

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF PARMA

FOR

BROOKDALE/BROADVIEW SEPTIC SYSTEMS ABATEMENT PROJECT

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2018 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 31417, adopted by the District's Board of Trustees on November 2, 2017 (Exhibit "A"), and the City of Parma ("Member Community"), a City of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 201_ (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

RECITALS

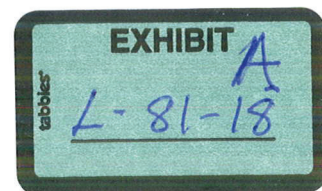
WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C"); and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Brookdale/Broadview Septic Systems Abatement project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"



WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of installing sanitary sewers and removing the failed Home Sewage Treatment Systems that discharge 10,000 gallons per day into the environment (16 homes and 1 commercial business) as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D and the Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.
- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.

- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings. The District Representative shall receive progress meeting minutes from the Member Community within five (5) business days of the meeting for review and comment, as may be necessary.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall notify the District Representative of the awarded bid amount within seven (7) calendar days of the award.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 3. Ownership, Operation, and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of

the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed One Hundred Sixty Thousand One Hundred Sixty Dollars (\$160,160.00) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2018 is \$160,160.00. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watersheds. The District shall withhold five percent (5%) or \$8,008.00 of the District Funds until the District receives final record drawings for the MCIP Project and the letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, Differing Site Conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2018 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 27, 2018 for work completed January 1, 2018– March 31, 2018;
- Second Request: Due July 31, 2018 for work completed April 1, 2018- June 30, 2018;
- Third Request: Due October 31, 2018 for work completed July 1, 2018 – September 30, 2018;
- Fourth Request: Due January 31, 2019 for work completed October 1, 2018 – December 31, 2018;
- Fifth Request: Due April 30, 2019 for work completed January 1, 2019 – March 31, 2019;
- Sixth Request: Due July 31, 2019 for work completed April 1, 2019- June 30, 2019;
- Seventh Request: Due October 31, 2019 for work completed July 1, 2019 – September 30, 2019; and
- Eighth Request: Due January 31, 2020 for work completed October 1, 2019 – December 31, 2019.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District and available at: <http://www.neorsd.org/mcip.php>.

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right To Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

- 7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

- 8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

Article 9. Dispute Resolution.

- 9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
Director of Watershed Programs	James Mihelich

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Hasmukh Patel

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Watershed Funding Administrator	James Mihelich

Article 12. Release of Liability.

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

Article 13. Miscellaneous.

13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any

commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

Exhibit "A" – District Resolution

Exhibit "B" – Member Community's Authorizing Ordinance

Exhibit "C" – Request for MCIP Proposals

Exhibit "D" – Member Community's MCIP Application

Exhibit "E" - Member Community's Certification of Funds

Exhibit "F" – MCIP Policy, Process, and Procedures

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The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF PARMA

By: _____

The legal form and correctness of this instrument is approved.

By: _____
ERIC LUCKAGE
District's Chief Legal Officer

Date: _____, 2018

This Instrument Prepared By:
Katarina Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF PARMA

FOR

2018 MEMBER COMMUNITY INFRASTRUCTURE
PROGRAM PROJECT:

BROOKDALE/BROADVIEW SEPTIC SYSTEMS
ABATEMENT

Total Approximate Cost: \$160,160.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required
to meet the contract, agreement, obligation,
payment or expenditure, for the above, has
been lawfully appropriated or authorized or
directed for such purpose and is in the
Treasury or in process of collection to the
credit of the fund free from any obligation or
certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

DISTRICT RESOLUTION

EX. A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 314-17

AUTHORIZATION TO ENTER INTO MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM (MCIP) AGREEMENTS WITH MEMBER COMMUNITIES TO PROVIDE DISTRICT FUNDING FOR NINE (9) 2018 MCIP PROJECTS, WITH A TOTAL DISTRICT CONTRIBUTION FOR ALL PROJECTS IN THE AMOUNT OF \$3,946,142.15

WHEREAS, the Member Community Infrastructure Program (MCIP) is a funding program provided by the District to assist member communities with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment; and

WHEREAS, the District received twenty (20) proposals for the 2018 MCIP and the Director of Watershed Programs recommends entering into agreements to fund nine (9) projects in the amount of Three Million Nine Hundred Forty-Six Thousand One Hundred Forty-Two and 15/100 Dollars (\$3,946,142.15);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

Section 1. That this Board determines that the 2018 MCIP Program serves a public purpose to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

