



**Northeast Ohio  
Regional Sewer District**

# **REQUEST FOR PROPOSALS**

**2026**

## **GREEN INFRASTRUCTURE GRANT PROGRAM FOR THE COMBINED SEWER AREA**

**June 5, 2025**

## **1.0 SUBMISSION OF PROPOSALS**

### **1.1 Application for Funding**

Applicants must register and submit proposals via the Watershed Funding Programs Application Portal.

[GI Grant Funding Program Application Access Request](#)

Proposals are due by 4:30 P.M. on Friday, **September 5, 2025**. Late proposals will not be considered.

Upon successful submission, applicants will receive an automated email confirmation. If a proposal is incomplete, the applicant will be notified by email and given three (3) business days from the notification date to provide the missing information. Proposals that remain incomplete or do not meet the requirements of this RFP may be deemed non-responsive at the sole discretion of the Northeast Ohio Regional Sewer District (District).

### **1.2 Pre-Proposal Workshop**

Date: **Friday, June 20, 2025**

Time: 9:00 A.M.

Location: Cleveland Metroparks Watershed Stewardship Center located at 2277 West Ridgewood Drive, Parma, Ohio 44134.

Attendance at the Pre-Proposal Workshop earns 3 points in the Project Feasibility scoring.

*Note: The workshop will include an overview of the Program, application process, and USEPA Stormwater Calculator Tool with an optional tour of the stormwater control measures located around the stewardship center. Potential applicants are strongly encouraged to participate. Workshop materials will be posted on the District's webpage approximately two weeks following the workshop.*

### **1.3 Pre-Proposal Meetings**

Applicants are encouraged to schedule a one-on-one meeting with District staff between July 1 and August 1, 2025. Meetings must be scheduled by July 1, 2025. A prepared concept plan is required.

Contact: Jessica Cotton, 216-881-6600 ext. 6458, [Cottonj@neorsd.org](mailto:Cottonj@neorsd.org)

## **2.0 INTRODUCTION**

The District established the Green Infrastructure Grant Program for the Combined Sewer Area (Program) in 2014 to support the strategic implementation and long-term maintenance of green infrastructure (GI) projects that reduce stormwater runoff from the combined sewer system. For the purposes of this Program, GI refers to stormwater source control measures or water resource projects that store, filter, infiltrate, or evapotranspire runoff, thereby enhancing infrastructure resilience and supporting healthy environments and strong communities.

## **3.0 DESCRIPTION OF THE GI GRANT PROGRAM**

### **3.1 Eligible Entities**

The District's member communities within the District's combined sewer service area and other governmental entities and nonprofit 501(c)(3) organizations are eligible to be applicants. Privately-owned businesses may also be eligible if they partner with an Eligible Entity, serving as an applicant or co-applicant.

The applicant and the property associated with the GI project must be in good standing with all District bills (no outstanding balances over 30 days).

The applicant is required to demonstrate permanent control or ownership of the entire project site at the time of application.

Applicants must demonstrate an interest in implementing water resource projects that effectively reduce stormwater runoff into the combined sewer system.

### **3.2 Eligible Entities Projects**

The Project must be located within the District's combined sewer area and remove stormwater runoff from the combined sewer system. (refer to the map at the following link [here](#).)

*Note: The project's existing stormwater drainage system (pre-development) must be tributary to the combined sewer system. Parcels within the combined sewer service area where only the sanitary sewer is directly tributary to the combined sewer and where the storm sewers discharge to the environment, or discharge to a separate storm sewer system that is not tributary to the combined sewer, are not eligible.*

The types of GI projects that will be considered for award include Design and/or Construction. Eligible Projects must be completed by June 30, 2027.

- **Small Project:** maximum of \$250,000 request.
- **Large Project:** maximum of \$350,000 request.

## **4.0 TERMS OF GRANT FUNDING**

### **4.1 Project Agreement**

The District requires all entities awarded Program funds to enter into a Green Infrastructure Grant Program Agreement (Project Agreement) for implementation and long-term maintenance of the GI Project. A draft Project Agreement is provided in **Attachment A**. Both the applicant and co-applicant must demonstrate the ability to meet all terms and obligations outlined in the Project Agreement. The initial Project Agreement must be fully executed by April 1 of the award year. Failure to meet this deadline may result in the withdrawal of the funding offer.

The applicant is responsible for ensuring timely submission of all required documentation necessary to prepare and finalize the agreement by the deadline. Delays in execution may jeopardize the project's eligibility for funding. The District reserves the right to revise the final Agreement.

### **4.2 Title IV Requirements**

Applicants are subject to the requirements of Title IV of the District's Sewer Use Codes and as outlined in the *Submittal Requirements for Connections to the Combined Sewer System*. Applicants must demonstrate compliance with Title IV. Program funding cannot be used for compliance with Title IV requirements.

For more information on the plan review process associated with Title IV *Submittal Requirements for Connections to the Combined Sewer Systems*, refer [here](#) or contact: Jeffrey Jowett, Community Discharge Permit Program Manager, [jowettj@neorsd.org](mailto:jowettj@neorsd.org) or (216) 881-6600.

#### **4.3 Long-term Maintenance**

Applicants must commit to the long-term maintenance of the GI practices installed. To ensure that the GI project will be maintained throughout the duration of its design life expectancy, the District will record on the real property records of Cuyahoga County an Affidavit of Facts Relating to Title providing constructive notice of the operation and maintenance responsibilities for the project.

#### **4.4 Public Outreach and Education**

Applicants are required to fabricate, install, maintain, and replace (as necessary) permanent educational signage for the design life expectancy of the Project. The District's minimum requirements for signage are provided in the GI Grant Program Signage Guidelines [here](#). The required education signage design will be approved by the District before fabrication. The cost to design, fabricate and install one permanent signage is an eligible expense that can be included within your grant request. The District shall be acknowledged on any public advertisement or outreach efforts related to the project.

#### **4.5 Reimbursement**

The Program is a reimbursement grant, which will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2026. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, verified invoices, and proof of payment to support the reimbursement request. Refer to the District's GI Grant Program for the Combined Sewer Area Policy in **Attachment B**, and the GI Grant Program for the Combined Sewer Area Procedures in **Attachment C** documents for additional information.

The District will withhold five percent (5%) of the total award until the following are verified:

- The project is deemed substantially completed by the District;
- Installation of District's approved permanent education signage; and
- Record drawings for the Project, have been submitted to and accepted by the District.

