

CITY OF BROOK PARK, OHIO

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W/C

ORDINANCE NO. 11382-2024

INTRODUCED BY: MAYOR ORCUTT

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A  
MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM  
AGREEMENT WITH NORTHEAST OHIO REGIONAL SEWER  
DISTRICT FOR THE SHELDON ROAD AND 5856 WEST 130<sup>TH</sup>  
STREET SEPTIC SYSTEMS ABATEMENT DESIGN PROJECT,  
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brook Park (the "City") submitted an application for the Sheldon Road and 5856 West 130<sup>th</sup> Street Septic Systems Abatement Design Project to be considered by the Northeast Ohio Regional Sewer District (the "District") in the 2024 Member Community Infrastructure Program (MCIP), dated May 12, 2023; and

WHEREAS, the District Board of Trustees unanimously adopted Resolution No. 203-23 on August 3, 2023 which authorizes the District to enter into agreements with the respective Program applicants listed in Tables 1 and 2 for the projects and amounts identified therein; and

WHEREAS, the Sheldon Road and 5856 West 130<sup>th</sup> Street Septic Systems Abatement Design Project was identified in Table 1 of said District Resolution No. 203-23; and

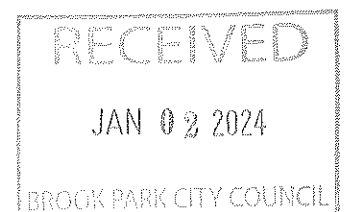
WHEREAS, the District has prepared an Agreement for the execution of the Design Project and is included as Attachment A; and

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

**SECTION 1:** The Mayor is hereby authorized to execute on behalf of the City the Member Community Infrastructure Grant Program Agreement (Attachment A).

**SECTION 2.** Consulting City Engineer (Euthenics, Inc.) is hereby authorized to provide the engineering design services for the Project as detailed in Exhibit "D" of the Grant Program Agreement. Payment for the services will also be in accordance with said Exhibit "D".

**SECTION 3.** The money needed for the aforesaid transaction shall be paid from Fund 401, of which will be reimbursed up to 75% by the District in accordance with the Grant Program Agreement, in an amount not to exceed \$112,840.00.

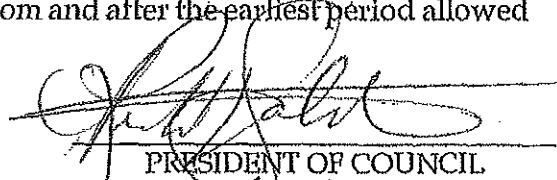


**SECTION 4:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

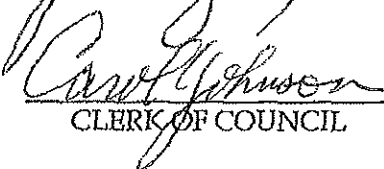
**SECTION 5:** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and authorizing the Mayor to enter into a Grant Program Agreement for the Sheldon Road and 5856 West 130<sup>th</sup> Street Septic Systems Abatement Design Project with the 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:

January 16, 2024

  
PRESIDENT OF COUNCIL

ATTEST:

  
CLERK OF COUNCIL

APPROVED:

  
MAYOR

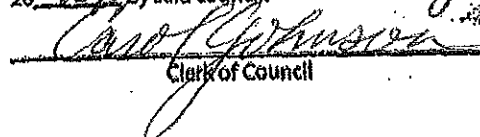
01/16/24  
DATE

**CERTIFICATE**

Carol Johnson, 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

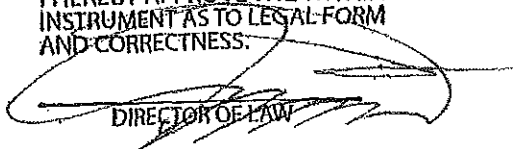
No. 11382-2023

passed on the 16 day of January  
20 24 by said council.

  
Clerk of Council

	Yea	Nay
Troyer	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mencini	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roberts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McCorkle	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Polindexter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DUFOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

  
DIRECTOR OF LAW

# ATTACHMENT A

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF BROOK PARK  
FOR  
SHELDON ROAD AND 5856 WEST 130<sup>TH</sup> STREET SEPTIC SYSTEMS ABATEMENT  
PROJECT**

**DESIGN ONLY**

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2024 ("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. 203-23, adopted by the District's Board of Trustees on August 3, 2023 (Exhibit "A"), and the City of Brook Park ("Member Community"), a political subdivision of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2023 (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 and other qualifying political subdivisions for sewer infrastructure projects 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 Sheldon Road and 5856 West 130<sup>th</sup> Street Septic Systems Abatement Project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

#### **Article 1. The MCIP Project**

- 1.1. The MCIP Project. The Member Community will manage a Design Only MCIP Project, which generally consists of new sanitary sewers and eliminating septic systems, as set forth in Exhibit "D."
- 1.2. Compliance with District's Code of Regulations. The MCIP Project shall be designed 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 and/or storm sewer infrastructure problems.
- 1.3. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative 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 Representative in writing.
- 1.4. 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.

#### **Article 2. Design of the MCIP Project**

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design. The Member Community shall submit the final MCIP Project design plans to the District Representative, Brian Page, at [paigeb@neorsd.org](mailto:paigeb@neorsd.org), in a timely manner that provides the District with at least fifteen (15) business days to review.



- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3. Final Design. The Member Community shall provide to the District Representative the final design, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.4. District Request for Progress Meetings. The Member Community agrees to meet with the District to review the MCIP project status and progress, as may be requested by the District.

### **Article 3. Project Costs and Funding**

- 3.1. District Funds. The District agrees to pay the Member Community an amount not to exceed Eighty-Four Thousand Six Hundred Thirty Dollars (\$84,630.00) (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 4. The anticipated disbursement amount for calendar year 2024 is \$84,630.00. The District shall withhold five percent (5%) or \$ 4,231.50 of the District Funds until the District receives the final MCIP project design drawings and the match obligation has been met as outlined in Section 3.2 below.
- 3.2. Member Community Funds.
  - 3.2.1. The Member Community shall provide 25% non-District matching funds for the MCIP Project that may include cash and/or in-kind contributions ("Member Community Funds"). Funds acquired by the Member Community from previous District awards cannot be counted as a match. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds. Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds.
  - 3.2.2. 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. This certification is attached hereto as Exhibit "E."

3.2.3. Each invoice submitted for disbursement to the District in accordance with Section 3.3 below shall include the percentage of the Member Community Funds committed by the Member Community as matching funds for the MCIP Project.

3.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2024 and in accordance with the project schedule requirements set forth in Article 4. In accordance with the provisions of this Agreement, the District shall disburse directly to the Member Community the eligible MCIP Project expenses based upon 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 Policy, Process, and Procedures, attached hereto as Exhibit "F." All disbursement requests must include the Payment Request Accuracy Verification and Progress Report (the "PRAV"), attached to this agreement as Exhibit "G."

3.3.1. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. At the request of the District, the Member Community shall submit proof of payment to its consultant within thirty (30) days. Should the Member Community fail to submit such proof within thirty (30) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

3.3.2. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.

3.3.3. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the 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 will be submitted upon request together with any other compliance information which may be reasonably required.

3.3.4. 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.

3.3.5. The Member Community will provide a copy of the professional services agreement with the first direct disbursement request.

3.3.6. Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2024 for work completed January 1, 2024– March 31, 2024;
- Second Request: Due July 31, 2024 for work completed April 1, 2024 - June 30, 2024;
- Third Request: Due October 31, 2024 for work completed July 1, 2024 – September 30, 2024;
- Fourth Request: Due January 31, 2025 for work completed October 1, 2024 – December 31, 2024;

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

3.3.8. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the PRAV and progress report form provided as Exhibit "G" and available at: <http://www.neorsd.org/mcip.php>.

3.4. 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 for direct disbursement by the District.

3.5. 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.

- 3.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 3.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

#### **Article 4. Project Costs and Funding**

- 4.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

#### **Article 5. Term**

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

#### **Article 6. Dispute Resolution**

- 6.1. 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.
- 6.2. 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
Director of Watershed Programs	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 Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Mayor

6.3. 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 6.2 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.

6.4. 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 7, Remedies, below.

#### Article 7. Remedies.

7.1. 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 8. Notifications

8.1. 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
Grant Programs Administrator II	City Engineer

#### **Article 9. Release of Liability**

- 9.1. 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 Member Community.

#### **Article 10. Miscellaneous**

- 10.1. 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 support, including maintenance of the Member Community's MCIP project from the District.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

- 10.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 10.6. 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.
- 10.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 10.8. 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.
- 10.9. 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.
- 10.10. 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.
- 10.11. 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 11. 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"	Member Community's Authorizing Ordinance
Exhibit "C"	Request for MCIP Proposals
Exhibit "D"	Member Community's MCIP Application
Exhibit "E"	Member Community's Certification of Funds
Exhibit "F"	MCIP Policy, Process, and Procedure
Exhibit "G"	Payment Request Accuracy Verification and Progress Report ("PRAV")

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

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

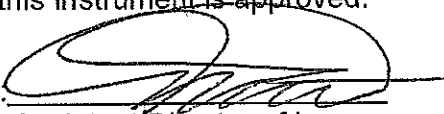
By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF BROOK PARK**

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

The legal form and correctness  
of this instrument is approved.

By:   
Assistant/Director of Law  
City of Brook Park

Date: December 6, 2023

This Instrument Prepared By:

\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

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

**[FOR DISTRICT USE ONLY]**

AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT  
WITH  
CITY OF BROOK PARK  
FOR  
2024 MEMBER COMMUNITY  
INFRASTRUCTURE PROGRAM  
PROJECT:  
SHELDON ROAD AND 5856 WEST  
130<sup>TH</sup> STREET SEPTIC SYSTEMS  
ABATEMENT PROJECT

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Total Approximate Cost:     \$84,630.00

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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

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Date

# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 203-23

AUTHORIZATION TO ENTER INTO AGREEMENTS WITH MEMBER COMMUNITIES TO FUND SEVENTEEN (17) MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROJECTS FOR THE 2024 ROUND OF FUNDING, AS PRESENTED, IN THE TOTAL AMOUNT NOT-TO-EXCEED \$14,900,964.98.

**WHEREAS**, on February 16, 2023, the Board of Trustees adopted Resolution No. 64-23, authorizing the District to implement the 2024 Member Community Infrastructure Program ("MCIP") (the "Program") and to issue a Request for Proposals (RFP) for the Program;

**WHEREAS**, the Watersheds Program Department received twenty (20) proposals for the Program;

**WHEREAS**, The District recommends entering into agreements with the respective grant applicants listed below in Table 1 and Table 2 in the total amount not-to-exceed Fourteen Million Nine Hundred Thousand Nine Hundred Sixty-Four and 98/100 Dollars (\$14,900,964.98); and

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

**Section 1.** That this Board hereby authorizes the District to enter into agreements with the respective Program applicants listed in Tables 1 and 2 below for the project and amount also identified therein, consistent with the Member Community Infrastructure Program Policy, in a total amount for all agreements not-to-exceed Fourteen Million Nine Hundred Thousand Nine Hundred Sixty-Four and 98/100 Dollars (\$14,900,964.98).

**TABLE 1. 2024 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM  
EQUITY INVESTMENT FOCUS AREA PROJECTS - RECOMMENDED FOR FUNDING**

Applicant	Project Title	Award
Maple Heights	Southwest Sewer District Sewer Repairs Phase 2	\$1,467,000.00
Maple Heights	Southwestern Sanitary Sewer District #2 Improvements (Western)	\$409,590.60
East Cleveland	Target Area Sewer Replacement - Phase 2	\$369,000.00
Newburgh Heights	Beta Avenue Reconstruction Project	\$2,075,287.50
Cleveland Division of Water Pollution Control	Brookside Boulevard Area Sewer Improvement Phase 2	\$1,575,000.00
Brook Park	Sheldon Road and 5856 West 130th Street Septic Systems Abatement Project	\$84,630.00
Garfield Heights	South Parkway Drive Reconstruction	\$1,228,425.00
TOTALS		\$7,208,933.10

**TABLE 2. 2024 MEMBER COMMUNITY INFRASTRUCTURE PROGRAM  
STANDARD PROJECTS - RECOMMENDED FOR FUNDING**

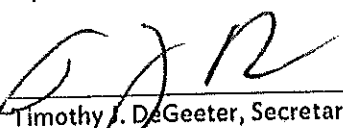
<b>Applicant</b>	<b>Project Title</b>	<b>Award</b>
Beachwood	Timberlane/Green Sanitary Relief Sewer Phase 1	\$1,600,000.00
Cleveland Heights	Hampshire Road Illicit Connections and SSO Control	\$999,625.00
Middleburg Heights	Indian Creek Sanitary Relief Sewer	\$2,200,000.00
Parma	Craigleigh Drive Septic Abatement Project	\$700,000.00
South Euclid	Rushton Road Infrastructure Improvement Project	\$312,682.00
Pepper Pike	Belgrave Road Septic Conversion Project	\$844,150.00
Summit County Sanitary Sewer Services	Q-186 Hudson Area-L SSO Elimination	\$597,658.83
Cleveland Heights	Control of SSO CH-30	\$75,100.00
Lorain County Commissioner	Forestview HSTS Abandonment	\$214,450.00
Walton Hills	Walton Hills Sanitary Sewer Study	\$148,366.05
<b>TOTALS</b>		<b>\$7,692,031.88</b>

**Section 2.** That this Board further finds that the Program serves a public purpose by assisting member communities with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

**Section 3.** That this Board hereby authorizes the Chief Executive Officer, at the request of the Director of Watershed Programs, to execute all documents and do all things necessary to effectuate the terms and conditions of the agreements authorized in Section 1.

**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 Mr. Sulik, seconded by Mayor Alai, by rollcall vote with abstention by DeGeeter, the foregoing resolution was unanimously adopted on August 3, 2023.

  
 Timothy J. DeGeeter, Secretary  
 Board of Trustees  
 Northeast Ohio Regional Sewer District

# EXHIBIT B

(Insert Member Community  
Ordinance/Resolution)

# EXHIBIT C



**Northeast Ohio Regional Sewer District  
2024 Member Community Infrastructure Program  
Request for Proposals  
March 2023**

**Introduction**

The Northeast Ohio Regional Sewer District (District) through the Member Community Infrastructure Program (MCIP) will fund local communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant 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 direct disbursement basis directly to the grantee based on MCIP project costs, conditioned on the District's prior approval of the design and/or 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 Sanitary Sewer Overflows (SSO) and Illicit Discharges:** Projects necessary to mitigate separate sanitary sewer overflows and illicit discharges.
- **Projects to Mitigate Infiltration & Inflow (I/I):** Projects necessary to address inflow and infiltration problems, including but not limited to, rehabilitation or separation 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 should 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.
- **Projects that Separate Over/Under Sewers:** Complete separation of common trench over/under sewers, with new infrastructure to transport storm and/or sanitary flows.

To ensure project eligibility, communities should schedule a pre-proposal meeting prior to submitting a proposal. Details on scheduling a pre-proposal meeting are found under the Pre-Proposal Meeting section of this document.

**Ineligible Projects**

MCIP funds should not be used for any project that causes, accelerates, or contributes to water quality degradation or water quantity issues that increase flooding, 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 proposal 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. The applicant is responsible for evaluating any potential downstream or upstream impacts of the proposed work on other users, or on the level of service of the infrastructure.

**Project Requirements**

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

- Reduce water quantity issues and/or address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the applicant 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.
- Design-only projects must complete design within 12 months of MCIP Project Agreement start.
- Design/Construction projects must reach construction completion within 24 months of a signed MCIP Project Agreement. The District will consider projects that may go beyond 24 months, but this should be discussed with the District at a pre-proposal meeting.
- Construction-only projects must include professional engineer stamped design drawings at the time of application, and construction activity must be complete within 12 months of a signed MCIP Project Agreement.
- Include at least 25% non-District matching funds dedicated to the project. These funds may include cash and/or in-kind sources. For example, costs associated with road rehabilitation in which MCIP funding is proposed for sanitary or combined sewer replacement or rehabilitation may be captured as non-District matching funds. Community Cost Share (CCS) may be used in accordance with CCS policy as community match. In addition, the following project costs may be captured to meet this 25% non-District matching fund requirement:

- Personnel: Fully-loaded 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.
- Planning and design costs directly related to the project that were incurred prior to the submittal of a project proposal that have a material benefit to the proposal. These costs include, but are not limited to CCTV costs, manhole inspection costs, pre- construction performance verification activities (i.e. flow monitoring, water quality sampling), and engineering services such as surveying, design engineering, and cost estimating. Itemization and documented proof of these costs is required to be submitted with the proposal for consideration.

All funds must be approved as eligible by the District for the 25% non-District match requirement. Funds acquired from previous District awards cannot be used as match. Communities should contact the District's Grant Programs Administrator to assess if the funding source is eligible.

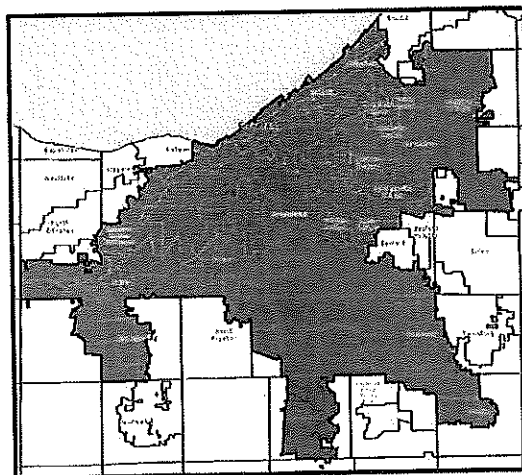
The District, at its sole discretion, may waive the 25% requirement for a community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a community in fiscal caution, watch, or emergency as defined by the Office of the Auditor of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

### **Equity Investment Focus Areas**

The District will designate separate funding for the award of projects within Equity Investment Focus Areas (EIFA). For the purposes of this RFP, EIFA is defined as those areas within the District's sanitary sewer service area that are included in a census tract with high poverty levels. Households earning less than 250% of the Federal Poverty Level (FPL) are eligible for the District's Affordability Program. This criterion (FPL) is based on 2021 Census Data regarding Median Household Income and Average Household Size.

A 25% match is still required for projects within an Equity Investment Focus Area. A map delineating the EIFA can be viewed at the following link: <https://arcg.is/0e5v15> or in Figure 1 below.

**Figure 1: Equity Investment Focus Areas (in green)**



**Terms of Grant Funding**

The MCIP is a direct disbursement grant and payment will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2024. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support direct disbursement. Refer to the District's *MCIP Policy, Process, and Procedures* document for additional information on direct disbursement.

