

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2022, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 202__ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Pinestream Subdivision Storm Sewer Improvement project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

1.1 The City agrees to perform as follows:

1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)

1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.

- 1.1.3 Notify the City’s Watershed Team Leader at least 7 business days prior to the start of the Project.
 - 1.1.4 Meet with District staff when requested to review the Project status.
 - 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City’s Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District’s Obligations

- 2.1 The District agrees to perform as follows:
- 2.1.1. Allocate \$429,551.00 to the City for the Project from the City’s Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$429,551.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 Dispute Resolution

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Justin Haselton, P.E. City Engineer

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	City Representative
Director of Watershed Programs	Justin Haselton, P.E.

- 3.03 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 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 mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 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.
- 3.04 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 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, 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.

Article 5 **Counterpart Signatures**

- 5.01 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.

Article 6 **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.01 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.

Article 8 **Authority to Execute**

- 8.01 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.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF NORTH ROYALTON

By: _____

Title: _____

The Legal Form and Correctness of this Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:

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

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

[FOR NEORSD USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:

PINESTREAM SUBDIVISION STORM SEWER
IMPROVEMENT

Total Approximate Cost: \$429,551.00

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

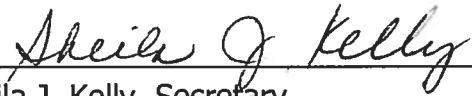
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary

Board of Trustees

Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



Community Cost-Share Program APPLICATION

Member Community Information

Community: North Royalton

Primary Project Contact: Justin Haselton
(Name & Title) City Engineer

Mailing Address: 11545 Royalton Road
North Royalton, OH 44133

Phone Number: 440-227-1018

Email: jhaselton@northroyalton.org

Project Information

Project Title: Pinestream Subdivision Storm Sewer Impr

Address or Location of Project: Waterbridge Drive near Watercrest Drive

Project Start Date: February, 2022

Project End Date: May, 2022

Community Cost-Share Fund Request: \$429,551.00

Submission Date: 1/20/22



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

This project will reduce street and home flooding. The current storm sewer system is comprised of a culvert that directs an incoming stream through the development. Additionally, the street and lot storm sewer systems are collected and directed to this culvert. During larger rain events the system becomes surcharged backing up stormwater into the streets and lots. This project will improve the situation by separating the street and lot collection systems from the culvert. The street stormwater will have a separate outlet to the East Branch of the Rocky River.

This is the construction portion of the project and will be constructed between February and May, 2022.

This project was reviewed by NEORS D stormwater staff.



2) Ability to Provide Long Term Maintenance (500 word maximum)

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

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City will be responsible for the long-term maintenance of the storm sewers.



3) **Visibility and Public Outreach:** (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The neighbors have been vocal about this problem and have been kept abreast throughout the design and bidding process. A new letter will be sent shortly with more specific information on construction dates.



4) **Budget Summary** (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The construction cost is \$429,551.00. As can be seen on the attached Change Order form, the project was awarded at \$429,653.10 but before construction began, some changes were made that lower the construction cost slightly.



Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$429,551.00	S.E.T. - Contractor
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other		
TOTAL	\$ 429,551.00	

CHANGE ORDER NO.: 2

Date: 12/16/2021

PROJECT NAME: Pinestream Subdivision Storm Sewer Improvements

OWNER: City of North Royalton

CONTRACTOR: S.E.T. Inc.

PROJECT NO.: 200950

DESCRIPTION: Line item adjustments for realignment of pipe and changing pipe material to HDPE.
See attached summary sheet.

CONTRACT PRICE:

ORIGINAL CONTRACT PRICE:	<u>\$429,653.10</u>
NET PRIOR CHANGE ORDERS:	<u>\$0.00</u>
CURRENT CONTRACT PRICE:	<u>\$429,653.10</u>
NET AMOUNT THIS CHANGE ORDER:	<u>(\$102.10)</u>
REVISED CONTRACT PRICE:	<u>\$429,551.00</u>

CONTRACT TIME:

ORIGINAL COMPLETION DATE:	<u>10/31/2021</u>	
CURRENT COMPLETION DATE:	<u>5/7/2022</u>	
AMOUNT OF TIME EXTENSION THIS CHANGE ORDER:	<u>0</u>	START DATE: <u>2/1/2022</u>
REVISED SUBSTANTIAL COMPLETION DATE:	<u>5/7/2022</u>	
REVISED RESTORATION COMPLETION DATE:	<u>5/27/2022</u>	

