

**AMENDMENT TO  
COMMUNITY COST-SHARE AGREEMENT  
(DISTRICT AGREEMENT NO. 22001849)  
BY AND BETWEEN  
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND  
CITY OF NORTH ROYALTON**

This Amendment to Agreement (the “Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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, and the City of North Royalton (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 2022.

**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, on or around March 3, 2022, the District and the City entered into a Community Cost-Share Agreement (the “Agreement”) for the City’s Pinestream Subdivision Storm Sewer Improvement project (the “Project”); and

WHEREAS, the original estimated amount of the Project was exceeded due to the need for additional quantities of concrete and seeding and mulching; and

WHEREAS, it is, therefore, necessary for the parties to amend the Agreement to increase the funding by \$13,200.81.

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

1. By execution of this Amendment, the District and City agree that the total Community Cost-Share funding allocated to the Project under the Agreement shall be increased by the amount not to exceed \$13,200.81 for an amended total funding amount of \$442,751.81 as further described in the Request for Budget Modification attached hereto as Exhibit “A.”

2. The provisions of this Amendment are hereby incorporated into the Agreement as fully rewritten therein. All terms used herein shall be defined and construed in the manner set forth in the Agreement. Except as otherwise provided in the Amendment or as otherwise necessary or appropriate to give effect to the terms of this Amendment, all the provisions, terms, and conditions contained in the Agreement and not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and

this Amendment, the terms, conditions, and provisions of this Amendment shall control.

The parties have executed this Amendment 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 NORTH ROYALTON**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The legal form and correctness of this instrument is hereby approved:

**CITY OF NORTH ROYALTON**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:

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

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

**MODIFICATION TO  
AGREEMENT NO.  
22001849**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE AGREEMENT  
AMENDMENT:

PINESTREAM SUBDIVISION STORM SEWER  
IMPROVEMENT PROJECT

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Total Additional Cost:	\$13,200.81
Total Revised Agreement Amount:	\$442,751.81

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

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ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

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Date

**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.

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KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

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Date

**Budget Center 8100**