

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF CLEVELAND
AND
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
RELATIVE TO
SEWER SYSTEM RESPONSIBILITY

PURPOSE

This Memorandum of Understanding ("Agreement") entered into between the City of Cleveland ("City") and the Northeast Ohio Regional Sewer District ("District") as of the 4th day of ~~March~~^{April}, 2005, is intended to memorialize certain existing and agreed-upon sewer system responsibilities and procedures for these parties. This Agreement is also intended to document common procedures and information for the City and District customers for improved quality of service and customer satisfaction, and to memorialize the understandings of the parties regarding their interpretation of the documents that created the District, namely the Judgment Entry of the Cuyahoga County Court of Common Pleas dated June 15, 1972 and the Exhibits and amendments to it.

This Agreement addresses responsibility for only those procedures, practices, and sewer facilities expressly listed or described in this Agreement and

is not intended to address or be evidence of, by inference, analogy, or otherwise, responsibility for procedures, practices, or facilities not expressly listed or described, or to alter or modify the Judgment Entry referenced above.

DEFINITIONS

The following definitions are intended to be general descriptions of certain sewer facilities addressed by this Agreement. The definitions are not intended to be applied to determine responsibility for sewer facilities that are not specifically addressed in this Agreement.

1. CATCH-BASIN CONNECTION – A pipe from a catch basin, inlet or other structure designed to collect and convey storm or surface water runoff to the City's Combined Sewer, to the District's Interceptor, or to a storm-water outlet.
2. COMBINED SEWER – A sewer designed to collect and convey both sanitary wastewaters and storm or surface water runoff.
3. DRY-WEATHER OUTLET SEWER – A portion of sewer pipe down-stream from a Regulator that conveys normal dry-weather Combined Sewer flow.
4. FLOW DIVIDERS – A structure designed to separate the incoming flow and discharges into two or more sewers.
5. INTERCEPTOR – A sewer pipe that collects and carries flow from several

collection sewers to the District's wastewater treatment facilities.

6. REGULATOR – A structure designed to regulate sewer flow by conveying dry-weather flow to the main sewer and allowing excess flow to discharge into the environment through an overflow pipe.
7. RESPONSIBLE – Legal and financial authority and accountability to plan, design, operate, maintain, repair, rehabilitate, and/or replace pipes, manholes, Service Connections, or other related sewer-system appurtenances.
8. SERVICE CONNECTION – The pipe from any deeded property, including a customer's residence, business, industrial establishment, or parking lot, to the sewer in the street that conveys sanitary and/or storm-water to a City sewer or a District Interceptor.
9. STORM-WATER OUTLET SEWER – The portion of a sewer pipe extending from a Combined Sewer Regulator downstream to its outlet and designed to convey excess flow during rainstorms.
10. STUB – The first length of pipe from the District's Interceptor to allow a Service Connection, not to exceed two feet (2').

INTERCEPTORS

The District is responsible for the Interceptors identified in Exhibit "A," including the Stub allowing a Service Connection to an Interceptor.

The City or its sewerage customer is responsible for the Service Connections from the building right-of-way to the Stub and for Catch-Basin Connections.

The City shall be the initial responder to customer complaints of sewage backing up or Service Connection problems. If, after evaluating the situation, the City determines that a blockage is in the Service Connection upstream from the Stub, the City or its sewerage customer will correct the problem. If the problem is due to blockage or collapse in a District Stub or Interceptor, the City will promptly notify the District, which will be responsible for correction of the problem.

In the case of collapse, blockage, or other failure of the District's Stub or Interceptor, the District, in proceeding with repairs, shall notify the City of any damage to any Service or Catch-Basin Connections that results from the collapse, blockage or other failure of the District's Stub or Interceptor. The City, at its discretion, may decide to correct such a problem with Service or Catch-Basin Connections, or may request that the District perform such correction and back-charge the City.

DRY WEATHER OUTLET SEWERS

The District is responsible for the Regulator manhole, the sewer pipe (including Stubs) between a Regulator and the first manhole downstream, and

for the first downstream manhole. The locations of District Regulator structures are provided in Exhibit "B."

The City or its sewerage customer is responsible for Service Connections from the building right-of-way to a Stub, and for all Catch-Basin Connections.

