

ORDINANCE NO. 2019 - 12

AN ORDINANCE LEVYING ASSESSMENTS FOR THE UNPAID COSTS OF PRIVATE LEAD SERVICE LINE REPLACEMENTS CONDUCTED AT VARIOUS LOCATIONS WITHIN THE VILLAGE OF GOLF MANOR IN ACCORDANCE WITH THE ASSESSMENT AGREEMENT BETWEEN THE VILLAGE OF GOLF MANOR AND THE CITY OF CINCINNATI THROUGH THE GREATER CINCINNATI WATER WORKS' LEAD SERVICE LINE REPLACEMENT PROGRAM AS SET FORTH IN EXHIBIT 1 HERETO AND DECLARING AN EMERGENCY

WHEREAS, the Village of Golf Manor entered into a certain Assessment Agreement with the City of Cincinnati on behalf of its Greater Cincinnati Water Works (GCWW) dated April 16, 2019 as authorized by R.C. 729.06 and by Village Ordinance No. 2019-6 dated April 8, 2019 to assist property owners in financing the cost of private lead service line replacement to reduce the risk of lead in water; and

WHEREAS, the owners of the property listed on Exhibit 1 entered into contracts for GCWW to perform the replacement work, bill the property owner for owner's share of the resulting costs, and assess to the property for repayment over ten years (or five years, if selected by owner) any portion of the owner's share of costs that is unpaid following that bill due date; and

WHEREAS, GCWW has completed private lead service line replacements at the properties listed on Exhibit 1; the property owners have been billed for their share of the costs, and the due date for payment (30 days from the billing date) has passed; and

WHEREAS, the owners of the property listed in Exhibit 1 either were notified by GCWW that their private lead service lines were required to be replaced pursuant to GCWW's Rules and Regulations and Chapter 729 of the Ohio Revised Code, or provided a voluntary written waiver of such notice; and

WHEREAS, following the due date of the bill, pursuant to the GCWW owner contracts, GCWW's Rules and Regulations, and the Assessment Agreement between the Village and GCWW, any unpaid portion of the owner's share of costs shall be assessed against the property to be collected by the County Treasurer in the same manner as real estate taxes.

NOW THEREFORE, Be It Ordained by the Council of the Village of Golf Manor, Hamilton County, Ohio, that:

SECTION 1. In accordance with the Assessment Agreement between the Village of Golf Manor and City of Cincinnati, Chapter 729 of the Ohio Revised Code, and the contracts between the property owners and the City of Cincinnati's Greater Cincinnati Water Works ("GCWW"), the unpaid costs of private lead service line replacement incurred by GCWW are hereby levied as assessments in the amounts and upon the real property described in Exhibit 1 (the "Assessed Properties") for payment in semi-annual installments for the length of the assessment period indicated on Exhibit 1.

SECTION II.

The listed assessments are payable in cash to GCWW within five business days after the passage of this Ordinance or, at the option of each property owner, in semi-annual installments for the indicated assessment period.

SECTION III.

Assessments not paid in cash within five business days are to be certified by the Village of Golf Manor Clerk of Council to the Hamilton County Auditor.

SECTION IV.

For each of the Assessed Properties, GCWW has either provided written notice of the requirement to replace the private lead service line on the property to the property owner pursuant to Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Chapter 401 or obtained a voluntary written waiver of service of such notice from the property owner.

SECTION V.

Notes and bonds of GCWW may be issued in anticipation of the collection of the assessments.

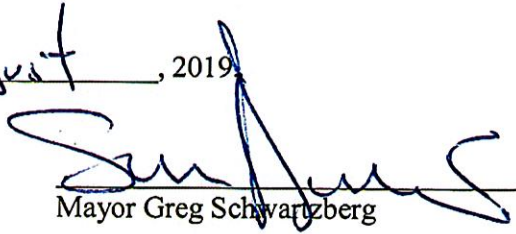
SECTION VI.

Any amount received as a result of the assessments levied herein shall be remitted by the Village Fiscal Officer along with remittance detail from the Hamilton County Auditor to the City of Cincinnati Treasurer for deposit to City of Cincinnati Fund No. 312, "Private Lead Service Line Replacement."

SECTION VII.

This Ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall be effective immediately upon passage. The reason for the emergency is the immediate necessity to authorize the Clerk of Council to certify the assessments by the Hamilton County Auditor's September 30 deadline for 2019 assessments to real estate.

