

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN ADDENDUM TO THE MEMORANDUM OF AGREEMENT FOR CONSTRUCTION, OPERATION AND MAINTENANCE OF SEWERAGE SYSTEMS BETWEEN THE VILLAGE OF RICHFIELD AND CUYAHOGA COUNTY

WHEREAS, on the 15th day of February, 1991, the Village entered into a Memorandum of Agreement for construction, operation and maintenance of sewerage systems within the Village of Richfield with the Board of County Commissioners of Cuyahoga County; and

WHEREAS, the Village has proposed to amend the Memorandum of Agreement by excluding sewer jetting and televising services from the scope of services to be performed by the Cuyahoga County Sanitary Engineer; and

WHEREAS, this change in scope of services is acceptable to the Board of County Commissioners of Cuyahoga County.

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

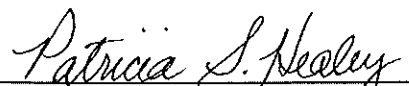

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an Addendum to the Memorandum of Agreement for construction, operation and maintenance of sewerage systems within the Village of Richfield, with the Board of County Commissioners of Cuyahoga County, a copy of which Addendum is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary in order to save the taxpayers money; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed it shall take effect immediately upon its passage and execution of the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: 6-20-95

ATTEST:


Clerk of Council


President of Council

Mayor

Dated: 6/22/95

Resolution 35 1995

R E S O L U T I O N

Approving an addendum to a Memorandum of Agreement by and between the Board of County Commissioners of Cuyahoga County, Ohio and the Village of Richfield, for the construction, operation and maintenance of the sewerage systems within the Village of Richfield, Summit County, for the Department of Community Services/Sanitary Engineering Division, to delete certain services.

BE IT RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio that an addendum to a Memorandum of Agreement by and between said Board and the Village of Richfield, for the construction, operation and maintenance of the sewerage systems within the Village of Richfield, Summit County, for the Department of Community Services/Sanitary Engineering Division, to delete certain services be, and the same is, hereby approved.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to cause said addendum to be copied into the proper Agreement Book of the Board of County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit a copy of this resolution together with three copies of the executed addendum to Edwin C. Price, Director, Department of Community Services, with instructions to forward complete set to the Village of Richfield; and one copy of this resolution James Brueggeman, Sanitary Engineer, Sanitary Engineering Division.

On Motion of Commissioner Hagan, seconded by Commissioner Weingart, the foregoing resolution was duly adopted.

Ayes: Hagan, Weingart, Boyle.
Nays: None.

Resolution Adopted.

Jacqueline Lasik,
Clerk of the Board Pro-Tem

Journal 247
August 15, 1995
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ADDENDUM TO THE MEMORANDUM OF AGREEMENT
FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE
OF SEWERAGE SYSTEMS WITHIN THE VILLAGE OF RICHFIELD

This Agreement, made this 20th day of June,, 1995 by and between the Board of County Commissioners of Cuyahoga County, Ohio, hereinafter referred to as COUNTY and the Village of Richfield, hereinafter referred to as VILLAGE, shall constitute an addendum to the "Memorandum of Agreement for the Construction, Operation and Maintenance of Sewerage Systems Within the Village of Richfield," hereinafter referred to as MEMORANDUM, entered into on February 15, 1991, by the COUNTY AND VILLAGE.

WITNESSETH:

WHEREAS, the VILLAGE and the COUNTY entered into the MEMORANDUM, a copy of which is attached hereto as Exhibit "1".

WHEREAS, the MEMORANDUM, together with its Exhibit "A", provides that the COUNTY is to provide sewer jetting and televising services for all sanitary sewers located within, and owned by, the VILLAGE and that the VILLAGE is to pay for said services.

WHEREAS, the VILLAGE wishes to have said sewer jetting and televising services provided by someone other than the COUNTY.

NOW, THEREFORE, it is agreed that in consideration of the covenants and agreements herein contained and the conditions hereinafter enumerated, the VILLAGE and the COUNTY hereby amend and change the MEMORANDUM as follows:

1. The COUNTY is no longer responsible for providing sewer jetting and televising services for the sewers located in, and owned by, the VILLAGE.

