Special
Special

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

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10032-2016

INTRODUCED BY: MAYOR COYNE

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

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

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

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

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

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

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

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

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a Stormwater Management Program Service Agreement with the Northeast Ohio Regional Sewer District; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: August 2, 2016

Jim Astorga
PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak
Clerk of Council

APPROVED: [signature]
MAYOR

8/9/2016
DATE

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

[signature]
DIRECTOR OF LAW

Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no [illegible] in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at six of the most public places in said municipality as determined by Ordinance No. 4838-1975; location: City Hall 6161 Engle Road, Police Station 17401 Holland Road, #1 Fire Station 5590 Smith Road, #2 Fire Station 22530 Huple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days, commencing AUGUST 10, 2016

Michelle Blazak
MICHELLE BLAZAK
Clerk of Council

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 10032-2016 passed on the 2nd day of AUGUST 2016 by said council.

Michelle Blazak
Clerk of Council

	Yea	Nay
Troyer	✓	
Mencini	✓	
Powers	✓	
Scott	✓	
Burgio	✓	
McCormick	✓	
Salvatore	✓	

NORTHEAST OHIO REGIONAL SEWER DISTRICT

REGIONAL
STORMWATER
MANAGEMENT
PROGRAM

REGIONAL STORMWATER MANAGEMENT PROGRAM

SERVICE AGREEMENT

BY AND BETWEEN

THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

AND

CITY OF BROOK PARK

This Agreement is made and entered into this _____ day of _____, 20___, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 54-13, adopted by the Board of Trustees of the District on March 21, 2013 (Exhibit "A"), and the City of Brook Park (City) acting pursuant to Ordinance No. _____, adopted on _____, 20___ (Exhibit "B").

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

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

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

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

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

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises contained in this Agreement, the District and the City agree to the following:

Article 1
Definitions

1.01 Emergency shall mean the following: 1) a serious, unexpected, and/or potentially dangerous situation or event requiring immediate action by the District, as determined by the District's Chief Executive Officer, including but not limited to, the potential for personal injury, damage to property of the District or any other party, or damage to the environment; or 2) a situation or event affecting the District Chief Executive Officer's

ability to properly carry out his or her responsibilities relative to the operation of the District's Stormwater Management Program.

1.02 Local Stormwater System shall mean the entire system of watercourses, stormwater conveyance structures, or Stormwater Control Measures owned and/or operated by a private entity or a unit of local government other than the District. The Local Stormwater System shall include those watercourses, stormwater conveyance structures, or Stormwater Control Measures not designated as part of the Regional Stormwater System.

1.03 Member Community shall mean any city, village, or township wholly or partly within the District's stormwater service area.

1.04 Regional Stormwater System shall mean the entire system of watercourses, stormwater conveyance structures, and Stormwater Control Measures in the District's stormwater service area that are owned and/or operated by the District or over which the District has right of use for the management of stormwater, including both naturally occurring and constructed facilities. The Regional Stormwater System shall generally include those watercourses, stormwater conveyance structures, and Stormwater Control Measures receiving drainage from three hundred (300) acres of land or more. The District shall maintain a map of the Regional Stormwater System that shall serve as the official delineation of such system.

1.05 Stormwater Service Area shall mean all of the District's service area, excluding non-Member Communities and including those non-Member Communities with which the District has entered into an agreement for stormwater-only services as detailed in Section 5.0103 of Title V.

1.06 Stormwater Control Measure (SCM) shall mean an activity, measure, structure, device, or facility that helps to achieve stormwater management objectives, including, but not limited to, schedule or activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other practices to prevent or reduce the pollution of water resources, to control stormwater volume and/or rate, or to otherwise limit impacts to the Regional Stormwater System. Stormwater control measures shall be designed to minimize maintenance and reduce the potential for failure.

1.07 Stormwater Management Plan shall mean the written documents and plans that set forth the stormwater management for a particular site, parcel, or area which meet the requirements of a Member Community's stormwater management regulation.

1.08 Stormwater Master Plan shall mean the District's plans for protecting and managing the Regional Stormwater System within a watershed.

1.09 Stormwater Construction Plan shall mean the District's plans for the construction of physical improvements to the Regional Stormwater System and District owned or operated Stormwater Control Measures.

Article 2
Stormwater Service Area and Regional Stormwater System

2.01 It is agreed that the Stormwater Service Area is located within the territorial boundaries of the City as set forth in the map and description attached as Exhibit "C." It is expressly understood that all territories annexed by the City during the term of this Agreement shall be automatically and immediately included within the District Stormwater Service Area and depicted on an amended map as Exhibit "C." The City shall notify the District within ninety (90) days of all territories annexed to the Stormwater Service Area.

2.02 It is agreed that the Regional Stormwater System within the territorial boundaries of the City are set forth in the map attached as Exhibit "C" that shall serve as the official delineation of such system.

Article 3
Regional Stormwater Management Services Performed By District

3.01 The District shall be responsible for and shall bear the expense of operating and maintaining the Regional Stormwater System, as the District deems necessary, in its sole discretion, except as otherwise provided herein. The cost of such operation and maintenance shall be included as part of the stormwater fee on a system-wide basis. The District shall provide the following inspection, operation, maintenance and monitoring activities along the Regional Stormwater System, as described more fully in the District's Stormwater Management Program Inspection and Maintenance Policy, attached hereto as Exhibit "D", and as may be updated from time to time.

3.01.01 The District shall have the right to perform inspections of the Regional Stormwater System and the Local Stormwater System that affects the Regional Stormwater System. Such inspections may include the following:

i. Inspections in response to reports of problems or issues by account holders or the City, or related to problems or issues discovered by the District;
ii. Preventive maintenance inspections, defined as routine inspections on the Regional Stormwater System to ensure continued operation; and
iii. Base-line inspections and survey activities, defined as a systematic inspection of the Regional Stormwater System.

3.01.02 The District shall have the right to provide, at its own cost and expense, the planning, engineering, purchasing, construction, installation, inspection,

operation, maintenance, and monitoring activities along the Regional Stormwater System that the District, in its sole discretion, deems necessary or conducive to the proper and efficient functioning of the Regional Stormwater System, unless otherwise provided in this Agreement.

3.01.02.01 The District shall have the right to use the easements, streets, and other public ways and places of the City to the extent the City has such rights, for the purpose of inspection, operation, maintenance, and monitoring activities of the District as the District deems to be necessary for the operation of the Regional Stormwater System. After the District performs maintenance activities for the Regional Stormwater System, the surface easements and streets impacted by the District's maintenance activities shall be restored to previous condition at the District's expense, unless otherwise agreed to in writing between the Parties.

3.01.02.02 The District shall pay for the restoration of areas in which maintenance and construction is undertaken, shall pay for any property taken for such maintenance and construction and to the extent allowed by law, hold the City harmless from all damages or claims for damages to person or property arising from the performance of the District or its agents of any work to maintain Stormwater Control Measures unless otherwise provided in this Agreement. The City reserves the right to require its own inspectors, where it deems necessary, for work performed within its boundaries. The cost of any such inspections shall be borne by the City.

3.01.02.03 The District may coordinate work performed under this Agreement with projects performed by or at the request of the City. In such case, the Parties shall enter into a separate project agreement, setting forth the responsibilities of each party as to the components of the project, such as payment for utility relocations and betterments, scheduling, and site restoration requirements.

3.02 The District may undertake Emergency response activities to maintain areas of the Regional Stormwater System.

3.02.01 Emergency response activities may include the following:

i. Damage assessments related to any hazard event;

ii. Coordination activities with local, state, and federal agencies, including fire and service departments, local hazmat teams, Ohio EPA, U.S. Coast Guard, and Emergency Management agencies;
iii. Responding to chemical or petroleum discharges;
iv. Identification of the sources of spilled/illicitly discharged materials;
v. Remedying or facilitating the remediation of spilled/illicitly discharged materials;
vi. Evaluating facility performance during and following wet weather events;
vii. Remediation of major blockages; and
viii. Dissemination of public information related to an Emergency event.

3.02.02 The Parties shall designate the following individuals to serve as the primary and secondary points of contact in the event of any Emergency:

DISTRICT
Primary: Customer Service Department
(216) 881-8247

CITY
Primary: *[TITLE]*
[Phone]
Secondary: *[TITLE]*
[Phone]

3.03 The District shall develop and implement a Stormwater Construction Plan for the construction of physical improvements to the Regional Stormwater System and District-owned or -operated stormwater control measures. Projects included in the Stormwater Construction Plan shall be related to the proper function of the Regional Stormwater System and may require separate project agreements setting forth the responsibilities of the District and the City. The Stormwater Construction Plan shall be reviewed annually and updated as reasonable and necessary as new needs are identified. The District shall not undertake these activities without having the appropriate legal agreements with applicable property owners and obtaining clearance from applicable local, state, and federal agencies.

3.04 The District shall facilitate, coordinate, integrate, and maintain other stormwater related services, programs, and initiatives, generally on a watershed basis. Such services, programs, and initiatives shall be supportive of District and Member Community goals and objectives, including clean water, stream stability, flood control, education, account-holder service, and development of additional funding for Member Community stormwater management priorities.

3.04.01 The District shall provide support to the City with the Ohio Environmental Protection Agency's National Pollutant Discharge Eliminations System

(NPDES) General Permit for Municipal Separate Storm Sewer Systems requirements ("Phase II Stormwater NPDES Permit"), as Regional Stormwater Management Program funds are available and at the District's discretion. The City is responsible for all of its NPDES Permits, and any and all regulatory actions arising therefrom.

3.04.01.01 For Phase II Stormwater NPDES Permit Minimum Control Measure (MCM) #1 Public Education and Outreach, and MCM #2 Public Participation and Involvement, at the City's request, the District shall provide funding to the Cuyahoga County Soil and Water Conservation District (SWCD) for services agreed upon between the Cuyahoga County SWCD and the District.

3.04.01.02 For Phase II Stormwater NPDES Permit MCM #3 Illicit Discharge Detection and Elimination and MCM #6 Pollution Prevention and Good Housekeeping, at the City's request, the District shall provide funding to the Cuyahoga County Board of Health for services agreed upon between Cuyahoga County Board of Health and the District.

3.04.02 The District shall provide the City with Community Cost Share of 25% from funds derived from revenues collected from the City from the Stormwater Fee through a District-established application process. Member Communities may apply to the District for Community Cost Share revenues any time such funds are available, the project meets the Community Cost Share requirements, and is approved by the District. The Community Cost Share Program requirements, project application and approval process are detailed in the *Community Cost Share Policy* attached hereto as Exhibit "E." The *Community Cost Share Policy* may be revised or updated without formal need to modify this agreement.

3.05 The District shall establish Watershed Advisory Committees for those portions of the Rocky River, Cuyahoga River, Lake Erie Direct Tributaries, and Chagrin River watersheds within the District's stormwater service area. Per Section 5.0401 of Title V, the District shall establish rules, policies, and procedures for the membership and administration of the Watershed Advisory Committees and these shall be available for the City review and comment. The City shall annually appoint one (1) representative to participate in the Cuyahoga River and Rocky River Watershed Advisory Committees. The Watershed Advisory Committees will convene at least two (2) times per year. The District Watershed Advisory Committee roles and responsibilities are detailed in the District's *Watershed Advisory Committee Policy* attached hereto as Exhibit "F." The *Watershed Advisory Committee Policy* may be revised or updated without entering into a written modification to this agreement.

3.06 The District shall develop Stormwater Master Plans for portions of the Cuyahoga River and Rocky River Watersheds within the District's stormwater service area. The plans shall address both the needs of the Regional Stormwater System and of the watersheds. The District shall consider input from the City.

3.07 The District shall review proposed Stormwater Management Plans for any project regulated by the City by ordinance or resolution and located wholly within the District's stormwater service area. The Stormwater Management Plan submission process is detailed in the *Review of Separate Stormwater Management Plans Submitted by Member Communities Policy*. The *Review of Separate Stormwater Management Plans Submitted by Member Communities Policy* is attached hereto as Exhibit "G." The *Review of Separate Stormwater Management Plans Submitted by Member Communities Policy* may be revised or updated without entering into a written modification to this agreement. This requirement does not apply to Stormwater Management Plans for new development or redevelopment in the combined sewer system. These Stormwater Management Plans shall be submitted to the District and reviewed by the District pursuant to the requirements set forth in *Title IV: Combined Sewer Use Code*.

