

**2016 NORTHEAST OHIO REGIONAL SEWER DISTRICT  
GREEN INFRASTRUCTURE GRANTS  
FOR THE COMBINED SEWER AREA  
September 17, 2015**

**Introduction**

The Northeast Ohio Regional Sewer District (Sewer District) supports the strategic implementation and long-term maintenance of green infrastructure that protects, preserves, enhances, and restores natural hydrologic function, including funding green infrastructure projects within the combined sewer area through the Green Infrastructure Grants (GIG) Program. Green infrastructure refers to stormwater source control measures that store, filter, infiltrate or evapotranspire stormwater to increase resiliency of infrastructure by reducing stress on wet-weather drainage and collection systems which increase co-benefits in support of healthy environments and strong communities.

The Green Infrastructure Grants Program for the Combined Sewer Area is open to communities and non-profit organizations in the combined sewer area interested in implementing water resource projects that remove stormwater from the combined sewer system and ensuring the long-term maintenance of these practices. Projects can be awarded up to \$250,000. Applications exceeding this limit with projects of higher costs may be considered.

**Eligibility Requirements**

Proposal must meet the minimum conditions described herein to be considered for funding under the Sewer District's GIG program:

- Project must be located in the Sewer District's combined sewer area  
<http://neorsd.org/combinedsewerarea>
- Project must demonstrate on-site stormwater control measures using green infrastructure.
- Applicant must be able to demonstrate permanent control of the GIG project site.
- Applicant must represent a Sewer District member community or a non-profit 501(c)(3) organization located within the Sewer District's combined sewer area.

# NORTHEAST OHIO REGIONAL SEWER DISTRICT

## 2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA

Private, for-profit entities may not directly apply for GIG funding but can do so in coordination with a member community or non-profit organization.

- Applicant and the property associated with the proposed GIG program project must be current and in good standing with all Sewer District bills.
- Applicants are subject to the requirements of Title IV of the Sewer District's Sewer Use Codes <http://www.neorsd.org/images/147/TitleIV.pdf> and as outlined in outlined in the *Submittal Requirements for Connections to the Combined Sewer System*. GIG Program funding cannot be used for compliance with these requirement. Projects subject to Tile IV must submit cost details for compliance with Title IV and the cost details for green infrastructure features that exceed the Title IV compliance requirements. Only those project costs that exceed Title IV requirements are eligible for GIG Program funding.

For more information on the plan review process associated with Title IV Submittal Requirements for Connections to the Combined Sewer Systems refer to <http://10.9.20.13/planreview.php> or contact: Mary Maciejowski, Community Discharge Permit Program Manager, [maciejowskim@noersd.org](mailto:maciejowskim@noersd.org) (216) 881-6600.

- In addition to the cost proposal breakdown for Title IV requirements as detailed above, GIG Program proposals that include parking lots must include the estimated cost of resurfacing the subject parking lot without stormwater control measures.
- Construction must be completed by October 31, 2017. If the proposed GIG Program project will extend past this deadline, please contact the District to discuss.
- In the event of a GIG award, the applicant must have the ability to fulfill all the terms and obligations required in the *Agreement By And Between The Northeast Ohio Regional Sewer District and Applicant*, see Attachment 1 (changes to a final agreement are at the District's discretion).

GIG awards to other public entities will not require references to the Grant Agreement between the City of Cleveland and the District and will be made through a direct Grant Agreement as opposed to a Sub-Grant Agreement.

### **Terms of Grant Funding**

The GIG Program is a reimbursement grant and payment will be made only on project specific invoices as referenced in the approved project budget. If the GIG project for which you are applying for funding is part of a larger construction project, the Sewer District requires individual, itemized, and verified invoices to support reimbursement of expenses related to the GIG project. Grant funding may include the following:

## NORTHEAST OHIO REGIONAL SEWER DISTRICT

### 2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA

- Professional Services such as design and engineering costs, structural analysis and soil testing costs, if required, to determine suitability of a project; and
- Construction costs such as labor, materials, plants and equipment rental.

The District's current reimbursement policy for the GIG Program can be reviewed at:  
[www.neorsd.org/greenfunding](http://www.neorsd.org/greenfunding)

#### **Use for Public Outreach and Education**

The following applies to all projects:

- Sewer District shall be permitted to photograph any project selected for funding and to incorporate this project into public education and outreach efforts.
- Sewer District shall have design approval for any signage or public education and outreach efforts related to the project. In most instances, educational signage will be required.
- Sewer District shall be acknowledged on any public advertisement or outreach efforts related to the project.

