

TITLE

AN ORDINANCE FOR THE PURPOSE OF AUTHORIZING THE MAYOR AND THE DIRECTOR OF PUBLIC SERVICE AND SAFETY, FOR AND ON BEHALF OF THE CITY OF WARREN, TO ENTER INTO AN AGREEMENT(S) WITH THE MAYOR OF THE VILLAGE OF LORDSTOWN, OHIO TO PROVIDE FOR OPERATION AND MAINTENANCE OF THE SEWER SYSTEM FOR THE VILLAGE OF LORDSTOWN SANITARY SEWER DISTRICT'S EAST SIDE SANITARY, PHASE I, AND DECLARING AN EMERGENCY.

ORDINANCE NO. 12643/16

WHEREAS, sewage flows generated in the Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I are transported in Village-owned, operated and maintained sewer systems until being metered prior to their entry into the sewerage system owned, operated, and maintained by the City of Warren; and

WHEREAS, the sewage flows from said East Side Sanitary, Phase I are metered as they enter the sewerage system owned by the City; conveyed to treatment; and treated at the City of Warren Water pollution Control Center pursuant to standards promulgated by the Ohio Environmental Protection Agency (OEPA) and the United States Environmental Protection Agency (USEPA); and

WHEREAS, both the Village of Lordstown and the City of Warren are desirous of having the City operate and maintain the facilities for the collection, pumping, and transport of domestic, commercial, and industrial sewage from sewered portions of the Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I; NOW THEREFORE

BE IT ORDAINED by the Council of the City of Warren, State of Ohio:

Section 1: That the Mayor and Director of Public Service and Safety be, and hereby are, authorized, for and on behalf of the City of Warren, to enter into a written agreement(s) with the Village of Lordstown, Ohio, to provide for operation and maintenance of the Sewer System for the Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I.

Section 2: That any such agreement(s) as provided for in Section 1 of this Ordinance shall be in substantial compliance and conformity with the "AGREEMENT" which is attached hereto as Exhibit "A", and the terms and conditions of said attached "AGREEMENT" being hereby approved and authorized by this Council. Said Exhibit "A" is hereby incorporated herein, for all purposes, as if fully rewritten herein.

Section 3: That the agreement(s) shall first be approved by the Law Director, and the City Auditor be, and hereby is, authorized to disburse said funds upon receipt of proper vouchers, signed by the proper persons, for the stated purpose and for no other purpose.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, welfare and safety, and for the further reason that the integrity of the City of Warren's public water supply, treatment and distribution system may be more fully insured at the earliest possible time and without undue delay. WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed in Council this 16TH day of MARCH, 2016.

SIGNED:  ATTEST: 
PRESIDENT OF COUNCIL CLERK

FILED WITH THE MAYOR: 3-16-16

DATE APPROVED: 3-16-16


MAYOR, CITY OF WARREN, OHIO

Agreement
Between the City of Warren, Ohio and the Village of Lordstown, Ohio
For Treatment of Flow from and Operations and Maintenance of the
Sewer System for the Village of Lordstown
Sanitary Sewer District's East Side Sanitary, Phase I

THIS AGREEMENT, made and entered into at Warren, Ohio, this _____ day of _____, 2016, by and between the City of Warren, Ohio, (hereinafter referred to as "the City") and the Village of Lordstown, Ohio, (hereinafter referred to as "the Owner"), the City being authorized to act by Ordinance No. _____, passed by its Council and signed by its Mayor on _____, 2016, and the Owner being authorized to act by Ordinance _____, passed by its Council and signed by its Mayor on _____:

WHEREAS, all sewage flows generated in the Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I as shown on the attached Exhibit "A" are transported in Village-owned, and currently Village-operated and maintained sewer systems until being metered prior to their entry into the sewerage system owned, operated, and maintained by the City; and

WHEREAS, the sewage flows from said East Side Sanitary, Phase I are metered as they enter the sewerage system owned by the City; conveyed to treatment; and treated at the City's Water Pollution Control Center pursuant to standards promulgated by the Ohio Environmental Protection Agency (OEPA) and the United States Environmental Protection Agency (USEPA); and

WHEREAS, both the Owner and the City are desirous of having the City operate and maintain the facilities for the collection, pumping, and transport of domestic, commercial, and industrial sewage (hereinafter referred to as the "Sewer System") from sewerred portions of the Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I.

