



**NORTHEAST OHIO REGIONAL SEWER DISTRICT
2024 GREEN INFRASTRUCTURE GRANT
PROGRAM FOR THE COMBINED SEWER AREA**

**Request for Proposals
June 23, 2023**

Introduction

The Northeast Ohio Regional Sewer District (the “District”) supports the strategic implementation and long-term maintenance of green infrastructure that protects, preserves, enhances, and restores natural hydrologic function. To further this goal, the District established the Green Infrastructure Grant Program for the Combined Sewer Area (the “Program”) to fund green infrastructure projects that remove stormwater runoff from the combined sewer collection system within the District’s combined sewer service area. Green infrastructure (GI) 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 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, who are interested in implementing water resource projects that remove stormwater runoff from the combined sewer system, and who are willing to ensure the long-term maintenance of the green infrastructure practices.

Eligible Projects

Types of projects that will be considered for award:

- Design-Only Projects – Award not to exceed \$30,000
- Design and/or Construction Projects (“Construction”) – Award not to exceed \$300,000

Eligibility Requirements

To be considered for funding under the Program, proposals must meet the minimum conditions described herein:

- Projects must be located in the District’s combined sewer area (refer to the map at the following link [here](#)):
- Projects 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 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 applicant must represent a 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 with the applicant and provides a letter of support.
- At the time the application is submitted, the applicant must demonstrate permanent control of the entire project site to be able to provide maintenance of the GI improvements during their design life. Where the entity that provides maintenance is not the owner of the property on which the project is situated, please provide any maintenance agreements with the owner and/or any agreements that allow long-term access to the property.
- To ensure that the GI project will be maintained during its design life, 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. To this end, the District requires the property owner to execute the Green Infrastructure Grant Program Agreement (the “Agreement”).
- The applicant and the property associated with the GI project must be current and in good standing with all District bills.
- The GI project must demonstrate on-site stormwater control measures using green infrastructure.
- The GI project must quantifiably reduce the stormwater runoff volume to the combined sewer system.

- 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*. 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 Program funding. Refer to Title IV [here](#).

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 or (216) 881-6600.

- For projects proposing to remove stormwater from the combined system and, alternatively, convey it to the environment (i.e., offloading), stormwater control measures required by local and state reviewing agencies are eligible for Program funding, provided the applicant meets all other eligibility requirements of the Program.
- For Construction projects only: In addition to the cost proposal breakdown for Title IV requirements as detailed above, proposals that include the resurfacing of an existing parking lot caused by the need to re-grade it or excavate beneath it, or because it will be converted to a permeable surface, must provide 2 cost estimates:
 - A. Estimated cost to resurface the existing lot (i.e., mill & fill with no-regrading), including related appurtenances (e.g., bumpers, striping, etc.).
 - B. Estimated cost to rehabilitate the lot with the inclusion of proposed GI stormwater control measures, including re-grading and related appurtenances (e.g., bumpers, striping, etc.).

The maximum request for expenses related to parking lot rehabilitation cannot exceed an amount calculated as estimate B less estimate A. The Program funds cannot be used for any parking lot rehabilitation expenses unless they are necessary for the GI stormwater control measures to properly function. Furthermore, the Program funds can cover any expenses related to the expansion of new parking areas, provided that the expanded areas are treated

by one or more of the Project's GI stormwater control measures.

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](#)).

Proposed stormwater control measures that are funded by the Program funds must be designed using approved methods from either of the following sources:

- Ohio Rainwater and Land Development Manual, which may be found [here](#).
- For other types of GI SCMs not found within the Ohio Rainwater Manual, 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.

Terms of Green Infrastructure Grant Program

The applicant must have the ability to fulfill all the terms and obligations required in the Agreement; see attachment. The District reserves the right to revise the final Agreement.

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, 2024. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support the reimbursement request. Refer to the District's GIG Policy, Process, and Procedures document for additional information on reimbursement.

Costs associated with services provided by third parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing, and inspection, and/or other direct costs as approved by the District, are eligible for grant funding. Indirect cost allocations are not eligible for grant funding.

Program funding cannot be used to pay for the costs to reinforce the structural

integrity of a roof in support of green roof systems.

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. NOTE: Up to \$500 of first-year maintenance funding can be allocated for the purchase of maintenance-related equipment, subject to District approval prior to purchase for reimbursement.

