

PUBLIC NOTICE

PUBLIC SERVICES COMMITTEE MEETING

Committee Members: *Kim Chamberland*, Amy Vilardo and Ted Haskins

Monday, August 16, 2021 at 9:00 am
City Council Chambers
745 Center Street, Milford, Ohio 45150

AGENDA

Call to Order

Proceedings: Approval of the April 14, 2021 Public Services Committee Minutes

Agenda Items:

- Discussion: OPWC Applications
- Quotes for Cleaning Well #4
- Quotes for IT for SCADA System
- Discussion: Rumpke Waste and Recycling Contract 1 Year Option
- Wastewater Utility Revenue Allocation
- And all additional matters that may properly come before the Committee

Adjourn

**Public Services Committee
Meeting Minutes
April 14, 2021**

Mrs. Chamberland called the meeting to order at 5:01 p.m.

Present: Kim Chamberland, Amy Vilardo and Ted Haskin

Staff: City Law Director Mike Minniear, City Manager Michael Doss; Assistant City Manager Pam Holbrook, Police Chief Jamey Mills, Sanitary Sewer Superintendent Dave Walker

Visitors: Ryan Merkle with Scenic River Canoe Excursions along with several residents

Proceedings: Approve the proceedings from the April 5, 2021 Public Services Committee Minutes. Mrs. Vilardo made a motion to approve. Seconded by Mrs. Chamberland.

High Street Stormwater Discussion

Mr. Doss stated that Phil Ditchen (developer of the new High Street residential homes) approached the City about assisting with labor costs associated with establishing a new stormwater line on High Street. The new stormwater line is a result of the new residential development for the four homes on High Street presently under construction. Mr. Ditchen proposed that the City cover the labor costs and he would cover the material costs for the new stormwater line. Mr. Doss stated that the City explore the possibility of performing the stormwater line labor in-house, but staff concluded that the project was not feasible for City labor. Mr. Doss indicated that the City solicited estimates for the project, but the preliminary estimates indicated that the project would have to go out for bid under prevailing wage. Mr. Doss further indicated that the City would be responsible for constructing a new stormwater line on Sycamore Street to accommodate any new stormwater line on High Street. According to Mr. Doss, the projected cost for the Sycamore line replacement would be at least \$100,000. Mr. Doss, along with staff, concluded that the City should not be involved in the High Street stormwater line project. The City needs to focus resources on the Sycamore line replacement.

The Committee agree to accept the recommendation of Mr. Doss and Mr. Walker to not provide City assistance with the new stormwater line on High Street.

Wallace Waterline Engineering Quote

Mr. Doss provided the committee with two quotes from Brandstetter Carroll Engineering for surveying/mapping and preliminary engineering design services for the Wallace Avenue to Garfield Avenue discharge line in the amount of \$14,000 and the Wallace Avenue supply line in the amount of \$22,500. Mr. Doss indicated that both projects were necessary in advance of construction for the new Wallace Avenue water tower. These lines will assist with handling the capacity and hydraulics associated with the future water tower servicing the City.

Mr. Doss stated that Brandstetter Carroll was hired by the City in late 2019 to provide an analysis and establish a preliminary engineering report and opinion of probable costs for the entire scope of the project. Mr. Doss explained that because of the recent analysis and familiarity from the preliminary engineering report conducted by Brandstetter Carroll; he believes that they are best suited to provide the engineering for the discharge and supply line projects. Mr. Doss anticipated using the preliminary design and engineering to obtain more points during the evaluation and scoring of OPWC grant applications for funding in the next round. These points will be critical in advancing both projects into the district for grant funding. Mr. Doss recommended that the Committee advance the two quotes from Brandstetter Carroll to City Council for consideration and adoption.

Mrs. Vilardo stated that her preference would be to obtain three quotes for the two projects.

Mrs. Chamberland asked if the surveying and design work needed to be done soon. Mr. Doss replied that was not necessary, but he wanted to get the preliminary design, surveying, and engineering complete before the August OPWC application submission deadline.

Mr. Haskins asked if this was the same engineering firm that the City recently vetted for the water tower project. Mr. Doss indicated "yes".

Without further Committee discussion...

The Committee agreed to recommend that the Law Director draft an ordinance authorizing the City Manager to enter into a contract with Brandstetter Carroll in the total amount of 36,500 for engineering services associated with the Wallace Avenue to Garfield discharge line and Wallace Avenue supply line.

Buses, Through Traffic and Section Revisions to the Previously Proposed Ordinance 2021-81 Discussion

Mr. Minnear explain that the current ordinance needs to be changed to reflect proposed Ordinance 2021-80 related to increasing the gross vehicle weight from 10,000 pounds to 14,000 pounds. Mr. Minnear stated that no vehicles over 14,000 pounds will be permitted on City streets except trucks using City streets for deliveries and drop offs within the City.

Mrs. Chamberland stated that the previously proposed ordinance would have exempted buses traversing in the City. She is proposing changing the language to state "no commercial vehicles weighing more than 14,000 pounds could use City streets.

Mr. Haskins stated that he was concerned with the practice of "cut thru" and that his personal definition of a cut through is starting at point A outside the City and ending at point B outside the City without stopping inside the City.

Mrs. Chamberland noted that any decision to change the existing ordinance will not only impact Cleveland Avenue, but other streets within the City.

Mrs. Vilardo offered a compromise that commercial vehicles under 14,000 lbs. are permitted to travel on City streets.

Mr. Doss asked Mr. Merkle with Scenic River Canoe Excursions for the weight of the small buses. Mr. Merkle replied under 14,000 pounds.

Various residents publicly commented on the issue. Comments included support from the residents for allowing buses on specifically Cleveland Avenue. Those residents stated that they were not adversely impacted by the buses travel and routes by Scenic River Canoe Excursions. Other comments reflected concern over safety for residents of the South Milford neighborhood due to the increasing presence of the full-size buses used by Scenic River Canoe Excursions.

