

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
OLMSTED TOWNSHIP**

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 Olmsted Township (Township) acting pursuant to Ordinance/Resolution No. 053-2024, adopted on June 27, 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 Township 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 Utility Terrain Vehicle purchase (the "Project") as a Community Cost-Share project proposed by the Township; 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 Township Obligations

1.1 The Township 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*.

1.1.3 Notify the Township'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 Township 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 Township fails to maintain the Project in accordance with this Agreement, the Township 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 Township 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 Township's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

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

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

Article 2.0 District's Obligations

2.1 The District agrees to perform as follows:

- 2.1.1 Allocate \$27,335.88 to the Township for the Project from the Township's Community Cost-Share Account.
- 2.1.2 Provide reimbursement of funds up to \$27,335.88 to the Township within 60 days of receipt of a complete Request for Payment from the Township, 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 Township 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 Township, 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 | Township Representative |
|--------------------------------|--------------------------------|
| Watershed Team Leader | Service Director |

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

| District Representative | Township Representative |
|--------------------------------|--------------------------------|
| Director of Watershed Programs | Township Administrator |

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:

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

OLMSTED TOWNSHIPS

By: Kyle Dreyfuss-Wells
Title: Trustee Trustee Trustee

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

OLMSTED TOWNSHIP

James J. Gackenbach
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.

Exhibit "A" – District Resolution

Exhibit "B" – Township Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

[signatures on the following page]

[FOR NEORSD USE]

AGREEMENT NO.

CERTIFICATION

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH
OLMSTED TOWNSHIP
FOR
COMMUNITY COST-SHARE PROJECT:
UTILITY TERRAIN VEHICLE

Total Approximate Cost: \$27,335.88

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

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

ERIC J. LUCKAGE
CHIEF LEGAL 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
Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

RESOLUTION NO. 053-2024

COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND OLMSTED TOWNSHIP
Procuring Utility Terrain Vehicle

Cuyahoga County, Ohio

Be it Resolved by the Township Trustees of Olmsted Township, that

WHEREAS, the Northeast Ohio Regional Sewer District (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 Township 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 Procuring a Utility Terrain Vehicle specifically for storm water maintenance tasks within the Township’s Local Storm Sewer System as a Community Cost-Share project proposed by the Township; and

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Olmsted Township, State of Ohio, that: The Board of Trustees is entering into a memorandum of understanding with NEORSD and NEORSD, 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. NEORSD agrees to allocate \$27,335.88 to the Township for Utility Terrain Vehicle Project from the Township’s Community Cost-Share Account. The memorandum of understanding entered into by the Board of Trustees for Olmsted Township and the NEORSD shall be marked **Exhibit A and attached hereto and made a part hereof as though fully written herein**.

BE IT FURTHER RESOLVED; that it is hereby found and determined that all formal actions of this Board of Township Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted the 27th day of June, 2024

Attest: Brian W. Luttrell
Township Fiscal Officer

Riley A. Jones
Thomas L. Luttrell
David J. Jones
Township Trustees

EXHIBIT C



*Community Cost-Share Program
Application*

**Community Cost-Share Program
APPLICATION**

Member Community Information

Community:

Olmsted Township

Primary Project Contact:
(Name & Title)

Gary Yelenosky

Mailing Address:

7900 Fitch Road

Phone Number:

Olmsted Township, Ohio 44138

Email:

440-427-5573

gyelenosky@olmstedtownship.org

Project Information

Project Title:

Utility Terrain Vehicle

Address or Location of Project:

7900 Fitch Road

Project Start Date:

Olmsted Township, Ohio 44138

4/1/2024

Project End Date:

7/31/2024

Community Cost-Share Fund Request:

\$27,335.88

Submission Date:

3/4/2024



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 project involves procuring a utility terrain vehicle (UTV) specifically for storm water maintenance tasks within the Township's Local Storm Sewer System (LSS). The UTV will serve as a crucial asset for accessing and maintaining storm water infrastructure in various terrains and conditions, ensuring efficient and effective storm water management. There are numerous creek crossings and hard to get areas where we remove debris. The UTV will allow us to access these area and haul away debris much easier.

Deliverables:

Purchase and acquisition of the Kubota RTV-X1100CW-H UTV.

Delivery and setup of the Kubota RTV-X1100CW-H UTV at the Township's Service Garage

Training sessions for designated service personnel on the safe operation and maintenance of the Kubota RTV-X1100CW-H UTV.



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).

Responsibility for ongoing maintenance of the Kubota RTV-X1100CW-H UTV, will fall under the service department. Maintenance will be ensured through a structured approach involving regular inspections, scheduled maintenance tasks, and timely repairs when needed.

To ensure proper maintenance, the service department will:

- 1) Develop a maintenance schedule outlining regular inspection intervals and scheduled maintenance tasks for the Kubota RTV-X1100CW-H UTV.
- 2) Assign designated personnel within the service department responsible for conducting inspections and performing maintenance tasks according to the schedule.
- 3) Keep detailed records of all maintenance activities, including dates, tasks performed, and any repairs or replacements made.
- 4) Regularly review and update the maintenance schedule and procedures as necessary to adapt to changing needs or conditions.