WHEREAS, the Owner and the City, acting pursuant to Article XVIII of the Ohio Constitution, are fully authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the premises and the promises contained herein, it is mutually agreed by and between the City and the Village as follows:

1. This Agreement shall be, and is, effective as of _____, 2016, and shall, and does, apply to all of the area within the limits of the said Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I as described above and shown on the attached Exhibit "A".

2. The metered monthly flow as determined by the meter located on Highland Ave less the backflow amount shall be billed at a rate as determined by the calculations contained in the master meter agreement between the City and the Trumbull County Sanitary Engineer's Office for their Lordstown Satellite Sewer.

3. The City will assist in the operation and maintenance of the Sewer System within said Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I. The Sewer System shall be defined as the sanitary sewer mains, manholes, force mains, and lift stations and appurtenances. The Sewer System shall also include the grinder pumps, controller, and basin with appurtenances contained there within, and immediate connections to the grinder basin. Work outside the sewer mains and public right-of-way will be limited to grinder pumps under the jurisdiction of the Owner. The maintenance of the grounds upon which the Sewer System is located shall remain the responsibility of the Owner.

4. Recognizing that the Village's East Side Sanitary Sewer will approach its hydraulic capacity by July 2018 to collect and convey daily wastewater flows from within the Village's East Side Sanitary Sewer system to the City of Warren Water Pollution Control Plant, the City shall provide O&M service to the Village within a reasonable period of time given the following severity of circumstances

Response Category 1 – Pump Station, Forcemain, Gravity Sewer O&M – Alarm received by Village and then sent to Warren WPCF staff. On pump station power failure, pump station high water alarm, or possible break in forcemain or gravity sewer; Village staff

will first identify problem and then inform City and significant connected industries connected to the East Side Sanitary Sewer of what the problem is. This category of alarm also includes a forcemain or gravity sewer alarm for breaks in forcemains or gravity sewer lines. This alarm also includes a pump station alarm for total loss of normal utility power to pumping systems. The improved pumping systems at each of the three Village wastewater pump stations will be equipped with a fueled auto-start motor connected directly to each pumps rotating assembly thereby negating: a secondary electric power source, a third bypass pump and related suction and discharge hoses, and an emergency connection to the forcemain. Therefore, City staff would be called upon by the Village when such an alarm arises to assist in the operation of the second pump while it is being powered by the auto-start motor. If Category 1 alarm escalates to the point that the both pumps do not operate or cannot operate beyond the pumping capabilities of both pumps under the power of the auto-start motors, then Village is to immediately notify significant connected industries connected to the East Side Sanitary Sewer to cease discharge of wastewater flows until Village return calls said industries to inform them alarm has been addressed.

Response Category 2 – Pump Station O&M Lead Pump Failure Alarm – Alarm received by Village and then sent to Warren WPCF staff. Lag pump will automatically be placed into service when lead pump is out of service.

Response Category 3 – Pump Station, Forcemain, Gravity Sanitary Sewer O&M Alarm – Alarm received by Village and then sent to Warren WPCF staff.

Response Category 4 – Pump Station, Forcemain, Gravity Sanitary Sewer O&M Alarm –
This alarm is for pump station, forcemain, or gravity sanitary sewer operation and maintenance items identified by Village that have the ability to be scheduled .

5. The Owner shall maintain and make available to the City a complete and up-to-date set of as-builts or record drawings of the Sewer System to be operated and maintained by the City. The Owner shall also maintain and make available a complete and up-to-date set of operations and maintenance manuals for the Owner's facilities to be operated and maintained by the City.

6. Operation and maintenance assistance shall be performed by the City when requested by the Owner on a reimbursement basis. The City shall be reimbursed for labor costs as a burdened rate calculated per Federal Emergency Management Agency, (FEMA), guidelines based upon the current applicable union contract wage and benefit structure. Equipment shall be reimbursed per FEMA schedules as shown on the agency's website at <https://www.fema.gov/schedule-equipment-rates> . Burdened hourly rates are shown for 2014, 2015 & 2016 as well as equipment rates per 2010 schedules on Exhibit "B".

