



**Northeast Ohio Regional Sewer District
Member Community Infrastructure Program
Request for Proposals
August 2016**

Introduction

The Northeast Ohio Regional District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities to address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

The District will provide funding for up to 75% of project costs. The MCIP funds will be provided by the District on a reimbursement basis directly to the community based on MCIP project costs, conditioned on the District's prior approval of the design and construction of the project.

The District will determine the appropriate funding mechanism, grant or community operating lease, during project evaluation. Determination of the funding mechanism for the project will be at the discretion of the District. Refer to the MCIP Policy for additional background and information on the funding mechanism.

Eligible Projects

Eligible projects include, but are not limited to the following:

- **Projects to Mitigate SSOs and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows (SSO) and illicit discharges.
- **Projects to Mitigate I/I:** Projects necessary to address inflow and infiltration (I/I) problems, including but not limited to, rehabilitation of common trench pipes and manholes, removal of direct inflow connections, repair or replacement of cracked or exfiltrating combined, sanitary or storm sewers, and reduction of public and private sources of I/I.
- **Projects to Remove/Eliminate Failing Home Sewage Treatment Systems (HSTS):** Projects to construct new separate sanitary sewers to eliminate failing HSTSs. HSTS failure shall be confirmed by the jurisdictional Board of Health.
- **Projects that Improve Local Sewer System Level of Service:** Projects that reduce local sewer flooding and backups in the local system that can be attributed to undersized or structurally deficient local sewers. Such projects include efforts to address basement flooding in separate and combined sewer systems, and to the extent practical, on-site stormwater management practices to mitigate the increase in downstream flows.
- **Projects to Manage Stormwater Flow that Improve Combined/Sanitary Level of Service:** Projects that reduce volume, flow rate, or pollutant load of stormwater to a combined sewer, separate storm sewer, and/or directly to receiving water body that improve a combined or sanitary sewer level of service.

Communities should contact their Watershed Team Leader to review their project prior to submitting a proposal to ensure eligibility.

Ineligible Projects

MCIP funds shall not be used for any project that causes, accelerates, or contributes to water quality and quantity issues, flooding and erosion, or is otherwise detrimental to human health within the District's service area. Ineligible projects include, but are not limited to the following:

- The application of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses;
- Capital, operation, maintenance, and administrative expenses not directly related to an eligible project; and
- Projects that increase the potential for flooding within a community and/or neighboring community's combined, sanitary, or storm sewer systems or local watercourses.

Project Requirements

To be considered for funding, projects must at a minimum meet the following requirements:

- Reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the community or the District.
- Be located in the District's sanitary sewer service area (<http://arcg.is/2bPxzEt>).
- Meet all applicable District, federal, state and local regulations.
- Be completed within 24 months of a signed MCIP Project Agreement.
- Include at least 25% non-District funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with a road rehabilitation project for which the MCIP will provide funding for the sanitary or combined sewer replacement may be captured as non-District funds. In addition, the following project costs may be captured to meet this 25% requirement:
 - Personnel: Labor costs for employees of the community related to the direct performance of engineering and design, construction services, project management, and performance verification on the project.
 - Fringe Benefits: Costs for such items as healthcare, dental care, life insurance, retirement and other standard benefits provided to employees of the community related to the direct performance of the project.
 - Planning and design costs directly related to the project that were incurred prior to the submittal of a project application.

All funds must be approved as eligible by the District for the 25% requirement. Communities should contact the District's Watershed Funding Administrator to assess if the funding source is eligible. Contact information provided under the Timeline and Submission section.

The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohioauditor.gov/fiscal/local.html>).

Terms of Grant Funding

The MCIP is a reimbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget. 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 reimbursement. Refer to the District's MCIP 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 costs allocations are not eligible for reimbursement.

Project Performance Verification

The District will require post-construction verification for projects to demonstrate that the project is functioning as intended and meeting the stated objectives. Post-construction verification may include reporting, monitoring, and/or modeling depending on the type of project. Monitoring may include flow monitoring, dye- or smoke testing, video-taping, and/or other methods depending on the project. Modeling shall mean the modeling of pre-construction and post-construction conditions for the project. Communities shall include their anticipated methods of post-construction verification and shall include the costs in their project proposal.