#### **Evaluation**

Sewer District staff will evaluate eligible requests for GIG funding based on the following criteria:

1) **Expected Benefits of the Project (30 points)**

- Anticipated volume of stormwater controlled and/or removal from the combined sewer system.
- Project's ability to manage stormwater runoff on-site to the maximum extent possible.

2) **Project Feasibility (25 points)**

Feasibility of construction and implementation demonstrated by the concept design, maps, and stormwater calculations. Anticipated completion date will also be taken into account.

3) **Programmatic Capacity of the Applicant to Maintain the Project for Design Life Expectancy (25 points)**

The project design life expectancy is defined with an operation and maintenance implementation plan for the life of the project. Entity providing maintenance must be identified and possess a clear ability to manage the project through the design life.

# NORTHEAST OHIO REGIONAL SEWER DISTRICT

## 2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA

### 4) **Project Visibility and Access to the Public (20 points)**

The project furthers public understanding of the value of green infrastructure as a stormwater control measure within the combined sewer area.

### **Pre-application Meeting**

Sewer District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. It is strongly encouraged that applicants take advantage of this opportunity. Dates for meetings are **November 4, 2015 and November 5, 2015**. Please contact Linda Mayer as detailed below to schedule. Please note – you must schedule for these meetings, walk-ins will not be accommodated.

### **Timeline and Submissions**

Complete applications must be received by the District no later than **December 21, 2015**. Anticipate a notice of application receipt within 2 business days of submission.

Direct pre-application meeting requests, submissions, and questions to:

Linda Mayer

(440)-253-2147

[mayerl@neorsd.org](mailto:mayerl@neorsd.org)

### **Awards**

Award selection and announcements are anticipated by April 2016.

Awards are contingent on funding availability. The District is under no obligation to fund any GIG request.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

**APPLICATION**

**Applicant Information**

Organization: \_\_\_\_\_

Name and Title of Executive Officer: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

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

Name and Title of Project Manager: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

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

**Project Information**

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

Address of Project: \_\_\_\_\_

\_\_\_\_\_

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

Parcel Numbers: \_\_\_\_\_

Watershed of Project: \_\_\_\_\_

Green Infrastructure SCM's Proposed: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Start Date: \_\_\_\_\_

Project End Date: \_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Grant Request: \_\_\_\_\_

**Green Infrastructure SCM's Data**

Square Footage of each SCM(s): \_\_\_\_\_

Total Drainage Acres Treated by each SCM(s): \_\_\_\_\_

\_\_\_\_\_

Pre-Construction Impervious Acres: \_\_\_\_\_

Post-Construction Impervious Acres: \_\_\_\_\_

Change in Impervious Acres: \_\_\_\_\_

Impervious Acres Draining to each SCM(s): \_\_\_\_\_

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

\*Pre-Construction – Average Annual  
Runoff (in) of Total Drainage Area  
Treated: \_\_\_\_\_

\*Post-Construction - Average Annual  
Runoff (in) of Total Drainage Area  
Treated: \_\_\_\_\_

Annual Runoff Reduction (g/yr.): \_\_\_\_\_  
(Runoff Reduction (in) / 12 x Treated Drainage Area (acre) x 325,851.433 = gal/yr.)

*\*Analysis using the US EPA Stormwater Calculator ver.1.1*  
<http://www2.epa.gov/water-research/national-stormwater-calculator>

**Project Description**

1) **Introduction** (100 word maximum)

Provide a brief introduction to the organization that would be delivering the proposed GIG project.

2) **Project Summary** (1000 word maximum)

Describe the GIG project. Include the following information:

- Objectives and Outcomes;
- Proposed design and installation;
- Drawings or figures of the site and GIG project;
- How the SCM will function;
- Other relevant project details; and,
- Current photos of the GIG project site.

If awarded, design documents must be submitted to the District for review, comment and approval prior to site work.

3) **Ability to Provide Long Term Maintenance** (400 word maximum)

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

- Who owns the land where the GIG project will be located? Does the applicant have site control?