7. This Agreement may be extended to other areas presently not defined within the attached Exhibit "A" by an agreement supplemental hereto, or by a new agreement, having terms mutually satisfactory to the Owner and the City.

8. The Sewer System in the said East Side Sanitary, Phase I may be expanded, provided both parties agree that existing service is not impaired.

9. The Owner may construct, own, operate, maintain, extend, enlarge, or replace any of its facilities to provide sewer service, directly or indirectly, to the East Side Sanitary, Phase I. Owner shall notify the City in advance of any action to be taken pursuant to this section, including information on location, route, and impact on the City.

10. The Owner may request the City to perform physical improvements to its existing Sewer System. Such improvements must be within the current limits and rights-of-way of the Sewer System and

are above and beyond the scope of this Agreement and shall be performed for a negotiated amount which is mutually agreeable.

11. The Owner shall be responsible for obtaining all necessary permits and licenses, the design, construction, operation and management of any and all capital projects necessary for the improvement or expansion of the Sewer System in said East Side Sanitary, Phase I.

12. The City shall indemnify and hold harmless the Owner from and upon any claim, cost, loss or damage (including, but not limited to, fines, assessments or judgments) resulting or arising from any breach by the City of a duty or responsibility assumed by, or imposed upon, the City per this Agreement, and from any negligent or wrongful act or omission committed by the City relative to this Agreement.

The Owner shall indemnify and hold harmless the City from and upon any claim, cost, loss or damage (including, but not limited to, fines, assessments or judgments) resulting or arising from any breach by the Owner of a duty or responsibility assumed by, or imposed upon, the Owner, per this Agreement, and from any negligent or wrongful act or omission committed by the Owner relative to this Agreement.

To the extent that a party has actual knowledge, reasonable written notice of any such aforementioned claim, cost, loss or damage shall be promptly given to the other party.

Despite the provisions of this section 11, however, either party may, at its own cost, avail itself of any or all review or appeal processes available to it relative to the matters addressed within this section

13. The parties hereto shall cooperate in enforcing: the terms and provisions of this Agreement; U.S. Public Law; all other laws relating to the control of pollutants; all relevant Ohio laws; and all relevant federal and state rules and regulations.

14. The cost to purchase and/or replace any necessary equipment or material which is or will be owned by the Owner will be paid by the Owner at the recommendation of the City and upon review by the Owner or its representative. Equipment or material purchased by the Owner will become property of the Owner. Equipment or material to be purchased by the Owner may include, but it not limited to,

residential grinder pumps, lift station pumps and replacement parts and fittings, valves, meters, diesel fuel for generators, and manhole castings and lids.

15. The City agrees to make available to the Owner, the Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I meter readings.

16. If a meter is mutually determined by and between the parties to be non-functional, or out of calibration, and such condition(s) exists for less than six (6) months, then that time period will be billed by calculating the average flow over the six-month period previous to the beginning of the non-functioning or incorrect calibration, and applying costs per million gallons.

If a meter is mutually determined by and between the parties to be non-functional or out of calibration, and such condition(s) exists for six (6) months or more, then that time period will be billed by calculating the average flow over the comparable period of time previous to the beginning of the non-functioning or incorrect calibration and applying costs per million gallons.

17. The City shall prepare all annual reports as required by the U.S. and Ohio Environmental Protection Agencies. The City shall submit all annual reports to the appropriate regulatory agencies. Copies of these reports shall be provided to the Village of Lordstown Board of Trustees of Public Affairs. The City shall make available to the Owner copies of all work orders documenting maintenance to the Sewer System.

18. The City shall receive acceptable wastes discharged from the sewerage systems in said Village of Lordstown Sanitary Sewer District's East Side Sanitary, Phase I; and treat such wastes to the degree of treatment required by the OEPA and the USEPA.

19. It is understood, acknowledged and agreed that should any covenant or provision herein contained be held invalid by a court of competent jurisdiction, the same shall not be held to affect any other covenant or provision herein contained.