3.08 The District shall cooperate with all applicable federal, state, and local authorities to obtain permits and comply with applicable requirements to conduct activities described in Section 3.

Article 4
Obligations of City to the District

4.01 The City shall remain in compliance at all times with Title V.

4.02 The City shall provide access to the Regional Stormwater System accessible through public rights of way and assist with private property access for the activities described in Article 3 of this Agreement.

4.03 The City shall provide the District with available or applicable data and information on the Regional Stormwater System and the Local Stormwater System to assist the District in the development of the Stormwater Construction Plan and Stormwater Master Plans as described in Sections 3.03 and 3.06 of this Agreement.

4.04 The City shall provide representation for the District's Watershed Advisory Committee described in Section 3.05 of this Agreement. The City roles and responsibilities on the Watershed Advisory Committee are detailed in the District's *Watershed Advisory Committee Policy attached hereto*. The *Watershed Advisory Committee Policy* may be revised or updated without formal need to modify this agreement.

4.05 The City shall cooperate with and assist the District in obtaining the City permits, easements, rights-of-way, access, traffic control, and other rights and privileges

necessary to facilitate the District's work in an expeditious manner. The City shall not unreasonably withhold any necessary approvals, or interfere with the District's acquisition of the above items. The City shall not charge the District for any permits in connection with the District's work.

4.05.01 The City designates its ***{Insert Title}*** to serve as the District's primary contact for the purpose of assisting the District in obtaining permits, access to rights-of-way, and traffic control.

4.06 The City shall provide the District copies of the proposed Stormwater Management Plan for any project that is regulated by the City's local stormwater management ordinance or resolution and that is located within the District's Stormwater Service Area. Copies shall be submitted in hard copy and/or electronic format to the District within seven (7) business days of the submission of such plans to the City. The Stormwater Management Plan submission process is detailed in the *Review of Separate Stormwater Management Plans Submitted by Member Community's Policy*. The *Review of Separate Stormwater Management Plans Submitted by Member Community's Policy* is attached hereto. The *Review of Separate Stormwater Management Plans Submitted by Member Community's Policy* may be revised or updated without formal need to modify this agreement. This requirement does not apply to Stormwater Management Plans for new development or redevelopment in the combined sewer system. These Stormwater Management Plans shall be submitted to the District and reviewed by the District pursuant to the requirements set forth in the District's *Title IV: Combined Sewer Use Code*.

4.07 The City agrees to make no claim against the District on account of any damage to person or property or to any regional facility in any public street, highway, or easement, which claim arises before the District has notice of the condition causing such damage and before the District has had a reasonable period of time to respond to such condition after such notice is received.

Article 5
District's Authority to Enter Property

5.01 Nothing in this Agreement or Title V shall be construed to impair the District's emergency powers or restrict any powers the District may have to operate the Regional Stormwater System, including the right to enter upon property to perform inspections and exercise other rights and obligations contained in Chapter 6119 of the Ohio Revised Code.

5.02 The District shall not undertake the activities described in Section 3.03 of this Agreement without having the appropriate legal agreements with applicable property owners, and/or following the appropriate legal processes, and obtaining clearance from applicable local, state, and federal agencies.

Article 6
General Conditions

6.01 The City shall have a cause of action against the District if the City is damaged as the direct result of the District's breach of any term of this Agreement.

6.02 The District may provide additional service(s) or expand the stormwater service area to the City beyond what is provided in this Agreement and under the Regional Stormwater Management Program, upon request by the City.

6.02.01 When the City requests the District provide service(s) or perform work outside the scope of this Agreement and under the Regional Stormwater Management Program, and the District agrees to provide such additional services or work, the Parties shall enter into a separate project agreement to memorialize the understanding of the Parties with respect to such additional services.

6.02.02 When the City requests the District expand the stormwater service area to the City beyond the area included within the Regional Stormwater Management Program, and the District agrees to such expansion, the Parties shall enter into an amendment to this Agreement or a new Stormwater Management Program Service Agreement, setting forth the expanded service area and fee structure.

6.03 This Agreement shall at all times be governed in accordance with Title V of the District's Stormwater Management Code, including any future modifications thereto.

Article 7
Dispute Resolution

7.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

7.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Deputy Director of Watershed Programs	***{Insert Representative(s)}***

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

District Representative	City Representative
Director of Watershed Programs	***{Insert Representative(s)}***

7.03 If the Parties remain unable to resolve the dispute within ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 7.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

7.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 9, Remedies, below.

Article 8
Term

8.01 This Agreement shall begin as of the date first-above written and shall continue for the duration of the District's Regional Stormwater Management Program.

Article 9
Remedies

9.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 10
Counterpart Signatures

10.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 11
Governing Law

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

Article 12
Disclaimer of Joint Venture

12.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 13
Authority to Execute

13.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 14
Exhibits

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – NEORSD Resolution
Exhibit "B" – City Ordinance
Exhibit "C" – Stormwater Service Area
Exhibit "D" – Stormwater Management Program Inspection and Maintenance Policy
Exhibit "E" – Community Cost Share Policy
Exhibit "F" – Watershed Advisory Committee Policy
Exhibit "G" - Review of Separate Stormwater Management Plans Submitted by Member Communities Policy

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

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Julius Ciaccia
Chief Executive Officer

AND: _____
Darnell Brown, President
Board of Trustees

CITY OF BROOK PARK

By: _____

Title: _____

The legal form and correctness
of this instrument is approved.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Chief Legal Officer

Date: _____

The legal form and correctness
of this instrument is approved.

CITY OF BROOK PARK

By: _____
Director of Law

Date: 4/22/2016

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

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

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 54-13

Authorizing the Executive Director to enter into Stormwater Management Program Service Agreements with Member Communities for implementation of the Regional Stormwater Management Program.

WHEREAS, the Northeast Ohio Regional Sewer District has developed a Stormwater Management Program Service Agreement for the purpose of detailing services and responsibilities of the District and Member Communities under the Regional Stormwater Management Program; and

WHEREAS, the District is seeking authority to distribute the Stormwater Management Program Service Agreement to Member Communities and to enter into a Stormwater Management Program Service Agreement with each Member Community to memorialize the rights and responsibilities of the District and the Member Community regarding the performance of the stormwater projects under the Regional Stormwater Management Program;

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

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

Section 2. That this Board hereby authorizes and approves the Executive Director to enter into Stormwater Management Program Service Agreements with Member Communities for implementation of the Regional Stormwater Management Program.

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

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

On motion of Mayor DeGeeter seconded by Ms. Kelly, the foregoing resolution was unanimously adopted on March 21, 2013.

Sheila J. Kelly

Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

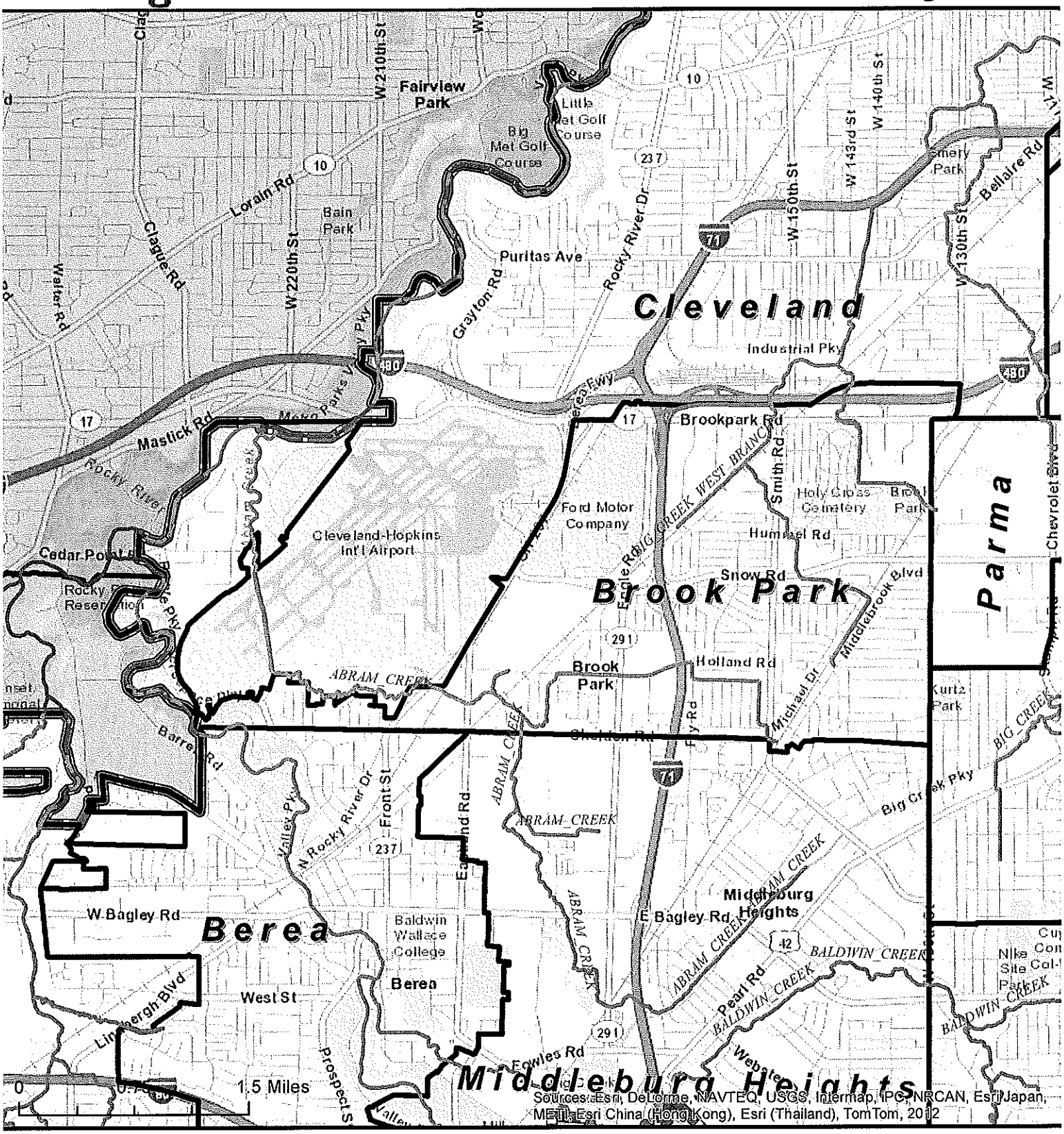
EXHIBIT B

Insert community ordinance/resolution

EXHIBIT C

Northeast Ohio Regional Sewer District

NORTHEAST OHIO REGIONAL SEWER DISTRICT
REGIONAL STORMWATER MANAGEMENT PROGRAM



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2012

Regional Stream Inside Service Area

Regional Stream Outside Service Area

NEORSD Stormwater Service Area Boundary

Community Boundary

Outside NEORSD Stormwater Service Area

Brook Park

Regional Stormwater System

Northeast Ohio Regional Sewer District

s information is for display purposes only. The Northeast Ohio Regional Sewer District (NEORSD) makes no warranties, expressed or implied, with respect to the accuracy of and the use of this map for any specific purpose. This map was created to serve as ba rmation for use in Geographic Information Systems (GIS) for a variety of planning and analysis purposes. The NEORSD expressly disclaims any liability that may result from the use of this map.

EXHIBIT D

Stormwater Management Program Inspection & Maintenance Policy

NORTHEAST OHIO REGIONAL SEWER DISTRICT

REGIONAL
STORMWATER
MANAGEMENT
PROGRAM

Revised: March 28, 2013

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I. Definitions

Culverted Stream: A closed conveyance structure designed to carry stormwater and through which stormwater flows.

