



**Northeast Ohio  
Regional Sewer District**

**REQUEST FOR PROPOSALS**

**2025**

**GREEN INFRASTRUCTURE  
GRANT PROGRAM  
FOR THE COMBINED SEWER  
AREA**

**June 6, 2024**

## **1.0 SUBMISSION OF PROPOSALS**

### **1.1 Application for Funding**

The 2025 Green Infrastructure application portal can be accessed through the GI Grant Program website [here](#).

Applications will be accepted until the close of business (4:30 P.M.) on **Friday, September 6, 2024**.

When a Proposal is successfully submitted, the applicant will receive an automated email confirmation. Late and incomplete Proposals will not be considered. Proposals not meeting the requirements of this RFP may be deemed non-responsive at the sole discretion of the District.

### **1.2 Pre-Proposal Workshop**

**A non-mandatory Pre-Proposal Workshop will be held at 9:00 A.M. on Friday, June 21, 2024**, at the George J. McGonagle building located at 3900 Euclid Avenue, Cleveland, Ohio. The workshop includes an overview of the Program and application process as well as a tour of past awarded GI Grant projects. Potential applicants are strongly encouraged to participate. Workshop materials will be posted on the District's webpage approximately two weeks following the workshop [here](#).

### **1.3 Pre-Proposal Meetings**

District staff will provide opportunities to meet with applicants to discuss potential projects prior to submission, including proposed concept plans. It is strongly encouraged that applicants take advantage of these meetings, which will be scheduled between July 1 through August 2, 2024. Please contact the District's Grant Programs Administrator to schedule a meeting.

*Note: As part of the Project Feasibility project evaluation scoring, projects will receive 3 points if the project team conducts a GI Grant Pre-Proposal Meeting with NEORS staff by August 1st. It is highly recommended that the team have a general concept plan prepared for discussion during the pre-proposal meeting.*

Workshop inquiries, pre-proposal meeting requests, and any other questions should be directed to the Grant Programs Administrator, Jessica Cotton, at 216-881-6600 Ext. 6458, or via email [Cottonj@neorsd.org](mailto:Cottonj@neorsd.org).

## **2.0 INTRODUCTION**

The Northeast Ohio Regional Sewer District (the “District”) supports the strategic implementation and long-term maintenance of green infrastructure that protects, preserves, enhances, and restores natural hydrologic function. To further this goal, the District established the Green Infrastructure Grant Program for the Combined Sewer Area (the “Program”) in 2014 to fund green infrastructure projects that remove stormwater runoff from the combined sewer collection system within the District’s combined sewer service area. The purpose of the Program is to provide funding for Green Infrastructure (GI) projects that remove stormwater runoff from the combined sewer collection system within the District’s combined sewer service area. For the purposes of this program, GI refers to stormwater source control measures, or water resource projects, that store, filter, infiltrate, or evapotranspire stormwater runoff to increase resiliency of infrastructure by reducing stress on wet-weather drainage and collection systems, thereby supporting healthy environments and strong communities.

## **3.0 DESCRIPTION OF THE GI GRANT PROGRAM**

### **3.1 Eligibility**

The Program is open to any city, village, township, or county within the District’s service areas (“member communities”), governmental entities, non-profit 501(c)(3) organizations, or businesses working in partnership with their member community in the combined sewer area, who are interested in implementing water resource projects that remove stormwater runoff from the combined sewer system, and who are willing to ensure the long-term maintenance of the GI practices.

### **3.2 Eligible Projects**

The GI project must be located in the District’s combined sewer area (refer to the map at the following link [here](#).)

*Note: The project’s existing stormwater drainage system (pre-development) must be tributary to the combined sewer system. Parcels within the combined sewer service area where only the sanitary sewer is directly tributary to the combined sewer and where the storm sewers discharge to the environment, or discharge to a separate storm sewer system that is not tributary to the combined sewer, are not eligible.*

The types of GI projects that will be considered for award:

- Design-Only Projects – Award not to exceed \$30,000 and projects must be completed by November 30, 2025.
- Design and/or Construction Projects (“Construction”) – Award not to exceed as follows and project must be completed by May 31, 2026:
  - **Small Project** (less than 0.60-acres of impervious area treated by GI stormwater control measures): \$250,000.
  - **Large Project** (at least 0.60-acres of impervious area treated by GI stormwater control measures): \$350,000.

### **3.3 Title IV Requirements**

Applicants are subject to the requirements of Title IV of the District’s Sewer Use Codes and as outlined in the *Submittal Requirements for Connections to the Combined Sewer System*. Program funding cannot be used for compliance with Title IV requirements.

For more information on the plan review process associated with Title IV *Submittal Requirements for Connections to the Combined Sewer Systems*, refer [here](#) or contact: Jeffrey Jowett, Community Discharge Permit Program Manager, [jowettj@neorsd.org](mailto:jowettj@neorsd.org) or (216) 881-6600.

### **3.4 Long-term Maintenance**

To ensure that the GI project will be maintained during its design life, the District will record on the real property records of Cuyahoga County an Affidavit of Facts Relating to Title providing constructive notice of the operation and maintenance responsibilities for the project.

### **3.5 Project Agreement**

The District requires Applicants to execute a Green Infrastructure Grant Program Agreement (the “Agreement”) for the Project. A draft Agreement is provided in Attachment A. The applicant must have the ability to fulfill all the terms and obligations required in the Agreement. The District reserves the right to revise the final Agreement.

### **3.6 Public Outreach and Education**

For Construction Projects, applicants are required to fabricate, install, maintain,

and replace (as necessary) permanent educational signage for the design life expectancy of the project. The District's minimum requirements for signage are provided in the GI Grant Program Signage Guidelines [here](#). All signage shall be approved by the District. The cost to design, fabricate and install permanent signage is an eligible expense that can be included within your grant request. The District shall be acknowledged on any public advertisement or outreach efforts related to the project.

### **3.7 Reimbursement**

The Program is a reimbursement grant, which will be made only on project-specific invoices as referenced in the approved project budget accrued on or after January 1, 2025. If the project for which you are applying is part of a larger construction project, the District will require individual, itemized, and verified invoices to support the reimbursement request. Refer to the District's GI Grant Program for the Combined Sewer Area document in **Attachment B** for additional information.

## **4.0 PROPSAL REQUIREMENTS**

### **4.1 Proposed Project**

Applicants shall submit a Proposal that describes in detail the proposed GI Project to be funded by the GI Grant Program. To be considered for funding under the Program, proposals must meet the minimum conditions described herein.

#### **Eligibility**

- The applicant must demonstrate that it represents a District member community, governmental entity, or a non-profit 501(c)(3) organization. A privately-owned business may also be eligible, provided one of the previously referenced parties works in partnership with the applicant.
- The applicant must demonstrate permanent control of the entire project site to be able to provide maintenance of the GI improvements throughout their design life, as determined by the District. Where the entity that provides maintenance is not the owner of the property on which the project is situated, please provide any maintenance agreements with the owner and/or any agreements that allow long-term access to the property.
- The Proposal shall demonstrate that both the applicant and the property associated with the GI project are currently in good standing with all District bills.

### **Project Team**

- The Proposal shall present the capabilities, skills, and experience of the project team for executing the proposed GI project.

### **Project Description**

- The Proposal shall clearly identify which type of GI project they are applying for funding: Design-Only, Construction Small, or Construction Large.
- The proposed GI project must demonstrate on-site stormwater control measures using green infrastructure.
- The Proposal shall quantify the reduction in annual stormwater runoff volume to the combined sewer system.
- The Proposal shall quantify the amount of impervious area (IA) that is conveyed to and treated by the proposed GI project.
- The Proposal shall include either concept plans or a full set of detailed design drawings based on the type of project (i.e., Design-only or Construction).
- The applicant shall describe in the Proposal how applicable zoning and permitting requirements have been or will be met.
- For Construction projects, the Proposal shall include a proposed construction schedule.

