



NORWOOD, OHIO

Ordinance No. 41 20 19

**ORDINANCE AUTHORIZING THE SERVICE-SAFETY DIRECTOR TO SIGN "EXHIBIT 1", PRESSURE REGULATING VALVE MAINTENANCE AGREEMENT BETWEEN THE CITY OF NORWOOD AND THE CITY OF CINCINNATI TO MAINTAIN THE CITY OF NORWOOD WATER SYSTEM, AND DECLARING AN EMERGENCY.**

**WHEREAS**, since May 23, 1989, Cincinnati has been selling wholesale treated water to Norwood through five master meters along the Norwood-Cincinnati corporation lines; and

**WHEREAS**, since July, 2019, Cincinnati and Norwood have been collaborating to cause Norwood's Water System to be properly maintained, and coordinated with Cincinnati's water delivery system so Norwood's two water storage tanks could serially and safely be emptied, cleaned, inspected, maintained and returned to service, without water service disruptions; and

**WHEREAS**, Norwood is in need of biannual and other maintenance services for its water system, as described in the attached "Exhibit 1" Pressure Regulating Value Maintenance Agreement; and, Cincinnati has the specialized expertise and skilled labor, materials and equipment to provide this maintenance in a way that allows the wholesale treated water to flow from Cincinnati to Norwood and to Norwood's residential, commercial and industrial water customers, seamlessly and safely; now, therefore,

**BE IT ORDAINED** by the Council of the City of Norwood, State of Ohio, that:

**SECTION 1.** The Service-Safety Director is authorized to sign the attached "Exhibit 1", Pressure Regulating Value Maintenance Agreement, which states the Scope of Services in its Exhibit A, and Compensation in its Exhibit B, for a term of twelve months, renewable for up to four years.

**SECTION 2.** The Norwood City Auditor is authorized to draw, and the Norwood City Treasurer is authorized to pay, warrants in the amounts and according to the terms of the attached Exhibit 1.

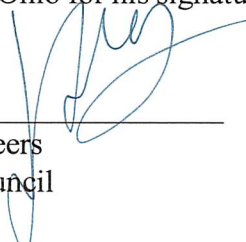
**SECTION 3.** This ordinance is hereby declared to be an emergency ordinance and a measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall go into effect forthwith. The reason for said emergency is the necessity to systematically and regularly maintain the City of Norwood's water system so that the supply of treated water can remain safe for all its uses.

PASSED November 26, 2019  
Date

Donna M. Laake  
Donna M. Laake  
President of Council

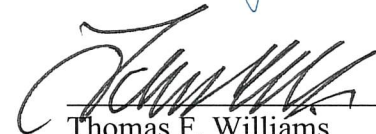
**ATTEST:**

Joseph S. Geers, the duly appointed Clerk of Council, attests that this ordinance was passed at a regular/special meeting of Norwood City Council on the 26<sup>th</sup> day of November, 2019 in compliance with the rules of Norwood City Council and the laws of the State of Ohio. The foregoing ordinance was submitted to the Mayor of the City of Norwood, Ohio for his signature on the 3 day of ~~November~~, 2019.  
December

  
\_\_\_\_\_  
Joseph S. Geers  
Clerk of Council

**APPROVED** \_\_\_\_\_

12/3/19  
Date

  
\_\_\_\_\_  
Thomas F. Williams  
Mayor

**CERTIFICATION OF PUBLICATION:**

Joseph S. Geers, the duly appointed Clerk of Council, attests that this Ordinance was published in the \_\_\_\_\_ on \_\_\_\_\_ and \_\_\_\_\_.  
(Name of Newspaper) (date) (date)