Section 2. That this Board hereby authorizes the District to enter into MCIP agreements with member communities to provide District funding for nine (9) 2018 MCIP projects in an amount not to exceed Three Million Nine Hundred Forty-Six Thousand One Hundred Forty-Two and 15/100 Dollars (\$3,946,142.15), as follows:

Community	Project	Recommended Award	2018 Disbursement
Village of Richfield	Briarwood Area Wastewater Pump Stations	\$891,500.00	\$891,500.00
Mayfield Village	Thornapple Drive & Robley Lane New Sanitary Sewer	\$750,000.00	\$750,000.00
Parma	Brookdale/Broadview Septic Systems Abatement Project	\$160,160.00	\$160,160.00
Garfield Heights	Midwest Neighborhood Storm/Sanitary Sewer Reconstruction Phase 2	\$1,000,000.00	\$333,333.00
Maple Heights	Milan/Harian Drive Sanitary Replacement Project	\$153,544.65	\$153,544.65
Newburgh Heights	Arlington Avenue Sewer Separation	\$178,000.00	\$178,000.00
South Euclid	2018 Manhole Separation Project	\$230,770.00	\$230,770.00
Lyndhurst	Wellington, Cherokee and Shawnee I & I Reduction	\$182,167.50	\$182,167.50
Shaker Heights	Shaker SSO VA9 Fernway Control Projects	\$400,000.00	\$400,000.00
	Project Totals	\$3,946,142.15	\$3,279,475.15

(A)

EXHIBIT B

Ordinance No. L-81-18 will be inserted upon passage

(B)

REQUEST FOR MCIP PROPOSALS

EX. C



**Northeast Ohio Regional Sewer District
2019 Member Community Infrastructure Program
Request for Proposals
March 2018**

Introduction

The Northeast Ohio Regional District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

The District will provide funding for up to 75% of project costs. The MCIP funds will be provided by the District on a reimbursement basis directly to the community based on MCIP project costs, conditioned on the District's prior approval of the design and construction of the project.

The District will determine the appropriate funding mechanism, grant, or community operating lease, during project evaluation. Determination of the funding mechanism for the project will be at the discretion of the District. Refer to the MCIP Policy for additional background and information on the funding mechanism.

Eligible Projects

Eligible projects include, but are not limited to the following:

- **Projects to Mitigate SSOs and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows (SSO) and illicit discharges.
- **Projects to Mitigate I/I:** Projects necessary to address inflow and infiltration (I/I) problems, including but not limited to, rehabilitation of common trench pipes and manholes, removal of direct inflow connections, repair, or replacement of cracked or exfiltrating combined, sanitary or storm sewers, and reduction of public and private sources of I/I.
- **Projects to Remove/Eliminate Failing Home Sewage Treatment Systems (HSTS):** Projects to construct new separate sanitary sewers to eliminate failing HSTSs. HSTS failure should be confirmed by the jurisdictional Board of Health.
- **Projects that Improve Local Sewer System Level of Service:** Projects that reduce local sewer flooding and backups in the local system that can be attributed to undersized or structurally deficient local sewers. Such projects include efforts to address basement flooding in separate and combined sewer systems, and to the extent practical, on-site stormwater management practices to mitigate the increase in downstream flows.
- **Projects to Manage Stormwater Flow that Improve Combined/Sanitary Level of Service:** Projects that reduce volume, flow rate, or pollutant load of stormwater to a combined sewer, separate storm sewer, and/or directly to receiving water body that improve a combined or sanitary sewer level of service.



To ensure project eligibility, communities should schedule a pre-proposal meeting prior to submitting a proposal. Details on scheduling a pre-proposal meeting are found under Pre-Proposal Meeting section of this document.

Ineligible Projects

MCIP funds should not be used for any project that causes, accelerates, or contributes to water quality and quantity issues, flooding, and erosion, or is otherwise detrimental to human health within the District's service area. Ineligible projects include, but are not limited to the following:

- The proposal of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses;
- Capital, operation, maintenance, and administrative expenses not directly related to an eligible project; and
- Projects that increase the potential for flooding within a community and/or neighboring community's combined, sanitary, or storm sewer systems or local watercourses.

