



**2023 NORTHEAST OHIO REGIONAL SEWER DISTRICT
GREEN INFRASTRUCTURE GRANTS
FOR THE COMBINED SEWER AREA**

Request for Proposals July 1, 2022

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. The Green Infrastructure Grant (GIG) for the Combined Sewer Area Program (Program) focus is the funding of green infrastructure projects to remove stormwater runoff from the combined sewer collection system within the District's combined sewer service area. Green infrastructure refers to stormwater source control measures, or water resource projects, that store, filter, infiltrate, or evapotranspire stormwater runoff to increase resiliency of infrastructure by reducing stress on wet-weather drainage and collection systems, thereby supporting healthy environments and strong communities.

The GIG Program is open to member communities, governmental entities, non-profit 501(c)(3) organizations, or businesses working in partnership with their community in the combined sewer area interested in implementing water resource projects that remove stormwater runoff from the combined sewer system and in ensuring the long-term maintenance of the green infrastructure practices.

Design-Only Projects

Projects may be awarded a total amount not to exceed \$25,000 for the GI components design portion of a project. Eligible reimbursement costs include the design of GI components through revisions completed at the request of the District.

Applications requesting funds greater than the not-to-exceed limit request of \$25,000 may be considered if exceptional stormwater reduction is designed, in the Sewer District's sole discretion.

Design and Construction Projects (hereinafter referred to as "Construction")

Projects may be awarded a total amount not to exceed \$250,000. Eligible reimbursement costs include:

- GI Component Design Costs (unless grant request is only for construction)
- GI Component Construction Costs
- GI Component Signage Costs
- GI Component First-Year Maintenance Costs

Applications requesting funds greater than the not-to-exceed limit request of \$250,000 may be considered if exceptional stormwater reduction is achieved, in the Sewer District's sole discretion.

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 (refer to the map at the following link):
<http://neorsd.maps.arcgis.com/apps/webappviewer/index.html?id=cec847169f1f4690b6052231157f6206>
- Project's existing stormwater drainage system (pre-development) must be tributary to the combined sewer system. Note: parcels within the combined sewer service area where only the sanitary sewer is directly tributary to the combined sewer and 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.
- Applicant must represent a Sewer District member community, governmental entity, or a non-profit 501(c)(3) organization. A privately-owned business may also be eligible, provided one of the previously referenced parties works in partnership and serves as the applicant.
- Applicant must be able to demonstrate permanent control of the GIG Program project site. For projects situated on a privately-owned property, either the owner or the applicant can assume long-term maintenance responsibilities. However, in the event the property owner fails to do so, maintenance responsibilities will default to the applicant.
- Applicant and the property associated with the proposed GIG Program project must be current and in good standing with all Sewer District bills.
- Project must demonstrate on-site stormwater control measures

using green infrastructure.

- The GIG Program project must quantifiably reduce the stormwater runoff volume to the combined sewer system.

- Applicants are subject to the requirements of Title IV of the Sewer District’s Sewer Use Codes (see link below) and as outlined in the *Submittal Requirements for Connections to the Combined Sewer System*. GIG Program funding cannot be used for compliance with Title IV requirements. Projects subject to Title 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.

https://www.neorsd.org/I_Library.php?SOURCE=library/Code%20of%20Regulations%20-%20Title%20IV%20Combined%20Sewer%20Code.pdf&a=download_file&LIBRARY_RECORD_ID=854

For projects proposing to remove stormwater from the combined system and, alternatively, convey it to the environment (i.e., offloading), SCMs required by local and state reviewing agencies are eligible for GIG Program funding, provided the applicant meets all other eligibility requirements of GIG Program.

For more information on the plan review process associated with Title IV Submittal Requirements for Connections to the Combined Sewer Systems refer to https://www.neorsd.org/I_Library.php?SOURCE=library/NEORSD_SubmittalRequirements_09-09-2014.pdf&a=download_file&LIBRARY_RECORD_ID=6870 or contact: Jeffrey Jowett, Community Discharge Permit Program Manager, jowettj@neorsd.org or (216) 881-6600.

For Construction Projects only: In addition to the cost proposal breakdown for Title IV requirements as detailed above, GIG Program proposals that include parking lot rehabilitation must include the estimated cost of a complete resurfacing of the subject parking lot without stormwater control measures, as well as the total estimated cost of rehabilitating the parking lot with the inclusion of GI design features. Only those project costs that exceed the estimated resurfacing costs (without GI design features) are eligible for GIG Program funding.