*Record drawings are prepared by the architect/design engineer. They reflect on-site changes the contractor noted in the as-built drawings*

*(show on-site changes to the original construction documents).*

## **5.0 PROPOSAL REQUIREMENTS**

Applicants shall submit a Proposal that describes in detail the proposed GI Project to be funded by the GI Grant Program. To be considered for funding under the Program, projects must meet the eligibility requirements in **Section 3.0**.

### **5.1 Project Team**

The Proposal shall present the GI project-related capabilities, skills, and experience of the project team for executing the proposed GI project.

### **5.2 Project Description**

The Proposal shall clearly identify which type of GI project they are applying for funding: Design and Construction Small; Design and Construction Large; Construction Only Small; or Construction Only Large.

- The proposed GI project must demonstrate on-site stormwater control measures using green infrastructure best management practices.
- The Proposal shall quantify the reduction in annual stormwater runoff volume to the combined sewer system.
- The Proposal shall quantify the amount of impervious area (IA) that is conveyed to and treated by the proposed GI project.
- The Proposal shall include either concept plans (Design and Construction) or a full set of detailed design drawings based on the type of project (Construction Only).
- The applicant shall describe in the Proposal how applicable zoning and permitting requirements have been or will be met.
- The Proposal shall include a proposed construction schedule.

*Note: For all projects, when infiltrating stormwater control measures are proposed to meet and/or exceed Title IV post-development discharge requirements, they must be designed in accordance with the results of on-site subgrade infiltration testing using approved methods from the Ohio Rainwater and Land Development Manual, which may be found [here](#) (refer to New Provisional Practices, Infiltration Testing for Stormwater Practice Design [here](#)).*

### **5.3 Project Feasibility**

The Proposal shall describe the applicant's readiness to proceed with the GI project, including details on the portion of the projects funds that have already been secured.

### **5.4 Community Benefits**

The Proposal shall identify additional community and environmental benefits of the GI Project.

### **5.5 Capacity to Maintain**

The Proposal shall demonstrate the applicant's ability to operate and maintain the GI project for the first year as well as long term. The Proposal shall also demonstrate that the party that will be performing the maintenance has the necessary skills, experience and equipment to perform such work.

### **5.6 Project Costs**

Applicants must include a detailed cost breakdown of the proposed GI Project within their proposal. Eligible expenses include third-party services directly related to the project, such as:

- Engineering and design (including topographic surveys and as-built drawings);
- Construction;
- Project management;
- Performance verification, testing, and inspection; and
- Other direct costs approved by the District.

*NOTE: Indirect costs are not eligible for grant funding.*

### **5.7 Project Costs**

Applicants must include a detailed cost breakdown of the proposed GI Project within their proposal. Eligible expenses include third-party services directly related to the project, such as:

### **5.8 Title IV Compliance**

Projects subject to Title IV must provide a cost breakdown that distinguishes:

- Costs required to meet Title IV stormwater regulations; and
- Costs for GI features that exceed Title IV compliance.

Only costs that exceed Title IV requirements are eligible for GI Grant funding. Refer to Title IV compliance guidance ([here](#)).

### **5.9 Parking Lot Resurfacing**

If the proposal includes resurfacing of an existing parking lot for any of the following reasons:

- Re-grading to redirect surface flow;
- Excavation within the existing footprint (e.g., utility installation); and/or
- Conversion to a permeable surface.

The applicant must submit two cost estimates:

- Cost to resurface the affected area using conventional methods (e.g., mill & fill without re-grading), including appurtenances (striping, bumpers, etc.); and
- Cost to rehabilitate the parking lot including GI features (e.g., re-grading, permeable surfaces, appurtenances).

Only the cost difference between Estimate 2 and Estimate 1 is eligible for funding. Program funds may not be used to rehabilitate existing parking lots unless such work is required for the proper function of GI components. Additionally, expansion of new parking areas is not eligible for funding, except for the footprint of new permeable pavement.

### **5.10 Design, Construction Administration, and General Conditions**

For applicants including these items in their funding request, the following limitations apply:

- Design Costs (e.g., engineering, survey, GI-related testing):  $\leq 8\%$  of total GI Grant funds requested; and
- Construction Administration (e.g., oversight and coordination):  $\leq 4\%$  of total GI Grant funds requested; and
- General Conditions (e.g., permits, mobilization, safety, insurance):  $\leq 5\%$  of total GI Grant funds requested.

Requests exceeding these percentages may be considered if the applicant provides

justification for unique project circumstances.

### **5.11 First-Year Maintenance**

Costs related to first-year maintenance of GI components (labor, materials, plants, equipment rental) are eligible. A detailed breakdown must be provided.

- Up to \$500 may be allocated for purchase of maintenance equipment, subject to prior District approval for reimbursement;
- First-year maintenance funds cannot be reallocated to design or construction activities; and
- Program funds cannot be used to reinforce roof structures for green roof systems.

## **6.0 EVALUATION & SELECTION PROCESS**

### **6.1 Proposal Evaluation**

The District will review, and score proposed GI projects that meet eligibility requirements. Proposals will be evaluated and ranked based on the Application Scoring Criteria below.

### **6.2 Award**

After evaluation, District staff will make a recommendation to award GI Grants. Award announcements are anticipated in December 2025. Awards are contingent on funding availability and subject to Board of Trustee approval. The District is under no obligation to fund any GI Grant Program requests.

### **6.3 Attachments**

Attachment A – Draft GI Grant Program Agreement

Attachment B – GI Grant Program Policy

Attachment C – GI Grant Program Procedures

Attachment D – GI Grant Program Scoring Criteria

Attachment A  
Draft Green Infrastructure Grant Program Agreement

**GREEN INFRASTRUCTURE GRANT PROGRAM AGREEMENT**

**BY AND BETWEEN**

**THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

**\*\*\***

**FOR**

**\*\*\* PROJECT**

**DESIGN AND CONSTRUCTION**

**CONSTRUCTION**

This Green Infrastructure Grant Program Agreement (“Agreement”) is made as of January 1, 2026 (the “Effective Date”), between the Northeast Ohio Regional Sewer District (the “District”), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. \*\*\*-\*\*, adopted by the District’s Board of Trustees on December \*\*, 2025 (Exhibit “A”), and \*\*\* (“Grantee”), a [501(C)(3) *non-profit organization / corporation / political subdivision*] of the State of Ohio, located at \*\*\*.