*Note: For all projects, when infiltrating stormwater control measures are proposed to meet and/or exceed Title IV post-development discharge requirements, they must be designed in accordance with the results of on-site subgrade infiltration testing using approved methods from the Ohio Rainwater and Land Development Manual, which may be found [here](#) (refer to New Provisional Practices, Infiltration Testing for Stormwater Practice Design [here](#)).*

### **Project Feasibility**

The Proposal shall describe the applicant's readiness to proceed with the GI project including the portion of the projects funds that have already been secured.

### **Anticipated Co-Benefits**

The Proposal shall identify anticipated community, social, and environmental co-

benefits of the GI Project in the Proposal.

### **Capacity to Maintain**

The Proposal shall demonstrate the applicant's ability to operate and maintain the GI project for the first year as well as long term. The Proposal shall also demonstrate that the party that will be performing the maintenance has the necessary skills, experience and equipment to perform such work.

### **4.2 Project Costs**

The cost of the proposed GI project shall be provided in the Proposal. Costs associated with services provided by third parties towards the project, including technical services such as engineering and design, construction services, project management, performance verification, testing, and inspection, and/or other direct costs as approved by the District, are eligible for grant funding.

*NOTE: Indirect cost allocations are not eligible for grant funding.*

### **Design-Only Projects**

To be eligible for Program funds, proposed stormwater control measures must be designed using approved methods from either of the following sources:

- Ohio Rainwater and Land Development Manual, which may be found [here](#).
- For other types of GI SCMs not found within the Ohio Rainwater Manual, other state stormwater management manuals as recognized by the District (contact the District early in the design).

The District reserves the right to consider designs that deviate from current standards on a case-by-case basis.

### **Construction Projects**

Projects subject to Title IV must submit cost details for compliance with Title IV and the cost details for green infrastructure features that exceed the Title IV compliance requirements. Only those project costs that exceed Title IV requirements are eligible for Program funding. Refer to Title IV [here](#).

In addition to the cost proposal breakdown for Title IV requirements as detailed

above, proposals that include the resurfacing of an existing parking lot for reasons such as re-grading for redirecting surface flow patterns, excavating within its footprint (e.g., installation of utilities), or converting it to a permeable surface must provide two (2) cost estimates as follows:

1. The estimated cost to resurface the existing parking lot's affected footprint (i.e., mill & fill with no re-grading), including related appurtenances (e.g., bumpers, striping, etc.).
2. The estimated cost to rehabilitate the parking lot with the inclusion of proposed GI stormwater control measures, including re-grading and related appurtenances (e.g., bumpers, striping, etc.).

In addition to the cost proposal breakdown for Title IV requirements as detailed above, proposals that include the resurfacing of an existing parking lot for any of the following reasons:

- Re-grading for the purpose of redirecting surface flow patterns;
- Excavating within its footprint (e.g., installation of utilities); or
- Converting it to a permeable surface.

The proposal must include two (2) cost estimates as follows:

1. The estimated cost to resurface the existing parking lot's affected footprint (i.e., mill & fill with no-regrading), including related appurtenances (e.g., bumpers, striping, etc.).
2. The estimated cost to rehabilitate the parking lot with the inclusion of proposed GI stormwater control measures, including re-grading and related appurtenances (e.g., bumpers, striping, etc.).

The maximum request for expenses related to parking lot rehabilitation cannot exceed an amount calculated as estimate 2 less estimate 1. The Program funds cannot be used for any existing parking lot rehabilitation expenses unless they are necessary for the receiving GI stormwater control measures to properly function. Furthermore, the Program funds cannot cover any expenses related to the expansion of new parking areas, with the sole exception being the footprint of new permeable pavement.

First-year maintenance costs such as labor, materials, plants, and equipment rental associated with the GI components of the project are eligible for grant funding. A



detailed breakdown of estimated first-year maintenance costs associated with the GI components of the project is required.

*NOTE: Up to \$500 of first-year maintenance funding can be allocated for the purchase of maintenance-related equipment, subject to District approval prior to purchase for reimbursement.*

*NOTE: First-year maintenance expenses that are budgeted cannot be used for design or construction expenses.*

*NOTE: Program funding cannot be used to pay for the costs to reinforce the structural integrity of a roof in support of green roof systems.*

## 5.0 Evaluation & Selection Process

### 5.1 Proposal Evaluation

The District will review and prioritize proposed GI projects that meet the eligible requirements. Proposals will be evaluated and ranked based on the Application Scoring Criteria below.

<b>Expected Benefits</b>		
Design-Only (31 Points) *Indicates this Evaluation Criteria is not considered for Design-only proposals. Design and/or Construction (37 Points)		
<b>Category</b>	<b>Evaluation Criteria</b>	<b>Points</b>
Composite Score - Volume Removed (gallons) & Impervious Acres Treated	<p>Projects will be evaluated based on a composite score that considers the estimated annual amount of stormwater runoff they are able to remove from the combined sewer system, and the amount of impervious area (IA) that is conveyed to and treated by Green Infrastructure Stormwater Control Measures (GI SCMs).</p> <p>For projects that do not need to comply with the District’s Title IV requirements, this will be based on the estimated annual runoff differences between “existing conditions” and “proposed conditions with GI SCMs”. For projects that must first comply with the District’s Title IV code, this will be based on the estimated annual runoff differences between “proposed conditions without GI SCMs” and “proposed conditions with GI SCMs”. The estimates must be determined using the USEPA Stormwater Calculator Model. Proposals will be identified as follows:</p> <p><b>Small Projects:</b> less than a total of 0.60-acres of IA treated by GI SCMs. <b>Large Projects:</b> at least a total of 0.60-acres treated by GI SCMs.</p>	<b>31</b>

## Expected Benefits

Design-Only (31 Points) \*Indicates this Evaluation Criteria is not considered for Design-only proposals.  
Design and/or Construction (37 Points)

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	<p>IA that is routed through a treatment train can only be counted once (e.g., 0.50 acres of IA is conveyed to a cistern and then to a bioretention cell only counts as 0.50-acres of IA treated, not 1.0-acre of IA treated).</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="8" style="text-align: center;">Small Projects (&lt; 0.60-acre IA treated) - Maximum request \$250,000</th> </tr> <tr> <th colspan="8" style="text-align: center;">Gallons Captured annually</th> </tr> <tr> <th style="text-align: center;">IA Treated</th> <th style="text-align: center;">&lt;50,000</th> <th style="text-align: center;">&lt;83,000</th> <th style="text-align: center;">&lt;116,000</th> <th style="text-align: center;">&lt;150,000</th> <th style="text-align: center;">&lt;183,000</th> <th style="text-align: center;">&lt;216,000</th> <th style="text-align: center;">&lt;250,000</th> </tr> </thead> <tbody> <tr><td style="text-align: center;">&lt; 0.2</td><td style="text-align: center;">4</td><td style="text-align: center;">6</td><td style="text-align: center;">8</td><td style="text-align: center;">10</td><td style="text-align: center;">12</td><td style="text-align: center;">14</td><td style="text-align: center;">16</td></tr> <tr><td style="text-align: center;">&lt; 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## Project Feasibility

Design-Only (16 Points) \*Indicates this Evaluation Criteria is not considered for Design-only proposals.