For Design-Only Projects, design must be approved (a.k.a. “No Objection”) by the District by November 30, 2023. For Construction Projects, construction must be completed by November 30, 2023. If it is anticipated that the proposed GIG Program project will extend past the respective deadline, please contact the Sewer District to discuss before submitting an application.

NOTE: For all projects, when infiltrating SCMs are proposed to meet and/or exceed Title IV post-development discharge requirements, they must be 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/divisions-and-offices/surface-water/guides-manuals/rainwater-and-land-development?msclkid=cb5f60f4b48d11ec8b5ece1ef5e16d3c> (refer to New

Provisional Practices, Infiltration Testing for Stormwater Practice Design)

- 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.

Grant Requirements

The applicant must have the ability to fulfill all the terms and obligations required in the Green Infrastructure Grant Program Agreement, see Attachment 1 for Design-Only and Attachment 2 for Construction (changes to a final agreement are at the Sewer District's sole discretion).

Agreements are not subject to substantive changes. An applicant's legal counsel should review the Green Infrastructure Grant Program Agreement prior to submission to ensure the applicant's ability to enter into said agreement terms.

Terms of Grant Funding

The GIG Program is a reimbursement grant program and reimbursement payments will be made only on GI component specific project invoices as referenced in the approved project budget. If the GIG Program project for which an applicant is 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 Program project. Grant funding may include the following:

- For all projects: Professional Services such as design and engineering costs, structural analysis, and soil testing costs, if required, to determine suitability of GI components of the project.
- For Construction projects: Construction costs such as labor, materials, plants, and equipment rental required to implement the GI components of the project.
- For Construction projects: First-year maintenance costs such as labor, materials, plants, and equipment rental associated with the GI components of the project. A detailed breakdown of estimated first-year maintenance costs associated with the GI components of the project is required.

The District will not reimburse any costs that were incurred prior to January 1, 2023.

The Sewer District's current reimbursement policy for the GIG Program can be reviewed at https://www.neorsd.org/I_Library.php?a=download_file&LIBRARY_RECORD_ID=6530

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 (i.e., Construction projects) or public education and outreach efforts related to the project.

Permanent educational signage is required as part of all construction projects and must be approved by the Sewer District. The Sewer District will be responsible for providing the minimum criteria for signage associated with applicable GI practice(s). The fabrication, installation, maintenance, and replacement (if necessary) of the sign will be the responsibility of the awarded applicant for the design life expectancy of the project. The initial cost to design, fabricate and install permanent signage is an eligible expense that can be included within your grant request.

The Sewer District shall be acknowledged on any public advertisement or outreach efforts related to the project.

Evaluation

Sewer District staff will evaluate all eligible requests for GIG Program funding based on the criteria set forth in this section. Design-Only Project proposals are expected to present a developed concept plan that, upon a successful application, would be ready to move forward into a detailed design. It is not the intent of the GIG Program to utilize this funding to develop the initial concept design. Design-Only Projects will be evaluated separately from Design-Construction Projects; however, Design-Only Project applicants must respond to these criteria to the best of their ability with the understanding that actual construction of the project will not occur as part of their request:

1) Expected Benefits of the Project (30 points)

Anticipated volume of stormwater runoff 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, design plans, maps, and/or stormwater calculations. For Construction Projects only, the anticipated construction completion date will also be evaluated as part of the scoring.

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

The Sewer District will determine the design life expectancy of the GI components. The entity providing maintenance must be identified and possess a clear financial and operational ability to maintain the project through the design life expectancy of the GI components. The project is also required to include a long-term operation and maintenance plan that is specific to the proposed GI components.

4) Visibility and Additional Community Benefits (20 points)

The project furthers public understanding of the value of green infrastructure to treat or remove stormwater runoff from the combined sewer system.

The project provides additional community benefits and helps to address community needs and goals. Additional community benefits may include, but are not limited to:

- mitigating environmental justice disparities
- improving public health or safety
- mitigating urban heat island effect
- providing access to green space
- improving urban tree canopy
- programming to increase social cohesion
- improving community mobility and access to adjacent amenities or transit
- ecosystem improvements

5) For Construction Projects Only – Design Complete (10 extra points)

An additional ten extra points will be added to the overall project score if a complete design is submitted with the services of a professional engineer. Projects that intend to meet and/or exceed Title IV post-development discharge requirements via infiltrating SCMs will only be considered complete when the design of these SCMs are supported by applicable, on-site, subgrade infiltration testing (see Eligibility Requirements).

