

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, APRIL 6, 2021
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. SEWER AND DRAINS FUNDING (Councilman Orcutt) - PER COUNCIL PRESIDENT VECCHIO.
2. REQUEST APPROVAL FOR A CONDITIONAL USE PERMIT TO EXPAND THE ADJACENT PROPERTY OPERATIONS PROVIDING ADDITIONAL TRUCK/TRAILER PARKING AT 16161 BROOKPARK ROAD LOCATED IN THE U7-B DISTRICT UPON THE DEMOLITION OF THE EXISTING STRUCTURE ON SITE (Councilman Orcutt) - PER COUNCIL PRESIDENT VECCHIO. **Note:** If request is approved by City Council a **motion** would be needed to have the proper legislation (Resolution) drafted.

IV. FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2021 ENERGIZED COMMUNITY GRANT(S) FUND AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

V. SERVICE COMMITTEE - CHAIRMAN, SALVATORE:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF BROOK PARK, FOR THE STORMWATER MCM #6 IMPLEMENTATION AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella.

VI. ADJOURNMENT:

Posted: 04/2/21



City of Brook Park

Michael D. Gammella, Mayor

Building Department

MEMO

To:	Michelle Blazak, Clerk of Council
Cc:	Carol Horvath, Law Director File
From:	Katie Colson, BZA/PC Secretary
Date:	03/23/21
Re:	Planning Commission Approval

The following request was approved at the Thursday – March 18, 2021 Special Planning Commission meeting, with the conditions outlined, and should be forwarded to City Council for final action:

1. Request approval for a Conditional Use Permit to expand the adjacent property operations providing additional truck/trailer parking at 16161 Brookpark Road located in the U7-B District upon the demolition of the existing structure on site. **Agent: Roman Zakharchuk**

** If approved by the Planning Commission, this request will be forwarded to City Council for final action*

CONDITIONS:

1. Demolition of existing building on site to commence within five (5) months
2. Ten Foot (10') front setback with landscaping to be provided along frontage (Brookpark Road)
3. Black ornamental fencing to be installed along frontage (Brookpark Road)
4. Security lighting to be installed at site
5. Parking lot to be appropriately striped
6. Conditional Use Permit is non transferable
7. Conditional Use Permit is valid for a five (5) year term

P/C
CA PRIOR 4-6-21
1st R _____
2nd R _____
3rd R _____

AGENT:

Roman Zakharchuk
7603 Clinton Road | Cleveland | Ohio | 44144
Phone: 440-336-2501
Email: roman@cox.net





MEMO

TO: Ted Hurst, Building Commissioner

FROM: Edward R. Piatak, P.E., Consulting City Engineer

DATE: March 3, 2021

SUBJECT: 16161 Brookpark Road - Brook Park Leasing, LLC (Special Planning Commission 3/18/21)

CC:

Mr. Hurst:

I have reviewed the Planning Commission Application for 16161 Brookpark Road, Brook Park Leasing, LLC (dated February 18, 2021) and offer the following comments:

1. No plans or detailed drawings were included with my copy of the Application for review.
2. Project shall conform to the applicable Stormwater Management regulations. Calculations shall be included with final plan submittal to the Building Department for review and approval.
3. Parking lot setbacks shall be in conformance with Zoning Code.
4. Concrete curbing should be installed around perimeter of parking areas, in accordance with the Code.
5. Appropriate landscaping features and fencing shall be included/detailed on final plans.

Please call me if you have any questions or require additional information.

EUTHENICS, INC.

Edward R. Piatak, P.E.
Consulting City Engineer

Encls.