Design and/or Construction (28 Points)

### READINESS TO PROCEED & BUDGET (13 POINTS)

Category	Evaluation Criteria	Points
Pre-Proposal Meeting	Projects will score 3 points if the project team conducts a GI Grant Pre-proposal Meeting with NEORS staff by August 1st. It is highly recommended that the team have a general concept plan prepared for discussion during the pre-proposal meeting.	<b>3</b>
Funding Sources	*Projects will score 2 points upon providing verification that funding has been secured for 100% of project costs. Verification includes, but may not be limited to all contracts, bank statements, loans, grants, and letters of credit. Applications with 100% of their total project budgets covered solely by GI Grant Program funding will automatically earn these 2 points.	<b>2</b>
Detailed Budget	*Projects will be evaluated on how clearly and concisely their detailed budget is presented, how well it addresses minimum expectations, and if it is developed by a professional.	<b>3</b>
Capital Cost	*Projects will be evaluated based on whether the proposed construction project capital costs align with regional cost standards.	<b>3</b>

### PROJECT DESIGN (10 POINTS)

Category	Evaluation Criteria	Points
Plan Submittal	For applications that submit a full concept plan: projects will be evaluated on whether minimum requirements are included. See checklist (add link)	<b>3</b>
	*For applications that submit a full set of plan design drawings: projects will be evaluated on whether minimum requirements are included, and if the plans are stamped by a professional engineer.	<b>5</b>
Construction Schedule	Projects will be evaluated based on a proposed timeline that ensures projects can be completed within the grant program timeframe. Furthermore, consideration will be given to whether the schedule acknowledges foreseeable circumstances that could delay on-time completion of the project.	<b>3</b>
Zoning & Permitting	Projects will be evaluated on how well the applicant has already addressed applicable zoning and permitting requirements or has demonstrated the knowledge to do so prior to the commencement of construction.	<b>2</b>

## Project Feasibility

Design-Only (16 Points) \*Indicates this Evaluation Criteria is not considered for Design-only proposals.  
Design and/or Construction (28 Points)

### PROJECT TEAM (5 POINTS)

Category	Evaluation Criteria	Points										
Overall Experience with GI Projects	Projects will be evaluated on the amount of experience current team members have with designing/implementing GI SCMs. **This accounts for cumulative projects per team member, not cumulative experience of the team. For example, if an owner/design engineer partnership has successfully completed 5 GI projects, they have 5 projects worth of experience, and would score 3 points (they do not have 10 projects of experience). Project experience can include any GI projects and are not limited to those funded by NEORSD’s GI Grant Program.	<b>5</b>										
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Overall experience with GI projects**</th> <th style="text-align: center;">Points</th> </tr> </thead> <tbody> <tr> <td>Significant (at least 1 team member has been involved with 7+ GI projects)</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Some (at least 1 team member has been involved with 5+ GI projects)</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Minimal (no team member has been involved in more than 3 GI projects)</td> <td style="text-align: center;">1</td> </tr> <tr> <td>No member of the team has at least 3 GI projects of experience</td> <td style="text-align: center;">0</td> </tr> </tbody> </table>		Overall experience with GI projects**	Points	Significant (at least 1 team member has been involved with 7+ GI projects)	5	Some (at least 1 team member has been involved with 5+ GI projects)	3	Minimal (no team member has been involved in more than 3 GI projects)	1	No member of the team has at least 3 GI projects of experience	0
	Overall experience with GI projects**		Points									
	Significant (at least 1 team member has been involved with 7+ GI projects)		5									
	Some (at least 1 team member has been involved with 5+ GI projects)		3									
Minimal (no team member has been involved in more than 3 GI projects)	1											
No member of the team has at least 3 GI projects of experience	0											

## Capacity of the Applicant to Maintain the Project for Design Life Expectancy

Design-only (14 Points) \*Indicates this Evaluation Criteria is not considered for Design-only proposals.  
Design and/or Construction (18 Points)

### OPERATION AND MAINTENANCE (O&M) (4 POINTS)

Category	Evaluation Criteria	Points
Responsible Party	The party (or parties) responsible for first-year and long-term maintenance have been identified and confirmed.	<b>1</b>
Labor Hours	An estimate of annual labor hours for first-year and long-term maintenance has been provided.	<b>1</b>
Necessary Skills	The necessary skills required of the party (or parties) that will provide maintenance have been summarized.	<b>1</b>

## Capacity of the Applicant to Maintain the Project for Design Life Expectancy

Design-only (14 Points) \*Indicates this Evaluation Criteria is not considered for Design-only proposals.  
Design and/or Construction (18 Points)

### OPERATION AND MAINTENANCE (O&M) (4 POINTS)

Category	Evaluation Criteria	Points
Equipment Needed	A list of the equipment the party (or parties) will need to maintain the project has been provided.	<b>1</b>

### OPERATION AND MAINTENANCE PLAN (10 POINTS)

Category	Evaluation Criteria	Points
Design Features	The O&M Plan includes a comprehensive list of design features that are applicable to proposed SCMs.	<b>3</b>
What to Look For	The O&M Plan includes a description of what an inspector would look for while conducting a routine inspection, per design feature.	<b>4</b>
Inspection Frequencies	The O&M Plan summarizes how frequently each design feature should be inspected/maintained.	<b>3</b>

### OPERATION AND MAINTENANCE BUDGET (4 POINTS)

Category	Evaluation Criteria	Points
First-year Detailed Budget	*Projects will be evaluated on how clearly and concisely the detailed first-year maintenance budget is presented, how well it addresses minimum expectations, and if it is stamped by a professional engineer.	<b>1</b>
Long-Term Detailed Budget	*Projects will be evaluated on how clearly and concisely the detailed long-term maintenance budget is presented, how well it addresses minimum expectations, and if it is stamped by a professional engineer.	<b>1</b>
Maintenance Costs	*Projects will be evaluated on whether proposed maintenance costs reflect typical regional costs.	<b>1</b>
Eligible Expenses	*Projects will be evaluated on whether requested grant funding will be used exclusively for eligible maintenance expenses.	<b>1</b>

<b>Co-Benefits</b>		
Design-only (15 Points) *Indicates this Evaluation Criteria is not considered for Design-only proposals. Design and/or Construction (17 Points)		
<b>COMMUNITY AND SOCIAL CO-BENEFITS (11 POINTS)</b>		
<b>Category</b>	<b>Evaluation Criteria</b>	<b>Points</b>
Climate & Economic Justice Screening Tool (CEJST)	There are 8 burden categories considered as part of this tool: climate change, energy, health, housing, legacy pollution, transportation, water/wastewater, and workforce development. The tool uses this information to identify communities (by census tract) that are experiencing these burdens. Projects located in census tracts with at least 7 burden categories (BCs) identified will score 5 points; 6 BCs scores 4 pts; 5 BCs scores 3 pts; 4 BCs scores 2 pts; 3 BCs scores 1 pt; less than 3 BCs scores no points	<b>5</b>
Public Access, Open Space, Recreation	Projects can earn 1 point if the property (public or private) is accessible to the public for a minimum of 7 hours per weekend day or 3 hours per weekday. Projects can earn 2 additional points for creating a public gathering space that incorporates GI SCMs (i.e., an outdoor space specifically designed to serve as a venue for people to congregate, celebrate, socialize and/or enjoy recreational activities). Note: a parking lot with GI SCMs that serves a public gathering space does not qualify for these points.	<b>3</b>
Community Engagement, Collaboration	Projects can earn 1 point for each project phase in which the applicant actively engages with community members:	
	<ul style="list-style-type: none"> <li>Design phase (e.g., organize a public design charette or conduct surveys to generate ideas in the early stages of design) NOTE: Projects can earn this point for applicable activities that occur before or after the date of the GI Grant Program application.</li> </ul>	<b>1</b>
	<ul style="list-style-type: none"> <li>*Construction phase (e.g., sell engraved paver bricks, organize a planting party, etc.)</li> </ul>	<b>1</b>
	<ul style="list-style-type: none"> <li>*Maintenance phase (e.g., partner with an established garden club to maintain the landscaping of a bioretention cell)</li> </ul>	<b>1</b>
<b>ENVIRONMENTAL CO-BENEFITS (6 POINTS)</b>		
<b>Category</b>	<b>Evaluation Criteria</b>	<b>Points</b>
Urban Heat Resilience	Urban Heat Resilience is a total of 3 points available. See below.	
	<ul style="list-style-type: none"> <li>1 point for a net increase of three shade trees from the <a href="#">District's approved list</a>.</li> </ul>	<b>1</b>

