

RESOLUTION NO. 2023 - 20

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A PROJECT AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) TO PROCURE PROFESSIONAL ENGINEERING DESIGN SERVICES TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE BLOSSOM AND SUTHERLAND AVENUES SEWER IMPROVEMENT PROJECT, TO RECEIVE AND EXPEND FUNDING FROM A WATER POLLUTION CONTROL LOAN FUND (WPCLF) PRINCIPAL FORGIVENESS LOAN, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined that the Blossom and Sutherland Avenues Sewer Improvement Project would benefit from additional engineering services from NEORS; and

WHEREAS, the Administration intends to utilize funds from a Water Pollution Control Loan Fund (WPCLF) Principal Forgiveness loan to fund NEORS's procurement of plans, specifications, and cost estimates of the Project; and

WHEREAS, Council desires NEORS to procure professional engineering design services to prepare the plans, specifications, and cost estimates for such Project improvements, and to file such specifications for bidding documents in the appropriate public office.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to execute a Project Agreement with NEORS, and to execute any further documents and take any further actions to procure professional engineering design services to prepare the plans, specifications, and cost estimates for the Blossom and Sutherland Avenues Sewer Improvement Project under the provisions, terms, and conditions set forth in Exhibit "A", attached hereto and incorporated by reference.

Section 2: The Administration is further authorized and directed to compensate NEORS for the necessary professional engineering design services from a WPCLF Principal Forgiveness loan, including the authorization to receive and pay funds from such loan up to the maximum loan value, and to execute any further documents and take any further actions as set forth in Exhibit "B", attached hereto and incorporated by reference.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4: This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for the further reason that the City must seek funding and commence the Blossom and Sutherland Avenues Sewer Improvement Project in a timely manner; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: 3-27-2023

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Quinn
CLERK OF COUNCIL

3-27-2023
APPROVED

FILED WITH
THE MAYOR: 3-27-2023

Marie Gallo
MAYOR MARIE GALLO

PROJECT AGREEMENT
BY AND BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF PARMA HEIGHTS
FOR
BLOSSOM AND SUTHERLAND AVENUES SEWER IMPROVEMENT PROJECT

This Agreement ("Agreement") is entered into this 6th day of April, 2023 ("Effective Date") by and between the Northeast Ohio Regional Sewer District ("District") a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. 274-22, adopted by the Board of Trustees of the District on August 18, 2022 (attached hereto as Exhibit "A"), and the City of Parma Heights ("City"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. 2023-20 passed by its City Council on 3/27/23 (attached hereto as Exhibit "B").

RECITALS

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund (WPCLF) pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, 33 U.S.C. §§ 1381-1389 created clean water state revolving funds for the design of clean water projects (Clean Water SRF), which are being distributed in Ohio through the WPCLF; and

WHEREAS, Ohio Environmental Protection Agency's (Ohio EPA) Division of Environmental and Financial Assistance (DEFA), with the support of the Ohio Water Development Authority (OWDA), administer Ohio's Clean Water SRF funds through the WPCLF through the acceptance of nominations for clean water projects; and

WHEREAS, the District assisted the City in nominating the design portion of the City's Blossom and Sutherland Avenues Sewer Improvements Project (the "Project") for WPCLF funding; and

WHEREAS, DEFA is in the process of reviewing the nominations and may award the WPCLF funds to the City via a principal forgiveness loan in an amount up to \$1,400,000.00 (Loan Amount) for the design portion of the City's Project,

WHEREAS, the District has agreed to procure professional engineering design services for the design of the City's Project (the "District Services"), and to be reimbursed for such District Services

from the City's WPCLF funds, all in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the District is authorized under Ohio Revised Code Section 6119.06 (P) to enter into contracts with any person or any political subdivision to render services to such contracting party for any service the District is authorized to provide; and is further authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Revised Code;

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein, the parties agree as follows:

Section 1. District Procurement of Design of the City's Project

- 1.1 District Services. The District shall be responsible for the performance of the District Services, which generally consist of procurement and administration of professional design services for the design of the City's Project. The Project is described in the City's Nomination Form (Exhibit "C").
- 1.2 Procurement Process. The District Services shall be procured by the District in accordance with the District's contracting requirements, including those contained in Ohio Revised Code Chapter 153, and in accordance with the design and performance specifications contained in the nomination for WPCLF funds submitted by the City to the Ohio EPA, subject to modifications agreed upon by the City and the District.
- 1.3 Contracting. The District's standard professional services agreement and other contract forms and documents shall be used by the District relative to performance of the District Services. The City shall be contractually named as a direct third-party beneficiary of all professional services agreements for the District Services and the District shall provide the City fully-executed copies of such agreements.
- 1.4 Project Documentation. The City shall provide the District any documents in its possession related to any design services performed for the Project, including any studies or assessments. The City shall further authorize its engineering and design professionals to fully communicate with and provide to the District any documentation they may have related to the Project.
- 1.5 Application Schedule. The City shall submit a complete DEFA loan application, including the professional services agreements referenced in Section 1.3 above and all other supporting documents and information required by DEFA, by the end of third quarter 2023.
- 1.6 Final Design Documents. The District shall provide the City the final design documents at the completion of the District's Services.
- 1.7 Real Estate Interests. The District and the City shall coordinate with all necessary utility companies and persons or entities in finalizing the plans and specifications.

Section 2. Reviews for Design

2.1 The City shall:

- (i) review the Basis of Design Report, 60% design submittal, the 90% design submittal, and the 100% design for final design review;
- (ii) receive up to ten (10) working days for each round of review and comment at the minimum Basis of Design, 60%, 90% and 100% design completion milestones; and
- (iii) attend all monthly progress meetings, for which the City will receive at least five (5) working days advance notice, and receive meeting minutes with five (5) working days for review and comment as necessary.

Section 3. DEFA Funding

- 3.1 Project Costs. The Loan Amount is equivalent to the District's conservative estimate of design costs. In the event the actual cost of the District Services are in excess of the Loan Amount, including, but not limited to, costs for unforeseen conditions, costs for asserting or defending claims arising from the Project design, or the costs for acquiring the real estate interests described in Section 1.7 above, such additional costs shall be borne by the City and the District shall have no responsibility to pay such costs. The District shall provide quarterly progress reports to the City relative to schedule/milestones and cost estimate updates, as well as identify potential costs not covered by WPCLF funds.

In the event that the District incurs consultant or other expenses due to City action or inaction, and such expenses are not covered by the WPCLF funds, then the City shall timely pay all said costs or reimburse the District all said costs.

The City shall pay all OWDA loan administration fees, which are presently estimated to be 0.35% of the total Loan Amount, in the approximate amount of \$4,900.00. The District shall have no obligation to perform the District Services until the City satisfies all OWDA loan administration fees.

For avoidance of doubt, the Loan Amount does not include costs for legal, administrative or project management services performed in-kind by the District.

- 3.2 Payment of Funds. The parties agree that the WPCLF funds shall be paid by the City to the District for the District's performance of the District Services, after District approval of consultant pay requests.
- 3.3 Additional Work. Should the City determine there is potential for performance of additional design work under the Project, the City may request the District add work scope to the Project at the City's cost. The District may accept or deny this request. In such event, the parties may enter into a modification to memorialize such additional work to be paid for by the City.

Section 4. Public Participation. The City shall take the lead on public participation under the Project. The District shall support the City to develop public participation plans to inform and encourage participation by the public relative to the Project, as well as responding to and resolving any disputes or complaints from the public.

Section 5. Term. The term of this Agreement shall begin as of the date first-above written and shall expire upon completion of all obligations contained herein. This Agreement shall automatically terminate by its own terms in the event that (i) the City does not execute the DEFA loan agreement or fails to complete any necessary steps to secure the WPCLF funds; or (ii) DEFA revokes all or part of the WPCLF funding for any reason; or (iii) the City determines not to proceed with the Project at any point prior to completion of District Services, in which case the City shall reimburse the District for all Project expenses incurred by the District.

