

RESOLUTION NO. 2015-42-F

**AUTHORIZING THE MUNICIPAL MANAGER TO EXECUTE AN
AGREEMENT WITH THE GREATER CINCINNATI WATER WORKS
FOR WASTE COLLECTION BILLING SERVICES**

WHEREAS, the Village of Greenhills finds it necessary to bill its residents and/or residential property owners for waste collection services; and

WHEREAS, the Greater Cincinnati Water Works has expertise in billing services and can, therefore, provide these services in a cost-effective and efficient means to the Village of Greenhills.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Greenhills, Ohio.

SECTION 1.

That the Municipal Manager is hereby authorized to execute the attached agreement with the City of Cincinnati/Greater Cincinnati Water Works for waste collection billing services, substantially in the form attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2.

That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this 24th day of November, 2015.

David Moore, MAYOR /s/

Kathryn L. Lives, CLERK OF COUNCIL /s/

Waste Collection Billing Agreement between the City of Cincinnati and the Village of Greenhills, Ohio

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, by and between the City of Cincinnati, Ohio, herein sometimes referred to as “Cincinnati” and the Village of Greenhills, herein sometimes referred to as “Greenhills.”

WITNESSETH:

WHEREAS, Cincinnati owns and operates the Greater Cincinnati Water Works (GCWW), a public water supply system and has been supplying Greenhills retail water by way of Greenhills’ acceptance on November 16, 1987 and extension on November 23, 2010 of the agreement between the Hamilton County Commissioners and Cincinnati for retail water service dated July 1, 1987; and

WHEREAS, Greenhills finds it necessary to bill its residents and/or residential property owners for waste collection services, and believes an agreement with Cincinnati to provide these services is a cost-effective and efficient means to provide these services; and

WHEREAS, Cincinnati has expertise in billing waste collection to residents and businesses for the Ohio cities and villages of Amberley Village, Arlington Heights, Cheviot, Deer Park, Elmwood Place, Forest Park, Golf Manor, Mason, Mt. Healthy, North College Hill, Silverton, and Woodlawn, and the Lexington-Fayette Urban County Government in Lexington, Kentucky, and can provide this billing service to Greenhills without extensive or costly modifications to Cincinnati’s current billing system and therefore can provide a cost-effective service to Greenhills; and

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions contained herein, the parties hereby agree as follows:

Section 1: Purpose of Agreement

The purpose of this Agreement is to establish the terms and conditions under which Cincinnati will provide waste collection billing services to Greenhills.

Section 2: Cincinnati Responsibilities

- A) Waste collection fees. Cincinnati shall bill Greenhills waste collection services based upon the rates specified in Exhibit “A” Greenhills Ordinance No. _____ and as may be amended from time to time by Greenhills thereafter. Greenhills agrees that all charges shall be pro-rated over 365 days.

Cincinnati will initiate waste collection charges when a new owner informs Cincinnati that such new owner will be assuming water and sewer charges at a property, unless specifically directed in writing (e-mail may be used) by Greenhills not to do so.

Cincinnati will continue to bill waste collection charges when water service is disconnected to a property unless specifically directed in writing (e-mail may be used) by Greenhills to suspend billing.

Greenhills agrees that Cincinnati shall charge the same late fee for waste collection payments as is applied to all Cincinnati consumers' water charges. The current late fees for these charges are approximately 10% per year. Greenhills agrees that should the late fees applied to all Cincinnati retail water charges be increased by Cincinnati City Council to its consumers, the same rate increase shall be applied to Greenhills' waste collection fees without amendment to this agreement after notification to Greenhills of said fee increase.