	<ul style="list-style-type: none"> <li>1 point for reducing impervious area cover by at least 10% (from existing compared to proposed conditions (Note: green roof and permeable pavement footprints are considered pervious).</li> </ul>	<b>1</b>
	<ul style="list-style-type: none"> <li>1 point if the project is located in a high priority heat resilience area as identified on the Priority Area Map under “Resources” on the website - <a href="#">NEORSD GI Grant Program Website Link</a>.</li> </ul>	<b>1</b>
Urban Flooding Resilience	Urban Flooding Resilience is a total of 3 points available. See below.	
	<ul style="list-style-type: none"> <li>2 points if the project prevents the post-development average annual runoff from exceeding the pre-development (i.e., undeveloped) average annual runoff, as determined by the USEPA Stormwater Calculator. To mimic an undeveloped pre-development condition, all existing impervious areas must be accounted for as “lawn”;</li> </ul>	<b>2</b>
	<ul style="list-style-type: none"> <li>1 additional point if the project is in a high priority flood resilience area as identified on the <a href="#">District’s Priority Sewershed map</a>.</li> </ul>	<b>1</b>

<b>SUMMARY OF TOTAL SCORING</b>		
Category	Design-Only (Max Of 76 Points)	Design And/Or Construction (Max Of 100 Points)
Expected Benefits	31 (41%)	37 (37%)
Project Feasibility	16 (21%)	28 (28%)
Capacity to Maintain	14 (18%)	18 (18%)
Education and Additional Co-Benefits	15 (20%)	17 (17%)

## 5.2 Award

After evaluation, District staff will make a recommendation to award GI Grants. Award announcements are anticipated in December 2024. Awards are contingent on funding availability. The District is under no obligation to fund any GI Grant Program requests.

## 5.3 Attachments

Attachment A – Draft GI Grant Program Agreement

Attachment B – GI Grant Program



Attachment A  
Green Infrastructure Grant Program Agreements

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**GREEN INFRASTRUCTURE GRANT PROGRAM AGREEMENT  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND**

\*\*\*

**DESIGN-ONLY PROJECT**

This Green Infrastructure Grant Program Agreement (“Agreement”) is made as of January 1, 2025 (the “Effective Date”), between the Northeast Ohio Regional Sewer District (the “District”), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. \*\*\*, adopted by the District’s Board of Trustees on \*\*\*, 2025 (Exhibit “A”), and \*\*\* (“Grantee”), a legal entity registered in the State of Ohio, located at \*\*\*.

**RECITALS:**

WHEREAS, pursuant to Ohio Revised Code Section 6119.06 (F), the District is authorized to make grants to any person or political subdivisions for the acquisition or construction of water resource projects by such person or political subdivisions; and

WHEREAS, the District has established a Green Infrastructure Grant Program for the Combined Sewer Area (“Program”) for the purpose of promoting the implementation of water resource projects through the design and construction of green infrastructure (“GI”) in the District’s combined sewer area to remove stormwater from the combined sewer system and reduce the release of combined sewage into the environment; and

WHEREAS, in response to the District’s Request for Proposal (Exhibit “B”), the Grantee applied for Program funds (the “Application,” attached hereto as Exhibit “C”) for the design of the \*\*\* project (the “Project”); and

WHEREAS, the Project will be designed to remove approximately \*\*\* gallons of

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stormwater annually from the combined sewer system; and

WHEREAS, the Grantee agrees that, within two (2) Program funding cycles after execution of this Agreement, Grantee shall submit an additional grant application in response to a future District Request for Proposal to apply for Program funds to complete the construction portion of the Project, as more fully described herein; and

WHEREAS, the District has determined that the Grantee's Project will promote the purpose of the Program to remove stormwater from the combined sewer system and reduce the release of combined sewage into the environment.

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

**ARTICLE 1.**            **DISTRICT GRANT**

- 1.1    The District hereby awards a GI grant to the Grantee for the design of the Project on a reimbursement basis, in a total amount not-to-exceed \*\*\*.
- 1.2    Location. The Project must be located within the District's combined sewer service area and in the area set forth in the Grantee's Application.
- 1.3    Green Infrastructure Design. The Project shall be designed utilizing GI stormwater control measures to remove stormwater from the combined sewer system.
- 1.4    Compliance with Title IV, the District's Combined Sewer Code. The Project shall be designed to ensure compliance with Title IV of the District's Code of Regulations. Title IV shall serve as a minimum requirement for stormwater management on the Project. The Program goal is to implement GI for stormwater management beyond the minimum requirements established by Title IV. Under no circumstance shall Program funds be

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used for Title IV compliance.

1.5 Program Funds. The Program funds shall be provided by the District on a reimbursement basis, as detailed in Article 4, directly to the Grantee for Project design costs. District staff members, selected by the District, will review the design throughout the duration of the Project. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the Grantee and the District shall remain with the District. The District shall not reimburse the Grantee for any Project costs incurred prior to January 1, 2025.

1.6 Mandatory Green Infrastructure Operation and Maintenance Workshop. Grantee's representative(s) shall attend a mandatory Green Infrastructure Operation and Maintenance Workshop (the "Workshop") provided by the District. The Workshop will set forth the operation and maintenance guidelines for GI practices that the Grantee will be required to perform once the Project is completed.

The Workshop will be held in person format on **April 4, 2025**.

**ARTICLE 2.**            **DISTRICT'S OBLIGATIONS**

The District agrees to perform as follows:

- 2.1 Grant Administration. Provide oversight and final approval for Project scope of work, schedules, changes, recordkeeping, reports, budgets, accounting, and any and all activities related to expenditure of grant funds in accordance with the terms and conditions of this Agreement.
- 2.2 Technical Assistance. Provide technical review to the Grantee for design,

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specifications, and development of operation and maintenance manuals for the Project.

2.3 District Review. Provide timely review and comments to the Grantee related to the design documents at various stages and milestones of the Project.

2.4 District Approvals. (i) Review and approve or disapprove in writing the components of the Project, including the Grantee's maintenance plan; and (ii) approve or disapprove in writing any changes to the Project.

2.5 Public Acknowledgment. Acknowledge the Grantee, in presentations or publications related to the Project.

2.6 No Liability. 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 or fitness of the project for a particular purpose.

**ARTICLE 3.**            **GRANTEE'S OBLIGATIONS**

The Grantee agrees as follows:

3.1 Utilization of Program Funds. Use 100% of the District's Program funds for activities and/or expenses related to the GI components of the Project, as approved by the District. These activities and expenses may include design specifically related to the GI components of the Project. Any other use of District-provided funding shall require prior written approval by the District. The Grantee shall obtain the prior written approval of the District prior to modifying any of the GI components of the Project.