Section 6. Dispute Resolution. The parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The Parties shall first try to resolve the dispute at the level of the designated representatives, or their successors, as follows:

DISTRICT REPRESENTATIVE	CITY REPRESENTATIVE
Engineering & Construction Program Manager	

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

DISTRICT REPRESENTATIVE	CITY REPRESENTATIVE
Director of Engineering and Construction	

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

DISTRICT REPRESENTATIVE	CITY REPRESENTATIVE
Chief Executive Officer	

Section 7. Remedies. The parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the District and City arising out of or relating to this Agreement, or the breach thereof, will be decided at law in Cuyahoga County. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Section 8. 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.

Section 9. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the City and the District, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Section 10. Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Section 11. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Section 12. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

Section 13. Release of Liability. The City hereby releases the District from all liability for the design services performed by the District's professional design consultant(s).

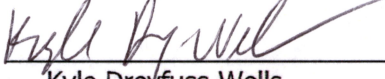
Section 14. Exhibits. The following exhibits are attached hereto and incorporated herein:


- Exhibit "A" – District Resolution
- Exhibit "B" – City Ordinance
- Exhibit "C" – City's Nomination Form

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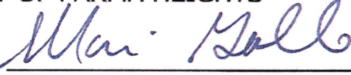
The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: 
Kyle Dreyfuss-Wells
Chief Executive Officer

and: 
Darnell Brown, President
Board of Trustees

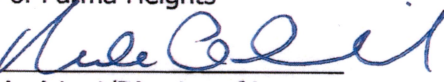
CITY OF PARMA HEIGHTS

By: 

Title: Mayor of Parma Heights, OH
Marie Gallo

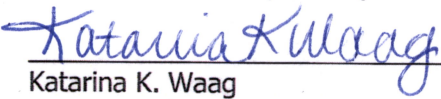
The legal form and correctness
of this instrument is approved.

City of Parma Heights

By: 
Assistant/Director of Law

Date: 3/30/23

This Instrument Prepared By:


Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

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

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 274-22

 AUTHORIZATION TO ASSIST MEMBER COMMUNITIES IN NOMINATING PROJECTS TO THE OHIO EPA (OEPA) FOR INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) FUNDING, AS PRESENTED, AND AUTHORIZATION TO ENTER INTO PROJECT AGREEMENTS WITH THOSE MEMBER COMMUNITIES SELECTED BY OEPA TO RECEIVE IIJA FUNDING TO ALLOW ONE OR MORE DISTRICT ENGINEERING CONSULTING FIRMS TO PERFORM THE DESIGN SERVICES FOR SUCH PROJECTS, WITH NO COST TO THE DISTRICT.

WHEREAS, on November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was signed into law, providing funds for federal aid for use in clean water projects over the next five (5) years and requiring that 49% of the funds be distributed as principal forgiveness to Disadvantaged Communities;

WHEREAS, in the District's territory, twenty (20) member communities qualify for such Disadvantaged Communities designation; and

WHEREAS, for those District-submitted design and/or construction projects selected for IIJA funding, the District will either use its existing General Engineering Services contract or issue an RFP to select engineering firm(s) to perform the design work and the projects will be owned by the respective member communities and remain part of their systems; and

WHEREAS, The District wishes to assist interested member communities with nominating projects to the Ohio EPA for IIJA funding via principal forgiveness loan funding in the estimated amounts as presented in Table 1, and to enter into project agreements with those member communities selected by Ohio EPA to receive such funding; and