**RECITALS:**

WHEREAS, pursuant to Ohio Revised Code Section 6119.06 (F), the District is authorized to make grants to any person or political subdivisions for the acquisition or construction of water resource projects by such person or political subdivisions; and

WHEREAS, the District has established a Green Infrastructure Grant Program for the Combined Sewer Area (“Program”) for the purpose of promoting the implementation of water resource projects through the construction of green infrastructure (“GI”) projects in the

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District's combined sewer area to remove stormwater from the combined sewer system and reduce the release of combined sewage into the environment; and

WHEREAS, in response to the District's Request for Proposal (Exhibit "B"), the Grantee applied for Program funds (the "Application." attached hereto as Exhibit "C") for the construction of the \*\*\*project (the "Project"); and

WHEREAS, the Project will remove approximately \*\*\* gallons of stormwater annually from the combined sewer system; and

WHEREAS, the District has determined that the Grantee's Project will promote the purpose of the goals of the Program to remove stormwater from the combined sewer system and reduce the release of combined sewage into 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.**                      **DISTRICT GRANT**

1.1     The District hereby agrees to award a GI grant to the Grantee for the design and construction of the Project, including the first-year of the Project maintenance ("First-Year Maintenance"), on a reimbursement basis, in a total amount not-to-exceed \$\*\*\*, as follows:

- |   |                |
|---|----------------|
| • Project Design and Construction (Not-to-Exceed) | \$***<br>_____ |
| • First-Year Maintenance (Not-to-Exceed)          | \$***<br>_____ |
| • Total Project Not-to-Exceed Amount              | \$***<br>_____ |

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- 1.2 Location. The Project must be performed within the District's combined sewer service area and in the area set forth in the Grantee's Application.
- 1.3 Green Infrastructure Design. The Project shall be designed and constructed utilizing GI stormwater control measures to remove stormwater from the combined sewer system.
- 1.4 Compliance with Title IV, the District's Combined Sewer Code. The Project shall be designed and constructed to ensure compliance with Title IV of the District's Code of Regulations. Title IV shall serve as a minimum requirement for stormwater management on the Project. The Program goal is to implement GI for stormwater management beyond the minimum requirements established by Title IV. Under no circumstance shall Program funds be used for Title IV compliance.
- 1.5 Program Funds. The Program funds shall be provided by the District on a reimbursement basis, as detailed in Article 4, directly to the Grantee for the Project design and construction costs and First-Year Maintenance costs, conditioned upon the District's prior approval of the design and construction of the Project. District staff members will perform design reviews, construction inspections and maintenance oversight throughout the duration of the Project. Program funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the Grantee and the District shall remain with the District. The District shall have no obligation to reimburse the Grantee for any costs incurred prior to the Effective Date of this Agreement, January 1, 2026, or for costs not approved in writing by the District.
- 1.6 Mandatory Green Infrastructure Operation and Maintenance Workshop. Prior to the construction of the Project, Grantee's representative(s) shall

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attend a mandatory Green Infrastructure Operation and Maintenance Workshop (the “Workshop”) provided by the District. The Workshop will set forth the operation and maintenance guidelines for GI practices that the Grantee will be required to perform once the Project is completed.

The Workshop is scheduled to be held in-person on Friday, **April 3, 2026**, or on such other date as the District may determine with reasonable notice to the Grantee.

**ARTICLE 2.**      **DISTRICT’S OBLIGATIONS**

The District agrees to perform as follows:

- 2.1 Grant Administration. Provide oversight and final approval for the Project scope of work, schedules, changes, recordkeeping, reports, budgets, accounting, and any and all activities related to expenditure of Program funds in accordance with the terms and conditions of this Agreement.
- 2.2 Technical Assistance. Provide technical review to the Grantee for design, specifications, construction, installation, monitoring, and development of operation and maintenance manuals for the Project.
- 2.3 District Review. Provide timely review and comments to the Grantee related to the design and construction documents at various stages and milestones of the Project.
- 2.4 District Approvals. (i) the District shall review and approve or disapprove in writing the components of the Project, including the Grantee’s maintenance plan; (ii) inspect and approve or disapprove in writing any and all components of the Project to determine compliance with the plans and specifications of the

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Project; and (iii) approve or disapprove in writing any changes to the Project.

- 2.5 Public Acknowledgment. Acknowledge the Grantee, in presentations or publications related to the Project.
- 2.6 No Liability. Except as expressly provided herein, nothing in this Agreement shall be construed to create any liability on the part of the District for the design, construction, maintenance, or operation of the Project

**ARTICLE 3.**                      **GRANTEE’S OBLIGATIONS**

The Grantee agrees as follows:

- 3.1 Execution of the Agreement. The District requires all entities awarded Program funds to enter into an Agreement for implementation and long-term maintenance of the GI Project. Both the applicant and any co-applicants must demonstrate the capacity to fulfill all terms and obligations outlined in the Agreement. The Agreement must be fully executed by April 1 of the award year. Failure to meet this deadline may result in the withdrawal of the funding offer.
- 3.2 Notice of the Project Commencement. Provide notification to the District at least seven (7) business days prior to the start of the Project construction and schedule an on-site pre-construction meeting prior to the commencement of construction.
- 3.3 Utilization of Program Funds. Use 100% of the Program funds for activities and/or expenses related to the GI of the Project, as approved by the District. These activities and expenses may include design, construction, materials, first-year maintenance, and signage specifically related to the green infrastructure components of the Project. Any other use of District-provided funding shall require prior written approval by the District. The Grantee shall

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obtain the prior written approval of the District prior to modifying any of the green infrastructure components of the Project.

3.4 Design and Construction of GI Measures.

- Design: As applicable, the Grantee shall coordinate with the District's representatives during all critical stages and milestones of the design to allow sufficient time for the District to review and provide comments related to the design documents. The Grantee shall ensure that the proposed infiltrating stormwater control measures will meet and/or exceed Title IV post- development discharge requirements and are designed per the results of on-site subgrade infiltration testing using approved methods from the following sources:
  - Ohio Rainwater and Land Development Manual, which may be found at <https://epa.ohio.gov/dsw/storm/rainwater> (refer to New Provisional Practices, Infiltration Testing for Stormwater Practice Design, which may be found here: [https://epa.ohio.gov/static/Portals/35/storm/technical\\_assistance/2.17\\_Soil\\_Infiltration\\_Rate\\_2018\\_Provisional.pdf](https://epa.ohio.gov/static/Portals/35/storm/technical_assistance/2.17_Soil_Infiltration_Rate_2018_Provisional.pdf)).
  - Other state stormwater management manuals as recognized by the District (contact the District early in design).
  - The District reserves the right to consider designs that deviate from current standards on a case-by-case basis.
- Construction: The Grantee shall install the Project in accordance with the District-approved plans and drawings and provide on-site construction inspection and oversight. The Grantee shall coordinate with the District's representatives during all critical stages and milestones of the construction to allow sufficient time for the District to inspect the construction work.