## NORTHEAST OHIO REGIONAL SEWER DISTRICT

### 2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA

- What is the anticipated design life expectancy of the green infrastructure features for which GIG funding is requested?
  - Who is responsible to provide on-going maintenance for the design life of the project and how will maintenance be ensured?
  - Provide an anticipated list of routine maintenance tasks/activities, schedule, and estimated annual cost to ensure continued performance of the GIG project.
- 4) **Visibility and Public Outreach:** (300 word maximum)
- What audiences will be exposed specifically to the green infrastructure components of this project (neighbors, students, community groups, general public)?
  - Describe how these audiences will interact with the GIG project and include methods of exposure, frequency, and education components.
- 5) **Tasks and Deliverables**  
Submit a schedule of GIG project tasks and deliverables with start dates and end dates for the significant benchmarks with project completion date defined.
- 6) **Letters of Support**
- Applications must include one letter of support from the applicable councilperson.
  - Applications must include a letter of support from each non-municipal project partner named in the application. Please note this applies to non-municipal partners only. Please do not include letters of support from various municipal departments unless specifically required.
  - Applications proposing work on publically-owned property, including within the right-of-way, must include a letter of support from the applicable public office with control over the property. For the City of Cleveland, a GIG project in the right-of-way in the City of Cleveland must include a support letter from the Mayor's Office of Capital Projects.
  - Do not include any letters of support beyond those specified above. The Sewer District does not want extraneous letters of support.
- 7) **Budget Summary** (400 words maximum)  
The Budget Summary and Budget represent the green infrastructure components of the project exclusively. Include details on the provider for all in-kind services and/or materials including specific material cost and hourly rate. If there is a volunteer component, please identify the source of volunteers.



**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

If an engineer’s estimate is included with the application, indicate which line items are included in the GIG request.

**Green Infrastructure Project Budget**

<b>GIG Project Income</b>	<b>Anticipated (include date)</b>	<b>Committed as of 12/21/2015</b>	<b>Total</b>	<b>Line Item Description</b>
Northeast Ohio Regional Sewer District				
Foundations				
Government Grants or Contracts				
Organizational Budget (i.e.: individual contributions, fundraising events/products, membership/fees/earned income, endowed income)				
In-kind Support				
Other				
<b>TOTAL</b>	\$	\$	\$	
<b>GIG Project Expenses</b>	<b>Northeast Ohio Regional Sewer District Request</b>	<b>Other Funding</b>	<b>Total</b>	<b>Line Item Description</b>
Professional Services				
Labor				
Materials				
Equipment Rental				
Plants				
Other				
<b>TOTAL</b>	\$	\$	\$	

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

# **ATTACHMENT 1**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT  
2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

**SUB-GRANT AGREEMENT**

**BY AND BETWEEN**

**THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

\*\*\*\*\*

**THIS SUB-GRANT AGREEMENT** is made as of the \_\_\_\_ day of \_\_\_\_\_, 2015, 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. 84-15, adopted by the District’s Board of Trustees on April 2, 2015 (Exhibit “A”), and \*\*\*\*\* (the “Sub-Grantee”), **[INSERT ADDRESS]** a 501(3) non-profit organization of the State of Ohio.

**RECITALS:**

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

WHEREAS, the District has established a Green Infrastructure Grants (“GIG”) Program for the purpose of promoting the implementation of water resource projects through the construction of green infrastructure (“GI”) in the District’s combined sewer area to remove stormwater from the combined sewer system and reduce the release of combined sewage into the

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**  
**2016 GREEN INFRASTRUCTURE GRANT FOR THE**  
**COMBINED SEWER AREA**

environment; and

WHEREAS, the City of Cleveland (the “City”) applied for grant funds under the District’s GIG Program (the “Application”) for the construction of various GI projects within the City of Cleveland; and

WHEREAS, the District supports the implementation of the GI Projects within the City, which, according to the District, will collectively remove approximately 4 million gallons of stormwater annually from the combined sewer system; and

WHEREAS, pursuant to the City’s application and the agreement entered into between the City and the District (the “City of Cleveland Grant Agreement”), attached hereto as Exhibit “B,” the District has agreed to provide a GIG Program grant in the amount of One Million Five Hundred Ten Thousand Three Hundred Twenty-Seven Dollars (\$1,510,327.00) to perform various GI Projects located within the City of Cleveland; and

WHEREAS, under the Grant Agreement, the City reviewed various GI project proposals to be constructed by various non-profit entities, and recommended that the District enter into sub-grant agreements with the selected entities for the purpose of implementing the GI Projects (the “District’s Sub-Grants”); and

WHEREAS, the District has agreed to permit the implementation of the GI Projects through Sub-Grant agreements with various entities performing the GI Projects on the City’s behalf; and

WHEREAS, in response to the District’s Request for Grant Applications (Exhibit “C”) the Sub-Grantee has submitted an application for a GIG Program grant to perform the

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

\*\*\*\*\* Project (the “Sub-Grantee’s Project”), attached hereto as Exhibit “D”; and

WHEREAS, the District has determined that the Sub-Grantee’s Project will promote the purpose of the GIG 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 SUB-GRANT**

The District hereby agrees to provide a GIG Program Sub-Grant to the Sub-Grantee for the Sub-Grantee’s Project, on a reimbursement basis, in the amount of \_\_\_\_\_ (\$\_\_\_\_\_00):