Mrs. Chamberland proposed the following language to address the issue:

“No person shall operate a vehicle exceeding a size specified in Section 339.03 or exceeding a gross vehicle weight rating (gvwr) of 14,000 pounds upon any street in the City other than a State route, except those local streets designated as a truck route and marked as such by appropriate signage indicating “no thru commercial vehicles”. Drivers of such vehicles may provide services, or visit commercial establishments for the purpose of eating, refueling, or conducting other necessary business provided such commercial establishment provides adequate off-street parking to accommodate such vehicles and provided such vehicles are only operated in a reasonable way between the designated route and the place of delivery, pick up, service, or such commercial establishment, or otherwise directed by a police officer. School buses as defined in Section 301.35 shall be expressly exempt from this section.”

The Committee agreed to the proposed language as presented and made a recommendation that the Law Director draft an ordinance amending section 339.02 of the Codified Ordinances of the City of Milford regarding use of local streets.

There being no further business, the meeting adjourned at 6:15 p.m. with a motion from Mr. Haskins, Seconded by Mrs. Chamberland. All agreed.

Respectfully submitted,
Michael Doss, City Manager

“These minutes have been approved and adopted by Mrs. Chamberland, Mrs. Vilardo and Mr. Haskins on April 15, 2021”

As for a different site for a new tank, there is not land undeveloped at an elevation and location within the water system network for the overall system to operate efficiently.

Construction Schedule

A fourteen to eighteen month construction period is typical for this size and type of tank. The primary tasks and associated completion time is provided below.

Shop Drawings/Submittals	10-12	Weeks
Steel and Foundation	16-18	Weeks
Fabrication	8-10	Weeks
Erection	14-16	Weeks
Paint (depending upon bid schedule)	12-14	Weeks
Electrical/Test/Commission	6-8	Weeks

2.3 SUPPLY AND DISCHARGE LINES

In conjunction with the new tank, new supply and discharge lines are required on Wallace Avenue. These line improvements will maximize flow and reliability to not only the immediate Wallace Avenue area but also to the Garfield Avenue area, the existing and planned facilities along Milford Parkway and the new FC Cincinnati Soccer training facility area.

The existing supply and discharge lines are not within a street right-of-way but rather extend up through the wooded areas. The supply line from Main Street extends up the hill towards the tank near Maple Street. The discharge line extends to Garfield Avenue down the hill through the wooded area to opposite the Mill Street/Laurel Avenue intersection on Garfield Avenue. These lines were installed in the mid 1950's when the tank was constructed. They have exceeded the useful life for cast iron pipe.



The 2012 water model indicated that both of these new lines should be 12 inch diameter.



Table 2.2: Wallace Avenue Supply Line Preliminary Opinion of Probable Cost

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
Mobilization/Layout/MOT	1	LS	@ \$ 20,000.00	\$ 20,000.00
Furnish & Install 8" DIP & Fittings and Valves	100	LF	@ 150.00	15,000.00
Furnish & Install 12" DIP & Fittings and Valves	2200	LF	@ 175.00	385,000.00
Class 'C' Concrete	10	CY	@ 100.00	1,000.00
Furnish & Install Fire Hydrant	7	EA	@ 5,000.00	35,000.00
Remove Existing Fire Hydrants	6	EA	@ 500.00	3,000.00
Furnish & Install Fire Hydrant Extension 12" Long	4	EA	@ 500.00	2,000.00
Furnish & Install Valve Box Complete with 1" Air Release	1	EA	@ 500.00	500.00
Additional Excavation	10	CY	@ 35.00	350.00
Exploratory Excavation	10	CY	@ 35.00	350.00
Remove Existing Valve Box	15	EA	@ 300.00	4,500.00
Changing Pipe Sewers	30	LF	@ 50.00	1,500.00
Furnish and Install Copper Service Pipe and Fittings	700	LF	@ 100.00	70,000.00
Furnish & Install Curb & Roadway Box	35	EA	@ 300.00	10,500.00
Pavement Milling (Lane Width)	3000	SY	@ 5.00	15,000.00
Asphalt Paving	175	CY	@ 180.00	31,500.00
Remove and Replace Concrete Curb	200	LF	@ 50.00	10,000.00
Remove and Replace Concrete Sidewalk	1000	SF	@ 10.00	10,000.00
Sub-Total				\$ 615,200.00
Contingencies @ 15%				\$ 92,280.00
Geotechnical Investigation				\$ 6,000.00
Topographic Survey/Base Map				\$ 5,000.00
Design/Construction Documents				\$ 42,500.00
Permitting				\$ 2,000.00
Bidding and Construction Administration				\$ 9,000.00
Inspection				\$ 20,000.00
Total Project Budget				\$ 791,980.00
Round Off @				\$ 792,000.00



Table 2.3: Wallace Avenue Discharge Line Preliminary Opinion of Probable Cost

DESCRIPTION	QTY	UNIT		UNIT COST	TOTAL
Mobilization/Layout/MOT	1	LS	@	\$ 15,000.00	\$ 15,000.00
Furnish & Install 8" DIP & Fittings and Valves	100	LF	@	150.00	15,000.00
Furnish & Install 12" DIP & Fittings and Valves	1200	LF	@	175.00	210,000.00
Class 'C' Concrete	10	CY	@	100.00	1,000.00
Furnish & Install Fire Hydrant	4	EA	@	5,000.00	20,000.00
Remove Existing Fire Hydrants	4	EA	@	500.00	2,000.00
Furnish & Install Fire Hydrant Extension 12" Long	4	EA	@	500.00	2,000.00
Furnish & Install Valve Box Complete with 1" Air Release	1	EA	@	500.00	500.00
Additional Excavation	10	CY	@	35.00	350.00
Exploratory Excavation	10	CY	@	35.00	350.00
Remove Existing Valve Box	15	EA	@	300.00	4,500.00
Changing Pipe Sewers	30	LF	@	50.00	1,500.00
Furnish and Install Copper Service Pipe and Fittings	350	LF	@	100.00	35,000.00
Furnish & Install Curb & Roadway Box	16	EA	@	300.00	4,800.00
Pavement Milling	4000	SY	@	5.00	20,000.00
Asphalt Paving	200	CY	@	180.00	36,000.00
Remove and Replace Concrete Curb	75	LF	@	50.00	3,750.00
Remove and Replace Concrete Sidewalk	200	SF	@	10.00	2,000.00
Sub-Total					\$ 373,750.00
Contingencies @ 15%					\$ 56,062.50
Geotechnical Investigation					\$ 6,000.00
Topographic Survey/Base Map					\$ 4,000.00
Design/Construction Documents					\$ 26,000.00
Permitting					\$ 2,000.00
Bidding and Construction Administration					\$ 9,000.00
Inspection					\$ 20,000.00
Total Project Budget					\$ 496,812.50
Round Off @					\$ 500,000.00