3.2 Design and Construction of GI Measures.

- Design: The Grantee shall coordinate with the District's representatives during all critical stages and milestones of the design to allow sufficient

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time for the District to review and provide comments related to the design documents. The Grantee shall ensure the proposed infiltrating stormwater control measures proposed will meet and/or exceed Title IV post- development discharge requirements and are designed per the results of on-site subgrade infiltration testing using approved methods from the following sources:

- Ohio Rainwater and Land Development Manual, which may be found at <https://epa.ohio.gov/dsw/storm/rainwater> (refer to New Provisional Practices, Infiltration Testing for Stormwater Practice Design, which may be found here: [https://epa.ohio.gov/static/Portals/35/storm/technical\\_assistance/2.17\\_Soil\\_Infiltration\\_Rate\\_2018\\_Provisional.pdf](https://epa.ohio.gov/static/Portals/35/storm/technical_assistance/2.17_Soil_Infiltration_Rate_2018_Provisional.pdf)).
- Other state stormwater management manuals as recognized by the District (contact the District early in design).
- The District reserves the right to consider designs that deviate from current standards on a case-by-case basis.
- Construction: The Grantee shall, within two (2) District Program cycles after the Effective Date of this Agreement, submit an additional grant application, in response to a future District Request for Proposal, to apply for grant funds to complete the construction portion of the Project. Failure by Grantee to submit such application as specified above shall be a material breach of this Agreement. In the event of such breach, Grantee shall reimburse the District the full amount of all District grant funds paid to Grantee under this Agreement. The District shall be entitled to any and all court costs, expenses, and attorneys' fees that may be incurred by the District in enforcing this provision.

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33 Project Schedule. The Grantee shall complete and obtain District approval of the design of the Project by May 31, 2026, unless extended or revised pursuant to written approval of the District. The Grantee's failure to meet the District-approved schedule may negatively impact the Grantee's ability to receive future grant funding from the District. Requests for final reimbursement related to Project design must be submitted no later than June 30, 2025.

34 Complete and submit quarterly progress report - as follows:

- 1) First Request shall be due April 30, 2025, for work completed January 1, 2025, through March 31, 2025.
- 2) Second Request shall be due July 31, 2025, for work completed April 1, 2025, through June 30, 2025.
- 3) Third Request shall be due October 31, 2025, for work completed July 1, 2025, through September 30, 2025.
- 4) Fourth Request shall be due December 31, 2025, for work completed October 1, 2024, through November 30, 2025.
- 5) Fifth Request shall be due April 30, 2026, for work completed January 1, 2026, through March 31, 2026.
- 6) Sixth Request shall be due July 31, 2026, for work completed April 1, 2026, through June 30, 2026.

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

The Grantee agrees to meet with District staff, as requested, to review Project progress and to use the Reimbursement Request and Progress Report Form provided by the District and available at:

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<https://www.neorsd.org/stormwater-2/green-infrastructure-grant-program/>

- 35 Operation and Maintenance. The Grantee shall permit the District to provide technical review of the operation and maintenance manual developed as part of the design for the Project. Once constructed, the Grantee shall remain responsible for the operation and maintenance of the Project for the design life expectancy of the Project, as determined by the District. Upon completion of the construction of the Project, the District shall reimburse the Grantee for First-Year Maintenance activities that have been approved by the District. An annual operation and maintenance inspection report for the Project shall be submitted to the District annually by June 1<sup>st</sup> following completion of construction for the design life expectancy of the Project, as determined by the District.
- 36 Access to the Grantee's Project Site. The Grantee shall provide the District reasonable access to inspect the Project site for the design life expectancy of the Project. The Grantee agrees to immediately notify the District of any changes to, or termination of the Grantee's access rights in the Project site. In the event that the Grantee is required to vacate the premises on which the Project is located, the Grantee shall provide the District with a plan for relocation of the Project if the Project is of a nature that relocation is possible. In the event that relocation is not possible, at the District's sole discretion, this Agreement may be assigned to a successor owner or occupier of the Project site only in accordance with Article 5.7 of this Agreement or the District shall be entitled to a refund of all grant funds provided by this Agreement. Failure to comply with this provision may be considered a default under this Agreement, pursuant to Article 7 herein.



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3.7 Prohibition on Transfer of Project Property. The Grantee shall not transfer ownership, maintenance or operational control of the Project or the real property wherein the Project is located, during the design and construction of the Project or during the operation and maintenance of the Project's life, as further described in paragraph 3.6 above, unless the Grantee retains a property interest in the Project property for obligations under this Agreement, including maintenance, or unless some other arrangement consistent with this Agreement, including Grantee's successor agreeing to Grantee's obligations herein, is accepted by the District. The Grantee's property interest in the Project, as contained in this Agreement, shall be irrevocable for the design life expectancy of the Project, as determined by the District, but in any event, so long as the Project is operational with reasonable ongoing maintenance as determined by the District. The Grantee shall inform the District anytime there is a proposed transfer. Grantee shall reimburse the District in an amount equal to one hundred percent (100%) of the grant payments provided by the District to Grantee under this Agreement if the Project, or the real property wherein the Project is located, is transferred in contravention of this provision. The District shall be entitled to any and all court costs, expenses, and attorneys' fees that may be incurred by the District in enforcing this provision.

3.8 Affidavit of Facts Relating to Title. Grantee acknowledges and agrees that the District will record on the real property records of Cuyahoga County an Affidavit of Facts Relating to Title providing constructive notice of the operation and maintenance responsibilities for the Project for its design life expectancy, as described in this Agreement. The Affidavit of Facts Relating

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to Title is attached to this Agreement as Exhibit E.

- 3.9 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Project.

**ARTICLE 4.**            **REIMBURSEMENT OF GRANT FUNDS AND INVOICING**

- 4.1 The District shall reimburse the Grantee for eligible Project design activities that occur after January 1, 2025, based upon paid invoices, prepared and submitted by the Grantee to the District, in the form prescribed by the District, and including supporting information as required in this Agreement and the Green Infrastructure Grant Program for the Combined Sewer Area Policy, Process, and Procedures, attached hereto as Exhibit “D.”

**ARTICLE 5.**            **MISCELLANEOUS**

- 5.1 Limit of Commitment by the District. This award is made with the understanding that the District has no obligation to provide other or additional support or funding beyond that identified in this Agreement, nor does this award represent any commitment to, or expectation of, future support or funding from the District for this or any other project of the Grantee.
- 5.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Grantee or the District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 5.3 Term. The term of this Agreement shall begin as of the date first above written and shall be in effect through satisfaction of all obligations contained herein.

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- 5.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 5.5 Authority to Execute. Each person executing this Agreement represents and warrants that he is duly authorized to execute this Agreement by the party on whose behalf he is so executing.
- 5.6 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 5.7 Prohibition on Assignment and Subcontracting. The Grantee may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 5.8 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 5.9 Merger Clause. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 5.10 No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**ARTICLE 6.**            **RELEASE OF LIABILITY AND INDEMNIFICATION**

6.1 The Grantee hereby releases and indemnifies the District from all liability related to the performance of the Project and the grant payments provided by the District hereunder. The Grantee further releases and indemnifies the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, and inspection of the Project; (iii) any defective performance of the Project by the Grantee and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Grantee.

**ARTICLE 7.**            **DEFAULT OF GRANT OBLIGATIONS**

7.1 Failure of the Grantee to meet any of the material requirements contained in this Agreement may result in termination of this Agreement and reimbursement of the disbursed funds by the Grantee to the District. The Agreement may be terminated only after the District has notified Grantee of the default and Grantee failing to cure such default within thirty (30) calendar days.

