

AN ORDINANCE TO AUTHORIZE THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE CITY OF CLEVELAND, OHIO, WITH RESPECT TO WATER BILLING AND COLLECTION SERVICES

Be It Ordained by the Council of the Village of Richfield, Ohio:

- Section 1: The Mayor and Director of Finance are authorized and directed to enter into an agreement with the City of Cleveland, Ohio with respect to water collection charges.
- Section 2: The form of the agreement now on file in the office of the Director of Public Service is hereby approved.
- Section 3: This Ordinance shall take effect and be in force from and after the earliest date allowed by law.

Passed: 6/15/82

John R. Hill
President of Council

E. Gene Fisher
Mayor
Dated: 6-15-82

Attest:
Mary L. Hargley
Clerk of Council

AGREEMENT

THIS AGREEMENT made and entered into this 16th day of June, 1982 by and between the City of Cleveland, Ohio ("Cleveland") pursuant to Section 129.21 of the Codified Ordinances of Cleveland, Ohio, 1976 and the Village of Richfield ("Customer"), pursuant to Ordinance No. 22-1982 (attached hereto as Exhibit A).

WHEREAS, Customer has established a sewer and water charge pursuant to Ordinance No. 23-1982 (attached hereto as Exhibit B); and

WHEREAS, Customer desires to have Cleveland bill and collect such charges on behalf of Customer; and

WHEREAS, Cleveland has been collecting such charges in the absence of a written agreement; and

WHEREAS, Cleveland and Customer wish to formalize past practice and create uniformity and equality among all users of Cleveland's billing and collecting services;

NOW, THEREFORE, Customer and Cleveland do hereby mutually agree as follows:

SECTION 1. Cleveland agrees to bill, collect, and account for as specified in Section 3 of this agreement, (sewer, water, special assessment) those charges lawfully established and imposed by Customer on those property owners supplied by metered public water supply and having a connection with the sewers, or otherwise discharging sewage, or industrial wastes, water or other liquids, either directly or indirectly, into sewers. The charges lawfully established are pursuant to Section 923.01 of the Codified Ordinances of the Village of Richfield, a copy of which is attached hereto as Exhibit B.

SECTION 2. Cleveland will bill Customer's charges

quarterly in accordance with the billing schedule for the Cleveland water furnished to such premises, beginning with the third quarter of 1982, at the rate specified in Section 1, supra.

SECTION 3. Cleveland agrees to perform billing,

collection, and accounting services on behalf of Customer for a fee of Two Dollars and Twenty-five Cents (\$2.25) per bill rendered per quarter.

SECTION 4. On or before each quarterly billing date,

Cleveland shall remit to Customer the total sum billed for the previous quarter less Cleveland's fee as set forth in Section 3, supra, and less Three Percent (3%) of the total amount billed as an estimated allocation for the amount billed but not collected, subject to annual reconciliation with the actual amounts collected.

Cleveland and Customer mutually agree that it is has always been their intent that Cleveland remit to Customer only the amount actually collect less Cleveland's fee.

Cleveland and Customer mutually agree that there has been no reconciliation of Customer's account except for delinquencies that have been deducted in prior statements.

Cleveland and Customer acknowledge that upon implementation of Cleveland's new computer system, Cleveland will remit and account to Customer quarterly the total amount actually collected less Cleveland's fee.

SECTION 5. Cleveland agrees to make Customer's billing,

collecting and accounting records available to Customer at any reasonable time during business hours.

Cleveland agrees to provide a statement with each quarterly remittance to Customer stating the total number of accounts billed; total water consumption of these accounts, total Customer charges billed; total Cleveland collection fee; total delinquencies deducted (if any); three percent (3%) of total amount billed withheld to cover uncollected amounts; and total remittance to Customer.

SECTION 6. Customer acknowledges that Cleveland does not, in any way, guarantee collection of the charges imposed by Customer.

SECTION 7. Customer acknowledges that Cleveland does not evaluate the lawfulness of any sewer, water or special assessment charge of Customer.

Customer agrees to protect, defend, hold harmless and indemnify Cleveland with respect to any claim, suit or other action brought or levied against Cleveland with respect to the amount or lawfulness of any charge imposed by Customer and collected by Cleveland pursuant to this Agreement.

SECTION 8. Customer and Cleveland mutually agree that this Agreement is an interim agreement which shall expire upon ten (10) days notice from Cleveland.

SECTION 9. All notices which may be proper or necessary to be served hereunder shall be in writing and shall be served by regular U.S. Mail, postage prepaid, to the following addresses or such other address as either party shall give by written notice to the other.

To Cleveland:

C/O Comptroller
Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114

To Customer

4410 West Streetsboro Road
Richfield, Ohio 44286

SECTION 10. This agreement, together with the exhibits hereto constitutes the entire agreement of the parties and the same shall not be changed, modified, discharged or extended except by written instrument executed by both parties hereto pursuant to the laws of the State of Ohio, and the Ordinances and Charter of the City of Cleveland and Customer's ordinances and Charter.

This Agreement does not constitute Customer as the agent or representative of Cleveland for any purpose whatsoever.

Neither a partnership nor a joint venture is created hereby notwithstanding that a portion of the charges imposed by Customer are paid to Cleveland as a fee for billing and collection services rendered.

IN WITNESS WHEREOF, Customer and Cleveland have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

In the presence of:

THE CITY OF CLEVELAND

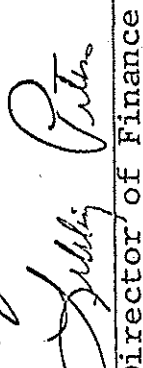


Edward H. Richard
Director of Public Utilities

CUSTOMER

Village of Richfield, Ohio

By: 
Mayor


Director of Finance

The legal form and correctness of the
within instrument is hereby approved

JAMES E. YOUNG

DIRECTOR OF LAW

By: 
ASSISTANT DIRECTOR OF LAW

Date: July 29, 1982