PASSED this 12th day of August, 2019

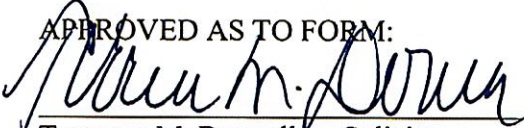

Mayor Greg Schwartzberg

Vice Mayor
8/12/19

ATTEST:


Anna Gedeon, Assistant Clerk

APPROVED AS TO FORM:

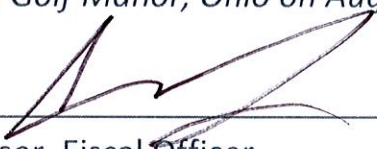

Terrence M. Donnellon, Solicitor



The Village of
Golf Manor OHIO®

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The undersigned, Village Fiscal Officer, does hereby certify that this document is a true and accurate copy of Ordinance 2019-12 passed by the Council of the Village of Golf Manor, Ohio on August 12, 2019.



Andy Lanser, Fiscal Officer

8-26-19

Date



Great Village™

Exhibit 1

PROJECT NAME					
Golf Manor LSL Replacements 2019					
PARCEL		OWNER			RES/ORD#
5280003043100		MASHORE TRACIE ANN			
2521 Bremont Ave		10 Yrs - Semi-Annual Charge			
Principal	Full Year	Half Year	Future Amount	Year	
2240.00	224.00	112.00	2016.00	2020	1
	224.00	112.00	1792.00	2021	2
	224.00	112.00	1568.00	2022	3
	224.00	112.00	1344.00	2023	4
	224.00	112.00	1120.00	2024	5
	224.00	112.00	896.00	2025	6
	224.00	112.00	672.00	2026	7
	224.00	112.00	448.00	2027	8
	224.00	112.00	224.00	2028	9
	224.00	112.00	0.00	2029	10

AFFIDAVIT

STATE OF OHIO)
)
COUNTY OF HAMILTON) ss:

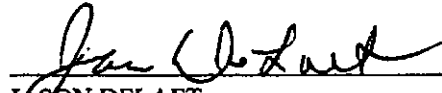
Re: Certification of Lead Service Line Replacement costs (CMC 401-133 and -135 and ORC 729.06)

Now comes Jason Delaet and after being duly cautioned and sworn, states that that the following is true and based upon his own knowledge and belief:

1. I am employed by the City of Cincinnati and presently serve in the position of Enhanced Lead Program Manager for the City of Cincinnati's Greater Cincinnati Water Works (GCWW).
2. Pursuant to the *Agreement* dated November 23, 2010 for water services between the City of Golf Manor ("Golf Manor") and the City of Cincinnati ("Cincinnati"), GCWW provides retail water service to Golf Manor in accordance with the *Agreement*, state and federal law and the GCWW rules and regulations.
3. GCWW has implemented a Lead Service Line Replacement Program under the GCWW rules and regulations that aims to remove all public and private lead service lines in the GCWW service area within 15 years. The program provides owners the option to contract with GCWW for replacement of their private lead service line by GCWW.
4. Cincinnati and Golf Manor entered into an *Assessment Agreement* effective April 16, 2019 that provides for GCWW to notify the owner in writing of the requirement to replace the private lead service line in accordance with the GCWW rules and regulations (specifically, CMC sections 401-133 and -135) and for Cincinnati and Golf Manor to cooperate to provide Golf Manor property owners with the option to enter into a contract for GCWW to perform and advance the work costs for the private lead service line replacement and to have the repayment of any unpaid amounts of the owner's share of the work costs following the final billing due date spread out over up to 10 years by certifying the costs to the Hamilton County Auditor as an assessment to real property.
5. Exhibit A, attached hereto and incorporated herein by reference, contains a list of properties and their owners who executed agreements with for GCWW to replace the private lead service line on the property and for owner to pay its share of costs incurred by GCWW.
6. Pursuant to the agreements and CMC 401-135, GCWW will provide Golf Manor with a list of the properties for which GCWW has completed the lead service line replacement work and billed the property owner for their share of the replacement costs and for which the due date on the bills has passed. The attached Exhibit A lists for the period from 2018 through June 30, 2019, the number of tax years over which the amount shall be collected, the amounts to be assessed in each semiannual assessment, the date the costs were incurred, the address and parcel number(s) of the property served by the replaced service line and the name of the property owner of record at the time the costs were incurred.
7. Pursuant to the *Assessment Agreement*, Golf Manor agreed to certify the assessments to the Hamilton County Auditor for placement upon the tax list and duplicate for the relevant property.