**ARTICLE 8.**            **NOTICES**

8.1 All notices delivered hereunder shall be made by email or regular U.S. mail to the following:

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DISTRICT

Jessica S. Cotton, GIP  
Grant Programs Administrator  
NEORS  
3900 Euclid Avenue  
Cleveland, OH 44115  
[cottonj@neorsd.org](mailto:cottonj@neorsd.org)

GRANTEE

\*\*\*

**ARTICLE 9.**

**EXHIBITS**

- Exhibit A District Resolution
- Exhibit B District Request for Proposal
- Exhibit C Grantee Grant Application
- Exhibit D Green Infrastructure Grant Program for the Combined Sewer Area  
Policy, Process, and Procedures
- Exhibit E Affidavit of Facts Relating to Title

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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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

**GRANTEE**

BY: \_\_\_\_\_

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.

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CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

\*\*\*

FOR

2024 GREEN INFRASTRUCTURE  
GRANT PROGRAM AGREEMENT:

\*\*\*

(DESIGN-ONLY):

\_\_\_\_\_  
Total Approximate Cost: \$\*\*\*

\_\_\_\_\_

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**

**GREEN INFRASTRUCTURE GRANT PROGRAM AGREEMENT**

**BY AND BETWEEN**

**THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**AND**

**\*\*\***

**DESIGN AND CONSTRUCTION PROJECTS**

This Green Infrastructure Grant Program Agreement (“Agreement”) is made as of January 1, 2025 (the “Effective Date”), between the Northeast Ohio Regional Sewer District (the “District”), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. \*\*\*, adopted by the District’s Board of Trustees on \*\*\*, 2023 (Exhibit “A”), and \*\*\* (“Grantee”), a [501(C)(3) *non-profit organization / corporation / political subdivision*] of the State of Ohio, located at \*\*\*.

**RECITALS:**

WHEREAS, pursuant to Ohio Revised Code Section 6119.06 (F), the District is authorized to make grants to any person or political subdivisions for the acquisition or construction of water resource projects by such person or political subdivisions; and

WHEREAS, the District has established a Green Infrastructure Grant Program for the Combined Sewer Area (“Program”) for the purpose of promoting the implementation of water resource projects through the construction of green infrastructure (“GI”) projects in the District’s combined sewer area to remove stormwater from the combined sewer system and reduce the release of combined sewage into the environment; and

WHEREAS, in response to the District’s Request for Proposal (Exhibit “B”), the



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Grantee applied for Program funds (the “Application.” attached hereto as Exhibit “C”) for the construction of the \*\*\*project (the “Project”); and

WHEREAS, the Project will remove approximately \*\*\* gallons of stormwater annually from the combined sewer system; and

WHEREAS, the District has determined that the Grantee’s Project will promote the purpose of the goals of the Program to remove stormwater from the combined sewer system and reduce the release of combined sewage into the environment.

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

**ARTICLE 1.**                      **DISTRICT GRANT**

1.1 The District hereby agrees to award a GI grant to the Grantee for the design and construction of the Project, including the first-year of Project maintenance (“First-Year Maintenance”), on a reimbursement basis, in a total amount not-to-exceed \$\*\*\*, as follows:

- Project Design and Construction (Not-to Exceed)                      \$\*\*\*
- First-Year Maintenance (Not-to-Exceed)                                      \$\*\*\*
- Total Project Not-to-Exceed Amount    \$\*\*\*

1.2 Location. The Project must be performed within the District’s combined sewer service area and in the area set forth in the Grantee’s Application.

1.3 Green Infrastructure Design. The Project shall be designed and constructed utilizing GI stormwater control measures to remove stormwater from the combined sewer system.

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- 1.4 Compliance with Title IV, the District’s Combined Sewer Code. The Project shall be designed and constructed to ensure compliance with Title IV of the District’s Code of Regulations. Title IV shall serve as a minimum requirement for stormwater management on the Project. The Program goal is to implement GI for stormwater management beyond the minimum requirements established by Title IV. Under no circumstance shall Program funds be used for Title IV compliance.
- 1.5 Program Funds. The Program funds shall be provided by the District on a reimbursement basis, as detailed in Article 4, directly to the Grantee for Project design and construction costs and First-Year Maintenance costs, conditioned upon the District’s prior approval of the design and construction of the Project. District staff members will perform design reviews, construction inspections and maintenance oversight throughout the duration of the Project. Program funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the Grantee and the District shall remain with the District. The District shall not reimburse the Grantee for any Project costs incurred prior to January 1, 2024.
- 1.6 Mandatory Green Infrastructure Operation and Maintenance Workshop. Prior to the construction of the Project, Grantee’s representative(s) shall attend a mandatory Green Infrastructure Operation and Maintenance Workshop (the “Workshop”) provided by the District. The Workshop will set forth the operation and maintenance guidelines for GI practices that the Grantee will be required to perform once the Project is completed.

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The Workshop will be held in person format on *April 4, 2025*.

**ARTICLE 2.**            **DISTRICT’S OBLIGATIONS**

The District agrees to perform as follows:

- 2.1 Grant Administration. Provide oversight and final approval for Project scope of work, schedules, changes, recordkeeping, reports, budgets, accounting, and any and all activities related to expenditure of Program funds in accordance with the terms and conditions of this Agreement.
- 2.2 Technical Assistance. Provide technical review to the Grantee for design, specifications, construction, installation, monitoring, and development of operation and maintenance manuals for the Project.
- 2.3 District Review. Provide timely review and comments to the Grantee related to the design and construction documents at various stages and milestones of the Project.
- 2.4 District Approvals. (i) Review and approve or disapprove in writing the components of the Project, including the Grantee’s maintenance plan; (ii) inspect and approve or disapprove in writing any and all components of the Project to determine compliance with the plans and specifications of the Project; and (iii) approve or disapprove in writing any changes to the Project.
- 2.5 Public Acknowledgment. Acknowledge the Grantee, in presentations or publications related to the Project.
- 2.6 No Liability. 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 or fitness of the project for a particular purpose.

**ARTICLE 3.**                    **GRANTEE’S OBLIGATIONS**

The Grantee agrees as follows:

- 3.1 Notice of Project Commencement. Provide notification to the District at least seven (7) business days prior to the start of the Project construction and schedule an on-site pre-construction meeting prior to the commencement of construction.
- 3.2 Utilization of Program Funds. Use 100% of the Program funds for activities and/or expenses related to the GI of the Project, as approved by the District. These activities and expenses may include design, construction, materials, first-year maintenance, and signage specifically related to the green infrastructure components of the Project. Any other use of District-provided funding shall require prior written approval by the District. The Grantee shall obtain the prior written approval of the District prior to modifying any of the green infrastructure components of the Project.
- 3.3 Design and Construction of GI Measures.
  - Design: As applicable, the Grantee shall coordinate with the District’s representatives during all critical stages and milestones of the design to allow sufficient time for the District to review and provide comments related to the design documents. The Grantee shall ensure that the proposed infiltrating stormwater control measures will meet and/or exceed Title IV post- development discharge requirements and are designed per the results of on-site subgrade infiltration testing using approved methods from the following sources:
    - Ohio Rainwater and Land Development Manual, which

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may be found at <https://epa.ohio.gov/dsw/storm/rainwater> (refer to New Provisional Practices, Infiltration Testing for Stormwater Practice Design, which may be found here: [https://epa.ohio.gov/static/Portals/35/storm/technical\\_assistance/2.17\\_Soil\\_Infiltration\\_Rate\\_2018\\_Provisional.pdf](https://epa.ohio.gov/static/Portals/35/storm/technical_assistance/2.17_Soil_Infiltration_Rate_2018_Provisional.pdf)).