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

**Project Performance Verification**

The District will require project performance verification to demonstrate how the project is functioning. Verification activities and data collection may include reporting, pre- construction rainfall and flow monitoring, water quality sampling, and modeling or other type of evaluation, such as Rainfall Derived Inflow and Infiltration (RDII) determination depending on the type of project. Beginning with projects awarded in 2024 that address I/I reduction or elimination, communities will only be responsible for pre-construction flow monitoring (which can also be completed as part of design), as opposed to both pre- and post-construction. Performance Verification Guidelines on the type of pre and/or post construction monitoring, sampling and evaluation are provided at:

[https://www.neorsd.org/!Library.php?SOURCE=library/Performance%20Verification%20Tech%20Guidance.pdf&a=download\\_file&LIBRARY\\_RECORD\\_ID=7540](https://www.neorsd.org/!Library.php?SOURCE=library/Performance%20Verification%20Tech%20Guidance.pdf&a=download_file&LIBRARY_RECORD_ID=7540)

Communities should review the guidelines and include their anticipated method(s) of data collection, project verification and the estimated associated costs in their proposal. It is the applicant's responsibility to ensure that no negative impacts will occur as a result of the proposed project through investigations, modeling, or other analysis.

**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, identification of broken pipes, 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 is recommended. Only provide a high-level summary spreadsheet that details the sewer system's condition. If available, please provide photo or video proof of major defects with detailed documentation indicating defect(s).

Due to deficiencies commonly experienced with Over/Under sewer configurations (deteriorating, leaky, contribute high I/I and are difficult to maintain), Over/Under systems will automatically be scored 30 points in the Infrastructure Condition category.

**Table 1. Rating System for Structural Infrastructure Condition.**

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

**Note:** To validate condition rating, photo/video evidence or a structural PACP/MACP report must be submitted.

For projects where the infrastructure condition is unknown, the infrastructure condition will be assessed and scored based on age and/or common trench configuration, using Table 2. Trench type can be verified through photo documentation, Local Sewer System Evaluation Study report(s), or as-built drawings detailing the configuration. Applications should include documentation verifying age of infrastructure, as well as any additional qualitative or historical information that can confirm the current condition.

**Table 2. Rating System for Unknown Structural Infrastructure Condition**

Condition Rating	Description	Score
Failed	50 years or older, and/or an Over/Under configuration	30
Critical	40-49 years and/or Over Under or Dividing Wall configuration	24
Poor	30-39 years and/or common trench	18
Fair	20-29 years and/or common trench	12
Good	10-19 years	6
New	Less than 10 years	0

For projects proposing to remove/eliminate failing HSTSs, the infrastructure condition will be assessed using Table 3. Information that expands on the description should be provided with the proposal to assist with the scoring of this category.

**Table 3. 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

**NOTE: Projects proposing to remove/eliminate failing HSTSs must provide:**

- Documentation that the area the community is targeting is part of an approved prescription of the Municipality's 208 Plan, or
- A feasibility study for removal has been completed, or
- A letter and/or agreement with the property owners or for the sanitary sewer assessment has been executed.

**2. Water Quality and Quantity Impacts on Human Health and the Environment (35%)**  
Demonstrate the effects of the project on water quality and quantity. The water quality and quantity impacts will be assessed using Table 4. Responses should be formulated that provide clarity to the following questions:

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- How many verified homes, businesses, or other occupied structures will see a benefit from this project?
- How will the proposed project eliminate or reduce the water quality/quantity impact?
- How will the proposed project mitigate the potential for unregulated release of sewage to the environment.

Information that verifies and quantifies the water quality and quantity issues should be provided with the proposal and appropriately referenced within the response (e.g., page or document reference). Examples of project type and corresponding, supporting evidence include but are not limited to the following:

- HSTS /Illicit Discharge Elimination
  - Findings & Orders or Public Nuisance issued (e.g. Board of Health, Ohio EPA)
  - Sampling data supporting water quality deficiency issues (e.g. *E. Coli*, Pollutant Load)
  - Regulatory agency mandates citing deficiencies
  - Documentation of failing HSTS
- Basement Flooding Elimination
  - Documentation of reported flooding events such as:
    - Household surveys with addresses and details of flooding event
    - Call logs with flood event dates
    - Photos of event

- Desktop or hydrologic/hydraulic modeling results (hydraulic grade line, projected basements at-risk)
- Combined Sewer Overflow (CSO)/ Sanitary Sewer Overflow (SSO) Elimination/Reduction/Control
  - Monitoring results
  - Modeling results (Overflow volume, number of activations, dates)
  - Sampling data supporting water quality deficiency issues (e.g. *E. coli*, Pollutant Load)
- I/I Reduction, Elimination
  - Dye testing
  - Smoke testing
  - CCTV
  - Peak flows identified from modeling or study (District Local Sewer System Evaluation Study (LSSES) or other study)
- Common Trench Rehabilitation - Trench Type Verification
  - Photographs
  - Design plans
  - CCTV
  - Dye Testing
  - Smoke Testing

**Table 4. Rating System for Water Quality/Quantity Impacts\***

Water Quality and Human Health Issue	Description	Score Range	
		Low	High
Failed HSTS, Illicit Discharge	Removal of a continuous source of water quality impairment during wet and dry weather	11 < 40 units	20 > 200 units
Basement Flooding	Reducing intermittent and direct water quality impairments to human health and private property	11 <10 basements	20 > 20 basements
CSO/SSO	Removal of wet weather source of water quality impairment	6 Unknown effect of project	10 Modeled quantity and/or multiple locations
Inflow/Infiltration	Conserving capacity in the common trench/separate sewer system	1-5 Sliding scale depending on severity of I/I	
Common Trench	Work varying from minimum rehabilitation to full separation	1-5	
Documentation			
Problem(s) is/are verified through documentation		1-10	

\*35 points scoring maximum

**3. Project Provides Source Control of Stormwater (10%)**

Project demonstrates source control of stormwater by preventing (removal) or controlling (detention/retention) stormwater from entering the combined or separate sanitary sewer system. To be considered for points under this criterion, the applicant will have to show volume reduction and/or peak rate control of stormwater entering the combined or separate sanitary sewer system using stormwater control measures such as disconnection, detention, or other innovative practices; see Table 5 and Attachment B.

**Table 5. Rating System for Source Control of Stormwater**

Description	Score
Removal of stormwater from combined or sanitary sewer system and managed for quality and/or quantity. This can be accomplished by a single SCM that provides a dual function ( <i>ex. retention basin with critical storm and wet extended detention</i> ), or by one or more SCMs that provide independent functions ( <i>ex: infiltration, harvesting, impervious area reduction, critical storm, WQv treatment</i> )	9-10
Control of stormwater prior to discharging into the combined or sanitary sewer system via a SCM that provides a quantity management function via runoff reduction or peak rate control ( <i>ex: infiltration, harvesting, impervious area reduction, critical storm</i> )	6 - 8
Removal of stormwater from the storm sewer system via a SCM that provides a quantity management function via runoff reduction ( <i>ex: infiltration, harvesting, impervious area reduction</i> )	1 - 5

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

Demonstrate the benefits to the District of the project. Benefits include but are not limited to projects that assist in attaining compliance with a District community discharge permit, addresses private property flows to District collection system infrastructure, reduce infrastructure flooding/basement back-ups, expand water quality treatment benefit to new District customers, are recommended by a District study, and/or improve water quality in area waterways to compliment the District's ongoing programs, such as the Project Clean Lake Program, Local Sewer System Evaluation Studies, or Regional Stormwater Management Program.

**5. Non-District Matching Funding (10%)**

One point will be provided for meeting the minimum requirement of 25% non-District matching funds (Table 6). If the District waives this for a community in fiscal distress as discussed under the Project Requirements section in the Request for Proposals, the proposal will be awarded one point. Projects within Equity Investment Focus Areas (EIFA) are required to provide only a 25% match and will be scored and awarded independently from other projects outside of the EIFA. Proposals for projects within EIFAs that choose to provide greater than the 25% minimum required matching funds will not receive additional points under the Non-District Matching Funding scoring category. Proposals must provide documentation of funding sources.



**Table 6. Non-District Project Match Scoring**

<b>% Match</b>	<b>Point Score</b>
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. **Design Complete (5 extra points)**  
Five extra points will be added to the overall project score if the design is complete (professional engineer stamped) and ready for bidding at the time of proposal submission due date.
7. **Intercommunity Projects (5 extra points)**  
Up to five extra points will be added to the overall project score if the project assists in conserving sewer capacity of a downstream community or a downstream community is able to remove additional flows from an upstream community. The community should reference District Local Sewer System Evaluation Study findings or other data including certification from the benefiting community.

**MCIP Workshop**

The District has created a MCIP StoryMap Workshop that can be accessed at the following link:

<https://storymaps.arcgis.com/stories/f529d4be64ac4344af33d42ff2d11f31>

**Pre-proposal Meeting**

District staff will provide an opportunity to meet with applicants to discuss projects prior to submission. Pre-proposal meetings will be scheduled between April 17 - 28. A limited number of in-person pre-proposal meeting times will be available April 21. Please contact the District's Grant Programs Administrator II by close of business on April 7, 2023 to schedule a meeting.

**Application**

The 2024 Member Community Infrastructure Program application portal is accessed through the following link:

[https://www.grantrequest.com/SID\\_5833?SA=SNA&FID=35068](https://www.grantrequest.com/SID_5833?SA=SNA&FID=35068)

**Timeline and Submission**

The District must receive submissions by close of business on May 15, 2023. If proposal is successfully submitted there will be an immediate message and an email confirmation.

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 receipt notification, to submit the necessary information to complete the proposal.

**Direct workshop inquiries, pre-proposal meeting requests, and questions to the  
Grant Programs Administrator II:**

Linda Mayer

[mayerl@neorsd.org](mailto:mayerl@neorsd.org)

**Awards**

Award selection and announcements are anticipated in August 2023. Awards are contingent on funding availability. The District is under no obligation to fund any MCIP request.

**Included with this document:**

- Attachment A – Stormwater Control Measure Guidance
- Attachment B – MCIP Agreement Template – Design Only Projects
- Attachment C – MCIP Agreement Template – Design & Construction Projects

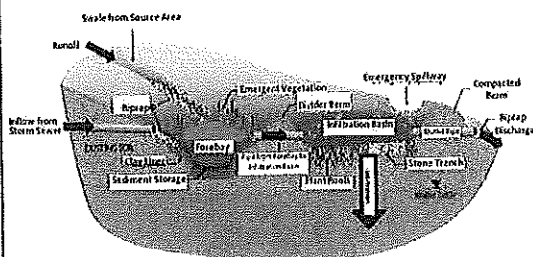
# ATTACHMENT A

## Stormwater Control Measure Guidance

## Stormwater Control Measure Examples per Function

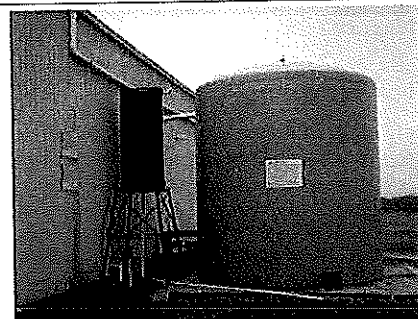
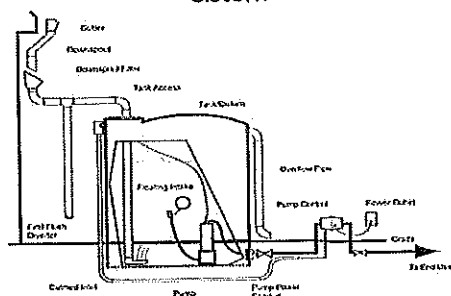
Stormwater infiltration is the process by which rainfall and stormwater runoff flows into and through the subsurface soil. Stormwater infiltration occurs when rainfall lands on pervious surfaces, when runoff flows across pervious surfaces, and when runoff is collected and directed to an infiltrating stormwater control measure (SCM).

### Infiltration Basin



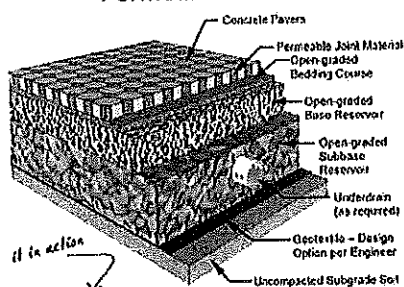
Rainwater harvesting is the practice of collecting and storing rain for reuse, rather than letting the water be channeled into drains, streams, or rivers. To truly be effective, there must be a dedicated need for the harvested rainwater to ensure the storage vessels are consistently emptied and that storage volumes are available to collect and hold the next rain event.

### Cistern



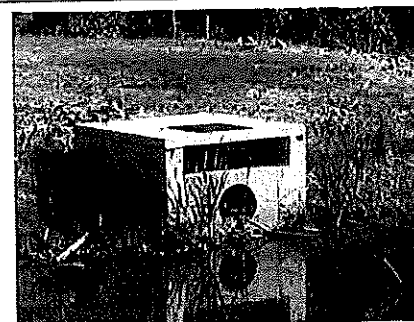
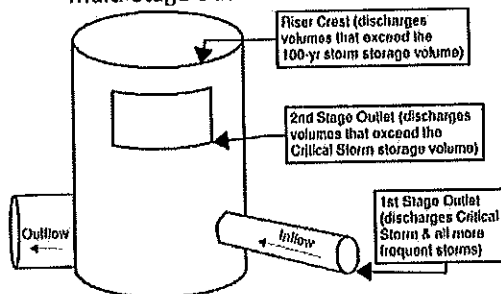
Impervious area reduction is the practice of converting impervious areas (e.g., rooftops & parking lots) into pervious surfaces (e.g., natural vegetation, permeable pavers, green roofs, etc.). This can also be accomplished by disconnecting and conveying impervious surfaces and roof drains to suitable pervious areas.

### Permeable Pavers



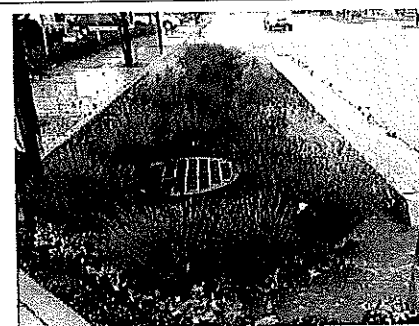
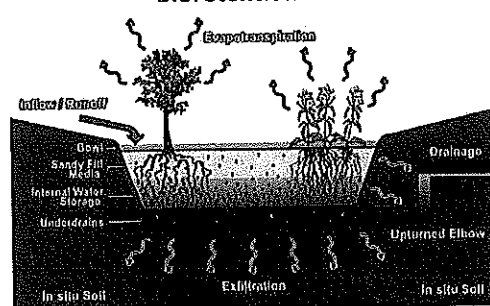
Peak Rate Control for stormwater runoff (i.e., Critical Storm) is the process of reducing the post-dv/p peak runoff rate from the critical storm (CS) & all more-frequent storms to the pre-dv/p peak runoff rate from a 1-yr, 24-hr storm. Storms less frequent than the CS (up to the 100-yr) have peak runoff rates  $\leq$  peak runoff rates from equivalent size storms under pre-dv/p conditions.

### Multi-Stage Outlet Control Structure



Water Quality Volume (WQv) Treatment is accomplished in Ohio via designing post-construction SCMs that store storm water runoff (from developed areas) from rainfall events  $\leq 0.90"$  (estimated 80% reduction in total suspended solids on an average annual basis). Ohio EPA feels this precipitation depth will adequately control pollutants in runoff and minimize channel & bank erosion.

### Bioretention Cell



## ATTACHMENT B

### MCIP Agreement Template – Design Only Projects

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
[MEMBER COMMUNITY]  
FOR  
[PROJECT]**

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 20232024 ("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. 251-22, adopted by the District's Board of Trustees on August 4, 2022 (Exhibit "A"), and the \_\_\_\_\_ ("Member Community"), a \_\_\_\_\_ of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2023 (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 projects 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 address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

#### **Article 1. The MCIP Project**

- 1.1. The MCIP Project. The Member Community will manage a Design Only MCIP Project, which generally consists of \_\_\_\_\_, as set forth in Exhibit "D."
- 1.2. Compliance with District's Code of Regulations. The MCIP Project shall be designed 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 and/or storm sewer infrastructure problems.
- 1.3. MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative 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 Representative in writing.
- 1.4. 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.

#### **Article 2. Design of the MCIP Project**

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review.
- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3. Final Design. The Member Community shall provide to the District Representative the final design, approved by the Member Community's Engineer, at the closure of the MCIP Project.

- 2.4. District Request for Progress Meetings. The Member Community agrees to meet with the District to review the MCIP project status and progress, as may be requested by the District.

### **Article 3. Project Costs and Funding**

- 3.1. District Funds. The District agrees to pay the Member Community an amount not to exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "District Funds") on a direct disbursement basis, in accordance with the terms of this Article and Article 4. The anticipated disbursement amount for calendar year 2024 is \$ \_\_\_\_\_. The District shall withhold five percent (5%) or \$ \_\_\_\_\_ of the District Funds until the District receives the final MCIP project design.
- 3.2. 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. This certification is attached hereto as Exhibit "E."
- 3.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2024 and in accordance with the project schedule requirements set forth in Article 4. In accordance with the provisions of this Agreement, the District shall disburse directly to the Member Community the eligible MCIP Project expenses based upon 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 Policy, Process, and Procedures, attached hereto as Exhibit "F." All disbursement requests must include the Payment Request Accuracy Verification and Progress Report (the "PRAV"), attached to this agreement as Exhibit "G."
- 3.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to



design, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current PRAV document. The PRAV may be updated or otherwise amended by the District from time to time. The PRAV shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

3.3.2. The Member Community understands, and agrees, that the PRAV document may only be signed by a duly authorized representative of the Member Community and that signature of the PRAV by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant invoice, that the consultant's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant invoice is not in dispute by either the Member Community or its consultant, that the Member Community's representative recommends payment, and that the Member Community shall pay the consultant as expeditiously as possible and consistent with Member Community's policies following receipt of approved funds from the District and within the time period prescribed in Member Community's contract with the consultant to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Member Community staff member to execute the PRAV on behalf of the Member Community.

3.3.3. The PRAV form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant invoice is accompanied by a complete and duly executed PRAV and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and

accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.