F:\Jobs\187\Misc-Plans\2021 Plan Reviews\01 Planning Commission\03B March Special\Hurst Memo 030321.docx

OFFICERS

A. R. PIATAK, PE, PRESIDENT • E. R. PIATAK, PE, VICE PRESIDENT, TREASURER • D. T. BENDER, PE, SECRETARY

ASSOCIATES

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3-16-21 Finance
CA 4-6-21
1st R
2nd R
3rd R

CITY OF BROOK PARK, OHIO

ORDINANCE NO. _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING ALL ACTIONS NECESSARY TO
ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
2021 ENERGIZED COMMUNITY GRANT(S) FUND,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park, County of Cuyahoga, Ohio (the "Grantee") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2021 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Grantee has previously entered into a Grant Agreement with NOPEC, Inc., to receive one or more NEC Grant(s); and

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Brook Park, State of Ohio that:

SECTION 1: The Council of the Grantee (the "Council") finds and determines that it is in the best interest of the Grantee to accept the NEC Grant(s) funds.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions 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 Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and to accept NOPEC's grant(s) for 2021; therefore, provided this Ordinance receives the affirmative vote of at least (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____


PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW



NOPEC Energized Community (NEC) Grant 2021 Program Policies

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2021, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Economic Development Director (EDD) will have oversight and day-to-day management responsibility for the program.

Deadlines: NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2021. All grant funds must be secured by October 31, 2021. Secured funds include applications approved to escrow funds or complete a project. Any grant funds not accepted, with an approved community profile by June 30, 2021, or secured through the application process by October 31, 2021, will be returned to the grant pool.

Eligibility and Notification: Existing NOPEC member communities enrolled in both gas and electric on January 1 will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of metered accounts of the previous calendar year. If an existing community was not enrolled for both quarters of the previous year, an average of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum community grant amount will not be less than \$250.00, Member counties and regional council of governments (COG) will also receive grants based on the communities and programs enrolled through the county or COG

membership. Grants will be calculated using the same averaging method as the community grants. County and regional COG members will receive [\$1.50] for gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities, regional COG and counties will be notified by letter in January of the grant amount available for its use. Each community must enter into a grant agreement, if it has not already done so, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the application and disbursement request processes, will be completed and submitted online.

Processing: The first step for the NEC grant program is creating a community profile in the on-line grant program for a new community. Communities that completed this step in a previous year should review the profile and update the information, as needed.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant. Communities that are receiving a grant for the first time will also execute and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2021. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete the application process to qualify a project for grant funds. New applications will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., project quotes) should be attached, if available. All applications must be submitted electronically in the grant system.

Staff will review each application to determine if it meets the criteria and formally approve each project funded. Communities may begin the project during the review process but it does not guarantee funding approval. Projects that are determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible projects include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Street lights and traffic lights are also eligible, if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by battery, gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging

stations and emergency generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefitting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional projects are eligible. Each community must apply for its own grant funds in a multi-jurisdictional project. Non-NOPEC members may be part of a multi-jurisdictional project but will not be eligible for any grant funds from NOPEC.

If a community completed a project that meets the eligibility requirements within the previous calendar year it may submit that project for the grant. Communities may also choose to escrow the grant award (or a portion of it) for a future year, but the escrow period is not to exceed an additional two years from the original grant year.

If a member community conducts an energy audit for the proposed project, the community may obtain the audit service through NOPEC's Energy Advisor audit program. Audit costs may be defrayed with grant funds, whether obtained through NOPEC's program or contracted with a third party. The audit must be performed by a credentialed professional.

Once the application is reviewed and approved, the community will receive written confirmation. Each approved project will become an exhibit to the Grant Agreement.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or projects, in accordance with local requirements, with qualified professionals. Monthly disbursements will be made for approved projects until the funds have been depleted, with a minimum disbursement amount of \$5,000 for interim disbursements. For projects of \$5,000 or less, the grant will be disbursed upon project completion. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. All disbursements for an approved project must be requested no later than the year following the original grant year. Projects approved for the 2021 grant year cycle must request all disbursements before December 10, 2022.

This is not a reimbursement grant, i.e. communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) for each approved application with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed, or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests. The EDD will review all disbursement requests and submit them for

processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person.