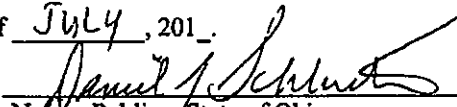
8. I hereby certify the amounts and information listed on Exhibit A to Golf Manor, and request the City of Golf Manor certify the listed assessments to the Hamilton County Auditor for placement upon the tax list and duplicate.

FURTHER, AFFIANT SAITH NAUGHT.



JASON DELAET,
GCWW Enhanced Lead Program Manager

Sworn to before me and in my presence this 31st day of July, 2011.



Notary Public - State of Ohio



Daniel J. Schuster, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

PROJECT NAME					
Golf Manor LSL Replacements 2019					
PARCEL		OWNER			RES/ORD#
5280003043100		MASHORE TRACIE ANN			
2521 Bremont Ave		10 Yrs - Semi-Annual Charge			
Principal	Full Year	Half Year	Future Amount	Year	
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	224.00	112.00	1120.00	2024	5
	224.00	112.00	896.00	2025	6
	224.00	112.00	672.00	2026	7
	224.00	112.00	448.00	2027	8
	224.00	112.00	224.00	2028	9
	224.00	112.00	0.00	2029	10



GREATER CINCINNATI
WATER WORKS

**Option 2: Agreement For Private
Lead Service Line Replacement**
(Customers Outside City of Cincinnati)

LEAD SERVICE LINE REPLACEMENT & ASSESSMENT PROGRAM	Project: <i>Purch Order #</i>	<i>MAC 1807019</i>
	Auditor Parcel ID:	5280003043100
	GCWW Account no.:	6357500000
	Notice Date:	7/30/2018

Owner: Return this Notice by 9/13/2018 ("Return Deadline") to authorize GCWW to perform the private lead service line replacement.

Return Address: GCWW Lead Program Community Liaison, 4747 Spring Grove Ave, Cincinnati, Ohio, 45232 (return envelope enclosed)

"Property" 2521 BREMONT AVE
"Owner" (collectively, if more than one) TRACIE ANN MASHORE

Owner Mailing Address (if different from Property address) 2521 BREMONT AVE,
CINCINNATI OH 45237-4909

Owner contact (required to schedule Interior Work) Preferred contact
Information
513-675-6433 Cell Phone ☒ call
Other Phone ☐ text
rdvanhorne@gmail.com Email Address

I/We, the undersigned Owner, have received and read the *Options to Replace Lead Service Line* and hereby authorize the City of Cincinnati, through the Greater Cincinnati Water Works (including its employees, agents, and contractors, the "City") to perform the replacement of the lead service line on the Property (the "Work"). Owner further agrees to pay Owner's Share of the Work Costs and that any unpaid Work Costs will be certified to the Hamilton County Auditor as an assessment on the real property tax bill for the Property, subject to the terms and conditions in Exhibit A (Work Cost) and Exhibit B (Additional Terms and Conditions) attached hereto and incorporated into and made a part of this Agreement.

Signed by Owner on the date indicated below, effective on the signature date or if not dated, on the date of receipt by the City ("Effective Date").

Tracie Ann Mashore
Signature
Tracie A. Mashore-Van Houten
Printed Name
8/5/18
Date

Roger Van Houten
Signature
Roger Van Houten
Printed Name
8/5/18
Date

GCWW DIRECTOR'S OFFICE

[CITY SIGNATURE PAGE FOLLOWS]

2018 AUG 08 PM 02:07 REC'D

**AMENDMENT TO
AGREEMENT FOR PRIVATE LEAD SERVICE LINE REPLACEMENT**
(property assessment for non-Cincinnati jurisdiction)

This *Amendment to Agreement for Private Lead Service Line Replacement* (this "**Amendment**") is entered into on the Effective Date (as defined on the signature page hereof) by and between TRACIE ANN MASHORE ("Owner"), whose mailing address is 2521 Bremont Ave, Cincinnati, Ohio 45237-4909 and the CITY OF CINCINNATI, an Ohio municipal corporation through its Greater Cincinnati Water Works, with offices located at 4747 Spring Grove Avenue, Cincinnati, OH 45232 (the "**GCWW**").