\_\_\_\_\_  
Joseph S. Geers  
Clerk of Council

**ORDINANCE READINGS**

1<sup>st</sup> Reading 11/18/19  
Date

2<sup>nd</sup> Reading 11/18/19  
Date

3<sup>rd</sup> Reading 11/26/19  
Date

All 3 Readings \_\_\_\_\_  
Date

Tabled \_\_\_\_\_  
Date

Vetoed \_\_\_\_\_  
Date

Contract no. \_\_\_\_\_

**PRESSURE REGULATING VALVE MAINTENANCE AGREEMENT**  
(City of Norwood Water System)

This *Pressure Regulating Valve Maintenance Agreement* ("**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereto) by and between the CITY OF NORWOOD ("**Norwood**"), an Ohio municipal corporation whose address for the purposes of this Agreement is 4645 Montgomery Road, Norwood, Ohio 45212, and the CITY OF CINCINNATI ("**Cincinnati**"), an Ohio municipal corporation, whose address for the purposes of this Agreement is c/o Greater Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.

RECITALS

- A. Norwood owns and operates the City of Norwood City Public Water Distribution System ("**Norwood System**"), a public water system as defined by Ohio Revised Code Chapter 6109 and regulated by Ohio Environmental Protection Agency ("**Ohio EPA**"). Except as otherwise provided by contract, Norwood is solely responsible for retail water distribution within Norwood jurisdictional boundaries, including maintaining water quality and the distribution system facilities to Ohio EPA requirements.
- B. Cincinnati, through its Greater Cincinnati Water Works (GCWW), owns and operates the Cincinnati Public Water System, an ORC Ch. 6109 public water system regulated by Ohio EPA. Pursuant to Ohio Constitution Article XVIII Sections 4 and 6, the Cincinnati owns and operates the Cincinnati Public Water System that supplies water to the City of Cincinnati and surrounding areas.
- C. Pursuant to a *Contract* between Cincinnati and Norwood dated May 23, 1989, Cincinnati sells wholesale water to Norwood. GCWW delivers treated water to the Norwood System at master meters at the Norwood-Cincinnati border. Cincinnati does not have any obligations under the *Contract* with Norwood for maintenance or operation of the Norwood System.
- D. Norwood is in need of services to provide biannual and other maintenance of Norwood System pressure regulating valve (PRV) stations (the "**Services**" as described in more detail herein) and has requested that Cincinnati provide such services.
- E. GCWW is skilled in performing PRV and other maintenance on the GCWW system and can efficiently provide such Services to Norwood.
- F. Cincinnati is authorized to enter into this Agreement pursuant to Cincinnati Municipal Code 401-90(d).
- G. Norwood is authorized to enter into this Agreement pursuant to Norwood Codified Ordinance 139.01(b) and Chapter 3745 of the Ohio Administrative Code.

**NOW THEREFORE**, in consideration of the mutual promises and obligations herein, the parties agree as follows:

1. **Operator-of-Record.** At all times during the term, Joe Geers, the Norwood System's current Operator-of-Record, or other designated Norwood employee shall be the recognized and designated Operator-of-Record for all purposes including Ohio EPA regulatory compliance, with responsibilities of operator-of-record, including but not limited to those listed as Norwood Responsibilities on Exhibit A (Scope of Services) attached hereto and made a part hereof.
2. **Services.** Cincinnati agrees to provide the Services (as further detailed in *Exhibit A -Scope of Services* hereto) to Norwood System under this Agreement ("**Services**").
3. **Term.** The initial term of this Agreement shall commence upon the Effective Date and expire on the date twelve (12) months following the Effective Date. Unless written notification is provided to the other party no less than thirty (30) days prior to the end of the then current term in accordance with the Notice section hereof, this Agreement shall automatically renew for up to three (3) additional 12-month renewal terms (for a total of up to four (4) years). Either party may terminate

this Agreement early by providing 24 hours advance written notice to the other party in accordance with the Notice section hereof.

4. **Compensation.** For each 12 month period during the Term, Norwood shall certify the amount listed below, being the not-to-exceed amount to be paid to Cincinnati for direct cost of labor and materials for the Services rendered during the indicated year as further detailed in *Exhibit B (Compensation)* attached hereto.