Basin: A stormwater control measure designed to store water for a limited period of a time and provide peak flow attenuation. To be considered a regional basin, a basin must be in line with the Regional Stormwater System and must fulfill the function of causing a significant reduction in peak flow of water through the Regional Stormwater System as determined by the District.

Dam: A barrier constructed across an open channel to control or impound the flow of water; may be part of large regional basin facility.

District-owned Assets: Those Regional Stormwater System assets that are legally owned and operated by the District.

I&M Activities: Inspection and maintenance activities that include, but are not limited to, the inspection, assessment, cleaning, structural maintenance, aesthetic maintenance, emergency repairs, and water quality and habitat maintenance of Regional or Local Stormwater System assets to ensure their stormwater conveyance functionality.

Local Stormwater System: The entire system of watercourses, stormwater conveyance structures, or Stormwater Control Measures owned and/or operated by a private entity or a unit of local government other than the District. The Local Stormwater System shall include those watercourses, stormwater conveyance structures, or Stormwater Control Measures not designated as part of the Regional Stormwater System.

Local Stormwater System Assets: Those stormwater conveyance structures, channels, and control measures that are owned and/or operated by a private entity or a unit of local government other than the District, including all assets not designated as part of the Regional Stormwater System.

Open Channel: A natural or artificial uncovered conveyance structure through which stormwater flows.

Regional Stormwater System: The entire system of watercourses, stormwater conveyance structures, and Stormwater Control Measures in the District's stormwater service area that are owned and/or operated by the District or over which the District has right of use for the management of stormwater, including both naturally occurring and constructed facilities. The Regional Stormwater System shall generally include those watercourses, stormwater conveyance structures, and Stormwater Control Measures receiving drainage from three hundred (300) acres of land or more. The District shall maintain a map of the Regional Stormwater System that shall serve as the official delineation of such system.

Regional Stormwater System Assets: Those stormwater conveyance structures, channels, and control measures that drain three hundred (300) acres of land or more or are owned by the District.

Stormwater Control Measures (SCMs): An activity, measure, structure, device, or facility that helps to achieve stormwater management objectives including, without limitation, schedules of activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other practices to prevent or reduce the pollution of water resources, to control stormwater volume and/or rate, or to otherwise limit impacts to the Regional Stormwater System. SCMs shall be designed to minimize maintenance and reduce the potential for failure.

Transportation Crossings: Any structures, including bridges, which facilitate the flow of stormwater beneath roads, railroads and other transportation facilities.

II. Introduction

The Northeast Ohio Regional Sewer District (District) strives to protect and preserve the Regional Stormwater System through its Stormwater Management Program (SMP). In support of this goal, the District performs inspection, maintenance, and emergency repair activities on Regional Stormwater System assets to ensure their conveyance capacity as well as the protection of public safety and real property. These activities are performed as they relate to the District's objectives (see Section III) and as financial resources are available. This report documents the District's policies for funding and performing inspection and maintenance activities on components of the Regional Stormwater System.

III. District Inspection and Maintenance Objectives

The goal of the District's inspection and maintenance activities under the Stormwater Management Program is to protect and preserve the conveyance capacity of the Regional Stormwater System, as well as protect public safety and real property. This policy was developed to ensure that District inspection and maintenance activities remain aligned with this primary goal, while setting service expectations that are reasonable and viable.

This body of policies was developed to meet the following objectives for the Regional Stormwater System:

- Develop and implement sound, sustainable maintenance practices for stormwater control measures;
- Protect, preserve, and enhance the Regional Stormwater System while controlling costs;
- Prevent premature construction outlay through preventive and predictive maintenance;
- Increase response and repair speed and improve capabilities; and
- Encourage coordination with member communities on activities within their borders.

In addition, these policies are intended to coordinate with the stream monitoring, planning & modeling, and construction programs to achieve multi-objective floodplain and stream system management, and to support other areas of the stormwater management program.

IV. Regional Stormwater System I&M Overview

1. Non District-owned Assets

The following table summarizes the District's responsibility for inspection, maintenance activities, and emergency repairs for a variety of Regional Stormwater System assets not owned by the District. The District will be responsible for funding and carrying out facility inspection and assessment, as well as cleaning activities under its maintenance program. Inspections will take place to ensure the conveyance capacity of the asset and identify structural integrity issues (e.g. erosion) that could impact the operation of the Regional Stormwater System. District inspections are not intended to replace inspections otherwise mandated by local, state, or federal requirements (i.e. bridge, culvert, or dam inspections by facility owners and operators).

Activities the District will perform are indicated in the cells labeled "District" for each asset type in the table below. For other maintenance and repair activities, the approach to and funding for the activity varies by asset type. Cases A through E, which encompass the varying approaches, are described below. Section V-1 below describes inspection and maintenance activities that the District will perform for each asset, based on these cases.

Title V of the District's Code of Regulations allows the District access to all Regional Stormwater System assets for inspection purposes. For all other activities, performance will be contingent upon the District's ability to obtain access to the asset.

Table 1. Summary of District I&M Activities Policy along the Regional Stormwater System

	Open Channel	Basins	Culverted Streams	Transportation Crossings	Dams
Facility Inspection and Assessment	District	District	District	District	District
Maintenance Program: Cleaning Activities	District	District	District	District	District
Maintenance Program: Structural Maintenance	Case A	Case B	Case B	Case B	Case B
Maintenance Program: Aesthetic Maintenance	Case D	Case E	Case D	Case D	Case E
Maintenance Program: Water Quality & Habitat Maintenance	Case C	Case C	Case C	Case C	Case C
Emergency Repairs	Case A	Case B	Case B	Case B	Case B

Case A
Activities that have been classified as Case A are deemed a high priority due to their direct bearing on the SMP core mission. Case A activities are carried out to mitigate conditions in which stormwater conveyance, public safety, or property are likely to be threatened. In general, the District intends to carry out Case A activities without seeking funding from any external parties. However, these activities are subject to funding availability, project size, and other factors.

Case B
Activities that have been classified as Case B are deemed a high priority due to their direct bearing on the SMP core mission. Case B activities are carried out to mitigate conditions in which stormwater conveyance, public safety, or property is likely to be threatened. The District will seek to inform the asset owner and share project costs, as assets for which activities are categorized as Case B are likely to have an owner who is otherwise interested in the proper function of the asset. The timeliness of maintenance activities classified as Case B can be improved through increased willingness of the asset owner, or another third party, to share costs.

Case C
Activities that have been classified as Case C are important to the District's goal of improving water quality and environmental health, but are indirectly related to the SMP goal of maintaining stormwater conveyance. As such, case C activities may be carried out when possible as part of routine cleaning activities.

Case D
Activities that have been classified as Case D are deemed a lower priority due to their indirect relationship to the SMP core mission. Case D activities may be carried out by the District under extraordinary circumstances. However, the District will first seek to notify the owner and encourage resolution of the issue without directly funding or performing the activity.

Case E
Activities that have been classified as Case E are deemed a lower priority due to their indirect relationship to the SMP core mission. Case E activities may be carried out when they are incidental to routine cleaning or repair activities already taking place. The District will seek to notify the owner and encourage resolution without directly funding or performing the activity.

2. District-owned Assets

The District will fund and carry out (through contractual agreement, if applicable) all cleaning, inspection, maintenance, repair, and replacement activities on District-owned assets necessary to maintain adequate stormwater conveyance. In cases of damage or destruction not caused by regional stormwater (e.g. as the result of a traffic accident), the District may hold other parties financially responsible for these activities.

V. Regional Stormwater System Assets

For all Regional Stormwater System assets, the District will conduct inspection, maintenance, and emergency repair activities in accordance with this policy to maintain their conveyance capacity and structural integrity. Funding availability and time may limit the District's ability to perform certain activities that are not considered crucial to fulfilling the District's core mission. The District's responsibility for inspection and maintenance activities as they pertain to each asset type are described herein.

1. I&M Activities by Regional System Asset Type

a. Open Channels

For assets classified as open channels, the District will be responsible for the inspection and cleaning of the asset to a degree that ensures the conveyance capacity of the channel. These are not intended to replace inspections otherwise mandated by local, state, or federal requirements. The District will remove accumulated trees, brush, litter and debris that block the cross-section and restrict conveyance of stormwater of the Regional Stormwater System in accordance with level of service standards.

The District will also fund and carry out structural maintenance and emergency repair activities integral to conveyance, such as stream bank stabilization, as it identifies such needs. In general, the District intends to carry out these activities without seeking funding from any external parties. However, these activities are subject to funding availability, project size, and other factors.

The District will not perform aesthetic maintenance activities, including litter or man-made debris removal (such as shopping carts) or dredging, except for under extraordinary circumstances. However, the District will seek to notify the owner and encourage resolution without direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

b. Basins

For all assets classified as regional basins, the District will inspect the structural and mechanical integrity of, and clean, the basin and associated structures and embankments on a routine schedule to a degree that ensures the conveyance capacity of the basin. This includes regular removal of accumulated debris around outfall structures.

Activities performed may include management of vegetation and stabilization of embankments and spillways as they support conveyance and protection of human health and property. To address structural maintenance needs as well as emergency repairs, the District will seek to inform the asset owner. In some cases, the District may seek to share project costs with the owner.

The District will not perform aesthetic maintenance activities, including litter or man-made debris removal or dredging, unless they are incidental to routine cleaning activities, as these activities further the fulfillment of the District's mission. At the District's discretion, it may appropriate provide water quality or habitat maintenance activities as part of routine cleaning activities.

c. Culverted Streams

For assets classified as culverted streams, the District will be responsible for the inspection and cleaning needs of the asset, contingent upon resource availability, to ensure the conveyance capacity of the culverted stream. The District will perform preventative maintenance cleaning of culverted streams to remove accumulated sediment and debris. Inspections and cleaning will take place to ensure the conveyance capacity of the asset, rather than its structural integrity or other characteristics. These inspections are not intended to replace inspections or maintenance otherwise mandated by local, state, or federal requirements.

To address structural maintenance needs as well as emergency repairs, the District will seek to inform the asset owner and, in some cases, share project costs. Repairing cracks and other structural or repair activities will be performed when they support the goals of stormwater conveyance and protection of public safety and real property.

The District will not perform aesthetic maintenance activities, including graffiti removal, except for under extraordinary circumstances. However, the District will seek to notify the owner and encourage resolution without direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

d. Transportation Crossings

For assets classified as transportation crossings, the District will be responsible for the inspection and cleaning needs of the asset, to a degree that ensures the conveyance capacity of the transportation crossing. The District will perform preventative maintenance cleaning of transportation crossings to remove accumulated woody debris, litter and other debris that obstruct the entrance of bridges and culverts. Inspections and cleaning will take place to ensure the conveyance capacity of the asset and not its structural integrity or other characteristics. These inspections are not intended to replace inspections or maintenance otherwise mandated by local, state, or federal requirements.

To address structural maintenance needs as well as emergency repairs, the District will seek to inform the asset owner and, in some cases, share project costs. These activities will be performed when they support the goals of stormwater conveyance and protection of public safety and real property.

The District will not perform aesthetic maintenance activities, including graffiti removal, except under extraordinary circumstances. However, the District will seek to notify the owner and encourage resolution without direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

e. Dams

For assets classified as dams, the District will be responsible for the inspection and cleaning of the asset to a degree that ensures the conveyance capacity of the dam. The District will remove accumulated trees, brush, litter and debris that block the cross-section/restrict conveyance of stormwater of the Regional Stormwater System in accordance with level of service standards. Inspections and cleaning will take place to ensure the conveyance capacity of the asset, rather than its structural integrity or other

characteristics. These inspections are not intended to replace inspections or maintenance otherwise mandated by local, state, or federal requirements.

The District will also fund and carry out structural maintenance and emergency repair activities, such as channel stabilization, as these needs are identified. The District intends to carry out these activities without seeking funding from any external parties. However, these activities are subject to funding availability, project size, and other factors.