2. The VILLAGE is no longer required to pay the COUNTY for any sewer jetting and televising services.

3. That Paragraph ("I") of Section I is amended to delete the functions of TVing and jetting from the services to be provided in Exhibit "A" attached to the Agreement dated February 15, 1991.

4. That Section II is deleted.

5. All other covenants, agreements and conditions set forth in the MEMORANDUM and its Exhibit "A" shall continue in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Cuyahoga County, Ohio, pursuant to Resolution No. _____ duly adopted on the ____ day of _____, 19____, and the Village of Richfield, Ohio, acting by and through its Mayor and Finance Director duly authorized by Resolution No. 35-1995, adopted on the 20th day of June, 1995, have hereunto as such officers and in the

name and on behalf of their political subdivisions set their hands and affixed the seals of the respective parties hereto this 20th day of June, 1995.

COUNTY OF CUYAHOGA
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Marguerite Kasik
Clerk of the Board

Tim Hylan
Mary O'Boyle
Geel Weingart

Witnesses:

Joyce Remeo
John Manpin

VILLAGE OF RICHFIELD

Ralph R. Waszak, Sr.
Mayor Ralph R. Waszak, Sr.
Eleanor Lukovics
Finance Director Eleanor Lukovics

Approved as to Form:

Patrick J. Murphy
Assistant County Prosecutor

Approved:

Charles Riehl
Law Director Charles Riehl

MEMORANDUM OF AGREEMENT FOR THE CONSTRUCTION,
OPERATION AND MAINTENANCE OF SEWERAGE SYSTEMS
WITHIN THE VILLAGE OF RICHFIELD

This Agreement made this 15th day of February, 1991
by and between the Board of County Commissioners of Cuyahoga
County, Ohio, hereinafter referred to as COUNTY and the Village of
Richfield, hereinafter referred to as VILLAGE.

WITNESSETH:

WHEREAS, the territory within the Village is tributary to
County Sewer District No. 13.

WHEREAS, the VILLAGE owns all sanitary sewers, pumping sta-
tions and force mains.

WHEREAS, the VILLAGE desires to have maintained local sanitary
sewers, pump stations and force mains.

WHEREAS, Council has adopted Resolution No. 107-1990 amending
Resolution No. 76-1990, authorizing the Mayor to enter into an
Agreement with the Board of County Commissioners for the operation
and maintenance of sewerage systems within the VILLAGE.

NOW, THEREFORE, it is agreed that in consideration of the cov-
enants and agreements herein contained and the conditions hereinaf-
ter enumerated, the Village of Richfield does hereby contract with
the Board of Commissioners of Cuyahoga County to maintain local
sanitary sewers, pump stations and force mains which will discharge
sanitary sewage into the sanitary sewerage system of County Sewer
District No. 13, subject to the following conditions:

SECTION I - GENERAL CONDITIONS

A. The VILLAGE shall provide planning and engineering of all
sewerage projects.

B. All sewage discharged shall be in accordance with the County Sanitary Engineering Division Rules and Regulations and Uniform Standards for Sewerage Improvements as adopted by the Board of Commissioners of Cuyahoga County.

C. Before construction of any sanitary sewerage improvement, the plans therefor shall receive the approval of the Village Engineer.

D. No work of construction of any sanitary sewerage improvement shall be done except in the presence of an inspector employed by the VILLAGE.

E. Upon completion of any such sanitary sewer or lateral connections, complete records as to the location of said sewers or lateral connections, together with all manholes, Y branches and other appurtenances, shall be maintained by the VILLAGE. Copies of said records shall be forwarded to and maintained in the office of the Cuyahoga County Sanitary Engineer.

F. Sewer connection permits shall be obtained and issued by the VILLAGE for all sanitary, lateral and service connections prior to any tie in.

G. The COUNTY will prepare and submit an annual service report by July 1 of the following year and such report will be reviewed jointly with the VILLAGE. Also, the COUNTY will present to the VILLAGE and consult with the VILLAGE in regard to an annual operation and maintenance program for the sewerage improvements in the VILLAGE.