Year 1 \$22,200.00

Year 2 \$22,725.00

Year 3 \$23,268.38

Year 4 \$23,830.77

Cincinnati will submit to Norwood detailed invoices for the Services provided, and Norwood shall pay Cincinnati within 30 days of the date of receipt of such invoice.

5. **Compliance with Laws, Agreements, Regulations, and Programs.** Norwood shall be responsible for obtaining and maintaining all permits, licenses, and other governmental approvals legally required or necessary to perform the Services and for complying with all applicable federal, state, county, city and local statutes, ordinances, regulations, and rules, including, without limitation, those of the State of Ohio and the County of Hamilton.
6. **Insurance.** Throughout the Term of this Agreement, Norwood shall secure and maintain Commercial General Liability Insurance for claims for bodily injury, death, or property damage in connection with the activities under this Agreement, with no less than a combined single limit for bodily injury and property damage liability of a minimum of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. The coverage in favor of Cincinnati shall be primary and noncontributory and shall apply even if the loss is caused by the sole or contributory negligence of Cincinnati. Cincinnati shall be named as an additional insured and the policy shall contain a waiver of subrogation in favor of Cincinnati and a requirement for insurer to notify Cincinnati in writing of cancellation or modification of the policy. Norwood shall provide a certificate of insurance to Cincinnati at execution of this Agreement. The requirements in this paragraph 6 may be satisfied through the City of Norwood's membership and participation in the Public Entities Pool of Ohio, a local government risk pool, administered by Public Entity Risk Services of Ohio (PERSO) 6500 Taylor Road, Blacklick, Ohio 43004, in the amounts referred to in this paragraph, and its naming Cincinnati as stated above.
7. **Assignment.** Neither party shall have the right to assign or otherwise transfer or encumber any interest, rights or obligations in this Agreement in whole or in part, whether by contract, operation of law or otherwise, to any third party, without the prior written consent of the other party. Any attempt to assign or transfer without such prior written consent shall be void and of no effect and shall constitute a breach of this Agreement.
8. **Limitation of Liability.** To the maximum extent permitted by law, Norwood shall release and hold harmless Cincinnati, its directors, officers, agents, and employees harmless from and against any and all claims, liens, demands, proceedings, investigations or causes of action against them, and any and all losses, damages, settlements, costs, charges, fines, penalties, legal fees, professional fees, or other expenses or liabilities of every kind and character awarded against, imposed upon, or incurred by Norwood arising out of Cincinnati's provision of Services pursuant to this Agreement. The parties agree and acknowledge that Cincinnati does not have any information regarding the Norwood System and is relying on Norwood to provide historic and other information in order to perform the Services under this Agreement. Norwood shall be responsible for any and all losses, damages, liabilities, or claims arising from its own negligence or its failure to comply with the terms of this Agreement.
9. **Disclaimer.** It is understood between the parties that Cincinnati is not the manufacturer of the equipment provided pursuant to this Agreement and that no warranty, including against patent or latent defects in material, workmanship or capacity, is given, nor that said equipment will meet the requirements of any particular use, law, rule, specification or contract which provides for specific

machinery or apparatus or special methods. Norwood understands and agrees that the equipment is provided with no representation or warranty, express or implied. Cincinnati makes no warranty of any kind, express or implied, and all implied warranties, including but not limited to fitness for a particular purpose, are hereby disclaimed by Cincinnati and excluded from this Agreement.

10. **Notices.** All notices required under this Agreement shall be personally served or sent by U.S. mail, postage prepaid, addressed to the parties at the address first noted above. If Norwood sends a notice to Cincinnati alleging default of this Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, and Cincinnati, OH 45202.
11. **Survival.** Sections 4, 8, 9, and 16 herein shall survive expiration or termination of this Agreement.
12. **Waiver.** This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
13. **Amendment.** This Agreement may be modified or amended only by a written contract duly executed by the parties hereto or their representatives.
14. **Entire Agreement.** This Agreement and the Exhibits attached hereto contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
15. **Severability.** This Agreement shall be severable, so if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
16. **Law to Govern; Joint Preparation.** This Agreement is entered into and is to be performed in the State of Ohio. Norwood and Cincinnati agree that the laws of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties under and related to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party.
17. **Forum Selection.** The Parties acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto. However, in the event that any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Ohio.
18. **Counterpart and PDF Signatures.** This Agreement may be executed in counterparts, and a facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.
19. **Official Capacity.** None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of either Party in other than his or her official capacity.
20. **Exhibits.** The following Exhibits are attached hereto and made a part hereof:

Exhibit A – Scope of Services

Exhibit B – Compensation

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates reflected below, effective as of the later of such dates (“Effective Date”).

**[SIGNATURE PAGES FOLLOW]**

CITY OF NORWOOD

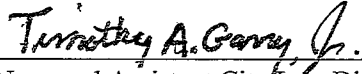
By: 

Printed name: JOSEPH C. BEARD

Title: DIRECTOR

Date: 12-9-19, 2019

APPROVED FOR LEGAL SUFFICIENCY



Norwood Assistant City Law Director

CERTIFICATION OF FUNDS

Date: 12/9/2019

Funding: FUND 50 WATER

Amount: 2020, \$22,200

  
Norwood Finance Director

[CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI,

By: \_\_\_\_\_

Patrick Duhaney, City Manager

Date: \_\_\_\_\_, 201\_\_

Recommended by:

\_\_\_\_\_  
Cathy B. Bailey, Director, Greater Cincinnati Water Works

Approved as to Form:

\_\_\_\_\_  
Cincinnati Assistant City Solicitor



## Exhibit A – Scope of Services

### 1. Services Overview

GCWW will perform biannual (Spring and Fall) maintenance on PRVs in the Norwood System. PRV maintenance will be scheduled with the Norwood System Operator-of-Record in advance so that both GCWW and Norwood are available and ready to perform the maintenance. All work will be done by GCWW shall be under the direction and with the approval of the Norwood System Operator-of-Record. PRVs to be maintained include:

- Location 1 PRV Station – this station contains two 8” PRVs in a parallel configuration
- Location 2 PRV – this station contains two 8” PRVs in a parallel configuration
- Location 3 PRV - this station contains two 8” PRVs in a parallel configuration.
- Location 4 PRV – this station contains one 10” PRV
- Location 5 PRV – this station contains one 6” PRV

### 2. Work Included in Spring Maintenance Detail

- The PRVs will be removed from service, disassembled, inspected, and rebuilt with new consumable parts.
- New elastomer kits will be installed in the actuator and the pilot circuit.
- GCWW will provide consumable parts from PRV Crew’s inventory.

### 3. Work Included in Fall Maintenance Detail

- The PRVs will be removed from service, disassembled, inspected and tested. Consumable parts will only be replaced if necessary.

### 4. Work Included in both Spring and Fall Maintenance Details

- Check backflow devices for proper operation.
- GCWW will set traffic pattern(s) and provide all necessary cones and safety signs.
- GCWW will gauge and verify pressures before, during, and after the service work.
- PRVs will be serviced and tested following GCWW’s PRV Preventative Maintenance Procedure.
- GCWW will detail its findings and provide to Norwood Water Operator of Record.

### 5. Prior to PRV maintenance being performed, Norwood shall:

- Provide the requested pressure settings and designate the lead PRV (for dual PRV stations).
- Provide detailed print of service area including isolation valves and hydrants to operate for testing.
- Ensure clear access is available in PRV station chamber/vault (e.g., clear of water, debris, etc.).
- Post no parking signs when applicable.
- Notify any customers of possible service interruptions 24-48 hours in advance.
- Notify Norwood Fire Department of service work.
- Identify, locate and exercise the downstream isolation valve.
- Identify, locate and exercise hydrants for testing.

6. During the PRV maintenance, Norwood shall:

- Isolate downstream watermain to remove all possible consumers within testing area from the line during the testing period.
- Gauge and verify pressures before, during, and after service work.
- Perform all necessary system valve and hydrant operations.