- 1.1 Location. The Sub-Grantee’s Project must be performed within the District’s combined sewer service area as specifically described in the Sub-Grantee’s GIG Program application.
- 1.2 Green Infrastructure Design. The Sub-Grantee’s Project shall be designed and constructed using GI to remove stormwater from the combined sewer system.
- 1.3 Compliance with Title IV, the District’s Combined Sewer Code. The Sub-Grantee’s 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 Sub-Grantee’s project. The GIG program goal is to implement GI for stormwater management beyond the minimum requirements established by Title IV. Under no circumstance shall grant funds be used for compliance under Title IV of the District’s Code of Regulations.
- 1.4 Grant Funds. The GIG Program grant funds shall be provided by the District on a reimbursement basis, as detailed in Article 4, directly to the Sub-Grantee for Sub-Grantee Project costs, conditioned upon the District’s prior approval of the design and construction of the Sub-Grantee’s Project. District staff members, selected by the District, shall be a permanent part of the Sub-Grantee’s Project team dedicated to design review and construction inspection throughout the duration of the Sub-Grantee’s Project. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the Sub-Grantee and the District shall remain with the District.

# NORTHEAST OHIO REGIONAL SEWER DISTRICT

## 2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA

### **ARTICLE 2.**                    **DISTRICT'S OBLIGATIONS**

The District agrees to perform as follows:

- 2.1 Grant Administration. Provide oversight and final approval for project scope of work, schedules, changes, recordkeeping, reports, budgets, accounting, and any and all activities related to expenditure of grant funds in accordance with the terms and conditions of this Agreement and any Sub-Grant Agreements.
- 2.2 Technical Assistance. Provide technical review to the Sub-Grantees for design, specifications, construction, installation, monitoring, and development of operation and maintenance manuals for the Sub-Grantee's Project.
- 2.3 District Review. Provide timely review and comments to Sub-Grantee related to the design and construction documents at various stages and milestones of the Sub-Grantee's Project.
- 2.4 District Approvals. (i) Review and approve or disapprove in writing the components of the Sub-Grantee's Project; (ii) inspect and approve or disapprove in writing any and all components of the Sub-Grantee's Project to determine compliance with the plans and specifications of the Sub-Grantee's Project; and (iii) approve or disapprove in writing any changes to the Sub-Grantee's Project.
- 2.5 Project Schedule. The Sub-Grantee shall complete the project by                     , unless extended or revised pursuant to written approval of the District. Sub-Grantee's failure to meet the District-approved schedule may negatively impact Sub-Grantee's ability to receive future grant funding from the District.
- 2.6 Public Acknowledgment. Acknowledge the Sub-Grantee in presentations or publications related to the Sub-Grantee's Project.

### **ARTICLE 3.**                    **SUB-GRANTEE'S OBLIGATIONS**

The Sub-Grantee agrees as follows:

- 3.1 Notice of Project Commencement. Provide notification to the District at least 7 business days prior to the start of the Project construction.
- 3.2 Utilization of Grant Funds. Use 100% of the District's grant funds for activities and/or expenses related to the Sub-Grantee's Project, as approved by the District. These activities and expenses may include design, construction, materials, and signage specifically related to the Sub-Grantee's Project. Any other use of District-provided funding shall require prior written approval by the District. The

## NORTHEAST OHIO REGIONAL SEWER DISTRICT

### 2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA

Sub-Grantee shall obtain the prior written approval of the District prior to modifying any of the components of the Project.

- 3.3 Design and Construction of GI Measures. The Sub-Grantee shall install the Sub-Grantee's Project in accordance with the District-approved plans and drawings and provide on-site construction inspection and oversight. The Sub-Grantee shall coordinate with the District's representatives during all critical stages and milestones of the design and construction to allow sufficient time for the District to review and provide comments related to the design documents and inspect the construction work. The Sub-Grantee shall not advance the various stages and milestones without receiving written approval from the District. The Sub-Grantee shall submit all construction-related drawings and stormwater management reports to the District for review and approval prior to commencing construction of the Sub-Grantee's Project. Upon completion of the Project, the Sub-Grantee shall provide copies of as-built drawings of the Sub-Grantee's Project to the District.
- 3.4 Operation and Maintenance. Once constructed, the Sub-Grantee shall remain responsible for the operation and maintenance of the Sub-Grantee's Project for the design life expectancy of the Sub-Grantee's Project, as determined by the District. The Sub-Grantee shall permit the District to provide technical review of the operation and maintenance manual developed for the Sub-Grantee Project prior to completion of construction. An annual operation and maintenance inspection report for the Sub-Grantee's Project shall be submitted to the District annually by [REDACTED] following completion of construction for the design life expectancy of the project, as determined by the District.
- 3.5 Inspection of Sub-Grantee's Project. The Sub-Grantee shall permit the District to periodically inspect the Sub-Grantee's Project for the life of the completed project. If the District determines the Sub-Grantee's Project is not being properly maintained, the District shall notify the Sub-Grantee of such in writing. The Sub-Grantee shall provide the District with a plan to address maintenance issues within 14 days of receipt of the District's written notice.
- 3.6 Educational Signage. The Sub-Grantee shall coordinate the educational signage content and placement with the District, utilizing the District's guidelines and template, and ensure that the educational signage is installed within 15 days of the Sub-Grantee's Project installation. The initial installation of the educational signage shall be included as an allowable expense under the grant funding. The Sub-Grantee shall maintain the signage at Sub-Grantee's cost so long as the Sub-Grantee's Project is in place. The Sub-Grantee shall acknowledge the participation of the City, upon the City's prior approval, and the District in the signage content.

