **increase in property valuations**
- 200 jobs and estimated 80 indirect local jobs (source: TeamNEO) = **\$8.5 million annual payroll**
- Significant environmental efforts on site: water reclamation, composting, etc.
- Largest customer of Huron Public Power = **significant additional revenue for City**



Key Projects Underway

Ohio Patients Choice

- **Cultivation Center**
 - *Located on Rye Beach Road*
 - *75,000 sq. ft. high-tech greenhouse with additional space for offices, research and development, production, warehousing, and manufacturing.*
 - Built in 3 phases
 - Operational in Sept. 2018
 - \$20 million investment
 - *72 full-time jobs*
 - *Potential for additional economic development opportunities in surrounding area.*





Key Projects Underway

ConAgra re-development - Reset



Community Development Projects





Com. Dev. Projects

Huron Fire Department Services Agreement with Huron Township

- Modified to include:
 - *Expansion of Department from 12 to **15 full-time firefighters/paramedics***
 - *Revised Cost share agreement (**50/50 split**)*
 - *Manning of Station 2 (**reduced call times throughout the Township**)*
 - *Investment in Station 2*





Com. Dev. Projects (cont.)

Lighthouse and Pier

- Discussions with federal agencies on modifications to:
 - *Lighting*
 - *Art*
 - *Walk improvements*
 - *Quality of life assets*

