

1st Reading 6-5-24
2nd Reading 6-12-24
3rd Reading 7-3-24
Voted On 7-3-24
Ayes: 5 Nays: 0
Passed X Defeated ___

06/03/2024

ORDINANCE NO. 2024-12

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE NORTHEAST OHIO REGIONAL
SEWER DISTRICT (“DISTRICT”), AND DECLARING AN
EMERGENCY.**

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

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

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

WHEREAS, the District supports the 2024 Catch Basin Cleaning project (the “Project”) as a Community Cost-Share project proposed by Orange Village; and

WHEREAS, this Council desires to approve an agreement with the Northeast Ohio Regional Sewer District to access funds available through the Community Cost-Share Program to help pay for the Project.

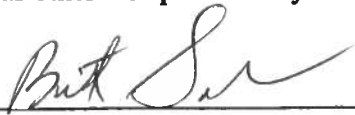
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF ORANGE VILLAGE, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. That the Mayor be, and hereby is, authorized to enter into an Agreement with the Northeast Ohio Regional Sewer District to allocate Eleven Thousand Three Hundred Sixteen Dollars and Fifty-Two Cents (\$11,316.52) to Orange Village for the 2024 Catch Basin Cleaning project from the Village’s Community Cost-Share Account and to provide reimbursement of funds up to Eleven Thousand Three Hundred Sixteen Dollars and Fifty-Two Cents (\$11,316.52) within sixty (60) days of receipt of a complete Request for Payment from the Village, detailing costs related to the Project. The Agreement shall be in a form substantially similar to “Exhibit 1”, attached hereto and incorporated herein, provided that the Mayor and Law Director may make changes to the Agreement in the best interests of the Village.

SECTION 2. That the actions of this Council concerning and relating to the passage of this legislation 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 held in compliance with all legal requirements of the law.

SECTION 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village for the reason that the Ordinance permits Orange Village to access necessary funds for a public improvement project which is scheduled to commence in the next construction season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and its approval by the Mayor, or as otherwise provided by law.

PASSED: July 3, 2024



Council President

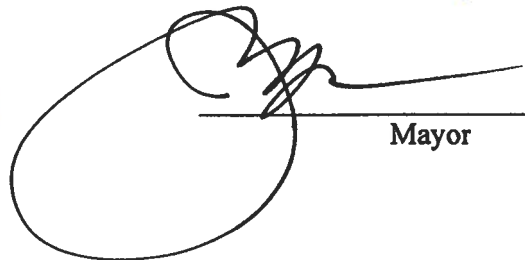
Submitted to the Mayor for approval on this 3RD day of July, 2024

Approved by the Mayor this 3RD day of July, 2024

ATTEST:



Clerk of Council



Mayor

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

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and Orange Village (Village) acting pursuant to Ordinance/Resolution No. 2024-12, adopted on July 3, 2024 (Exhibit "B").

Recitals

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

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

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

WHEREAS, the District supports the Community Cost-Share 2024 Catch Basin Cleaning project (the "Project") as a Community Cost-Share project proposed by the Village; and

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

Article 1.0 Village Obligations

- 1.1 The Village agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.

EXHIBIT 1

- 1.1.3 Notify the Village's Watershed Team Leader at least 7 business days prior to the start of the Project.
- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and Village for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the Village fails to maintain the Project in accordance with this Agreement, the Village shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the Village Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the Village's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS) Community Cost-Share Program in coordination with Village, under the provisions of the NEORS Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS review and may not necessarily reflect the views of NEORS, and no official endorsement should be inferred.
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.

1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

2.1 The District agrees to perform as follows:

2.1.1 Allocate \$11,316.52 to the Village for the Project from the Village's Community Cost-Share Account.

2.1.2 Provide reimbursement of funds up to \$11,316.52 to the Village within 60 days of receipt of a complete Request for Payment from the Village, detailing costs related to the Project.

2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.

2.1.4 Acknowledge the Village in presentations or publications related to the Project.

2.3 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extents caused by the acts or omissions of the Village, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to suitability of the design/fitness for a particular purpose.

Article 3.0 Dispute Resolution

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

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

District Representative	Village Representative
Watershed Team Leader	Village Engineer

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

District Representative	Village Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 Remedies

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

Article 5 Counterpart Signatures

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

Article 6 Governing Law

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

Article 7 Disclaimer of Joint Venture

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

Article 8 Authority to Execute

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

Article 9 Exhibits

The following exhibits are attached hereto and incorporated herein:

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

[signatures on the following page]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND


BY: _____
Darnell Brown, President
Board of Trustees

ORANGE VILLAGE

By: _____
Title: Mayer

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

ORANGE VILLAGE



Assistant/Director of Law

This Instrument Prepared By:

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

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

[FOR NEORS D USE]

AGREEMENT NO.