TABLE 1. 2023 WPCLF PROJECT NOMINATIONS – RECOMMENDED FOR IIJA GRANT FUNDING

APPLICANT	PROJECT TITLE	ESTIMATED GRANT FUNDING REQUEST
Brook Park	South Gallatin Blvd. Capacity and Rehabilitation Improvements	\$1,000,000.00
Cleveland Heights	Hampshire Rd. Sewer Remediation, Rehabilitation, and SSO Control	\$600,000.00
East Cleveland	EC-005 Hayden Ave. Sewer Replacement and Rehabilitation	\$1,200,000.00
East Cleveland	EC-007 Taylor Rd. Sewer Replacement and Rehabilitation	\$1,000,000.00
Garfield Heights	McCracken Rd. SSO Control and Capacity Enhancements	\$2,000,000.00
Maple Heights	Lee Rd. and Raymont St. Sanitary Sewer Improvements	\$600,000.00
Parma Heights	Blossom Ave. and Sutherland Ave. Sanitary Sewer Improvements	\$1,400,000.00
Richmond Heights	Richmond Heights Sewer Capacity Improvements	\$500,000.00
	TOTAL	\$8,300,000.00

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

Section 1. That this Board hereby authorizes the District to assist interested member communities with nominating projects to the Ohio EPA for IJJA funding via principal forgiveness loan funding in the estimated amounts presented in Table 1, and to enter into project agreements with those member communities selected by Ohio EPA to receive such funding, and further authorizes the District to assist in the nomination of additional or substitute projects after the adoption of this resolution, in the event that unforeseen circumstances arise necessitating such addition or substitution.

Section 2. That this Board further finds that the Program serves a public purpose to further the District's objective of pollution abatement in the boundaries of the District, strengthens partnerships with stakeholders, and provides assistance and support to member communities in meeting regional sanitary management needs.

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

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

On motion of Mr. Sulik, seconded by Mayor Bacci, the foregoing resolution was unanimously adopted on August 18, 2022.



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

EXHIBIT B

RESOLUTION NO. 2023 - 20

A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO A PROJECT AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) TO PROCURE PROFESSIONAL ENGINEERING DESIGN SERVICES TO PREPARE THE PLANS, SPECIFICATIONS, AND COST ESTIMATES FOR THE BLOSSOM AND SUTHERLAND AVENUES SEWER IMPROVEMENT PROJECT, TO RECEIVE AND EXPEND FUNDING FROM A WATER POLLUTION CONTROL LOAN FUND (WPCLF) PRINCIPAL FORGIVENESS LOAN, AND DECLARING AN EMERGENCY

WHEREAS, the Administration has determined that the Blossom and Sutherland Avenues Sewer Improvement Project would benefit from additional engineering services from NEORS; and

WHEREAS, the Administration intends to utilize funds from a Water Pollution Control Loan Fund (WPCLF) Principal Forgiveness loan to fund NEORS's procurement of plans, specifications, and cost estimates of the Project; and

WHEREAS, Council desires NEORS to procure professional engineering design services to prepare the plans, specifications, and cost estimates for such Project improvements, and to file such specifications for bidding documents in the appropriate public office.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is hereby authorized and directed to execute a Project Agreement with NEORS, and to execute any further documents and take any further actions to procure professional engineering design services to prepare the plans, specifications, and cost estimates for the Blossom and Sutherland Avenues Sewer Improvement Project under the provisions, terms, and conditions set forth in Exhibit "A", attached hereto and incorporated by reference.

Section 2: The Administration is further authorized and directed to compensate NEORS for the necessary professional engineering design services from a WPCLF Principal Forgiveness loan, including the authorization to receive and pay funds from such loan up to the maximum loan value, and to execute any further documents and take any further actions as set forth in Exhibit "B", attached hereto and incorporated by reference.

Section 3: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

EXHIBIT C



Division of Environmental & Financial Assistance (DEFA)

Office of Financial Assistance (OFA)

50 West Town Street, Suite 700, Columbus, Ohio 43215

Ph: 614.644.2798

E-mail: defamail@epa.ohio.gov

<https://epa.ohio.gov/divisions-and-offices/environmental-financial-assistance/financial-assistance>

This nomination form must be completed in its entirety and signed by the authorized representative, or designee, identified on TAB 2

Please review and follow nomination form instructions available at

<https://epa.ohio.gov/static/Portals/29/documents/ofa/WPCLF-WSRLA-Nomination.xlsx>

The following checklist indicates the information necessary for Ohio EPA DEFA to review and prioritize projects. Ohio EPA may review all readily available project information in addition to the nomination