## **NORTHEAST OHIO REGIONAL SEWER DISTRICT**

### **2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA**

- 3.7 Access to Sub-Grantee's Project Sites. The Sub-Grantee shall provide the District reasonable access to the Sub-Grantee's Project site for inspection of the Sub-Grantee's Project. The Sub-Grantee shall immediately notify the District of any changes or termination of Sub-Grantee's access rights in the Project site. In the event that Sub-Grantee is required to vacate the premises on which the Project is located, Sub-Grantee shall provide the District with a plan for relocation of the Project if the Project is of a nature that relocation is possible. In the event that relocation is not possible, at the District's sole discretion, this Agreement may be assigned to a successor owner or occupier of Sub-Grantee's 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 under this Agreement. Failure to comply with this provision shall be considered a default under this Sub-Grant Agreement, pursuant to Article 7 herein.
- 3.8 Public Acknowledgment. Acknowledge the District and the Sub-Grantees in presentations or publications related to the Sub-Grantee's Project.

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

- 4.1 The District shall reimburse the Sub-Grantee for eligible Sub-Grantee Project expenses based upon paid invoices, prepared and submitted by the Sub-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 Reimbursement Policy, attached hereto as Exhibit "E."

#### **ARTICLE 5.                    MISCELLANEOUS**

- 5.1 Limit of Commitment. This award is made with the understanding that neither the District nor the City has any obligation to provide other or additional support, including maintenance of the Sub-Grantee's Project. This award does not represent any commitment to, or expectation of, future support, including maintenance of the Sub-Grantee's Projects, from the District or the City.
- 5.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the City, the District, or any Sub-Grantee, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 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 Sub-Grantee's Project, as determined by the District.



## **NORTHEAST OHIO REGIONAL SEWER DISTRICT**

### **2016 GREEN INFRASTRUCTURE GRANT FOR THE COMBINED SEWER AREA**

- 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. Sub-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.
- 5.9 Merger Clause. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.

#### **ARTICLE 6.                  RELEASE OF LIABILITY**

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

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

- 7.1 Failure of the Sub-Grantee to meet any of the requirements contained in this Sub-Grant Agreement may result in termination of the Sub-Grant Agreement and reimbursement of the disbursed funds by the Sub-Grantee to the District.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

**ARTICLE 8.                  NOTICES**

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

**DISTRICT**

Linda Mayer or Successor  
Environmental Education Specialist  
3900 Euclid Avenue  
Cleveland, OH 44115  
[mayerl@neorsd.org](mailto:mayerl@neorsd.org)

**SUB-GRANTEE**

*Insert Contact Name*

*Insert Contact Address*

*Insert Contact Email*

**ARTICLE 9.                  EXHIBITS**

- Exhibit A - District Resolution No. 84-15
- Exhibit B - City of Cleveland Grant Agreement
- Exhibit C - District Request for Grant Application
- Exhibit D - Sub-Grantee's Grant Application
- Exhibit E - GI Grant Program Reimbursement Policy

**NORTHEAST OHIO REGIONAL SEWER DISTRICT  
2016 GREEN INFRASTRUCTURE GRANT FOR THE  
COMBINED SEWER AREA**

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

**NORTHEAST OHIO REGIONAL SEWER  
DISTRICT**

BY: \_\_\_\_\_  
Julius Ciaccia  
Chief Executive Officer

AND

BY: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

\*\*\*\*\*

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

This Instrument Prepared By:  
[Katarina K. Waag or Josh Levin]  
Assistant General Counsel  
Northeast Ohio Regional Sewer District