The City shall be the initial responder to customer complaints of sewage backing up or Service Connection problems. If, after evaluating the situation, the City determines that the blockage is in the Service Connection upstream from the Stub, the City or its sewerage customer will correct the problem. If the problem is due to blockage, collapse, or other failure in the District's Stub or Dry Weather Outlet Sewer, the City will promptly notify the District, which will correct the problem.

In case of collapse, blockage, or other failure of the District's Stub or Dry Weather Outlet Sewer, the District, in proceeding with repairs, shall notify the City of any damage to any Service or Catch-Basin Connections resulting from the collapse, blockage, or other failure of the District's Stub or Dry Weather Outlet Sewer. The City, at its discretion, may decide to correct the problem with the Service or Catch-Basin Connections or may request that the District perform such corrections and back-charge the City.

CONNECTIONS

The City will be responsible for issuing all Service Connection permits to a

District Interceptor or to a District Dry Weather Outlet Sewer. The City shall not issue a Service Connection permit until it receives notification from the District that the District has approved connection detail plans submitted by a licensed sewer builder for the District's review and approval for any new or modified connections to District Interceptors or Dry Weather Outlet Sewers.

The City shall not approve such connections until the District has inspected and approved the connections, after a request for inspection has been made to the District by a sewer builder.

LOCAL SERVICE CHARGE

The City is authorized to collect its Local Sewer Service Charge from all customers connected to a District Interceptor or District Dry Weather Outlet Sewer or District Storm-Water Outlet Sewer and retain all of the money collected for its own purposes.

STORM-WATER OUTLET SEWERS

The District is responsible for Storm-Water Outlet Sewers as specifically enumerated in Exhibit "C." The City is responsible for its storm-water and Catch-Basin Connections to any sewer maintained by the District.

The City shall be the initial responder to customer complaints of sewage backing up or Service Connection problems. If, after evaluating the situation,

the City determines that a blockage is in the Service Connection upstream from the Stub, the City or its sewerage customer will correct the problem. If the problem is due to blockage or collapse in a District Storm-Water Outlet Sewer, the City will promptly notify the District, which will be responsible for correction of the problem.

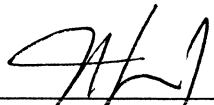
In the case of collapse, blockage, or other failure of the District's Storm-Water Outlet Sewer, the District, in proceeding with repairs, shall notify the City of any damage to any Service or Catch-Basin Connections that results from the collapse, blockage or other failure of the District's Storm-Water Outlet Sewer. The City, at its discretion, may decide to correct such a problem with Service or Catch-Basin Connections, or may request that the District perform such correction and back-charge the City.

ONGOING COMMITMENTS

The City and the District agree to hold meetings at least annually between the City's Director of Utilities and the District's Executive Director to discuss changes and enhancements to this Agreement. Any decision mutually agreed upon shall be put in writing by the parties and be made a formal supplement to this Agreement.

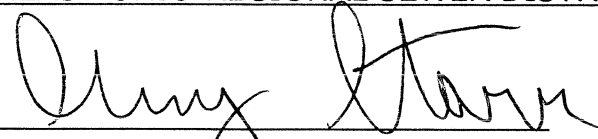
ACCEPTED AND AGREED:

THE CITY OF CLEVELAND



JULIUS CIACCIA, JR.
Director of Public Utilities
City of Cleveland

NORTHEAST OHIO REGIONAL SEWER DISTRICT



GARY W. STARR, PRESIDENT
Board of Trustees



ERWIN J. ODEAL, EXECUTIVE DIRECTOR
Northeast Ohio Regional Sewer District

Ord. No. 1139-72.
By Mayor Perk, Messrs Turk,
Duggan & Zone.

An emergency ordinance authorizing the Mayor, the Director of Law and the Director of Public Utilities to take all necessary steps to comply with the orders of the Cuyahoga County Court of Common Pleas in Case No. 886,594 (consolidated) and Case No. S.D. 69411.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Mayor, the Director of Law and the Director of Public Utilities be and they hereby are authorized to take all steps necessary to comply with the orders of the Cuyahoga County Court of Common Pleas in Case No. 886,594 (Consolidated) and Case No. S.D. 69411. (which orders are on file in the office of the Clerk of Council as File Nos. 1100-72, 1101-72, 1102-72. Appointments to the Board of Trustees of the Cleveland Regional Sewer District made by the Mayor of the City of Cleveland shall be subject to the consent of the Cleveland City Council.

Section 2. That this ordinance is hereby declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed July 17, 1972.

Effective July 20, 1972.