ACCEPTED BY:

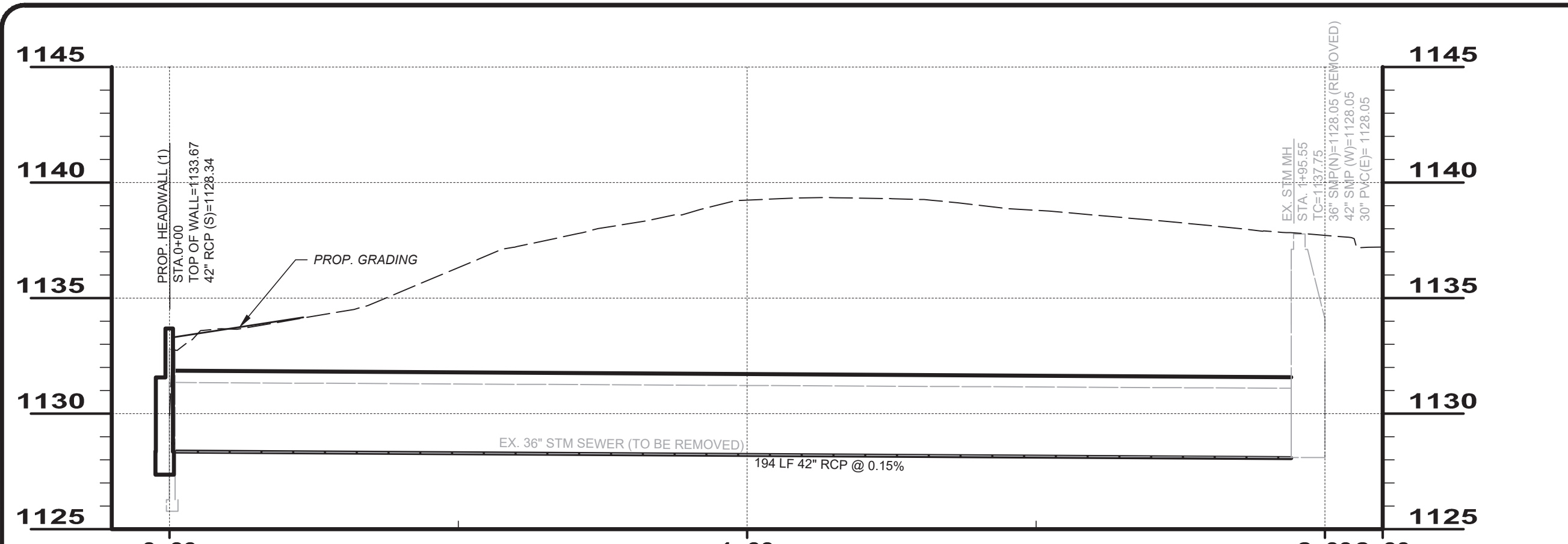
APPROVALS:

Jeff Susany	DATE
S.E.T. Inc.	<u>12/26/21</u>

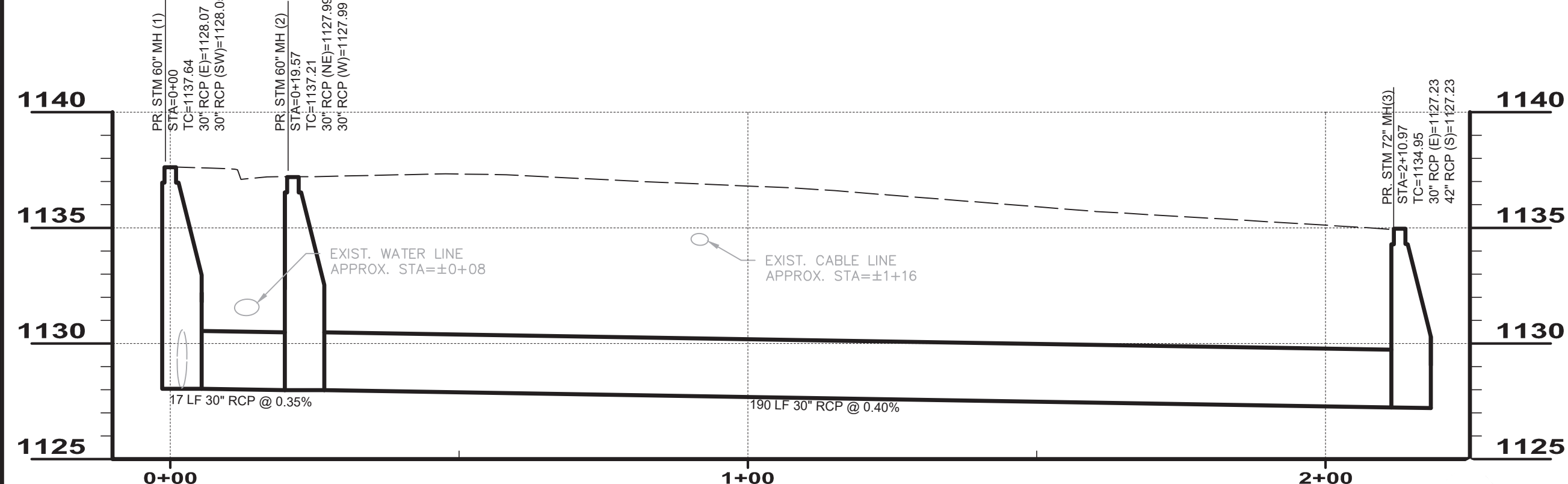
Hon. Larry Antoskiewicz	DATE
Mayor	

APPROVAL RECOMMENDED BY:

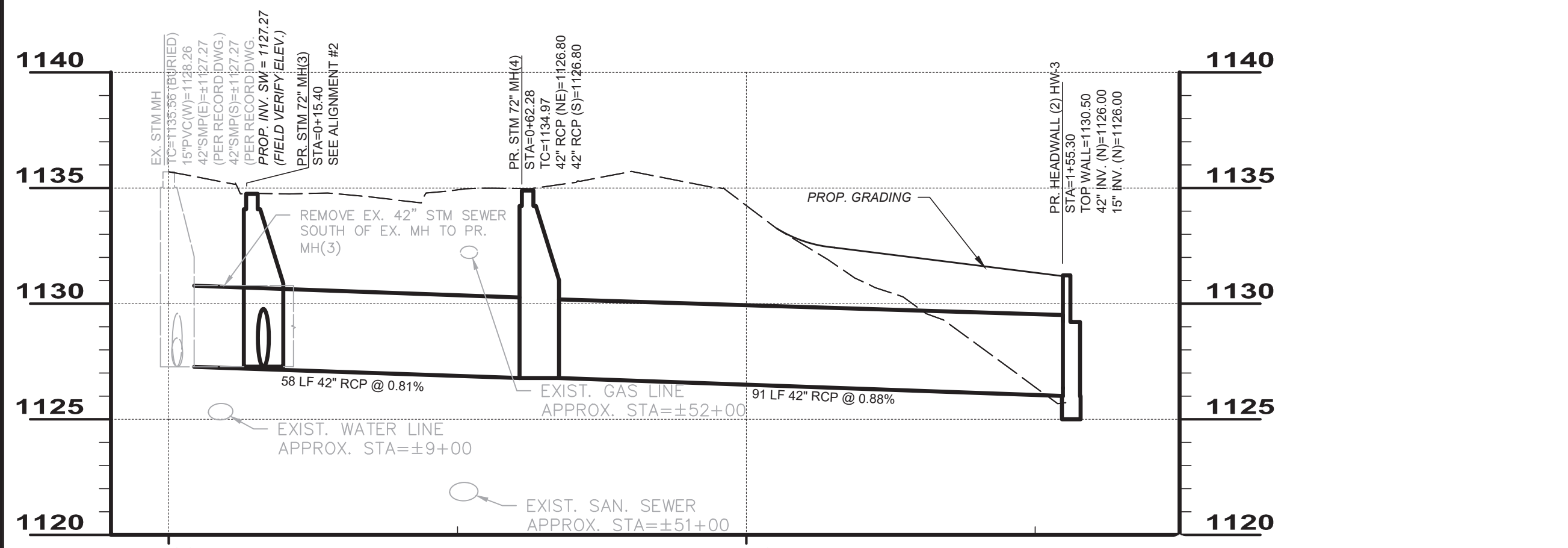
Justin Haselton, P.E.	DATE
CT Consultants, Inc.	