Any grant dollars, including balances, not applied for or escrowed by the community by October 31 of the current grant year will be forfeited by the community and returned to the grant pool. The grant term will be for calendar year 2021. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The EDD will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program shall be final, conclusive and binding on all grant recipients.

**NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)
ENERGIZED COMMUNITY GRANT PROGRAM
(2021 NEC GRANT(S))**

ORDINANCE¹

AN ORDINANCE AUTHORIZING ALL ACTIONS NECESSARY
TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL
(NOPEC) 2021 ENERGIZED COMMUNITY GRANT(S) FUNDS

WHEREAS, the [CITY OR VILLAGE] of _____, Ohio (the "GRANTEE") is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant(s) for 2021 ("NEC Grant(s)") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the GRANTEE has previously entered into a Grant Agreement with NOPEC, Inc. on _____ [DATE] to receive one or more NEC Grant(s).

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY/VILLAGE OF _____, COUNTY OF _____, AND STATE OF OHIO, THAT:

SECTION 1. This Council of the GRANTEE (the "Council") finds and determines that it is in the best interest of the GRANTEE to accept the NEC Grant(s) for 2021, and authorizes the Mayor to accept the NEC Grant(s) funds.

SECTION 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor of the GRANTEE.

DATED ADOPTED: _____, 2021

President of Council

Submitted to the Mayor for his/her
Approval on this _____ day of
_____, 2021

ATTEST:
this _____ day of _____, 2021

Approved by the Mayor
_____, 2021

Clerk of Council

Mayor, City/Village of _____

¹ NOTE THAT THIS IS A MODEL FORM. EACH MUNICIPALITY (AND OTHER POLITICAL SUBDIVISION) MUST COMPLY WITH ITS CHARTER AND ANY SPECIFIC LOCAL RULES, PROCEDURES AND ORDINANCES.

ATTEST:

Fiscal Officer of the Council of
_____[CITY/VILLAGE], Ohio

I, _____, as Fiscal Officer of the Council of _____
[CITY/VILLAGE] of _____ County, State of Ohio, do hereby certify that the foregoing
is a true and correct copy of Ordinance No. _____ adopted by the Council of said
_____[CITY/VILLAGE] on the ____ day of _____, 2021.

Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects.

Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.

Steps to Securing your Grant Dollars

1. Submit Profile - Due by June 30th

- A. Accept funds by passing community legislation
- B. Sign grant agreement if you did not enter into one in 2020

2. Submit Application - Due by October 31st

Communities can submit multiple applications for projects and/or escrow funds. Please make sure your entire available balance is secured.

Questions? Contact Jessica Chiano at 440.249.7072 or grants@nopec.org.

Ideas for 2021 Grant Projects

Grants can be used for government, residential and commercial properties. Here are some examples of what you can use for your grant dollars:

- LED signs
- Traffic signal upgrades
- Insulation
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances



2021 NEC Grant vs. Community Sponsorship

NEC Grant		Sponsorship
January 25, 2021	Program Start	December 1, 2020
CEO/CFO by physical mail and email	Notice Recipient	CEO/CFO by physical mail and email
Jessica Chiano 440.249.7072 grants@nopec.org	Contact Person	Courtney Freyhauf 440.249.6114 sponsorships@nopec.org
www.nopecgrants.org	Website	www.nopecsponsorships.org
1. Profile 2. Application 3. Disbursement	Process	1. Profile 2. Request Form 3. Disbursement
Profile is due June 30 Application is due October 31	Deadline	June 30
Energy-efficiency or infrastructure projects	Eligible Activities	Non-religious, non-political public events
HVAC, lighting, roofing, windows, solar, etc.	Examples	Family fun days, fireworks

3-16-21 Service
CA 4-6-21 CPT
1st R _____
2nd R _____
3rd R _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORSO)
AND THE CITY OF BROOK PARK, FOR THE STORMWATER MCM #6
IMPLEMENTATION, AND DECLARING AN EMERGENCY