- 3.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.
- 3.3.5. All requests for payment of District Funds for project management and design services shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.
- 3.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the 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 will be submitted upon request together with any other compliance information which may be reasonably required.
- 3.3.7. 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.
- 3.3.8. The Member Community will provide a copy of the professional services agreement with the first direct disbursement request.
- 3.3.9. Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2024 for work completed January 1, 2024– March 31, 2024;
- Second Request: Due July 31, 2024 for work completed April 1, 2024 - June 30, 2024;
- Third Request: Due October 31, 2024 for work completed July 1, 2024 – September 30, 2024;
- Fourth Request: Due January 31, 2025 for work completed October 1, 2024 – December 31, 2024;

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

3.3.11. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the PRAV and progress report form provided as Exhibit "G" and available at: <http://www.neorsd.org/mcip.php>.

3.4. 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 for direct disbursement by the District.

3.5. 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.

3.6. District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.

3.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

#### **Article 4. Project Costs and Funding**

4.1. Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

## **Article 5. Term**

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

## **Article 6. Dispute Resolution**

- 6.1. **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.

- 6.2. **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
Director of Watershed Programs	_____

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 Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	_____

- 6.3. **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

6.2 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.

- 6.4. 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 7, Remedies, below.

#### **Article 7. Remedies.**

- 7.1. 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 8. Notifications**

- 8.1. 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
Grant Programs Administrator	_____

#### **Article 9. Release of Liability**

- 9.1. 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 Member Community.

#### **Article 10. Miscellaneous**

- 10.1. 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 support, including maintenance of the Member Community's MCIP project from the District.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 10.6. 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.
- 10.7. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 10.8. 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.

10.9. 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.

10.10. 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.

10.11. 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 11. 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"	Member Community's Authorizing Ordinance
Exhibit "C"	Request for MCIP Proposals
Exhibit "D"	Member Community's MCIP Application
Exhibit "E"	Member Community's Certification of Funds
Exhibit "F"	MCIP Policy, Process, and Procedure
Exhibit "G"	Payment Request Accuracy Verification and Progress Report ("PRAV")

<< 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: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**MEMBER COMMUNITY**

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

The legal form and correctness  
of this instrument is approved.

By: \_\_\_\_\_  
Assistant/Director of Law  
MEMBER COMMUNITY

Date: \_\_\_\_\_, 2023

This Instrument Prepared By:  
\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

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



**[FOR DISTRICT USE ONLY]**

AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT  
WITH  
[ENTITY]  
FOR  
2024 MEMBER COMMUNITY  
INFRASTRUCTURE PROGRAM  
PROJECT:  
[PROJECT]

**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.

Total Approximate Cost: \$\*\*\*.00

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

\_\_\_\_\_  
KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

\_\_\_\_\_  
ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT C**

**MCIP Agreement Template –  
Design & Construction Projects**

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT  
BY AND BETWEEN  
NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
[MEMBER COMMUNITY]  
FOR  
[PROJECT]**

THIS AGREEMENT ("Agreement") is entered into as of the 1st day of January, 2024 ("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. 251-22, adopted by the District's Board of Trustees on August 4, 2023 (Exhibit "A"), and the \_\_\_\_\_ ("Member Community"), a \_\_\_\_\_ of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2023 (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(E), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects 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 address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1. 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 Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 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 and/or storm-sewer 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 funding, if they are part of the proposal and approved by the 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 Representative 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 Representative 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.

## **Article 2. Design and Construction of the MCIP Project**

- 2.1. District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to the District Representative in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2. MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3. Member Community to Bid and Construct MCIP Project. After the District's review 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 final 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 provide the District Representative a copy of the awarded bid.
- 2.4. 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.
- 2.5. 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 Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.
- 2.6. Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.

- 2.7. As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8. Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, 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.
- 2.10. 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 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 letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans 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 direct disbursement basis, in accordance with the terms of this Article and Article 6. The anticipated disbursement amount for calendar year 2024 is \$\_\_\_ and for 2025 is \$\_\_\_. Yearly anticipated disbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$ \_ of the District Funds until the District receives:

- a) final record drawings for the MCIP Project,
- b) a letter referencing the post-construction operation and maintenance plan.

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, including, but not limited to, differing site conditions or other unforeseen situations. 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. This certification is attached hereto as Exhibit "E."

4.3. Use of District Funds - Direct Disbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or after January 1, 2024 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall disburse funds directly to the Member Community the eligible MCIP Project expenses based upon 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 Policy, Process, and Procedures, attached hereto as Exhibit "F." All disbursement requests must include the Payment Request Accuracy Verification and Progress Report (the "PRAV"), attached to this agreement as Exhibit "G."

4.3.1. Application for Payment of Funds. The Member Community must submit consultant invoices to the District monthly or such other timing as mutually agreed by the Member Community and the District, prior to payment for any costs incurred by the Member Community related to design, construction, property acquisition, along with the consultant's detailed invoicing detailing the eligible MCIP Project expenses. Any such consultant invoice submitted by the Member Community to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current PRAV document. The PRAV may be updated or otherwise amended by the District from time to time. The PRAV shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.

4.3.2. The Member Community understands, and agrees, that the PRAV document may only be signed by a duly authorized representative of the Member Community and that signature of the PRAV by such representative shall be an affirmative representation of the Member Community that the Member Community has verified the accuracy of the consultant and contractor invoice, that the consultant's and contractor's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Member Community, that the consultant and the contractor invoice is not in dispute by either the Member Community or its consultant/contractor, that the Member Community's representative recommends payment, and that the Member Community shall pay the consultant and the contractor as expeditiously as possible and consistent with Member Community's policies following receipt of approved funds from the District and within the time period prescribed in Member Community's contract with the consultant and the contractor to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Member Community staff member to execute the PRAV on behalf of the Member Community.

4.3.3. The PRAV form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant and contractor invoice is accompanied by a complete



and duly executed PRAV and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Member Community within forty-five (45) days of receipt. The absence of written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.

4.3.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Member Community that is sufficient to allow the District to review, inspect and approve the services provided for the Project. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants. The Member Community shall submit proof of payment to its consultant and contractors within forty-five (45) days of the District's payment to the Member Community. Should the Member Community fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Member Community until such time that the Member Community provides proof of payment of MCIP funds to the consultant and the contractor, and any failure of the Member Community to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.

4.3.5. All requests for payment of District Funds for project management, design services, and construction shall be documented to the District in reasonable satisfaction based on the agreed-upon scope and fee for such services.

4.3.6. The Member Community shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the 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 will be

submitted upon request together with any other compliance information which may be reasonably required.

4.3.7. 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.

4.3.8. The Member Community will provide a copy of the professional services agreement and the bid award with the first direct disbursement request.

4.3.9. Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2024 for work completed January 1, 2024 - March 31, 2024;
- Second Request: Due July 31, 2024 for work completed April 1, 2024 - June 30, 2024;
- Third Request: Due October 31, 2024 for work completed July 1, 2024 - September 30, 2024;
- Fourth Request: Due January 31, 2025 for work completed October 1, 2024 - December 31, 2024;
- Fifth Request: Due April 30, 2025 for work completed January 1, 2025 - March 31, 2025;
- Sixth Request: Due July 31, 2025 for work completed April 1, 2025 - June 30, 2025;
- Seventh Request: Due October 31, 2025 for work completed July 1, 2025 - September 30, 2025;
- and
- Eighth Request: Due January 31, 2026 for work completed October 1, 2025 - December 31, 2025.

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

4.3.10. The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the PRAV

and progress report form provided as Exhibit 'G' and available at:  
<http://www.neorsd.org/mcip.php>.

- 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 for reimbursement 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.
- 4.7. Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C)

#### **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 MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.

- 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, if applicable, 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
Director of Watershed Programs	_____

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 Representatives	Member Community Representatives
--------------------------	----------------------------------

District Chief Legal Officer or CLO's designee	_____
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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 Representatives	Member Community Representatives
--------------------------	----------------------------------

Grant Programs Administrator	_____
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## **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 Member Community.

## **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 support, including maintenance of the Member Community's MCIP project 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"	Member Community's Authorizing Ordinance Exhibit "C" –
	Request for MCIP Proposals
Exhibit "D"	Member Community's MCIP Application
Exhibit "E"	Member Community's Certification of Funds
Exhibit "F"	MCIP Policy, Process, and Procedure
Exhibit "G"	Payment Request Accuracy Verification and Progress
	Report ("PRAV")

<< 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: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**MEMBER COMMUNITY**

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

The legal form and correctness  
of this instrument is approved.

By: \_\_\_\_\_  
Assistant/Director of Law  
MEMBER COMMUNITY

Date: \_\_\_\_\_, 2023

This Instrument Prepared By: \_\_\_\_\_

Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

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

**[FOR DISTRICT USE ONLY]**

AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT

WITH  
[ENTITY]

FOR  
2024 MEMBER COMMUNITY  
INFRASTRUCTURE PROGRAM  
PROJECT:  
[PROJECT]

**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.

Total Approximate Cost: \$\*\*\*.00

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

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

Date

Date

# EXHIBIT D

2024 MCIP

## Before You Begin

PLEASE READ BEFORE PROCEEDING

- Limit your use of bullets and other formatting.
- Copy and paste as needed.
- Log into your account at [https://www.GrantRequest.com/SID\\_5833?SA=AM](https://www.GrantRequest.com/SID_5833?SA=AM) to access saved and submitted requests.
- Add mail@grantapplication.com to your safe senders list to ensure you receive all system communications.

## Application

Applicant Information

Member Community or Public Agency

City of Brook Park

Applicant

City of Brook Park

Co-Appllcant

Co-Appllcant Letter of Support

Project Contact Title

Mayor

Project Contact First Name

Edward

Project Contact Last Name

Orcutt

**Project Contact Address**

6161 Engle Road  
Brook Park, Ohio 44142

**Project Contact Phone**

216-433-1300

**Project Contact E-mail**

mayor@cityofbrookpark.com

**Project Information**

**Project Title**

Sheldon Road and 5856 West 130th Street Septic Systems Abatement Project

**Project Location**

(Address, cross streets, which streets, etc)

Sheldon Road between Engle Road and Eastland Road and 5856 West 130th  
Street  
(See Attached Maps)

**Project Type**

Design Only

**Total Project Cost**

112840

**MCIP Requested Grant Amount**

84630

**EIFA**

**Non-District Funds**

28210

**% Non-District Funds**

25

**Project Start Date**

January 10, 2024

## Project End Date

June 11, 2024

Project Funding Request - Identify what the District funds will support

### Project Funding Request - Design Only

Provide documentation that shows non-district funding (match funding) has been secured for project design that funding and when the design will start and be completed.

2024 MCIP Appl Attm A - funds cert.pdf

### Project Funding Request - Design and Construction

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed.

### Project Funding Request - Construction Only

Provide documentation that shows non-district funding (match funding) has been secured for project construction that funding and when the construction will start and be completed. **Construction only applications require a "shovel-ready" project. Please include a copy of the stamped drawings.**

**\*\*\*IMPORTANT\*\*\* Review the 2024 MCIP RFP Project Evaluation section for details and expectations for each section. Multiple documents can be combined into one file prior to uploading. (Maximum upload of 1GB)**

## Project Description

Attach reports, plans, and maps as needed to explain the project with a summary of any attachment within the project description. Important information that may assist in characterizing the project includes but is not limited to:

- Project maps displaying the location of any infrastructure being rehabilitated or reconstructed.
- Map of tributary area with approximate tributary area stated in acres.
- Detailed description of the type of infrastructure being rehabilitated or replaced (e.g. common trench over/under, common trench dividing wall, common trench standard manhole, separate trench) and what the infrastructure will be replaced with (if applicable).
- All project evaluation reports, photographs, or other information that may help the District quantify water quality issues.
- In an HSTS project, identify if the failing septic system is also classified as an illicit discharge per Ohio EPA definition.
- If the scope of the project includes illicit discharge elimination or HSTS removal, provide the number of units being eliminated.
- Documentation verifying age of infrastructure, as well as any additional qualitative or historical information that can confirm the current condition.

#### Attachment - Maps

2024 MCIP Appl Attm B - maps.pdf

#### Attachment - Documentation

2024 MCIP Appl Attm C - septic letters reports.pdf

#### Attachment - Documentation

#### Project Description

The geographical locations of the homes along Sheldon Road that are currently serviced by a Home Sewage Treatment System (HSTS) lends itself to be divided into three individual sections. In addition, a separate single HSTS at 5856 West 130th Street will also be replaced and connected to an existing sanitary sewer.

##### East Section

The East Section of this Project will consist of installing approximately 370 feet of a new 8-inch PVC sanitary sewer along the northerly side of Sheldon Road between Grosse Drive and Engle Road (approximately). The proposed sewer will connect into the existing sewer located near the easterly property line of 17948 Sheldon Road and extend in an easterly direction to service four single family residences with HSTS. Three of the four HSTS failed the last evaluation conducted by the Cuyahoga County Board of Health (CCBH). The proposed sanitary sewer will be installed

within an easement acquired for said purpose. The sewer is anticipated to be of sufficient depth to service the basements of the existing structures. Work will include installation of a new 8-inch mainline sewer, wye-branch for service connections, 6" service connections, clean-outs and removal/abandonment of the existing HSTS.

#### Middle Section

The Middle Section of this Project will consist of installing approximately 473 feet of a new 8-inch PVC sanitary sewer along the northerly side of Sheldon Road between PPN 342-13-153 and PPN 342-13-007. The proposed sanitary sewer will connect into the existing sanitary sewer located near the easterly property line of 18500 Sheldon Road. The proposed sewer will service 5 existing homes plus one vacant resident lot. In addition Home No. 18538 HSTS will be eliminated and a new 6" service connection will be installed to discharge to the existing sanitary sewer at the rear of the property. Four of the seven parcels have been identified by CCBH to have HSTS that failed the last evaluation. The proposed sanitary sewer will be installed within an easement acquired for said purpose. The sewer is anticipated to be of sufficient depth to service the basements of the existing structures. Work will include installation of a new 8-inch mainline sewer, wye-branch for service connections, 6" service connections, clean-outs and removal/abandonment of the existing HSTS.

#### West Section

The West Section of this Project will consist of eliminating 3 HSTS along Sheldon Road near Wedgewood Drive and Haviland Drive. All three HSTS will be replaced with individual home dual grinder pump stations with 1-1/2" force mains. The 2 homes 1-1/2" force mains near Wedgewood Drive will be connected to a new 2" force main in Sheldon Road north tree lawn area. The proposed 2" force main will discharge into an existing sanitary manhole on Wedgewood Drive. The existing home of 18988 Sheldon Road proposed 1-1/2" force main will discharge into an existing sanitary manhole in front of the American Legion building at 19968 Sheldon Road.

#### 5856 West 130th Street Area

The existing HSTS at 5856 West 130th Street will be replaced with a new home dual grinder pump station and 1-1/2" force main and 107 feet of new 8-inch PVC sanitary sewer along West 130th Street. The new 8-inch sanitary sewer will discharge into the existing sanitary manhole at Brookhaven Avenue.

The estimated construction cost for this project is \$720,500.00.  
The estimated useful life of this project is 40 years.



Infrastructure Condition

### **Sewer Projects**

1. For sewer rehab and replacement projects, provide the condition, trench type, and length that most accurately reflects the current and actual condition of the structure using the condition descriptions defined below.

### **Condition Rating**

Complete reconstruction needed – existing infrastructure is failed, in the Over/Under configuration, and/or a PACP/MACP structural condition scores above 4.

### **Age of Sewer**

Years

Unknown

Yes

### **Sewer Type**

Please indicate length(s) of existing sewer that is being rehabbed/replaced and/or new sewer that is being installed.

#### **Combined Sewer**

Linear Feet

0

#### **Common Trench**

Over/Under - Linear Feet

0

Dividing Wall - Linear Feet

0

Standard Manhole - Linear Feet

0

#### **Separate Trench**

Linear Feet

950

Related Sewer Documentation

For example, document trench type, reports, condition inspection, photographs, studies, field work, etc.

Is CCTV available upon request?

Yes

## **HSTS Projects**

1. Select age of HSTS being removed/eliminated.

Select age of HSTS

20 years or older

### **Systems Failing**

2. What number of systems are rated by the Board of Health as failing?

8

### **Related HSTS Documentation**

2024 MCIP Appl Attn D - CCBH Letter of Support for Brook Park Sheldon Rd Sewer Project 2023.pdf

NOTE: Projects proposing to remove/eliminate failing HSTS must provide documentation that the area the Municipality is targeting is part of an approved prescription of the Municipality's 208 Plan, or a feasibility study for removal has been completed, or a letter and/or agreement with the residents for the sanitary sewer assessment has been executed.

3. Describe the structural deficiencies of the infrastructure.

### **Describe the structural deficiencies of the infrastructure**

Eight of the existing HSTS have been rated as failing by the Board of Health. Two of the existing HSTS have passed the Board of Health evaluations and the remaining four HSTS to be replaced are still being assessed. The effluent pollution problem exists on a continued basis as long as the residences are occupied.

Water Quality and Quantity Impacts on Human Health and the Environment

1. How many reported homes/businesses have experienced basement backups in the project area?

Number of Actual Basement Backups

0

Actual Basement Backup Description

N/A

Actual Basement Backup Documentation (i.e. flooding log)

2. If applicable, please provide details of model projected basement backups.

Number of Model-Projected Basement Backups  
0

Model-Projected Basement Backup Description  
N/A

## Model-Projected Basement Backup Documentation

3. Indicate the deficiencies the project will mitigate.  
Check all that apply.

Other

Demonstrate the effects of the project on water  
quality/quantity.

- What is the frequency and/or magnitude of the problem?
- What is the direct human health or environmental impact?
- How many verified homes, businesses, or other occupied structures will see a benefit from this project?
- How will the proposed project eliminate or reduce the water quality/quantity impact?

- How will the proposed project mitigate the potential for unregulated release of sewage to the environment?

This project will eliminate 14 septic tank discharges from entering the existing storm sewer system and eventually Abrams Creek, Big Creek, Rocky River, and the Cuyahoga River. The failing septic tanks have extremely high fecal coliform and Ecoli levels. After the completion of this project there will be only one septic tank system remaining in the City of Brook Park.

Source Control of Stormwater

### Source Control of Stormwater

Removal of stormwater from combined or sanitary sewer system and managed for quality and/or quantity

Describe how the project will provide source control of stormwater.

This project is not intended to control storm water but to improve the quality thereof.

Significant Project Benefit to the District  
Benefits



Describe how the project significantly benefits the District.

