

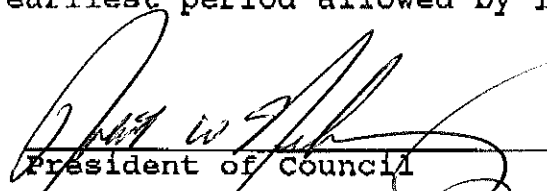
A RESOLUTION ALLOWING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH AKRON GENERAL MEDICAL CENTER FOR THE PURPOSE OF A WATER LINE EXTENSION AND DECLARING AN EMERGENCY

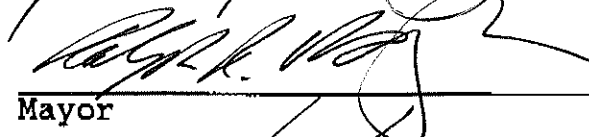
BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1: That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Akron General Medical Center for the purpose of a water line extension in Brecks-ville 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.

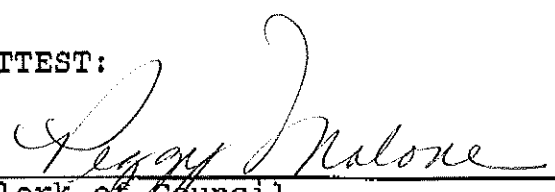
Passed: 11-20-90

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

  
\_\_\_\_\_  
Mayor

Dated: 11/20/90

ATTEST:

  
\_\_\_\_\_  
Clerk of Council

## AGREEMENT

THIS AGREEMENT made this 21<sup>st</sup> day of November, 1990 by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P.O. Box 387, Richfield, Ohio 44286-0387 ("Richfield") and AKRON GENERAL MEDICAL CENTER, 400 Wabash Avenue, Akron, Ohio 44307 ("Akron General").

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, Akron General owns and operates the Family Medicine Center of Richfield, located at 4336 Brecksville Road, Richfield, Ohio 44286, which will be benefited by the extension of this water line; and

WHEREAS, in order to extend the water line, it will be necessary for Akron General to contribute Ten Thousand Dollars (\$10,000.00) to the Village for the water line project; and

WHEREAS, Richfield wishes to accept the \$10,000. from Akron General to facilitate the water line project in lieu of any additional assessment or tap-in charges to Akron General.

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

SECTION 1. That Akron General will contribute \$10,000. to Richfield 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 \$10,000. from Akron General 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 Akron General for the extension of the water line project.

SECTION 3. Upon completion of the water line project, it is agreed by and between Akron General and Richfield that Akron General 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.

SECTION 4. In the event that construction of the water line is not completed by April 30, 1991 Richfield shall return the \$10,000. to Akron General Medical Center.

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

AKRON GENERAL MEDICAL CENTER

By [Signature]  
Its [Signature]

and \_\_\_\_\_  
Its \_\_\_\_\_

VILLAGE OF RICHFIELD

By [Signature]  
Its Mayor

And [Signature]  
Its Finance Director

## 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 AKRON GENERAL MEDICAL CENTER, 400 Wabash Avenue, Akron, Ohio 44307 ("Akron General").

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, Akron General owns and operates the Family Medicine Center of Richfield, located at 4336 Brecksville Road, Richfield, Ohio 44286, which will be benefited by the extension of this water line; and

WHEREAS, in order to extend the water line, it will be necessary for Akron General to contribute Ten Thousand Dollars (\$10,000.00) to the Village for the water line project; and

WHEREAS, Richfield wishes to accept the \$10,000. from Akron General to facilitate the water line project in lieu of any additional assessment or tap-in charges to Akron General.

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

SECTION 1. That Akron General will contribute \$10,000. to Richfield 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 \$10,000. from Akron General 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 Akron General for the extension of the water line project.

SECTION 3. Upon completion of the water line project, it is agreed by and between Akron General and Richfield that Akron General 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.

SECTION 4. In the event that construction of the water line is not completed by \_\_\_\_\_ Richfield shall return the \$10,000. to Akron General Medical Center.

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

AKRON GENERAL MEDICAL CENTER

VILLAGE OF RICHFIELD

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

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

and \_\_\_\_\_  
Its \_\_\_\_\_

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