## Exhibit B – Compensation

### Compensation Overview

- All work performed by GCWW to be billed as time and material
- Labor rates will be billed at current labor contract hourly rates and benefits in accordance with Cincinnati Union contract. Estimate below includes 3.5%/yr labor rate increase
- Materials billed at GCWW cost plus +5%.
- Equipment rate billed at \$100 per location visit
- Estimated Annual Cost for scope of work:

Year	1	2	3	4
Labor	\$ 15,000.00	\$ 15,525.00	\$ 16,068.38	\$ 16,630.77
Materials	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00	\$ 4,200.00
Equipment	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Contingency (10%)	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
<b>TOTAL</b>	<b>\$ 22,200.00</b>	<b>\$ 22,725.00</b>	<b>\$ 23,268.38</b>	<b>\$ 23,830.77</b>

### Estimated Costs and Location Details

- **Location 1 Station** Estimated time = 10 hours per season
- Contains 8" 720 Bermad (2)
- Service work must be performed at night due to location and traffic control.
- Staff Required:
  - (1) Plant Maintenance Specialist (performs service work)
  - (2) Plant Maintenance Workers (1 for traffic control 1 for confined space procedures)
  - (1) Plant Maintenance Supervisor
- Estimated Cost
  - Fall
    - Labor = \$1,954.07
    - Materials = \$28.77
    - Equipment = \$100
  - Spring
    - Labor = \$1,954.07
    - Materials = \$995.52
    - Equipment = \$100
  - Total = \$5,132.43

- **Location 2 Station**
  - Estimated time = 10 hours per season
  - Contains 8" 720 Bermad (2)
  - Service work must be performed at night due to location and traffic control.
  - Staff Required:
    - (1) Plant Maintenance Specialist (performs service work)
    - (2) Plant Maintenance Workers (1 for traffic control 1 for confined space procedures)
    - (1) Plant Maintenance Supervisor
  - Estimated Labor Cost
    - Fall
      - Labor = \$1,954.07
      - Materials = \$28.77
      - Equipment = \$100
    - Spring
      - Labor = \$1,954.07
      - Materials = \$995.52
      - Equipment = \$100
    - Total = \$5,132.43
  
- **Location 3 Station**
  - Estimated time = 10 hours per season
  - Contains 8" 720" Bermad (2)
  - Area must be posted No Parking.
  - Staff Required:
    - (1) Plant Maintenance Specialist (performs service work)
    - (1) Plant Maintenance
    - (1) Plant Maintenance Supervisor
  - Estimated Labor Cost
    - Fall
      - Labor = \$1,478.28
      - Materials = 28.77
      - Equipment = \$100
    - Spring
      - Labor = \$1,478.28
      - Materials = \$955.52
      - Equipment = \$100
    - Total = \$4,140.86
  
- **Location 4 Station**
  - Estimated time = 6 hours per season
  - Contains 6" 720 Bermad (1)
  - Staff Required:
    - (1) Plant Maintenance Specialist (performs service work)
    - (1) Plant Maintenance

- (1) Plant Maintenance Supervisor
  - Estimated Cost
    - Fall
      - Labor = \$886.97
      - Materials = \$28.77
      - Equipment = \$100
    - Spring
      - Labor = \$886.67
      - Material = \$356.37
      - Equipment = \$100
    - Total = \$2,359.08
- **Location 5 Station**
  - Estimated time = 8 hours per season
  - Contains 10" 720 Bermad (1)
  - Gas station at Madison and Edwards will be out of water.
  - Staff Required:
    - (1) Plant Maintenance Specialist (performs service work)
    - (1) Plant Maintenance
    - (1) Plant Maintenance Supervisor
  - Estimated Cost
    - Fall
      - Labor = \$1,182.63
      - Materials = \$28.77
      - Equipment = \$100
    - Spring
      - Labor = \$1,182.63
      - Materials = \$741.72
      - Equipment = \$100
    - Total = \$3,335.75