The failed HSTS pose a potential health hazard and detrimental effect on the environment by releasing effluent that is not treated properly into the local storm sewer system and into Abram Creek and Big Creek. With the installation of the new sanitary sewers within the proposed project limits, all the previously untreated HSTS effluent will now be collected in the new sanitary sewer and flow into an existing sanitary sewer system and ultimately will now be treated at a NEORSD Waste Water Treatment Plant before being discharged into the environment. This will eliminate the existing septic tank effluent from entering Abrams Creek and Big Creek and eventually Rocky River, the Cuyahoga River, and Lake Erie and improve the water quality in the Rocky River and Cuyahoga River watershed areas. The removal of the 14 septic systems will also add 14 additional users and customers to the NEORSD. The existing failing HSTS will only get worse and cause additional polluting of the watershed.

### Inter-Community Benefits

Describe the inter-community benefit(s) and provide supporting documentation.

#### Description of Inter-Community Benefit

This HSTS elimination project will reduce the amount of pollutants entering the downstream community's streams and rivers.

Attachment

## Performance Verification

Use the following link to download instruction regarding input of Project Performance Verification (PPV) to the NEORS D ArcGIS online (AGOL) platform. For technical assistance regarding AGOL please email [gis@neorsd.org](mailto:gis@neorsd.org) . [AGOL instructions](#)

## AGOL Completed

Yes

## Project Schedule and Budget

**Provide a project schedule, cash flow, and budget for the project as applicable to the MCIP fund request.** The budget should specify items with prices and quantities necessary for the project. Budget may include engineering services such as design, construction, 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

112840

## Design Completion Date

June 11, 2024

## Performance Verification Cost

17540

## MCIP Construction Cost

\*Not applicable for design only

## MCIP Construction Start Date

\*Not applicable for design only

MCIP Construction Completion Date

\*Not applicable for design only

Detailed Engineer's Estimate and a Useful Life  
Statement

2024 MCIP Appl Attm E - Proposed Manhours and Fee.pdf

Project Schedule and Budget

Design Schedule

Start Date: 1/10/2024 End Date: 6/11/2024

Design Fees

Preliminary Design - \$31,670

Final Design - \$63,630

Verification - \$17,540

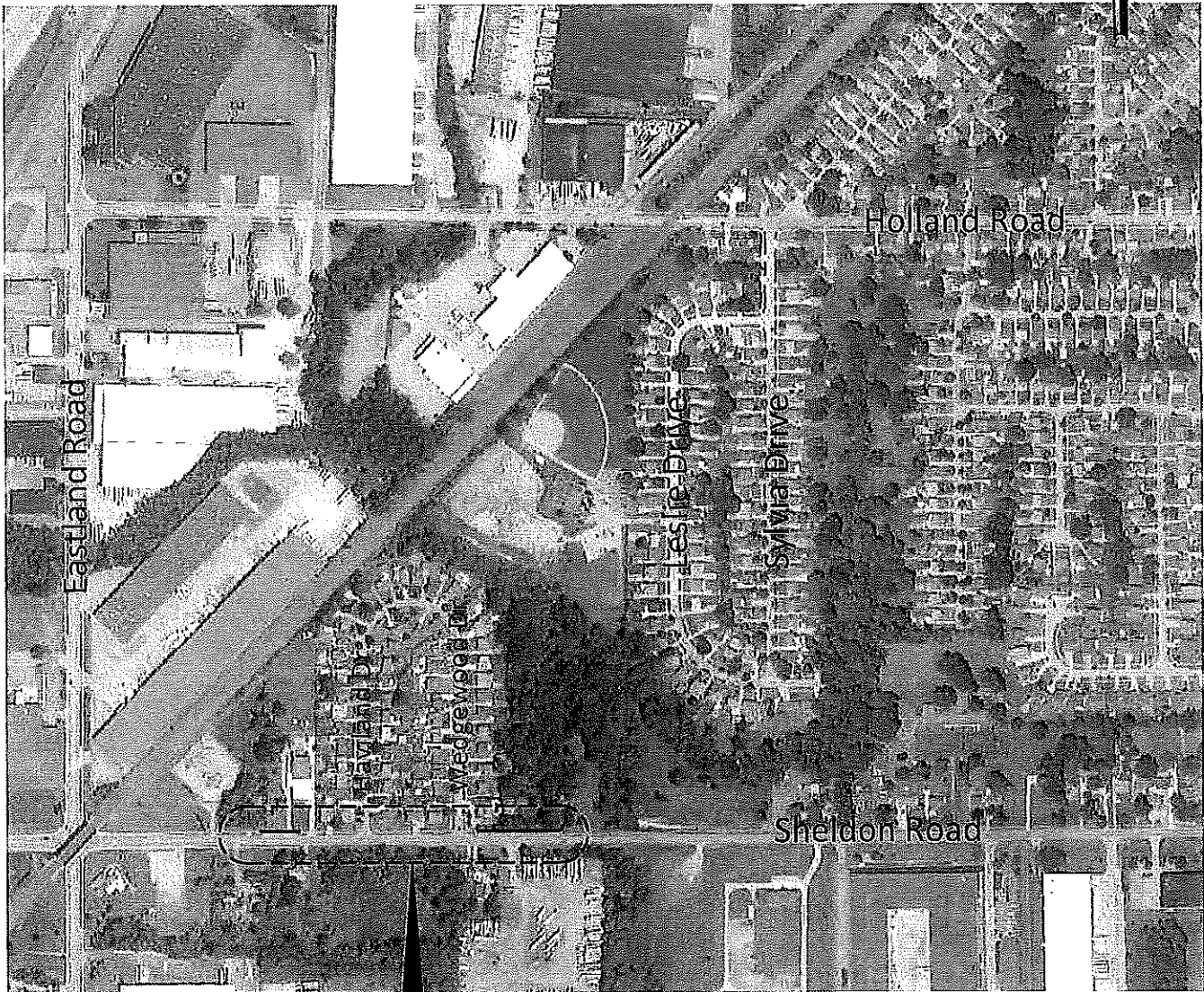
Total Design - \$112,840

(See attached Detail Design and Cost Estimate)



# LOCATION MAP 1

## Sheldon Road - Brook Park



PROJECT AREA  
WEST SECTION

# LOCATION MAP 2

## Sheldon Road - Brook Park



PROJECT AREA  
MIDDLE SECTION

PROJECT AREA  
EAST SECTION



# LOCATION MAP 3

## West 130th Street - Brook Park

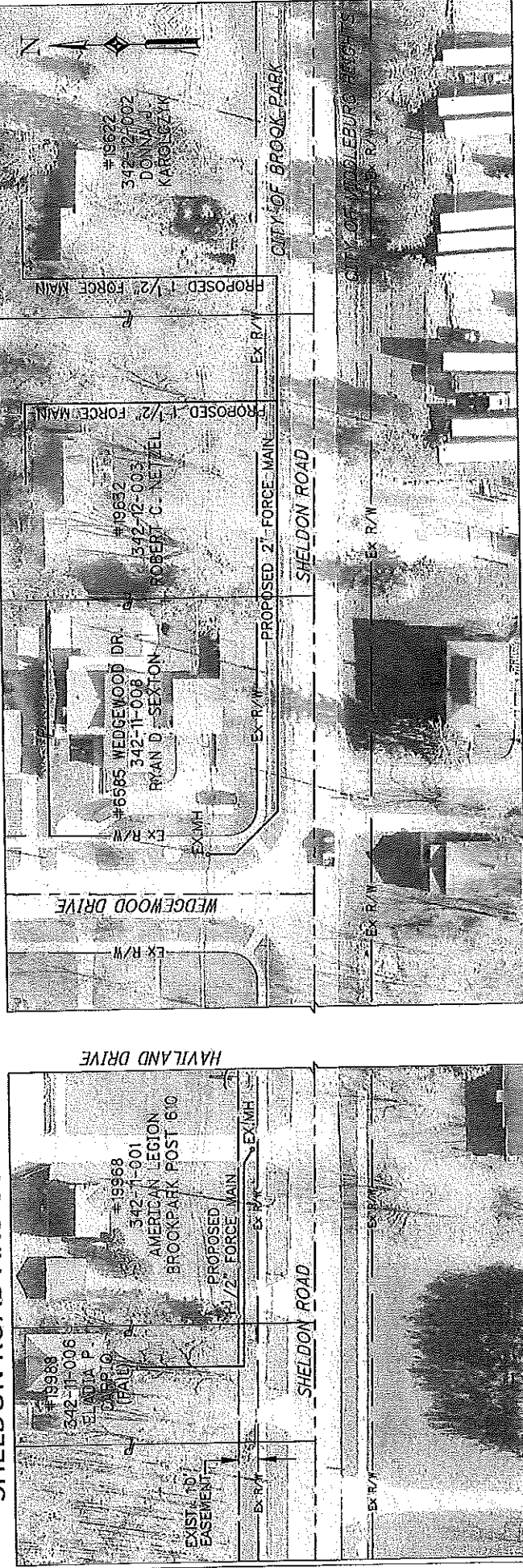
N



PROJECT AREA

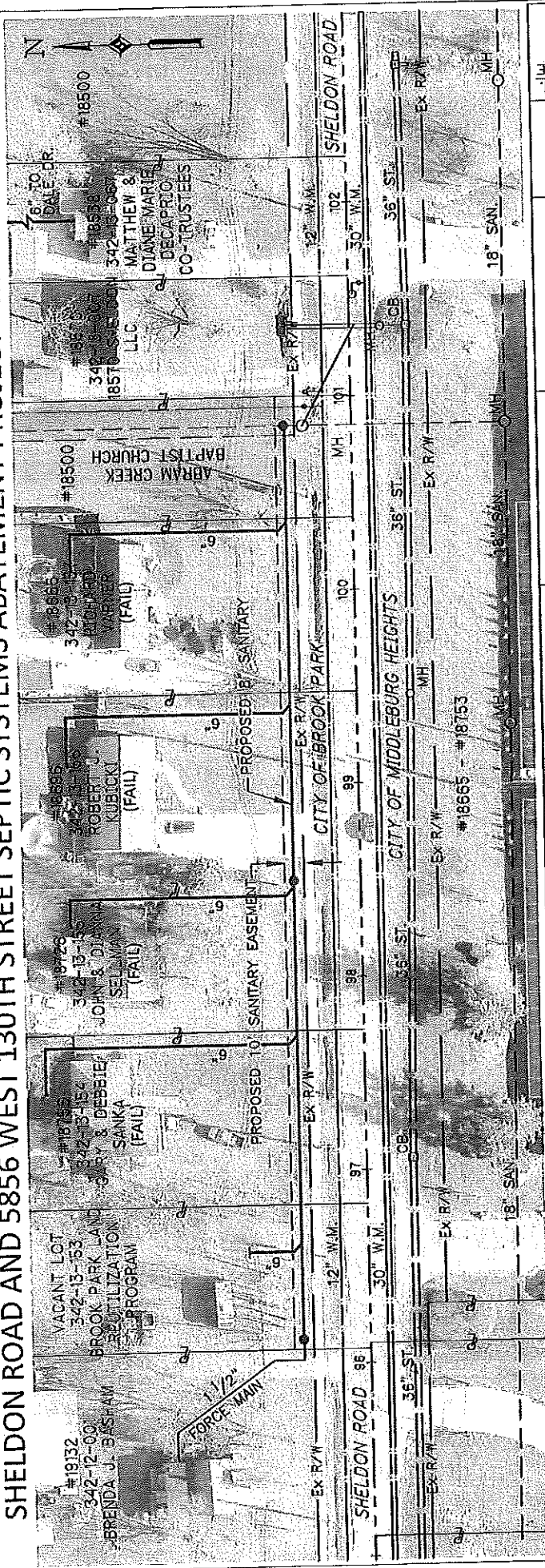


# SHELDON ROAD AND 5856 WEST 130TH STREET SEPTIC SYSTEMS ABATEMENT PROJECT - WEST SECTION



**EUTHENICS INC.**  
ENGINEERS  
CONSULTING  
CLEVELAND, OHIO

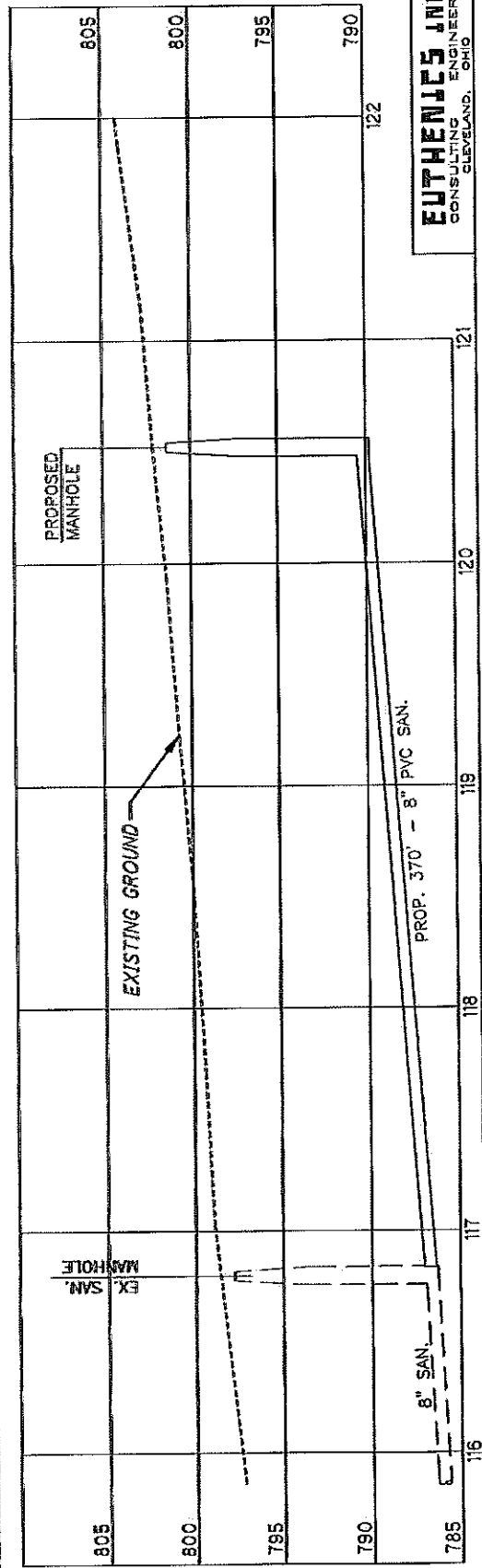
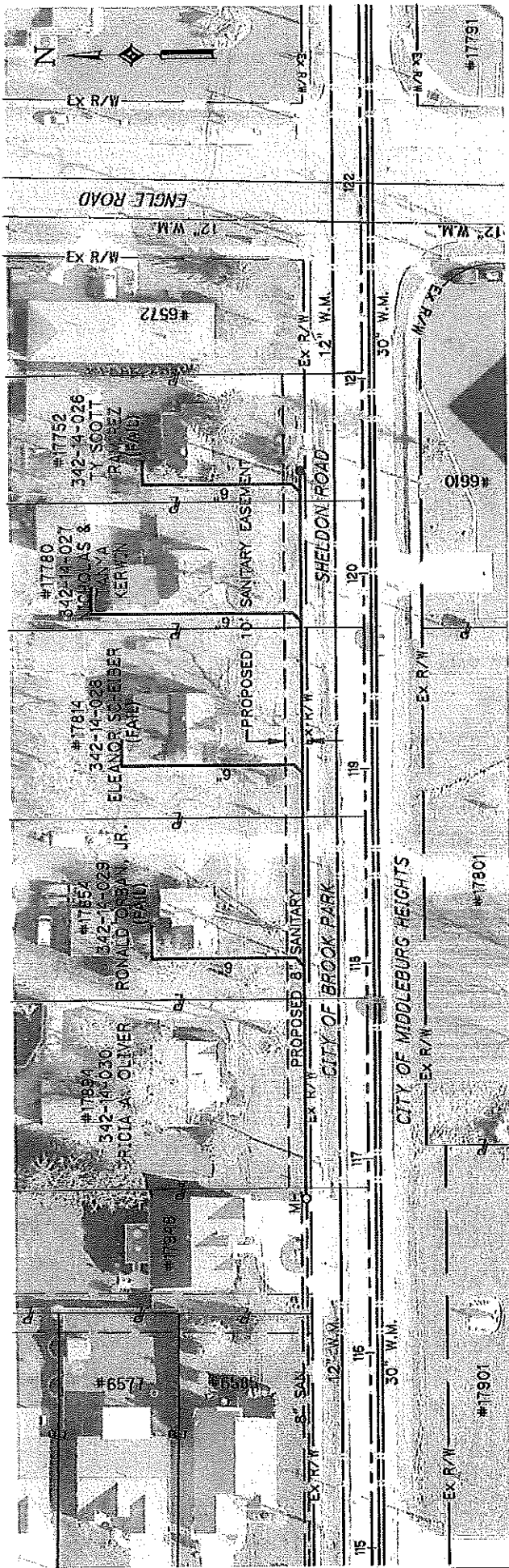
# SHELDON ROAD AND 5856 WEST 130TH STREET SEPTIC SYSTEMS ABATEMENT PROJECT - MIDDLE SECTION



785	EXISTING GROUND	PROPOSED MANHOLE	EX. SAN. MANHOLE	PROPOSED MANHOLE	EX. SAN. MANHOLE	785
780	PROPOSED MANHOLE					780
775						775
770	PROP. 238' - 8" PVC SAN.		PROP. 235' - 8" PVC SAN.		EX. 18" SAN.	770
765		EX. 18" SAN.	EX. 18" SAN.			765
						102
						101
						100
						99
						98
						97
						96

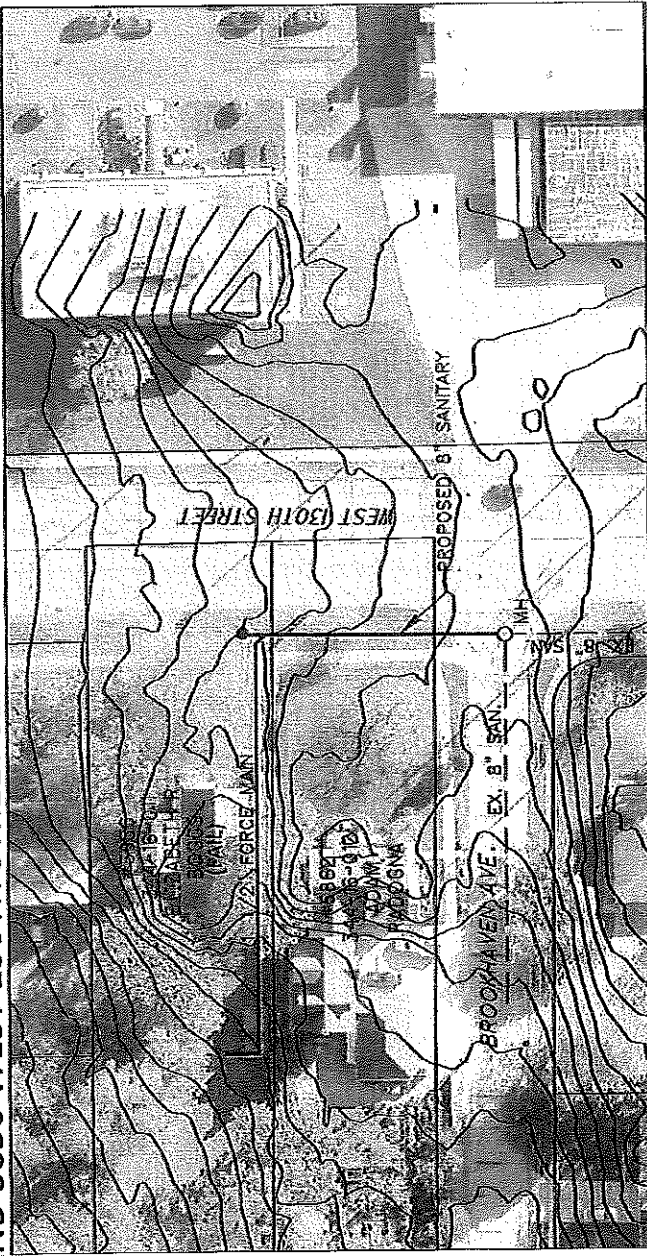
**EUTHELICS INC.**  
CONSULTING ENGINEERS  
CLEVELAND, OHIO

SHELDON ROAD AND 5856 WEST 130TH STREET SEPTIC SYSTEMS ABATEMENT PROJECT - EAST SECTION



**EUTHENTICS INC.**  
ENGINEERS  
CONSULTING  
CLEVELAND, OHIO

SHELDON ROAD AND 5856 WEST 130TH STREET SEPTIC SYSTEMS ABATEMENT PROJECT - W130TH SECTION



805	EX. SAN MANHOLE	PROPOSED MANHOLE			
800			EXISTING GROUND		
795					
790	8" SAN.	PROP. 107' - 8" PVC SAN.			
785	10+00	11+00	12+00	13+00	14+00

## Edward Piatak

**From:** Sarah Kevany <skevany@ccbh.net>  
**Sent:** Friday, November 09, 2018 12:31 PM  
**To:** Edward Piatak; jhurst@cityofbrookpark.com; foreman@cityofbrookpark.com  
**Cc:** Domenica McClintock; N Mcconoughey  
**Subject:** Failed Septic System at 19988 Sheldon Rd, Brook Park - Sanitary Sewer Accessibility

This message was sent securely using ZixCorp.