20. It is understood, acknowledged and agreed that a waiver by the City or the Owner of a breach of any condition or covenant contained herein by the other party shall not be deemed to be a

continuous waiver. Such waiver shall not operate to bar or prevent the City or the Owner from declaring a forfeiture or penalty for a successive breach of either the same or any other condition or covenant.

21. If any portion of this Agreement is unacceptable to the OEPA or the USEPA then that portion shall be renegotiated.

22. Neither the City nor the Owner shall assign its rights or duties under this Agreement without the written consent of the other party.

This Agreement shall remain in force and effect thru January 1, 2021, but shall be subject to review of its terms and conditions by the parties at such times as either the City or the Village shall request. There shall, however, be no more than one such review every two (2) calendar years.

IN WITNESS WHEREOF, the City and the Owner have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above mentioned.

WITNESSES:


CITY OF WARREN, OHIO
("the City")


(as to both signators)

By: 

William D. Franklin, Mayor

 and
(as to both signators)

By: 

Enzo Cantalamessa, Director of Service
and Safety

VILLAGE OF LORDSTOWN, OHIO
("the Owner")

(as to both signators)

By: _____


Arno Hill
Mayor


_____ and
(as to both signators)

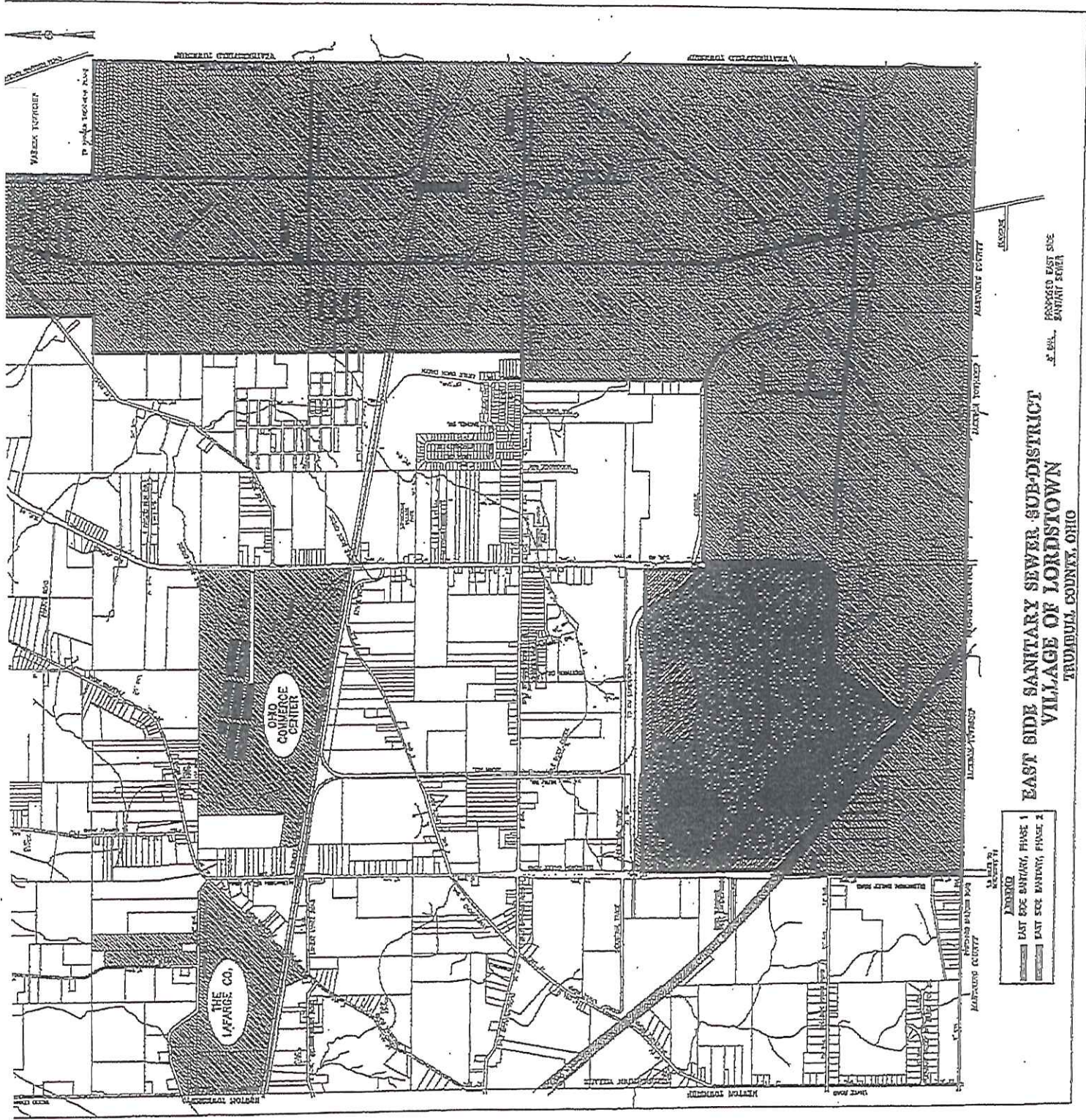
By: _____

William L. Blank
Clerk

APPROVED:


VILLAGE OF LORDSTOWN SOLICITOR


WARREN CITY LAW DIRECTOR



**EAST SIDE SANITARY SEWER SUB-DISTRICT
 VILLAGE OF LORAIN
 TRUMBULL COUNTY, OHIO**

LEGEND
 EAST SIDE SANITARY, PHASE 1
 EAST SIDE SANITARY, PHASE 2

Exhibit "A"

2014 LABOR DATA SHEET

Employee	HOURLY RATE	BENEFITS RATE	BURDENED		OVERTIME		BURDENED	
			REGULAR RATE	OVERTIME RATE	BENEFITS RATE	OVERTIME RATE		
1 Superintendent	\$ 33.42	0.9443	\$ 64.98	\$ 50.13	0.3145	\$ 65.90		
2 Foreman	\$ 21.36	0.9443	\$ 41.53	\$ 32.04	0.3145	\$ 42.12		
3 Section Leader	\$ 20.14	0.9443	\$ 39.16	\$ 30.21	0.3145	\$ 39.71		
4 Eq Op IV	\$ 19.33	0.9443	\$ 37.58	\$ 29.00	0.3145	\$ 38.11		
6 Eq Op I	\$ 17.10	0.9443	\$ 33.25	\$ 25.65	0.3145	\$ 33.72		
7 Laborer II	\$ 16.39	0.9443	\$ 31.87	\$ 24.59	0.3145	\$ 32.32		
8 Laborer I	\$ 15.56	0.9443	\$ 30.25	\$ 23.34	0.3145	\$ 30.68		
9 Eng Aide IV	\$ 22.96	0.9443	\$ 44.64	\$ 34.44	0.3145	\$ 45.27		
10 Maintenance Superintendent	\$ 33.42	0.9443	\$ 64.98	\$ 50.13	0.3145	\$ 65.90		
11 Chief Mechanic	\$ 22.11	0.9443	\$ 42.99	\$ 33.17	0.3145	\$ 43.60		
12 Maint Mechanic III	\$ 19.81	0.9443	\$ 38.52	\$ 29.72	0.3145	\$ 39.06		
13 Maint Mechanic II	\$ 18.74	0.9443	\$ 36.44	\$ 28.11	0.3145	\$ 36.95		
14 Maint Mechanic I	\$ 17.49	0.9443	\$ 34.01	\$ 26.24	0.3145	\$ 34.49		
15 Pump Station Tech	\$ 19.66	0.9443	\$ 38.23	\$ 29.49	0.3145	\$ 38.76		