Note: Although the District may acknowledge the submittal of a complete design, the design and all supporting calculations must still be submitted, reviewed and approved by the District, as detailed in the contract agreement. The only exception to this is for Design-Only Projects that were approved as part of a prior GIG Program grant. For proposed construction projects funded by a previously awarded Design-Only NEORSD GI Grant to be eligible for the ten additional points, a design approved by the District must be submitted at the time of the subsequent construction grant application. Proposed stormwater control measures that are funded by the GIG Program must be designed using approved methods from either of the following sources:

- Ohio Rainwater and Land Development Manual, which may be found at <https://epa.ohio.gov/divisions-and-offices/surface-water/guides-manuals/rainwater-and-land-development?msclkid=cb5f60f4b48d11ec8b5ece1ef5e16d3c>
- Other state stormwater management manuals as recognized by the District (contact the District early in the design)
- The District reserves the right to consider designs that deviate from current standards on a case-by-case basis.

GIG Pre-proposal Workshop

On **June 24, 2022**, the Sewer District will be conducting a Workshop to review the GIG Program and process. Potential applicants are strongly encouraged to participate. The workshop will be recorded and a link to the District’s website to review the recording and the PowerPoint slide deck is available here:

<https://www.neorsd.org/stormwater-2/green-infrastructure-grant-program/>

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 July 25 – August 5, 2022. Please contact Jessica Cotton, Grant Programs Administrator, to schedule. See below for additional information.

Note – Applicants must schedule these meetings; walk-ins cannot be accommodated.

Application

The 2023 GIG Program application portal is accessed through the following link:

https://www.grantrequest.com/SID_5833?SA=SNA&FID=35014

Timeline and Submissions

The Sewer District must receive complete applications no later than **September 12, 2022**. Anticipate an email notice of application receipt within 24 hours of submission.

Pre-application meeting requests, application, and program questions should be directed to Jessica S. Cotton, GISP, GIP, Grant Programs Administrator, Watershed Programs at (216) 881-6600 Ext. 6458, or CottonJ@neorsd.org.

Awards

Award selection and announcements are anticipated to be released in November 2023.

Awards are contingent on funding availability and approval by the Sewer District's Board of Trustees. The Sewer District is under no obligation to fund any GIG Program request.

Stormwater Fee Credits

Upon completion of construction of a GI Grants Program project, the applicant is encouraged to apply for a stormwater fee credit. The applicant would only need to submit the General Application (Appendix A) found in the NEORSD Stormwater Fee Credit Policy Manual. All additional documentation that is typically required to be submitted as part of a complete credit application (i.e., site stormwater utility plan/drainage area maps, inspection and maintenance plan/agreement, and stormwater management plan with design calculations) will have previously been provided as part of the review and approval process of the design plans.

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Attachment 1

Contractual Agreement

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**GREEN INFRASTRUCTURE GRANT PROGRAM
AGREEMENT BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER
DISTRICT AND**

**THIS GREEN INFRASTRUCTURE GRANT PROGRAM
AGREEMENT
DESIGN-ONLY PROJECT**

(“Agreement”) is made as of the 1st day of January 2023 (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 _____ (Exhibit “A”), and **** (“Grantee”), a [501(C)(3) non-profit organization / corporation / political subdivision] of the State of Ohio.

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 Grants (“GIG”) in the Combined Sewer Area Program (“GIG Program”) for the purpose of promoting the implementation of water resource projects through the design and construction of green

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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 environment; and

WHEREAS, in response to the District’s Request for Grant Applications (Exhibit “B”), the Grantee applied for grant funds (the “Application” and attached hereto as Exhibit “C”) for the design of the *** project (the “Grantee Project” or “Project”); and

WHEREAS, the Grantee Project will be designed to remove approximately *** gallons of stormwater annually from the combined sewer system; and

WHEREAS, the Grantee has committed that, within two (2) District GIG Program funding cycles after execution of this Agreement, Grantee shall submit an additional grant application in response to a future District Request for Grant Applications to apply for grant funds to complete the construction portion of the Project, as more fully described herein; and

WHEREAS, the District has determined that the 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:

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ARTICLE 1. **DISTRICT GRANT**

- 1.1 The District hereby agrees to provide a GIG Program grant to the Grantee for the design of the Project on a reimbursement basis, in a total amount not-to-exceed *** Dollars (\$***.00).

- 1.2 Location. The Grantee Project must be located 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 Grantee Project shall be designed 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 Grantee Project shall be designed 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 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 Title IV compliance.