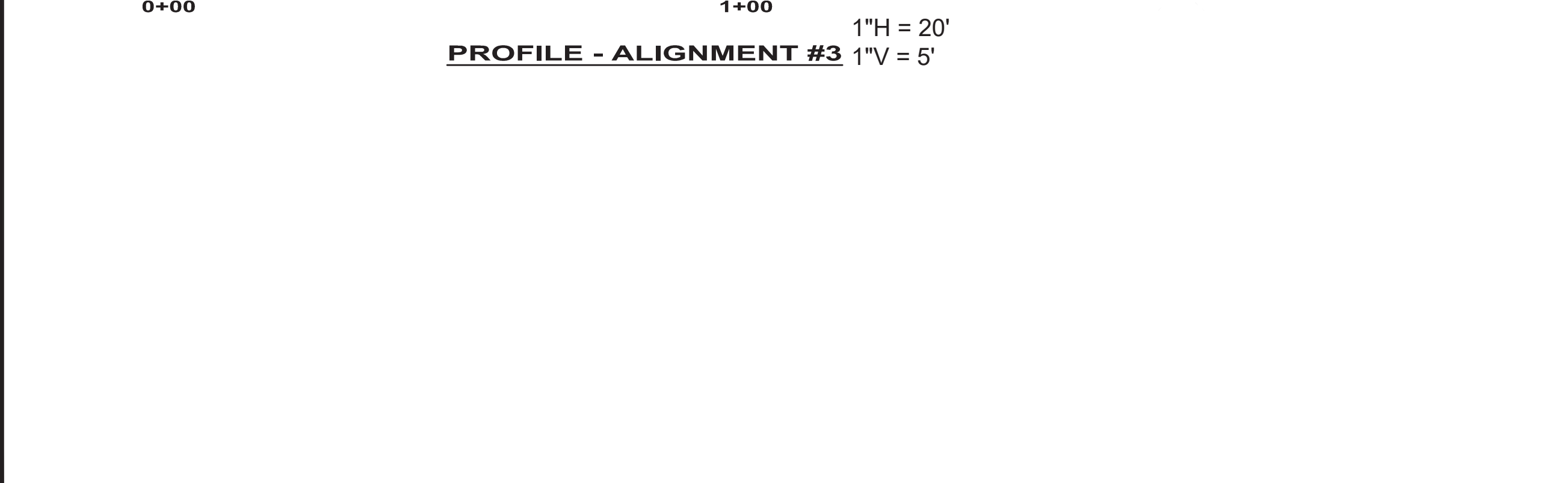
PROFILE - ALIGNMENT #1 1" H = 20' 1" V = 5'