RECITALS:

- A. Owner and GCWW are parties to a certain *Agreement for Private Lead Service Line Replacement* effective August 21, 2018 (the "**Agreement**") that provides for GCWW to perform the replacement of the private water lead service line on Owner's real estate located in the Village of Golf Manor ("**Golf Manor**") at 2521 Bremont Ave (Auditor ID 528-0003-0431-00)(as defined in the Agreement, the "**Property**"), and for Owner to pay to GCWW Owner's Share of the Work Cost as indicated on the final bill.
- B. GCWW completed the Work on September 12, 2018 and Owner has received the final bill dated September 25, 2018 for the Owner's Share and a reminder bill dated February 1, 2018.
- C. To provide Golf Manor property owners with the option to spread payment of all or a portion of the Owner's Share of the Work Costs over five or ten years as an assessment on the real property, Golf Manor and GCWW have entered into an *Assessment Agreement* dated April 16, 2019 ("**Golf Manor Assessment Agreement**") that provides for Golf Manor to levy assessments certified to the Hamilton County Auditor on real property in Golf Manor for unpaid amounts of a property owner's share following the final bill due date, and for the assessed amounts paid by the property owner and received by Golf Manor to be remitted to GCWW and credited towards the remaining balance of the property owner's share of Work Costs.
- D. Although the assessment financing option was not available on the effective date of the Agreement, Golf Manor has indicated that it is now willing to levy and certify the unpaid portion of Owner's Share to the Hamilton County Auditor over 10 years in accordance with the terms of the *Assessment Agreement* and as requested by Owner to make payment more affordable.
- E. The parties desire to amend the Agreement to include additional terms to provide for assessment financing.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. **Defined terms.** Except as otherwise defined herein, all capitalized terms shall have the meaning defined in the Agreement.
2. **Payment of Owner's Share.** Paragraph 2(d) of the Agreement is hereby amended and restated in its entirety as follows:

"d. Payment of Owner's Share. The Parties agree and acknowledge as follows:

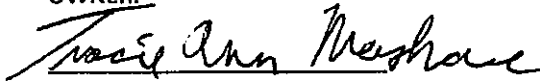
- i. GCWW has sent and Owner has received a final bill dated September 25, 2018 indicating that the Owner's Share is \$2,240.00 with a payment due date of October 25, 2018.
- ii. Owner is responsible for the full amount of the Owner's Share, which is past due.
- iii. On April 16, 2019, GCWW and Golf Manor entered into the *Golf Manor Assessment Agreement* to provide for Golf Manor to levy assessments certified to the Hamilton County Auditor on real property in Golf Manor for unpaid amounts of a property owner's share following the final bill due date, and for the assessed amounts paid by the property owner and received by Golf Manor to be remitted to GCWW and credited towards the remaining balance of the property owner's share of Work Costs.
- iv. Owner has requested for the unpaid portion of Owner's Share to be certified to the Hamilton County Auditor as an assessment on the real property tax bill in order to spread the payments over 10 years to make it more affordable for Owner.
- v. Owner agrees any unpaid portion of Owner's Share following the date indicated on the final bill shall be certified to the Hamilton County Auditor as an assessment on the semi-annual real property tax bill for the Property to be paid over 10 years pursuant to the terms of the *Golf Manor Assessment Agreement*, notwithstanding that the Work as completed and the Owner's Share billed prior to the Effective Date of the *Golf Manor Assessment Agreement*.
- vi. Owner hereby waives notice, appeal, and other procedural requirements provided for in the Ohio Revised Code and the Cincinnati Municipal Code in connection with the assessment of the unpaid Owner's Share to the Hamilton County Auditor. Owner shall not contend, and waives the right to advocate the position, in any court, arbitration or other dispute resolution forum, or for purposes of any statute, that the assessment is improper or that the process for certification of the assessments to the Hamilton County Auditor were improper.
- vii. If the Golf Manor does not certify the assessments, GCWW shall notify the Owner, and Owner shall be responsible for payment of the full amount of Owner's Share prior to the due date indicated on the notice. "

3. Ratification.

All terms of the Agreement not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Agreement, as amended hereby, is hereby ratified by the parties. This Amendment may be executed in counterparts, and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.

Signed by Owner and GCWW on the dates indicated below, effective on the later of such dates ("Effective Date").