In summary, the overall phased improvements to replace the Wallace Avenue Water Tower Replacement and Water Main is:

Tank Replacement	\$3,200,000
Supply Line	\$800,000
Discharge Line	\$500,000
Total	\$4,500,000

American Rescue Plan Act Funds

\$359,345.54 Round 1 ARPA (2021)

\$359,345.54 Round 2 ARPA (2022)

\$718,691.08 Total ARPA

Wallace Avenue Supply Line

\$ 403,920 City - 51% Match (*ARPA funds*)

\$ 388,080 OPWC - 49% Grant funds

\$ 792,000 Total Probable Project Cost

Garfield Avenue Discharge Line

\$ 255,000 City - 51% Match (*ARPA funds*)

\$ 245,000 OPWC - 49% Grant funds

\$ 500,000 Total Probable Project Cost

\$658,920 ARPA Funds Used

\$59,771.08 ARPA Funds Remaining (*Available*)

An ordinance authorizing application to and an agreement with the Ohio Public Works Commission for the Wallace Avenue Water Tower Supply Line and Garfield Avenue Discharge Line Replacement Projects.

Boone Water Systems, Inc.

1001 Van Eaton Road

Xenia, OH 45385 US

937-376-4572

boonedrill@yahoo.com

Estimate**ADDRESS**

Joe Casteel

City of Milford

101 Race Street

Milford, Ohio 45150

CLIENT

Joe Casteel

City of Milford

101 Race Street

Milford, Ohio 45150

Well #4

ESTIMATE #

1014

DATE

02/14/2020

DATE**ACTIVITY****DESCRIPTION****QUANTITY****UNIT PRICE****TOTAL****Mobilization**Mob/set-up 22w cable tool rig and
surging equipment

1

1,200.00

1,200.00

Crew2 man crew conduct short flow rate
test and shut off head pressure on
existing pump from hydrant at well

1

500.00

500.00

Crew2 man crew with boom truck
remove existing pump and column
pipe and inspect

1

1,100.00

1,100.00

Video Inspectvideo inspect well pre and post
rehab

2

900.00

1,800.00

Well Rehabrehab well utilizing surge and disc
agitation with air (est 22hours,
1.5hrs per ft of screen, 15 ft screen)

22

200.00

4,400.00

Acid

est. 165 gallons of muriatic acid

165

5.25

866.25

Crew2 man crew install existing pumping
equipment and conduct flow rate
test at hydrant

1

1,400.00

1,400.00

Travel timeTravel Time 2 men 2.5 hours/ day
est. 5 days (12.5 hours)

12.50

95.00

1,187.50

TOTAL**\$12,453.75**

Accepted By

Accepted Date



QUOTE # 071321-18

Water Well, Pump, and Treatment Equipment Services

July 13, 2021

Mr. Joe Casteel
City of Milford
745 Center Street
Suite 200
Milford, Ohio 45150

Re: Well #4 Cleaning

Dear Mr. Casteel:

National Water Services is pleased to submit this proposal to redevelop one of the City of Milford's water supply wells. We are basing this proposal on the following:

Diameter	=	16 inches
Screen Length	=	15 feet
Approximate Depth	=	51 feet

Utilizing our experience in your well field, we recommend the following procedure to properly clean your well:

1. After mobilizing to the site, our crew will pull the pump and clean it onsite. Our foreman will review the condition of the equipment with a representative of the Village prior to removal from the site. Once the equipment reaches our shop, it will again be inspected for required repairs upon which a proposal will be submitted to you outlining the necessary repairs. Please be assured that no additional work will be completed without prior authorization.
2. A downhole TV inspection will then be completed on the well to determine the visual condition of its components.
3. Following the video survey, our brushing equipment will be used to remove loose materials in and around the well screen.
4. Our agitating/jetting equipment, which simultaneously agitates and surges, will then be installed in the well. Utilizing this equipment with one of our cable-tool rigs has proven very effective in removing fine sand in and around the screen.
5. Once the discharge water is relatively clear, an acid solution will be injected into the well, agitated through the screen and left overnight.

QUOTE # 071321-18

6. The following morning, our equipment will again simultaneously agitate jet and pump through the entire screen to remove loosened debris. However, before it is discharged on the ground the solution will be neutralized to achieve a pH of 5.5 or greater.
7. A chlorine solution will then be injected, agitated, and left in the well overnight.
8. The following morning, the well will again be agitated and pumped until the cleaning chemicals are removed from it.
9. Our equipment will then be removed from the well and a second video completed.
10. Finally, your repaired pump will be installed, and a flow test performed. This test will determine the effectiveness of the cleaning procedure.

ESTIMATED COSTS

Field Labor: \$ 4,560.00

Mobilize to site, remove well pump, return to shop,
return to site with repaired pump, and install,
conduct flow test, demobilize

Field Labor: To clean well as described above \$ 8,905.00

TV Inspection: 2 @ \$700.00 \$ 1,400.00

Materials/Equipment: \$ 2,112.00

25 pounds calcium hypochlorite
50 pounds sulfamic acid
110 gallons hydrochloric acid
Air compressor
Agitating Equipment

Total Well Cleaning Estimate

\$16,977.00

Please be assured that no additional work will be completed without prior authorization from the City.