Project Requirements

To be considered for funding, projects at a minimum must meet the following requirements:

- Reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the community or the District.
- Be located in the District's sanitary sewer service area (<http://arcg.is/2bPxzEt>).
- Meet all applicable District, federal, state, and local regulations.
- Be completed within 24 months of a signed MCIP Project Agreement. The District will consider projects that may go beyond 24 months, but should be discussed with District at a pre-proposal meeting.
- Include at least 25% non-District funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with a road rehabilitation project for which the MCIP will provide funding for the sanitary or combined sewer replacement may be captured as non-District funds. In addition, the following project costs may be captured to meet this 25% requirement:
 - Personnel: Labor costs for employees of the community related to the direct performance of engineering and design, construction services, project management, and performance verification on the project.
 - Fringe Benefits: Costs for such items as healthcare, dental care, life insurance, retirement and other standard benefits provided to employees of the community related to the direct performance of the project.

- Planning and design costs directly related to the project that were incurred prior to the submittal of a project proposal.

All funds must be approved as eligible by the District for the 25% requirement. Communities should contact the District's Watershed Funding Administrator to assess if the funding source is eligible.

The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>).

Terms of Grant Funding

The MCIP is a reimbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support reimbursement. Refer to the District's MCIP Policy, Process, and Procedures document for additional information on reimbursement.

Costs associated with services provided by third-parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing and inspection, and/or other direct costs as approved by the District, are eligible for grant funding. Indirect costs allocations are not eligible for reimbursement.

Project Performance Verification

The District will require project performance verification to demonstrate that the project is functioning as intended and meeting the stated performance goals. Verification may include reporting, pre- and post- construction monitoring, sampling, and/or modeling depending on the type of project. Monitoring may include flow monitoring, dye or smoke testing, video-taping, and/or other methods depending on the project. Modeling shall mean the modeling of pre-construction and post-construction conditions for the project. Communities should include their anticipated method(s) of project verification in the proposal and should include the costs for project performance verification in the proposal.

For I/I reduction or elimination projects the District will require pre- and post-construction flow monitoring and evaluation, which may include pre- and post-construction modeling, to verify I/I reduction.

For projects focused on illicit discharge and HSTS elimination, the District will require pre-construction sampling data be provided that adequately demonstrates the contribution of pollutant loading resulting from the illicit discharge(s) or failing HSTS in the proposal. Pre-construction sampling should indicate elevated pollutant levels. Post-construction verification should consist of sampling from the same locations used for pre-construction sampling, as feasible.

The District may require modeling to demonstrate that no negative impacts will occur as a result of the proposed project. The District will make this decision based on the proposal. If the project is selected for funding, the community will have sufficient time to develop a verification plan.

Flow Monitoring Guidelines

The following guidelines are to be used with developing the pre- and post-construction monitoring plan for the proposed project. In general, a flow monitor should be located at the downstream end of each street in the project area and, if there is an upstream flow contribution outside of the project area, another flow monitor should be placed at the upstream end. Pre- and post-construction monitoring should occur in the same locations. If requested, the District can provide assistance on locating flow monitors. The community should identify their proposed flow monitoring locations in their proposal.

A three-month duration is recommended for both pre- and post-construction flow monitoring, or until three storms that meet either of the following criteria are captured.

- Rain event meets or exceeds a depth of 0.2 inches AND an intensity of 0.25 inches/hour
- Rain event total is between 0.75 to 1.5 inches

Data collected should include, but is not limited to, flow depth, velocity, and flow rate, and recorded in 5-minute intervals. The community should identify any alternative plan in their proposal. The data collection over the monitoring periods should be continuous. Unexplained flow metering data gaps or erroneous data spanning greater than 4 consecutive days will require an additional week of flow monitoring be performed to meet the minimum duration in the absence of three qualifying storms as described above.

In the case where pre-construction flow monitoring has already been completed, the community should submit in their proposal the monitor locations and data collected for review by the District to support the scoring of the project's benefits. The District may supplement the pre-construction flow monitoring with additional locations at the District's cost, which will also require additional locations for post-construction flow monitoring. If this is the case, the District will coordinate with the community.

Project Evaluation

The District will review and prioritize proposed projects for available funding based on the following criteria:

1. Infrastructure Condition (30%)

The current and actual condition of the structure using the condition descriptions defined in Table 1. Information that expands on the description should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to: condition assessments, quantification of I/I, identification of broken pipes and/or combined or separate sewer overflows, televised underground system inspection reports, age inventory reports and maintenance records, and any additional information that may impact the evaluation of the infrastructure condition. If available, condition assessments should be provided in accordance with NASSCO's Pipeline and Manhole Assessment and Certification Program (PACP and MACP). NASSCO condition is recommended. Only provide a high-level summary spreadsheet that details the sewer systems condition.

