

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE BETHEL LUTHERAN CHURCH TO PROVIDE SANITARY SEWER SERVICES

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 Bethel Lutheran Church to provide sanitary sewer services to the Church, 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 Korbandar  
Vice President of Council

[Signature]  
Mayor

Dated: 12/5/95

ATTEST:  
Carole Gibson  
Clerk of Council

## AGREEMENT

THIS AGREEMENT made this 8th day of March, 1996, by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, Richfield, Ohio 44286-0387 ("Richfield") and BETHEL LUTHERAN CHURCH, whose address is 3852 Everett Road, Bath, Ohio 44210 ("Property Owner").

WHEREAS, the Village of Richfield has constructed a system of sewer lines; and

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

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

WHEREAS, on the 17th day of January, 1991, the Council of the Village of Richfield enacted Ordinance 5-1991 which provides for a tap-in fee for property owners who wish to tap into the Richfield sewer line; and

WHEREAS, the Property Owner is required to pay a tap-in fee to Richfield; and

WHEREAS, Resolution No. 38-1989 further contains a prohibition against extending sewer lines outside of the Village boundaries; and

WHEREAS, this Council, to the limited extent contained in this Agreement, wishes to waive the provisions of Resolution No. 38-1989 prohibiting extension of sewers outside of the Village boundaries; and

WHEREAS, the Bethel Church understands that, until annexation, the Church will pay the established user fee for users of the sewer outside of the Village in accordance with Ordinance No. 26-1995; and

WHEREAS, Bethel Church understands and agrees that any new property owner connecting to the Village's sanitary sewer system must have its connection metered; and

WHEREAS, Bethel Church understands and agrees that it will initially construct and pay for the boring underneath Everett Road to tap into the Village's sewer line and shall then be reimbursed by the Village for its actual costs of boring up to an amount not to exceed \$3,500 pursuant to Resolution No. 97-1995 after annexation or merger.

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

1. The recitals contained above are hereby incorporated into this Agreement.
2. Richfield shall charge the Property Owner a tap-in fee of \$ 24,840.00 to tap into the Richfield sewer line from its property located at 3852 Everett Road, Bath, Ohio (Permanent Parcel 04-00284 ).
3. The only property to be serviced by the sewer shall be Permanent Parcel 04-00284 which shall bear a street address of 3852 Everett Road, Bath, Ohio. The property serviced by the sewer shall be used for church or single family residential purposes only and shall not be used for any commercial, two family or more residential or apartment purposes prior to merger or annexation without an express written amendment to this agreement which amendment shall be approved by Richfield Council.
4. The Property Owner agrees to abide by all of the rules and regulations set forth for discharges and utilization of the sewer as contained in Ordinance 5-1991 and the rules and regulations of the Village of Richfield as administered by the Service Director. Property Owner agrees to have its connection metered.
5. Richfield and Property Owner agree that Property Owner's property to be serviced by the sewer is located in Bath Township. Property Owner and Richfield agree that servicing of this sole property utilized for church or single family residential purposes only will not constitute a waiver of Richfield's policy not to service properties outside of the Village with Village sewers. To this

extent, Richfield and Property Owner acknowledge that a Petition has been filed with the Summit County Board of Elections to form a Merger Commission to study the possibility of a merger of Bath Township and Richfield. Should the Commission not be authorized by the voters of Bath Township or, after deliberation, should the merger between Bath Township and Richfield not be approved, then Property Owner irrevocably agrees to, at its expense, petition Summit County Council to annex its property (Permanent Parcel No. 04-00284) to the Village of Richfield and to take all necessary steps to pursue annexation of its property to the Village of Richfield. The Village of Richfield agrees that it will take all necessary steps to cooperate with Property Owner to accept the annexation. Property Owner agrees that a material consideration for Richfield to enter into this agreement is the Property Owner's commitment to take all necessary steps to pursue the annexation of its property to the Village of Richfield as set forth in this agreement.

6. 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 borne by the Property Owner.

7. 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, assign or transferor of the contents of this Agreement.

8. 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.

THE VILLAGE OF RICHFIELD

Joseph Rimee

By Donald H. Larsen  
Its Mayor Donald H. Larsen

John M. Manspin

And Eleanor Lukovics  
Its Finance Director Eleanor Lukovics

PROPERTY OWNER

Kathleen C. Burrows

By Laurette McCann  
Its President

Robert H. Hogue

And Robert H. Hogue  
Its Treasurer

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF SUMMIT            )

BEFORE ME personally appeared the above-named BETHEL LUTHERAN CHURCH (Property Owner) by LAURETTE MCCANN, its PRESIDENT and ROBERT HOGUE, its TREASURER who under oath affirmed that the execution of this Agreement is the free act and deed of BETHEL LUTHERAN CHURCH and the free act and deed of them personally.

Stephanie L. Foley  
Notary Public

STEPHANIE L. FOLEY, Notary Public  
State of Ohio  
My Commission Expires July 5, 1996