The District may require projects focused on I/I elimination to conduct pre- and post-construction modeling, as well as flow monitoring, to verify I/I reduction and to demonstrate that no negative impacts will occur as a result of the proposed project. The District will make this decision based on the proposal. If the project is selected for funding, the community will have sufficient time to develop a verification plan.

Project Evaluation

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

1. Infrastructure Condition (30%)

The current and actual condition of the structure using the condition descriptions defined in Table 1. Information that expands on the description should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to condition assessments; quantification of I/I; identification of broken pipes and/or combined or separate sewer overflows; televised underground system inspection reports; age inventory reports and maintenance records; and any additional information that may impact the evaluation of the

infrastructure condition. If available, condition assessments should be provided in accordance with NASSCO's Pipeline and Manhole Assessment and Certification Program (PACP and MACP). NASSCO condition ratings will be required for all project applications starting in 2019.

Table 1. Rating System for Infrastructure Condition.

Condition Rating	Description	Score
Failed	Complete reconstruction needed – existing infrastructure is unsalvageable and/or a PACP/MACP condition scores above 4.	30
Critical	Major reconstruction needed to maintain integrity, and/or A PACP/MACP condition scores above 4.	24
Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity, and/or PACP/MACP condition scores between 3-4.	18
Fair	Major rehabilitation needed to maintain integrity, and/or a PACP/MACP condition scores between 2-3.	12
Good	Routine maintenance and periodic repairs required to maintain integrity, and/or a PACP/MACP condition scores between 1-2.	6
New	New infrastructure, and/or a PACP/MACP condition scores between 0-1.	0

For projects proposing to remove/eliminate failing HSTS the infrastructure condition will be assessed using Table 2. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

Table 2. Rating System for Home Sewage Treatment System Projects

Age of HSTS	Score
20 years or older	30
19-16 years old	24
15-11 years old	18
10-7 years old	12
6 years or younger	6

2. Water Quality and Quantity Impacts on Human Health and the Environment (30%)

Demonstrate the effects of the project on water quality and quantity. Information that verifies the water quality and quantity issues should be provided with the proposal to assist with the scoring of this category. This may include but is not limited to official evaluation reports, maps, and/or photographs. Communities must provide information that addresses the three items listed below.

- What is the water quality/quantity problem and what impact does it have on human health and/or the environment?
- What are the frequency and/or magnitude of the problem?
 - How often does it occur;
 - What is the severity; and

- What is the impact on the households, and/or businesses, and number of users within the sewershed?
- How will the proposed project eliminate or reduce the water quality/quantity impact?

Table 3. Rating System for Water Quality/Quantity Impacts

Water Quality/Quantity Impacts	Score
Continuous Problem with Severe Factors – Affects a large area of District service area and the water quality/quantity impact occurs on a continuous basis.	30
Continuous Problem – The water quality/quantity impact occurs on a continuous basis.	24
Intermittent Problem With Severe Factors – Affects a large area of the District’s service area or the nature of the problem warrants additional consideration.	18
Intermittent Problem – The water quality/quantity impact occurs intermittently.	12
Minor/Potential Problem – Minimal or insignificant documentation provided or the project has been submitted to avoid a potential problem.	6
Application does not indicate a water quality/quantity impact.	0

3. Project Provides Source Control of Stormwater (15%)

Project demonstrates source control of stormwater by preventing stormwater from entering the combined or separate sanitary sewer system through removal or detention. To be considered for points under this criterion, the community will have to show the source control of stormwater results in removal and management of stormwater from the combined or separate sanitary sewer system.

4. Project Provides a Significant Benefit to the District (15%)

Demonstrate the benefits of the project to the District. Benefits include but are not limited to projects that reduce flows to District infrastructure for conveyance and treatment, reduce infrastructure flooding, and/or improve water quality in area waterways to compliment the District’s ongoing Project Clean Lake Program and Regional Stormwater Management Program.

