

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF PARMA, OHIO**

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Northeast Ohio Regional Sewer District (the "District") acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and the City of Parma, Ohio (the "City") acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2022 (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

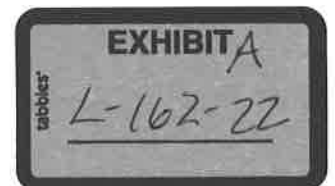
WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Upper Ridgewood Amenities project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City's Obligations**

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Coordinate with the District to complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
 - 1.1.2 Meet with District staff when requested to review the Project status.
 - 1.1.3 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the City for the Project.



- 1.1.4 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.5 Maintain in perpetuity all components of the Project, i.e., the Shared Use Path and the trash cans. If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City's Community Cost-Share Account.
- 1.1.6 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.7 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.
- 1.1.8 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1. Perform the Project in accordance with Exhibit "C."
 - 2.1.2. Allocate \$22,210.00 to the City for the Project from the City's Community Cost-Share Account.

- 2.1.3. Retain funds from the City’s Community Cost-Share Account of up to \$22,210.00 for Project costs related to the District’s performance of the Project.
- 2.1.4. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.5. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 **Dispute Resolution**

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	<i>Service Director</i>

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 Representative	City Representative
Director of Watershed Programs	<i>Mayor</i>

- 3.03 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 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 mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 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.
- 3.04 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 4, Remedies, below.

Article 4 **Remedies**

4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, 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 laws of the State of Ohio.

Article 5 **Counterpart Signatures**

5.01 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.

Article 6 **Governing Law**

6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

7.01 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.

Article 8 **Authority to Execute**

8.01 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.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF PARMA, OHIO

By: _____
Title: _____

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF PARMA, OHIO

Assistant/Director of Law

This Instrument Prepared By:

Katarina K. 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]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF PARMA, OHIO

FOR

COMMUNITY COST-SHARE PROJECT: UPPER
RIDGEWOOD AMENITIES

Total Approximate Cost: \$21,210.00

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

ERIC J. LUCKAGE
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.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

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

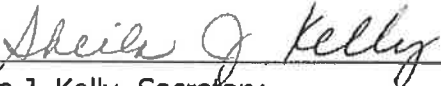
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(L-162-22)

EXHIBIT B

**Will be inserted upon
passage**

EXHIBIT C



INTERNAL DOCUMENT ONLY

COMMUNITY COST-SHARE PROGRAM APPLICATION INTAKE

Date Received: 06/14/2022

Regional System

Local System

Member Community: City of Parma

Project Name: Upper Ridgewood Amenities

Community Cost-Share Fund Request: \$ 22,210.00

Community Cost-Share Project Category: Other

Plan Review Submittal Required: Yes* No

*if yes, the WTL will work with community to ensure for submission

Brief Project Summary:

The City of Parma has agreed to pay for half of the "Shared Use Path" and the additional trash cans to be installed as part of the 1612 project. These items will be paid for through Parma's Community Cost Share fund. The total construction estimate comes out to \$22,210.

Application w/copy of App. Intake form to Legal,
copy WTL & WFA

Initial

Date

Entered into Oracle - Requisition
Agreement copy sent to Finance & WTL

Initial

Date

P.O. # Received, completed Application Intake
form sent to WFA

Initial

Date



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community:

The City of Parma

Primary Project Contact:
(Name & Title)

Tony Vannello

Service Director

Mailing Address:

6611 Ridge Road

Parma, OH 44129

Phone Number:

440-885-8000

Email:

tvannello@cityofparma-oh.gov

Project Information

Project Title:

Upper Ridgewood Amenities

Address or Location of Project:

Ridgewood Lake Park,

Parma, OH 44129

Project Start Date:

August 1, 2022

Project End Date:

August 1, 2023

Community Cost-Share Fund Request:

\$22,210

Submission Date:

6/14/2022



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City of Parma has agreed to pay for of half of the "Shared Use Path" and the additional trash cans to be installed as part of the 1612 project. These items will be paid for through Parma's Community Cost Share fund. The total construction estimate comes out to \$22,210.



2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City of Parma is responsible for maintenance of the trash cans and the shared use path.

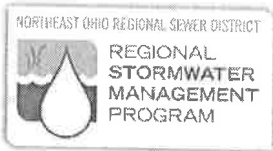


3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The public will be updated about project progress by NEORSD and by the City. The path and the trash cans will help the park be more accessible.



*Community Cost-Share Program
Application*

4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The cost of the shared use path is being shared. Parma's portion will be approximately \$17,620. The garbage cans will cost approximately \$4,590.



Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials	\$22,210	garbage cans and installation of shared-use path
Other		
TOTAL	\$ 22,210	



Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

Estimate

Date	Estimate #
3/30/2022	11386

Name / Address
Northeast Ohio Reginal Sewer District Donna Friedman 3900 Euclid Ave Cleveland, OH 44115

Ship To
Northeast Ohio Reginal Sewer District Donna Friedman 3900 Euclid Ave Cleveland, OH 44115

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JS	216-881-6600			Cuyahoga-OH

Item	Description	Qty	Rate	Total
580-0200	8' Personalized Bench with Back - Surface Mount	5	1,233.00	6,165.00
Freight	Shipping Charges	1	650.00	650.00
	BENCH Subtotal:			6,815.00
Witt	35 Gallon Custom Logo Unit with Flat Top Lid	5	825.00	4,125.00
Freight	Shipping Charges	1	465.00	465.00
	Receptacle Subtotal:			4,590.00
SRI	ART Set Up Fees	1	195.00	195.00

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$11,600.00
Sales Tax (8.0%)	\$0.00
Total	\$11,600.00

FEIN 46-5631661

NEORSO
Upper Ridgewood Basin Improvements
(Final Design)

Opinion of Probable Construction Costs (OPCC)

				Estimated Price/Unit	Estimated Material	Estimated Labor	Estimated Total	Estimated Unit Price	Estimated Quantity	Estimated Total Cost	Estimated Unit Price	Estimated Quantity	Estimated Total Cost
Item #	QTY	UOM	Description	Quantity	UOM	Unit Cost	Total Cost	Unit Price	Quantity	Total Cost	Unit Price	Quantity	Total Cost
4	1	L/E	Load/Lead to Waste Area										
5	1	L/E	Grass/Concrete Paved Bottom for Ponds	21,764	sq ft	\$18	\$391,752						
6	1	L/E	Imported Kerolan Mat (Pav Soil)	15	sq ft	\$3,000	\$45,000						
7	1	L/E	Material Haulage	10,000	cy	\$25	\$250,000						
8	1	L/E	Load/Lead to Site	10,000	cy	\$22	\$220,000						
9	1	L/E	Place/Compact into Pits	10,000	cy	\$28	\$280,000						
10	1	L/E	Grass Pavers	2,883	sf	\$22	\$63,426						
11	1	L/E	Purchase/Install Reinforced Concrete Grass Pavers	2,883	sf	\$51	\$147,033						
12	1	L/E	Place/Compact Subgrade	2,883	sf	\$51	\$147,033						
13	1	M	Detachable Fabric	2,883	sf	\$51	\$147,033						
14	1	M	Import/Place/Compact Subbase -4"	2,883	sf	\$51	\$147,033						
15	1	L/E	Place/Compact Pavers	2,883	sf	\$51	\$147,033						
16	1	L/E	Install Site Photo	1	hr	\$38,000	\$38,000						
17	1	L/E	Preparation/Signage	531	hrs	\$5	\$2,655						
18	1	L/E	Import/Place/Compact Subbase -4"	531	sf	\$51	\$27,081						
19	1	L/E	Concrete / Walled Wall 4' x 6"	37	sq ft	\$15	\$555						
20	1	L/E	Mass Retention	3	hr	\$44,000	\$132,000						
21	1	L/E	Reinforce Mason (E-010)	64	sq ft	\$53	\$3,392						
22	1	L/E	Reinforce Tied C	54	sq ft	\$10	\$540						
Subtotal											\$2,318,000	218	\$10,633
1	1	L/E	Imported Paving	2,000	sq ft	\$10	\$20,000						
2	1	L/E	Deliver Imported Paving	2,000	sq ft	\$10	\$20,000						
3	1	L/E	Place/Compact Paving	2,000	sq ft	\$12	\$24,000						
4	1	L/E	Temporary Sealing and Mulching	2,000	sq ft	\$4	\$8,000						
5	1	L/E	Remove/Grassy/Compact Subgrade	18,000	sq ft	\$3	\$54,000						
6	1	L/E	Apply/Seed/Grass/Mulch	18,000	sq ft	\$15	\$270,000						
7	1	L/E	Permanent Seeding and Mulching	18,000	sq ft	\$2	\$36,000						
8	1	L/E	Remove/Grassy/Compact Subgrade	18,000	sq ft	\$2	\$36,000						
9	1	L/E	Hydroseeding	18,000	sq ft	\$2	\$36,000						
10	1	L/E	Plantings	2	hr	\$73,000	\$146,000						
11	1	L/E	Detachable Trees - 2" Cal	38	ea	\$100	\$3,800						
12	1	L/E	Detachable Trees - 1gal Container	88	ea	\$100	\$8,800						