Nomination Checklist - Required Documents

- A copy of legislation authorizing current water and sewer rates/tap-in fees. For WSRLA loans, please include both water and wastewater information. *Note: To obtain a loan from Ohio EPA, the Borrower is required to pledge user revenues derived from the ownership and operation of their system sufficient for repayment of the loan.*
- Documentation supporting creation of water or sewer utility (for new systems) including proposed rate structure and schedule for collection of fees.
- A map showing the project(s) location. The map should be either a 7.5 minute USGS topographic map, or a property map, that shows the project details.
- Project planning information. Refer to Project Planning Guidance available for WPCLF and WSRLA at
https://epa.ohio.gov/static/Portals/28/documents/dwaf/4_WSRLA_PPD_GP.pdf
- A scope of services and/or an agreement for planning, design or construction engineering services.
- For **Construction loans**, along with project planning information, submit any Basis of Design documents and/or Preliminary Engineering Reports.
- Additional documentation requested or required on specific tabs (e.g., WSRLA, WPCLF). Failure to do so may impact your project's ranking.
- Estimated construction cost for Emerging Contaminant or Lead Service Line work.

Once signed and dated, please submit this complete form along with the abovementioned documents to:
defamail@epa.ohio.gov

Please include the loan applicant and project name in the subject line.

ONLY electronic submittals will be accepted.

**** PLEASE NOTE: Regardless of the number of nominations/re-nominations an entity submits, there will only be ONE auto-response from the DEFAMail submission box.**

**Division of Environmental and Financial Assistance - Office of Financial Assistance
WPCLF/WSRLA Nomination Form**

1.0 Program Funding Selection

Please indicate what type of project funding is needed. *A selection must be made for the nomination form to be reviewed.*

- Wastewater Water Pollution Control Loan Fund (WPCLF)**
 WPCLF Re-Nomination If known, provide the WPCLF number. (Ex. CS39XXXX-XXXX) CS39 _____
- Drinking Water Water Supply Revolving Loan Account (WSRLA)**
 WSRLA Re-Nomination If known, provide the WSRLA number. (Ex. FS39XXXX-XXXX) FS39 _____
- HSTS Household Sewage Treatment System (HSTS)**

2.0 Borrower's Information

Entity (County, City, Village, or District): City of Parma Heights
 County: Cuyahoga PWS ID: _____ Population served by the Project: 2,001 System Population: 19,916

3.0 Project Name and Description

Project Name: Blossom Ave. and Sutherland Ave. Sewer Improvements

In the box below, please provide a brief description of the project for which you are requesting funding. NOTE: 400 character limit

Preliminary solutions were developed in the NEORS Local Sewer System Evaluation Studies (LSES) to address reported and model-projected BBUs in the project area. This project will include field investigations in a common trench sewer system to design approximately 6,100 LF of new relief sewers and/or replacement sewer capacity upgrades. I/I reduction measures may also be

4.0 Funding Type, Estimated Project Amounts, and Proposed Loan Award Date

Enter an estimated loan award date and amount. Enter the date as the 1st of the month in which the loan will be awarded. The estimated loan date will autofill the Project Schedule on TAB 5. **No loans are awarded in November. For HSTS projects, the schedule is predefined as indicated below and on Tab 5; enter the amount of principal forgiveness requested in the estimated loan amount column.**

	<u>Estimated Loan Award Date</u> (month/year)	<u>Estimated Loan Amount</u>
<input type="checkbox"/> Planning Loan	_____	_____
<input checked="" type="checkbox"/> Design Loan	<u>Jan-23</u>	<u>Principal Forgiveness \$1,400,000</u>
<input type="checkbox"/> Construction Loan	_____	_____
<input type="checkbox"/> Household Sewage Treatment Systems	_____	_____

5.0 Available Programmatic Discounts

Check all that may be applicable to this project: If you wish to apply for a discount not listed above, please describe the proposed discount in the cover letter for the nomination. Principal Forgiveness eligibility will be determined separate from any discount.

