

A RESOLUTION ALLOWING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH RICHFIELD NURSING CORP. FOR THE PURPOSE OF A WATER LINE EXTENSION AND DECLARING AN EMERGENCY

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 Richfield Nursing Corp. for the purpose of a water line extension in Brecksville Road, a copy of which agreement 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 peace, health and safety and for the further reason that the contracts are immediately necessary to commence construction of the water line extension; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and immediately after its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: 12-4-90

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Mayor

Dated: 12/4/90

ATTEST:  
  
\_\_\_\_\_  
Clerk of Council

AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1990 by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 ("Richfield") and RICHFIELD NURSING CORP., 23880 Commerce Park Road, Suite 2A, Beachwood, Ohio 44122 ("RNC").

WHEREAS, the Village of Richfield has negotiated with the City of Cleveland to facilitate the extension of a water line south on Brecksville Road from its current terminus to Brush Road; and

WHEREAS, RNC owns and operates the Pine Valley Care Center which will be benefitted by the extension of this water line; and

WHEREAS, in order to extend the water line, it will be necessary for RNC to contribute Eighty-Six Thousand Dollars (\$86,000) to the Village for the water line project, which payments shall be made in six semi-annual installments; and

WHEREAS, Richfield wishes to accept the \$86,000 from RNC to facilitate the water line project in lieu of any additional assessment or tap-in charges to RNC.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Richfield and RNC:

SECTION 1. That RNC will contribute a total of \$86,000 to Richfield for the construction of the water line. Payments will be made in six (6) semi-annual installments of \$14,333.33, the first installment will be due within thirty (30) days of notification by the Mayor of the Village of Richfield that bids have been accepted for the construction of the water line project.

SECTION 2. Richfield shall accept the \$86,000 from RNC and shall apply this money towards the water line construction project. In consideration of the acceptance of this money, Richfield agrees not to levy any tap-in fees or assessment fees against RNC for the extension of the water line project.

SECTION 3. Upon completion of the water line project, it is agreed by and between RNC and Richfield that RNC shall be able to tie in, at its expense, to the water line and shall be able to use the water line upon payment of the usual and customary user charges to the City of Cleveland Division of Water.

IN WITNESS WHEREOF, the parties have set their hands as of the date of place first aforesaid.

VILLAGE OF RICHFIELD

By \_\_\_\_\_  
Its Mayor

And \_\_\_\_\_  
Its Finance Director

RICHFIELD NURSING CORP.

By \_\_\_\_\_  
Its \_\_\_\_\_

And \_\_\_\_\_  
Its \_\_\_\_\_