

RESOLUTION NO. 2025 - 99

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, the City of Parma Heights entered into a regional Stormwater Management Program Service Agreement (SMP Service Agreement); and

WHEREAS, as a component of implementing a regional stormwater management program, a "Community Cost-Share Account" has been created; and

WHEREAS, the Community Cost-Share Account is to provide funding to assist the City of Parma Heights with NEORS-approved projects; and

WHEREAS, NEORS supports the Community Cost-Share 2025 Leaf Collection Project (the "Project") as a Community Cost-Share project proposed by the City; and

WHEREAS, the City desires to enter into a Cost-Share Agreement with NEORS.

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 authorized and directed to execute on behalf of the Municipality a Community Cost-Share Agreement for the 2025 Leaf Collection Project by and between the Northeast Ohio Regional Sewer District and the City of Parma Heights, as described in Exhibit "1", attached hereto and incorporated by reference, and is authorized and directed to expend up to four hundred twenty-five thousand dollars (\$425,000.00) allocated from the City's Community Cost-Share Account.

Section 2: That Council hereby authorizes the Administration to execute any further documents and/or contracts and to take any further actions necessary to apply for, receive, and/or expend funds and/or awards in furtherance of the 2025 Leaf Collection Project and/or this Community Cost-Share Agreement.

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 Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace, and safety of this Municipality, and for the further reason that it is immediately necessary to secure funding for the 2025 Leaf Collection

Project in a timely manner; wherefore, this Resolution shall be in full force and effect immediately after its passage by council and approval by the Mayor.

PASSED: November 24, '25

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

November 24, '25
APPROVED

FILED WITH
THE MAYOR: November 24, '25

M. Gallo
MAYOR MARIE GALLO

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF PARMA HEIGHTS**

This Agreement is made and entered into this 4th day of December, 2025, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Parma Heights (City) acting pursuant to Ordinance/Resolution No. 2025-99, adopted on November 24, 2025 (Exhibit "B").

Recitals

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

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

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

WHEREAS, the District supports the Community Cost-Share 2025 Leaf Collection project (the "Project") as a Community Cost-Share project proposed by the City; and

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

Article 1.0 City Obligations

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
 - 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.
 - 1.1.3 Notify the City's Watershed Team Leader at least seven (7) business days prior to the start of the Project.

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

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.

- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1 Allocate \$425,000.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2 Provide reimbursement of funds up to \$425,000.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4 Acknowledge the City in presentations or publications related to the Project.
- 2.2 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to the suitability of the design/fitness for a particular purpose.

Article 3.0 **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Senior Watershed Team Leader	Finance Director

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

District Representative	City Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator

shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

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

Article 5 **Counterpart Signatures**

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

Article 6 **Governing Law**

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

Article 7 **Disclaimer of Joint Venture**

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

Article 8 **Authority to Execute**

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

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

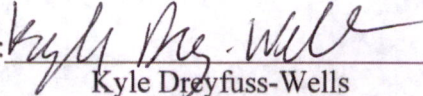
Exhibit "B" – City Ordinance/Resolution

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

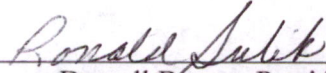
[signature on the following page]

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

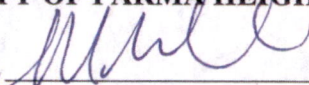
NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: 
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

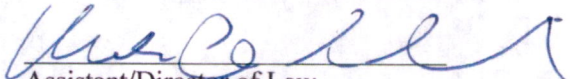
BY: 
Darnell Brown, President
Board of Trustees

CITY OF PARMA HEIGHTS


By: 
Title: Mayor

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

CITY OF PARMA HEIGHTS


Assistant/Director of Law

This Instrument Prepared By:


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

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

EXHIBIT A

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

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

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

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

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

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

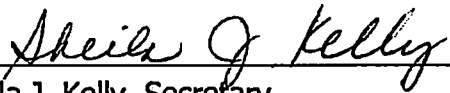
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

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

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

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

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



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

EXHIBIT B

RESOLUTION NO. 2025 - 99

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BY AND BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT (NEORS) AND THE CITY OF PARMA HEIGHTS, AND DECLARING AN EMERGENCY

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WHEREAS, as a component of implementing a regional stormwater management program, a "Community Cost-Share Account" has been created; and

WHEREAS, the Community Cost-Share Account is to provide funding to assist the City of Parma Heights with NEORS-approved projects; and

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Project in a timely manner; wherefore, this Resolution shall be in full force and effect immediately after its passage by council and approval by the Mayor.