Wastewater Discounts:

- WRRSP **Water Resource Restoration Sponsor Program (WRRSP) sponsors are eligible for a discount up to 0.1%**
- Back-up Power **Up to \$50,000 in principal forgiveness for construction projects with back-up power costs**
- Household Sewage Treatment Systems **Local Health Districts may be eligible for up to \$150,000 in principal forgiveness for HSTS repair and replacement**
- Nutrient Reduction Discount **0% interest rate funding for projects that reduce nutrients at WWTPs. Nominations may be submitted throughout the program year**
- Regionalization Discount **0% interest rate funding for regionalization projects**
- Emerging Contaminants **0% interest rate funding for projects that address (EC) Emerging Contaminants. Nominations may be submitted throughout the program year. Est EC Cost \$ _____**

Drinking Water Discounts:

- Harmful Algal Bloom (HAB) Discount **0% interest rate funding for HAB projects. Nominations may be submitted throughout the program year**
- Regionalization Discount **0% interest rate funding for regionalization projects**
- LSL Replacement Discount **0% interest rate funding for LSL (Lead Service Line) replacement projects. Nominations may be submitted throughout the program year. Est LSL Cost \$ _____**
- Emerging Contaminants **0% interest rate funding for projects that address (EC) Emerging Contaminants with a priority for PFAS (Per- and Polyfluoroalkyl Substances) projects. Nominations may be submitted throughout the program year. Est EC Cost \$ _____**

Please note: Estimated construction costs are needed for Emerging Contaminant and Lead Service Line work!

6.0 Contact Information

Using the check boxes below, indicate the best project contact for addressing project related questions.

Borrower's Authorized Representative

Name Marie Gallo Title Mayor
 Address 6281 Pearl Road
 City Parma Heights Zip 44130
 Telephone 440.884.9604 Cell _____
 Email cheyborne@parmaheights.us

Borrower's Additional Contact (If different than Borrower's Authorized Representative)

Name Dan Bender Title Consultant City Engineer
 Address 8235 Mohawk Drive
 City Cleveland Zip 44136
 Telephone 440-260-1555 Cell _____
 Email dtbender@euthenics-inc.com

System Operator

Name Laura A. Weber P.E. Title Cuyahoga County Chief Section Engineer, Sanitary
 Address 2079 East 9th Street
 City Cleveland Zip 44115
 Telephone 216.443.8205 Cell _____
 Email laweber@cuyahogacounty.us

Consulting Engineer

Name Lita Laven, P.E. Title Project Manager III
 Firm Northeast Ohio Regional Sewer District
 Address 3900 Euclid Avenue
 City Cleveland Zip 44115
 Telephone 216-881-6600 x6404 Cell _____
 Email LavenL@neorsd.org

WRRSP Program Outreach

If your organization is interested in learning more about the WRRSP discount or sponsoring a project, please provide a contact name and e-mail below. Program staff will reach out to coordinate a meeting. Additional information is also available at <https://epa.ohio.gov/divisions-and-offices/environmental-financial-assistance/financial-assistance/water-resource-restoration-sponsor-program>

Contact Name: _____ Email: _____

7.0 Source of Pledged Revenues

To obtain a loan from Ohio EPA, the Borrower is required to pledge the user revenues derived from the ownership and operation of their system (i.e. user charge system) as security for the loan. It can also be used as the dedicated source of repayment. The user revenues, after deductions for the operating and maintenance and previous debt obligations, must be able to support the repayment of the loan. However, unless prohibited by law, the Borrower can also choose any of the following as a dedicated source of loan repayment, with the user rates remaining as the security.

Please indicate the intended source of loan repayment below. (More than one source can be used.)

Revenue from:

- User Charges
- General Taxes
- Assessments - Provide authorizing legislation
- Other: Indicate source _____
- Other: Indicate source _____

8.0 Other Funding Sources

Indicate any other loans and/or grants the entity may be securing for this project. Please include the estimated award date and amount.