Good Afternoon,

I visited the Carpio residence at 19988 Sheldon Rd earlier this week to discuss their (incomplete) application for the WPCLF (Water Pollution Control Loan Fund) grant program, which will assist in a sanitary sewer connection. As many of you are aware, the household sewage treatment system (HSTS) at 19988 Sheldon Rd. has been in failure and creating a nuisance by backing up and discharging onto the lawn for quite some time. I observed that the HSTS is currently bubbling onto the lawn causing a standing water pond/stream of sewage (see attached photos). There was evidence of gray filamentous growth in the discharge stream, which is indicative of untreated waste. I am hoping that the homeowners qualify and are able to take advantage of the WPCLF program.

Just to confirm, do you consider the property 19988 Sheldon Rd accessible to sanitary sewers? It is my understanding that there is not a sanitary sewer tie-in location designated for their property, but there is a manhole in front of the adjacent neighbor's property.

When this situation was last discussed, there was debate as to whether the property would be allowed to connect to the neighboring sanitary sewer via a grinder pump and force main or would need a different method (extending the sewer line). In conversations with contractors who have visited the property, it is their opinion that a sanitary sewer connection using a grinder pump and force main is the preferred method.

What are your thoughts?

If the homeowners do submit the remaining paperwork and qualify for the WPCLF program, we will need to know how to proceed.

My work cell is 216-314-5265. Thank you!  
Sarah



**Edward Piatak**

---

**From:** Megan Symanski <msymanski@ccbh.net>  
**Sent:** Tuesday, October 25, 2016 1:39 PM  
**To:** Edward Piatak  
**Subject:** RE: Existing Septic Systems Sheldon Road  
**Attachments:** ACMB1358.pdf; Phase II Sampling Summary Report - ACMB1358.pdf

This message was sent securely using ZixCorp.

Hi Ed,

If you're just referring to those first 4 septic systems closer to Engle & Sheldon, I think this is the outfall that is likely related. I attached the info about the outfall and the sample results we have from our stormwater program. Other than this outfall, I think the only place to sample would be a cleanout in that small storm line that runs through the rear yards of the 4 properties, or a storm manhole related to that line. Let me know what you think; if you need us to sample a specific location just let me know.

Thanks,  
Megan

--

Megan Symanski, R.S., M.A.  
Sanitarian  
Environmental Public Health Services  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130  
216-201-2001 x1248  
[www.ccbh.net](http://www.ccbh.net)

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---

**From:** Edward Piatak [mailto:erpiatak@euthenics-inc.com]  
**Sent:** Monday, October 24, 2016 3:45 PM  
**To:** Megan Symanski  
**Cc:** 'Ashley Chucray'  
**Subject:** RE: Existing Septic Systems Sheldon Road

Megan:

Do you have any water quality samples/test results in the Abram Creek area that could be tied to the failed septic systems along Sheldon Road in Brook Park?

Ed

**From:** Ashley Chucray [<mailto:anchucray@euthenics-inc.com>]  
**Sent:** Monday, October 03, 2016 2:29 PM  
**To:** 'Edward R. Piatak' <[erpiatak@euthenics-inc.com](mailto:erpiatak@euthenics-inc.com)>  
**Subject:** FW: Existing Septic Systems Sheldon Road

**From:** Megan Symanski [<mailto:msymanski@ccbh.net>]  
**Sent:** Tuesday, September 20, 2016 2:14 PM  
**To:** Ashley Chucray <[anchucray@euthenics-inc.com](mailto:anchucray@euthenics-inc.com)>  
**Subject:** RE: Existing Septic Systems Sheldon Road

This message was sent securely using ZixCorp.

Hi Ashley,

I attached the inspection reports for the 3 older systems in the area of Sheldon Rd. that you inquired about. I also included the drawing for the system at 17752 Sheldon – there are no drawings for the systems at 17814/17854 Sheldon. There is also a sample result for the system at 17814 Sheldon.

Hope this helps; let me know if you need any other information.

Thanks,  
Megan

--

Megan Symanski, R.S., M.A.  
Sanitarian  
Environmental Public Health Services  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130  
216-201-2001 x1248  
[www.ccbh.net](http://www.ccbh.net)

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---

**From:** Ashley Chucray [<mailto:anchucray@euthenics-inc.com>]  
**Sent:** Monday, September 19, 2016 10:18 AM  
**To:** Megan Symanski  
**Subject:** RE: Existing Septic Systems Sheldon Road

Sounds great. Thanks for letting me know.

-Ashley

**From:** Megan Symanski [<mailto:msymanski@ccbh.net>]  
**Sent:** Monday, September 19, 2016 10:08 AM  
**To:** Ashley Chucray <[anchucray@euthenics-inc.com](mailto:anchucray@euthenics-inc.com)>  
**Subject:** RE: Existing Septic Systems Sheldon Road

This message was sent securely using ZixCorp.

Hi Ashley,

I will be in the office tomorrow (Tuesday) so I will scan and email the inspection reports and sample results that we have for those properties. As for 6572 Engle, we don't have any record of that property in our septic database so I am assuming it's connected to sewer.

Thanks,  
Megan

--  
Megan Symanski, R.S., M.A.  
Sanitarian  
Environmental Public Health Services  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130  
216-201-2001 x1248  
[www.ccbh.net](http://www.ccbh.net)

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---

**From:** Ashley Chucray [<mailto:anchucray@euthenics-inc.com>]  
**Sent:** Friday, September 16, 2016 3:19 PM  
**To:** Megan Symanski  
**Cc:** 'Edward R. Piatak'  
**Subject:** RE: Existing Septic Systems Sheldon Road

Megan,

Thanks for the information. If you could get us copies of those reports/ results that would be great. Any information that you have that could help support our case would be wonderful. Could you also confirm our thoughts that 6572 Engle Road is tied into the sewer system along Engle Road?

Have a good weekend!



Ashley

**From:** Megan Symanski [<mailto:msymanski@ccbh.net>]  
**Sent:** Friday, September 16, 2016 2:20 PM  
**To:** Ashley Chucray <[anchucray@euthenics-inc.com](mailto:anchucray@euthenics-inc.com)>  
**Cc:** 'Edward R. Piatak' <[erpiatak@euthenics-inc.com](mailto:erpiatak@euthenics-inc.com)>  
**Subject:** RE: Existing Septic Systems Sheldon Road

This message was sent securely using ZixCorp.

Hi Ashley,

I attached a list of the remaining septic systems in Brook Park. In the area you are referring to, there are 4 properties with septic systems:

17752 Sheldon Rd.  
17780 Sheldon Rd.  
17814 Sheldon Rd.  
17854 Sheldon Rd.

As I mentioned in my previous email, the system at 17780 Sheldon has been replaced. If you refer to the attached list, you will see that the other 3 systems were all found to be in failure at their last inspection by CCBH. I believe that both 17814 and 17854 are the original systems from the time the houses were built.

Will you need copies of inspection reports/sample results? Let me know, I can scan some of that information and send it to you next week if needed.

Thanks,  
Megan

--  
Megan Symanski, R.S., M.A.  
Sanitarian  
Environmental Public Health Services  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130  
216-201-2001 x1248  
[www.ccbh.net](http://www.ccbh.net)

This message is intended only for the sole use of the intended recipient and may contain privileged, sensitive, or protected health information. If you are not the intended recipient, be advised that any unauthorized use, disclosure, copying, distribution, or action taken in reliance on the contents of this communication is prohibited. If you have received this e-mail in error, please notify the sender via telephone or return e-mail and immediately delete this e-mail.

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**From:** Ashley Chucray [<mailto:anchucray@euthenics-inc.com>]  
**Sent:** Friday, September 16, 2016 8:23 AM  
**To:** Megan Symanski

**Cc:** 'Edward R. Piatak'

**Subject:** Existing Septic Systems Sheldon Road

Megan,

I am trying to obtain funding through Northeast Ohio Regional Sewer District's Member Community Infrastructure Program for a possible project in the City of Brook Park. The project would consist of abandoning the septic systems and installing a new sanitary sewer along the north side of Sheldon Road between Grosse Drive and Engle Road. I am looking for any documents that will describe the condition and age of the existing septic systems.

Additionally, can you tell me the status of Mary Dailey's property (17780 Sheldon Road)?

Thanks in advance!

Ashley Chucray  
Design Engineer

Euthenics, Inc.  
5235 Mohawk Drive  
Cleveland, OH 44136  
440.260.1555

---

This message was secured by ZixCorp<sup>(R)</sup>.

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This message was secured by ZixCorp<sup>(R)</sup>.

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This message was secured by ZixCorp<sup>(R)</sup>.

# CUYAHOGA COUNTY BOARD OF HEALTH

5550 Venture Drive  
Parma, Ohio 44130

PHONE: (216) 201-2020

FAX: (216) 676-1317

www.ccbh.net

## SEWAGE TREATMENT SYSTEM EVALUATION FORM

Address 17752 Sheldon Rd. City Brook Park Zip Code 44142  
Owner Ramirez Phone 216-267-5982 Bedrooms 2

### Description of system

Last pumping date 10/23/00 Meter Reading \_\_\_\_\_ Water Source city Installation Date 1988  
System Design: Non-Discharging/Discharging Location / Description storm sewer  
Primary Treatment 1000 gallon septic tank  
Secondary Treatment 3160 ft<sup>2</sup> filter bed  
Tertiary Treatment N/A

### Filter Bed / Soil Absorption

Distribution Box: Observed/Not Observed Sampling Well: Observed/Not Observed Discharge Point: Observed/Not Observed  
Water: (gallons per minute) \_\_\_\_\_ (run from) kitchen sink Time Started 3:31 Time Stopped 4:00  
Gallons Used \_\_\_\_\_ Rise in liquid level during test Yes / No \* Dye used Yes / No  
Dye Observed / Comments: (see below)  
Effluent Quality sample well not to grade

### Aeration System

Aerator Motor Running Yes No Dosing Pump(s) Operating Yes No N/A Aerator Alarm Operating Yes No N/A  
High Water Alarm Operating Yes No N/A Fail Safe/Telemetry Operating Yes No N/A Disinfection Operating Yes No N/A  
Re-aeration Operating Yes No N/A Effluent Quality \_\_\_\_\_

Additional Comments: \* There appears to be a restriction in flow somewhere in the filter bed. Upon running water from the house, the distribution box filled up and overflowed into the grass. In addition, gurgling noises were heard from the filter bed. There was also an overflow from the vent at the end of the filterbed.

✓ Satisfactory ✓ Unsatisfactory \_\_\_\_\_ Assessment \_\_\_\_\_ Abandonment \_\_\_\_\_

### Maintenance/Recommendations:

Have the septic system serviced to restore proper function and to prevent raw sewage from overflowing onto the yard.

Contact Megan Parnell @ 216-201-2001 x1248 to schedule a reinspection when repairs/servicing are completed.

Sanitarian Megan Parnell Date 11/30/09

NOTE: This evaluation of the system only applies to the date and time that the sewage system was inspected. These evaluations are supported by the annual household sewage management program permit fees. Data from sewage system evaluations conducted is available to each community. The Board of Health will assist each community in reviewing this data and in identifying potential sewage treatment options.



CUYAHOGA COUNTY SANITARY ENGINEER  
 ROBERT C. KLAIBER, JR., P.E., P.S.  
 6100 West Canal Road - Valley View, Ohio 44125  
 (216) 443-8278 - Fax (216) 443-8276

## Water Quality Control Laboratory

Results for: Cuyahoga County Board of Health      Date of sampling: 10/23/2008

### Household Sewage

Community: Brookpark

Date analyzed: 10/23/2008

Time of analysis: 1:15 PM by P.B., K.F.

Sampler: M. Parnell

Lab code: BHHS102308.meg

Sample	Site	Time	Cond	Total	Susp. Solid	Tot. Phos.	Ammon. N	Nitrate
17814 Sheldon	Septic System	11:45 AM	N/S	34,912.500	435	N/S	N/S	N/S
		Method	N/S	9222 D	2540 D	N/S	N/S	N/S

Printed by SEB

Tuesday, October 28, 2008

Suzanne Britt  
 Laboratory Supervisor  
 (216) 443-8278

# CUYAHOGA COUNTY BOARD OF HEALTH

5550 Venture Drive  
Parma, Ohio 44130

PHONE: (216) 201-2020

FAX: (216) 676-1317

www.ccbh.net

## SEWAGE TREATMENT SYSTEM EVALUATION FORM

Address 17814 Sheldon Rd. City Brook Park Zip Code 44142  
Owner Schreiber Phone \_\_\_\_\_ Bedrooms \_\_\_\_\_

### Description of system

Last pumping date 4/4/06 Meter Reading \_\_\_\_\_ Water Source city Installation Date unknown  
System Design: Non-Discharging/Discharging Location / Description storm sewer  
Primary Treatment 300 gallon septic tank  
Secondary Treatment unknown  
Tertiary Treatment n/a

### Filter Bed / Soil Absorption

Distribution Box: Observed/Not Observed Sampling Well: Observed/Not Observed Discharge Point: Observed/Not Observed  
Water: (gallons per minute) 2 (run from) bathroom sink Time Started 11:25 Time Stopped 11:30  
Gallons Used 10 Rise in liquid level during test Yes No Dye used Yes No

### Dye Observed / Comments:

Effluent Quality turbid / sewage odor - sample results pending

### Aeration System

Aerator Motor Running Yes No Dosing Pump(s) Operating Yes No N/A Aerator Alarm Operating Yes No N/A  
High Water Alarm Operating Yes No N/A Fail Safe/Telemetry Operating Yes No N/A Disinfection Operating Yes No N/A  
Re-aeration Operating Yes No N/A Effluent Quality \_\_\_\_\_

### Additional Comments:

Downstairs wastewater bypasses septic tank.  
Other plumbing should be verified. Per homeowner,  
only bathroom plumbing drains to septic tank.

Satisfactory ☒

Unsatisfactory ☐

Assessment ☐

Abandonment ☐

### Maintenance/Recommendations:

CCBH will be in contact with the results of today's  
sampling.

Continue to have tank pumped every 3 years.

Contact Megan Parnell @ 216-201-2001 x 1248  
with any questions.

Sanitarian

Megan Parnell

Date

10/23/08

NOTE: This evaluation of the system only applies to the date and time that the sewage system was inspected. These evaluations are supported by the annual household sewage management program permit fees. Data from sewage system evaluations conducted is available to each community. The Board of Health will assist each community in reviewing this data and in identifying potential sewage treatment options.

# CUYAHOGA COUNTY BOARD OF HEALTH

5550 Venture Drive  
Parma, Ohio 44130

PHONE: (216) 201-2020

FAX: (216) 676-1317

www.ccbh.net

## SEWAGE TREATMENT SYSTEM EVALUATION FORM

Address 17854 Sheldon Rd. City Brook Park Zip Code 44142  
Owner Orban Phone 216-269-9759 Bedrooms 2

### Description of system

per homeowner

Last pumping date 10/2009 Meter Reading \_\_\_\_\_ Water Source city Installation Date unknown

System Design: Non-Discharging/Discharging Location / Description storm sewer

Primary Treatment 1000 gallon septic tank (access to grade)

Secondary Treatment unknown

Tertiary Treatment N/A

### Filter Bed / Soil Absorption

Distribution Box: Observed/Not Observed Sampling Well: Observed/Not Observed Discharge Point: Observed/Not Observed

Water: (gallons per minute) 22 (run from) bathroom sink Time Started 2:09 Time Stopped 2:24

Gallons Used 230 Rise in liquid level during test Yes/No Dye used Yes/No

Dye Observed / Comments: yes - in storm sewer at rear of house (access behind

Effluent Quality turbid with septic odor house just West of this address).

### Aeration System

Aerator Motor Running Yes No Dosing Pump(s) Operating Yes No N/A Aerator Alarm Operating Yes No N/A

High Water Alarm Operating Yes No N/A Fail Safe/Telemetry Operating Yes No N/A Disinfection Operating Yes No N/A

Re-Aeration Operating Yes No N/A Effluent Quality \_\_\_\_\_

Additional Comments: Basement plumbing not checked - per homeowner,  
laundry/utility tub drains to sump - not connected to  
septic tank.