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The Grantee shall submit all construction-related drawings and stormwater management reports to the District for review and approval prior to commencing construction of the Project. Upon completion of the Project, the Grantee shall provide copies of as-built drawings of the Project to the District.

3.5 The Project Schedule. The Grantee shall complete the construction of the Project by June 30, 2027, unless extended or revised pursuant to written approval of the District. The Grantee's failure to meet the District-approved schedule may negatively impact the Grantee's ability to receive future grant funding from the District. Requests for reimbursement related to the Project design and/or construction must be submitted no later than June 30, 2027. The first year of maintenance for which Grantee may receive reimbursement shall begin as of written notification by the District that the Project has been deemed substantially complete in accordance with the plans and specifications approved by the District. Requests for reimbursement related to the Project First-Year Maintenance costs must be submitted no later than 11 months after the date substantial completion is determined by the District with written notification.

3.6 Complete and submit quarterly progress report - as follows:

- 1) First Request shall be due April 30, 2026, for work completed January 1, 2026, through March 31, 2026.
- 2) Second Request shall be due July 31, 2026, for work completed April 1, 2026, through June 30, 2026.
- 3) Third Request shall be due October 31, 2026, for work completed July 1, 2026, through September 30, 2026.
- 4) Fourth Request shall be due December 31, 2026, for work completed

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October 1, 2026, through November 30, 2026.

- 5) Fifth Request shall be due April 30, 2027, for work completed January 1, 2027, through March 31, 2027.
- 6) Sixth Request shall be due July 31, 2027, for work completed April 1, 2027, through June 30, 2027.

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

3.7 The Grantee agrees to meet with District staff, as requested, to review the progress of the Project, and to use the Reimbursement Request form and Quarterly Progress Report form provided by the District and available at: <https://Green Infrastructure Grant Program website>.

3.8 Operation and Maintenance. Once constructed, the Grantee shall remain responsible for the operation and maintenance (i.e., preventative and restorative maintenance) for the design life expectancy of the Project starting at the date the project is deemed “substantially complete”, as determined by the District. The District shall reimburse the Grantee in accordance with paragraph 1.1. above for those First-Year Maintenance activities that have been approved by the District. The Grantee shall permit the District to provide technical reviews of the operation and maintenance manual developed for the Project prior to completion of construction. The purpose of this report is to describe the current condition of the applicable GI SCMs, and to summarize all preventative maintenance actions that have been implemented over the previous 12 months. At a minimum, the following preventative maintenance actions shall be performed by the Grantee (NOTE – to be customized per grant agreement):

- Bioretention Cells, Planter Boxes, etc.: bi-weekly weeding during the growing season.

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- Permeable Pavement Systems: Weekly remove surface debris weekly using a leaf blower or similar tool. Periodic restorative maintenance is also required to clear debris within infiltration pathways. This includes vacuum sweeping with a regenerative air street sweeper, replacing joint gravel, and performing other surface repairs as needed. The District will conduct annual infiltration tests to ensure proper system performance.
  - Green Roof Systems – bi-weekly weeding during the growing season.
- 3.9 An annual operation and maintenance inspection report for the Project shall be submitted to the District annually by June 1<sup>st</sup> following completion of construction for the design life expectancy of the Project, as determined by the District.
- 3.10 Inspection of the Project. The Grantee shall permit the District to periodically inspect the Project for the design life expectancy of the completed Project. If the District determines the Project is not being properly maintained, the District shall notify the Grantee of such in writing. The Grantee shall provide the District with a plan to address maintenance issues within thirty (30) days of receipt of the District's written notice.
- 3.11 Educational Signage. Once constructed, the Grantee shall coordinate the Project's educational signage content and placement with the District, utilizing the District's guidelines and templates for applicable GI practices, and ensure that the educational signage is installed within thirty (30) days of substantial completion of the Project. The fabrication, installation, maintenance, and replacement (if necessary) of the signage will be the responsibility of the Grantee for the design life expectancy of the Project.
- 3.12 As-Built Drawings. The Grantee shall provide the District Representative with

the contractor's "as-built" drawings for the Project, as applicable.

- 3.13 Record Drawings. The Grantee shall provide to the District Representative record drawings, approved by design firm Engineer, at the closure of the Project.
- 3.14 Access to the Grantee's Project Site. The Grantee shall provide the District with reasonable access to the Project site for the design life expectancy of the Project as necessary for inspection of the Project. The Grantee agrees to immediately notify the District of any changes to, or termination of the Grantee's access rights on the Project site. If the Grantee is required to vacate the premises on which the Project is located, the Grantee shall provide the District with a plan for relocation of the Project if the Project is of the nature that relocation is possible. If relocation is not possible, at the District's sole discretion, this Agreement may be assigned to a successor owner or occupier of the Project site only in accordance with Article 5.7 of this Agreement or the District shall be entitled to a refund of all grant funds provided by this Agreement. Failure to comply with this provision may be considered a default under this Agreement, pursuant to Article 7 herein.
- 3.15 Prohibition on Transfer of Project Property. The Grantee shall not transfer ownership, maintenance or operational control of the Project or the real property wherein the Project is located, during the design and construction of the Project or during the operation and maintenance of the Project's life, as further described in paragraph 3.6 above, unless the Grantee retains a property interest in the Project property for obligations under this Agreement, including maintenance, or unless some other arrangement consistent with this Agreement, including Grantee's successor agreeing to Grantee's obligations herein, is accepted by the District. The Grantee's property interest in the Project, as contained in this Agreement, shall be irrevocable for the design life

expectancy of the Project, but in any event, so long as the Project is operational with reasonable ongoing maintenance as determined by the District. The Grantee shall inform the District anytime there is a proposed transfer. Grantee shall reimburse the District in an amount equal to one hundred percent (100%) of the grant payments provided by the District to Grantee under this Agreement if the Project, or the real property wherein the Project is located, is transferred in contravention of this provision. The District shall be entitled to any and all court costs, expenses, and attorneys' fees that may be incurred by the District in enforcing this provision.

- 3.16 Affidavit of Facts Relating to Title. Grantee acknowledges and agrees that the District will record on the real property records of Cuyahoga County an Affidavit of Facts Relating to Title providing constructive notice of the operation and maintenance responsibilities for the Project for its design life expectancy, as described in this Agreement. The Affidavit of Facts Relating to Title is attached to this Agreement as Exhibit E.
- 3.17 Payment of Prevailing Wage. The Grantee 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 Water Resource Project and shall ensure compliance with any prevailing wage requirements in said Chapter.
- 3.18 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Project.