Projects are to be completed no later than November 30, 2024.

Public Outreach and Education

Permanent educational signage is required as part of all construction projects and must be approved by the District. The District will be responsible for providing the minimum criteria for signage associated with applicable GI stormwater control measures. 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 District shall be acknowledged on any public advertisement or outreach efforts related to the project - [here](#).

Project Evaluation

The District will review and prioritize proposed projects for available funding based on the following criteria:

Expected Benefits of the Project

Design-Only (29 Points - *Denotes this Evaluation Criteria is not considered)

Design and/or Construction (35 Points)

Category	Evaluation Criteria	Maximum Points																																																
<p>Percentage Volume Removed</p>	<p>Projects will be evaluated based on the amount of stormwater runoff they are able to remove from the combined sewer system (measured as the percentage captured). For projects that do not need to comply with the District’s Title IV requirements, this will be based on the runoff differences between existing conditions and proposed conditions with Green Infrastructure Stormwater Control Measures (GI SCMs). For projects that must first comply with the District’s Title IV, this will be based on the runoff differences between proposed conditions without GI SCMs and proposed conditions with GI SCMs. The estimates must be determined using the USEPA Stormwater Calculator Model.</p> <table border="1" data-bbox="407 873 1349 1199"> <thead> <tr> <th>%</th> <th>Points</th> <th>%</th> <th>Points</th> <th>%</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>≥90</td> <td>20</td> <td>≥62</td> <td>13</td> <td>≥34</td> <td>6</td> </tr> <tr> <td>≥86</td> <td>19</td> <td>≥58</td> <td>12</td> <td>≥30</td> <td>5</td> </tr> <tr> <td>≥82</td> <td>18</td> <td>≥54</td> <td>11</td> <td>≥26</td> <td>4</td> </tr> <tr> <td>≥78</td> <td>17</td> <td>≥50</td> <td>10</td> <td>≥22</td> <td>3</td> </tr> <tr> <td>≥74</td> <td>16</td> <td>≥46</td> <td>9</td> <td>≥18</td> <td>2</td> </tr> <tr> <td>≥70</td> <td>15</td> <td>≥42</td> <td>8</td> <td><18</td> <td>1</td> </tr> <tr> <td>≥66</td> <td>14</td> <td>≥38</td> <td>7</td> <td>X</td> <td>X</td> </tr> </tbody> </table>	%	Points	%	Points	%	Points	≥90	20	≥62	13	≥34	6	≥86	19	≥58	12	≥30	5	≥82	18	≥54	11	≥26	4	≥78	17	≥50	10	≥22	3	≥74	16	≥46	9	≥18	2	≥70	15	≥42	8	<18	1	≥66	14	≥38	7	X	X	<p>20</p>
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<p>Impervious Area Treated</p>	<p>Projects will be evaluated based on the amount of impervious area treated by proposed GI SCMs. The score will be based upon the percentage of impervious areas treated within the project area (not necessarily the total site area).</p> <table border="1" data-bbox="609 1373 1060 1736"> <thead> <tr> <th>%</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>100</td> <td>9</td> </tr> <tr> <td>≥89</td> <td>8</td> </tr> <tr> <td>≥77</td> <td>7</td> </tr> <tr> <td>≥66</td> <td>6</td> </tr> <tr> <td>≥54</td> <td>5</td> </tr> <tr> <td>≥43</td> <td>4</td> </tr> <tr> <td>≥31</td> <td>3</td> </tr> <tr> <td>≥20</td> <td>2</td> </tr> <tr> <td><20</td> <td>1</td> </tr> </tbody> </table>	%	Points	100	9	≥89	8	≥77	7	≥66	6	≥54	5	≥43	4	≥31	3	≥20	2	<20	1	<p>9</p>																												
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Expected Benefits of the Project

Design-Only (29 Points - *Denotes this Evaluation Criteria is not considered)

Design and/or Construction (35 Points)