Satisfactory

☒ Unsatisfactory

Assessment

Abandonment

### Maintenance/Recommendations:

Continue to have septic tank pumped every 3 years.

Contact Megan Parnell @ 216-201-2001 x1248 with any  
questions.

Sanitarian

Megan Parnell

Date

11/30/09

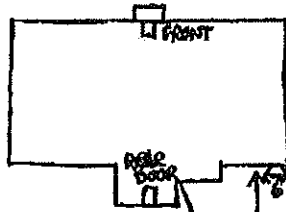
NOTE: This evaluation of the system only applies to the date and time that the sewage system was inspected. These evaluations are supported by the annual household sewage management program permit fees. Data from sewage system evaluations conducted is available to each community. The Board of Health will assist each community in reviewing this data and in identifying potential sewage treatment options.

NORTH

DRIVEWAY

17452 SHELDON RD  
BROOKPARK  
MARTYNOWSKI  
CITY WATER  
A&P SEPTIC  
O.K. - OCT. 28, 1988

17252  
HSTS-00169

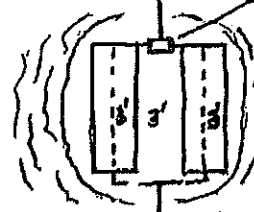


LAUNDRY  
EXISTING  
MAIN LINE

1000 gal SEPTIC TANK  
W/ RISER TO GRADE  
300 gal closing  
TANK W/ RISER  
to GRADE

48' 8" 1 1/2" SCH 40 P.V.C.

DISTRIBUTION BOX  
TO GRADE



12' X 30'  
FOUNDED SUBSIDIARY  
SAND FILTER BED  
18" GRAVEL  
18" SAND

18' 4" 12" SAMPLING WELL  
TO GRADE

EXISTING DISCHARGE  
LINE to STORM

M. Seifert

## DistrictList - Page 1 - print date: 9/16/2016

<u>Status</u>	<u>Address</u>	<u>Last Inspection Date/Type</u>	<u>NPDES?</u>	<u>Discharging</u>	<u>Final</u>	<u>Primary</u>	<u>Secondary</u>	<u>Tertiary</u>
Active	Ziggy and Friends Residence 5000 Aero Space PKWY Brook Park, 44142 PPN: 34108005	8/26/2011 Evaluation-Pass	No		2007	Septic Tank - Generic Whitewater - DF Series ATU		Drip Distribution - Delta Dose Tank - Generic
Active	Opal Residence 6325 Grayton RD Brook Park, 44142 PPN: 34112011	12/8/2015 Final	Yes	Creek/Stream/River	2015	Septic Tank - Genedet - 1500 Series BAT Media Plants Septic Tank - Generic		Jet UV - 952
Active	Varner Residence 18666 Sheldon RD Brook Park, 44142 PPN: 34213157	11/18/2009 Evaluation-Fail	No	Creek/Stream/River	1966	Septic Tank - Generic	Filter Bed - Generic	
Active	Ramirez Residence 17752 Sheldon RD Brook Park, 44142 PPN: 34214026	11/30/2009 Evaluation-Fail	No	Storm Sewer	1988	Septic Tank - Generic	Filter Bed - Generic	
Active	Pavlik Residence 18826 Sheldon RD Brook Park, 44142 PPN: 34213153	11/18/2009 Assessment	No		Unknown	Septic Tank - Generic		
Active	Sellman Residence 18726 Sheldon RD Brook Park, 44142 PPN: 34213155	11/9/2009 Evaluation-Fail	No	Surface	Unknown	Septic Tank - Generic		
Active	Hendricks Residence 18756 Sheldon RD Brook Park, 44142 PPN: 34213154	7/9/1997 Evaluation-Fail	No	Creek/Stream/River	Unknown	Septic Tank - Generic		



## DistrictList - Page 2 - print date: 9/16/2016

<u>Status</u>	<u>Address</u>	<u>Last Inspection Date/Type</u>	<u>NPDES?</u>	<u>Discharging</u>	<u>Final</u>	<u>Primary</u>	<u>Secondary</u>	<u>Tertiary</u>
Active	Kubicki Residence 18696 Sheldon RD Brook Park, 44142 PPN: 34213156	11/17/2009 Evaluation-Fail	No	Storm Sewer	1964	Septic Tank - Generic	Filter Bed - Generic	
Active	Downie Residence 19988 Sheldon RD Brook Park, 44142 PPN: 34211006	7/1/2004 Evaluation-Fail	No	Storm Sewer	1958	Septic Tank - Generic	Filter Bed - Generic	
Active	Schreiber Residence 17814 Sheldon RD Brook Park, 44142 PPN: 34214028	10/23/2008 Evaluation-Fail	No		Unknown	Septic Tank - Generic		
Active	Orban Residence 17854 Sheldon RD Brook Park, 44142 PPN: 34214029	11/30/2009 Evaluation-Fail	No		Unknown	Septic Tank - Generic		
Active	Netzel Residence 19632 Sheldon RD Brook Park, 44142 PPN: 34212003	11/17/2009 Evaluation-Pass	No	Creek/Stream/River	1995	Trash Trap - Generic	Aeration Tank - Generic	
Active	Decaprio Residence 18538 Sheldon RD Brook Park, 44142 PPN: 34213067	4/13/2012 Assessment	No		1956	Septic Tank - Generic	Filter Bed - Generic	
Active	Daily Residence 17780 Sheldon RD Brook Park, 44142 PPN: 34214027	6/29/2016 Final	Yes	Storm Sewer	2016	Septic Tank - Generic Trash Trap - Generic	Jet - J-Series	Jet UV - 952

**DistrictList - Page 3 - print date: 9/16/2016**

<u>Status</u>	<u>Address</u>	<u>Last Inspection Date/Type</u>	<u>NPDES?</u>	<u>Discharging</u>	<u>Final</u>	<u>Primary</u>	<u>Secondary</u>	<u>Tertiary</u>
Active	Karolczyk Residence 19622 Sheldon RD Brook Park, 44142 PPN: 34212002	11/23/2009 Assessment	No		Unknown	Septic Tank - Generic		

## Sampling Inspection Detailed Report

5/17/2023

## Sampling Inspection Detailed Report

5/17/2023

# Comprehensive Outfall Database

## Outfall Inventory Report

**ACMB1358**

### General Location Information

Receiving Stream: Abrams Creek - Main Branch

Watershed: Rocky River

SubWater: ABRAMS CREEK

Community: Brook Park

County: Cuyahoga

Parcel:

State Plane N:

State Plane E:

Latitude: 41.39095

Longitude: -81.83222

Elevation (ft): 903

General Location or Address:

Behind 6496 Claudia  
(Near Mid-Brook Baptist Church)

### Land Use

- |   |   |
|---|---|
| <input type="checkbox"/> Industrial             | <input type="checkbox"/> Open Space               |
| <input type="checkbox"/> Agricultural           | <input type="checkbox"/> Industrial/Commercial    |
| <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> Residential/Commercial   |
| <input type="checkbox"/> Commercial             | <input type="checkbox"/> Residential/Agricultural |
| <input type="checkbox"/> Other                  |   |

### Storm Sewer Map Information

Outfall on Map: ☒ Yes ☐ No

Outfall Located on (facing downstream):  
River Left

### Pipe Characteristics

Pipe Shape:

- |  |                                      |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> Circular | <input type="checkbox"/> Elliptica   |
| <input type="checkbox"/> Egg                 | <input type="checkbox"/> Rectangular |
| <input type="checkbox"/> Other, describe:    |                                      |

Pipe Height (in): 36

Pipe Width (in):

Pipe Material:

- |                              |   |
|------------------------------|---|
| <input type="checkbox"/> RCP | <input checked="" type="checkbox"/> PVC   |
| <input type="checkbox"/> VCP | <input type="checkbox"/> Cast Iron        |
| <input type="checkbox"/> CMP | <input type="checkbox"/> Other, describe: |

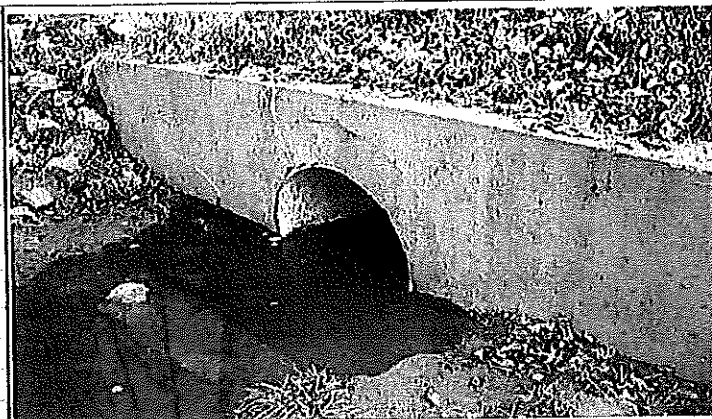
Pipe Condition:

- |  |                               |
|--|-------------------------------|
| <input checked="" type="checkbox"/> Good | <input type="checkbox"/> Poor |
| <input type="checkbox"/> Fair            | <input type="checkbox"/> N/A  |

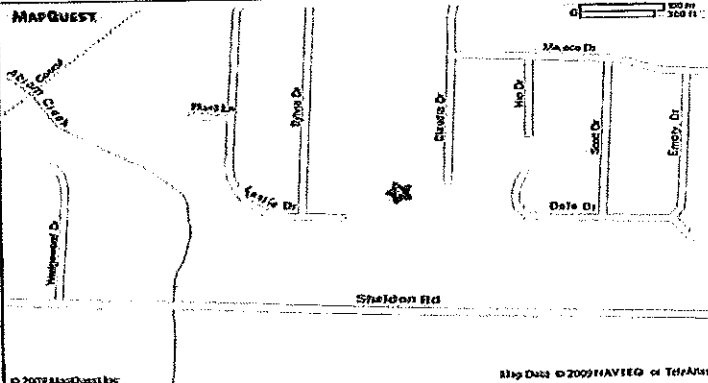
Height from Invert to Stream Flow Level (ft): 0

### Outfall Type/Ownership

Outfall Type: Public Storm - MS4



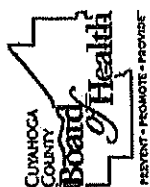
Outfall Photograph



Location Map

### Additional Detail

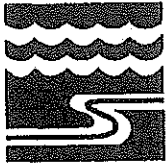
### Comments



# Comprehensive Outfall Database

## Phase II Sampling Summary Report

<i>Community</i>	<i>Outfall ID</i>	<i>Description Location</i>	<i>Date Inspection</i>	<i>Fecal Coliform</i>	<i>Ecoli Sample</i>
Abrams Creek - Main Branch Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	7/28/2015		
Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	7/16/2014		15,380
Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	5/8/2013		
Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	4/9/2012		28
Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	7/5/2011		
Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	7/1/2010		LAB ERROR
Brook Park	ACMB1358	Behind 6496 Claudia (Near Mid-Brook Baptist Church)	6/27/2016		1,188



Northeast Ohio Regional Sewer District Analytical Services  
4747 E. 49th Street, Cleveland, OH 44125  
(216) 641-6000

---

Friday, May 7, 2021

Domenica McClintock  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130

RE: CCBH Sewage, Brook Park, 5750  
Version: v.0

Dear Domenica McClintock

The Northeast Ohio Regional Sewer District Analytical Services Department received 1 sample(s) on Wednesday, May 5, 2021, for the analyses presented in the following report. All sample conditions were acceptable upon receipt.

Any problems with the analytical events associated with this report are noted in the Workorder Summary. Quality Control Data was within laboratory-defined or method-specified acceptance limits unless otherwise noted in the Workorder Summary and/or Analytical Results. Sample results reported relate only to the samples as received at the laboratory.

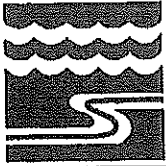
Results reported herein conform to NELAP Standards, where applicable, unless otherwise noted in the report. Laboratory Certifications are held with NELAP – NH DES (#2238) and Ohio EPA (#498, #1349).

If you have any questions related to these analytical results, please feel free to contact me.

Sincerely,

Jeroen Van Acker, Laboratory Data Specialist  
vanackerj@neorsd.org  
(216) 641-6000





## Northeast Ohio Regional Sewer District Analytical Services

4747 E. 49th Street, Cleveland, OH 44125

(216) 641-6000

### Data Qualifiers (Qual)

B: Target analyte detected in blank.

H: Sample analyzed past hold time.

EC: Estimated count

~: Result estimated

P: Precision QC not met, result estimated

A: Accuracy QC not met, result estimated

J: Result was greater than the MDL but less than the PQL

S: Surrogate exhibited recovery outside of control limits

m: Manual Integration

N: Result is a TIC

\*: Result exceeded MCL

AA: Below Detectable Limit

AE: Analytical Data Not Valid

AH: Sample Not Taken

### NH-ELAP Accreditation Qualifiers (Cert)

A: Accredited

N: Not Accredited

NA: Not Applicable

PE: Pending

S: Suspended

### Acronyms & Definitions

PQL: Practical Quantitation Limit

MDL: Method Detection Limit

DF: Dilution Factor

QC: Quality Control

MB: Method Blank

LCS: Laboratory Control Sample

LCSD: Laboratory Control Sample Duplicate

QCS: Quality Control Sample

RPD: Relative Percent Difference

MS: Matrix Spike

MSD: Matrix Spike Duplicate

ICV: Initial Calibration Verification

ICB: Initial Calibration Blank

CCV: Continuing Calibration Verification

CCB: Continuing Calibration Blank

RLC: Reporting Limit Check

IS: Internal Standard

SURR: Surrogate

TIC: Tentatively Identified Compound

MCL: Maximum Contaminant Level

Report Date: Friday, May 7, 2021 9:45:40 AM

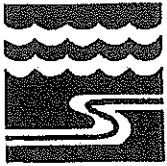
Version: v.0

WO: 5750

Page 2 of 8







Northeast Ohio Regional Sewer District Analytical Services  
4747 E. 49th Street, Cleveland, OH 44125  
(216) 641-6000

## Sample Summary

Lab ID	Sample ID	Matrix	Method	Date Collected	Date Received
5750001	Pond 17780 Sheldon	AQ	SM9223	05/05/2021 13:30	05/05/2021 14:20

Report Date: Friday, May 7, 2021 9:45:40 AM  
Version: v.0  
WO: 5750  
Page 3 of 8





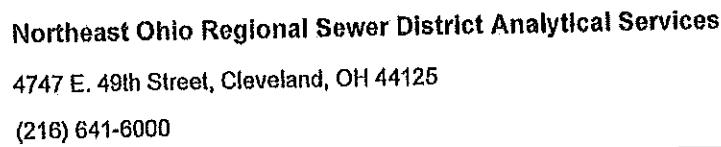
Northeast Ohio Regional Sewer District Analytical Services  
4747 E. 49th Street, Cleveland, OH 44125  
(216) 641-6000

### Analytical Results

Lab ID:	5750001	Date Collected:	05/05/2021 13:30			Matrix:	Aqueous			
Sample ID:	Pond 17780 Sheldon	Date Received:	05/05/2021 14:20							
Parameter	Results	Units	PQL	MDL	DF	Prepared	Analyzed	By	Cert	
SM9223										
Escherichia coli	98040	MPN/100mL	1	1	1	05/05/21 15:15	05/05/21 15:25	CS	A	

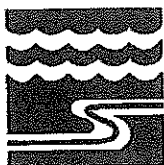
Report Date: Friday, May 7, 2021 9:45:40 AM  
Version: v.0  
WO: 5750  
Page 4 of 8





Report Date: Friday, May 7, 2021 9:45:40 AM  
Version: v.0  
WO: 5750  
Page 5 of 8





## Northeast Ohio Regional Sewer District Analytical Services

4747 E. 49th Street, Cleveland, OH 44125

(216) 641-6000

### Northeast Ohio Regional Sewer District (NEORS) Terms and Conditions for Analytical Work

#### General Information:

The NEORS Analytical Service department is a full-service environmental laboratory offering service for chemical and biological analysis of water, wastewater, other environmental samples, and research projects. The NEORS Analytical Services laboratory is certified by the State of Ohio for Drinking Water analysis and is accredited by the National Environmental Laboratory Accreditation Program (NELAP) through the New Hampshire Department of Environmental Services. NEORS is committed to providing defensible, high quality data for analytical services performed.

#### Payment and Terms:

NEORS accepts personal checks, bank checks, or purchase orders as payment for all services performed. Send remittance to NEORS Finance Department, 3900 Euclid Ave, Cleveland, Ohio 44125. All payments must be paid in full within 30 days. Late payments will be assessed a finance charge of 1.5 % per month, computed from due date for any amount not paid within 30 days.

#### Records Management:

NEORS retains records for Drinking Water analysis on-site for three years; all other records are retained on-site for one year and then moved off-site for storage.

#### Hours of Operation:

NEORS laboratory hours of operation are Monday through Friday from 8:00 am – 4:30 pm and Saturday and Sunday from 8:00 am – 10:00 am.

#### Sample Receiving Hours:

Sample receiving hours are Monday – Friday 8:00 am until 3:00 pm for most analyses. *Samples for bacteriological analysis should be received before 12:00 pm on Fridays. An additional charge of \$10.00 per sample will be assessed for all bacteriological samples submitted after 12:00 pm on Fridays.* Special arrangements can be made for sample submission outside these hours with prior approval and at an additional fee.

#### Sample Scheduling:

NEORS has strict Chain of Custody (COC) procedures for all samples submitted. Samples must be properly labeled and collected in proper containers. The COC provided by NEORS must be adequately documented including: analyses requested, sample collection dates and times, name and address for billing and reporting, and telephone number and contact name for questions. Missing information or failure to follow these requirements will delay sample processing. *NEORS requires advanced notice for scheduling purposes when submitting samples for analysis. Contact Analytical Services to schedule sample submission.* Sample pick-up service is available for a fee.

#### Sample Rejection:

NEORS reserves the right to reject or refuse any sample or portion of any sample. NEORS does not accept "Radioactive" or "Biohazardous" samples.

#### Turn Around Time/Sample Retention:

Standard sample turn-around time is 10 business days. Rush analyses are available at a surcharge above the listed cost for analysis. Samples are retained for 30 days after a final report has been generated. Samples requiring longer retention will be returned to the client for storage.