	<u>Est. Award Date</u>	<u>Est. Amount</u>		<u>Est. Award Date</u>	<u>Est. Amount</u>
OWDA	_____	_____	GO bonds	_____	_____
OPWC	_____	_____	Revenue Bonds	_____	_____
CDBG	_____	_____	USDA-RD Loans	_____	_____
ARC	_____	_____	Other	_____	_____
			Specify Other Funding Source:	_____	_____

9.0 WPCLF Required Environmental Information

Do any of the following apply to your project? If so, please attach the corresponding data or information that indicates how the following items will be addressed by the project. A detailed description of the items listed below can be reviewed in the loan nomination instructions.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Sewage Backups* | <input type="checkbox"/> Failing Household Sewage Treatment Systems |
| <input type="checkbox"/> Dry Weather Overflows* | <input type="checkbox"/> Potential Impacts to Ground Water |
| <input type="checkbox"/> Wet Weather Overflows* | <input checked="" type="checkbox"/> Potentially Impacted Surface Waters |
| <input type="checkbox"/> Surface Water Exceeds WQS for Bacteria | Big Creek |

10.0 Sewage Overflow Control Information

If you checked any of the items with an asterisk (*) in the section above then your project is intended to address public health or water quality impacts due to either dry or wet weather overflows from either sanitary sewers or combined sewers.

This project will reduce the number of backup events by 50% or more, or eliminate occurrences of backups into buildings due to inadequate capacity of sewers or equalization basins to handle flows during wet weather conditions. **Answer Question 1** Yes

This project will eliminate dry weather overflows (these are not WWTP bypasses) due to inadequate capacity of sewers to carry flows during dry weather conditions from either a sanitary sewer system or a combined sewer system. **Answer Question 2** No

This project will reduce or eliminate the volume or frequency of one or more wet weather overflows (not WWTP bypasses) by constructing separate sewers (installing new storm and/or sanitary sewers). **Answer Question 3** No

This project will reduce or eliminate the volume or frequency of one or more wet weather overflows (not WWTP bypasses) by constructing additional storage of wet weather flow. **Answer Question 3** No

This project will reduce or eliminate the volume or frequency of one or more wet weather overflows (not WWTP bypasses) by constructing additional treatment at combined sewer overflows (CSO) outfalls (e.g. swirl concentrators). **Answer Question 3** No

This project will reduce or eliminate the volume or frequency of one or more wet weather overflows (not WWTP bypasses) by constructing express sewers to route sanitary flow out of the combined sewer directly to the WWTP. **Answer Question 3** No

Question #1: Sewage Backups in Basements or onto Streets or Properties

Number of basement/residential street/property backup occurrences due to inadequate capacity of sewers that have activated within the past two calendar years. 500

Number of expected backup occurrences due to inadequate capacity of sewers after construction of this project is completed (must achieve 50% or greater reduction in occurrences to be awarded these points). 200

Question #2: Dry Weather Overflows

Number of dry weather overflow occurrences due to inadequate capacity of sewers that have activated within the past two calendar years. (Attach a list of locations of dry weather overflows due to inadequate capacity of sewers) _____

Question #3: Wet Weather Overflows (indicate only one overflow point per line - attach additional info)

<u>Name/ID of sewer overflow(s) impacted by the project</u>	<u>Has this overflow been active in the past two years?</u>	<u>Will this overflow be eliminated?</u>	<u>Stream to which the sewer overflow(s) discharges</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

11.0 Wastewater Rate Information

Is sewer service currently provided to residents in the project service area? _____

If Yes, attach a copy of the Sewer Rate Ordinance, Resolution, current rates and user charges. Be sure to specify the basis (i.e., ft³ or 1,000s of gallons) as well as the billing period (i.e., monthly or quarterly). If sewer users are not charged, explain:

12.0 Project Schedules for Planning, Design, Construction, and HSTS

PLANNING SCHEDULE

- 1. Submit a complete Loan Application with dedicated source of repayment and draft engineering agreement with scope of planning activities to be funded through this loan (no later than 60 days prior to #3) _____
- 2. Sign loan documents and return to DEFA (no later than 15 days prior to #3) _____
- 3. We request a Planning Loan by (indicate the 1st of the Month in which Loan is requested) _____
- 4. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) _____