The District will not perform aesthetic maintenance activities, such as large debris removal and mowing, except as incidental to routine cleaning or repair activities already taking place. The District will seek to notify the owner and encourage resolution of maintenance issues without its direct involvement. At the District's discretion, it may provide water quality or habitat maintenance activities as part of routine cleaning activities.

f. Other Stormwater Control Measures

Similar to the Regional Stormwater System asset classes discussed above, other stormwater control measures will be inspected and cleaned to support stormwater conveyance capacity and protect public safety and real property, given that the asset in question is holding or conveying regional stormwater. Additional activities will be performed at the discretion of the District, and the District will seek to notify the owner and encourage shared project costs (for those aligned with the District's core mission) or resolution without direct involvement (for all others).

VI. Local Stormwater System Assets

For Local Stormwater System assets, operation and maintenance activities are not the responsibility of the District.

The District may conduct inspection and repair activities on assets of the Local Stormwater System that it, at its sole discretion, deems necessary or conducive to the proper and efficient functioning of the Regional Stormwater System. For these assets, inspection and maintenance activities will take place on a schedule determined by the District and through agreement with the Local Stormwater System operator to maintain the stormwater conveyance functionality of the Regional Stormwater System or on an emergency basis as required. The District will coordinate with the Local Stormwater System operator and the property owner prior to entering the property and conducting inspection and maintenance activities.

VII. Maintenance Activity Prioritization

The District will attempt to address all inspection and cleaning needs on a routine basis. For other activities, timing and availability of funds may limit its performance. In determining which activities to prioritize, the District will consider the cost of the activity and its potential benefit to the Regional Stormwater System or to the District. Third party/owner contributions to costs, including the application

by a Member Community of Community Cost-Share Program funds, may increase the prioritization of a particular activity. In addition, these primary considerations will be made:

1) Those activities resulting in significant **improvements to the Regional Stormwater System** will be prioritized more highly than others. For example, replacing a section of culverted stream that is already near capacity will have a greater impact than replacing one that is functioning properly.
2) **Criticality of the current state of an asset** represents its nearness to the end of its useful life. Timely replacement is preferable to eventual asset failure as it can protect the downstream Regional Stormwater System. Catastrophic failure of an asset would result in the highest criticality ranking because downstream effects may already be occurring.
3) The **level of threat to public safety and real property** is an important consideration in all of the District's operations. Activities may be prioritized more highly that will reduce the upstream area's susceptibility of flood events and other impacts of the Regional Stormwater System on public safety and real property.

EXHIBIT E

Northeast Ohio Regional Sewer District
Community Cost-Share Program Policy
December 11, 2015

Section 1.0 Introduction

The Community Cost-Share Program provides funding to Member Communities for community-specific stormwater management projects. To implement the Community Cost-Share Program, the Northeast Ohio Regional Sewer District (District) has formed a financial account termed "Community Cost-Share Account" for the aggregation and dissemination of funds derived from Stormwater Fee revenues collected in each Member Community.

A minimum of 25% of the total annual Stormwater Fee revenue collected in each Member Community is allocated to the Community Cost-Share Account for each Member Community. The Community Cost-Share Account is under the control of the District, with disbursement of funds to Member Communities through an application process outlined in this document.

Member Communities may apply for Community Cost-Share Program funds any time such funds are available, and may accumulate up to five years of Community Cost-Share funds. However, if a Member Community does not apply to use Year 1's Community Cost-Share funds by July 1st of Year 5, the funds will revert back to the District's Stormwater Account. Member Communities may accumulate Community Cost-Share funds beyond this 5 year limit based on a plan approved by the District for the use of the accumulated funds.

Section 2.0 - Project Eligibility

To qualify for Community Cost-Share Program funds the Member Community must maintain compliance with *Title V: Stormwater Management Code*. A Community Cost-Share Program project must clearly promote or implement the goals and objectives of the District set forth in Title V and must be intended to address current, or minimize new, stormwater flooding, erosion, and water quality problems.

2.1. To be considered for funding, projects must at a minimum be:

1. Located within a Member Community,
2. Benefit the Regional Stormwater System, and
3. Meet all applicable District, federal, state and local regulations.

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

1. Projects that reduce volume, flow rate, or pollutant load of stormwater to the Local Stormwater System or Regional Stormwater System;

2. Projects or activities that help Member Communities meet their NPDES Phase II requirements under Ohio EPA or other Clean Water Act mandates;

3. Projects necessary to mitigate separate sanitary sewer overflow;

4. Repair, replacement or cleaning of local storm sewers, catch basins, and other components of the Local Stormwater System;

5. Maintenance of stormwater control measures;

6. Mapping activities required under NPDES Phase II;

7. Street sweeping;

8. Purchase of stormwater-related equipment such as street sweepers or vacuum trucks;

9. Matching funds necessary for stormwater-related grant applications; and

10. Operation, maintenance, and capital projects necessary to address stormwater-related problems.

If a proposed activity is not listed above, Member Communities should contact their Watershed Team Leader to review the project prior to submitting an application. The appendix includes a map of the District's Stormwater Service Area with the Watershed Team Leader identified for each Member Community.

Section 3.0 - Ineligible Projects

Community Cost-Share Program funds shall not be used for any project that causes, accelerates, or contributes to flooding, erosion or water quality problems or is otherwise detrimental to the Local or Regional Stormwater System. Prohibited projects include, but are not limited to the following:

1. The application of fill materials in floodplains, riparian areas or wetlands, and the culverting or channelizing of watercourses; or

2. Capital, operation, maintenance, and administrative expenses not directly related to stormwater management.

Section 4.0 – Project Application Process and District Approval

The application and District approval process is listed below.

1. Member Communities submit applications to the Watershed Team Leader by the 30th of each month. Applications submitted in Year 5 for projects using Year 1's Community-Cost Share Funds are to be submitted in enough time to be approved by July 1st of Year 5. The Community Cost-Share application is available in the *Community Cost-Share Program: Application, Request for Payment and Progress Report Forms* document.

2. District begins review of Community Cost-Share Program applications at the 1st of every month. Complete applications will be reviewed by Watershed Programs Department.

3. The District will make the best effort to approve or deny applications within 30 days of the start of review. When an application is approved the Watershed Team Leader will notify the Member Community and begin execution of a legal agreement between the District and the Member Community. If an application is not approved the Watershed Team Leader will provide feedback to the Member Community. Denied applications may be revised and resubmitted based on Watershed Team Leader feedback.

The District will not approve applications unless Community Cost-Share funds are available for the project.

The Watershed Team Leaders are the primary contact for Member Communities for the Community Cost-Share Program. The appendix includes a map of the District's Stormwater Service Area with the Watershed Team Leader identified for each Member Community.

Section 5.0 – Community Cost-Share Disbursement
The District will reimburse Community Cost-Share Program funds for approved projects to Member Communities quarterly by project and at the close of a project. To receive a reimbursement of funds for an approved project, the Member Community shall provide a Progress Report and Request for Payment to their Watershed Team Leader.

Progress Report and Request for Payment forms are included in the *Community Cost-Share Program: Application, Request for Payment and Progress Report Forms* document. Requests for Payment must also include applicable invoices, canceled checks and other appropriate documentation requested by the District's Finance Department to confirm the use of Community Cost-Share Program funds as detailed in the approved project application.

To receive reimbursement for project expenditures the Member Community can submit a Progress Report and Request for Payment on any of the following dates:

Quarterly Reporting Period	Request of Payment Due Date
January thru March	**April 30th**
April thru June	**July 30st**
July thru September	**October 30st**
October thru December	**January 30st**
Or Within 30 days of project completion	

The District will not accept Progress Reports or Requests for Payment for activities that are more than one (1) year old.

The District shall process Community Cost-Share Program Requests for Payment within 60 days of receipt of a complete Request for Payment.

Section 6.0 - Member Community Responsibilities
Upon signing an agreement with the District for a Community Cost-Share Program project, the Member Community will be required to implement the following, as applicable:

1. Complete work as detailed in the approved application submitted.

2. Meet with District staff when requested to review progress and project status.

3. Obtain all necessary legal agreements with affected property owners to perform construction; and to bind any successor in title to maintain compliance as specified in the agreement between the District and the Member Community for the Community Cost-Share Program project. The costs of obtaining such legal agreements are eligible for Community Cost-Share Program funds if they are a part of an executable Community Cost-Share Program project approved by the District.

4. Obtain all necessary federal, state and local permits necessary to initiate and complete the Project. This can include but is not limited to Army Corp of Engineers 404 and Ohio EPA 401water quality certification.

5. Maintain a complete record of the Member Community's maintenance inspections and overall performance of the project for at least three (3) years, or as otherwise specified in the Community Cost-Share Program agreement, and submit the same upon reasonable request to the District. If the Member Community fails to maintain a project funded through the Community Cost-Share Program in accordance with any agreement executed with the District, the Member Community shall be liable for the full amount of any Community Cost-Share Program funds paid for the project. Such amount shall be offset against the Member Community's Community Cost-Share Account.

6. Submit requests to modify the budget, deadline, deliverables, or other components of the Project to the applicable Watershed Team Leader identified in Section 4.00 of this agreement, for approval at least two (2) weeks prior to the execution of the modification.

7. Acknowledge the District on any public advertisement or outreach efforts related to the project.

8. Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the project.

9. Permit the District to photograph any project selected for funding and to incorporate the project into the District's overall public education and outreach efforts for stormwater management.

Failure to meet any of these requirements may result in termination of the application and reimbursement of disbursed funds to the District.

Section 7.0 Modification of Approved Community Cost-Share Project Agreement
Requests to modify the budget, deadline, deliverables, or other components of an executed Community Cost-Share Project agreement shall be made to the applicable Watershed Team Leader. Such requests should include an explanation of the requested change, including why such a change is needed, as well as a discussion of how such a change will improve the project outcome.

EXHIBIT F

NORTHEAST OHIO REGIONAL SEWER DISTRICT
REGIONAL STORMWATER MANAGEMENT PROGRAM

Northeast Ohio Regional Sewer District
Watershed Advisory Committee Policy
December 11, 2015

Introduction

As a component of the Northeast Ohio Regional Sewer District's (District) Regional Stormwater Management Program, as described in *Title V: Stormwater Management Code* (Title V), the District has established Watershed Advisory Committees (WAC) for those portions of the following watersheds within the District's stormwater service area.

- Chagrin River
- Cuyahoga River North Subwatersheds
- Cuyahoga River South Subwatersheds
- Lake Erie Direct Tributaries
- Rocky River

The core responsibility of a WAC is to advise the District on Regional Stormwater Management Program activities and priorities in each watershed. This includes reviewing and providing feedback and recommendations on the following watershed specific plans and Regional Stormwater Management Program areas:

- Stormwater Master Plans,
- Stormwater Construction Plans,
- Inspection, Operation, Maintenance and Monitoring Activities,
- Regional Stormwater Standards, if developed, and
- Municipal Separate Storm Sewer System (MS4) Stormwater Management Programs (Phase II).

This policy outlines the following related to WACs:

- Section 1.0 Watershed Advisory Committee Organization and Members
- Section 2.0 Watershed Advisory Committee Responsibilities
- Section 3.0 Watershed Advisory Committee Meeting Schedule and Expectations

In reviewing this policy, please note the following:

- Title V includes definitions for terms related to the Regional Stormwater Management Program, such as Member Community, Local Stormwater System, Regional Stormwater System, and Stormwater Control Measures. These terms are used in this policy. Please refer to Title V for their definition. These definitions are not restated in this policy.

- The WACs represent a formal mechanism for regular contact between Member Communities and the District. WACs are not, however, intended to be the only mechanism of communication between Member Communities and the District. District staff, specifically Watershed Team Leaders, are available to Member Communities at any time to discuss issues related to the Regional Stormwater Management Program.

Section 1.0 – Watershed Advisory Committee Organization and Members

A WAC is composed of a representative from each Member Community and public agency with control of infrastructure in the watershed. The members of the WAC serve at the pleasure of their appointing Member Community or public agency. The details of these appointments are discussed below.

Each Member Community in the watershed holds one position on the WAC. The Member Community's representative and an alternate are designated by the Mayor or Township Trustees. In the event that a Member Community is in two or more watersheds, the Member Community has one position on each applicable WAC.

