

**A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE THE "COMMUNITY COST-SHARE AGREEMENT" WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE MOTOR ROAD DRAINAGE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY**

WHEREAS, the Northeast Ohio Regional Sewer District ("NEORS") developed its Community Cost-Share Program to provide funds to NEORS member communities, including the Village, 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 is held by NEORS in a Community Cost-Share Account, whereby member communities, with review and approval by NEORS, can seek reimbursement of funds expended on community-specific stormwater projects; and

WHEREAS, the Village submitted a Community Cost-Share Program Application to NEORS on or about July 24, 2020 seeking approval of the Motor Road Drainage Improvement Project; and

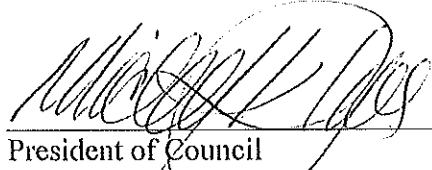
WHEREAS, the NEORS approved the Village's application for the Motor Road Drainage Improvements Project and allocated \$250,000 toward the project from the Village's Community-Cost Share Account.

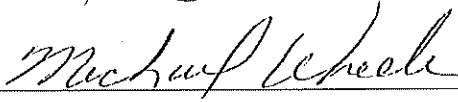
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, State of Ohio, that:

- SECTION 1. The Mayor and the Finance Director are authorized and directed to execute the "Community Cost-Share Agreement" with the Northeast Ohio Regional Sewer District for the Motor Road Drainage Improvements Project substantially in accordance with the agreement attached hereto as Exhibit "A", and incorporated herein by reference.
- SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.
- SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary for the Community Cost-Share Agreement to go into immediate effect so as not to delay the drainage improvements to Motor Road; wherefore, provided this Resolution receives the affirmative vote of two-

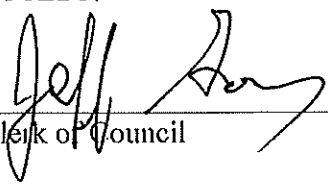
thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 9-29-2020

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 10/6/2020

ATTEST:  
  
\_\_\_\_\_  
Clerk of Council

**COMMUNITY COST-SHARE AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
VILLAGE OF RICHFIELD**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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 Village of Richfield (Village) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2021 (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 Village 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 Motor Road Drainage Improvement Project (the "Project") as a Community Cost-Share project proposed by the Village; 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 Village Obligations**

- 1.1 The Village 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 Village'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 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and Village for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the Village fails to maintain the Project in accordance with this Agreement, the Village shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the Village Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the Village's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

*This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORSD) Community Cost-Share Program in coordination with Village, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.*

- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
  - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 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 \$250,000.00 to the Village for the Project from the Village's Community Cost-Share Account.
  - 2.1.2    Provide reimbursement of funds up to \$250,000.00 to the Village within 60 days of receipt of a complete Request for Payment from the Village, 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 Village in presentations or publications related to the Project.

**Article 3.0**    **Dispute Resolution**

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

<b>District Representative</b>	<b>Village Representative</b>
Watershed Team Leader	Village Service Director

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:

<b>District Representative</b>	<b>Village Representative</b>
Director of Watershed Programs	Mayor

- 3.3    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.

- 3.4 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**

- 4.1 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 laws of the State of Ohio.

**Article 5**      **Counterpart Signatures**

- 5.1 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**

- 6.1 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**

- 7.1 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**

- 8.1 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" – Village Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

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

**VILLAGE OF RICHFIELD**

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

Title: \_\_\_\_\_

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

**VILLAGE OF RICHFIELD**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:

Cyrus L. Patton  
Associate 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.

# 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:

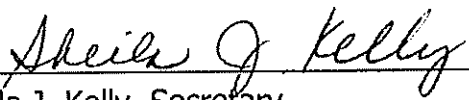
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

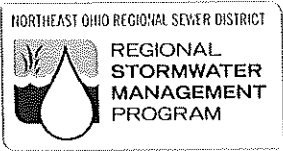
On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.

  
\_\_\_\_\_  
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: Village of Richfield

Primary Project Contact: Christopher J. Papp P.E., Director of Service  
(Name & Title)

Mailing Address: 4410 W Streetsboro Road  
Richfield, OH 44223

Phone Number: 330-659-9201 Ext 500

Email: cpapp@richfieldvillageohio.org

### Project Information

Project Title: Motor Road Drainage Improvements

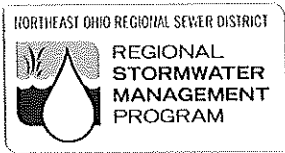
Address or Location of Project: Motor Road from Ratener Road south to  
the outlet ditch (approximately 1,000')

Project Start Date: Winter 2020

Project End Date: Summer 2021

Community Cost-Share Fund Request: \$250,000.00

Submission Date: 7/24/2020



## **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.

The Motor Road Drainage Improvement project includes approximately 1,000 feet of storm sewer ranging in size from 24-inch to 12-inch on the west side of Motor Road. The upstream end of system starts at Ratener Road and the project end at the outlet ditch approximately 1,000 feet south. The project includes surface water inlets. The existing storm system is undersized and has areas of deep open ditches very close to the road.

See the attached schedule for the project.

There are no permit requirements for this project. The work is completely within the Village's right of way.



**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 Village's Service Department will provide the on-going and long term maintenance for the project's infrastructure. The storm system is adjacent to a public road making equipment access readily available.

All storm inlets are checked on a one to two month interval for clogs and obstructions.

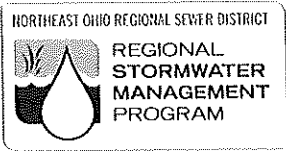


**3) Visibility and Public Outreach: (500 word maximum)**

Public outreach is required if appropriate for your project.

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

This project has been discussed for years in public Council meetings. This project has been on the Village's capital improvements list for several years. All Council meetings are open to the public and to public comment.

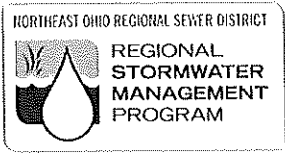


4) **Budget Summary** (500 words maximum)

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.

Please see the attached cost itemized estimate. The Village has retained GPD Group to complete the design drawings. Construction management will be completed by the Village and QCI personnel for inspections. The Village is covering the engineering, construction management, and inspection costs. The Village is requesting community cost share funds to cover the cost of construction.



**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](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	35,000.00	Engineering and Inspection (GPD Group & QCI)
Personnel <i>(Member Community staff only)</i>		
Subcontract	215,000.00	Construction
Equipment		
Materials		
Other		
<b>TOTAL</b>	<b>\$ 250,000.00</b>	

***[FOR NEORS D USE]***

**CONTRACT NO.**

**CERTIFICATION**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

VILLAGE OF RICHFIELD

FOR

COMMUNITY COST-SHARE PROJECT:

MOTOR ROAD DRAINAGE IMPROVEMENT  
PROJECT

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.

---

Total Approximate Cost:           \$250,000.00

---

---

CHIEF FINANCIAL OFFICER

---

---

Date

---

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

---

CHIEF LEGAL OFFICER

---

---

Date

---

**Budget Center 8100**