#### **ARTICLE 4. REIMBURSEMENT OF GRANT FUNDS AND INVOICING**

- 4.1 District Funds. The District shall reimburse the Grantee for eligible Project

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design and construction activities that occurred after January 1, 2026, and for First-Year Maintenance expenses after the Project is deemed substantially complete, based upon paid invoices, prepared and submitted by the Grantee to the District, in the form prescribed by the District, and including supporting information as required in this Agreement and the Green Infrastructure Grant Program for the Combined Sewer Area Policy, Process, and Procedures, attached hereto as Exhibit “D.”

- 4.2 The District withholds five percent (5%) or \$<sup>\*\*</sup>.<sup>\*\*</sup> of any GI Grant Program total award until the District verified the following items:
1. The project has been deemed substantially completed by the District
  2. Installation of District’s approved permanent education signage
  3. The Grantee has provided the District with final record drawings (as-built) for the Project.

**ARTICLE 5.**

**MISCELLANEOUS**

- 5.1 Limit of Commitment by the District. This award is made with the understanding that the District has no obligation to provide other or additional support, beyond that identified in this Agreement, including maintenance of the Project, nor does this award represent any commitment to, or expectation of, future support, including maintenance of the Project, from the District for this or any other project of the Grantee.
- 5.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Grantee or the District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

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- 5.3 Term. The term of this Agreement shall begin as of the date first above written and shall be in effect for the design life expectancy of the Project, as determined by the District.
- 5.4 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.
- 5.5 Authority to Execute. Each person executing this Agreement represents and warrants that he is duly authorized to execute this Agreement by the party on whose behalf he is so executing.
- 5.6 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 5.7 Prohibition on Assignment and Subcontracting. The Grantee may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written 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.
- 5.8 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party. The Grantee 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 requested execution timeframe of the modification. Any modification to the Project must be approved by the District Representative in writing.
- 5.9 Merger Clause. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the parties, and supersedes all

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previous understandings and agreements between the parties, whether oral or written.

- 5.10 No Third-Party Beneficiary. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**ARTICLE 6.**                      **RELEASE OF LIABILITY AND INDEMNIFICATION**

- 6.1 The Grantee hereby releases and indemnifies the District from all liability related to the performance of the Project and the grant payments provided by the District hereunder. The Grantee further releases and indemnifies the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, and inspection of the Project; (iii) any defective performance of the Project by the Grantee and/or their agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Grantee.

**ARTICLE 7.**                      **DEFAULT OF GRANT OBLIGATIONS**

- 7.1 Failure by the Grantee to meet any material requirement of this Agreement may result in its termination and may require the Grantee to reimburse the District for any disbursed funds. The District may terminate the Agreement upon written notice if the Grantee materially breaches any terms, fails to comply with the Agreement, or does not complete the Project within the approved timeline. Prior

DRAFT FOR DISCUSSION  
2026

to termination, the District shall provide written notice of default, and the Grantee shall have thirty (30) days to cure such default

**ARTICLE 8.**                    **NOTICES**

8.1     All notices delivered hereunder shall be made by email or regular U.S. mail to the following:

DISTRICT

Jessica S. Cotton, GIP  
Funding Programs Administrator  
NEORS  
3900 Euclid Avenue  
Cleveland, OH 44115  
[cottonj@neorsd.org](mailto:cottonj@neorsd.org)

GRANTEE

\*\*\*

**ARTICLE 9.**                    **EXHIBITS**

- |           |  |
|-----------|--|
| Exhibit A | District Resolution  |
| Exhibit B | District Request for Proposal  |
| Exhibit C | Grantee Grant Application  |
| Exhibit D | Green Infrastructure Grant Program in the Combined Sewer Area Policy,<br>Process, and Procedures |
| Exhibit E | Affidavit of Facts Relating to Title   |

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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

**GRANTEE**

BY: \_\_\_\_\_

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.

DRAFT FOR DISCUSSION  
2026

[FOR DISTRICT USE ONLY]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

\*\*\*

FOR

2026 GREEN INFRASTRUCTURE GRANTS  
PROGRAM AGREEMENT:

\*\*\*

\_\_\_\_\_  
Total Approximate Cost:        \$\*\*\*

\_\_\_\_\_  
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**

Attachment B  
Green Infrastructure Grant Program Policy

**GREEN INFRASTRUCTURE GRANT PROGRAM  
FOR THE COMBINED SEWER AREA POLICY**

**I. PURPOSE**

The Green Infrastructure Grant Program for the Combined Sewer Area (Program) is a funding program provided by the Northeast Ohio Regional Sewer District (District) to support the strategic implementation and long-term maintenance of Green Infrastructure (GI) projects that reduce stormwater runoff entering the combined sewer system within the District's combined sewer service area. These projects help restore natural hydrologic functions, enhance infrastructure resiliency, reduce wet-weather impacts, and support healthy, vibrant communities.

**II. ELIGIBILITY**

**A. Eligible Entities**

The District member communities within the District's combined sewer service area and other governmental entities and nonprofit 501(c)(3) organizations. Privately-owned businesses may also be eligible if they partner with an Eligible Entity, serving either as an applicant or co-applicant.

**B. Eligible Projects**

Eligible Projects must be located in the District's combined sewer service area and remove stormwater runoff from the combined sewer system. Projects include but are not limited to stormwater source control measures or water resource projects that store, filter, infiltrate, or evapotranspire runoff.

**C. Requirements**

- **GI Grant Program Agreement (Project Agreement)**

The District requires all entities awarded Program funds to enter into a Project Agreement for implementation and long-term maintenance of the GI Project. A draft Project Agreement is provided in the Request for Proposal. Both the applicant and co-applicant must demonstrate the ability to meet all terms and obligations outlined in the Project Agreement. The initial Project Agreement must be fully executed by April 1 of the award year. Failure to meet this deadline may result in the withdrawal of the funding offer.

- **The District's Good Standings**

The applicant and the property associated with the GI Project must be in good standing with all District bills.

- **The District's Title IV**

The applicant must demonstrate compliance with Title IV (Combined Sewer Code) of the District's Code of Regulations as outlined in the *Submittal Requirements for Connections to the Combined Sewer System*. Applicants are responsible for funding the portions of a project that are necessary to meet the minimum requirements of Title IV.

- **Permanent Control**

The applicant must demonstrate permanent control or ownership of the entire project site at the time of application.

- **Long-Term Maintenance**

Applicants must commit to the long-term maintenance of the GI practices installed at the Project Site for their full design life.