Table 1. Rating System for Infrastructure Condition.

Condition Rating	Description	Score
Failed	Complete reconstruction needed – existing infrastructure is unsalvageable and/or a PACP/MACP condition scores above 4.	30
Critical	Major reconstruction needed to maintain integrity, and/or A PACP/MACP condition scores above 4.	24
Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity, and/or PACP/MACP condition scores between 3-4.	18
Fair	Major rehabilitation needed to maintain integrity, and/or a PACP/MACP condition scores between 2-3.	12
Good	Routine maintenance and periodic repairs required to maintain integrity, and/or a PACP/MACP condition scores between 1-2.	6
New	New infrastructure, and/or a PACP/MACP condition scores between 0-1.	0

For projects proposing to remove/eliminate failing HSTS the infrastructure condition will be assessed using Table 2. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

Table 2. Rating System for Home Sewage Treatment System Projects

Age of HSTS	Score
20 years or older	30
19-16 years old	24
15-11 years old	18
10-7 years old	12
6 years or younger	6

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality's 208 Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the residents for the sanitary sewer assessment has been executed.

2. Water Quality and Quantity Impacts on Human Health and the Environment (30%)

Demonstrate the effects of the project on water quality and quantity. Responses should be formulated that provide clarity to the following questions:

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- What is the impact on houses and/or businesses, and number of users within the sewershed?
- How will the proposed project eliminate or reduce the water quality/quantity impact?

Information that verifies and quantifies the water quality and quantity issues should be provided with the proposal and appropriately referenced within the response (e.g.; page or document reference). Examples of project type and corresponding, supporting evidence include but are not

limited to the following:

- HSTS /Illicit Discharge Elimination
 - Findings & Orders (e.g. Board of Health, EPA)
 - Sampling data supporting water quality deficiency issues (e.g. E. Coli, Pollutant Load)
 - Mandates citing deficiencies
 - Documentation of failing HSTS
- Basement Flooding
 - Documentation of reported flooding events such as household surveys, call logs with event dates, modeling results (hydraulic grade line)
- CSO/SSO
 - Monitoring results
 - Modeling results (Overflow volume, number of activations, dates)
 - Sampling data supporting water quality deficiency issues (e.g. E. Coli, Pollutant Load)
- I/I Reduction or Elimination
 - Dye testing
 - Smoke testing

Table 3. Rating System for Water Quality/Quantity Impacts

Water Quality and Quantity Impacts on Human Health and the Environment			
<i>Criteria</i>			
Example Project Type	Description	Score Range	
		Low	High
HSTS Removal, Illicit Discharge Elimination	Removal of a continuous source of water quality impairment during wet and dry weather	11 <i>< 40 units</i>	20 <i>> 200 units</i>
Basement Flooding	Reducing intermittent and direct water quality impairments to human health and private property	11 <i><10</i>	20 <i>> 20</i>
CSO/SSO Elimination	Removal of wet weather source of water quality impairment	6 <i>Unknown effect of project</i>	10 <i>Modeled quantity and/or multiple locations</i>
I/I Reduction	Conserving capacity in the CS/SS system	1-5	
<i>Documentation</i>			
Problem(s) is/are verified through documentation		1-10	

3. Project Provides Source Control of Stormwater (15%)

Project demonstrates source control of stormwater by preventing stormwater from entering the combined or separate sanitary sewer system through removal or detention. To be considered for points under this criterion, the community will have to show reduction or control of stormwater entering the combined or separate sanitary sewer system using stormwater control measures such as disconnection, detention, or other innovative practices.

Table 4. Rating System for Source Control of Stormwater

Source Control of Stormwater	
Description	Score
Removal of stormwater from combined or sanitary system and managed by a water quality and quantity (critical storm) Stormwater Control Measure (SCM) <i>(ex: bioretention, detention, filtering, slow release)</i>	15
Control of stormwater prior to discharging into the combined or sanitary system through a water quantity (critical storm) SCM <i>(ex: detention and slow release)</i>	10
Removal of stormwater from combined or sanitary system <i>(ex: removing improper sanitary lateral from storm sewer and reconnecting to sanitary sewer)</i>	5

4. Project Provides a Significant Benefit to the District (15%)

Demonstrate the benefits of the project to the District. Benefits include but are not limited to projects that are in compliance with a District community discharge permit, reduce flows to District infrastructure for conveyance and treatment, reduce infrastructure flooding, expand water quality benefit to new District customers, are recommended by a District study, and/or improve water quality in area waterways to compliment the District's ongoing programs, such as Project Clean Lake Program or Regional Stormwater Management Program.

