

COOPERATIVE AGREEMENT FOR THE INSTALLATION
OF RAIN GAGE EQUIPMENT

THIS AGREEMENT, made this 20th day of March, 2019, by and between the NORTHEAST OHIO REGIONAL SEWER DISTRICT, 3900 Euclid Avenue, Cleveland, Ohio, 44115, a regional sewer district organized and existing as a political subdivision of the State of Ohio under chapter 6119 of the Ohio Revised Code, by authority of Resolution No. 58-74, adopted by the Board of Trustees of the District on May 16, 1974 (hereinafter referred to as "DISTRICT") and the BOARD OF TRUSTEES OF RUSSELL TOWNSHIP (hereafter referred to as "OWNER").

WITNESSETH:

WHEREAS, the DISTRICT desires to gather certain data about the effect of weather conditions on stormwater flows.

WHEREAS, OWNER is in possession of property in a location where DISTRICT needs to gather said data.

NOW, THEREFORE, IT IS AGREED AND UNDERSTOOD, between the DISTRICT and OWNER:

OWNER agrees to permit the DISTRICT to install, maintain, dismantle, and remove certain meteorological equipment on the premises described herein. The DISTRICT shall at all times remain responsible for the equipment located on OWNER's property. OWNER shall assume no liability or responsibility for said equipment, but will not take any action or fail to act in any manner which would result in negligence on the part of OWNER as it relates to DISTRICT's equipment. During the term of this

agreement, authorized representatives of the DISTRICT shall be permitted free ingress and egress to said equipment at reasonable times for the purpose of taking readings, repairing, adjusting, maintaining, or dismantling the equipment.

OWNER shall be held harmless for any liability resulting from injuries which might occur to representatives of the DISTRICT while on the premises.

OWNER shall permit the DISTRICT to install on OWNER's premises, a rain gage, at a mutually satisfactory site, located at 15625 Chillicothe Road, Russell Township.

The installation, maintenance and removal of all materials and equipment covered in this cooperative agreement shall be at the expense of, and at all times remain the property of, the DISTRICT.

This cooperative agreement shall be in effect from the date of execution, subject to cancellation by either party hereto upon fifteen (15) days written notice to the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day
and date first above written.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

THE BOARD OF TRUSTEES OF RUSSELL
TOWNSHIP

By: _____
[Handwritten signature]
_____ *[Handwritten signature]*
_____ *[Handwritten signature]*

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

ERIC LUCKAGE
Chief Legal Officer

By: _____
Julie A. Blair
Assistant General Counsel

Date: _____

APPROVED AS TO FORM
[Handwritten signature]

GEAUGA COUNTY PROSECUTOR'S OFFICE