

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE REVERE LOCAL SCHOOL DISTRICT TO PROVIDE SEWERS ON EVERETT ROAD

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Revere Local School District to provide sanitary sewers on Everett Road to the Board's property, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees or subcommittees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: December 5, 1995

Nick Bostrom-Dave Sr.  
Vice President of Council

[Signature]  
Mayor

Dated: 12/5/95

ATTEST:  
[Signature]  
Clerk of Council

## AGREEMENT

THIS AGREEMENT, made this 9th day of April, 199~~5~~<sup>6</sup>, by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 (the "Village") and the BOARD OF EDUCATION (the "Board") of the REVERE LOCAL SCHOOL DISTRICT, 3496 Everett Road, P. O. Box 340, Bath, Ohio 44210-0340 (the "School District").

WHEREAS, the School District operates a school, specifically the Hillcrest School, located at 3080 Revere Road, Richfield, Ohio, and further owns two vacant properties, being Permanent Parcel Nos. 50-00101 and 50-00323; and

WHEREAS, Hillcrest School and the vacant properties are currently not serviced by a sanitary sewer; and

WHEREAS, the School District is interested in agreeing with the Village to extend the sanitary sewer system to service Hillcrest School and the vacant properties; and

WHEREAS, the sanitary sewer system of the Village has sufficient capacity to accommodate service from the Hillcrest School and the vacant properties.

NOW, THEREFORE, IT IS HEREBY AGREED between the Village and the Board as follows:

1. The Village will provide and pay, at its cost, for the necessary engineering services to construct a sewer line down Everett Road and to a location on Everett Road where a tie-in for the Hillcrest School and the vacant properties may be accessible.
2. Upon completion of the plans, the Village will, at its expense, construct a sanitary sewer down Everett Road in accordance with the engineering plans.
3. The Board will, at its expense, construct all necessary connections from the Hillcrest School and the vacant properties to connect to the system. Prior to connecting to the system, the

Board will pay the necessary fees and tap-in fees as required by Ordinance No. 5-1991, as amended, in accordance with Paragraph 7 of this Agreement.

4. It is understood and agreed that facilities for the Village's sanitary sewer system, including a pump station, may be located in Bath Township. The Village agrees that if it determines to locate a portion of its sanitary sewer system, including a pump station, in Bath Township, it will seek and obtain the Board's approval for such location, which approval shall not be unreasonably withheld. The Board agrees that if the Village determines, according to best engineering practice, not to locate a portion of its sanitary sewer system or pump station in Bath Township, the Board shall not be required to give its prior approval to the location of the facilities. The fact that a portion of the facilities are located in Bath Township shall not be deemed a waiver of the Village's policy not to extend sanitary sewers outside of the Village as set forth in Resolution No. 38-1989 and Ordinance No. 5-1991. No other tie-ins shall be allowed to the sanitary sewer from facilities in Bath Township without the express written consent of the Village, which written consent shall first be authorized by a Resolution adopted by the Village Council.

5. The Board, if necessary, will grant any required permanent or temporary easement to the Village for the sewer. The Board will have the right to review and approve the proposed easement but will not unreasonably withhold its approval of the easement. In the future, the Village will provide all necessary maintenance to the sewer up to the connection with the Board's sewer. The Village will provide necessary repair to the area of easement as may be made necessary due to construction and maintenance operations. The Board will provide maintenance for the sewer connections between its buildings and the connection to the Village sewer.

6. The Village will construct the line up to the connection with the Board's sewer. In consideration of the Village's construction of the line, the Board will pay the Village \$400,000.

7. Should, in the future, the Board determine to develop all or any portion of the vacant land, it shall pay the then applicable tap-in fee as established under the Formula set forth in Ordinance No. 5-1991 as amended, but shall be given a credit for the full \$71,343.00 if the total vacant land is developed or the portion thereof that the area actually to be developed bears to the total vacant property.

8. For future treatment of the effluent from the Board's property, the Board shall pay the then applicable residential user fee as established in accordance with Ordinance No. 5-1991, as amended. The Board further agrees that all buildings tying in to the sanitary sewer shall be metered.

9. The Village agrees that if any other property owner abutting on Everett Road in the Village receives a reduction in its assessment, the Village will give the same proportionate reduction of payment to the Board under this agreement.

10. This Agreement contains all agreements between the parties and may not be amended unless such amendment is in writing and approved by the Board and the Council of the Village.

IN WITNESS WHEREOF, the parties have set their hands and seals this 9th day of April, 1999.

Witness:

Joyce Renee  
John Manser

Witness:

Genevieve Jackson  
Renee Stein

VILLAGE OF RICHFIELD

By: Donald H. Larsen  
Name: Donald H. Larsen  
Its Mayor

And: Eleanor Lukovics  
Name: Eleanor Lukovics  
Its Finance Director

BOARD OF EDUCATION OF THE  
REVERE LOCAL SCHOOL DISTRICT

By: Nancy Snyder  
Name: Nancy Snyder  
Its: Treasurer