All spent chemicals discharged from the well during the cleaning process will be checked for pH, neutralized if needed, and disposed of on the ground.

We assume the City of Milford will provide all protection from electrical lines in and around the well site.



AUTOMATED SYSTEMS ENGINEERING

August 11, 2021

Joe Casteel
Water Treatment Plant Supervisor
City of Milford
745 Center Street, Suite 200
Milford, OH 45150

Subject: Proposal for Systems Integration Services
City of Milford
Water System SCADA System Upgrade Project
ASE Proposal No. P210115

Dear Mr. Casteel,

Thank you for the opportunity to present this proposal to The City of Milford to assist with the Water System SCADA System Upgrade Project. Automated Systems Engineering proposes to furnish the following services:

PROJECT OVERVIEW

The existing SCADA system is obsolete and no longer supported. This solution involves the replacement of the existing SCADA Workstations and the upgrade of the SCADA Software, utilizing AVEVA Wonderware In-Touch system. The data historian will also be upgraded to the latest version. The Win911 remote alarming system will also be upgraded as part of this project. A new firewall will be installed for system security.

DESIGN SERVICES

This project involves the upgrade of the Operator workstations and SCADA software. It does not involve the upgrade of the Programmable Logic Controller (PLC), so no design services are included in this scope.

SCADA SYSTEM UPGRADE SERVICES

SYSTEM MIGRATION KICK-OFF MEETING

A kick-off meeting will be held prior to the system migration to review the scope of work, the project schedule, and basic system requirements.

WORKSTATION SETUP & NETWORK CONFIGURATION

ASE will setup the new SCADA workstations and configure the SCADA system networks, including the following tasks:

- Setup Operating System (OS)
- Configure network settings
- Setup Users
- Install AVEVA 2020 R2 Patch 01

MIGRATION OF SCADA SYSTEM APPLICATION

ASE will perform the migration of the existing AVEVA Wonderware In-Touch SCADA application to the latest version. No new screens are included in this scope of services. This task does not include making changes to the In-touch application.

REMOTE ACCESS & FIREWALL SETUP

Remote access of the SCADA system will be achieved through a new firewall for system security. ASE will install and configure the firewall and will coordinate with the City's IT Department, as needed.

SCADA SYSTEM HISTORIAN

ASE will setup and configure the new Historian. The City will provide ASE with a list of tags that will need to be included in the Historian.

REMOTE ALARMING SYSTEM

ASE will setup and configure the upgraded Win911 Remote Alarming System.

PROGRAMMING DOCUMENTATION

All SCADA System configuration files will be provided to the City in electronic format at the completion of the successful system checkout and startup.

SYSTEM CHECKOUT AND STARTUP SERVICES

OFF-LINE SOFTWARE TESTING

The new SCADA software will be installed on the new workstations and configured with the necessary changes required to upgrade the application files. The SCADA Systems will be tested off-line to the extent practical, prior to tying into the live control system network.

SYSTEM CHECKOUT AND STARTUP

ASE will provide checkout and startup services for the upgraded systems. The checkout will include static system checkout, and dynamic functional system checkout. ASE will test the migrated system in parallel with the existing system to verify functionality, prior to final system cutover.

The City will provide an Operator to work with ASE during the final checkout and startup of the system to operate the equipment and ensure everything is working as expected.

It is assumed that the checkout and startup will be performed during normal working hours and no overtime will be required.

SYSTEM FOLLOW-UP SUPPORT

After the system startup, the City will prepare a final punch list of items related to the system upgrade that need to be modified or adjusted. ASE will coordinate with the City to complete the items on the list to the City's satisfaction.

An allowance of up to 4 hours for follow-up support is included in the scope. If changes are requested by the City, outside of the scope of the upgrade, then ASE and the City can negotiate a separate scope and fee to cover the additional work.



SYSTEM TRAINING

Since the graphics will be re-used, no Operator training is required, other than basic hands-on training during the system checkout with Operators. The training will include SCADA screens functions and navigation, if any changes are made. Training does not include Vendor specific SCADA System Configuration software training. Training for specific vendor provided software can be purchased by the City directly from each Vendor.

HARDWARE AND SOFTWARE ALLOWANCE

Details regarding the hardware and system software are included in the allowance are provided in the Systems Integration Cost Breakdown (Exhibit A). The Hardware and Software Allowances included in Exhibit A are based on the information obtained during the site visit and based on information provided by the original SCADA system supplier (ATR). Spare parts are not included in the allowance. Should the City decide to make any changes, the final cost will be adjusted accordingly, and the City will approve any changes prior to ASE purchasing the hardware and software.

PROJECT MANAGEMENT AND ADMINISTRATION

Joseph Walker, President of Automated Systems Engineering, will serve as the Project Manager and Lenny Pearce will be the Sr. Systems Engineer assigned to lead the system upgrade, checkout and startup. Katherine Sostaric, will serve as the Administrative Assistant for the project.

PROJECT BUDGET AND BILLING SUMMARY

See attached Exhibit A for the estimated project budget.

We propose to offer these services on a fixed price basis, with the hardware and software paid for upfront upon issue of the Purchase Order, and the remaining balance for services billed monthly based on percent completion of services and per the attached terms and conditions (Exhibit B). Written change orders may be negotiated, as required, to extend the contract beyond the original Scope of Work as stated in this proposal. Pricing is valid for 30 days from date of proposal.

ASSUMPTIONS & EXCLUSIONS

- Automated Systems Engineering's responsibilities are limited to the scope of work as listed in this proposal.
- SCADA system software upgrades are based on the record information obtained by the City's original software distributor. ASE assumes that their records are accurate. If any licenses were missing from their list, then the City would need to purchase those licenses separately outside of the scope of this project or issue a change order to ASE to cover any additional costs.
- ASE is planning to migrate the existing SCADA software to the latest version. Although we don't anticipate any major issues, ASE assumes no responsibility for any existing files that



are corrupt or compromised. Should ASE run into any issues with the existing application files during the migration, we will bring it to the attention of the City right away to see how they wish to proceed with resolving any issues.