- Other state stormwater management manuals as recognized by the District (contact the District early in design).
  - The District reserves the right to consider designs that deviate from current standards on a case-by-case basis.
  - Construction: The Grantee shall install the Project in accordance with the District-approved plans and drawings and provide on-site construction inspection and oversight. The Grantee shall coordinate with the District's representatives during all critical stages and milestones of the construction to allow sufficient time for the District to inspect the construction work. The Grantee shall submit all construction-related drawings and stormwater management reports to the District for review and approval prior to commencing construction of the Project. Upon completion of the Project, the Grantee shall provide copies of as-built drawings of the Project to the District.
- 3.4 Project Schedule. The Grantee shall complete the construction of the Project by November 30, 2024, unless extended or revised pursuant to written approval of the District. The Grantee's failure to meet the District-approved schedule may negatively impact the Grantee's ability to receive future grant funding from the District. Requests for reimbursement related to Project design and/or construction must be submitted no later than December 31,

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2024. The first year of maintenance for which Grantee may receive reimbursement shall begin as of written notification by the District that the Project has been deemed substantially complete in accordance with the plans and specifications approved by the District. Requests for reimbursement related to Project First-Year Maintenance costs must be submitted no later than 11 months after the date substantial completion is determined by the District with written notification.

3.5 Complete and submit quarterly progress report - as follows:

- 1) First Request shall be due April 30, 2025, for work completed January 1, 2025, through March 31, 2025.
- 2) Second Request shall be due July 31, 2024, for work completed April 1, 2025, through June 30, 2025.
- 3) Third Request shall be due October 31, 2025, for work completed July 1, 2025, through September 30, 2025.
- 4) Fourth Request shall be due December 31, 2024, for work completed October 1, 2025, through November 30, 2025.

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

The Grantee agrees to meet with District staff, as requested, to review the progress of the Projects, and to use the Reimbursement Request form and Quarterly Progress Report form provided by the District and available at: <https://www.neorsd.org/stormwater-2/green-infrastructure-grant-program/>.

3.6 Operation and Maintenance. Once constructed, the Grantee shall remain responsible for the operation and maintenance of the Project for the design

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life expectancy of the Project, as determined by the District. The District shall reimburse the Grantee in accordance with paragraph 1.1. above for those First-Year Maintenance activities that have been approved by the District. The Grantee shall permit the District to provide technical review of the operation and maintenance manual developed for the Project prior to completion of construction.

- 3.7 An annual operation and maintenance inspection report for the Project shall be submitted to the District annually by June 1<sup>st</sup> following completion of construction for the design life expectancy of the Project, as determined by the District.
- 3.8 Inspection of Project. The Grantee shall permit the District to periodically inspect the Project for the design life expectancy of the completed Project. If the District determines the Project is not being properly maintained, the District shall notify the Grantee of such in writing. The Grantee shall provide the District with a plan to address maintenance issues within thirty (30) days of receipt of the District's written notice.
- 3.9 Educational Signage. Once constructed, the Grantee shall coordinate the Project's educational signage content and placement with the District, utilizing the District's guidelines and templates for applicable GI practices, and ensure that the educational signage is installed within thirty (30) days of substantial completion of the Project. The fabrication, installation, maintenance, and replacement (if necessary) of the signage will be the responsibility of the Grantee for the design life expectancy of the Project.
- 3.10 Access to the Grantee's Project Site. The Grantee shall provide the District reasonable access to the Project site for the design life expectancy of the

Project as necessary for inspection of the Project. The Grantee agrees to immediately notify the District of any changes to, or termination of the Grantee's access rights on the Project site. If the Grantee is required to vacate the premises on which the Project is located, the Grantee shall provide the District with a plan for relocation of the Project if the Project is of a nature that relocation is possible. In the event that relocation is not possible, at the District's sole discretion, this Agreement may be assigned to a successor owner or occupier of the Project site only in accordance with Article 5.7 of this Agreement or the District shall be entitled to a refund of all grant funds provided by this Agreement. Failure to comply with this provision may be considered a default under this Agreement, pursuant to Article 7 herein.

- 3.11 Prohibition on Transfer of Project Property. The Grantee shall not transfer ownership, maintenance or operational control of the Project or the real property wherein the Project is located, during the design and construction of the Project or during the operation and maintenance of the Project's life, as further described in paragraph 3.6 above, unless the Grantee retains a property interest in the Project property for obligations under this Agreement, including maintenance, or unless some other arrangement consistent with this Agreement, including Grantee's successor agreeing to Grantee's obligations herein, is accepted by the District. The Grantee's property interest in the Project, as contained in this Agreement, shall be irrevocable for the design life expectancy of the Project, as determined by the District, but in any event, so long as the Project is operational with reasonable ongoing maintenance as determined by the District. The Grantee shall inform the District anytime there is a proposed transfer. Grantee shall reimburse the



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District in an amount equal to one hundred percent (100%) of the grant payments provided by the District to Grantee under this Agreement if the Project, or the real property wherein the Project is located, is transferred in contravention of this provision. The District shall be entitled to any and all court costs, expenses, and attorneys' fees that may be incurred by the District in enforcing this provision.

3.12 Affidavit of Facts Relating to Title. Grantee acknowledges and agrees that the District will record on the real property records of Cuyahoga County an Affidavit of Facts Relating to Title providing constructive notice of the operation and maintenance responsibilities for the Project for its design life expectancy, as described in this Agreement. The Affidavit of Facts Relating to Title is attached to this Agreement as Exhibit E.

3.13 Payment of Prevailing Wage. The Grantee shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the Water Resource Project and shall ensure compliance with any prevailing wage requirements in said Chapter.

3.14 Public Acknowledgment. Acknowledge the District in presentations or publications related to the Project.

**ARTICLE 4. REIMBURSEMENT OF GRANT FUNDS AND INVOICING**

4.1 The District shall reimburse the Grantee for eligible Project design and construction activities that occurred after January 1, 2024, and for First-Year Maintenance expenses after the Project is deemed substantially complete, based upon paid invoices, prepared and submitted by the

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Grantee to the District, in the form prescribed by the District, and including supporting information as required in this Agreement and the Green Infrastructure Grant Program for the Combined Sewer Area Policy, Process, and Procedures, attached hereto as Exhibit “D.”

**ARTICLE 5.**                      **MISCELLANEOUS**

- 5.1 Limit of Commitment by the District. This award is made with the understanding that the District has no obligation to provide other or additional support, beyond that identified in this Agreement, including maintenance of the Project, nor does this award represent any commitment to, or expectation of, future support, including maintenance of the Project, from the District for this or any other project of the Grantee.
- 5.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Grantee or the District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 5.3 Term. The term of this Agreement shall begin as of the date first above written and shall be in effect for the design life expectancy of the Project.
- 5.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

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- 5.5 Authority to Execute. Each person executing this Agreement represents and warrants that he is duly authorized to execute this Agreement by the party on whose behalf he is so executing.
- 5.6 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 5.7 Prohibition on Assignment and Subcontracting. The Grantee may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 5.8 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 5.9 Merger Clause. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 5.10 No Third-Party Beneficiary. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

**ARTICLE 6.**                    **RELEASE OF LIABILITY AND INDEMNIFICATION**

6.1     The Grantee hereby releases and indemnifies the District from all liability related to the performance of the Project and the grant payments provided by the District hereunder. The Grantee further releases and indemnifies the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, and inspection of the Project; (iii) any defective performance of the Project by the Grantee and/or their agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Grantee.

**ARTICLE 7.**                    **DEFAULT OF GRANT OBLIGATIONS**

7.1     Failure of the Grantee to meet any of the material requirements contained in this Agreement may result in termination of this Agreement and reimbursement of the disbursed funds by the Grantee to the District. The Agreement may be terminated only after the District has notified Grantee of the default and Grantee have failed to cure such default within thirty (30) days.