- 1.5 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 Grantee for Grantee Project design costs. District staff members, selected by the District, shall be a permanent part of the Grantee Project team dedicated to design review throughout the duration of the Project. 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 not reimburse Grantee for any Project costs incurred prior to January 1, 2023.

- 1.6 Mandatory Green Infrastructure Operation and Maintenance Workshop. Prior to the first submittal of the design documents for the Project, Grantee’s representative(s) shall 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 will be held:

[redacted] *April 7, 2023* [redacted] *at the Watershed Stewardship Center
at West Creek, 2277 Ridgewood Drive, Parma, OH 44134.*

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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.

- 2.2 Technical Assistance. Provide technical review to the Grantee for design, specifications, and development of operation and maintenance manuals for the Grantee Project.

- 2.3 District Review. Provide timely review and comments to the Grantee related to the design documents at various stages and milestones of the Grantee Project.

- 2.4 District Approvals. (i) Review and approve or disapprove in writing the components of the Grantee Project, including the Grantee’s maintenance plan; and (ii) approve or disapprove in writing any changes to the Grantee Project.

- 2.5 Public Acknowledgment. Acknowledge the Grantee, in presentations or publications related to the Grantee Project.

ARTICLE 3. **GRANTEE’S OBLIGATIONS**

The Grantee agrees as follows:

- 3.1 Utilization of Grant Funds. Use 100% of the District’s grant funds for activities and/or expenses related to the design of the GI components of the Grantee Project, as approved by the District. These activities and expenses may include design specifically related to the GI components of the Grantee Project. Any other use of District-provided funding shall require prior written approval by the District. The Grantee shall obtain the prior written approval of the District prior to modifying any of the GI components of the Project.

- 3.2 Design and Construction of GI Measures.
 - Design: 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

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ensure infiltrating SCMs proposed 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)
 - 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, within two (2) District GIG Program cycles after the Effective Date of this Agreement, submit an additional grant application, in response to a future District Request for Grant Applications, to apply for grant funds to complete the construction portion of the Project. Failure by Grantee to submit such application as specified above shall be a material breach of this Agreement. In the event of such breach, Grantee shall reimburse the District the full amount of all District grant funds paid to Grantee under this Agreement. 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.

33 Project Schedule. The Grantee shall complete and obtain District approval of the design of the Project by _____ 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 project design must be submitted no later than December 31, 2023.

34 Complete and submit quarterly progress report - as follows:

- 1) First Request shall be due April 30, 2023 for work completed January 1, 2023 through March 31, 2023;
- 2) Second Request shall be due July 31, 2023 for work completed April 1, 2023 through June 30, 2023;
- 3) Third Request shall be due October 31, 2023 for work completed July 1, 2023 through September 30, 2023;
- 4) Fourth Request shall be due December 31, 2023 for work completed October 1, 2023 through November 30, 2023.

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

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The Grantee agrees to meet with District staff, as requested, to review GIG Program Project progress and to use the reimbursement request and progress report form provided by the District and available at: <https://www.neorsd.org/stormwater-2/green-infrastructure-grant-program/>

- 3.5 Operation and Maintenance. The Grantee shall permit the District to provide technical review of the operation and maintenance manual developed as part of the design for the Grantee Project. Once constructed, the Grantee shall remain responsible for the operation and maintenance of the Grantee Project for the design life expectancy of the Project, as determined by the District. The District shall reimburse Grantee for First-Year Maintenance activities that have been approved by the District. An annual operation and maintenance inspection report for the Grantee Project shall be submitted to the District annually by June 1st following completion of construction for the design life expectancy of the Project, as determined by the District.
- 3.6 Access to the Grantee Project Sites. The Grantee shall provide the District reasonable access to the Grantee Project site for the design life expectancy of the project as necessary for inspection of the Grantee Project. The Grantee agrees to immediately notify the District of any changes to, or termination of the Grantee's access rights in the Project site. In the event that 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 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 the Project site only in accordance with Article 5.7 of this Agreement or the District

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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.

3.7 Prohibition on Transfer of Project Property. Once designed, the Grantee shall not transfer ownership, maintenance or operational control of the Project or the real property wherein the Project is located, during the 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, as determined by the District, 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.

3.8 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Grantee Project.

ARTICLE 4. REIMBURSEMENT OF GRANT FUNDS AND INVOICING

4.1 The District shall reimburse the Grantee for eligible Project design expenses 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 in the Combined Sewer Area Program Reimbursement Policy, attached hereto as Exhibit "D."