- Engineering Service hours are an estimate of the time required to perform the necessary work. If for some reason issues arise that will require more time to perform that given task, ASE will quote the additional time required.
- The customer is required to provide the network settings, usernames and passwords that need to be created. All other settings will be configured based on best practices for the AVEVA software
- ASE will provide all documentation to the City in electronic format.

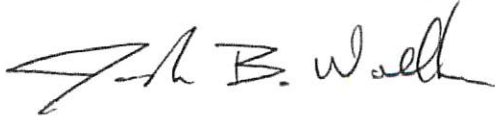
PROJECT SCHEDULE

Estimated completion dates of the services provided by ASE are based on a mutually agreeable schedule by the City and ASE as defined at the beginning of the project. Meeting the schedule will require timely feedback from the City on questions and decisions regarding the project requirements.

We appreciate the opportunity to present the City of Milford with this proposal and look forward to working with you on this project. Should you have any questions, please contact Joe Walker at (513) 304-2732 or via email at Joe.Walker@asenetwork.com.

Best Regards,

AUTOMATED SYSTEMS ENGINEERING LLC



Joseph B. Walker P.E.
President



EXHIBIT A
SYSTEMS INTEGRATION ESTIMATED BUDGET

City of Milford - SCADA System Upgrade									
	Joe Walker, P.E.	Lenny Pearce, P.E.	Kathy Sosteric	Total Labor Hours	Professional Services	Software Allowance	Hardware Allowance		
Description	Project Manager	Sr. Systems Engineer	Admin. Asst.		Sub-total	Sub-total	Sub-total		Subtotals
Systems Migration, Checkout & Startup Services									
Workstation Setup & Network Configuration	6	24	0	30					
Migration of SCADA System Application	6	24	0	30					
Setup Remote Access & Firewall	2	8	0	10					
SCADA System Historian Configuration	8	40	0	48					
Win911 Remote Alarming System Configuration	6	24	0	30					
System Checkout & Startup Services	8	24	0	32					
Project Management and Administration	4	0	4	8					
	40	144	4	188					
Subtotal for Programming, Checkout, & Startup Services					\$ 35,348	\$14,300	\$ 9,900		\$ 35,348
Software Allowance									
Wonderware & Win-911 Software Allowance, including:									
Upgrade AVEVA InTouch HMI 2020 Workstation 60k tag with I/O (Qty 2)									
Upgrade AVEVA Historian 2020, Standard 100 Tag (Qty 1)									
Wonderware Customer Frist Program - Standard Level Agreement (Qty 1)									
Win-911 Support Renewal (Qty 1)									
Hardware Allowance									
SCADA Workstations tower computers (Qty 2):									
w/Windows 10 Pro, Intel Core i9, 16GB RAM, 1TB hard drive, Keyboard & Mouse									
Assume re-use existing monitors, so new monitors are not included									
Secomea Site Manager 1129 Lan (Qty 1)									
w/1 Enet Port, Enables 5 device agents, starter package w/1 Link Manager concurrent user license									
Subtotal for Hardware & Software Allowances						\$14,300	\$ 9,900	\$ 24,200	
Sub-total for SCADA System Upgrade									\$ 59,548

EXHIBIT B
ASE STANDARD TERMS AND CONDITIONS

1. **Standard of Care:**
The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.
2. **Compensation:**
For the scope of services stated in the attached proposal, Client agrees to pay Consultant the compensation as stated in the proposal. Consultant agrees to submit invoices to Client for services rendered in the manner and format as stated in the attached proposal. Unless specified otherwise in the proposal, Terms are Net 30. If any payment owed to Consultant hereunder is not made when due, it shall bear interest, at one and one-half percent (1.5%) per month, compounded monthly or, if less, the maximum rate permitted by law, from the date on which it is due until it is paid.
3. **Indemnification:**
Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
4. **Risk Allocation:**
In recognition of the relative risks, rewards and benefits of the project to both the Client and ASE, the risks will be allocated so that the Client agrees that, to the fullest extent permitted by law, ASE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising from ASE's services shall not exceed the total amount of the fees paid to ASE for this project. Such causes include, but are not limited to, ASE's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty.
5. **Force Majeure:**
Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
6. **Dispute Resolution:**
Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
7. **Termination of Contract:**
Client may terminate this Agreement with seven days prior written notice to Consultant. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for services, expenses and other related charges.
8. **Hazardous Environmental Conditions:**
It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
9. **Ownership of Documents:**
All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of construction, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorney's fees, arising out of such



reuse by Client or by others acting through Client.

10. Use of Electronic Media:

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

11. Construction Phase Services:

If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor, not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

12. Opinions of Cost:

When Included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

13. Non-Solicitation:

Client acknowledges that ASE's relationships with its partners, principals, personnel and contractors are valuable business assets of ASE. During the Term of this Agreement and for a period of three (3) years thereafter, Client shall not directly or indirectly employ or solicit any such partner, principal, personnel or contractor of ASE, unless mutually agreed to in writing by Client and ASE.



ADDENDUM

This document serves to add the following to the contract dated October 13, 2017 (the "Contract") between the City of Milford, Ohio (the "City") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective August 1, 2021 and continuing through July 31, 2022 Rumpke shall continue to provide weekly unlimited solid waste collection (including yardwaste and large items) and one (1) time per week curbside recycling collection for all residential units within the City of Milford billed directly to the City as follows:

Residential Trash:	\$11.40 Per Unit Per Month
Residential Recycle:	\$ 4.16 Per Unit Per Month

Each resident will be provided with (1) 95-gallon trash cart and (1) 65-gallon recycle cart at no additional charge. Additional trash or recycle carts will be billed directly to the resident at \$3.00 each per month.