Category	Evaluation Criteria	Maximum Points														
Cost-Effectiveness	*Projects will be evaluated on their cost-effectiveness (the amount of grant dollars requested ÷ the gallons captured). This is based on the project's budget related specifically to GI SCMs, not the total project budget (in some cases, the total project budget may equal the GI SCM budget). The results from the USEPA Stormwater Calculator Model will be used to determine gallons captured.	6														
	<table border="1"> <thead> <tr> <th>\$/gallon</th> <th>Points</th> </tr> </thead> <tbody> <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>>\$2.00</td> <td>1</td> </tr> </tbody> </table>		\$/gallon	Points	≤\$0.50	6	≤\$0.80	5	≤\$1.10	4	≤\$1.40	3	≤\$1.70	2	>\$2.00	1
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>\$2.00	1															

Project Feasibility

Design-Only (13 Points - *Denotes this Evaluation Criteria is not considered)

Design and/or Construction (23 Points)

BUDGET (8 Points)

Category	Evaluation Criteria	Maximum Points
Detailed Budget	*Projects will be evaluated on how clearly and concisely their detailed budget is presented, how well it addresses minimum expectations, and if it is stamped by a professional engineer.	3
Capital Costs	*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 Feasibility
 Design-Only (13 Points - *Denotes this Evaluation Criteria is not considered)
 Design and/or Construction (23 Points)

PROJECT DESIGN (10 Points)

Category	Evaluation Criteria	Maximum Points
Plan Submittal	For applications that submit a concept plan: projects will be evaluated on whether minimum requirements are included.	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.	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

THE PROJECT TEAM (5 Points)

Category	Evaluation Criteria	Maximum Points								
Overall Experience with GI Projects	Projects will be evaluated on the amount of experience current team members have with designing/implementing GI SCMs.	5								
	<table border="1"> <thead> <tr> <th>Overall experience with GI projects**</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Significant (at least 1 team member has been involved with 5+ GI projects)</td> <td>5</td> </tr> <tr> <td>Some (at least 1 team member has been involved with 3+ GI projects)</td> <td>3</td> </tr> <tr> <td>Minimal (no team member has been involved in more than 2 GI projects)</td> <td>1</td> </tr> <tr> <td>No member of the team has any GI experience</td> <td>0</td> </tr> </tbody> </table>		Overall experience with GI projects**	Points	Significant (at least 1 team member has been involved with 5+ GI projects)	5	Some (at least 1 team member has been involved with 3+ GI projects)	3	Minimal (no team member has been involved in more than 2 GI projects)	1
Overall experience with GI projects**	Points									
Significant (at least 1 team member has been involved with 5+ GI projects)	5									
Some (at least 1 team member has been involved with 3+ GI projects)	3									
Minimal (no team member has been involved in more than 2 GI projects)	1									
No member of the team has any GI experience	0									
<p>**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 4 GI projects, they have 4 projects worth of experience, and would score 3 points (they do not have 8 projects of experience). Project experience can include any GI projects and are not limited to those funded by NEORSD's GIG Program.</p>										

Capacity of the Applicant to Maintain the Project for Design Life Expectancy

Design-only (16 Points - *Denotes this Evaluation criteria is not considered)

Design and/or Construction (20 Points)

OPERATION AND MAINTENANCE (6 Points)

Category	Evaluation Criteria	Maximum Points
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 has been provided.	1
Volunteers	For applicants intending to utilize volunteers to perform maintenance activities, projects will be evaluated whether the applicant has an existing volunteer base or will be establishing a volunteer base, and on their plans to consistently recruit and train volunteers.	2

Capacity of the Applicant to Maintain the Project for Design Life Expectancy

Design-only (16 Points - *Denotes this Evaluation Criteria is not considered)

Design and/or Construction (20 Points)

OPERATION & MAINTENANCE (O&M) PLAN (10 Points)

Category	Evaluation Criteria	Maximum Points
Design Features	The O&M Plan includes a comprehensive list of design features that are applicable to proposed SCMs.	3

Capacity of the Applicant to Maintain the Project for Design Life Expectancy

Design-only (16 Points - *Denotes this Evaluation Criteria is not considered)

Design and/or Construction (20 Points)

OPERATION & MAINTENANCE (O&M) PLAN (10 Points)

Category	Evaluation Criteria	Maximum Points
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

Capacity of the Applicant to Maintain the Project for Design Life Expectancy

Design-only (16 Points - *Denotes this Evaluation Criteria is not considered)

Design and/or Construction (20 Points)

OPERATION & MAINTENANCE BUDGET (4 Points) *

Category	Evaluation Criteria	Maximum Points
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