5. Non-District Project Funding (10%)

One point will be provided for meeting the minimum requirement of 25%. If the District waives this requirement for a community in fiscal distress as discussed under Project Requirements in the Request for Proposals, the proposal will be awarded one point. Proposals must provide documentation of funding sources.

% of Non-District Funds	Score
25	1
26-28	2
29-31	3
32-34	4
35-37	5
38-40	6
41-43	7
44-47	8

48-49	9
50-99	10

6. Project Readiness (15 extra points)

Fifteen extra points will be added to the overall project score if a project will start construction in 2017.

Pre-application Meeting

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Dates for meetings are October 4, 2016 and October 5, 2016. Please contact the District’s Watershed Funding Administrator by close of business on September 30, 2016 to schedule a meeting.

PLEASE NOTE– you must schedule for these meetings, walk-ins will not be accommodated.

Timeline and Submission

Complete applications must be submitted electronically in PDF format and sent as one document. Submissions must be received by the District by close of business on October 31, 2016. Anticipate a notice of application receipt within 2 business days of submission.

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

Direct pre-application meeting requests, submissions, and questions to the Watershed Funding Administrator:

Linda Mayer

440- 253-2147

mayerl@neorsd.org

Awards

Award selection and announcements are anticipated in January 2017. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

**Member Community Infrastructure Program
Application**

Application Information	
Applicant	
Co-Applicant	
Project Contact Information	
Name	
Address	
Phone Number	
Email Address	

Project Information	
Project Name	
Project Location (Attached Location Map)	
Fund Request (\$)	
Non-District Funds (\$)	
% Non-District Funds	
Project Start Date	
Project End Date	

Project Funding Request - Identify What the Project Funds will Support	
<input type="checkbox"/> Design*	
<input type="checkbox"/> Construction**	
<input type="checkbox"/> Design and Construction	
<p>* Provide documentation that shows funding has been secured for the project design and when the design will be started and completed.</p> <p>** Provide documentation that shows funding has been secured for the project construction and when the construction will be started and completed.</p>	

Authorized Signature	
Printed Name	
Signature	
Date	

Project Description

Limit description to one page. Attach reports, plans and maps as needed to explain the project.

Infrastructure Condition

Review the Project Evaluation section in the Request for Proposals for more details on what is expected for this category.

1. Check the Box that most accurately reflects the current and actual condition of the structure using the condition descriptions defined below, or select the Box that reflects the age of home sewage treatment systems being removed/eliminated.

Condition Rating	Description
<input type="checkbox"/> Failed	Complete reconstruction needed – existing infrastructure is unsalvageable and/or PACP/MACP condition scores above 4.
<input type="checkbox"/> Critical	Major reconstruction needed to maintain integrity and/or PACP/MACP condition scores above 4.
<input type="checkbox"/> Poor	Partial reconstruction or extensive rehabilitation required to maintain integrity and/or PACP/MACP condition scores between 3-4.
<input type="checkbox"/> Fair	Major rehabilitation needed to maintain integrity and/or PACP/MACP condition scores between 2-3.
<input type="checkbox"/> Good	Routine maintenance and periodic repairs required to maintain integrity and/or PACP/MACP condition scores between 1-2.
<input type="checkbox"/> New	New infrastructure and/or PACP/MACP condition scores between 0-1.

	Age of HSTS
<input type="checkbox"/>	20 years or older
<input type="checkbox"/>	19-16 years old
<input type="checkbox"/>	15-11 years old
<input type="checkbox"/>	10-7 years old
<input type="checkbox"/>	6 years or younger

2. Provide field verified or documented condition reports.

Combined/Sanitary Sewer	Number of sewer lines break or flooding events during the life of the sewer	
Septic System	Board of Health Condition Rating	
Storm Sewer	Number of sewer line breaks during the life of the sewer or flooding events or number of illicit discharges	

- 3. Describe the structural deficiencies of the infrastructure.** Information that expands on the description should be provided with the application. Limit description to 500 words.