### **III. FUNDING**

Subject to available funding and annual District Board of Trustee approval, the District anticipates funds will be available annually through a competitive process. The District will annually review the terms and conditions of the GI Grant Program and may modify these terms and conditions based on lessons learned from previous funding rounds.

All entities awarded Program funds are required to enter into a Project Agreement for implementation and long-term maintenance of the GI Project. All available GI Grant funds will be provided by the District to Grantees for direct project costs, conditioned on the District's prior approval of the Project and Grantee's compliance with this Policy and the executed Project Agreement. If a Grantee fails to maintain a project funded through the GI Grant in accordance with applicable agreements executed with the District, it shall be liable for the full amount of GI Grant funds paid for the Project.

Attachment C  
Green Infrastructure Grant Program Procedure

## **GREEN INFRASTRUCTURE GRANT PROGRAM FOR THE COMBINED SEWER AREA PROCEDURES**

### **I. PROGRAM IMPLEMENTATION**

#### **A. Board of Trustees Authorization**

The Northeast Ohio Regional Sewer District (District) intends to offer annual funding for Green Infrastructure (GI) Projects through the GI Grant Program. Each year, the District will seek authorization from the District's Board of Trustees to expend funds and to issue a Request for Proposal (RFP) for the following year.

#### **B. Request for Proposals**

The District will issue an annual RFP inviting Eligible Entities to submit applications for GI Grant funding up to the amount authorized by the Board of Trustees. The RFP will include project requirements, evaluation criteria, and schedule of deliverables.

To be considered for funding, applications must be submitted no later than the date and time specified in the RFP. Applications will be checked for completeness. Incomplete applications will not be considered for funding. Applications will be evaluated in accordance with the criteria in the RFP and past performance. The selection committee will make recommendations for award to the District's Board of Trustees.

#### **C. GI Grant Program Agreement (Project Agreement)**

Applicants awarded funding (Grantees) by the Board of Trustees are required to enter into a Project Agreement with the District. The District's Legal Department will draft the Project Agreement between the District and the Grantee. The Grantee is responsible for full implementation and long-term operation and maintenance of the GI project as defined in the Project Agreement. The project can commence after January 1<sup>st</sup> once the Project Agreement has been fully executed by both the Grantee and the District.

## **II. PROJECT REPORTING**

### **A. Quarterly Progress Reports**

Beginning the first quarter after the Project Agreement is executed, Grantees must submit Quarterly Progress Reports using the online form. Reports must include:

- Completed GI Grant Quarterly Progress Report Cover Sheet; and
- Supporting project status documentation.

Completed forms are submitted by selecting the “Submit” button on the form, then choosing to confirm submission, canceling or editing the form. Grantees will receive a confirmation page and email after successful submission.

### **B. Operation & Maintenance Inspection Reports**

An annual operation and maintenance inspection report for the Project is required following the completion of construction and shall be submitted to the District annually by June 1 of each subsequent year.

## **III. REIMBURSEMENT PROCESS**

Reimbursement of eligible expenses will not begin until after the Project Agreement is fully executed and the District has issued a Purchase Order for the project.

### **A. Eligible Costs**

Reimbursement is limited to approved GI-related expenses, including:

- Design;
- Eligible Construction-related costs;
- First-year maintenance;
- Equipment (up to \$500 total); and
- Educational signage specific to GI-related features.

Unapproved or unused funds revert to the District.

### **C. Required Documentation**

Grantees shall submit the following with reimbursement request:

- GI Grant Expense Tracking Form;
- GI Grant Reimbursement Online Form;

- Supporting documentation including itemized invoices, itemized receipts and proof of payment; and
- Most recent Quarterly Progress Report.

#### **D. Review and Payment**

The District will review all reimbursement requests for completeness and will request additional documentation, if necessary. Final approval for payment for reimbursement requests is made by the Director of Watershed Programs. Reimbursements are typically processed for payment within 60 days.

#### **E. Final Withholding (Retainer)**

The District withholds 5% of the total grant award until the following are verified:

- The project is deemed substantially complete by the District;
- Installation of District-approved permanent education signage; and
- The Grantee has provided the District with final record drawings (as-builts) for the Project.
- The 5% does not include first-year maintenance dollars (Example: a \$300,000 award includes a \$5,000 first-year maintenance budget. The District will withhold \$15,000 plus \$5,000 for a total of \$20,000.

### **IV. PROJECT OPERATION & MAINTENANCE**

Grantees are required to maintain the GI Project for its design life, starting at substantial completion, as determined by the District. Records must be retained and available for District review upon request. In addition, all Grantees are required to attend a mandatory Operation & Maintenance Workshop held in April of the grant year cycle. Non-compliance with the operation and maintenance requirements may result in full repayment of grant funds.

Attachment D

Green Infrastructure Grant Program Scoring Criteria

## GREEN INFRASTRUCTURE GRANT PROGRAM FOR THE COMBINED SEWER AREA Application Scoring Criteria Guidelines

### Program Overall Eligibility

- The project must be located within the District’s Combined Sewer System (CSS) area, and the stormwater must currently discharge to the CSS under existing conditions.
- The applicant must represent a District member community, governmental entity, or a non-profit 501(c)(3) organization. Privately owned businesses are eligible if partnered with one of these entities.
- The District will record an Affidavit of Facts Relating to Title on Cuyahoga County real property records, noting operation and maintenance responsibilities.
- The District will record an Affidavit of Facts Relating to Title with the Cuyahoga County real property records, formally documenting the operations and maintenance responsibilities.
- The applicant and associated property must be current and in good standing with all District bills.
- The GI project must demonstrate on-site stormwater control using green infrastructure and quantifiably reduce stormwater runoff to the CSS.