#### Termination/Suspension of Analysis:

In the event all or any portion of the work performed or partially performed by the laboratory is suspended or terminated by the Client, the Client shall pay the lab the reasonable amount for the work performed.

#### Confidentiality:

NEORS is a public agency and will perform all work as confidentially as possible. Samples of proprietary nature must be designated as such in writing by the Client and in the event of a public records request, may be eligible for exclusion from disclosure under the Ohio Public Records Act.

#### Testimony:

In the event the laboratory is subpoenaed to provide documents or give expert testimony in a hearing, trial, or deposition in relation to services provided, the laboratory shall be compensated by the client for any associated expenses including, but not limited to, attorney fees, labor, and documentation fees.

#### Limited Warranty:

NEORS warranty on the accuracy of analysis is expressly limited by the condition of samples as they are received. The client is responsible for collecting samples using proper containers, preservatives, holding times, sampling techniques, and transport temperature (e.g. samples must be received on ice or with ice packs).

Form 5068-03

Date Revised: 5/21/2020

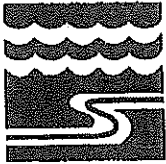
Report Date: Friday, May 7, 2021 9:45:40 AM

Version: v.0

WO: 5750

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## Northeast Ohio Regional Sewer District Analytical Services

4747 E. 49th Street, Cleveland, OH 44125

(216) 641-6000



Northeast Ohio Regional Sewer District Analytical Services

4747 E. 49th Street, Cleveland, OH 44125

(216) 641-0000

### Preliminary Workorder Billables

WO: 5750  
WO ID: CGBH Sewage, Brook Park  
Create Date: 05/05/2021 14:27  
Due Date: 05/07/2021 14:20  
WO TAT: 2 Work days from receipt  
Report: NEORSO Workorder Report W/ QC

Account: CUY001  
Client: Cuyahoga County Board of Health  
Profile: Household Sewage  
PO:  
Project Manager: J. Van Acker  
Chain:

Report To: Megan Conklin  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130

Invoice To: Megan Conklin  
Cuyahoga County Board of Health  
5550 Venture Drive  
Parma, OH 44130

CC:

### Invoice Summary

Description	TAT	Quantity	Unit Price	Extended Price
E. coli by SM9223 ColiPort	2	1	\$20.00	\$20.00
Total				\$20.00

### Charge Details

Lab ID	Sample ID	Collected	Received	TAT	Mx	Charge
5750001	Pond 17780 Sheldon	05/05/2021 13:30	5/5/2021	W002	Aqueous	
	E. coli by SM9223 ColiPort			2		\$20.00

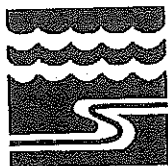
MAY - 6 2021

Thursday, May 6, 2021 10:45:43 AM  
Page 1 of 1



Report Date: Friday, May 7, 2021 9:45:40 AM  
Version: v.0  
WO: 5750  
Page 7 of 8





**Northeast Ohio Regional Sewer District Analytical Services**  
 4747 E. 49th Street, Cleveland, OH 44125  
 (216) 641-6000



Analytical Services

**External Client Sample Receipt Checklist**

Form 5056-11

WO#: 5750 Client: CCBH Checked / Logged In By (Initials): SHH Employee ID: 10728  
 Turn Around Time (TAT): Rush 24hrs ☒ Rush 48hrs ☐ Days ☐ STD 10-Day TAT ☐ STD 15-Day TAT ☐

Samples Received on ICE?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Sample Temperatures taken and recorded on COC?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Are Temperatures within Method Specifications?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
If No, did samples have adequate time to cool (-4hrs, 11.1)?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample volume and cooling time must be considered			
Shipping container/cooler in good condition?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Evidence tape or custody seals present?	Yes <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
COC present and completed correctly?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
COC agrees with sample labels?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Samples in proper container/bottle?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sample containers intact?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Sufficient sample volume for testing?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
All samples Received within Holding Time?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Samples properly Field Preserved and/or Field Filtered?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Are requested Analyses appropriate and/or correct?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Did sample(s) require Aliquoting? Preservation? (circle)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If Yes: 1) Date/Time Aliquot and/or Preserve:	Analyst (Initials): _____ EID: _____		
2) Circle Preservative: NONE H <sub>2</sub> SO <sub>4</sub> HNO <sub>3</sub> HCl NaOH Other =			
Field Preserved Metals >24hrs pushed thru pH batching?	Yes <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Did sample require Filtration in Sample Receiving?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
If Yes: 1) Date/Time Filtered:	Filtered by (Initials): _____ EID: _____		
2) Circle Test filtered for: DRP Cr <sup>6+</sup> Hg Metals Chlorophyll Other =			
BOD aliquot pH checked (if applicable), adjusted (6.5-7.5)?	Yes <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Chlorine Check (circle): N/A BOD CN N <sub>2</sub> Phenol 544/545 WETT Other: <input checked="" type="checkbox"/>	Cl <sub>2</sub> to be checked in Lab Area (circle) Micro Organisms Other _____		
If performed in Sample Receiving:	< 0.1 mg/L <input type="checkbox"/>	> 0.1 mg/L <input type="checkbox"/>	If > 0.1 mg/L Cl <sub>2</sub> , comment below
Supervisor, QA, PM or Client notified of discrepancy?	Yes <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Were approved deviations documented in writing by client	Yes <input type="checkbox"/>	NA <input checked="" type="checkbox"/>	
Sample Deviations, Comments and/or Corrective Actions:			
Date/Time Client Contacted:	By (Initials):		EID:



# CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

April 26, 2023

Mr. Timothy Pritchett, P.E.  
Consulting City Design Engineer, City of Brook Park  
c/o Euthenics, Inc.  
8235 Mohawk Drive  
Strongsville, Ohio 44136

**RE: Proposed Sanitary Sewer Installation Project – Sheldon Road & 5856 West 130th St.**

Dear Mr. Pritchett,

The Cuyahoga County Board of Health (CCBH) strongly supports the City of Brook Park's plan to install sanitary sewers and eliminate household Sewage Treatment Systems (STS) in the proposed sanitary sewer project area on Sheldon Road (See Figure 1). This project would also include the elimination of an STS located at 5856 West 130<sup>th</sup> St., which was discovered in 2018 and drains into a tributary of Big Creek and eventually the Cuyahoga River Watershed. The project would remove a total of fourteen (14) STSs servicing residential properties, the majority of which are undersized, of antiquated design, and discharge into the storm sewer. Results from recent bacterial sampling on Sheldon Rd. significantly exceed the public health nuisance limit for E. coli, indicating that water quality in Abrams Creek and thus the Rocky River Watershed is being negatively impacted by these systems.

Water quality sampling for bacteria is utilized to detect sewage contamination and can indicate the potential presence of disease-causing bacteria and viruses. On Sheldon Road, water quality sampling has identified high levels of bacteria far exceeding the public health nuisance limit for E. coli of 1,030 MPN/mL (See Table 1). Along Sheldon Road, E. coli levels as high as 325,500 and 244,200 MPN/100mL were detected in septic system discharge into the storm sewer. Elevated bacteria levels in the project area put the community at risk of exposure to waterborne pathogens, in addition to having detrimental impacts on the water quality of Abrams Creek, Big Creek, and both the Rocky River and Cuyahoga River Watersheds. This sanitary sewer project will assist the City of Brook Park in meeting its mandated Ohio EPA NPDES Phase II Stormwater Permit requirements by eliminating these illicit discharges from the storm sewer system.

Table 1. Bacterial Sample Results for Sheldon Road. Public Health Nuisance Limits Are Exceeded when E. coli > 1,030 MPN/100mL

Sampling Location	E.coli Sample Result	Date Sampled
Outfall ACMB1356 (Claudia/Kalvin)	4,730 MPN/100mL	6/30/2020
Outfall ACMB1356 (Claudia/Kalvin)	19,740 MPN/100mL	5/30/2018
Discharge - 19988 Sheldon Rd. STS	325,500 MPN/100mL	5/13/2021
Storm sewer - 19966 Sheldon Rd.	30,580 MPN/100mL	5/13/2021
North discharge pipe behind 18756 Sheldon Rd.	13,960 MPN/100mL	5/13/2021
South discharge pipe behind 18756 Sheldon Rd.	58,180 MPN/100mL	5/13/2021
Manhole - 6545 Grosse Rd.	244,200 MPN/100mL	5/13/2021
17780 Sheldon Rd. - ponding sewage in backyard	98,040 MPN/100mL	5/05/2021

Roderick Harris, DrPH Health Commissioner

5550 Venture Drive ♦ Parma, Ohio 44130 ♦ Direct: 216.201.2000 ♦ Fax: 216.676.1311 ♦ [www.ccbh.net](http://www.ccbh.net)

5/17/2023

Within the Sheldon Road/West 130th Street project area, seventy-nine (79%) of the homes utilize household sewage treatment systems that were installed prior to 1977, or are original to the house with unknown installation dates. Septic systems of this age commonly utilized an antiquated gravel filter bed or a primitive aeration system as the means of secondary treatment. Past evaluation records confirm that eight (8) systems, or fifty-seven (57%), are currently identified as being in failure because of poor operation. Systems of this type can be assumed to have a failure rate at or near 100% due to their age and antiquated design.

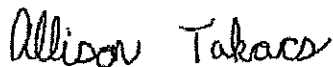
Due to the small lot sizes and poor soil conditions in this area, sewage effluent is discharged directly into the storm sewer, which eventually flows into Abrams Creek and a tributary of Big Creek. The 14 homes in this project area have the potential to release between 840 and 3,360 gallons of untreated or partially treated wastewater to the environment per day, based on an average of 1-4 people per residence (60 gallons/person/day).

This area has long been in need of sanitary sewers due to the documented nuisance conditions resulting from the performance of these antiquated household sewage treatment systems. The impact of the contamination from improperly treated wastewater on the Rocky River Watershed is a serious concern. In addition, the public health importance of this issue is fully realized when considering the pathogenic organisms present in poorly treated wastewater. The installation of a sanitary sewer would address both a public health and environmental health concern stemming from improperly treated sewage.

The need for sanitary sewers in this area of Brook Park is indisputable. Therefore, please accept this office's complete support for this important public health improvement plan. Included in this letter is information regarding the Household Sewage Treatment Systems in the area of the proposed sewer project as well as water quality sampling results.

Feel free to contact me at 216-201-2001 x 1269 if I can be of additional assistance in this effort.

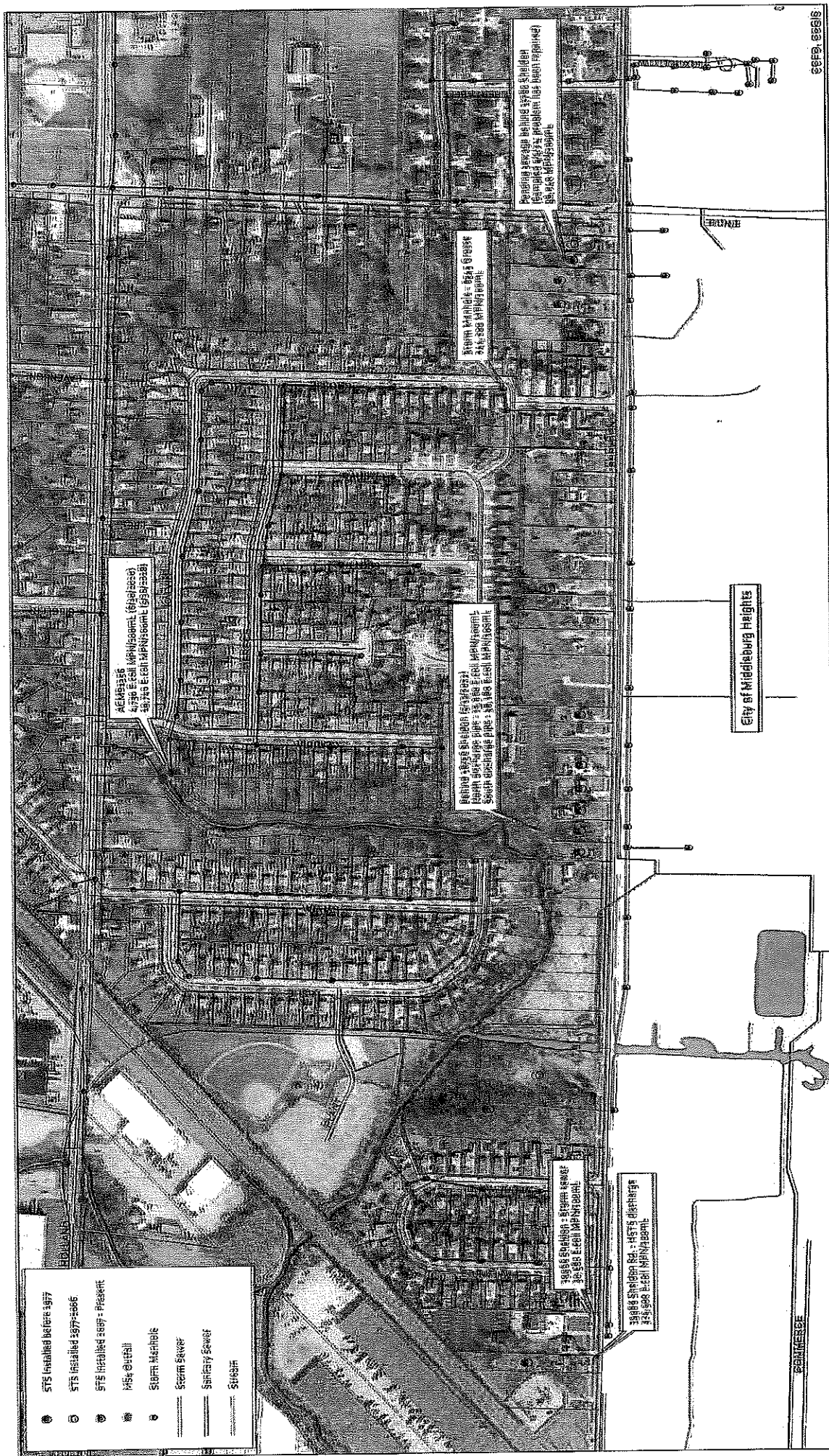
Sincerely,



Allison Takacs, Environmental Health Specialist In-Training  
Environmental Public Health Services

cc: Brian Beyer, City of Brook Park Service Director





Owner Name	Street Address	City, Zip	PPN	Last Inspection	Inspection Type	Install Year	Secondary Treatment
Ramirez Residence	17752 Sheldon Rd	Brook Park, 44142	34214026	2009, November 30	Evaluation-Fail	1988	360-Square Foot Filter Bed - Generic
Kerwin Residence	17780 Sheldon Rd	Brook Park, 44142	34214027	2019, September 24	Survey	2016	500-Gallons Per Day Jet - J-Series
Schreiber Residence	17814 Sheldon Rd	Brook Park, 44142	34214028	2008, October 23	Evaluation-Fail	Unknown	
Orban Residence	17854 Sheldon Rd	Brook Park, 44142	34214029	2009, November 30	Evaluation-Fail	Unknown	
Decaprio Residence	18538 Sheldon Rd	Brook Park, 44142	34213067	2012, April 13	Assessment	1956	270-Square Foot Filter Bed - Generic
Varnier Residence	18666 Sheldon Rd	Brook Park, 44142	34213157	2009, November 18	Evaluation-Fail	1966	270-Square Foot Filter Bed - Generic
Kubicki Residence	18696 Sheldon Rd	Brook Park, 44142	34213156	2009, November 17	Evaluation-Fail	1964	180-Square Foot Filter Bed - Generic
Seliman Residence	18726 Sheldon Rd	Brook Park, 44142	34213155	2009, November 9	Evaluation-Fail	Unknown	
Sanka Residence	18756 Sheldon Rd	Brook Park, 44142	34213154	1997, July 9	Evaluation-Fail	Unknown	
Basham Residence	19132 Sheldon Rd	Brook Park, 44142	34212001	2009, November 18	Assessment	Unknown	
Karolczyk Residence	19622 Sheldon Rd	Brook Park, 44142	34212002	2009, November 23	Assessment	Unknown	
Netzel Residence	19632 Sheldon Rd	Brook Park, 44142	34212003	2009, November 17	Evaluation-Pass	1995	500-Gallons Per Day Aeration Tank - Generic
Carpio Residence	19988 Sheldon Rd	Brook Park, 44142	34211006	2017, July 12	Evaluation-Fail	1958	180-Square Foot Filter Bed - Generic
Boggs Residence	5856 West 130th	Brook Park, 44142	34416011	NA (STS Discovered 2018)	NA	Unknown	

**CITY OF BROOK PARK  
DESIGN ENGINEERING COSTS  
SHELDON ROAD AND 5856 WEST 130TH STREET SEPTIC SYSTEMS ABATEMENT PROJECT  
MANHOUR ESTIMATE**

**PRELIMINARY DESIGN**

**Field Survey**

Survey Vertical Bench Run Elevations	4 Areas	@	4 CH	=	16 CH
Locate Proposed 6" Sewer Connection to House Outlet Sewer	13 Locations	@	2 CH	=	26 CH
Survey Low Basement Elevations	13 Locations	@	2 CH	=	26 CH
Topographic Survey along Centerline of Proposed Mainline Sewer	1,000 Feet	@	16 CH	=	16 CH
Topographic Survey along 6" House Connections and Force Mains	2,300 Feet	@	48 CH	=	48 CH
Survey Outlet Manhole Elevations and Flowline	5 Each	@	2 CH	=	10 CH
Survey Supervision and Office Time				=	24 MH
Engineering Adjustments to Schematic Layouts				=	16 MH
<b>SUBTOTAL PRELIMINARY DESIGN</b>					<b>142 CH</b>
					<b>40 MH</b>

**FINAL DESIGN**

**Final Engineering Design**

**Final Construction Plans**

Title Sheet				=	12 MH
Plan/Profile Sheets (1" = 20' H, 1" = 5' V)	4 Sheets	@	40 MH	=	160 MH
Sewer Lateral and 1 1/2" Force Main Profiles	14 Profiles	@	3 MH	=	42 MH
Maintenance of Traffic Plans (1" = 50')	2 Sheets	@	20 MH	=	40 MH
Erosion and Sediment Control Plans				=	28 MH
Grinder Pump Detail Plan				=	16 MH
Miscellaneous Sewer, Manhole and Repair Details				=	18 MH
Completing EPA Permit Forms and Notice of Intent				=	20 MH
Coordination with Cuyahoga County Health Department, Sanitary Sewer Department and Property Owners				=	24 MH
Final Construction Cost Estimate				=	18 MH
Contract Documents and Detailed Specifications Book				=	40 MH
Supervision				=	24 MH
Printing and Clerical				=	18 MH
<b>SUBTOTAL FINAL DESIGN</b>					<b>492 MH</b>

**VARIFICATION**

**Testing, Monitoring and Coordination**

**Pre-Construction Testing/Monitoring**

**Post-Construction Testing/Monitoring**

**Supervision**

**Printing and Clerical**

See Proposed Fee	
See Proposed Fee	
=	12 MH
=	8 MH
<b>SUBTOTAL VERIFICATION</b>	<b>20 MH</b>

CITY OF BROOK PARK  
DESIGN ENGINEERING COSTS  
SHELDON ROAD AND 5856 WEST 130TH STREET SEPTIC SYSTEMS ABATEMENT PROJECT  
DERIVATION OF PROPOSED FEE

PRELIMINARY DESIGN

Project Manager	22	Man-Hours	@	\$	175.00	=	\$	3,850.00
Professional Surveyor	18	Man-Hours	@	\$	165.00	=	\$	2,970.00
2 Man Survey Crew	142	Crew-Hours	@	\$	175.00	=	\$	24,850.00
SUBTOTAL PRELIMINARY DESIGN								\$ 31,670.00

FINAL DESIGN

Project Manager	48	Man-Hours	@	\$	175.00	=	\$	8,400.00
Professional Engineer	246	Man-Hours	@	\$	140.00	=	\$	34,440.00
AutoCad Technician	180	Man-Hours	@	\$	110.00	=	\$	19,800.00
Printing and Clerical	18	Man-Hours	@	\$	55.00	=	\$	990.00
SUBTOTAL FINAL DESIGN								= \$ 63,630.00

VARIFICATION

Pre and Post Testing/Monitoring Allowance						=	\$	15,000.00
Project Manager	12	Man-Hours	@	\$	175.00	=	\$	2,100.00
Printing and Clerical	8	Man-Hours	@	\$	55.00	=	\$	440.00
SUBTOTAL VERIFICATION								= \$ 17,540.00

TOTAL PROPOSED FEE = \$ 112,840.00

# EXHIBIT E

# City of Brook Park

*Finance Department*

Mary J. Maykut  
Finance Director

Assistant Finance Director

## CERTIFICATION

OF

## AVAILABILITY OF LOCAL FUNDS

Date: May 09, 2023

I, Mary Maykut, Interim Director of Finance for the City of Brook Park, do hereby certify that Brook Park has or will collect the amount of \$28,210.00 in the Capital Improvement Fund, and that this amount will be used to pay the Local share of the Preliminary and Final Engineering Design Costs for the Sheldon Road and 5856 West 130<sup>th</sup> Street Septic Systems Abatement Project.