Public agencies with control of infrastructure, including stormwater conveyance structures and Stormwater Control Measures, in the applicable watershed also hold one position on each relevant WAC. These public agencies include, but are not limited to, the following:

1. Board of County Commissioners or County Executive in Cuyahoga, Lorain and Summit Counties

2. Greater Cleveland Regional Transit Authority

3. Park Districts (created under ORC 1545), specifically the Cleveland Metroparks and Metroparks Serving Summit County

4. Ohio Department of Transportation

5. Ohio Turnpike Commission

The Director of each public agency designates the agency's representative and an alternate for the WAC. In the event that an agency is in two or more watersheds, the agency has one position on each applicable WAC.

Other interested entities may attend WAC meetings. These include non-profit groups that work in the watershed or with Member Communities on conservation and watershed projects. These other interested entities are not formal members of the WACs.

Each WAC is assigned a Watershed Team Leader from the District's Watershed Programs Department. The Watershed Team Leader is responsible for coordinating WAC activities, meetings, and action items. See the Appendix for a list of each watershed's WAC members and a map of the watersheds in the Regional Stormwater System.

Section 2.0 - Watershed Advisory Committee Responsibilities

WAC members will be asked to review, provide input and provide information on:

1. Stormwater Master Plans,
2. Stormwater Construction Plans,
3. Inspection, Operation, Maintenance and Monitoring Activities,
4. Regional Stormwater Standards, if developed, and
5. MS4 Stormwater Management Programs (Phase II).

The following sections outline each of these areas and the applicable WAC responsibilities.

Section 2.1 - Stormwater Master Plans

The District is developing Stormwater Master Plans in each watershed to guide the activities of the Regional Stormwater Management Program and to address the needs of the Regional Stormwater System and watershed. The Stormwater Master Plans will be completed for subwatersheds in each of the five watersheds within the District's stormwater service area. The District may not develop Stormwater Master Plans for subwatersheds that only contain a small portion of the District's stormwater service area unless it becomes necessary for overall regional stormwater management purposes.

Stormwater Master Plans assess the conditions of the watershed and the Regional Stormwater System and assess points were improvements to the Regional Stormwater System can be made to improve flood control, reduce erosion, and reduce chronic stormwater maintenance problems. Stormwater Master Plans also identify projects to be included in the Stormwater Construction Plan and inspection, operation, maintenance and monitoring activities. Stormwater Master Plans, in conjunction with other watershed planning documents such as watershed action plans and balanced growth plans, present a holistic view of the watershed.

The District's Engineering and Construction Department leads the development of the Stormwater Master Plans. The WACs are engaged in Stormwater Master Plan development through the Watershed Team Leaders. During the development of Stormwater Master Plans the WACs will be provided the opportunity to review the findings of the watershed assessment and stormwater master planning process, and to provide input on project prioritization within a watershed. The District's Engineering and Construction Department may also communicate directly with Member Communities for specific details on the watershed and stormwater management in their community during Stormwater Master Plan development. Stormwater Master Plans are updated as necessary and the WACs will be asked to review and provide input on the Stormwater Master Plans during the updating process.

Section 2.2 - Stormwater Construction Plan

The Stormwater Construction Plan is one plan that guides construction activities for the Regional Stormwater System and District owned or operated Stormwater Control Measures. The District's Engineering and Construction Department implements the Stormwater Construction Plan. The Stormwater Construction Plan focuses on Stormwater Control Measures and regional stormwater

infrastructure improvements in each of the five watersheds. The Stormwater Construction Plan is reviewed and updated annually. To be included as a project under the Stormwater Construction Plan, projects must at a minimum meet the intent of the District's Regional Stormwater Management Program and solve or mitigate regional stormwater problems.

The Stormwater Construction Plan undergoes an annual planning process that includes the nomination of new projects, and validation and prioritization of all proposed construction projects. Facilitated by the Watershed Team Leader, the WACs engage in the Stormwater Construction Plan planning process. The WACs are asked to provide the following:

1. Information for new construction projects to be considered for the Stormwater Construction Plan.

2. New information on projects in the current Stormwater Construction Plan as it pertains to the project scope, schedule, priority, permitting and substance.

3. Review of drafts of the Stormwater Construction Plan and input on possible conflicts or opportunities for implementation.

The District developed an early-action Stormwater Construction Plan based on previous stormwater studies such as the *Regional Plan for Sewerage and Drainage - Phase I* and the *Regional Intercommunity Drainage Evaluation Study*. The early-action Stormwater Construction Plan was also based on inspections, investigations and Member Community meetings. These early-action stormwater construction projects are the focus of construction for the first years of the Regional Stormwater Management Program and will commence prior to the completion of Stormwater Master Plans. In their first year, the WACs will be asked to review the current status of the early-action Stormwater Construction Plan and to provide any additional input.

Section 2.3 - Inspection, Operation, Maintenance and Monitoring Activities

The District conducts inspections, operation, maintenance and monitoring activities on the Regional Stormwater System and District owned and operated Stormwater Control Measures. These activities include:

1. Preventative maintenance inspections of Stormwater Control Measures that fall under the responsibility of the District and District identified areas of concern.

2. Inspections along the Regional Stormwater System to identify areas of maintenance, such as stream bank erosion, and culvert or stream blockages with debris.

3. Operation and maintenance activities on Stormwater Control Measures and the Regional Stormwater System.

These activities are identified through the development of the Stormwater Master Plans, District inspections, Member Community requests and the WACs. The WACs are to provide input on inspection, operation, maintenance and monitoring needs and activities and any prioritization process used to rank activities, and to submit potential operation and maintenance activities to the District for consideration.

Section 2.4 - Regional Stormwater Standards

The District may develop additional regional stormwater standards as may be necessary and reasonable to protect the Regional Stormwater System. As discussed in Chapter 6 of Title V, regional stormwater standards will only be developed if deemed necessary by the District and WACs. These standards, if developed, will be based on findings of Stormwater Master Plans for each watershed in the District's stormwater service area and the recommendations of the WACs. Per the requirements of Section 5.0401 of Title V, these additional standards will be developed with review and comment of the WACs, and provided to Member Communities for review and comment prior to consideration, and potential adoption, by the Board of Trustees.

Section 2.5 - MS4 Stormwater Management Programs (Phase II) and Technical Advice on Stormwater Issues

Through the WACs the District will provide support to Members Communities on their Phase II MS4 Stormwater Management Programs, and technical advice on flooding, erosion and stormwater management issues along the Local Stormwater System. The District will provide WAC members information on support activities for their stormwater management programs. This support includes but is not limited to:

1. Public Education and Information

2. Public Involvement

3. Illicit Discharge Detection and Elimination Mapping and Source Tracking

4. Good Housekeeping Training

Additionally, the District will provide technical support to Members Communities on stormwater issues such as flooding and erosion control. The District will use the WACs to help determine the type of assistance needed by Member Communities along the Local Stormwater System, and to annually review technical support activities.

Section 3.0 Watershed Advisory Committee Meeting Schedule and Expectations

The WACs will meet at least twice within a calendar year to review and provide feedback on the annual Stormwater Construction Plan revision process and stormwater master planning updates, and to review and request inspection, operation, maintenance and monitoring activities. Meeting

notification will be provided to those participants identified under Section 1.0 - WAC Organization and Members. At the beginning of each year the District will contact the Mayor or Township Trustees of each Member Community via mail to outline the meeting schedule and agendas, and the process for designating a representative for the WAC. The general meeting agenda for the twice yearly meetings is as follows.

1. Meeting 1 (March)

    a. Review District Phase II support activities for the year

    b. Identify new or recurring problem areas

    c. Discuss operation and maintenance updates and requests

    d. Review Stormwater Construction Plan and provide information on current projects in Stormwater Construction Plan anticipated for that year

    e. Nominate new projects for the Stormwater Construction Plan

    f. Review Stormwater Master Plan updates

2. Meeting 2 (October)

    a. Discuss operation and maintenance updates and requests for the coming year

    b. Review draft Stormwater Construction Plan for the coming year

    c. Review Stormwater Master Plan updates

The Watershed Team Leaders shall preside over the WAC meetings. WAC meetings are documented through meeting minutes and provided to each WAC Member at the next scheduled WAC meeting.

In the first year of implementation of the Regional Stormwater Management Program additional meetings will be scheduled to initiate the WACs. These meetings will be scheduled within the first three months of commencement of the Regional Stormwater Management Program. The goal of these initial WAC meetings is to familiarize the WAC members with the roles and responsibilities of the WACs, and to review the Regional Stormwater Management Program.

Appendix: List of WAC Members and Potential Interested Entities, and Watershed Map for each WAC

Table 1. Chagrin River Watershed Advisory Committee		
Chagrin River Subwatersheds in Stormwater Service Area	**Member (Community/County/Agency)**	**Potential Interested Entity**
▪ Beechers Brook ▪ Pepper/Luce Creek ▪ *Sulfur Springs ▪ Upper 40/Foster's Run ▪ Upper Tributary to Chagrin River ▪ Willey Creek * Subwatershed in the District stormwater service area is minimal or outside of stormwater service area and may not be included in the Stormwater Master Plan.	▪ Beachwood ▪ Gates Mills ▪ Highland Heights ▪ Lyndhurst ▪ Mayfield Village ▪ Mayfield Heights ▪ Moreland Hills ▪ Orange Village ▪ Pepper Pike ▪ Solon ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Ohio Department of Transportation – District 12	▪ Chagrin River Watershed Partners, Inc. ▪ Gates Mills Land Conservancy ▪ Western Reserve Land Conservancy