Education & Additional Co-Benefits		
Design-only (22 Points)		
Design and/or Construction (22 Points)		
SITE EDUCATION (4 Points)		
Category	Evaluation Criteria	Maximum Points
Permanent Signage	Projects will be evaluated based on the proposed location of permanent signage in relation to the locations of the proposed SCMs: 2 points if the signage is immediately adjacent to the SCMs; 1 point if the signage is not able to be placed adjacent to the SCMs (e.g., a green roof cannot be seen at sidewalk level, where the educational sign is situated).	2
Project Accessibility	Projects will be evaluated on how well the applicant provides opportunities for stakeholders to observe the project: 2 points if the applicant has maximized opportunities for observation of the project and signage; 1 point if the applicant has not maximized the potential to observe the project by on-site stakeholders and/or the general public (e.g., the SCMs are observable from a public sidewalk, but the signage is placed where only on-site stakeholders can read it).	2

Education & Additional Co-Benefits												
Design-only (22 Points)												
Design and/or Construction (22 Points)												
COMMUNITY AND SOCIAL CO-BENEFITS (10 Points)												
Category	Evaluation Criteria	Maximum Points										
Social Vulnerability Index (SVI)	Projects will receive points based on the SVI score for their location.	3										
	<table border="1"> <thead> <tr> <th>Criteria</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>SVI score within the project area >0.75</td> <td>3</td> </tr> <tr> <td>SVI score within the project area >0.50 & ≤ 0.75</td> <td>2</td> </tr> <tr> <td>SVI score within the project area >0.250 & ≤ 0.50</td> <td>1</td> </tr> <tr> <td>SVI score within the project area ≤ 0.25</td> <td>0</td> </tr> </tbody> </table>		Criteria	Points	SVI score within the project area >0.75	3	SVI score within the project area >0.50 & ≤ 0.75	2	SVI score within the project area >0.250 & ≤ 0.50	1	SVI score within the project area ≤ 0.25	0
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SVI score within the project area >0.250 & ≤ 0.50	1											
SVI score within the project area ≤ 0.25	0											
Public Access, Open Space, Recreation	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; 1 point if the project integrates public gathering spaces into the design and this is supported by a description of proposed public gathering spaces and design elements that enhance existing public spaces; 1 point if the project is located on publicly accessible property (e.g., community-owned, ROW, etc.).	3										

Education & Additional Co-Benefits		
Design-only (22 Points)		
Design and/or Construction (22 Points)		
COMMUNITY AND SOCIAL CO-BENEFITS (10 Points)		
Category	Evaluation Criteria	Maximum Points
Community Engagement, Collaboration & Placemaking	1 point if community members or property stewards (i.e., care takers, maintenance staff, property managers, or community members with an interest in the property) are part of the project team; 1 point if the project team will engage the community during the design process to align community placemaking goals and GI improvements; 1 point if the project team will engage the community during the construction and/or maintenance process (e.g., design input, planting event, buy-a-brick, general upkeep, etc.).	3
GI Job Training	The project comprehensively describes at least 1 of the following: 1) Provides long-term GI job training programs, or 2) Serves as a site for trainees learning about GI design/construction/ maintenance/monitoring.	1

Education & Additional Co-Benefits		
Design-only (22 Points)		
Design and/or Construction (22 Points)		
ENVIRONMENTAL CO-BENEFITS (8 Points)		
Category	Evaluation Criteria	Maximum Points
Water Supply	For Rainwater Harvesting systems: the rainwater harvesting vessel(s) can hold a volume equal to 1.00” of runoff from the contributing impervious drainage area, and there exists a confirmed demand for this volume, in lieu of potable water, every week for at least 50% of a calendar year.	1
Urban Heat Resilience	1 point for a net increase of three shade trees from the District’s approved list; 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); 1 point if the project is located in a high priority heat resilience area as identified on the Priority Area Map under resources on the website - NEORS D GI Grant Program Website Link	3

Education & Additional Co-Benefits

Design-only (22 Points)

Design and/or Construction (22 Points)

ENVIRONMENTAL CO-BENEFITS (8 Points)