Water Quality and Quantity Impacts on Human Health and the Environment

Demonstrate the effects of the project on water quality/quantity. See the Project Evaluation Section in the Request for Proposals for more details on what is expected for this category.

1. **What is the water quality/quantity problem and what impact does it have on human health and/or the environment?** Limit description to 500 words.

2. **How will the proposed project eliminate or reduce the water quality/quantity impact?** Limit description to 500 words.

3. **What are the frequency and/or magnitude of the problem?** Limit description to 500 words.

4. **Provide the number of users.** For projects located primarily in residential areas, provide the number of households that will be affected by the project. For projects located in multi-use areas, (office, industrial, educational, commercial), provide the number of employees or students in the area affected by the project. If there is a residential area included, separately provide the number of households.

Indirect users: Only those applicants that provide documentation and demonstrate that the infrastructure benefits an area larger than the direct users will be given consideration.

Component	Count Year	Count Source

5. **Indicate the deficiencies the project will mitigate. Check all that apply.**

<input type="checkbox"/>	Findings/Orders/Mandates citing deficiencies or violations
<input type="checkbox"/>	Flooding with structural and/or property damage
<input type="checkbox"/>	Undersized structures or structural breaks during the life of the sewer
<input type="checkbox"/>	Service capacity issues
<input type="checkbox"/>	Combined sewer overflows, sanitary sewer overflows or illicit discharges
<input type="checkbox"/>	Other

Source Control of Stormwater

Removal and management of stormwater from the combined or separate sanitary sewer system

1. **Describe how the project will control stormwater.** Limit description to 500 words.

Significant Project Benefit to the District

Benefits include but are not limited to projects that reduce flows to District infrastructure for conveyance and treatment, reduce infrastructure flooding, and/or improve water quality in area waterways to compliment the District's ongoing Project Clean Lake Program and Regional Stormwater Management Program.

1. **Describe how the project will significantly benefit the District.** Limit description to 500 words.

Performance Verification

Provide the performance goal for the project and describe the anticipated methods of post-construction verification of the performance goal. Costs for performance verification may be included in the project proposal. Limit description to 1000 words.

Project Schedule and Budget

Provide a project schedule, cash flow and budget for the project. The Budget should specify items with prices and quantities necessary for the project. Budget should include engineering services such as preliminary design, final design, project administration, construction administration, and performance verification. Do not summarize construction into one item. A construction contingency up to 10% is permitted but inflationary adjustments are not. Provide a detailed Engineer's Estimate and a Useful Life Statement with an engineer's seal or stamp and signature by a registered professional engineer in the State of Ohio.

Design Cost: _____

Design Schedule:

Start Date _____ End Date _____

Construction Cost: _____

Construction Schedule:

Start Date _____ End Date _____

Draft Member Community Infrastructure Agreement

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

FOR

_____ **PROJECT**

THIS AGREEMENT (“Agreement”) is entered into as of the _____ day of _____, 201_ (“Effective Date”), by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. _____, adopted by the District’s Board of Trustees on _____, 201_ (Exhibit “A”), and the _____ (“Member Community”), a _____ of the State of Ohio, acting pursuant to Ordinance No. _____, passed on _____, 201_ (Exhibit “B”). The District and the Member Community may be collectively referred to herein as “Parties.”

RECITALS:

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program (“MCIP”) to provide water resource project funding opportunities to member communities for sewer infrastructure repair and rehabilitation in the District’s service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit “C”); and

WHEREAS, in response to the District’s Request for MCIP Proposals, the Member Community, a District member community, submitted an application for _____ (the “Project” or “MCIP Project”), attached hereto as Exhibit “D;”

WHEREAS, the District has determined that the MCIP Project will _____

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. The MCIP Project

1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of

_____, as set forth in

Exhibit "D."

1.2 Performance Objectives. The MCIP Project will address _____ and contains the following performance objectives:

_____.

The Member Community will be required to provide post-construction verification of performance objectives.

1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems.

1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state and local approvals, including permits, necessary to initiate and complete the MCIP Project.