13	1	L/E	Woodland Plugs - 3"	3,500	ea	\$4	\$14,000						
14	1	L/E	Live Stakes	800	ea	\$4	\$3,200						
15	1	L/E	Landscaping Supplies	4	hr	\$500	\$2,000						
16	1	L/E	Landscaping Maintenance - 12 mos	1	hr	\$10,000	\$10,000						
17	1	L/E	Excavation	1	hr	\$213,283	\$213,283						
18	1	L/E	CC Breakout	81,173	sf	\$1	\$81,173						
19	1	L/E	Soil Paving/Flow Amendment	6,313	sq ft	\$4	\$25,252						
20	1	L/E	Flow Control	118	hr	\$245	\$28,910						
21	1	L/E	Waterfall Development Finishing	419	hr	\$4	\$1,676						
22	1	L/E	Public Amenities	1	hr	\$1,900	\$1,900						
23	1	L/E	Trash Cans	2	ea	\$1,000	\$2,000						
24	1	L/E	Benches	1	ea	\$4,000	\$4,000						
Running Subtotal											\$2,348,000	218	\$10,770
Raw Field Cost (RFC)											\$51,470		
1	1	L/E	Contract Allowances & Contingency B/B Items	1	hr	\$51,470	\$51,470						
2	1	L/E	Contractor Quality Control	1	hr	\$1,000	\$1,000						
3	1	M	New Traffic Message Devices	200	hrs	\$100	\$20,000						
4	1	O	Paint Automated Sign Sign (2)	200	hrs	\$50	\$10,000						
5	1	P	Crew / Mgt Personnel & Travel	1	hr	\$0	\$0						
6	1	P	Labor Overtime	1	hr	\$0	\$0						
7	1	P	Unpaid Overtime	1	hr	\$0	\$0						
8	1	P	Contingency for Sampling, Testing, Demo & Removal of Hot Waste Mats	1	hr	\$0	\$0						
9	1	P	Contingency for Unforeseen Conditions	1	hr	\$0	\$0						
10	1	P	Cash Allowance for Dispute Resolution Advisor & Partnering	1	hr	\$0	\$0						
11	1	P	Cash Allowance for Special Testing & Inspection	1	hr	\$0	\$0						
12	1	P	Contingency for A/E Work/Repairs, Add/Remove Work & Error Mitigation	1	hr	\$0	\$0						
13	1	L/E	Temporary Repair / Maintain Plant Operations Allowance	1	hr	\$0	\$0						
Running Subtotal											\$2,400,000	218	\$11,009
Pre-Construction/Mobilization/Temporary Work											\$174,750		
1	1	L/E	Subcontract/Procurement/PC/Resource Coordination	1	hr	\$10,000	\$10,000						
2	1	L/E	Establish Survey Controls	1	hr	\$0	\$0						
3	1	L/E	Establish Station Survey / Alignment / As-Built	150	hrs	\$275	\$41,250						
4	1	L/E	Install/Remove B/Ms, Survey	1	hr	\$0	\$0						
5	1	L/E	Install Equipment Mobilization	125	hrs	\$87.00	\$10,875						
6	1	L/E	Initial Labor Mobilization	1	hr	\$0	\$0						
7	1	L/E	Third Party Design Services / Outside Consultants	1	hr	\$3,000	\$3,000						
8	1	L/E	Survey & Maintain Water Supply	1	hr	\$7,500	\$7,500						
9	1	L/E	Crane & Maintain Access / Cofferdams, Crane Pad, etc.	1	hr	\$3,500	\$3,500						
10	1	L/E	Utility Location Services	1	hr	\$5,000	\$5,000						
11	1	L/E	Pre and Post Drilling Survey	150	hrs	\$275	\$41,250						
Running Subtotal											\$174,750		
Startup/Commission/Owner Training											\$11,000		
1	1	L/E	All Required	1	hr	\$11,000	\$11,000						
Running Subtotal											\$185,750		
Open Cost Allowances											\$0		
1	1	L/E	Estimating Allowance	1	hr	\$0	\$0						
2	1	L/E	Scope Growth Allowance	1	hr	\$0	\$0						
3	1	L/E	Constructability Allowance	1	hr	\$0	\$0						
4	1	L/E	TRB Allowance Items (Final Bid Schedule)	1	hr	\$0	\$0						
Running Subtotal											\$0		
Direct Construction Costs (DCC)											\$2,585,750		
Job/Equipment											\$1,890,000		
Purchase of Materials											\$5,482,000		
Indirect Costs											\$2,000		
Other or Rental											\$27,750		
Check Total											\$2,585,750		
Ditto											\$0		

Community Cost Share
will cover 50% of Shared
Use Path or \$17,620