Total number of WAC members = 13

Figure 1. Map of Chagrin River Watershed

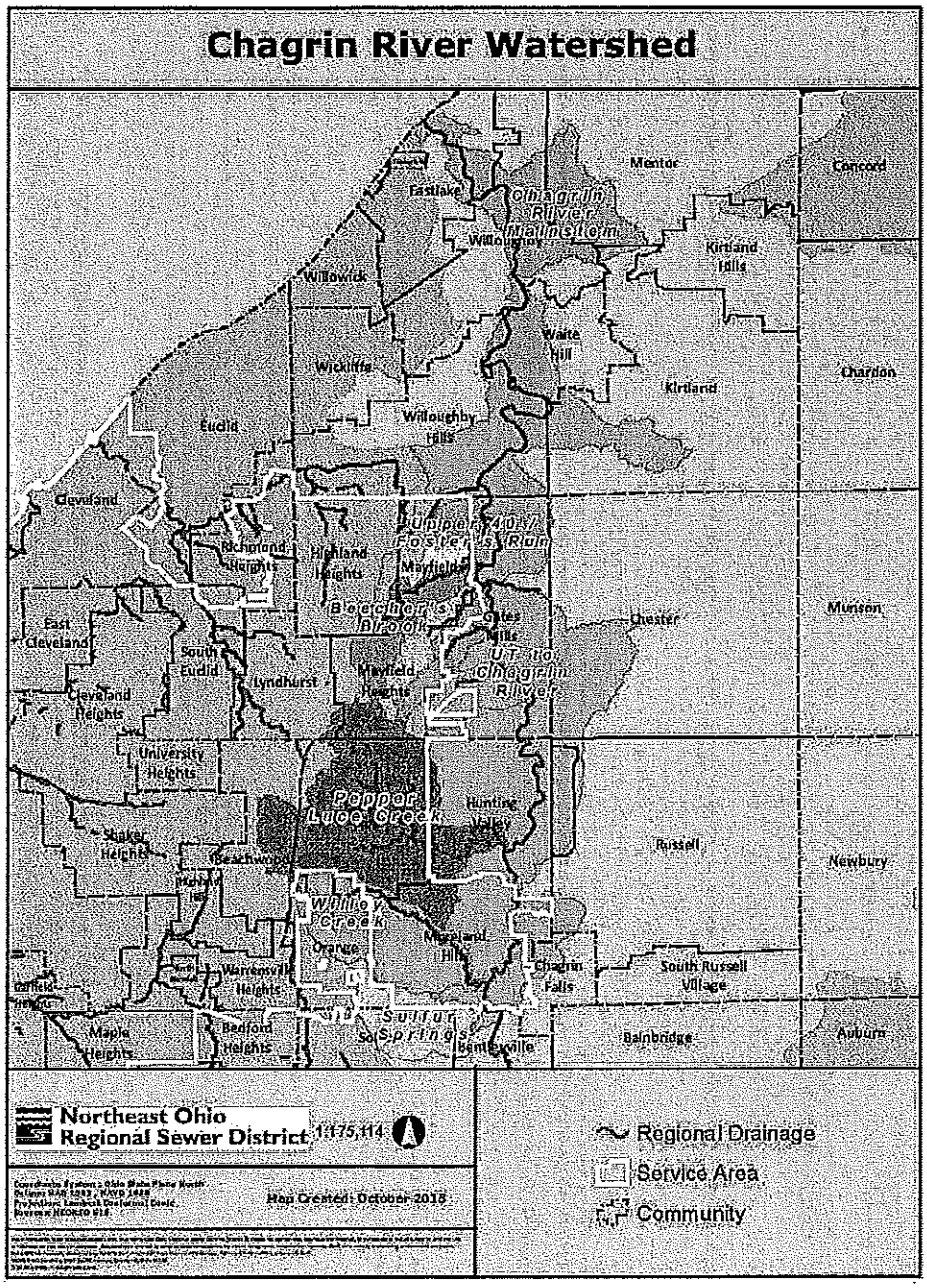


Table 2. Cuyahoga River – North Subwatersheds Watershed Advisory Committee		
Cuyahoga River North Subwatersheds in Stormwater Service Area	**Member (Community/County/Agency)**	**Potential Interested Entity**
▪ Big Creek ▪ Burke Brook ▪ Cuyahoga River CVNP ▪ Hemlock Creek ▪ Kingsbury Run ▪ Lower Cuyahoga River East and West ▪ Mill Creek ▪ Morgana Run ▪ Walworth run ▪ West Creek	▪ Beachwood ▪ Brook Park ▪ Brooklyn ▪ Brooklyn Heights ▪ Cleveland ▪ Cuyahoga Heights ▪ Garfield Heights ▪ Independence ▪ Linndale ▪ Maple Heights ▪ Newburg Heights ▪ North Randall ▪ North Royalton ▪ Parma ▪ Parma Heights ▪ Seven Hills ▪ Shaker Heights ▪ Valley View ▪ Walton Hills ▪ Warrensville Heights ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Cuyahoga Valley National Park ▪ Greater Cleveland Regional Transit Authority ▪ Ohio Department of Transportation – District 12 ▪ Ohio Turnpike Commission	▪ Cuyahoga River Remedial Action Plan ▪ Friends of Big Creek ▪ Friends of Crooked River ▪ Western Reserve Land Conservancy ▪ West Creek Preservation Committee

Total number of WAC members = 27

Figure 2. Map of Cuyahoga North Subwatersheds

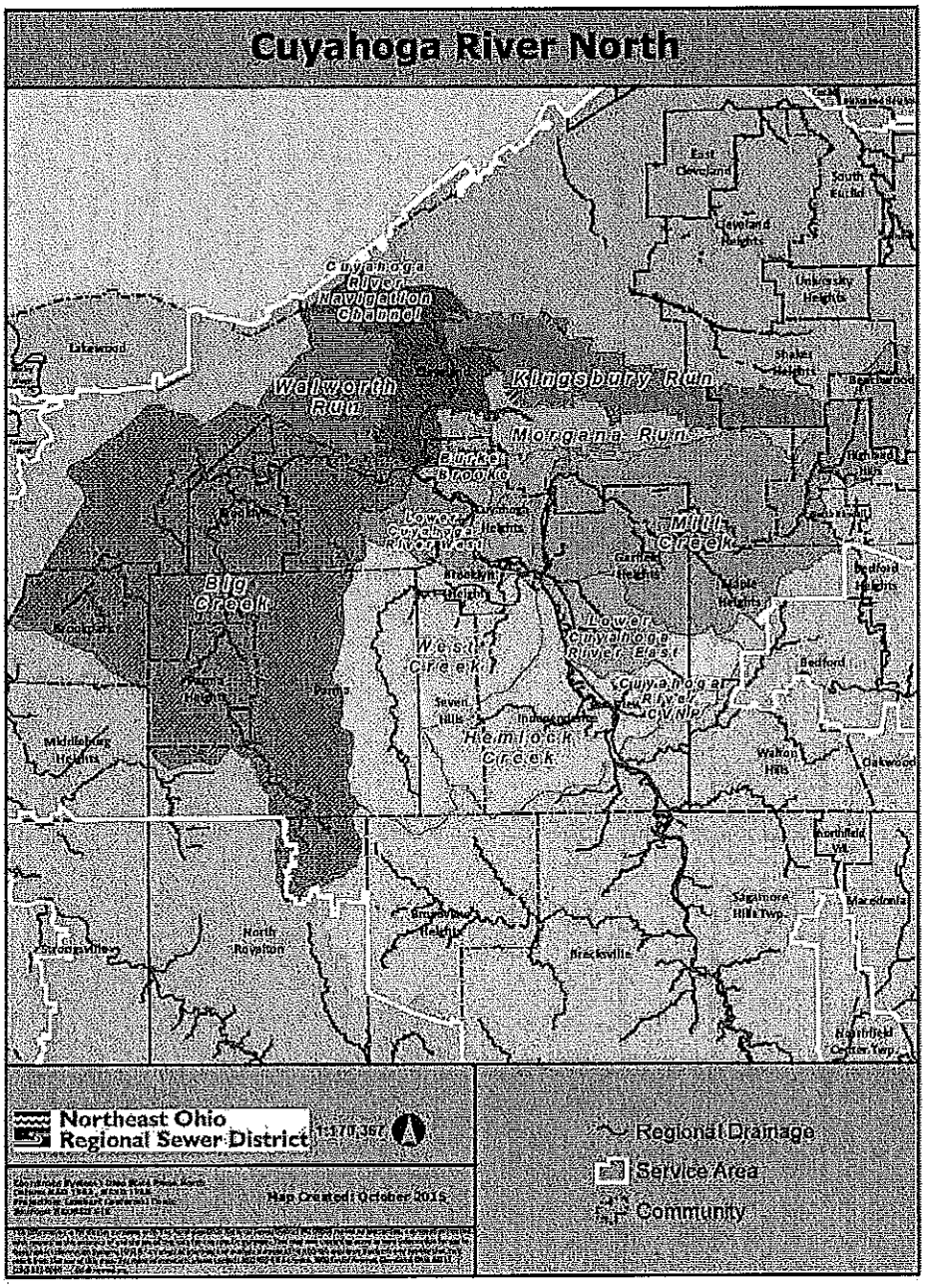


Table 3. Cuyahoga River – South Subwatersheds Watershed Advisory Committee		
Cuyahoga River South Subwatersheds in Stormwater Service Area	**Member (Community/County/Agency)**	**Potential Interested Entity**
▪ Brandywine Creek ▪ Chippewa Creek ▪ Cuyahoga CVNP ▪ Furnace Run ▪ Mud Brook ▪ Sagamore Creek ▪ Tinkers Creek ▪ *Yellow Creek * Subwatershed in the District stormwater service area is minimal or outside of stormwater service area and may not be included in the Stormwater Master Plan.	▪ Beachwood ▪ Bedford ▪ Bedford Heights ▪ Brecksville ▪ Broadview Heights ▪ Glenwillow ▪ Highland Hills ▪ Hudson ▪ Independence ▪ Macedonia ▪ Maple Heights ▪ North Randall ▪ North Royalton ▪ Northfield Village ▪ Oakwood ▪ Orange ▪ Parma ▪ Richfield Village ▪ Sagamore Hills Township ▪ Seven Hills ▪ Solon ▪ Valley View ▪ Walton Hills ▪ Warrensville Heights ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Greater Cleveland Regional Transit Authority ▪ Cuyahoga Valley National Park ▪ Metroparks Serving Summit County ▪ Ohio Department of Transportation – District 12 ▪ Ohio Department of Transportation – District 4	▪ Chagrin River Watershed Partners, Inc. ▪ Cuyahoga River Remedial Action Plan ▪ Friends of Crooked River ▪ Friends of Yellow Creek ▪ Tinkers Creek Watershed Partners, Inc. ▪ West Creek Preservation Committee

Table 3. Cuyahoga River – South Subwatersheds Watershed Advisory Committee		
Cuyahoga River South Subwatersheds in Stormwater Service Area	**Member (Community/County/Agency)**	**Potential Interested Entity**
	▪ Ohio Turnpike Commission ▪ Summit County	

Total number of WAC members = 32

Figure 3. Map of Cuyahoga South Subwatersheds

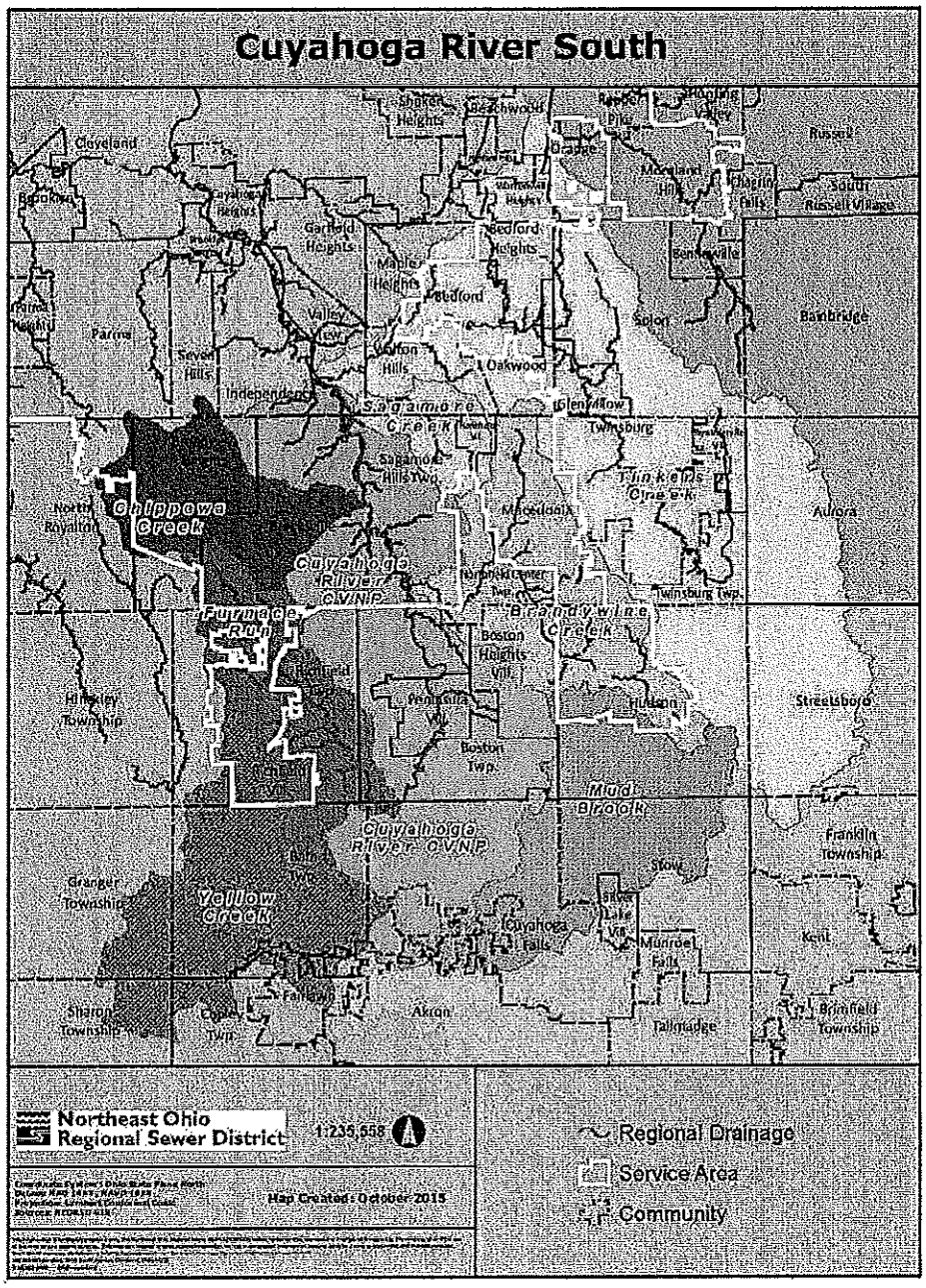


Table 4. Rocky River Watershed Advisory Committee		
Rocky River Subwatersheds in Stormwater Service Area	**Member (Community/County/Agency)**	**Potential Interested Entity**
▪ Abram Creek ▪ Baker Creek ▪ Baldwin Creek ▪ Blodgett Creek ▪ Plum Creek ▪ Rocky River East and West Branch	▪ Berea ▪ Broadview Heights ▪ Brook Park ▪ Cleveland ▪ Columbia Township ▪ Lakewood ▪ Middleburg Heights ▪ North Royalton ▪ Olmsted Falls ▪ Olmsted Township ▪ Parma ▪ Richfield Village ▪ Strongsville ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Greater Cleveland Regional Transit Authority ▪ Lorain County ▪ Ohio Department of Transportation – District 12 ▪ Ohio Turnpike Commission ▪ Summit County	▪ Western Reserve Land Conservancy ▪ Rocky River Watershed Council