1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the Sewer District.

- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District in writing.
- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.
- 1.8 Payment of Prevailing Wage. The Member Community 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 MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

Article 2. Design and Construction of the MCIP Project

- 2.1 District Approval of Design Work. The Parties agree that the District shall have the right to review, comment on, and approve the MCIP Project at the following stages of design: (i) the Design Consultant’s scope of work and fee, (ii) the sixty percent (60%) design submittal, (iii) the ninety (90%) design submittal, (iv) the one hundred percent (100%) design submittal, and (v) _____. The District shall receive up to fifteen (15) business days for review and comment at each said stage of design. The MCIP Project must obtain District approval at each stage of design before construction begins in order for design expenses to be eligible for reimbursement. Any modification to the MCIP Project must be approved by the District in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meeting and shall receive at least five (5) business days advance notice of all such meetings. The District shall receive meeting minutes from the Member Community within five (5) business days of the meeting for review and comment, as may be necessary.
- 2.3 District Request for Design Progress Meetings. The Member Community agrees to meet with the District to review the MCIP design project status and progress, as may be requested by the District.

- 2.4 Member Community to Bid and Construct MCIP Project. After the District's approval of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the approved MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision and inspection in accordance with the terms of this Agreement. The Member Community shall notify the District of the awarded bid amount within seven (7) calendar days of the award.
- 2.5 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.6 Pre-Construction and Construction Meetings. The District shall have the right to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.
- 2.7 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision of the MCIP Project.
- 2.8 As-Built Drawings. The Member Community shall provide the District with "as-built" drawings for the MCIP Project prior to creation of the final punch-list and "as-built" drawings at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.

Article 3. Ownership, Operation and Maintenance

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.

- 3.2 Post-Construction Operation and Maintenance Plan. The Member Community shall provide the District with a post-construction operation and maintenance plan for the MCIP Project within thirty (30) days of substantial completion of the MCIP Project. Such plan shall include funding sources to provide for operation and maintenance and shall be updated by the Member Community, as may be necessary, and as may be requested by the District.
- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed _____ Dollars (\$_____) (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The District shall withhold final payment until such time as the District receives final as-built drawings for the MCIP Project. The District shall provide the Member Community with a copy of the certification by the Chief Financial Officer that the District Funds have been lawfully appropriated by the District for this Agreement.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project.
- 4.3 Use of District Funds and Reimbursement. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting

documentation as required by this Agreement and the MCIP Policies and Procedures, attached hereto as Exhibit "E."

- 4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community to third parties for work not approved by the District.
- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

Article 5. Public Participation and Outreach

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right To Reject. The District reserves the right to reject any signage, related to the MCIP Project.

Article 6. Project Schedule and Warranty Period.

- 6.1. Project Schedule. The Project duration and reimbursement cash flow for the MCIP Project shall be as set forth in the Project Schedule, attached hereto as Exhibit "F."
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project and provide a report to the District.

Article 7. Term.

7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

Article 8. Insurance.

8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability and property liability insurance coverages.

Article 9. Dispute Resolution.

9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representatives	Member Community Representatives
_____	_____

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	Member Community Representative
_____	_____

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by

at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

Article 11. Notifications.

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
_____	_____

Article 12. Release of Liability.

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective

performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the City.

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future supporting, including maintenance of the Member Community's Projects, from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 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.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior 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.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.

13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

Article 14. Exhibits.

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit “A” – District Resolution
- Exhibit “B” – _____ Ordinance
- Exhibit “C” – Request for MCIP Proposals
- Exhibit “D” – _____’s MCIP Application
- Exhibit “E” – MCIP Policies and Procedures
- Exhibit “F” – MCIP Project Schedule

<< INTENTIONALLY LEFT BLANK >>

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Julius Ciaccia
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

By: _____

The legal form and correctness of this instrument is approved.

By: _____
ERIC LUCKAGE
District's Chief Legal Officer

Date: _____, 20__.

This Instrument Prepared By:
Rebecca Schaltenbrand
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.