5. Non-District Project Funding (10%)

One point will be provided for meeting the minimum requirement of 25%. If the District waives this requirement for a community in fiscal distress as discussed under Project Requirements in the Request for Proposals, the proposal will be awarded one point. Proposals must provide documentation of funding sources.

Table 5. Non-District Project Funding Scoring System

% of Non-District Funds	Score
25	1
26-28	2
29-31	3
32-34	4
35-37	5

38-40	6
41-43	7
44-47	8
48-49	9
50-99	10

6. Design Complete (5 extra points)

Five extra points will be added to the overall project score if the design is complete and ready for bidding at the time of proposal submittal.

Pre-proposal Meeting

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Meetings will be scheduled between April 30, 2018 to May 11, 2018. Please contact the District's Watershed Funding Administrator by close of business on April 25, 2018 to schedule a meeting.

PLEASE NOTE— you must schedule for these meetings, walk-ins will not be accommodated.

Timeline and Submission

Complete proposals must be submitted *electronically in PDF format and sent as one document*. The District must receive submissions by close of business on June 18, 2018. Anticipate a notice of proposal receipt within 2 business days of submission.

The District will not review incomplete proposals. If a proposal is determined to be incomplete, the community will have 5 business days, from the date of email notification, to submit the necessary information to complete the proposal.

Direct pre-proposal meeting requests, submissions, and questions to the Watershed Funding Administrator:

Linda Mayer

440- 253-2147

mayerl@neorsd.org

Awards

Award selection and announcements are anticipated by September 2018. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

**Member Community Infrastructure Program
Project Proposal**

Applicant Information	
Applicant	
Co-Applicant	
Project Contact Information	
Name	
Address	
Phone Number	
Email Address	

Project Information	
Project Name	
Project Location (Attached Location Map)	
Fund Request (\$)	
Non-District Funds (\$)	
% Non-District Funds	
Project Start Date	
Project End Date	

Project Funding Request - Identify what the District funds will support (check all that apply)	
<input type="checkbox"/> Construction*	
<input type="checkbox"/> Design and Construction**	
* Provide documentation that shows funding has been secured for project construction and when the construction will start and be completed.	
** Provide documentation that shows funding has been secured for the project design and construction and when design will be completed and construction will start and be completed.	

Authorized Signature	
Printed Name	
Signature	
Date	

Complete the following sections of the Proposal as directed. Review the Project Evaluation section of the Request for Proposals detailed information on what is expected for each category.

Project Description

Attach reports, plans, and maps as needed to explain the project with a summary of any attachment within the project description. Limit description to 1,000 words.

Important information that may assist in characterizing the project includes but is not limited to:

- *Project maps, displaying the location of any infrastructure being rehabilitated or reconstructed.*
- *Detailed description of the type of infrastructure being rehabilitated or replaced (e.g. common trench over/under, common trench dividing wall, separate trench) and what the infrastructure will be replaced with (if applicable).*
- *Map of tributary area, with approximate tributary area stated in acres.*
- *All project evaluation reports, photographs, or other information that may help the District quantify water quality issues.*
- *In an HSTS project, identify if the failing septic system is also classified as an illicit discharge per Ohio EPA definition.*
- *If the scope of the project includes illicit discharge elimination or HSTS removal, provide the number of units being eliminated.*

Project Description continued...

Infrastructure Condition

Detail the structural deficiencies of the infrastructure.

1. Check the Box that most accurately reflects the current and actual condition of the structure using the condition descriptions defined below, or select the Box that reflects the age of home sewage treatment systems being removed/eliminated.

Condition Rating	Description
<input type="checkbox"/> Failed	Complete reconstruction needed – existing infrastructure is unsalvageable and/or PACP/MACP condition scores above 4.
<input type="checkbox"/> Critical	Major reconstruction needed to maintain integrity and/or PACP/MACP condition scores above 4.
<input type="checkbox"/> Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity and/or PACP/MACP condition scores between 3-4.
<input type="checkbox"/> Fair	Major rehabilitation needed to maintain integrity and/or PACP/MACP condition scores between 2-3.
<input type="checkbox"/> Good	Routine maintenance and periodic repairs required to maintain integrity and/or PACP/MACP condition scores between 1-2.
<input type="checkbox"/> New	New infrastructure and/or PACP/MACP condition scores between 0-1.