2015 LABOR DATA SHEET

Employee	HOURLY RATE	BENEFITS RATE	BURDENED		OVERTIME		BURDENED	
			REGULAR RATE	OVERTIME RATE	BENEFITS RATE	OVERTIME RATE		
1 Superintendent	\$ 33.92	0.9443	\$ 65.95	\$ 50.88	0.3145	\$ 66.88		
2 Foreman	\$ 21.68	0.9443	\$ 42.15	\$ 32.52	0.3145	\$ 42.75		
3 Section Leader	\$ 20.44	0.9443	\$ 39.74	\$ 30.66	0.3145	\$ 40.30		
4 Eq Op IV	\$ 19.62	0.9443	\$ 38.15	\$ 29.43	0.3145	\$ 38.69		
6 Eq Op I	\$ 17.36	0.9443	\$ 33.75	\$ 26.04	0.3145	\$ 34.23		
7 Laborer II	\$ 16.64	0.9443	\$ 32.35	\$ 24.96	0.3145	\$ 32.81		
8 Laborer I	\$ 15.79	0.9443	\$ 30.70	\$ 23.69	0.3145	\$ 31.13		
9 Eng Aide IV	\$ 23.30	0.9443	\$ 45.30	\$ 34.95	0.3145	\$ 45.94		
10 Maintenance Superintendent	\$ 33.92	0.9443	\$ 65.95	\$ 50.88	0.3145	\$ 66.88		
11 Chief Mechanic	\$ 22.44	0.9443	\$ 43.63	\$ 33.66	0.3145	\$ 44.25		
12 Maint Mechanic III	\$ 20.11	0.9443	\$ 39.10	\$ 30.17	0.3145	\$ 39.65		
13 Maint Mechanic II	\$ 19.02	0.9443	\$ 36.98	\$ 28.53	0.3145	\$ 37.50		
14 Maint Mechanic I	\$ 17.75	0.9443	\$ 34.51	\$ 26.63	0.3145	\$ 35.00		
15 Pump Station Tech	\$ 19.96	0.9443	\$ 38.81	\$ 29.94	0.3145	\$ 39.36		

2016 LABOR DATA SHEET

Employee	HOURLY RATE	BENEFITS RATE	BURDENED		OVERTIME		BURDENED	
			REGULAR RATE	OVERTIME RATE	BENEFITS RATE	OVERTIME RATE		
1 Superintendent	\$ 34.43	0.9443	\$ 66.94	\$ 51.65	0.3145	\$ 67.89		
2 Foreman	\$ 22.00	0.9443	\$ 42.77	\$ 33.00	0.3145	\$ 43.38		

3 Section Leader	\$ 20.75	0.9443	\$ 40.34	\$ 31.13	0.3145	\$ 40.91
4 Eq Op IV	\$ 19.91	0.9443	\$ 38.71	\$ 29.87	0.3145	\$ 39.26
6 Eq Op I	\$ 17.62	0.9443	\$ 34.26	\$ 26.43	0.3145	\$ 34.74
7 Laborer II	\$ 16.89	0.9443	\$ 32.84	\$ 25.34	0.3145	\$ 33.30
8 Laborer I	\$ 16.03	0.9443	\$ 31.17	\$ 24.05	0.3145	\$ 31.61
9 Eng Aide IV	\$ 23.65	0.9443	\$ 45.98	\$ 35.48	0.3145	\$ 46.63
10 Maintenance Superintendent	\$ 34.43	0.9443	\$ 66.94	\$ 51.65	0.3145	\$ 67.89
11 Chief Mechanic	\$ 22.78	0.9443	\$ 44.29	\$ 34.17	0.3145	\$ 44.92
12 Maint Mechanic III	\$ 22.78	0.9443	\$ 44.29	\$ 34.17	0.3145	\$ 44.92
13 Maint Mechanic II	\$ 19.31	0.9443	\$ 37.54	\$ 28.97	0.3145	\$ 33.07
14 Maint Mechanic I	\$ 18.02	0.9443	\$ 35.04	\$ 27.03	0.3145	\$ 35.53
15 Pump Station Tech	\$ 20.25	0.9443	\$ 39.37	\$ 30.38	0.3145	\$ 39.93

EQUIPMENT RATE SHEET per 2010 FEMA Schedule

Equipment	Hourly Rate
Vactor Combo Sewer Cleaner	\$ 66.50
Flusher	\$ 66.50
Pickup Truck	\$ 20.00
Dump Truck up to 8 Cubic Yd	\$ 35.00
Dump Truck up to 12 Cubic Yd	\$ 65.00
Bachoe/Loader	\$ 23.50
Jackhammer dry	\$ 1.00
Air Compressor	\$ 20.00
Trash Pump	\$ 16.00
Hose per 25 foot section	\$ 0.19
Concrete Saw	\$ 6.00
Gradall	\$ 39.00
Roller	\$ 75.00