PASSED: November 24, '25

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen
CLERK OF COUNCIL

November 24, '25
APPROVED

FILED WITH
THE MAYOR: November 24, '25

M. Gallo
MAYOR MARIE GALLO

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of Parma Heights

Primary Project Contact: Robert Satow
(Name & Title) Finance Director

Mailing Address: 6281 Pearl Road
Parma Heights, Ohio 44

Phone Number: 440-340-4820

Email: rsatow@parmaheights.us

Project Information

Project Title: 2025 Leaf Collection

Address or Location of Project: City of Parma Heights

Project Start Date: November 3, 2025

Project End Date: December 12, 2025

Community Cost-Share Fund Request: \$425,000.00

Submission Date: October 30, 2025



Project Narrative

1) Project Summary (1,000 word maximum)

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

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

The city's leaf collection program runs from November to December and aims to prevent leaves from clogging the stormwater system.

Project Start Date: November 3, 2025 to December 12, 2025

Key components of the program include:

1. Establishing a schedule: We set specific collection routes, which will be communicated to residents. Using the leaf collection map, we inform residents when we enter a new area. We aim to complete at least four city-wide collections.
2. Developing Efficient Collection Routes: Creating optimized routes for laborers to ensure all neighborhoods are thoroughly covered.
3. Public Awareness Campaign: Producing educational materials to inform residents about the importance of the program on social media platforms.
4. Monitoring and Reporting: Keeping track of the amount of leaves collected throughout the program.

This structured approach supports effective leaf collection efforts, benefiting both the community and the stormwater management system.

*No permitting required.