**ARTICLE 8.**                    **NOTICES**

8.1 All notices delivered hereunder shall be made by email or regular U.S. mail to the following:

**DISTRICT**

Jessica S. Cotton, GIP  
Grant Programs Administrator  
3900 Euclid Avenue  
Cleveland, OH 44115  
[cottonj@neorsd.org](mailto:cottonj@neorsd.org)

**GRANTEE**

\*\*\*

**ARTICLE 9.**                    **EXHIBITS**

- Exhibit A      District Resolution
- Exhibit B      District Request for Proposal
- Exhibit C      Grantee Grant Application
- Exhibit D      Green Infrastructure Grant Program in the Combined Sewer Area  
Policy, Process, and Procedures
- Exhibit E      Affidavit of Facts Relating to Title

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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

**GRANTEE**

BY: \_\_\_\_\_

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.



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Date

BUDGET CENTER 8100

DRAFT



Attachment B

Green Infrastructure Grant Program Policy, Process, and Procedures

**GREEN INFRASTRUCTURE GRANT PROGRAM  
FOR  
THE COMBINED SEWER AREA**

**POLICY, PROCESS, AND PROCEDURES  
JUNE 2024**

**PROGRAM POLICY**

The Northeast Ohio Regional Sewer District (the District) supports the strategic implementation and long-term maintenance of green infrastructure that protects, preserves, enhances, and restores natural hydrologic function. The focus of the Green Infrastructure Grant Program for the Combined Sewer Area (the Program) is the funding of green infrastructure projects to remove stormwater runoff from the combined sewer collection system within the District’s combined sewer service area. Furthermore, the Program seeks to promote a variety of social and environmental co-benefits. Green infrastructure (GI) refers to stormwater source control measures, or water resource projects, that store, filter, infiltrate, or evapotranspire stormwater runoff to increase resiliency of infrastructure by reducing stress on wet-weather drainage and collection systems, thereby supporting healthy environments and strong communities.

The Program is open to member communities, governmental entities, non-profit 501(c)(3) organizations, or businesses working in partnership with their community in the combined sewer area, who are interested in implementing water resource projects that remove stormwater runoff from the combined sewer system, and who are willing to ensure the long-term maintenance of the green infrastructure practices. Program funding is awarded through a competitive funding process with final recommendations approved by the District Board of Trustees. The availability of Program funds in any calendar year is at the discretion of the District Board of Trustees.

The District recognizes that construction can cause an increase in impervious surface at the site. For grant consideration, applicants must demonstrate compliance with Title IV (Combined Sewer Code) of the District’s Code of Regulations as outlined in the *Submittal Requirements for Connections to the Combined Sewer System*. Applicants are responsible for funding the portions of a project that are necessary to meet the minimum requirements of Title IV. The District will consider project funding above Title IV requirements, provided the following conditions are met to the satisfaction of the District:

- Project meets all grant eligibility requirements, as will be set forth in a Request for Proposal document issued by the District.
- Applicant provides cost details for compliance with Title IV.
- Applicant provides cost details for the water resource project components that exceed Title IV compliance.

All entities awarded Program grant funds will enter into a Green Infrastructure Grant Program Agreement (the Agreement) for the design and/or implementation and long-term maintenance of the GI project. Program funds will be provided by the District on a reimbursement basis for project costs, including design, construction, and the first-year maintenance expenses, in accordance with the District's Program Reimbursement Process and Procedures (see below). The Grantee may use 100% of the District's grant funds for activities and/or expenses related to the green infrastructure components of the project (i.e., design, construction, materials, first-year maintenance and signage specifically related to the green infrastructure components), as approved by the District. Funds must be used in accordance with the Agreement. Any funds not expended for the purposes contained in the applicable Agreement and approved by the District shall remain with the District.

- Once constructed, the Grantee shall remain responsible for the operation and maintenance of the Project for the design life expectancy of the Project, as determined by the District.
- The Grantees are required to attend a mandatory Operation and Maintenance Workshop provided by the District. If the GI project fails to be maintained by the Grantee in accordance with the Green Infrastructure Grant Program Agreement executed with the District, the full amount of awarded Program funds expended for the water resource project shall be returned to the District.

### **PROGRAM SITE CONTROL**

At the time the application is submitted for Program funds, the applicant must be able to demonstrate permanent control of the entire site where the GI project is located.

### **REIMBURSEMENT PROCESS AND PROCEDURE**

The District established the Green Infrastructure Grant Program for the Combined Sewer Area to provide funds, on a reimbursement basis, for green infrastructure projects, conditioned on the District's prior approval of the design, construction, and first-year maintenance budget of the project. Requests for reimbursement related to the project's first-year maintenance costs must be submitted no later than 11-months after the date the GI project is deemed substantially complete, as determined by the District and provided to

the Grantee in writing. Under no circumstance shall grant funds be used for compliance under Title IV of the District's Code of Regulations. District staff members will perform design reviews, construction inspections, and first-year maintenance oversight throughout the duration of the project. Funds must be used in accordance with the authorized amount indicated. Any funds not expended for the purposes agreed to by the Grantee and the District shall remain with the District.

The District agrees to reimburse the Grantee for eligible GI project expenses based on paid invoices, prepared, and submitted by the Grantee to the District, in the form prescribed by the District, and including supporting information as required by the Agreement.

- a) All requests for reimbursement of grant funds for design services shall be documented to the District in reasonable satisfaction based on the agreed upon scope and fee for the design services.
- b) All requests for reimbursement of grant funds for construction shall be documented to the District in reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve materials, labor, and quantities installed for the project.
- c) All requests for reimbursement of grant funds for first-year maintenance expenses shall be documented to the District in reasonable satisfaction based on the agreed scope and fee for the maintenance services.
- d) The Grantee shall keep all records and documents relevant to the Agreement, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof, and will be submitted upon request together with any other compliance information which may be reasonably required.
- e) The Grantee shall bear the risk and remain solely responsible for any payments made by the Grantee to third parties for work not approved by the District.

For reimbursement, 100% of the project funds must be used for activities and/or expenses related to the GI components of the project, as approved by the District.

These activities and expenses may include design, construction, first-year maintenance, and signage specifically related to the GI components of the project. Only project components described in the grantee's grant application, as approved by the District, and/or approved modifications will be eligible for reimbursement. Any modifications must be approved in writing by the District. A reimbursement requires the following to occur:

- a) The Reimbursement Request Process requires a GI Grant Expense Tracking Form and the GI Grant Reimbursement Cover Sheet, with all necessary supporting documentation to complete the reimbursement process. These forms can be found here: "[OPTION 1 Reimbursement Request](#)":
- b) Supporting documentation includes the relevant procurement documentation, such as an itemized bill, receipt, invoice, timecard along with proof of payment, such as a credit card receipt, canceled check, and/or other documentation to substantiate purchase and payment deemed acceptable by the District and a current Progress Report.

All submissions will include:

- GI Grant Expense Tracking Form
  - GI Grant Reimbursement Cover Sheet
  - Supporting Documentation
- c) The Reimbursement Request is submitted to the District and reviewed for completeness. Submissions are sent to: [cottonj@neorsd.org](mailto:cottonj@neorsd.org).
  - d) Upon successful review of the submission, the District's Director of Watershed Programs will have the final review of the Reimbursement Request for disbursement to occur.
  - e) Upon the final approval by the Director of Watershed Programs, the Reimbursement Request will be processed for disbursement.

Upon final approval by the District of a complete reimbursement request, the Grantee can anticipate reimbursement within 30 days. Prior to approving reimbursement requests, grantees may be required to provide additional supporting documentation, which could potentially result in delays in the distribution of reimbursement.