Total number of WAC members = 22

Figure 4. Map of Rocky River Watershed

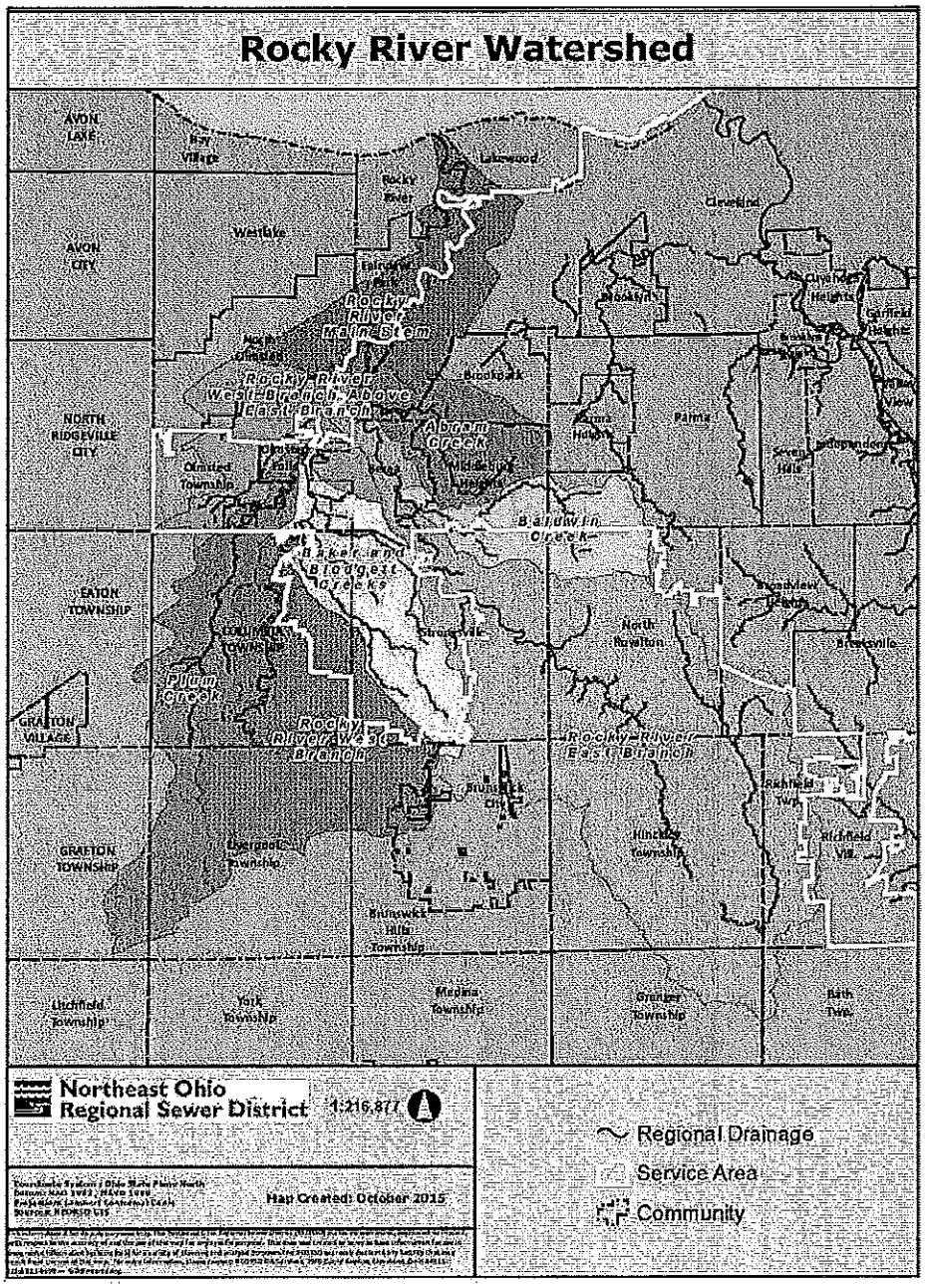


Table 5. Lake Erie Direct Tributaries Watershed Advisory Committee		
Lake Erie Direct Tributaries in Stormwater Service Area	**Member (Community/County/Agency)**	**Potential Interested Entity**
▪ Doan Brook ▪ Dugway Brook ▪ Euclid Creek ▪ Green Creek ▪ Tributaries West of Chagrin River ▪ Tributaries East of Cuyahoga River ▪ Tributaries West of Cuyahoga ▪ Nine Mile Creek ▪ Shaw Brook	▪ Beachwood ▪ Bratenahl ▪ Cleveland ▪ Cleveland Heights ▪ East Cleveland ▪ Euclid ▪ Highland Heights ▪ Lakewood ▪ Lyndhurst ▪ Mayfield Village ▪ Mayfield Heights ▪ Pepper Pike ▪ Richmond Heights ▪ Shaker Heights ▪ South Euclid ▪ University Heights ▪ Willoughby Hills ▪ Cleveland Metroparks ▪ Cuyahoga County ▪ Greater Cleveland Regional Transit Authority ▪ Ohio Department of Transportation – District 12	▪ Doan Brook Watershed Partnership ▪ Euclid Creek Watershed Council ▪ Friends of Euclid Creek ▪ Chagrin River Watershed Partners, Inc.

Total number of WAC members = 21

Figure 5. Map of Lake Erie Direct Tributaries

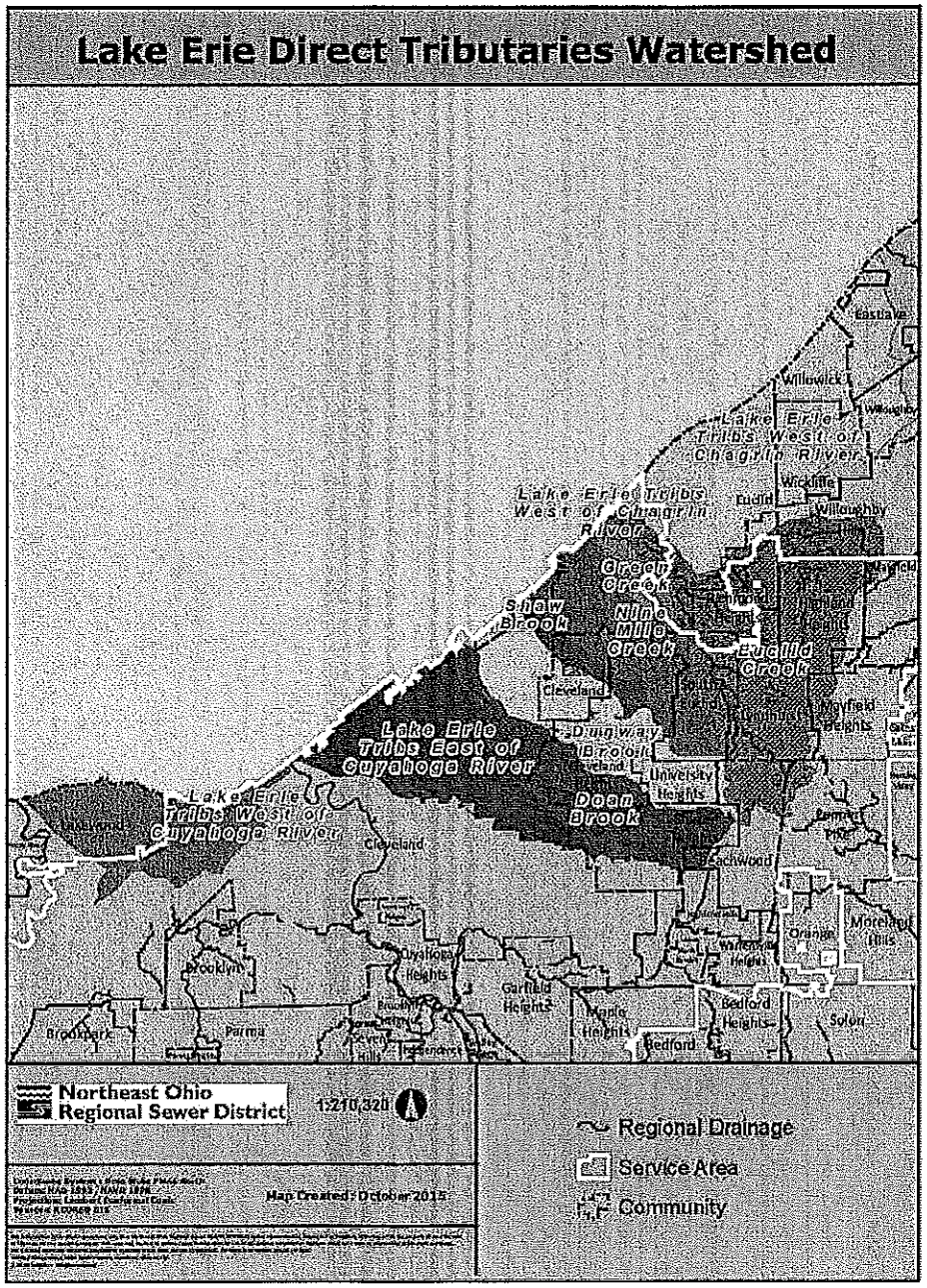


EXHIBIT G

NORTHEAST OHIO REGIONAL SEWER DISTRICT

REGIONAL STORMWATER MANAGEMENT PROGRAM

Northeast Ohio Regional Sewer District
Stormwater Management Plan Review Policy

Introduction

As a component of the Northeast Ohio Regional Sewer District's (District) Regional Stormwater Management Program, as described in *Code of Regulations of the Northeast Ohio Regional Sewer District Title V: Stormwater Management Code (*Title V*)*, the District has established policies and procedures for reviewing Stormwater Management Plans for certain development activities within Member Communities.

Section 1.0 - Applicability and District Authority

Per Title V, Member Communities must provide the District, or require to be provided to the District, copies of the proposed Stormwater Management Plan for any project that is regulated by the Member Community's local stormwater management ordinance or resolution and that is located within the District's Stormwater Service Area. Appendix A shows the District's Stormwater Service Area, Member Communities, and the Regional Stormwater System. Title V can be found in the District's website http://www.neorsd.org/stormwaterprogram.php.

Failure of a Member Community to meet this submittal requirement is a violation of Title V. The District's comments on Stormwater Management Plans, however, are advisory only and are non-binding on the Member Community and the applicant. The District must provide any comments to the Member Community within a mutually agreed upon timeframe between the District and Member Community. If a mutually agreed upon timeframe is not established, the District must provide comments within15 business days of receiving the Stormwater Management Plan. Finally, the District's review of Stormwater Management Plans is not intended to replace the Member Community's responsibility for review.

