

**ROADWAY USE AND RESTORATION AGREEMENT
BETWEEN THE
CITY OF PARMA, OHIO
AND THE
CITY OF PARMA HEIGHTS, OHIO**

WHEREAS, the Northeast Ohio Regional Sewer District ("NEORS"), in an ongoing regional effort to abate adverse surface water conditions in residential neighborhoods in both the City of Parma ("Parma") and the City of Parma Heights ("Parma Heights") through storm drainage improvements, has provided funding for the installation of infrastructure to mitigate the same, specifically in the area surrounding Nathan Hale Park; and

WHEREAS, in reliance on grant funding from NEORS and other sources, Parma Heights has developed specifications for construction of improvements known as the Nathan Hale Stormwater Basin Project ("Project") and obtained the necessary approvals from the United States Park Service to proceed; and

WHEREAS, Parma Heights seeks this cooperative agreement with Parma to use a service access road known as Sesquicentennial Park Road ("Roadway") for ingress to and egress from the Project for the purpose of construction traffic, equipment, and hauling materials; and

WHEREAS, in consideration for the benefits of the Project to drainage in surrounding residential neighborhoods, as well as Parma Heights' restoration of the Roadway upon completion of the Project, Parma agrees to allow Parma Heights and its contractors Roadway access for the Project; and

NOW, THEREFORE, BE IT AGREED that Parma and Parma Heights enter into this Roadway Use and Restoration Agreement ("Agreement") according to the following terms and conditions:

ARTICLE I - Purpose of Agreement

The purpose of this Agreement is to provide Parma Heights and its designated construction contractors with vehicular access upon the Roadway in Parma for ingress to and egress from the Project for the purpose of construction traffic including hauling activities. Further, to provide for Parma Heights to restore the Roadway in Parma upon completion of the Project.

ARTICLE II - Roadway Access and Use

1. Parma shall grant Parma Heights Roadway access to be utilized by Parma Heights in that portion of Sesquicentennial Park Road connecting the Project to Pleasant Valley



Road (Roadway diagram attached as Exhibit A). Other than the designated access Roadway, no alternate or additional streets in the vicinity shall be utilized, except in the event of an emergency, and upon immediate notification.

2. Upon completion of the Project, Parma Heights agrees to repair and restore the Roadway condition, at its sole expense, pursuant to Parties' cooperative agreement for labor, materials, and equipment to restore the Roadway, and based upon preliminary cost estimates for same.
3. Parma Heights shall give Notice to Parma at least thirty (30) days prior to the initial commencement of Project traffic activities upon the Roadway.

ARTICLE III - Roadway Maintenance and Improvement

Parma Heights shall provide for the restoration of the Roadway, including resurfacing, as mutually agreed to be necessary, subsequent to the Project traffic activities. The Roadway will be restored pursuant to the Parties' cooperative agreement and/or in accordance with preliminary specifications and scope described in Exhibit B. The restoration of the Roadway shall proceed, as necessary, subsequent to the Project completion, seasonally, within the term hereof.

ARTICLE IV - Term & Termination

TERM. This Agreement shall commence upon execution and continue in force and effect until completion of the Project and restoration of the Roadway.

TERMINATION. It is estimated that Parma Heights will commence the Project on or about March 2023, and commence Roadway use during the Project, estimated to continue into 2024. This Agreement shall be terminated upon completion of the Project and further upon completion of Roadway restoration.

ARTICLE V – Insurance & Certificate of Additional Insurance

INSURANCE, ADDITIONAL INSURED, AND BONDS – Parma Heights agrees to provide Parma with documentary proof that its construction contractors, including all equipment, motor vehicles and trucks used for hauling, are and will remain fully bonded and insured for purposes of the Project, the scope of which includes Roadway access, upon request.

ARTICLE VI - Notices

All notices required hereunder shall be in writing and delivered to the following address:

Parma: Tony Vannello
Director of Public Service
6611 Ridge Road
Parma, Ohio 44129

Parma Heights:

Robert Sepik
Director of Public Service
6281 Pearl Road
Parma Heights, Ohio 44130

ARTICLE VII Miscellaneous Provisions

A. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

B. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

23 IN WITNESS WHEREOF, the parties executed this AGREEMENT as of the day of March, 2023.

CITY OF PARMA HEIGHTS
"Parma Heights"



Mayor Marie Gallo
City of Parma Heights

Approved as to form:



City of Parma Heights Law Department
Mark Schneider, Law Director

CITY OF PARMA
"Parma"

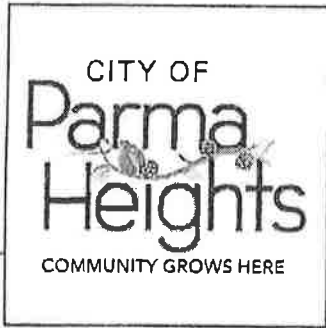


Mayor Tim DeGeeter
City of Parma

Approved as to form:



City of Parma Law Department
Timothy Dobeck, Law Director



MAYOR MARIE GALLO

DEPARTMENT OF PUBLIC SERVICE
ROBERT P. SEPIK, DIRECTOR
6281 Pearl Road
Parma Heights, OH 44130
440.884.9607
service@parmaheights.us

February 13, 2023

Dear Tony,

I want to thank you for your cooperation on the access roadway to Nathan Hale Park. This letter is intended to be attached to a Roadway Use and Restoration Agreement in order to describe the restoration work.

The Agreement is designed to secure use of the access road as the mayors have agreed and describe our commitment to its restoration. I am so grateful that you suggested that we consider restoration through in-house labor and equipment with material expenses and other supplies at our cost.

Allow this letter to clarify the scope of the restoration work, generally described as a 3" mill & pave (1.5" intermediate and 1.5" paved) over the asphalt sections (Red, Blue and Aqua) and a 2" mill & paved on the concrete section (Green). I have attached a color-coded diagram of the access roadway. If additional aggregate base is required, we could consider 4" subgrade removal followed by installation of 4" #304 limestone compacted to 4".

Again, thank you for your cooperation and I look forward to working with you on those details as the Project proceeds.

Very truly yours,

Director of Service, Parma Heights