Category	Design and/or Construction (Max Of 100 Points)
Expected Benefits	37 (37%)
Project Feasibility	28 (28%)
Capacity to Maintain	18 (18%)
Community Benefits	17 (17%)

## EXPECTED BENEFITS (37 Points)

Category	Evaluation Criteria	Points	Review Score	Comments
Composite Score - Volume Removed (gallons) & Impervious Acres Treated	<p><b>Definition:</b> Projects will be evaluated based on a composite score that considers the estimated annual amount of stormwater runoff they are able to remove from the combined sewer system, and the amount of impervious area (IA) that is conveyed to and treated by Green Infrastructure Stormwater Control Measures (GI SCMs). The estimated annual amount of stormwater runoff removed must be determined using the USEPA Stormwater Calculator model.</p> <p>Projects with no net increase in impervious area shall calculate this estimate by subtracting “Proposed conditions with GI SCMs” model results from “Existing conditions” model results. This typically involves projects that are converting existing parking lots to permeable pavement, converting existing roofs to green roofs, and/or conveying existing impervious areas to a GI SCM.</p> <ul style="list-style-type: none"> <li>Projects with any net increase in impervious area* shall calculate this estimate by subtracting “Proposed conditions with GI SCMs” model results from “Proposed conditions without GI SCMs” model results. This typically involves projects that propose new parking areas and/or buildings. NOTE: projects also disturbing at least 0.50-acres must first comply with the District’s Title IV Code of Regulations.</li> </ul> <p>*New drives, parking lots and roofs are considered an increase in impervious area (i.e., without GI SCMs) even if they are proposed to be permeable or green (i.e., with GI SCMs).</p> <p><b>Title IV-Combined Sewer Code</b> requires member communities in the combined sewer area to have a plan for controlling and monitoring flow volumes and overflows in their</p>	31		

### EXPECTED BENEFITS (37 Points)

	<p>system.</p> <ul style="list-style-type: none"> <li>Proposals will be identified as follows: <ul style="list-style-type: none"> <li><b>Small Projects:</b> maximum request of \$250,000.</li> <li><b>Large Projects:</b> maximum request of \$350,000.</li> </ul> </li> </ul>			
	<p><b>Steps for Applicants:</b></p> <ul style="list-style-type: none"> <li><b>Determine Your IA and Gallons Captured:</b> Calculate the total impervious area treated and the annual gallons of stormwater captured by your project.</li> <li><b>Review Scoring Tables:</b> Use the provided tables below to find your project's score based on IA and gallons captured.</li> <li><b>Decide on Funding Request:</b> You have the flexibility to choose how to classify your project for funding purposes: <ul style="list-style-type: none"> <li>Projects with less than 0.60-acre IA can request funding as either a Small Project (max \$250,000) or a Large Project (max \$350,000).</li> <li>Projects with at least 0.60-acre IA can also choose to request funding as a Small Project or a Large Project.</li> <li>Consider how the funding request amount affects your score and choose the classification that best supports your funding goals.</li> </ul> </li> </ul> <p><b>Example:</b></p> <ul style="list-style-type: none"> <li>A project that treats 0.71-acres of IA and captures 260,000 gallons annually:</li> <li>As a Large Project (max request \$350,000): Scores 4 points.</li> <li>As a Small Project (max request \$250,000): Scores 31 points.</li> </ul>			

## EXPECTED BENEFITS (37 Points)

TABLE: Funding Request by Project Size and IA Treated

SMALL PROJECTS - MAXIMUM REQUEST: \$250,000							
Captured Annually							
IA Treated	<50,000 Gallons	<83,000 Gallons	<116,000 Gallons	<150,000 Gallons	<183,000 Gallons	<216,000 Gallons	<250,000 Gallons
< 0.2	4	6	8	10	12	14	16
< 0.27	6	8	10	12	14	16	18
<0.34	8	10	12	14	16	18	21
<0.41	10	12	14	16	18	21	23
<0.48	12	14	16	18	21	23	25
<0.55	14	16	18	21	23	25	28
<0.60	16	18	21	23	25	28	31

  

LARGE PROJECTS - MAXIMUM REQUEST: \$350,000							
Captured Annually							
IA Treated	<275,000 Gallons	<354,000 Gallons	<433,000 Gallons	<513,000 Gallons	<592,000 Gallons	<671,000 Gallons	<750,000 Gallons
≥0.6	4	6	8	10	12	14	16
< 0.90	6	8	10	12	14	16	18
<1.25	8	10	12	14	16	18	21
<1.60	10	12	14	16	18	21	23
<1.90	12	14	16	18	21	23	25
<2.20	14	16	18	21	23	25	28
<2.50	16	18	21	23	25	28	31

### EXPECTED BENEFITS (37 Points)

Category	Evaluation Criteria	Points	Review Score	Comments														
Cost-effectiveness (grant dollars requested for construction divided by gallons captured)	<p>This is based on the project’s budget related specifically to GSI SCMs, not necessarily the total project budget. Proposed costs associated with design and first-year maintenance will not be considered as part of this calculation, to the best of the District’s ability. We will use the results from the District’s verification of the USEPA Stormwater Calculator to determine gallons captured.</p> <table><tr><th>\$/gallon</th><th>Points</th></tr><tr><td>≤\$0.50</td><td>6</td></tr><tr><td>≤\$0.80</td><td>5</td></tr><tr><td>≤\$1.10</td><td>4</td></tr><tr><td>≤\$1.40</td><td>3</td></tr><tr><td>≤\$1.70</td><td>2</td></tr><tr><td>&gt;\$2.00</td><td>1</td></tr></table>	\$/gallon	Points	≤\$0.50	6	≤\$0.80	5	≤\$1.10	4	≤\$1.40	3	≤\$1.70	2	>\$2.00	1	6		
\$/gallon	Points																	
≤\$0.50	6																	
≤\$0.80	5																	
≤\$1.10	4																	
≤\$1.40	3																	
≤\$1.70	2																	
>\$2.00	1																	

**PROJECT FEASIBILITY (28 Points)****READINESS TO PROCEED & BUDGET (13 POINTS)**

Category	Evaluation Criteria	Points	Review Score	Comments
Pre-Proposal Workshop	Projects will score 3 points if at least one representative of the project team <i>participated in the GI Grant Pre-Proposal Workshop on Friday, June 20, 2025.</i>	3		
Funding Sources	Projects will score 2 points upon providing verification that funding has been secured for 100% of project costs. Regardless of the dollar amount, verification is required for all sources of funding, beyond the GI Grant Program funding request, that it will be earmarked for the green infrastructure related expenses. Verification includes, but may not be limited to all contracts, bank statements (proof of existing equity), loans, grants, and letters of credit. Applications with 100% of their total project budgets covered solely by GI Grant Program funding will automatically earn these 2 points.	2		
Detailed Budget	Projects will be evaluated on how clearly and concisely their detailed budget is presented, if it meets maximum threshold line-item limitations (i.e., design, construction administration & general conditions), how well it addresses minimum expectations, and if it is developed by a professional.	3		
Capital Cost	Projects will be evaluated based on whether the proposed construction project capital costs align with regional cost standards.	3		
Eligible Expenses	Projects will be evaluated to ensure that requested grant funding is used exclusively for eligible expenses, as per the defined guidelines/regulations	2		