Please note that this requirement does not apply to Stormwater Management Plans for new development or redevelopment in the combined sewer system. These Stormwater Management Plans shall be submitted to the District and reviewed by the District pursuant to the requirements set forth in *Title IV: Combined Sewer Use Code* and the *Submittal Requirements for Connections to the Combined Sewer System*. Appendix B provides a map of the combined sewer system area.

Section 2.0 - Purpose of District Policy and Review Document

The District will review Stormwater Management Plans for potential impacts to the Regional Stormwater System and/or District-owned or operated Stormwater Control Measures under the Regional Stormwater Management Program. The purpose of this policy document is to provide Member Communities an overview of the District's review process.

Section 3.0 - Standards and Criteria

Minimum design standards and criteria set forth by the Member Community shall be used for designing stormwater management plans including all applicable federal and state regulations including but not limited to stormwater management, riparian and wetland setbacks, floodplain management and erosion and sediment control. The District will review plans with an

understanding of each Member Community's local stormwater management ordinance or resolution or other applicable requirements as detailed above. Member Communities shall update the District when local regulations pertaining to stormwater management are revised in order for the District to maintain a current list of standards.

Section 4.0 - Procedures for Submittal and Review

Per Title V, a Stormwater Management Plan is defined as written documents, calculations and engineering drawings that establish the stormwater management for a particular site, parcel, or area which meet the requirements of a Member Community's stormwater regulation. This may also include other items the Member Community may deem needs District review. This section outlines the procedures involved with the review process.

Section 4.1 Submittal

Stormwater Management Plan documentation in the separate sewer area of the District's Stormwater Service Area shall be submitted in hard copy or electronic format (preferred) to the District within seven (7) business days of the submission of such plans to the Member Community. Information should be sent to Mary Maciejowski at:
NEORSD -Watershed Programs Department
3900 Euclid Ave
Cleveland, OH 44115-2506
or
maciejowskim@neorsd.org

Section 4.2 District Review

The District will review Stormwater Management Plans for potential impacts to the Regional Stormwater System. The Regional Stormwater System is defined in Title V as the entire system of watercourses, stormwater conveyance structures, and Stormwater Control Measures in the District's Stormwater Service Area that are owned and/or operated by the District or over which the District has right of use for the management of stormwater, including both naturally occurring and constructed facilities.

The Regional Stormwater System generally includes watercourses, stormwater conveyance structures and Stormwater Control Measures receiving drainage from three hundred (300) acres of land or more. A map of the Regional Stormwater System is in Appendix A.

Title V defines a Stormwater Control Measure as an activity, measure, structure, device, or facility that helps to achieve stormwater management objectives including, without limitation, schedules of activities, prohibitions of practices, operation and maintenance procedures, treatment requirements, and other practices to prevent or reduce the pollution of water resources, to control stormwater volume and/or rate, or to otherwise limit impacts to the Regional Stormwater System.

The District's review is not intended to duplicate or replace the Member Community review process. Using a watershed approach, the District will review Stormwater Management Plans

for potential regional impacts to the Regional Stormwater System with respect to flooding, erosion and water quality issues. This may include but not be limited to reviewing post-construction release rates, stormwater volume calculations and post-construction water quality treatment. If a Member Community is partially serviced by the District, the District will review Stormwater Management Plans for projects located anywhere in the Member Community, at the Member Community's request.

Section 4.3 Summary of Submittal Requirements

The following must be submitted to the District by the Member Community in hard copy and/or electronic format:

- Notice of any changes to local regulation regarding stormwater management
- Stormwater management report and project plan drawings for each project regulated by the member community
- Any supplemental information for District review

Section 5.0 - District Comments

The District must provide any written comments to the Member Community within a mutually agreed upon timeframe between the District and Member Community once the District receives a complete submittal. If a mutually agreed upon timeframe is not established, the District must provide comments within15 business days of receiving the complete Stormwater Management Plan.

In order to accurately review a Stormwater Management Plan, the District may request, through the Member Community, additional supporting information (e.g. geotechnical data) if available.

Upon review of a Stormwater Management Plan, the District may encourage the engineer or developer to consider applying for Stormwater Fee Credits after construction is complete.

Section 6.0 - Cost

There is no cost to Member Communities or applicants for the District to review Stormwater Management Plans. The District provides technical review assistance as part of the Regional Stormwater Management Program to support Member Communities and to protect the Regional Stormwater System.

Section 7.0 - Typical Timeline and Communication

- Preliminary meeting scheduled, if required by Member Community
- Developer/Engineer submits Stormwater Management Plan to Member Community

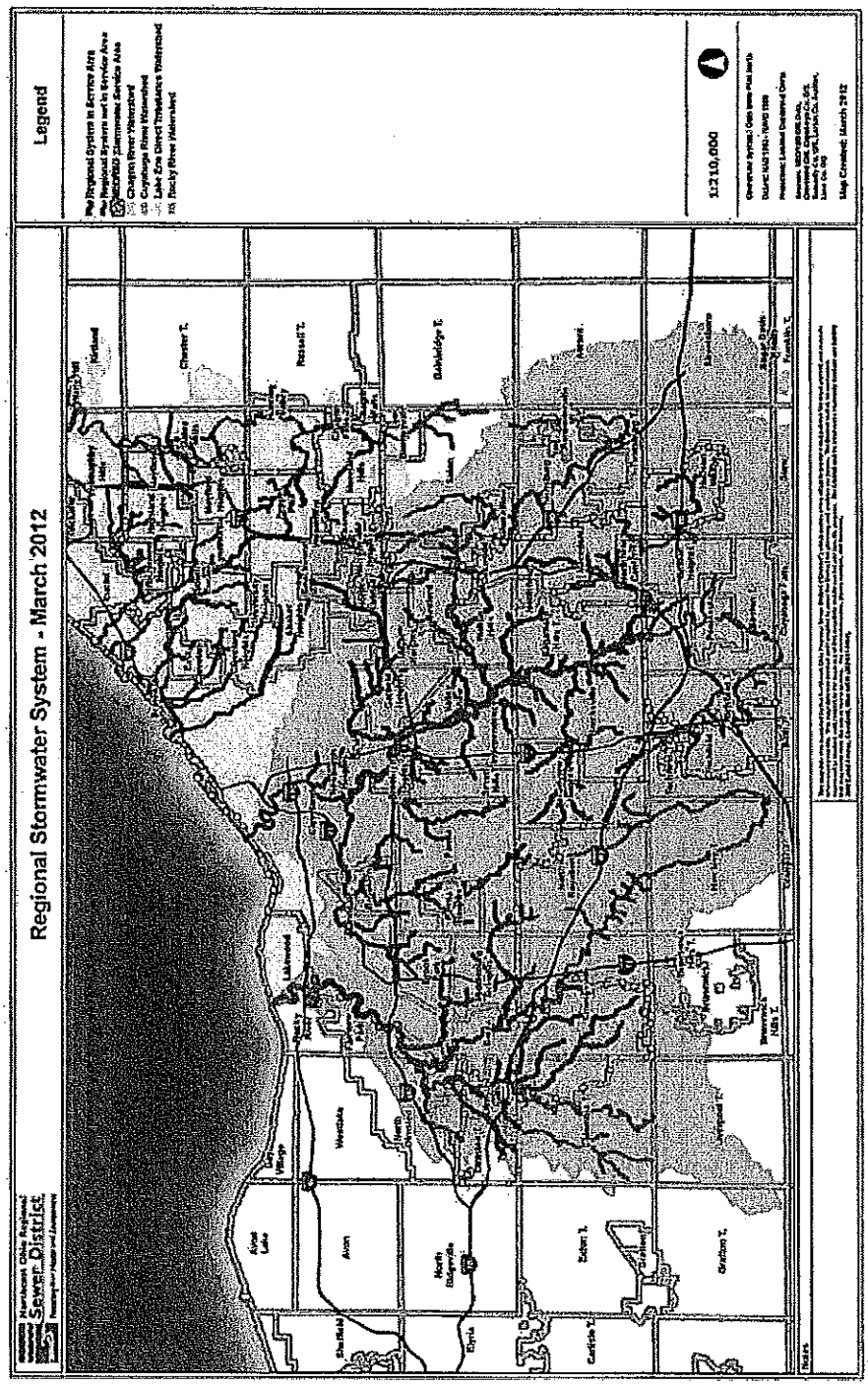
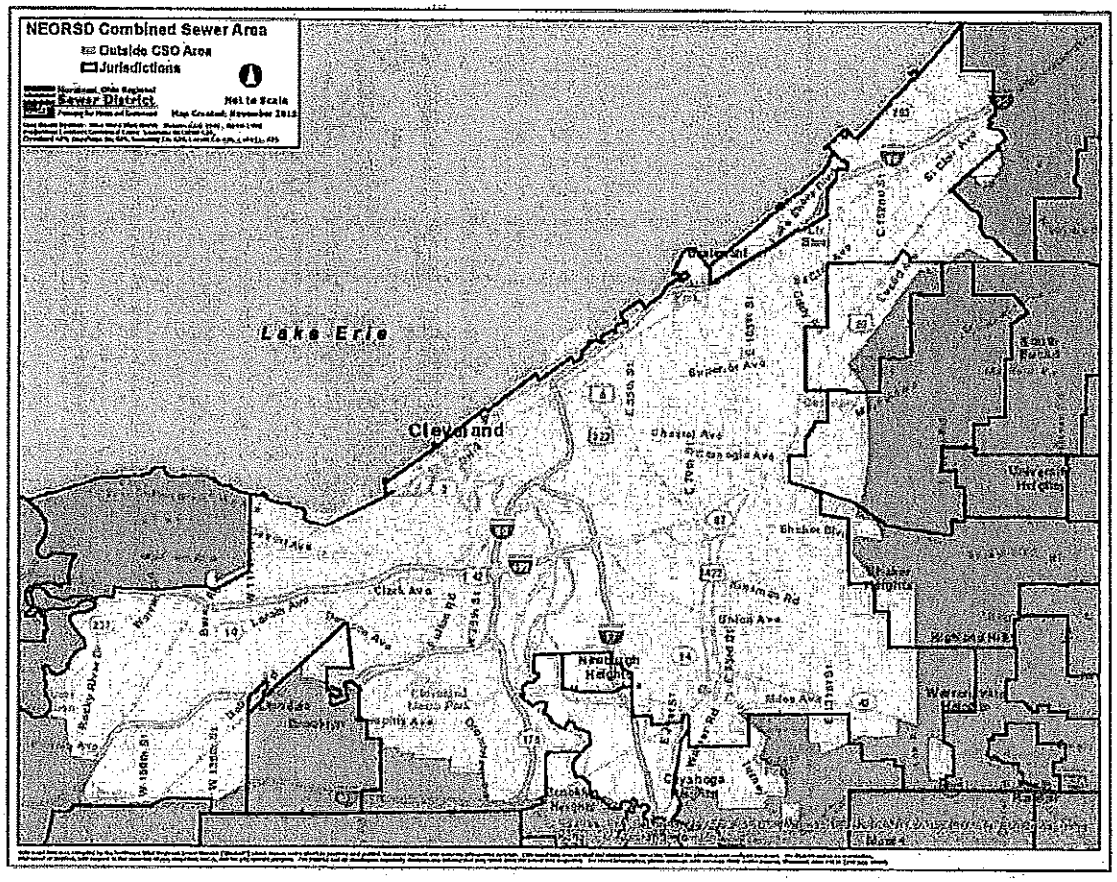
- Member Community submits or causes to submit plans to District within 7 days of Receipt.

- District will review to ensure submittal is complete and may request additional supporting information. District confirms receipt of plans via email or phone.

- The District provides written comments within an agreed timeframe after receiving a complete submittal. If an agreed timeframe is not established the District must provide comments within15 business days of receiving a complete Stormwater Management Plan.

Section 8.0 – Failure to Submit Stormwater Management Plans
Failure for a Member Community to submit or cause to submit Stormwater Management Plans to the District for review is a violation of Title V – Stormwater Management Code and subject to the full range of actions authorized under the District's Code of Regulations including withholding Community Cost-Share Program funds.

Appendix A
Regional Stormwater System Map



Appendix B
Combined Sewer System Area Map