OWNER:



Tracie Ann Mashore

7/28/2019

Date

[GCWW SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

By: Patrick Duhaney

Patrick Duhaney, Acting City Manager

Date: 8/17 2018

RECOMMENDED BY:

Cathy B. Bailey 8/8/18
Cathy B. Bailey, Director
Greater Cincinnati Water Works

RECOMMENDED BY:

Bobbi Hageman
Bobbi Hageman,
City Purchasing Agent

Approved as to Form:

Assistant City Solicitor

CERTIFICATION OF FUNDS:

Date: **21 AUG 2018**

Funding:

312x 300x0000x 7266 \$ 4700.- ✓

Amount:

756x 300x0000x 7671 \$ 1000.-
475

Reginald J. [Signature]
Reginald J. [Signature], Finance Director

EXHIBIT A

Work Cost

Work Cost:

The "Work Cost" shall be defined as the total cost of the GCWW contractor work. The Work Cost provided in the estimate below is based on the contractor's bid price. The Work Cost will not increase unless conditions unknown to the contractor at time of bidding result in additional contractor costs (change order). To avoid change orders and unexpected additional costs, Owner must remove obstacles prior to the Work per the Owner Obligations (defined in the *Terms and Conditions*) and notify the GCWW Lead Program Community Liaison prior to the Work of any potential remaining obstacles or access issues so that the Work Cost may be updated. If you are unsure of what obstacles need to be removed, please call or text the GCWW Lead Program Community Liaison at 513-532-1752 for assistance.

**GCWW Cost
Sharing:**

GCWW will deduct 40% up to a maximum of \$1500.00 ("Cost Sharing") from the Work Cost as cost sharing to reduce the amount to be paid by Owner.

Owner's Share:

Owner shall be responsible for the amount of the Work Cost minus GCWW Cost Sharing ("Owner's Share"). The Cost Estimate below provides the Initial Base Work Cost based on the contractor's bid price and is subject to increase for change orders for additional contractor work due to latent, undisclosed, or otherwise unknown Property conditions as described above.

COST ESTIMATE (subject to additional costs for removal of obstacles)	
Construction cost to Owner	4,700.00 ✓
(Less GCWW cost sharing)	(1,500.00) (40%; max \$1500)
Estimated Owner Share	3,200.00

[END OF EXHIBIT A]

EXHIBIT B

Terms and Conditions

1. The "Work". The work shall be defined as the necessary City activities on the Property to replace the existing lead service line with a new copper service line from the Property line (curb stop valve) to approximately 6-inches beyond the outlet valve of the meter setting in the building (or if exterior meter, to the first interior valve), including the following:

- a. "Exterior Work". The Exterior Work shall include:
 - i. Measurement, surveying, and marking in preparation for installation.
 - ii. On the Work Date, any improvements, landscaping or personal property obstructing access to or impeding performance of the Work that have not been removed by Owner (per Section 2: Owner's Obligations below) may be removed at Owner's cost in order for the Work to continue. It is Owner's responsibility to remove obstructions prior to the Work Date and reinstall them if desired by Owner after completion of the Exterior Work. Any items removed by the City will be left on the Property to be reused at Owner's option and costs.
 - iii. Excavation to install the copper pipe. Trenchless methods will require excavation of a minimum of one 4-foot x 6-foot pit at the curb stop valve near the property line. A second pit may be necessary if boring of a new route through the soil is necessary. If the City determines that trenchless methods are not possible due to soil and other conditions on the Property, a 2-foot wide trench will be excavated from the curb stop valve to the point of entry of the service line into the building.
- b. "Interior Work". The Interior Work shall include all activities inside the building on the Property necessary for the City to complete the Work. This may include:
 - i. On the scheduled Work Date, any improvements or personal property obstructing access to or impeding performance of the Work that have not been removed by Owner (per Section 2: Owner's Obligations) may be removed at Owner's cost in order to perform the Work. It is Owner's responsibility to remove obstructions prior to the Work Date and reinstall them if desired by Owner. Removed items will be left on the Property to be reused at Owner's option and costs.
 - ii. Enlarging the existing entry point or creating a new entry point through the building wall or basement floor to accept the new copper service line, if necessary.
 - iii. Cut and remove existing lead service line approximately 6-inches past outlet side of the meter setting and connect the new copper service line to the existing premise plumbing and the new meter setting.
 - iv. If an electrical grounding system is attached to the lead service line, it will be removed and reinstalled as necessary to perform the Work.
- c. "City Restoration". The City Restoration shall include:
 - i. Backfilling of excavated lawn areas with existing soils and include no less than 12-inches of topsoil.
 - ii. All impacted lawn areas will receive seed and straw during the growing season. Watering grass seed will be the responsibility of Owner.
 - iii. Any removed paved surfaces will be replaced with asphalt.
- d. Inspection. All Work shall be inspected by the City to verify the Work was installed according to GCWW Rules and Regulations.
- e. System Flushing. The City will flush the system using an outside spigot or utility sink in the building to fully flush the new copper line for at least 10 minutes. Further flushing recommendations will be provided to Owner following completion of the Work.