The City's monthly invoice will also continue to reflect a charge of \$.29 per unit Generation Fee Adjustment Factor. The City's invoice will continue to reflect a fuel surcharge that will be updated quarterly.

All other terms and conditions of the original contract dated October 13, 2017 shall remain unchanged.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and

which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the City shall, after negotiation with Rumpke and approval by the City Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) year effective August 1, 2021 and continuing through July 31, 2022. This contract may be renewed for one (1) additional one-year option period upon mutual written agreement of both parties.

CITY OF MILFORD, OHIO

City Manager

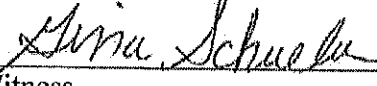
Witness

Date

RUMPKE OF OHIO, INC.



William J. Rumpke, Jr., President



Witness



Date

Exhibit A: Bid Forms

Required Services: Curbside Solid Waste & Recycling Collection**

Base Bid price shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service, 5 years
Amberley (1,352 RU) Deer Park (2,209 RU) Monroe (4,273 RU) Silverton (2,194 RU) Woodlawn (824 RU) [Total RU = (10,852)]	Year 1-3 = \$ 10.00 Ext. Year 1 = \$ 10.40 Ext. Year 2 = \$ 10.82	Year 1-5 = \$ 10.25

All prices shall be expressed in per residential unit ("RU") per month charge, for the approximate number of units listed (1)	Unlimited Solid Waste Collection Service, with the provision of a 96 gallon solid waste cart, 3 years (with possible +1 year, +1 year extensions)	Unlimited Solid Waste Collection Service with the provision of a 96 gallon solid waste cart, 5 years
Milford (2,000 RU)	Year 1-3 = \$ 11.00 Ext. Year 1 = \$ 11.40 Ext. Year 2 = \$ 11.82	Year 1-5 = \$ 11.25

Per RU per month surcharge for Recyclables Collection Service with a 64 gallon rolling cart (1)	Weekly Recycling Collection Service, 3 years (with possible +1 year, +1 year extensions)	Weekly Recycling Collection Service, 5 years
Amberley (1,352 RU) Deer Park (2,209 RU) Milford (2,000 RU) Monroe (4,273 RU) Woodlawn (824 RU) [Total RU = (10,658)]	Year 1-3 = \$ 4.00 Ext. Year 1 = \$ 4.16 Ext. Year 2 = \$ 4.33	Year 1-5 = \$ 4.10

Per RU per month surcharge for Recyclables Collection Service once every two weeks with a 64 gallon rolling cart (2)	Weekly Recycling Collection Service, 5 years
Silverton (2,194 RU)	Year 1-5 = \$ 2.75

(1) The base bid price shall not include the Per Residential Per Unit per month Generation Fee Adjustment Factor, which for the Adams-Clermont Solid Waste Management District (Milford) is \$0.17, for the Butler County Recycling and Solid Waste District (Monroe) is \$0.06, and for the Hamilton County Recycling and Solid Waste District (Amberley, Deer Park, Silverton, Woodlawn) is \$0.00

(2) If the Village of Silverton chooses not to accept the five year recycling option, the hauler shall directly bill residents who partake in Silverton's current subscription recycling program (currently ~350 subscribers) at the rate for direct billing indicated in Exhibit A and the price for curbside recycling indicated above.



CITY OF MILFORD

745 Center Street, Suite 200, Milford, OH 45150
Phone: 513-831-4192
Fax: 513-248-5096
www.milfordohio.org



To: Honorable Chair Kim Chamberland and Members Amy Vilardo & Ted Haskins
Public Services Committee

From: Pat Wirthlin, Finance Director

Date: August 13, 2021

Subject: Wastewater Utility Revenue Allocation

Two Funds

The City maintains two Wastewater funds:

- Sewer Revenue Fund (for salaries and operations)
- Sewer Capital Improvement Fund (for large capital expenditures)

~\$90K Current Operating Deficit

The Sewer Revenue fund is running at a deficit to the tune of ~\$90K. This is not a surprise ... we built this into the budget as something to address this year. (The Wastewater rates and allocation percentages have not changed in 15 years.) We will address the actual wastewater rates at a future committee meeting. Of immediate concern ...

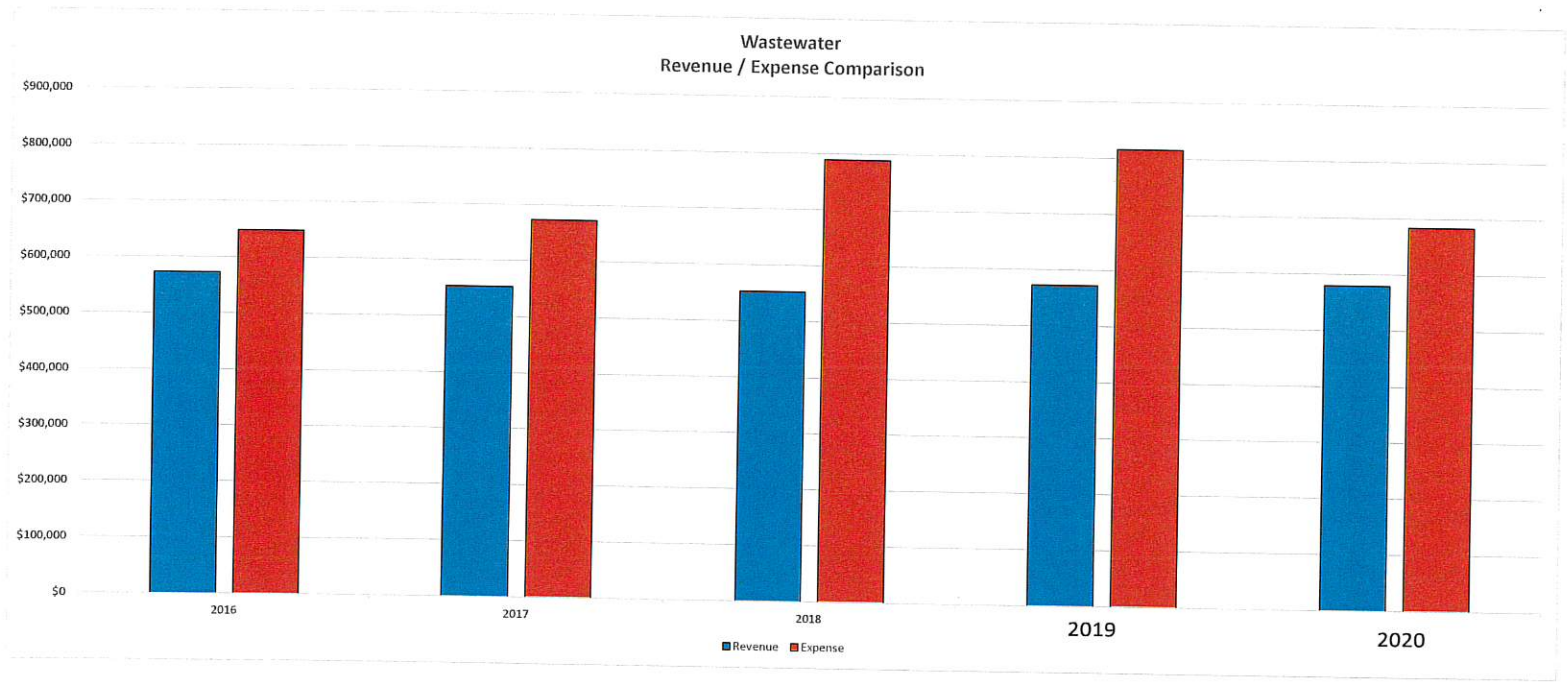
100% Collections to Operations in 2021, then 60/40