DESIGN SCHEDULE

- 1. Submit approvable Project Planning information, including complete I/I Analysis (generally 120 days prior to #4) **9/3/2022**
- 2. Submit a complete Loan Application which should include the borrower's financial information, a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (90 days prior to #4) **10/3/2022**
- 3. Sign loan documents and return to DEFA (no later than 15 days prior to #4) **12/17/2022**
- 4. We request a Design Loan by (1st of Month in which Loan is Awarded) **1/1/2023**
- 5. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) **1/26/2023**

CONSTRUCTION SCHEDULE

- 1. Submit approvable Project Planning information and Director's General Plan approval (if applicable), including complete I/I Analysis (generally 200 days prior to #8) _____
- 2. Submit complete Permit-to-Install / Plan Approval application (if applicable), including application, review fee, detail plans, contract documents, and specifications (170 days prior to #8) _____
 - 2a. If the project requires a General Plan and review of detailed plans by DDAGW Engineering section (typically plant improvement projects), submit detailed plans to DDAGW (210 days prior to #8) _____
- 3. Submit a complete Loan Application which should include the borrowers financial information, a certified copy of legislation authorizing the Borrower to enter into a Loan Agreement with Ohio EPA and OWDA, a copy of the utility's User Charge System & Use ordinance and the engineering agreements. (150 days prior to #8) _____
- 4. Advertise for construction bids (no later than 60 days prior to #8) _____
- 5. Open construction bids (no later than 30 days prior to #8) Be sure to allow for a minimum of 60 days to award contracts _____
- 6. Submit bid information to DEFA (no later than 21 days prior to #8) _____
- 7. Sign loan documents and return to DEFA (no later than 7 days prior to #8) _____
- 8. We request a Construction Loan by (1st of Month in which Loan is Awarded) _____
- 9. Loan Awarded at OWDA Board Meeting (Loan awards can be scheduled for January through October and December – no November scheduled awards) _____

HOUSEHOLD SEWAGE TREATMENT SYSTEM SCHEDULE

- 1. Submit a certified copy of legislation authorizing the borrower to enter into a Loan Agreement with Ohio EPA and OWDA **April 1st**
- 2. Submit a draft model construction contract document for Ohio EPA review **April 1st**
- 3. Submit a complete Loan Application **April 30th**

13.0 Preparer Information

This Nomination was prepared by (Name & Title): Lita N. Laven, Project Manager III

Signature: *Lita Laven*

Date: 8/18/2022 Telephone Number: 216-881-6600 x6404

14.0 Authorized Representative Approval

To the best of my knowledge and belief, as a representative of the governing entity, all information contained in this nomination for is true and correct.

Entity's Representative: Marie Gallo
Title: Mayor

Signature: *Marie Gallo* Date: 8/22/2022
Nomination Form Date

Section 4: This Resolution is declared to be an emergency measure immediately necessary for the public peace, health, and safety of the Municipality, and for the further reason that the City must seek funding and commence the Blossom and Sutherland Avenues Sewer Improvement Project in a timely manner; wherefore, this Resolution shall be in full force and effect from and immediately after its passage by Council and approval by the Mayor.

PASSED: 3-27-2023

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

3-27-2023
APPROVED

FILED WITH
THE MAYOR: 3-27-2023

Marie Gallo
MAYOR MARIE GALLO

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT

WITH

CITY OF PARMA HEIGHTS

FOR

BLOSSOM AND SUTHERLAND
AVENUES SEWER IMPROVEMENTS
PROJECT

Amount of Funds to Be Received
\$1,400,000.00

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



ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

5/10/2023

Date

ACKNOWLEDGMENT

It is hereby acknowledged that any funds
or receipt of revenue required to meet the
terms and conditions of the contract,
agreement, or obligations, for the above,
will be deposited into the Treasury and
directed for authorized purposes.



KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

05/11/23

Date