Documentation of scheduled maintenance and operation for Kubota RTV-X1100CW-H UTV will be maintained in the form of maintenance logs, work orders, service reports, and any relevant documentation provided by service providers. These records will be accessible in the Township's Service Department.



*Community Cost-Share Program
Application*

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

Public outreach is required if appropriate for your project.

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

Since the Kubota RTV-X1100CW-H UTV will only be used internally for storm water maintenance purposes, the exposure of this project will be limited primarily to personnel within the organization responsible for storm water management. Therefore, there will be no direct exposure of the project to external audiences such as neighbors, students, community groups, or the general public.



*Community Cost-Share Program
Application*

4) Budget Summary (500 words maximum)

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

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

Total Cost (excluding implements): \$27,335.88. Please see attached Quote #2752121



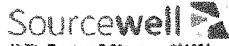
*Community Cost-Share Program
Application*

Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/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 (Member Community staff only) | | |
| Subcontract | | |
| Equipment | \$27,335.88 | Kubota RTV-X1100CW-H UTV |
| Materials | | |
| Other | | |
| TOTAL | \$ 27,335.88 | Kubota RTV-X1100CW-H UTV |



Utility Tractors & Mowers - 011121
 CE and AG - 040319
 Utility Vehicles 122220
 NUPA Arkansas 4600041718
 NUPA Delaware GSS-17673
 Nebraska 14777 (OC)
 Mississippi 8203007338

RTV-X1100CW-H WEB QUOTE #2752121

Date: 2/28/2024 11:38:23 AM

— Customer Information —

WILLIAMS, ERIC

192823

olmsted township

EWILLIAMS@OLMSTEDTOWNSHIP.ORG

440 235 1011

Quote Provided By
 KRYSTOWSKI TRACTOR SALES, INC.

Guy Storrow

47117 STATE ROUTE 18

WELLINGTON, OH 44090

email: guy@ktsequipment.com

phone: 4192044233

— Custom Options —

— Standard Features —



Kubota

V Series

RTV-X1100CW-H

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +24.8 Gross Eng HP
 75 Amp Alternator

KEY FEATURES

Factory Cab w/ A/C, Heater.
 Defroster
 Fully opening roll-down door
 windows
 Digital Multi-meter
 Speedometer

TRANSMISSION

VMT-X
 Variable Hydro Transmission
 Forward Speeds:

Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

Pre-wired w/ speakers/antenna for
 stereo

Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension

Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights

2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

DIMENSIONS

Width 63.2 in
 Height 79.5 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

CARGO BOX

Width 57.7in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

Factory Spray-on Bedliner
 "L" Models Only

Bright Alloy Wheels (Silver-painted)
 Silver-painted with machined
 surface
 "S" Models only

TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CW-H Base Price: \$25,999.00

(1) SALT SPREADER 3 CU FT REAR MOUNTED \$1,720.00
 V5002-SALT SPREADER 3 CU FT REAR MOUNTED

(1) AUX HYDRAULIC PUMP D1105 \$589.00
 V5272-AUX HYDRAULIC PUMP D1105

(1) 72" COMMERCIAL BLADE \$2,579.00
 V5290-72" COMMERCIAL BLADE

(1) 2ND FUNCTION HYDRAULIC VALVE KIT \$3,339.00
 V5232A-2ND FUNCTION HYDRAULIC VALVE KIT

(1) FRONT QUICK HITCH \$1,349.00
 V5289-FRONT QUICK HITCH

(1) REAR WINDOW UTV NET/GUARD/RTV1100 \$324.64
 K7711-99280-REAR WINDOW UTV NET/GUARD/RTV1100

(1) STANDARD EXTERNAL MIRROR KIT CAB PNF \$102.06
 77700-V5059-STANDARD EXTERNAL MIRROR KIT CAB PNF

(1) STROBE LIGHT MOUNT KIT \$205.01
 77700-VC5058-STROBE LIGHT MOUNT KIT

(1) TURN SIG/HAZARD LGT KIT/RTV-X1100C \$377.17
 K7731-99810-TURN SIG/HAZARD LGT KIT/RTV-X1100C

(1) RTV-X1100C LED REAR WORKLIGHT \$104.01
 77700-11B12-RTV-X1100C LED REAR WORKLIGHT

Configured Price: \$36,687.89

Sourcwell Discount: (\$8,071.34)

SUBTOTAL: \$28,616.55

Dealer Assembly: \$1,530.83

Freight Cost: \$1,087.50

PDI: \$400.00

Total Unit Price: \$31,634.88

Quantity Ordered: 1

Final Sales Price: \$31,634.88

Final pricing will be based upon pricing at the time of
 final delivery to Sourcwell members.
 Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
 dealer

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.