- B) Fee for collecting waste service charges. The fee for waste collection services shall be based upon five (5) percent of the total revenues billed. This fee shall be deducted from the waste collection revenues remitted to Greenhills monthly.
- C) Adjustments to accounts. Cincinnati may make debit and credit adjustments to waste collection charges that result from a billing system malfunction or other normal and customary billing charges, including, but not limited to, bad check charges, shut-off of service charges, posting charges and late fees. Late fees assessed to Greenhills' waste collection customers shall be the same as assessed on late payments for water payments by Cincinnati to all its consumers. Authorization for the credit of charges for portions of or entire billing periods when property is reported vacant by the customer is at the discretion of Greenhills and should not be granted by Cincinnati unless specifically directed in writing by a representative of Greenhills as designated by the Municipal Manager.
- D) Application of Partial Payments. Cincinnati shall apply partial payments to the utility accounts against the oldest charges first. If there are multiple charges (i.e. water, sewer, waste collection) with the same oldest due date, payments are applied by percentage over all charges, including late and miscellaneous charges. Payments will not apply against charges with more recent due dates until the oldest charges have been satisfied.
- E) Remittance to Greenhills. Funds collected in accordance with paragraph A above shall normally be remitted by Cincinnati to Greenhills on a monthly basis. Circumstances that may delay remission include but are not limited to: bank holidays, City of Cincinnati employee holidays, problems with transaction reports caused by computer malfunctions and problems with bank or courier pick-ups.
- F) Reports to Greenhills. Cincinnati shall transmit the following reports to the Greenhills Municipal Manager:
- a) Monthly waste collection report with the remittances.
 - b) A semi-annual report of all accounts that do not have a waste collection service fee or are missing the number of dwelling units for billing.
 - c) A new customer report whenever a new customer account is initiated in Greenhills.

- d) A weekly report of any changes in water service status (disconnection or reconnection) for vacant properties.
- G) Billing service questions. Cincinnati shall attempt to answer all Greenhills customer questions regarding billing amounts, late charges and calculations of waste collection services. Questions concerning service difficulties, authorization for the establishment of rates, or contracts between Greenhills and private contractors, will be referred to the current waste collection service provider or Greenhills as designated by the Municipal Manager.

Section 3: Greenhills Responsibilities

- A) Existing Greenhills billing records. Greenhills shall provide Cincinnati a data base file of existing customer account records to establish Cincinnati's initial billing database for waste collection services at no cost to Cincinnati.
- B) Greenhills receipt of revenues information. Greenhills shall provide Cincinnati the appropriate bank account information where deposits shall be made on its behalf for the waste collection billing revenues or the appropriate Greenhills representative's name and address for sending a monthly check. Greenhills shall notify Cincinnati in writing 14 days prior to any desired change in the designation of the appropriate bank account or name and address change for mailing a monthly revenue check.
- C) Change in collection fee structure. The percentage of the fee specified in Section 2 B above shall be reviewed for increase (i) if Greenhills requests that Cincinnati eliminate or add any additional billing services or (ii) if Cincinnati should purchase new billing system software or a new call management system or (iii) should Cincinnati subcontract its billing services. An agreement for a change in the means of calculating the waste collection fee, or the percentage of fee applicable, or for providing additional fee collection services, shall be addressed and agreed to in a written memorandum of understanding between the GCWW Director and the Greenhills Municipal Manager.
- D) Change in collection fees. Greenhills shall notify Cincinnati in writing at least 30 days prior to the date it wishes to implement a rate change to waste collection charges addressed in this Agreement. Greenhills shall notify Cincinnati 60 days prior to desiring Cincinnati to execute any billing methodology change or to commence billing any additional services. Cincinnati will review such request and respond to Greenhills' request for a methodology change within 30 days. Greenhills understands that a change in methodology of billing is contingent upon Cincinnati's then current billing system being capable of implementing the change and/or Greenhills' assuming the costs associated with the modification to Cincinnati's billing system to implement the methodology change requested by Greenhills.

- E) Communications. Written communications from Greenhills to Cincinnati concerning corrections, credits or other service issues in this agreement may be completed by the appropriately authorized Greenhills representative electronically mailing this information to: GCWWBilling@gcww.cincinnati-oh.gov. Cincinnati shall notify the Greenhills Municipal Manager in writing (e-mail may be used) if there is a change in the designation of those who should receive this information.

Section 4. Term

- A) This Agreement shall renew automatically on the anniversary date each year unless the parties agree otherwise in writing 60 days prior to the renewal period.
- B) This Agreement may be terminated upon sixty days written notice by either party. However, if Greenhills prior to December 31, 2017 terminates this agreement, Greenhills shall reimburse Cincinnati for its costs to set up and modify the Cincinnati billing system to accommodate Greenhills' waste collection billing and any other start-up administrative costs.

WITNESS WHEREOF, the City of Cincinnati Water Works Director, as authorized by Section 401-90(a) of the Cincinnati Municipal Code, and the Village of Greenhills, acting by and through its Municipal Manager duly authorized by Ordinance No. _____, have hereto set their hands as of the date first written above.

RECOMMENDED:

Village of Greenhills

Cathy B. Bailey, Director
Greater Cincinnati Water Works

Evonne Kovach
Municipal Manager

APPROVED AS TO FORM:

Cincinnati Assistant City Solicitor