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 or funding beyond that identified in this Agreement, nor does this award represent any commitment to, or expectation of, future support or funding from the District for this or any other project of the Grantee.

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- 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.
- 5.3 Term. The term of this Agreement shall begin as of the date first above written and shall be in effect through satisfaction of all obligations contained herein.
- 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.
- 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 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,

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maintenance, and inspection of the Project; (iii) any defective performance of the Project by the Grantee and/or its 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 of the Grantee to meet any of the material requirements contained in this Agreement may result in termination of this Agreement and reimbursement of the disbursed funds by the Grantee to the District. The Agreement may be terminated only after the District has notified Grantee of the default and Grantee failing to cure such default within thirty (30) calendar days.

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, GISP, GIP
Grant Programs Administrator
NEORSD

3900 Euclid Avenue
Cleveland, OH 44115
cottonj@neorsd.org

GRANTEE

ARTICLE 9. **EXHIBITS**

- | | |
|-----------|---|
| Exhibit A | District Resolution |
| Exhibit B | District Request for Grant |
| Exhibit C | Grantee Grant Application |
| Exhibit D | GIG in the Combined Sewer Area Program Reimbursement Policy |

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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

BY: _____

This Instrument Prepared By:

Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

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CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

FOR

2023 GREEN INFRASTRUCTURE GRANT
PROGRAM AGREEMENT
(DESIGN-ONLY):

Total Approximate Cost: \$***.00

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

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GREEN INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

THIS GREEN INFRASTRUCTURE GRANT PROGRAM AGREEMENT

(“Agreement”) is made as of the 1st day of January, 2023 (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 _____ (Exhibit “A”), and **** (“Grantee”), a [501(C)(3) non-profit organization / corporation / political subdivision] of the State of Ohio.

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 Grants (“GIG”) in the Combined Sewer Area Program (“GIG Program”) for the purpose of promoting the implementation of water resource projects through the construction of green infrastructure (“GI”)

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in the 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 Grant Applications (Exhibit “B”), the Grantee applied for grant funds (the “Application” and attached hereto as Exhibit “C”) for the construction of the *** project (the “Grantee Project” or “Project”); and

WHEREAS, the Grantee 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 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 GRANT**

1.1 The District hereby agrees to provide a GIG Program grant to the Grantee for the design and construction of the Project, including the first-year of Project maintenance (“First-Year Maintenance”), on a reimbursement basis, in a total amount not-to-exceed *** Dollars (\$***.00), as follows:

- Project Design and Construction (Not-to Exceed) \$***.00
- First-Year Maintenance (Not-to-Exceed) \$***.00
- Total Project Not-to-Exceed Amount \$***.00

1.2 Location. The Grantee Project must be performed within the District’s combined sewer service area and in the area set forth in the Grantee’s Application.

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- 1.3 Green Infrastructure Design. The Grantee Project shall be designed and constructed utilizing green infrastructure (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 Grantee 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 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 Title IV compliance.
- 1.5 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 Grantee for Grantee Project design and construction costs and First-Year Maintenance costs, conditioned upon the District’s prior approval of the design and construction of the Grantee Project. District staff members, selected by the District, shall be a permanent part of the Grantee Project team dedicated to design review and construction inspection throughout the duration of the Project. 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.
- 1.6 Mandatory Green Infrastructure Operation and Maintenance Workshop. Prior to construction of the Project, Grantee’s representative(s) shall 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 will be held:

April 1, 2023 at the Watershed Stewardship Center at West
Creek, 2277 Ridgewood Drive, Parma, OH 44134.

ARTICLE 2. DISTRICT’S OBLIGATIONS

The District agrees to perform as follows:

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- 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.
- 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 Grantee 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 Grantee Project.
- 2.4 District Approvals. (i) Review and approve or disapprove in writing the components of the Grantee Project, including the Grantee's maintenance plan; (ii) inspect and approve or disapprove in writing any and all components of the Grantee Project to determine compliance with the plans and specifications of the Grantee Project; and (iii) approve or disapprove in writing any changes to the Grantee Project.
- 2.5 Public Acknowledgment. Acknowledge the Grantee, in presentations or publications related to the Grantee Project.