WHEREAS; THE City of Brook Park entered into a regional
Stormwater Management Program Service (SMP Service Agreement) as
evidenced by Ordinance No. 10032-2016, passed August 2, 2016 and

WHEREAS, as a component of implementing a regional stormwater
management program a "Community Cost-Share Account" has been
created; and

WHEREAS, the Community Cost-Share Account is to provide
funding to assist the City of Brook Park with the District approved
project; and

WHEREAS, the District supports the Community Cost-Share
project proposed by the City of Brook Park to clean approximately
300 stormwater catch basins and dispose of the approximately 400
cubic yards of materials. The City will use BFI Lorain Co. Landfill
to test and dispose of the solid waste that is removed from the
catch basins. The catch basin cleaning will be done during the
spring and fall of 2021 and be completed by December 2021; and

WHEREAS, the City will street sweep approximately 500 miles of
City streets three times during 2021; the City will use City
equipment and personnel to complete the work. The City will use
BFI Lorain Landfill to test and dispose of the solid waste that is
removed from the City streets; and

WHEREAS, no permits will be required to complete the work, the
materials will be tested by BFI to make sure it is appropriate for
disposal in a solid waste facility and not a hazardous waste
facility, and the work being performed will also satisfy the City's
SWMP under 2015-2019 MS4 Permit obligations; and

WHEREAS, the NEORS D will reimburse funds up to \$200,000.00 to the City for this project.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is authorized and directed to execute on behalf of the Municipality a Community Cost-Share project for the Stormwater MCM #6 Implementation, by and between the Northeast Ohio Regional Sewer District and the City of Brook Park, set forth in the Agreement attached hereto as Exhibit "1."

SECTION 2: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated for said purposes.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to enter into an Agreement for a Community Cost-Share Catch Basin Cleaning, Street Sweeping and Landfill testing and Safe Disposal with Northeast Ohio Regional Sewer District; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

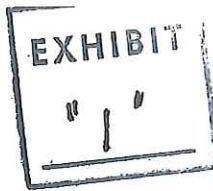
ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW



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

This Agreement is made and entered into this _____ day of _____, 2021, 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 Brook Park (City), 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 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 Stormwater MCM #6 Implementation 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 \$200,000.00 to the City for the Project from the City's Community Cost-Share Account.

2.1.2. Provide reimbursement of funds up to \$200,000.00 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	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:

District Representative	City Representative
Director of Watershed Programs	Mayor

- 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

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 BROOK PARK

By: _____

Title: _____

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

CITY OF BROOK PARK

Assistant/Director of Law

This Instrument Prepared By:

Cyrus 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.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF BROOK PARK

FOR

COMMUNITY COST-SHARE PROJECT:

STORMWATER MCM #6 IMPLEMENTATION

Total Approximate Cost: \$200,000.00

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

CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

CHIEF FINANCIAL OFFICER

Date

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*

**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of Brook Park

Primary Project Contact: Mr. Randy Garner
(Name & Title) Service Director

Mailing Address: 19065 Holland Road
Brook Park Ohio 44142

Phone Number: 216 433 7192

Email: rgarner@cityofbrookpark.com

Project Information

Project Title: Stormwater MCM #6 Implementation

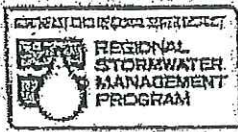
Address or Location of Project: 19065 Holland Road
Brook Park, Ohio 44142

Project Start Date: April 16, 2021

Project End Date: December 31, 2021

Community Cost-Share Fund Request: \$200,000.00

Submission Date: March 31, 2021



*Community Cost-Share Program
Application*

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 City would like to clean approximately 300 stormwater catch basins and dispose of the approximately 400 cubic yards of materials. The City will use BFI Lorain Co Landfill to test and dispose of the solid waste that is removed from the catch basins. The catch basin cleaning will mostly be done during the spring and fall of 2021 and be completed by December 2021.

Street Sweep approximately 500 miles of City streets three times during 2021. The City will use City equipment and personal to complete the work. The City will use BFI Lorain Co Landfill to test and dispose of the solid waste that is removed from the City streets.