H. The VILLAGE agrees to indemnify and save harmless the COUNTY, its Board of Commissioners, its Sanitary Engineer, their employees, agents or assigns for any and all liability for loss, damage, or injury to the VILLAGE or to any third party arising out of or in any way connected with the COUNTY's performance under this Agreement, whether it be caused by the negligence of the COUNTY, its Board of Commissioners, its Sanitary Engineer, and employees, agents or assigns or otherwise with the following exceptions.

1. The acts or omissions of a County employee were manifestly outside the scope of his employment or official responsibilities.

2. The acts or omissions of a County employee were with malicious purpose, in bad faith or in a wanton or reckless manner.

I. Proposed Schedule of Services: Cuyahoga County will, at a minimum, provide the services set forth in the letter from James A. Brueggeman, Sanitary Engineer, to Mayor Ralph R. Waszak dated July 19, 1990, a copy of which is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

J. Billing: Cuyahoga County shall bill the Village of Richfield in quarterly installments, for an amount equal to one quarter the County's estimated cost for the year, which shall be adjusted at the end of the year based on the actual cost of the services the County provided. At the end of the calendar year, the County shall determine its actual cost of operation, maintenance and repair, and in the event the cost is different from the estimated amount, the County shall adjust the estimated amount to be billed in the coming

year. Payment of each statement shall be made by Richfield within thirty (30) days of receipt of the statement.

K. Records: Cuyahoga County agrees to retain all records of services rendered and maintenance performed on the sewers and to make such records available to Richfield at such reasonable times and places as requested by Richfield.

L. Notices: All notices, requests, invoice demands or other communications required or permitted under this Agreement will be deemed to have been duly given if in writing and personally delivered to the party to whom it is intended, or sent by registered or certified mail and addressed as shown below or to such other address as may be designated from time to time by either party:

If to County: County of Cuyahoga
Department of Community Services
Sanitary Engineering Division
6100 West Canal Road
Valley View, Ohio 44125-3342

Attention: Sanitary Engineer

If to Richfield Village of Richfield
Director of Finance
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387

SECTION II - SANITARY SEWERS

A. The VILLAGE shall own all sanitary sewers within its municipal limits, and shall obtain all regulatory agency permits required.

B. Before construction of any sanitary sewers, the plans shall be reviewed and approved by the VILLAGE Engineer.

C. The COUNTY agrees to maintain all sanitary main lines in the public right of way and easements in compliance with the best available practice. Other work shall be performed on request and availability basis.

D. The VILLAGE shall be responsible for any expansion of the sanitary sewer system.

E. No work of construction of any sanitary mainline, lateral connection, or service connection shall be done except in the presence of any inspector employed by the VILLAGE.

F. Sewer connection permits shall be obtained from the VILLAGE for all lateral and service connections prior to any tie in.

G. The VILLAGE shall be responsible for the collection of any tap in fees.

H. The VILLAGE shall be responsible for acquiring any and all easements necessary for the maintenance and repair of municipally owned sanitary sewers.

SECTION III - PUMPING STATIONS AND FORCE MAINS

A. The VILLAGE shall own all pumping stations and force mains within the municipal limits and obtain all required regulatory agency permits.

B. Before construction of any pumping station or force main, the plans shall be reviewed and approved by the VILLAGE.

C. The COUNTY agrees to provide the necessary personnel, equipment and material to operate and maintain municipally owned pumping station and force main facilities.

D. The VILLAGE shall pay directly to the utility company supplying the electricity, water and/or natural gas necessary for operation of the pumping stations.

E. The VILLAGE shall be responsible for the cost of expansion of any pump station or force main facility.

F. No work of construction of any pumping station or force main shall be done except in the presence of an inspector employed by the VILLAGE.

G. The VILLAGE shall be responsible for acquiring any and all deeds and easements necessary for the construction, maintenance, operation and repair of the pumping station and force main facilities.

