

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF BATH FOR THE CONSTRUCTION AND MAINTENANCE OF A WATER DISTRIBUTION LINE ON EVERETT ROAD FROM CLEVELAND-MASSILLON ROAD EAST TO THE REVERE HIGH SCHOOL

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

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Township of Bath for the construction and maintenance of a water distribution line in the northern area of Bath Township along the southern right-of-way of Everett Road from approximately Cleveland-Massillon Road east to the Revere High School, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: March 5, 2002

Mayor J. Malone
President of Council

Donald H. Larsen
Mayor

Dated: 3/11/2002

ATTEST:

Carol Gibson
Clerk of Council

Reconsidered
March 19, 2002
of

ROBERT G. KONSTAND
ATTORNEY AT LAW
2500 FIRST NATIONAL TOWER
AKRON, OHIO 44308-1447

ADMITTED TO PRACTICE
OHIO AND FLORIDA

(330) 253-2195

(330) 996-8175

February 22, 2002

Honorable Donald Larson, Mayor
Village of Richfield
P. O. Box 387
4410 West Streetsboro Road
Richfield, Ohio 44286

Re: Everett Road Waterline

Dear Mayor Larson:

Pursuant to our telephone conversation, enclosed herewith please find an original and two copies of the proposed waterline Agreement with paragraph 5 deleted.

Once your Village Council has approved the Agreement and you have signed it, Bath will immediately call a special meeting and approve the Agreement.

Please advise at your convenience as to whether or not the City of Cleveland and the various departments of Summit County and Cuyahoga County have signed off on all of the necessary agreements.

Please also advise as to the anticipated timing of payment of Bath's share of the project in the amount of \$175,000.00.

Thank you very much for your cooperation and attention in this matter.

Very truly yours,

Robert G. Konstand
Attorney at Law

RGK/pl
Enclosure
cc: Bill Snow

AGREEMENT

THIS AGREEMENT made this ____ day of February, 2002, by and between the **TOWNSHIP OF BATH** ("Bath"), and the **VILLAGE OF RICHFIELD** ("Richfield"), all of which are located in Summit County, Ohio, for the mutual benefit of Bath and Richfield.

WHEREAS, Richfield is desirous of obtaining Bath's consent to build, construct, and maintain a water distribution line in the northern area of Bath Township along the southern right of way of Everett Road from approximately Cleveland-Massillon Road east to the Revere High School.

WHEREAS, it is the desire of Bath to retain its present borders and not have any areas annexed by Richfield in perpetuity.

WHEREAS, Bath and Richfield desire to assist in providing water to the Revere School District including the Administration Building, Hillcrest Elementary School, Revere High School, Revere Middle School, and the Bus Transportation Garage.

THEREFORE, IT IS AGREED AS FOLLOWS:

1] Bath does hereby consent to the construction, maintenance, and use by Richfield on the water distribution line from Richfield into Bath Township along the southernmost right of way of Everett Road between Cleveland-Massillon Road and Revere Road pursuant to the attached drawing and/or description referred to as Exhibit "A".

2] As both Bath and Richfield desire to provide water to certain buildings and facilities owned by the Revere School District, including but not limited to, the Administration Building, Hillcrest Elementary School, Revere High School, Revere Middle School, and the Bus Transportation Garage ("**Revere Schools**"). Richfield, Bath and the Revere School District shall all contribute to the cost of said water line. It is agreed that Bath Township shall contribute the total sum of \$175,000.00. It is understood that Richfield by installing the aforementioned water line will provide water service to its residents on the north side of Everett as well as the streets intersecting Everett where the water line exists.

3] In consideration of the promises contained in the foregoing Agreement, including but not limited to, the payment of funds towards the water line by Bath and the consent by Bath for the water line to enter within the Township, Richfield, its successors and assigns, does hereby agree that it will not solicit nor accept any annexation petition and its Village Council and Mayor will not approve any annexation petition from any area of land presently within Bath Township. This provision shall apply to annexation as it presently exists or as amended in the future. It is the intention of the parties that this Agreement will last indefinitely.

4] It is further agreed by the parties that, if any Bath resident desires to tap into the existing water line or any extension thereof, that prior to obtaining the consent of Richfield, the Bath Township property owner shall obtain the written consent of the Bath Sewer and Water Board and the written consent of the Trustees of Bath Township. Bath

will be entitled to the proceeds of any tap in fees and related charges paid by Bath residents for tap-ins in the waterline. These tap-in fees will assist Bath in recouping its payment made to construct the aforementioned water line.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**BATH TOWNSHIP
SUMMIT COUNTY, OHIO**

ELAINA E. GOODRICH, TRUSTEE

WITNESS

DONALD M. JENKINS, TRUSTEE

WITNESS

JAMES N. NELSON, TRUSTEE

**VILLAGE OF RICHFIELD
SUMMIT COUNTY, OHIO**

WITNESS

BY: _____
DONALD LARSON, MAYOR

WITNESS

FINANCE DIRECTOR