PROJECT DESIGN (10 POINTS)				
Category	Evaluation Criteria	Points	Review Score	Comments
Plan Submittal	For applications that submit a full concept plan, projects will be evaluated on whether minimum requirements are included. See <a href="#">checklist</a> .	3		
	For applications that submit a full set of plan design drawings, projects will be evaluated on whether minimum requirements are included, and if the plans are stamped by a professional engineer. See checklist.	5		
Construction Schedule	Projects will be evaluated based on a proposed timeline that ensures projects can be completed within the grant program timeframe. Furthermore, consideration will be given to whether the schedule acknowledges foreseeable circumstances that could delay on-time completion of the project.	3		
Zoning & Permitting	Projects will be evaluated on how well the applicant has already addressed applicable zoning and permitting requirements or has demonstrated the knowledge to do so prior to the commencement of construction.	2		

**PROJECT FEASIBILITY (28 Points)**

**PROJECT TEAM (5 POINTS)**

Category	Evaluation Criteria	Points	Review Score	Comments
Overall Experience with GI Projects	Projects will be evaluated on the amount of experience current team members have with designing/implementing GI SCMs. This accounts for cumulative projects per team member, not cumulative experience of the team. For example, if an owner/design engineer partnership has successfully completed 5 GI projects, they have 5 projects worth of experience and would score 3 points (they do not have 10 projects of experience). Project experience can include any GI projects and are not limited to those funded by NEORSD's GI Grant Program.	5		
	Experience Level			
	Significant			
	Some			
	Minimal			
	None			

**CAPACITY OF THE APPLICANT TO MAINTAIN THE PROJECT FOR DESIGN LIFE EXPECTANCY  
(18 Points)**

**OPERATION AND MAINTENANCE (O&M) (4 POINTS)**

Category	Evaluation Criteria	Points	Review Score	Comments
Responsible Party	The party (or parties) responsible for first-year and long-term maintenance have been identified and confirmed.	1		
Labor Hours	An estimate of annual labor hours for first-year and long-term maintenance has been provided.	1		
Necessary Skills	The necessary skills required of the party (or parties) that will provide maintenance have been summarized.	1		
Equipment Needed	A list of the equipment the party (or parties) will need to maintain the project that has been provided.	1		

**OPERATION AND MAINTENANCE PLAN (10 POINTS)**

Category	Evaluation Criteria	Points	Review Score	Comments
Design Features	The O&M Plan includes a comprehensive list of design features that are applicable to proposed SCMs.	3		
What to Look For	The O&M Plan includes a description of what an inspector would look for while conducting a routine inspection, per design feature.	4		
Inspection Frequencies	The O&M Plan summarizes how frequently each design feature should be inspected/maintained.	3		

**OPERATION AND MAINTENANCE BUDGET (4 POINTS)**

Category	Evaluation Criteria	Points	Review Score	Comments
First-year Detailed Budget	Projects will be evaluated on how clearly and concisely the detailed first-year maintenance budget is presented, how well it addresses minimum expectations, and if it is stamped by a professional engineer.	1		
Long-Term Detailed Budget	Projects will be evaluated on how clearly and concisely the detailed long-term maintenance budget is presented, how well it addresses minimum expectations, and if it is stamped by a professional engineer.	1		

Maintenance Costs	Projects will be evaluated on whether proposed maintenance costs reflect typical regional costs.	1		
Eligible Expenses	Projects will be evaluated on whether requested grant funding will be used exclusively for eligible maintenance expenses.	1		

### COMMUNITY BENEFITS (17 Points)

Category	Evaluation Criteria	Points	Review Score	Comments
Environmental Justice Index (EJI)	Go to <a href="#">NEORS Green Infrastructure Grant Program dashboard</a> to determine your score for this category. Up to 5 points are available for the Environmental Burden score based on the EJI + Climate Burden Rank.	5		
Public Access, Open Space, Recreation	Projects can earn 1 point if the property (public or private) is accessible to the public for a minimum of 7 hours per weekend day or 3 hours per weekday. Projects can earn 2 additional points for creating a public gathering space that incorporates GI SCMs (i.e., an outdoor space specifically designed to serve as a venue for people to congregate, celebrate, socialize and/or enjoy recreational activities). Note: a parking lot with GI SCMs does not qualify as a public gathering space regardless of the number of community events that take place on or near it.	3		
<b>Projects can earn 1 point for each project phase in which the applicant actively engages with community members. A total of 3 points are available. See below.</b>				
Community Engagement, Collaboration	<ul style="list-style-type: none"> <li>Design phase (e.g., organize a public design charrette or conduct surveys to generate ideas in the early stages of design) NOTE: Projects can earn this point for applicable activities that occur before or after the date of the GI Grant Program application.</li> </ul>	1		
	<ul style="list-style-type: none"> <li>Construction phase (e.g., sell engraved paver bricks, organize a planting party, etc.)</li> </ul>	1		
	<ul style="list-style-type: none"> <li>Maintenance phase (e.g., partner with an established garden club to maintain the landscaping of a bioretention cell)</li> </ul>	1		

COMMUNITY BENEFITS (17 Points)				
Category	Evaluation Criteria	Points	Review Score	Comments
Urban Heat Resilience	<b>Urban Heat Resilience is a total of 3 points available. See below.</b>			
	<ul style="list-style-type: none"> <li>1 point for a net increase of three shade trees from the <a href="#">District's approved list</a>. Applicant must provide a list of tree species from the District's approved list that are removed, and tree species from the District's approved list that are proposed to be planted.</li> </ul>	1		
	<ul style="list-style-type: none"> <li>1 point for reducing impervious area cover by at least 10% (from existing compared to proposed conditions (Note: green roof and permeable pavement footprints are considered pervious).</li> </ul>	1		
	<ul style="list-style-type: none"> <li>Go to <a href="#">NEORS Green Infrastructure Grant Program dashboard</a> to determine your score for this category. One (1) point if the project is in a high priority heat resilience area as identified on the Priority Area Map.</li> </ul>	1		
Urban Flooding Resilience	<b>Urban Flooding Resilience is a total of 3 points available. See below.</b>			
	<ul style="list-style-type: none"> <li>2 points if the project prevents the post-development average annual runoff from exceeding the pre-development (i.e., undeveloped) average annual runoff, as determined by the USEPA Stormwater Calculator. To mimic an undeveloped pre-development condition, all existing impervious areas must be accounted for as "lawn".</li> </ul>	2		
	<ul style="list-style-type: none"> <li>Go to <a href="#">NEORS Green Infrastructure Grant Program dashboard</a> to determine your score for this category. One (1) additional point if the project is in a high priority flood resilience area as identified on the District's Priority Sewershed map.</li> </ul>	1		