Category	Evaluation Criteria	Maximum Points
Urban Flooding Resilience	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 mimicking an undeveloped pre-development condition, all existing impervious areas must be accounted for as “lawn”; 1 additional point if the project is in a high priority flood resilience area as identified on the District’s Priority Sewersheds map.	3
Biodiversity	The proposed planting plan and plant palette is designed to attract a specific native wildlife species; and locations of native vegetation are identified on the concept plan or completed design.	1

Summary of Total Scoring

Category	Design-Only Points	Design and/or Construction Points
Expected Benefits of the Project	29 (36%)	35 (35%)
Project Feasibility	13 (16%)	23 (23%)
Capacity of the Applicant to Maintain	16 (20%)	20 (20%)
Education & Additional Co-Benefits	22 (28%)	22 (22%)
Total Points	80	100

GI Grant Program Workshop

On June 23, 2023, the District will be conducting a workshop to review the Program and application process. Potential applicants are strongly encouraged to participate. The workshop slide deck will be posted on the District's webpage approximately two weeks following the workshop [here](#).

Pre-proposal Meeting

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 these meetings, which will be scheduled between July 10 – 25, 2023. Please contact the District's Grant Programs Administrator to schedule a meeting.

Application

The 2024 Green Infrastructure application portal is accessed through the GI Grant Program website: [here](#)

Timeline and Submission

The District must receive submissions by close of business on **September 1, 2023**. If the proposal is successfully submitted there will be an immediate automated email confirmation to the applicant.

The District will not complete a full review of incomplete proposals. If a proposal is determined to be incomplete, the applicant will have five (5) business days from the date of email notification to submit the necessary information to complete the proposal.

Direct workshop inquiries, pre-proposal meeting requests, and questions to the Grant Programs Administrator, Jessica Cotton, 216-881-660 Ext. 6458, or email Cottonj@neorsd.org.

Awards

Award selection and announcements are anticipated in November 2023. Awards are contingent on funding availability. The District is under no obligation to fund any GI Grant requests.

Included with this document: Attachment 1 – GI Grant Program Agreements

Attachment 1

Green Infrastructure Grant Program Agreements

DRAFT

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

DESIGN-ONLY PROJECT

This Green Infrastructure Grant Program Agreement (“Agreement”) is made as of January 1, 2024 (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 ***, 2024 (Exhibit “A”), and *** (“Grantee”), a legal entity registered in 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 design and 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 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 design of the *** project (the “Project”); and

WHEREAS, the Project will be designed to remove approximately *** gallons of

DRAFT FOR DISCUSSION
2023

stormwater annually from the combined sewer system; and

WHEREAS, the Grantee agrees that, within two (2) Program funding cycles after execution of this Agreement, Grantee shall submit an additional grant application in response to a future District Request for Proposal to apply for Program 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 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 awards a GI grant to the Grantee for the design of the Project on a reimbursement basis, in a total amount not-to-exceed ***.
- 1.2 Location. The 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 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 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 Program goal is to implement GI for stormwater management beyond the minimum requirements established by Title IV. Under no circumstance shall Program funds be

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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 Project design costs. District staff members, selected by the District, will review the design 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 the Grantee for any Project costs incurred prior to January 1, 2024.

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 in a virtual format on **April 5, 2024**.

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.

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- 2.2 Technical Assistance. Provide technical review to the Grantee for design, specifications, 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 documents at various stages and milestones of the Project.
- 2.4 District Approvals. (i) Review and approve or disapprove in writing the components of the Project, including the Grantee's maintenance plan; and (ii) 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. The District is not responsible for the accuracy, correctness, and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design or fitness of the project for a particular purpose.

ARTICLE 3. **GRANTEE'S OBLIGATIONS**

The Grantee agrees as follows:

- 3.1 Utilization of Program Funds. Use 100% of the District's Program funds for activities and/or expenses related to the GI components of the Project, as approved by the District. These activities and expenses may include design specifically related to the GI components of the 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

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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 the proposed infiltrating stormwater control measures proposed 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).
- 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 Program cycles after the Effective Date of this Agreement, submit an additional grant application, in response to a future District Request for Proposal, 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'

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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 November 30, 2024, 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 final reimbursement related to Project design must be submitted no later than December 31, 2024.