	Age of HSTS
<input type="checkbox"/>	20 years or older
<input type="checkbox"/>	19-16 years old
<input type="checkbox"/>	15-11 years old
<input type="checkbox"/>	10-7 years old
<input type="checkbox"/>	6 years or younger

2. Provide field verified or documented condition reports.

Combined/Sanitary Sewer	Number of sewer lines break or flooding events during the life of the sewer	
Home Sewage Treatment Systems	Board of Health Condition Rating	
Storm Sewer	Number of sewer line breaks during the life of the sewer or flooding events or number of illicit discharges	

3. Describe the structural deficiencies of the infrastructure. Limit description to 500 words.

Water Quality and Quantity Impacts on Human Health and the Environment
Demonstrate the effects of the project on water quality/quantity. Limit text description to 1,000 words.

1. Provide the number of users. Provide the following:
 - Number of houses, or businesses that have experienced a water quality/quantity issue, and the type of issues.

Indirect users: If applicable, provide documentation and demonstrate that the project will benefit an area larger than the direct users will be given consideration.

Type of Unit (house or business)	Unit Total	Count Year	Count Source

2. Indicate the deficiencies the project will mitigate. Check all that apply.

<input type="checkbox"/>	Findings/Orders/Mandates citing deficiencies or violations
<input type="checkbox"/>	Flooding with structural and/or property damage
<input type="checkbox"/>	Undersized structures or structural breaks during the life of the sewer
<input type="checkbox"/>	Service capacity issues
<input type="checkbox"/>	Combined sewer overflows, sanitary sewer overflows or illicit discharges
<input type="checkbox"/>	Other

Water Quality and Quantity Impacts on Human Health and the Environment continued...

Source Control of Stormwater

Describe how the project will provide source control stormwater. Limit description to 500 words.

Significant Project Benefit to the District

Describe how the project significantly benefits the District. Limit description to 500 words.

Performance Verification

Provide the performance goal for the project and describe the anticipated methods for verification of the performance goal. Limit description to 1000 words.

Performance Verification continued....

Project Schedule and Budget

Provide a project schedule, cash flow, and budget for the project as applicable to the MCIP fund request. The budget should specify items with prices and quantities necessary for the project. Budget may include engineering services such as design, construction, project administration, construction administration, and performance verification. Do not summarize construction into one item. A construction contingency up to 10% is permitted but inflationary adjustments are not. Provide a detailed Engineer's Estimate and a Useful Life Statement with an engineer's seal or stamp and signature by a registered professional engineer in the State of Ohio.

Design Cost: _____

Design Completion Date _____ (if applicable)

Construction Cost: _____

Construction Schedule:

Start Date _____ Completion Date _____

MEMBER COMMUNITY'S MCIP APPLICATION

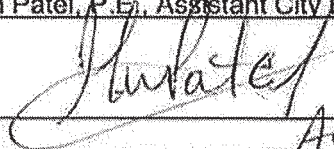
EX. D

**Member Community Infrastructure Program
Application**

Application Information	
Applicant	City of Parma
Co-Applicant	None
Project Contact Information	
Name	Hasmukh Patel, P.E.
Address	6611 Ridge Road Parma OH 44129
Phone Number	440-885-8114
Email Address	hpatel@cityofparma-oh.gov

Project Information	
Project Name	Brookdale/Brdvw Septic Systems Abatement Project
Project Location (Attached Location Map)	Attached
Fund Request (\$)	\$160,160.00
Non-District Funds (\$)	\$640,640.00
% Non-District Funds	80%
Project Start Date	April 15, 2018
Project End Date	November 15, 2018

Project Funding Request - Identify What the Project Funds will Support	
<input type="checkbox"/> Design*	
<input checked="" type="checkbox"/> Construction**	
<input type="checkbox"/> Design and Construction	
* Provide documentation that shows funding has been secured for the project design and when the design will be started and completed.	
** Provide documentation that shows funding has been secured for the project construction and when the construction will be started and completed. - SEE ATTACHED -	

Authorized Signature	
Printed Name	Hasmukh Patel, P.E., Assistant City Engineer
Signature	
Date	August 9, 2017

(D)

**MEMBER COMMUNITY'S
CERTIFICATION OF
FUNDS**

EX. E

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

WITH

CITY OF PARMA

FOR

2018 MEMBER COMMUNITY INFRASTRUCTURE
PROGRAM PROJECT:

BROOKDALE/BROADVIEW SEPTIC SYSTEMS
ABATEMENT

Total Approximate Cost: \$160,160.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