SECTION IV - TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect for an initial term of five (5) years commencing January 1, 1991. Thereafter it shall be automatically renewed for a term of three (3) years unless either side gives written notice to the other party of its intent to cancel the contract. Such written notice shall be sent at least twelve (12) months prior to the termination date of the contract. Upon termination of the Agreement by the Village, any and all outstanding expenses relating to the performance of this Agreement shall be paid by the Village within thirty (30) days of the receipt of a statement showing monies owed.

IN WITNESS WHEREOF, the Board of County Commissioners of Cuyahoga County, Ohio, pursuant to Resolution No. 911248 duly adopted on the 22 day of MARCH, 1991, and the Village

of Richfield, Ohio, acting by and through its Mayor and Finance Director duly authorized by Resolution No. 107-1990 amending Resolution No. 76-1990 adopted on the 15th day of January, 1991, have hereunto as such officers and in the name and on behalf of their political subdivisions set their hands and affixed the seals of the respective parties hereto this 22 day of MARCH, 1991.

COUNTY OF CUYAHOGA
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Magdalena Rasik
Clerk of the Board

James M. Peto

Mary O'Boyle

Marilyn T. Hogan

VILLAGE OF RICHFIELD

Witnesses:

Jo Ann Maurin

Robert H. May
Mayor

[Signature]

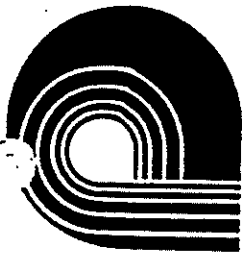
Julia Peto
Finance Director

Approved as to Form:

Patrick J. Murphy
Assistant County Prosecutor

Approved:

[Signature]
Law Director



COUNTY OF
CUYAHOGA

Department of Community Services

Edwin Price
Director

Commissioners

Mary O. Boyle
Virgil E. Brown
Timothy F. Hagan

Sanitary Engineering Division

James A. Brueggeman, P.E.
Sanitary Engineer

July 19, 1990

Mayor Ralph R. Waszak, Sr.
Village of Richfield
4410 W. Streetsboro Road
P.O. Box 387
Richfield, Ohio 44286-0387

Dear Mayor Waszak:

The following proposal will address the operation and routine maintenance of the pump stations and the gravity sanitary lines.

RICHFIELD PROPOSAL

PROPOSED SCHEDULE (PUMP STATIONS)

1. Weekly operation/maintenance based on two (2) visits per week.
30 min./day
2. Quarterly maintenance.
30 min./quarterly
3. Emergency call-outs or any unscheduled activities after the normal work day.
1 1/2 of base rate

ESTIMATED TIME PER STATION PER YEAR

1. Weekly - One (1) hour
52 hours/year
2. Quarterly - 1/2 hour quarterly 0 (includes routine maintenance such as grease, oil, belts, etc.).
2 hours/year

Continued

Mayor Ralph R. Waszak, Sr.
July 19, 1990
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ESTIMATED COST PER STATION PER YEAR

52 hours - yearly
2 hours - quarterly maintenance
54 hours - yearly cost per station

\$20.00/hour x 54 hours = \$4,320.00

TOTAL COST PER YEAR FOR ALL PUMP STATIONS

\$4,320.00 X 6 = \$25,920.00

These costs are based on a very rough estimate of what the department has experienced with similar facilities. The actual operational demands will dictate required man-hours to operate these facilities in an acceptable manner.

Two of the pump stations are basic grinder pumps and may be less expensive, man-hour wise, to operate. If the grinder stations would take only 15 minutes to operate per station, the cost per year would be reduced to approximately \$21,600.00 per year. But again, this is calculated making certain assumptions that may or may not be totally accurate.

PROPOSED SCHEDULE (SANITARY SEWER LINES)

The recommended schedule, or best management practice, is to jet (high pressure cleaning) the entire system every two (2) years and to televise (closed circuit televising) every four (4) years.

The schedule for sewer jetting and televising has been figured to the year 1998, with the year 1995 having all systems on line.

The cost for the first year of sewer maintenance will be approximately \$4,500.00 (based on 1990 rates). All costs are based on 1990 rates so for budgetary purposes, rates should be adjusted upward for the remaining years.