**NORTHEAST OHIO REGIONAL SEWER
DISTRICT**

WITH

ORANGE VILLAGE

FOR

**COMMUNITY COST-SHARE PROJECT:
2024 CATCH BASIN CLEANING**

Total Approximate Cost: \$11,316.52

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

**ERIC J. LUCKAGE
CHIEF LEGAL OFFICER**

Date

CERTIFICATION

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

**KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER**

Date

Budget Center 8100

EXHIBIT A

**NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13**

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

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

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

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

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

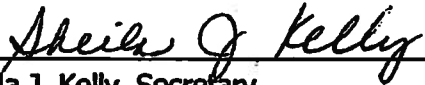
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

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

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

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

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



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

EXHIBIT B

1st reading _____
2nd reading _____
3rd reading _____
Voted On _____
Ayes: _____ Nays: _____
PASSED _____ DEFEATED _____

06/03/2024

ORDINANCE NO. 2024-12

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AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE NORTHEAST OHIO REGIONAL
SEWER DISTRICT (“DISTRICT”), AND DECLARING AN
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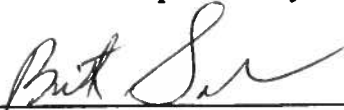
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SECTION 2. That the actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were held in compliance with all legal requirements of the law.

SECTION 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village for the reason that the Ordinance permits Orange Village to access necessary funds for a public improvement project which is scheduled to commence in the next construction season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and its approval by the Mayor, or as otherwise provided by law.

PASSED July 3, 2024

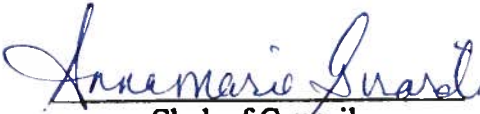


Council President

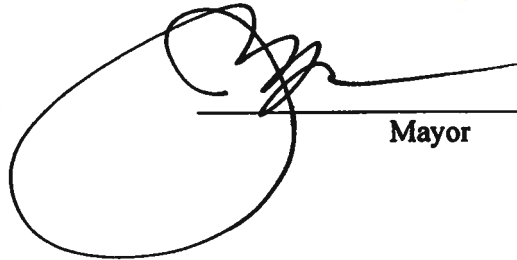
Submitted to the Mayor for approval on this 3rd day of July, 2024

Approved by the Mayor this 3rd day of July, 2024

ATTEST:



Clerk of Council



Mayor

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: Orange Village

Primary Project Contact: Terry Goldhamer
(Name & Title) Crew Leader

Mailing Address: 4600 Lander Rd
Chagrin Falls, Ohio 44022

Phone Number: 440-498-4403

Email: goldhamert@orangevillage.com

Project Information

Project Title: 2024 Catch Basin Cleaning

Address or Location of Project: Orange Village public roadways and R.O.W
areas with catch basins

Project Start Date: 5/29/2024

Project End Date: 5/31/2024

Community Cost-Share Fund Request: \$11,316.52

Submission Date: 4/12/2024

Project Narrative

1) Project Summary (1,000 word maximum)

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

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

The Orange Village Service Department performs an annual inspection of over 1,000 storm water catch basins. This year we have identified 72 basins that need to be cleaned.

Our past experience has proven that in order to clean this amount we will need 24 hours (3 days) of service from a vactor contractor. During the cleaning operation OVSD will have a crew leader working with the vactor crew providing assistance as needed with locating/marketing basins to be cleaned, basin cover removal and traffic control.

At the end of each day the vactor will dump at a neighboring communities dewatering pit located at their sanitary sewer pump station.

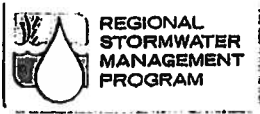
Upon completion of cleaning OVSD will provide an operator with a dump truck, HD trailer and loader to load the dewatered material at the dump site and haul the material to the landfill. Based on past experience we expect around 10 yards of material to be hauled.

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

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

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

As described above this project is a result of our annual catch basin inspection process. The Orange Village Service Department is responsible for carrying out the inspections as well as formulating a list of basins that need to be cleaned. This process has proven over the long term to keep our storm water drainage system in good working order.



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

Public outreach is required if appropriate for your project.

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

4) Budget Summary (500 words maximum)

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

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

Personnel - One OVSD Crew Leader will be present through out the project (24 hours) to oversee, assist and supervise.

The Crew Leaders Premium rate is \$62.87/hour.

One OVSD Operator will be present for 8 hours to mobilize equipment to the dewatering site, load material, clean the dewatering pit and haul the material to the landfill.

The Operators Premium rate is \$44.20/hour.

Subcontractor - Ciro's Sewer Cleaning will provide a combination vactor truck with a crew of two for 24 hours.

The vactor truck with crew rate is \$340.00/hour.

Equipment - OVSD will provide one dump truck (GVW<26,000), one HD trailer (over 10 ton) and one backhoe, tractor loader 8 hours each piece. The rates for the equipment are the published 2024 ODOT equipment rates.

Dump Truck GVWR<=26,000 LB is \$40.68/hour.

Trailer over 10 ton is \$15.22/hour.

Backhoe, tractor w/loader is \$81.23/hour.

Other - Disposal fee. We expect to generate at least 10 yards of material.

Disposal rate for approved wet fill is \$20/yard.

Vendor Registration

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

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>	\$1,862.48	OVSD Operator x 8 hours, Crew Leader x 24 hours
Subcontract	\$8,160.00	Ciros Sewer Cleaning - Vactor Service
Equipment	\$1,094.04	Dump trk., HD trailer and Loader x 8 hours
Materials		
Other	\$200.00	Disposal fee (10 yards of material)
TOTAL	\$ \$11,316.52	