(E)

MCIP POLICY, PROCESS AND PROCEDURES

EX. F

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM POLICY

The member community Infrastructure Program (MCIP) is a funding program provided by the Northeast Ohio Regional Sewer District (District) to assist both member communities and other eligible public entities that own, operate and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant, with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

The intent of the MCIP is to provide an annual funding opportunity to member communities and eligible public entities for sewer infrastructure repair and rehabilitation that will:

- Continue progress towards environmentally sustainable and healthy communities through protection and improvement of the region's water resources consistent with the vision of the District.
- Support efforts to assist member communities' compliance with the Sewer District's Community Discharge Permit Program.
- Improve function and condition of the local sewer system.
- Identify and remove sources of inflow and infiltration (I/I) from the sewer system. This reduction would preserve the hydraulic capacity of the local and District sewer system and alleviate problems such as basement flooding.

Subject to available funding and District Board of Trustee (BOT) approval the District anticipates funds will be available annually through a competitive process. The District will annually review the terms and conditions of the MCIP and may modify these terms and conditions based on lessons learned from previous years. There are two mechanisms for funding under the MCIP: (a) MCIP Grant or (b) a Community Operating Lease. The District will determine the appropriate funding mechanism during the application review process. Applicants do not specify a funding preference.

All available MCIP funds will be provided by the District on a reimbursement basis to the member community or other eligible public entity for project costs, conditioned on the District's prior approval of the project and member community or eligible public entity compliance with this Policy and the District-approved Project Agreement. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the member community or eligible public entity and the District shall remain with the District.

If the member community or other eligible public entity fails to maintain a project funded through the MCIP in accordance with applicable agreements executed with the District, it shall be liable for the full amount of MCIP funds paid for the project.

The District will provide an annual update to the BOT and member communities on MCIP projects.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCESS OVERVIEW

Project Eligibility

A project must meet all the following minimum requirements to be eligible for MCIP funding:

- Reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the District.
- Located in the District's sanitary sewer service area <http://arcg.is/2bPxzEt>.
- Include a minimum of 25% non-District funds dedicated to the project.
- Meet all applicable District, federal, state, and local regulations and requirements.
- Tributary to a District wastewater treatment plant.
- Owned, operated and maintained by a member community of the District or by an eligible public entity, which shall be a political subdivision of the State of Ohio.
- Not be the subject of a contract which transfers ownership of the project to a private entity.

To be eligible for MCIP funding, eligible public entities submitting proposals must, in addition to all other MCIP program requirements, provide a resolution or ordinance adopted by the member community legislative body in support of the project. Member communities and eligible public entities may use MCIP funds for planning, design, construction, and administrative costs directly associated with approved projects. Eligible projects include, but are not limited to the following:

- Mitigation of sanitary sewer overflows (SSOs) and illicit discharges,
- Mitigation of inflow and infiltration,
- Removal and elimination of failing home sewage treatment systems (HSTS),
- Increases to local sewer system's level of service, and
- Management of stormwater flow that enhance combined/sanitary level of service.

Application Process Overview

1. For each year of funding the District will issue a RFP to its member communities.
2. The forms for the application process are located at <http://www.neorsd.org/mcip>.
3. All proposals will be reviewed based on the scoring criteria found in the RFP.

4. The District's review committee will make the determination if the proposed project will be recommended for a grant or lease contract. If the Community Operating Lease option is selected, the member community or eligible public entity will be contacted to discuss the terms.
5. MCIP recommendations will go to the District's BOT for final approval.
6. Upon approval by the BOT, the District will enter into a MCIP Project Agreement for each awarded project with the applicable member community or eligible public entity.

Project Agreement

Projects approved by the BOT will be either funded through a MCIP Grant Agreement or a Community Operating Lease Agreement, depending on the District funding availability. The District's Legal Department will prepare the appropriate MCIP Project Agreement between the District and the member community or eligible public entity.