ARTICLE 3. **GRANTEE'S OBLIGATIONS**

The Grantee agrees as follows:

- 3.1 Notice of Project Commencement. Provide notification to the District at least seven (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 green infrastructure components of the Grantee Project and First-Year Maintenance costs, as approved by the District. These activities and expenses may include design, construction, materials, and signage specifically related to the green infrastructure components of the Grantee Project. Any other use of District-provided funding shall require prior written approval by the District. The Grantee shall obtain the prior written approval of the District prior to modifying any of the green infrastructure components of the Project.

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- 3.3 Design and Construction of GI Measures. The Grantee shall install the Grantee 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 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 Grantee shall submit all construction-related drawings and stormwater management reports to the District for review and approval prior to commencing construction of the Grantee Project. Upon completion of the Project, the Grantee shall provide copies of as-built drawings of the Grantee Project to the District.
- 3.4 Project Schedule. The Grantee shall complete the project by _____ 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 project design and construction must be submitted no later than December 31, 2021. 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 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.
- 3.5 Complete and submit quarterly progress report - as follows:
- 1) First Request shall be due April 30, 2023, for work completed January 1, 2023, through March 31, 2023.
 - 2) Second Request shall be due July 31, 2023, for work completed April 1, 2023, through June 30, 2023.
 - 3) Third Request shall be due October 30, 2023, for work completed July 1, 2023, through September 30, 2023.
 - 4) Fourth Request shall be due December 31, 2023, for work completed October 1, 2023, through November 30, 2023.

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

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The Grantee agrees to meet with District staff, as requested, to review GIG Program Project progress and to use the reimbursement request and progress report form provided by the District and available at: <https://www.neorsd.org/stormwater-2/green-infrastructure-grant-program/>

- 3.6 Operation and Maintenance. Once constructed, the Grantee shall remain responsible for the operation and maintenance of the Grantee Project for the design life expectancy of the Project, as determined by the District. The District shall reimburse 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 review of the operation and maintenance manual developed for the Grantee Project prior to completion of construction. An annual operation and maintenance inspection report for the Grantee Project shall be submitted to the District annually by June 1st following completion of construction for the design life expectancy of the Project, as determined by the District.
- 3.7 Inspection of Grantee Project. The Grantee shall permit the District to periodically inspect the Grantee Project for the design life expectancy of the completed project. If the District determines the Grantee 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.
- 3.8 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 the completion of the Project. The fabrication, installation, maintenance, and replacement (if necessary) of the sign will be the responsibility of the Grantee for the design life expectancy of the Project.
- 3.9 Access to the Grantee Project Sites. The Grantee shall provide the District reasonable access to the Grantee Project site for the design life expectancy of the project as necessary for inspection of the Grantee Project. The Grantee agrees to immediately notify the District of any changes to or termination of the Grantee's access rights in the Project site. In the event that 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 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 the Project site only in accordance with Article 5.7 of this Agreement or the District

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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.

- 3.10 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 retain 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, as determined by the District, 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.
- 3.11 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.
- 3.12 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Grantee Project.

ARTICLE 4.

REIMBURSEMENT OF GRANT FUNDS AND INVOICING

- 4.1 The District shall reimburse the Grantee for eligible Project design, construction and First-Year Maintenance expenses 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

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Infrastructure Grant in the Combined Sewer Area Program Reimbursement Policy,
attached hereto as Exhibit “D.”

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 Grantee Project, nor does this award represent any commitment to, or expectation of, future support, including maintenance of the Grantee 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.

- 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.

- 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.

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- 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 AND INDEMNIFICATION**

- 6.1 The Grantee hereby release and indemnify the District from all liability related to the performance of the Project and the grant payments provided by the District hereunder. The Grantee further release and indemnify 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 of the Grantee to meet any of the material requirements contained in this Agreement may result in termination of this Agreement and reimbursement of the disbursed funds by the Grantee to the District. The Agreement may be terminated only after the District has notified Grantee of the default and Grantee have failed to cure such default within thirty (30) days.

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, GISP, GIP
Grant Programs Administrator
3900 Euclid Avenue
Cleveland, OH 44115
cottonj@neorsd.org

GRANTEE

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ARTICLE 9. **EXHIBITS**

- Exhibit A - District Resolution
- Exhibit B - District Request for Grant Applications
- Exhibit C - Grantee Grant Application
- Exhibit D - GIG in the Combined Sewer Area Program Reimbursement Policy

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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

By: _____

This Instrument Prepared By:

Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

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CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

FOR

2023 GREEN INFRASTRUCTURE GRANT
PROGRAM AGREEMENT:

Total Approximate Cost: \$***.00

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

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.

CHIEF FINANCIAL OFFICER

Date