* See Map

2025 Leaf Collection

Section 1

Section 2

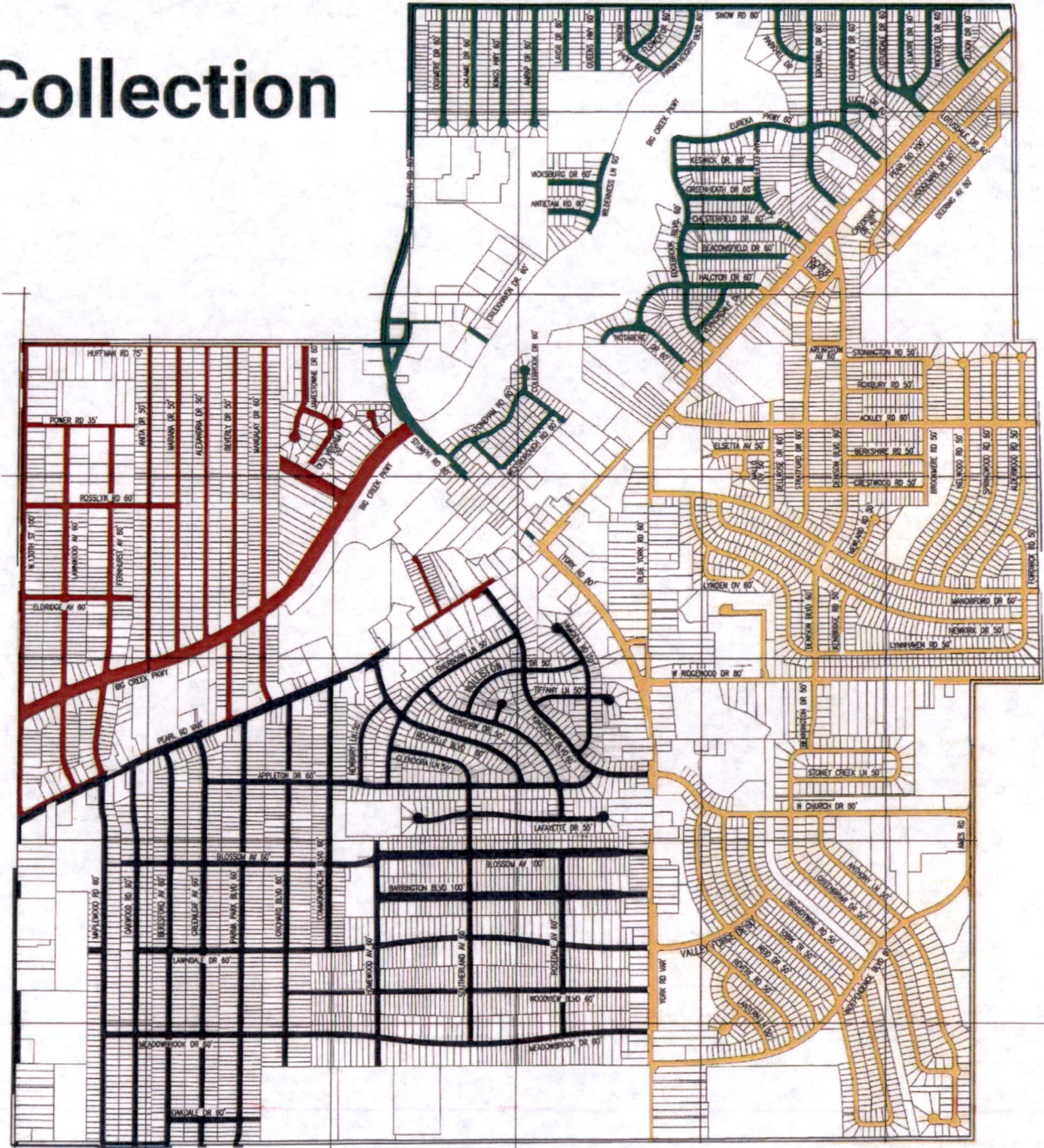
Section 3

Section 4



CITY OF
Parma Heights

COMMUNITY GROWS HERE





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

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

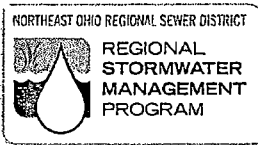
- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

To ensure the effectiveness of the project, a long-term maintenance plan is essential. This plan outlines responsibilities, ongoing maintenance activities, and documentation procedures. Our service department will oversee the project's continuous maintenance, staffed by trained personnel who are equipped to address the specific needs of the infrastructure.

Maintenance activities will include regular inspections to assess the condition of the infrastructure and identify any necessary repairs or upkeep. Routine maintenance tasks will consist of cleaning debris, checking functionality, and ensuring all systems are operational.

Record-keeping will involve documenting dates, types of work performed, and any materials used. We will also encourage community involvement; residents will be invited to participate in maintenance efforts by reporting any issues to the service department.

At the end of each project season, we will generate a summary of project activities and maintenance efforts to ensure the long-term success of the project.



*Community Cost-Share Program
Application*

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

Public outreach is required if appropriate for your project.

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

We will use social media platforms to increase visibility and carry out public outreach about the program to the general public. Specifically, we will utilize the mayor's quarterly newsletter, the city website, and social media platforms such as Facebook and Instagram. Additionally, we will use ReadyNotify as a general notification system to inform our residents about the program and provide educational information.



*Community Cost-Share Program
Application*

4) Budget Summary (500 words maximum)

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

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

This budget summary aims to provide a clear overview of the financial requirements for the effective operation of the Leaf Collection Program in 2025.

Total Budget Estimate: \$425,000.00

1. Labor Costs: \$200,000.00

- Personnel wages
- Administrative and supervisory staff
- 12 workers 35 days 8 hour days

2. Equipment Costs: \$200,000.00

- Leaf collection trucks and vehicles
- Backpack blowers
- FEMA Rate Schedule
- 35 days 8 hour days

3. Material Costs: \$3,000.00

- Ramp material for staging
- Tools and maintenance supplies

4. Subcontractor Expenses: \$20,000.00

- Contract Fabrizi to haul away leaves from staging area

5. Miscellaneous Expenses: \$2,000.00

- Contingency fund for unexpected costs

Total Estimated Expenses: \$425,000.00



*Community Cost-Share Program
Application*

Vendor Registration

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

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>	\$200,000.00	Salary - 12 workers, 35 days, 8 hour days
Subcontract	\$20,000.00	Fabrizi haul away services
Equipment	\$200,000.00	FEMA Rate Schedule- 35 days, 8 hour days
Materials	\$3,000.00	Rake, stone for ramp for staging
Other	\$2,000.00	Miscellaneous Costs
TOTAL	\$ 425,000.00	

[FOR NEORS D USE]

CONTRACT NO.

CERTIFICATION

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF PARMA HEIGHTS

FOR

COMMUNITY COST-SHARE PROJECT:

2025 LEAF COLLECTION PROJECT

Total Approximate Cost: \$425,000.00

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.

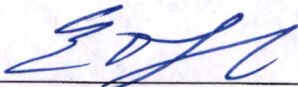


CHIEF FINANCIAL OFFICER

12/04/25

Date

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



CHIEF LEGAL OFFICER

December 4, 2025

Date

Budget Center 8100