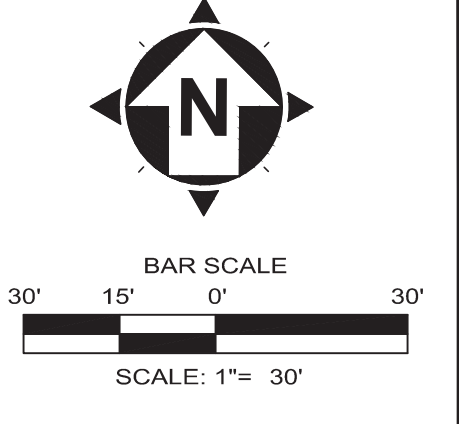
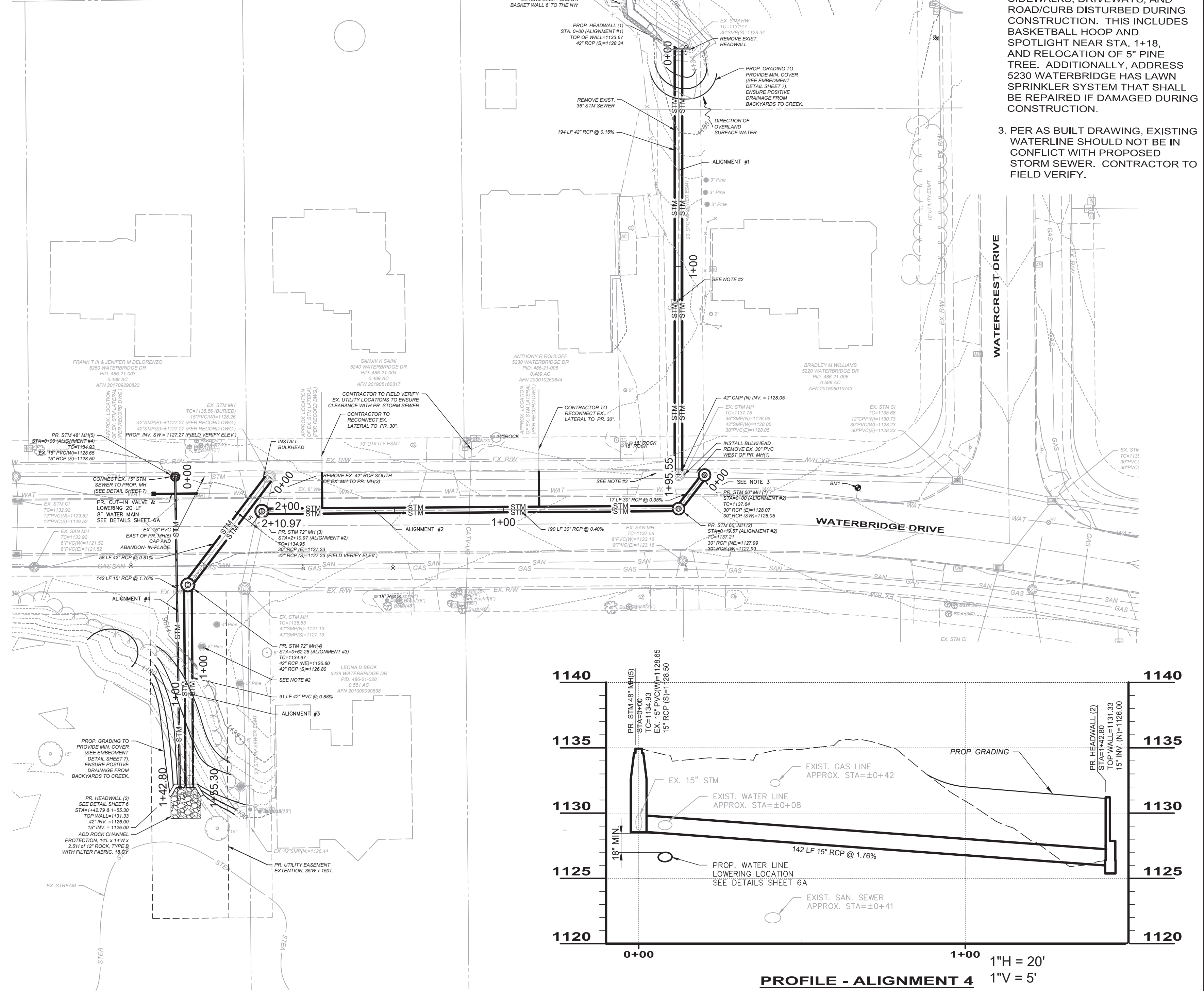
PROFILE - ALIGNMENT #2 1" H = 20' 1" V = 5'



PROFILE - ALIGNMENT #3 1" H = 20' 1" V = 5'



PROFILE - ALIGNMENT #4 1" H = 20' 1" V = 5'



- NOTES:**
- CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.
 - CONTRACTOR TO REPAIR ALL SIDEWALKS, DRIVEWAYS, AND ROAD/CURB DISTURBED DURING CONSTRUCTION. THIS INCLUDES BASKETBALL HOOP AND SPOTLIGHT NEAR STA. 1+18, AND RELOCATION OF 5" PINE TREE. ADDITIONALLY, ADDRESS 5230 WATERBRIDGE HAS LAWN SPRINKLER SYSTEM THAT SHALL BE REPAIRED IF DAMAGED DURING CONSTRUCTION.
 - PER AS BUILT DRAWING, EXISTING WATERLINE SHOULD NOT BE IN CONFLICT WITH PROPOSED STORM SEWER. CONTRACTOR TO FIELD VERIFY.

your trusted advisor
consultants

engineers
architects
planners

NO	REVISION	DATE
1	ALIGNMENT MODIFICATION	9/30/21

**PINESTREAM
STORM SEWER
IMPROVEMENTS**

CUYAHOGA COUNTY NORTH ROYALTON, OHIO

ISSUED FOR:	BID
ISSUE DATE:	6/24/21
SCALE:	AS SHOWN
DESIGNED BY:	JRH
DRAWN BY:	DPK
CHECKED BY:	JRH

PLAN AND PROFILE

PROJECT NO.	200950
DISCIPLINE	CIVIL
SHEET NAME	PP-01
SHEET	OF
5A	9

H:\CTC\LOCAL\CTC_DATA\PROJECTS\200950\0950\DWG\PP-01.DWG - PLAN & PROFILE.DWG - SHEET NAME - 10/19/2021 1:34:14 PM - DANIEL KONSHAK