Mary Maykut  
Mary Maykut  
Interim Director of Finance

May 9, 2023  
Date

6161 Engle Road • Brook Park, Ohio 44142  
216/433-1300 • Fax 216/433-0822



# EXHIBIT F

## **MEMBER COMMUNITY INFRASTRUCTURE PROGRAM POLICY**

The Member Community Infrastructure Program (MCIP) is a funding program provided by the Northeast Ohio Regional Sewer District (District) to assist both member communities and other eligible political subdivisions that own, operate, and maintain public sewer infrastructure that is tributary to a District wastewater treatment plant, with cost-effective sewer infrastructure projects to address water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment.

The intent of the MCIP is to provide an equitable funding opportunity annually to member communities and eligible political subdivisions for sewer infrastructure repair and rehabilitation that will:

- Continue progress towards environmentally sustainable and healthy communities through protection and improvement of the region's water resources consistent with the vision of the District.
- Provide funding availability to Equity Investment Focus Areas based on the District's understanding of socioeconomic characteristics of ratepayer households within the District's wastewater service area that supports sewer infrastructure improvements.
- Support efforts to assist member communities' compliance with the District's Community Discharge Permit Program.
- Improve function and condition of the local sewer system.
- Identify and remove sources of inflow and infiltration (I/I) from the sewer system. This reduction will preserve the hydraulic capacity of the local and District sewer system and alleviate problems such as basement flooding.

Subject to available funding and District Board of Trustee (BOT) approval, the District anticipates funds will be available annually through a competitive process. The District will annually review the terms and conditions of the MCIP and may modify these terms and conditions based on lessons learned from previous funding rounds. There are two mechanisms for funding under the MCIP: (a) MCIP Grant or (b) a Community Operating Lease. The District will determine the appropriate funding mechanism during the application review process. Applicants do not specify a funding preference.

All available MCIP funds will be provided by the District to the member community or other eligible political subdivision for direct project costs, conditioned on the District's prior approval of the project and member community or eligible political subdivision compliance with this Policy and the District approved Project Agreement. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the member community or eligible political subdivision and the District shall remain with the District.

If the member community or other eligible political subdivision fails to maintain a project funded



through the MCIP in accordance with applicable agreements executed with the District, it shall be liable for the full amount of MCIP funds paid for the project.

The District will provide an annual update to the BOT and member communities on MCIP projects.

## MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCESS OVERVIEW

### Project Eligibility

A project must meet the following minimum requirements to be eligible for MCIP funding:

- Reduce water quantity issues and address water quality issues that impact human health and the environment associated with combined or separate sanitary infrastructure problems, as determined by the District.
- Located in the District's sanitary sewer service area <http://arcg.is/2bPxzEt>.
- Include a minimum of 25% non-District funds dedicated to the project.
- Meet all applicable District, federal, state, and local regulations, and requirements.
- Community must be in compliance with the Water Quality Technical Support Program under the District's Title III Separate Sanitary Sewer Code  
[https://www.neorsd.org/!Library.php?SOURCE=library/Code%20of%20Regulations%20-%20Title%20III%20Separate%20Sanitary%20Sewer%20Code.pdf&a=download\\_file&LIBRARYRECORD\\_ID=853](https://www.neorsd.org/!Library.php?SOURCE=library/Code%20of%20Regulations%20-%20Title%20III%20Separate%20Sanitary%20Sewer%20Code.pdf&a=download_file&LIBRARYRECORD_ID=853)
- Tributary to a District wastewater treatment plant.
- Owned, operated, and maintained by a member community of the District or by an eligible political subdivision, which shall be a political subdivision of the State of Ohio.
- Not be the subject of a contract which transfers ownership of the project to a private entity.

To be eligible for MCIP funding, eligible public entities submitting proposals must, in addition to all other MCIP program requirements, provide a resolution or ordinance adopted by the member community legislative body in support of the project.

Member communities and eligible political subdivisions may use MCIP funds for planning, design, construction, and administrative costs directly associated with approved projects. Eligible projects include, but are not limited to the following:

- Mitigation of sanitary sewer overflows (SSOs) and illicit discharges
- Mitigation of inflow and infiltration
- Removal and elimination of failing home sewage treatment systems (HSTS)
- Increases to local sewer system's level of service

- Management of stormwater flow that enhance combined/sanitary sewer system level of service

#### **Application Process Overview**

1. For each year of funding the District will issue a Request for Proposals (RFP) to its member communities and eligible public entities.
2. The forms for the application process are located at <http://www.neorsd.org/mcip>
3. All proposals will be reviewed based on the scoring criteria found in the RFP.
4. The District's review committee will make the determination if the proposed project will be recommended for a grant or community operating lease contract. If the community operating lease option is selected, the member community or eligible political subdivision will be contacted to discuss the terms of the lease agreement.
5. MCIP recommendations will be presented to the District's BOT for final approval.
6. Upon approval by the BOT, the District will enter into a MCIP Project Agreement for each awarded project with the applicable member community or eligible political subdivision.

#### **Project Agreement**

Projects approved by the BOT will be either funded through a MCIP Project Agreement or a Community Operating Lease Agreement, depending on the District funding availability. The District's Legal Department will prepare the appropriate MCIP Project Agreement between the District and the member community or eligible political subdivision.

#### **MCIP Project Agreement**

The member community or eligible political subdivision is responsible for the full implementation of the MCIP Project as defined in the annual request for proposal. At a minimum, the MCIP Project Agreement will contain the following provisions requiring the member community or eligible political subdivision to:

- Award and/or bid, design and/or construct, and manage the MCIP Project.
- Obtain all necessary approvals and permits and pay all applicable fees connected with the MCIP Project.
- Obtain all easements, rights of entry, and other legal agreements necessary to complete the MCIP Project.
- Maintain and operate the MCIP Project during construction and after project completion for the life of the project.
- Any other provision the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

### **Community Operating Lease Agreement**

The member community or eligible political subdivision will be required to enter into an agreement containing, at a minimum, the following:

- A provision whereby the member community or eligible political subdivision leases the existing or planned sewer asset described in the MCIP Project proposal to the District for a nominal fee for a term to be agreed upon between the District and the member community or eligible political subdivision.
- A provision requiring the District to design, if design has not been finalized, and construct the MCIP Project.
- A provision requiring the member community or eligible political subdivision to waive all permit fees applicable to the MCIP Project during design and construction.
- A provision reverting the MCIP Project back to the member community or eligible political subdivision at the end of the lease term.
- A provision requiring the member community or eligible political subdivision to maintain and operate the MCIP Project for the duration of the lease term.
- Any other provision that the District determines is necessary to ensure compliance with this Policy and protect the interests of the District.

### **Budget Modification**

If in the event of qualifying unforeseen circumstances, a member community or eligible political subdivision may request additional funding for project eligible cost increases associated with said circumstances. All requests for additional funding will be contingent upon the availability of funds and justification of cost increases subject to District approval. The District is under no obligation to provide additional funds to MCIP awarded projects. The maximum amount of District funding for any approved budget modification will not exceed 75% of the revised MCIP project cost identified in the member community or eligible political subdivision proposal. The District, at its sole discretion, may waive the 25% non-District fund contribution requirement by a member community for a member community identified by the Office of the Auditor of the State of Ohio as being a local government in fiscal distress. This includes a member community in fiscal caution, watch or emergency as defined by the Office of the Auditor of the State of Ohio (<https://ohio.auditor.gov/fiscal/local.html>).

### **Requesting Additional Funds**

*Eligible requests include but are not limited to:*

- Costs identified due to unforeseen circumstances during the engineering or construction phase.
- Change orders during construction that are necessary to:
  - a. Complete the project as approved by the District without additional scope or project changes.

- b. Meet required federal or state regulatory standards that are new or were unforeseen at the time project design was completed.
- c. Address conditions not reasonably discoverable in the engineering and design phase of the project.

***Ineligible requests include but are not limited to:***

- Costs resulting from increased scope not needed to complete the original project without justification approved by the District.
- Funding a budget shortfall resulting from the project bids coming in higher than the estimate, without justification or explanation of unforeseen circumstances.
- Funding a budget shortfall in funding from other sources (i.e., local, state, federal and/or other sources).
- Cost overruns incurred during construction that were caused by engineering deficiencies and/or inadequate plan preparation.
- Cost overruns incurred as the result of contractor or project sponsor negligence or misfeasance.

**Direct Disbursement Overview**

1. MCIP funded projects shall be paid by the District based on the submission of design consultant invoices and construction contractor pay applications to the District, monthly or such other timing as contained in the MCIP Agreement, prior to payment for any costs incurred by the MCIP funding recipient, along with the consultant's or contractor's detailed invoicing itemizing all Project costs that are eligible for District payment by Direct Disbursement. The Direct Disbursement process shall apply to all MCIP Agreements entered into after the NEORSB Board of Trustees' authorization of this revised policy and may apply to those active MCIP Agreements entered into before such date with the concurrence of the MCIP recipient. Such concurrence may be provided via email or other written instrument.
2. All MCIP Direct Disbursement Requests for the project shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the project.
3. The District's award will represent a percentage of the project cost (the "Award Percentage"), based on the cost estimate provided in the project application.
4. The member community or eligible political subdivision must demonstrate that their percentage of the project (the "MCIP Applicant Percentage"), as identified in the application, has been paid. Under no circumstance shall the District's MCIP funding exceed the match commitment as stated in the proposal.

5. The member community or eligible political subdivision shall keep all records and documents relevant to the MCIP Project Agreement, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the 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 together with any other compliance information which may be reasonably required.
6. The member community or eligible political subdivision is responsible for all payments related to the MCIP project and shall bear the risk and remain solely responsible for any payments.
7. Upon request the member community or eligible political subdivision will provide a copy of any final accounting report prepared in connection with and specific to the project.

## **MEMBER COMMUNITY INFRASTRUCTURE PROGRAM PROCEDURES**

### **Request for Proposals**

The District intends to offer an annual Request for Proposals (RFP) to member communities and eligible public entities for the MCIP. The RFP includes project requirements, evaluation criteria, and schedule of deliverables.

### **Eligible Projects**

Within the annual RFP, the District will list eligible project categories. Project categories not listed can be discussed with the District for consideration.

### **Evaluation Criteria, Process, and Recommendations**

Proposals must be submitted no later than the specified due date and time listed in the RFP. Any materials that are not included in the initial submission will not be considered. The proposals are checked for completeness, filed electronically, and disbursed to the selection committee for review.

Final recommendations for funding will be based on the value of the Project Evaluation criteria in the RFP and past performance. The selection of projects is solely at the District's discretion.

The final recommendations to the BOT must be approved by a Chief Executive Officer Committee consisting of the Chief Executive Officer, Chief Financial Officer, Chief Legal Officer, Director of Engineering and Construction, and Director of Watershed Programs.

### **Project Agreement**

The District's Legal Department will send the MCIP Project Agreement to the primary project contact. The project commences under the MCIP when the MCIP Project Agreement is fully executed, and a purchase order number has been issued by the District.

### **Request for Budget Modification**

Budget Modifications require the submission of a Request for Budget Modification form to the Grant Programs Administrator. Budget Modification must be submitted with substantiating documentation. If approved, the Member Community or Political Subdivision will be required to enter into an amendment to the MCIP Grant Agreement or Community Operating Lease Agreement.

A Request for Budget Modification must be fully executed prior to consideration of further reimbursement requests.

### **Progress Reports**

Progress Reports will provide a summary of the project status with respect to objectives, degree of project completion, difficulties encountered, and next steps toward project completion. The Progress Report is located at <http://www.neorsd.org/mcip>.

Progress Reports will be submitted:

- Within 30 days of written request from the District
- As an attachment to all Direct Disbursement Requests

#### **Direct Disbursement Request**

For Direct Disbursement Requests, 100% of the MCIP funds must be used for activities and/or expenses directly related to the project, as approved by the District. These activities and expenses may include design, construction, materials, equipment, project performance verification, and signage specifically related to the MCIP eligible components of the project. Only project components described in the MCIP Project Agreement and/or approved Budget Modifications are eligible for payment. A Direct Disbursement Request for project costs cannot be submitted prior to a fully executed MCIP Project Agreement. Any Budget Modification must be documented by written District approval.

1. The Direct Disbursement Request forms can be found at <http://www.neorsd.org/mcip> or other location designated by the District.
2. A complete Direct Disbursement Request submission will include:
  - Payment Request Accuracy Verification and Progress Report Form
  - Project Expenditures Payment Request Form  
Itemize all applicable project expenses on the Project Expenditures Payment Request Form. Include supporting documentation to justify the expenses recorded, such as an itemized bill, invoice, or timecard. For clarity, highlight the applicable expenditures on invoices as they pertain to the specific Direct Disbursement Request.

The Direct Disbursement Request shall be submitted to the Grant Programs Administrator. Send submissions to Linda Mayer, Grant Programs Administrator II, [mayerl@neorsd.org](mailto:mayerl@neorsd.org).

Upon successful review of the submission by Grant Programs Administrator II and final review by the District's Director of Watershed Programs the Direct Disbursement Request approval process is complete.

The disbursement to the MCIP grant recipient can be anticipated within 30 days of the final approval of the Direct Disbursement Request.



# EXHIBIT G



**Northeast Ohio  
Regional Sewer District**

**MEMBER COMMUNITY INFRASTRUCTURE PROGRAM  
DIRECT DISBURSEMENT  
PAYMENT REQUEST ACCURACY VERIFICATION AND PROGRESS REPORT**

**Project Information**

Grantee: \_\_\_\_\_

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

Payment Request Amount: \_\_\_\_\_

**Authorized Signature**

Pursuant to the terms of the Agreement between the Grantee and the Northeast Ohio Regional Sewer District (the "District") for the above-referenced Project, I am the duly authorized representative of the Grantee with respect to said Agreement and related consultant invoices/contractor pay/draw applications.

I hereby verify that the consultant invoice/contractor pay/draw application attached hereto from consultant/contractor is accurate, that the consultant's/contractor's materials and/or services reflected in the consultant invoice/contractor pay/draw application was furnished and performed in accordance with the conditions of the contract for the work and is to the satisfaction of the project, that the consultant invoice/contractor pay/draw application is not in dispute by the consultant/contractor or the Grantee that I recommend payment of same, and that information contained therein is true and correct to the best of my knowledge.

I also confirm that the Grantee shall pay the consultant/contractor such District-approved amount distributed to the Grantee as expeditiously as possible following receipt of funds from the District and within the time period prescribed in the Grantee's contract with the contractor/consultant to avoid any late fees or other penalties for late payment.

Further, I confirm that all information included in the Progress Report is verified and accurate.

Name (print or type): \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

***SUBMIT USING THE DIRECT DISBURSEMENT LINK ON THE MCIP WEBPAGE***

1) Complete the project status fields below and carry-over and update status with each subsequent Progress Report.

**Design Phase (Required Y/N)**

Design Bid:  
Design Start:  
Design End:

**Construction Phase (Required Y/N)**

Construction Bid:  
Construction Start:  
Construction End:

**Verification Monitoring (Required Y/N)**

Pre Start:                      Pre End:  
Post Start:                    Post End:

2) Summarize progress and/or accomplishments during this reporting period as related to your project implementation schedule. (500 word maximum)

3) Difficulties and delays encountered during this reporting period. (500 word maximum)

4) Describe progress towards Project tasks. (500 word maximum)

**Member Community Infrastructure Program  
DIRECT DISBURSEMENT – EXPENSE WORKSHEET**

Member Community: \_\_\_\_\_

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

**Instructions:**

Record all expenses and attach relevant procurement documentation, such as an itemized bill, receipt, invoice, timecard or other documentation to substantiate purchase as deemed acceptable by the NEORSD.

*Direct all Member Community Infrastructure Program disbursement questions and reports to the Watershed Programs Department's, Grant Programs Administrator II, Linda Mayer, [mayerl@neorsd.org](mailto:mayerl@neorsd.org).*

Vendor	Invoice Total	Other Funding Resources*	MCIP Request
<b>Grand Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

*\*applied to project match*