I recommend allocating 100% of Wastewater collections to the Sewer Revenue Fund effective immediately until year-end. This will make the operating fund whole. For 2022 and onward, I recommend a 60/40 operating/capital split (same as Water).

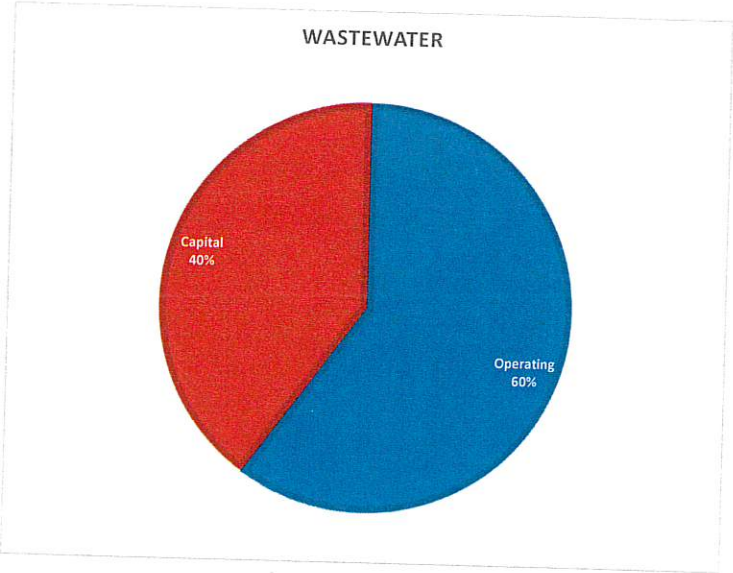
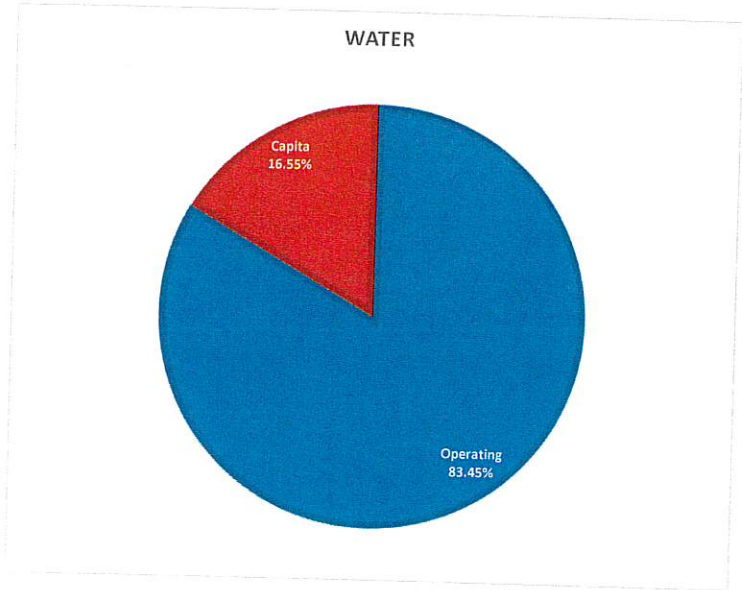
Staff Suggestion for Committee Recommendation

RECOMMENDATION TO AUTHORIZE THE LAW DIRECTOR TO PREPARE AN OFINANCE AUTHORIZING THE ALLOCATION OF 100% OF WASTEWATER UTILITY COLLECTIONS TO THE SEWER REVENUE FUND FOR THE REMAINDER OF 2021, EFFECTIVE IMMEDIATELY. STARTING WITH YEAR 2022, 60% OF SAID COLLECTIONS SHALL BE CREDITED TO THE SEWER REVENUE FUND AND 40% OF SUCH COLLECTIONS SHALL BE CREDITED TO THE SEWER CAPITAL IMPROVEMENT FUND.

