

AN ORDINANCE ESTABLISHING TERMS OF PAYMENT FOR TAP-IN FEES TO THE EAST STREETSBORO, WHITE PINE, TREELAWN AND FOX RUN WATER LINES

WHEREAS, this Council established tap-in fees for the East Streetsboro, White Pine, Treelawn and Fox Run water line by Ordinance No. 24; and

WHEREAS, this Council wishes to establish terms of payment for the tap-in fees.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Richfield, Summit County, State of Ohio:

SECTION 1. If the tap-in fee to the East Streetsboro, White Pine, Treelawn and Fox Run water line exceeds twenty thousand dollars (\$20,000), the property owner may be allowed to pay the tap-in fee over a period of five (5) years with interest on the unpaid amount of 5.65 percent (5.65%) per annum simple interest.

SECTION 2. If the amount of the tap-in fee is twenty thousand dollars (\$20,000) or less, the property owner shall be allowed to pay the tap-in fee over a period of three (3) years with interest on the unpaid balance at the rate of 5.65 percent (5.65%) per annum simple interest.

SECTION 3. In all cases, a property owner desiring an extension contemplated under this Ordinance shall sign the necessary documents with the Finance Director as approved by the Village Law Director.

SECTION 4. This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: March 19, 2002

May N. Leggy Malone
President of Council

ATTEST:

Ronald H. Larsen
Mayor

Carole Gibson
Clerk of Council

Date: 3/19/2002

AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2002, by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 ("Richfield") and _____, whose address is _____ ("Property Owner").

WHEREAS, the Village of Richfield has constructed a water line from Brecksville Road east on Streetsboro Road and to include the residential area of White Pine, Treelawn and Fox Run Drives, and

WHEREAS, the Property Owner's property is so situated that the Property Owner can access Richfield's water line; and

WHEREAS, the Property Owner wishes to tap into Richfield's water line; and

WHEREAS, on the 19th day of March, 2002, the Council of the Village of Richfield enacted Ordinance No. 24-2002 which provides for a payment schedule for property owners who wish to tap into Richfield's water line, a copy of which Ordinance is attached hereto as Exhibit "A" and incorporated herein fully as if by reference; and

WHEREAS, the Property Owner wishes to pay the tap-in fee over a period of three (3) years in accordance with Section 2 of Ordinance No. 24-2002; and

WHEREAS, Richfield is agreeable to having the tap-in fee paid over a three (3) year period by the Property Owner subject to the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties:

1. Richfield shall charge the Property Owner a tap-in fee of Six Thousand One Hundred Eighty Dollars (\$6,180.00) to tap into the Richfield water line from its property located at _____, (Permanent Parcel No. _____). Said tap-in fee shall be paid over a three (3) year period in semi-annual installments of One Thousand Thirty Dollars (\$1,030.00). The unpaid balance shall bear an interest rate of 5.65%.

Payment of each installment shall be due semi-annually per attached payment schedule. Attached hereto as Exhibit "B" is a schedule showing the installment amounts and due dates for the payments.

2. The only property to be serviced by the water tap shall be Permanent Parcel No. _____ which shall bear a street address of _____.
3. The Property Owner agrees to abide by all of the rules and regulations of the Service Director with respect to tapping into the water line.
4. Any installment payment due from the Property Owner to the Village of Richfield shall be deemed in default if not received by the Finance Director of the Village of Richfield on the fifteenth (15th) business day after the due date. Upon default, the Village of Richfield may, at its option, and without waiving any other remedies it may have in law or in equity, declare the entire balance of the tap-in fee, together with accrued interest, immediately due and payable. Further, Richfield may certify that amount to the County Auditor for collection along with other taxes and assessments assessed against Permanent Parcel No. _____.
5. This Agreement shall be filed by the Village of Richfield with the County Recorder's office under the County Recorder's miscellaneous filings. The cost of the recording of the contract shall be born by the Property Owner.
6. This Agreement shall be deemed binding upon the parties, their successors and assigns. Specifically, the Property Owner warrants and guarantees that it will inform any successor, assignor or transferor of the contents of this Agreement and shall further guarantee payments by any successor, assignor or transferor in case of default by that party.

7. The paragraphs, sentences and clauses of this Agreement are deemed severable. Should any paragraph, sentence or clause be held invalid in a final decision of a court of law, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Agreement as of the date first hereinabove written at Richfield, Ohio.

Signed in the presence of:

VILLAGE OF RICHFIELD

By: _____
Its Mayor

And: _____
Its Finance Director

PROPERTY OWNER

Print Name: _____

Print Name: _____

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME personally appeared the above name _____

(Property Owner) who under oath affirmed that the
execution of this Agreement is his/her/their freed act and deed.

Notary Public