

**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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 20\_\_\_\_\_(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 1661 Bonny Banks Improvements-Design of Local Storm Pipe/Headwall 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 Maintain in perpetuity all components of the Project. 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.
- 1.1.4 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.
- 1.1.5 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) Community Cost-Share Program in coordination with City, under the provisions of the NEORS 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 review and may not necessarily reflect the views of NEORS, and no official endorsement should be inferred.*

- 1.1.6 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.
- 1.3 It is understood by the City that the City's Community Cost-Share funds will be withdrawn from the City's Community Cost-Share upon submittal by the City of the Fund Transfer Request Form. The Community Cost-Share funding will be encumbered and transferred from the City's Community Cost-Share account in 2023.
- 1.4 The City agrees to use the Fund Transfer Request Form (Exhibit "D) to initiate fund transfers to the District from the City's Community Cost-Share account.

## **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 \$12,876.58 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 \$12,876.58 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:

<b>District Representative</b>	<b>City Representative</b>
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:

<b>District Representative</b>	<b>City Representative</b>
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
- Exhibit "D" - Fund Transfer Request Form

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:

\_\_\_\_\_  
Anka M. Davis  
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:  
1661 BONNY BANKS IMPROVEMENTS-  
DESIGN OF LOCAL STORM PIPE/HEADWALL  
PROJECT

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Total Approximate Cost:                      \$12,876.58

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

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ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

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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.

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KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

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Date

**Budget Center 8100**

# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

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

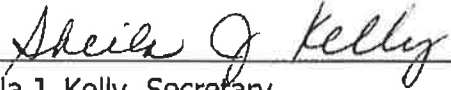
Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program 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-109-23)**

# **EXHIBIT B**

**Will be inserted upon  
passage**

# EXHIBIT C



**Community Cost-Share Program  
APPLICATION**

**Member Community Information**

Community: The City of Parma

Primary Project Contact: Tony Vannello  
(Name & Title) Service Director

Mailing Address: 6611 Ridge Road  
Parma, OH 44129  
440-885-8000

Phone Number: 440-885-8000

Email: tvannello@cityofparma-oh.gov

**Project Information**

Project Title: Design for Baron Dr. LSS

Address or Location of Project: 10981 Baron Drive  
Parma, OH 44129

Project Start Date: January 25, 2023

Project End Date: December 31, 2023

Community Cost-Share Fund Request: 12876.58

Submission Date: 01/25/2023



**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 the design of their local storm sewer and headwall that discharges into Bonny Banks Improvements Project 1661. This design will be paid for through Parma's Community Cost Share fund. The total construction estimate comes out to \$12,876.58.



**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 construction and maintenance of the Baron Drive LSS. It may be agreed upon at a later date to apply for CCS funds to pay for construction of the Baron Drive storm sewer and headwall.



**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 homeowners on either side of the local storm sewer will be notified via letter. Parma already has an easement above the LSS.





*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.

EMH&T's subconsultant CVE provided scope and fee for design services. See attached.



*Community Cost-Share Program  
Application*

**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](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	<b>\$12,876.58</b>	<b>Design services</b>
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
<b>TOTAL</b>	<b>\$ 12876.58</b>	

## PROPOSAL MEMO

22999 Forbes Road, Suite B • Cleveland, Ohio 44146-5667 • Phone: 440.439.1999 • Fax: 440.439.1969 • www.cvelimited.com

**To: Shawn Arden – EMH&T**

**From: Michael Henry – Project Manager**

**Date: 12/21/22**

**Project: NEORSD – Stormwater General Engineering Service III – Task 8 Bonny Banks Additional Survey and Design Request**

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As a follow up to your email dated 12/14/22, CVE has prepared a scope and fee that will include the engineering and survey to replace the 21" storm sewer at the end of Baron Drive that discharges into the Bonny Banks Detention Basin.

Because the existing 21" storm sewer and outfall have settled at the end of Baron Drive, the NEORSD has requested EMH&T – as part of the Stormwater General Engineering Service III Contract - to remove and replace approximately four sections of pipe, the headwall and rock channel protection. The final limits have been determined from the CCTV as supplied by the City. CVE will prepare the design to include but not limited to plan and profile sheets, details, specifications, probable cost estimating, access limits, tree removal, chain link fence removal and replacement, new storm sewer removal and replacement, headwall removal and replacement, temporary/permanent easements, and final restoration.

The proposed plans will be included into the improvement plans already being prepared by EMHT for the Bonny Banks Improvements. We have included additional coordination with NEORSD and the community as part of the additional fee but do not expect any additional time to be included as part of the construction services. It is assumed no additional stormwater or environmental permitting, or geotechnical information will be needed as a result of this additional scope.

The total fee for the scope as described above would be done hourly not to exceed \$12,876.58 as shown on Exhibit A.



# EXHIBIT D



*Community Cost-Share Program  
Transfer Funds to NEORS D Request*

**Community Cost-Share Program  
TRANSFER FUNDS TO NORTHEAST OHIO REGIONAL SEWER DISTRICT  
REQUEST - COVER SHEET**

**Project Information**

Member Community: \_\_\_\_\_

Project Title: \_\_\_\_\_

Amount to be Transferred to NEORS D: \_\_\_\_\_

**Authorized Signature**

I certify that the costs outlined in this reimbursement request have been incurred in accordance with the approved project proposal as set forth in the Community Cost-Share agreement document(s). Furthermore, I affirm that the information contained herein is, to the best of my knowledge and belief, accurate and complete.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_