Continued

Mayor Ralph R. Waszak, Sr.
July 19, 1990
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There are a few benefits that are included with the County that are not normally included with other organizations.

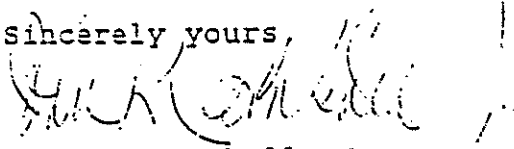
1. 24 Hour On - Call Service - The County is available 24 hours a day, 7 days per week, 365 days per year. There is not a separate charge for this service and bills are charged against time and materials only.
2. Activity Billing The County does not charge a "set-up" fee but only for actual work performed. This is work performed at the job site only.
3. Emergency Services - Along with the twenty-four (24) hour coverage, the County is involved in most areas of sewer maintenance and has the resources to assist or complete a job in an emergency situation.
4. Reporting - The County will provide updates on activities performed and budgetary information as the City requires. If the need arises, our staff can be present at council meetings or utility meetings if necessary.

I hope these proposals have answered any questions that you have concerning what the County can do in the environmental field.

The Sanitary Engineering Department is very appreciative in being able to have the opportunity to be involved in the new Richfield Village sewer system.

If you have any further questions, please feel free to call at any time.

sincerely yours,


John K. Campbell, Jr.
Manager/Operations & Inspections

RICHFIELD PROPOSAL

<u>YEAR</u>	<u>SEWER DISTRICT #1 (23,779 ft.)</u>		<u>SEWER DISTRICT #2 (15,473 ft.)</u>		<u>SEWER DISTRICT #3 (31,756 ft.)</u>	
	<u>JETTING*</u>	<u>C.C.T.V.**</u>	<u>JETTING</u>	<u>C.C.T.V.</u>	<u>JETTING</u>	<u>C.C.T.V.</u>
	<u>(IN LINEAL FEET)</u>		<u>(IN LINEAL FEET)</u>		<u>(IN LINEAL FEET)</u>	
1990	-0-	-0-	-0-	-0-	7,939	-0-
1991	-0-	-0-	3,868	-0-	7,939	-0-
1992	5,945	-0-	3,868	-0-	15,878	-0-
1993	5,945	-0-	7,736	-0-	15,878	7,939
1994	11,890	-0-	7,736	3,868	15,878	7,939
1995	11,890	5,945	7,736	3,868	15,878	7,939
1996	11,890	5,945	7,736	3,868	15,878	7,939
1997	11,890	5,945	7,736	3,868	15,878	7,939
1998	11,890	5,945	7,736	3,868	15,878	7,939

*JETTING - High Pressure Cleaning

**C.C.T.V. - Closed Circuit Televising

RICHFIELD PROPOSAL

<u>YEAR</u>	<u>JETTING/TELEVISIONING</u>	<u>PUMP STATIONS</u>	<u>TOTAL</u>
1990	\$ 4,445.00	\$21,600.00*	\$26,045.00
1991	\$ 6,615.00	\$30,240.00	\$36,855.00
1992	\$23,993.00	\$30,240.00	\$54,233.00
1993	\$25,249.00	\$30,240.00	\$55,489.00
1994	\$32,830.00	\$30,240.00	\$63,070.00
1995	\$39,340.00	\$30,240.00	\$69,580.00

*Assumes grinder stations require less time to operate and, conversley, a reduction in manpower requirements.

RICHFIELD PROPOSAL

<u>YEAR</u>	<u>SEWER DISTRICT #1</u>		<u>SEWER DISTRICT #2</u>		<u>SEWER DISTRICT #3</u>	
	<u>P.S.*</u>	<u>G.P.**</u>	<u>P.S.</u>	<u>G.P.</u>	<u>P.S.</u>	<u>G.P.</u>
1990	-0-	-0-	-0-	-0-	4	2
1991	-0-	-0-	2	-0-	4	2
1992	1	-0-	2	-0-	4	-0-

*P.S. - Pump Station

**G.P. - Grinder Pump