

RESOLUTION NO. 2026 - 30

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 Street Sweeper Maintenance 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 Street Sweeper Maintenance 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 fifteen thousand dollars (\$15,000.00) 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 Street Sweeper Maintenance 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 the Municipality, and for the further reason that it is immediately necessary to comply with Community Cost-Share

requirements and avoid a disruption in public service; wherefore, this Resolution shall be in full force and effect immediately after its passage by council and approval by the Mayor.

PASSED: April 13, 2026

Thomas Rouds
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen

April 13, 2026
APPROVED

FILED WITH
THE MAYOR: April 13, 2026

M Gallo
MAYOR MARIE GALLO

EXHIBIT 1

**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 _____ day of _____, 2026, 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. _____, adopted on _____, 20____ (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 Street Sweeper Maintenance 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 (NEORSD) Community Cost-Share Program in coordination with City, under the provisions of the NEORSD Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORSD review and may not necessarily reflect the views of NEORSD, and no official endorsement should be inferred.
 - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 **District's Obligations**

- 2.1 The District agrees to perform as follows:
 - 2.1.1 Allocate \$15,000.00 to the City for the Project from the City's Community Cost-Share Account.
 - 2.1.2 Provide reimbursement of funds up to \$15,000.00 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: _____

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.

[FOR NEORS D USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF PARMA HEIGHTS

FOR

COMMUNITY COST-SHARE PROJECT:
STREET SWEEPER MAINTENANCE PROJECT

Total Approximate Cost: \$15,000.00

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.

CHIEF FINANCIAL OFFICER

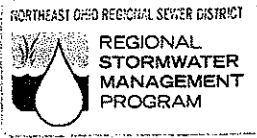
Date

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

CHIEF LEGAL OFFICER

Date

Budget Center 8100



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of Parma Heights

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

Mailing Address: 6281 Pearl Road
Parma Heights, Ohio 44130

Phone Number: 440-340-4821

Email: rsatow@parmaheights.us

Project Information

Project Title: Street Sweeper Maintenance

Address or Location of Project: 6281 Pearl Road
Parma Heights Ohio 44130

Project Start Date: March 1, 2026

Project End Date: December 31, 2026

Community Cost-Share Fund Request: \$15,000.00

Submission Date: 3/10/2026



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 of Parma Heights operates a municipal street sweeping program to reduce sediment, debris, and pollutants entering the local stormwater system and ultimately Lake Erie. This project includes the maintenance and repair of the City's Bucher VT651 street sweeper and the purchase of replacement components such as filters, hydraulic parts, brooms, and related equipment. These improvements ensure the sweeper remains fully operational and capable of removing roadway debris and sediment that can contribute to storm sewer blockages and water quality degradation.

The Parma Heights Service Department will operate and maintain the equipment as part of its routine street sweeping and stormwater management program. Regular maintenance and inspections will ensure reliable performance and continued roadway cleaning throughout the community. This project benefits residents and businesses by improving stormwater quality, reducing pollutants entering the sewer system, and supporting a cleaner local environment.

No permitting requirements.



*Community Cost-Share Program
Application*

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).

The Parma Heights Service Department will operate and maintain the equipment as part of its routine street sweeping and stormwater management program. Regular maintenance and inspections will ensure reliable performance and continued roadway cleaning throughout the community.



*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)?

Public outreach is not necessary for this project because it involves the maintenance and repair of existing municipal equipment used for routine street sweeping operations.



*Community Cost-Share Program
Application*

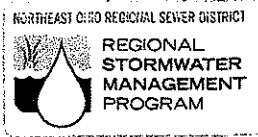
4) Budget Summary (500 words maximum)

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.

The project budget includes the maintenance, repair, and replacement of operational components for the City of Parma Heights' Bucher VT651 street sweeper. Costs include replacement sweeping brooms, hydraulic components, filters, oils, lighting equipment, and associated labor required to restore and maintain the equipment in proper operating condition. These expenses ensure the street sweeper remains fully functional and capable of removing sediment, debris, and pollutants from roadways before they enter the storm sewer system.

All work was performed by a qualified equipment service provider, and the City Service Department will operate and maintain the sweeper as part of its routine municipal street sweeping program to support ongoing stormwater quality improvements.



*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>		
Subcontract		
Equipment		
Materials	\$15,000.00	Material & Equipment Components
Other		
TOTAL	\$ 15,000.00	