MCIP Grant Agreement – The member community or eligible public entity is responsible for the full implementation of the MCIP project as defined in the RFP. At a minimum, the MCIP Grant Agreement will contain the following provisions requiring the member community or eligible public entity to:

- Bid, construct and manage the MCIP project;
- Obtain all necessary approvals and permits and pay all applicable fees connected with the MCIP Project;
- Obtain all easements, rights of entry, and other legal agreements necessary to complete the MCIP Project;
- Maintain and operate the MCIP Project during construction and after project completion for the life of the project; and
- Any other provision the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Community Operating Lease Agreement – The member community or eligible public entity will be required to enter into an agreement containing, at a minimum, the following:

- A provision whereby the member community or eligible public entity leases the existing or planned sewer asset described in the MCIP Project proposal to the District for a nominal fee for a term to be agreed upon between the District and the member community or eligible public entity;
- A provision requiring the District to design, if design has not been finalized, and construct the MCIP Project;
- A provision requiring the member community or eligible public entity to waive all permit fees applicable to the MCIP Project during design and construction;
- A provision reverting the MCIP project back to the member community or eligible public entity at the end of the lease term;
- A provision requiring the member community or eligible public entity to maintain and operate the MCIP Project for the duration of the lease term; and
- Any other provision that the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

Reimbursement Overview - *How you will receive funding.*

MCIP funded projects are reimbursement only.

1. All requests for reimbursement for the project shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the project.
2. The member community or eligible public entity shall keep all records and documents relevant to the MCIP Project Agreement, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted upon request together with any other compliance information which may be reasonably required.
3. The member community or eligible public entity shall bear the risk and remain solely responsible for any payments made to third parties for work not approved by the District.

MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCEDURES

Request for Proposals

The District intends to offer an annual Request for Proposals (RFP) to member communities and eligible public entity for the MCIP. The RFP includes project requirements, evaluation criteria, and schedule of deliverables.

Eligible Projects

Within the annual RFP, the District will list eligible projects. Projects not listed can be discussed with District staff for consideration.

Evaluation Criteria, Process, and Recommendations

Proposals must be submitted no later than the specified due date and time in the RFP. Any materials that are not included in the initial submission will not be considered. The proposals are checked for completeness, filed electronically, and disbursed to the selection committee for review.

Final recommendations for funding will be based on the value of the Project Evaluation criteria in the RFP and past performance. The selection of projects is solely at the District's discretion.

The final recommendations to the BOT must be approved by a Chief Executive Officer Committee consisting of the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Director of Engineering and Construction, and Director of Watershed Programs.

Project Agreement

The District's Legal Department will send the Project Agreement to the primary project contact. The project commences under the MCIP when the Project Agreement is fully executed and a purchase order number has been issued.

Request for Budget Modification

Budget Modifications require the submission of a Request for Budget Modification form to the Watershed Funding Administrator.

For reimbursement, the Request for Budget Modifications must be received and approved prior to implementation.

Progress Reports

Progress Reports will provide a summary of the project status with respect to objectives, degree of Project completion, difficulties encountered, and next steps toward Project completion. The Progress Report is located at <http://www.neorsd.org/mcip>.

Progress Reports will be submitted:

- Within 30 days of written request from the District
- As an attachment to all Reimbursement Requests

Reimbursement Request

For reimbursement, 100% of the MCIP funds must be used for activities and/or expenses related to the project, as approved by the District. These activities and expenses may include design, construction, materials, equipment, project performance verification and signage specifically related to the project. Only project components described in the Project Agreement and/or approved Budget Modifications are eligible for reimbursement. Project costs incurred after the District's BOT has authorized entering into a Project Agreement but before the Project Agreement is fully executed, are eligible for reimbursement, with prior District approval. A Reimbursement Request for those costs cannot be submitted prior to a fully executed Project Agreement. Any Budget Modification must be documented by written District approval.

1. The Reimbursement Request forms can be found at <http://www.neorsd.org/mcip>, or other location designated by the District.
2. Itemize all reimbursable Project expenses on the Reimbursement Request – Deliverable Expense Worksheet. Include supporting documentation to justify the expenses recorded, such as an itemized bill, receipt, invoice, or time card. This must be accompanied by proof of payment, such as a credit card receipt, cancelled check, and/or other documentation to substantiate purchase and payment deemed acceptable by the District.
3. At a minimum, Reimbursement Requests must be submitted quarterly.
4. A complete Reimbursement Request submission will include:
 - Reimbursement Request – Cover Sheet
 - Reimbursement Request Deliverable Expense Worksheet w/supporting documentation
 - Progress Report
5. The Reimbursement Request shall be submitted to the Watershed Funding Administrator. Send submissions to:

Linda Mayer, Watershed Funding Administrator
mayerl@neorsd.org

6. Upon successful review of the submission by Watershed Funding Administrator and Manager of Watershed Programs, the District's Director of Watershed Programs will have the final review and approval of the Reimbursement Request for disbursement to occur.
7. The reimbursement can be anticipated within 30 days of the final approval of the Reimbursement Request.