No permits will be required to complete the work, the materials will be tested by BFI to make sure it is appropriate for disposal in a solid waste facility and not a hazardous waste facility. The work being performed will also satisfy the City's SWMP under its 2015-2019 MS4 Permit obligations.



*Community Cost-Share Program
Application*

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 maintain the streets and catch basins under its normal maintenance program and under its SWMP.



*Community Cost-Share Program
Application*

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)?

There is no planned public education and outreach events for this work, but the serve director will update the City Council during normal Council Meetings on the work that is being preformed. The meetings are open to the public.



Community Cost-Share Program
Application

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 City Service Director will submit cost reimbursement requests as the work is completed. The City will use its standard salary and fringe for employees and will show invoices and canceled checks for other cost such as landfill cost.

The City Service Director estimates the proposed work to cost + \$260,000.00 and will be performed during 2019. JMB
2021



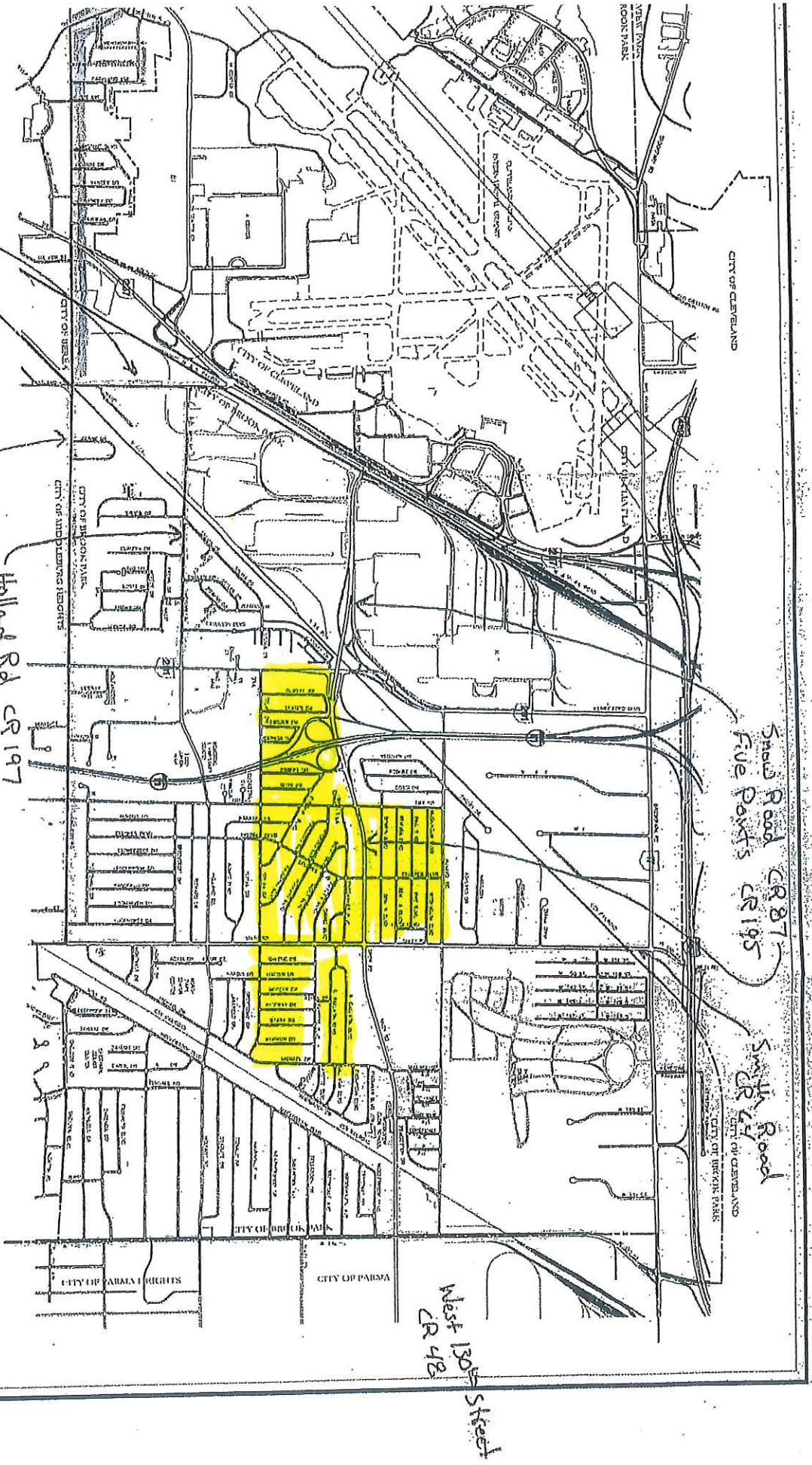
*Community Cost-Share Program
Application*