Wastewater Operating Fund
5-Year Revenue / Expense Comparison
FY 2016 to 2020



Revenue Split
Water v Wastewater
2021



Fund	Water
Operating	83.45%
Capital	16.55%
Total	100.00%

Wastewater
60%
40%
100%

			2021					
			Revenue Budget					
			2017	2018	2019	2020	2021	2021
							Budget	July
Acct #		Funding Source	Actual	Actual	Actual	Actual	Original Certificate	Actual
503	1520	Sewer Collections	526,604	526,289	545,522	518,240	497,000	254,465
503	1670	Inspection Fees	400	950	350	400	350	500
503	1709	HRA Subsidy						
503	1710	Reimbursements	7,821	7,850	19,361	58,425	15,000	5,450
503	1730	Interest	8,058	8,489	5,844	1,866	1,800	230
503	1740	Sale of Assets			925			
503	1900	Miscellaneous	10,193	8,776	20	381		
503	1955	Collection Agency Fees						
503	1956	Transfer In - Sewer Capital Fund						
SEWER FUND - TOTAL			\$ 553,076	\$ 552,353	\$ 572,022	\$ 579,312	\$ 765,150	\$ 350,645

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 06-518

Passed April 18, 2006

AN ORDINANCE INCREASING **SEWER** RATES FOR THE CITY OF MILFORD

Now, Therefore, Be It Ordained By The Council Of The Municipality Of Milford, Ohio:

Section 1.

Sewer rates shall be based upon water usage and shall be billed every two months according to the following rate schedule effective May 18, 2006.

I. Inside Corporation Limits

<u>User Class</u>	<u>First 2,000 Gallons Minimum</u>	<u>Per 1,000 Gallons After first 2,000 Gallons</u>
Residential	\$9.80	\$4.90
Commercial	\$9.80	\$4.90
Governmental	\$9.80	\$4.90
Institutional	\$9.80	\$4.90

II. Outside Corporate Limits

<u>User Class</u>	<u>First 2,000 Gallons Minimum</u>	<u>Per 1,000 Gallons After First 2,000 Gallons</u>
Residential	\$14.70	\$7.35
Commercial	\$14.70	\$7.35
Governmental	\$14.70	\$7.35
Institutional	\$14.70	\$7.35

Section 2.

Sixty percent of the collection pursuant to this Ordinance shall be credited to the Sewer Revenue Fund and 40% of such collections shall be credited to the Sewer Capital Improvement Fund. New Debt Issues plus Sewer G.O. Note Debt and OWDA debt will be paid from the Sewer Capital Improvement Fund. The Sewer G.O. Bond Debt will be paid from the Sewer Revenue Fund and/or the Sewer Bond Retirement Fund.

Section 3.

All other sections of Ordinance No. 91-1396 and Ordinance No. 98-1914, except as are expressly amended herein, shall remain in full force and effect.

Section 4.

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 15-1160

Passed May 5, 2015

AN ORDINANCE INCREASING **WATER** RATES FOR THE CITY OF MILFORD

Now, Therefore, Be It Ordained By The Council Of The Municipality Of Milford, Ohio:

Section 1.

Rates or charges for the use and service of the municipal water system shall be based upon the amount of water supplied by the municipal waterworks system as shown by the water meter readings and all such users of said water system shall be charged every two months based on the water meter readings for each two month period according to the following rates:

I. Water Rates Within Corporation Limits

Service Fee	\$4.55
Usage Rate	\$4.55 per 1000 gallons

II. Water Rates Outside Corporation Limits

Usage Rate	\$6.80
	\$6.80 per 1000 gallons

The foregoing water rates shall be effective on the August, 2015, utility bills

Section 2.

83.45% of the collections pursuant to this Ordinance shall be credited to the Water Revenue Fund and 16.55% shall be credited to the Water Improvement Fund.

Section 3.

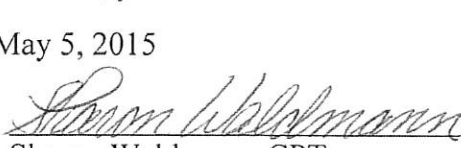
This Ordinance shall amend and supersede Ordinance No. 14-1069, and shall amend and supersede any other Ordinances, Resolutions, Rules, or Regulations which are inconsistent herewith.

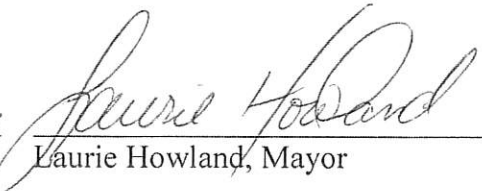
Section 4.

^{shall}
This Ordinance become effective immediately upon its passage by City Council.

ADOPTED: May 5, 2015

ATTESTED:


Sharon Waldmann, CPT


Laurie Howland, Mayor

Jackie Bain

Subject:

FW: City of Milford - Public Services Committee meeting agenda

Jackie Bain
Clerk of Council/Administrative Assistant
City of Milford

From: Dave Schaff <daveschaff@gmail.com>

Sent: Tuesday, August 10, 2021 11:23 AM

To: Jackie Bain <jbain@milfordohio.org>

Subject: Re: City of Milford - Public Services Committee meeting agenda

Hi Jackie. Thanks as always for sending out the City of Milford communications. Is there anyway that I could speak at this meeting about the significant asphalt erosion occurring on valley view in front of my house (12 valley view). The area where there would typically be a curb on the street is almost 2 feet deep in some spots due to rain erosion and very hazardous (a couple cars have gotten stuck in the 8 months I have lived here). Additionally the street is showing signs of buckling due to the erosion now penetrating under the street itself. I can tell the city made a major investment in the stormwater in this neighborhood and I would hate to see the problem get worse and create a much more expensive fix. I have a solution that I would like to discuss with the public services committee. I'm happy to share my suggestion for a fix and to show someone the erosion as I work remotely from my house. Thank you much.

Dave Schaff (513-470-3440)

On Tue, Aug 10, 2021 at 10:08 AM Jackie Bain <jbain@milfordohio.org> wrote:

Jackie Bain
Clerk of Council/Administrative Assistant
City of Milford

513.831.4192 Ext. 5476

jbain@milfordohio.org

www.milfordohio.org

www.facebook.com/milfordohio



ExchangeDefender Message Security: [Check Authenticity](#)