34 Complete and submit quarterly progress report - as follows:

- 1) First Request shall be due April 30, 2024, for work completed January 1, 2024, through March 31, 2024.
- 2) Second Request shall be due July 31, 2024, for work completed April 1, 2024, through June 30, 2024.
- 3) Third Request shall be due October 31, 2024, for work completed July 1, 2024, through September 30, 2024.
- 4) Fourth Request shall be due December 31, 2024, for work completed October 1, 2024, through November 30, 2024.

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

The Grantee agrees to meet with District staff, as requested, to review 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/>

35 Operation and Maintenance. The Grantee shall permit the District to

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provide technical review of the operation and maintenance manual developed as part of the design for the Project. Once constructed, the Grantee shall remain responsible for the operation and maintenance of the Project for the design life expectancy of the Project, as determined by the District. Upon completion of the construction of the Project, the District shall reimburse the Grantee for First-Year Maintenance activities that have been approved by the District. An annual operation and maintenance inspection report for the 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's Project Site. The Grantee shall provide the District reasonable access to inspect the Project site for the design life expectancy of the 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 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. 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

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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 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.
- 3.9 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Project.

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

4.1 The District shall reimburse the Grantee for eligible Project design activities that occurred after January 1, 2024, 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.”

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.

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.

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- 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.
- 5.10 No Third-Party Beneficiary. Nothing in this Agreement, express 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 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:

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DISTRICT

Jessica S. Cotton, GISP, GIP
Grant Programs Administrator
NEORS
3900 Euclid Avenue
Cleveland, OH 44115
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 for the Combined Sewer Area
Policy, Process, and Procedures
- Exhibit E Affidavit of Facts Relating to Title

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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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.

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CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

FOR

2024 GREEN INFRASTRUCTURE
GRANT PROGRAM AGREEMENT:

(DESIGN-ONLY):

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

GREEN INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

DESIGN AND CONSTRUCTION PROJECTS

This Green Infrastructure Grant Program Agreement (“Agreement”) is made as of January 1, 2024 (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 ***, 2023 (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 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

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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 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) \$***
- First-Year Maintenance (Not-to-Exceed) \$***
- Total Project Not-to-Exceed Amount \$***

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.

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- 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 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 not reimburse the Grantee for any Project costs incurred prior to January 1, 2024.
- 1.6 Mandatory Green Infrastructure Operation and Maintenance Workshop. Prior to the 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.

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The Workshop will be held in a virtual format on *April 5, 2024*.

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 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) 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 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. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design or fitness of the project for a particular purpose.

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 and schedule an on-site pre-construction meeting prior to the commencement of construction.
- 3.2 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 obtain the prior written approval of the District prior to modifying any of the green infrastructure components of the Project.
- 3.3 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

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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).

- 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. 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.
- 3.4 Project Schedule. The Grantee shall complete the construction of the Project by November 30, 2024, 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/or construction must be submitted no later than December 31,

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2024. 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, 2024, for work completed January 1, 2024, through March 31, 2024.
- 2) Second Request shall be due July 31, 2024, for work completed April 1, 2024, through June 30, 2024.
- 3) Third Request shall be due October 31, 2024, for work completed July 1, 2024, through September 30, 2024.
- 4) Fourth Request shall be due December 31, 2024, for work completed October 1, 2024, through November 30, 2024.

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

The Grantee agrees to meet with District staff, as requested, to review the progress of the Projects, and to use the Reimbursement Request form and Quarterly 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 Project for the design

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life expectancy of the Project, 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 review of the operation and maintenance manual developed for the Project prior to completion of construction.

- 3.7 An annual operation and maintenance inspection report for the 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.
- 3.8 Inspection of 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.
- 3.9 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.
- 3.10 Access to the Grantee's Project Site. The Grantee shall provide the District reasonable access to the Project site for the design life expectancy of the

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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 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 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.

- 3.11 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, 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

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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.

- 3.12 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.
- 3.13 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.
- 3.14 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Project.

ARTICLE 4. REIMBURSEMENT OF GRANT FUNDS AND INVOICING

- 4.1 The District shall reimburse the Grantee for eligible Project design and construction activities that occurred after January 1, 2024, and for First-Year Maintenance expenses after the Project is deemed substantially complete, based upon paid invoices, prepared and submitted by the

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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.”

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.
- 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.

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- 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.
- 5.10 No Third-Party Beneficiary. Nothing in this Agreement, express 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 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

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, 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
2023

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

FOR

2024 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