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/supplier_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		
Personnel (Member Community staff only)	155,000.00	Street sweeping and catch basin cleaning work
Subcontract	\$45,000.00	BFI Lorain CO Landfill to test and dispose of material
Equipment		
Materials		
Other		
TOTAL	\$ 200,000.00	



Shaw Road CR 87
Five Points CR 195

Smith Road
CR 47

West 130th Street
CR 48

Holland Rd CR 197
Sheldon Rd - CR 131



STREET MAP

CITY OF BROOK PARK

MAYOR MICHAEL D. GAMMELLA

CR 186



Reference material

Special
Special

P/C 5/3/16
CA 7/19/16
1st R 7/19/16
2nd R 8/2/16 amended
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10032-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR
TO ENTER INTO THE STORMWATER MANAGEMENT PROGRAM
SERVICE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL
SEWER DISTRICT FOR IMPLEMENTATION OF ITS REGIONAL
STORMWATER MANAGEMENT PROGRAM,
AND DECLARING AN EMERGENCY

WHEREAS, the Northeast Ohio Regional Sewer District (District), pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V of the District's Stormwater Management Code (Title V), is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to Member communities; and; and

WHEREAS, the district has been established as a regional governmental entity mandated to operate and maintain a Regional Stormwater System in the general area encompassing fully or partially the City of Brook Park; and

WHEREAS, flooding is a significant threat to public and private property; streambank erosion is a significant threat to public and private property, water quality, wildlife, and aquatic and terrestrial habitats; and inadequate stormwater management damages the water resources of Northeast Ohio, impairing the ability of these waters to sustain ecological and aquatic systems; and

WHEREAS, there is a manifest need for a watershed-based approach to stormwater management to effectively and efficiently plan, design, construct, and maintain long-term solutions to stormwater problems; and

WHEREAS, to ensure the consistent and coordinated delivery of District Regional Stormwater Management Program services within the City of Brook Park, a Stormwater Service Agreement between the District and the City of Brook Park is required.

Reference Material

Reference material

Reference material

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio:

SECTION 1: That this Council hereby authorizes the Mayor to enter into a Stormwater Management Program Service Agreement with the Northeast Ohio Regional Sewer District for implementation of its Regional Stormwater Management Program to ensure the consistent and coordinated delivery of District Stormwater Management Program services within the City of Brook Park.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a Stormwater Management Program Service Agreement with the Northeast Ohio Regional Sewer District; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED:

August 2, 2016

PRESIDENT OF COUNCIL

ATTEST:

Michelle Blazak
Clerk of Council

APPROVED:

MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DIRECTOR OF LAW

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 16032-2016

passed on the 2nd day of August 2016 by said council,

Michelle Blazak
Clerk of Council

Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 16032-2016 in the municipality and that publication to the foregoing ordinance/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location: City Hall 6161 Engle Road, Police Station, 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing August 10, 2016
Michelle Blazak
Clerk of Council

Troyer
Maneini
Powers
Scott
Burgio
McGinnis
Salvatore

Yea	Nay
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Reference material