

RESOLUTION NO. 637 CMS

RESOLUTION APPROVING THE AGREEMENT WITH THE
LORAIN COUNTY JOINT VOCATIONAL SCHOOL REGARDING
SANITARY SEWER EXTENSION.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City
of Oberlin, Lorain County, Ohio, five-sevenths (5/7ths) of all
members elected thereto concurring:

SECTION 1. That the Agreement approved by the Lorain
County Joint Vocational School on February 11, 1971, for the ex-
tension of the sanitary sewer southerly to said Vocational School
is herewith approved.

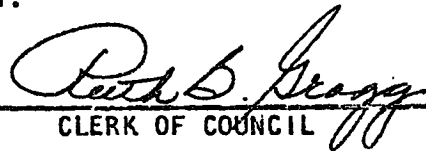
SECTION 2. That the City Manager of the City of Oberlin,
Ohio, be authorized to execute said Agreement on behalf of the City
of Oberlin, Ohio.

SECTION 3. This Resolution is hereby declared to be an
emergency measure necessary for the public welfare, to-wit:

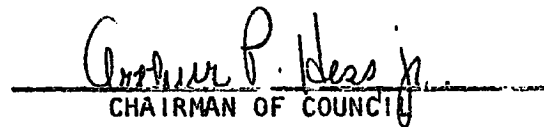
To protect the City water supply
and shall take effect immediately upon passage.

PASSED: 3/15/71

ATTEST:



CLERK OF COUNCIL



CHAIRMAN OF COUNCIL

POSTED: 3/18/71

AGREEMENT

An AGREEMENT made and entered into this day of
 , 1971, by and between THE CITY OF OBERLIN, a Muni-
cipal Corporation, hereinafter called CITY, and THE LORAIN COUNTY
JOINT VOCATIONAL SCHOOL DISTRICT, hereinafter called SCHOOL,

WITNESSETH:

WHEREAS, the City operates a sanitary waste disposal
system primarily within the City of Oberlin, Ohio, and

WHEREAS, the School is in the process of constructing a
Joint Vocational Education School on Route 58, South of the Corpor-
ate limits of the City of Oberlin, and

WHEREAS, the School is interested in arranging for
sanitary sewer services for said school building, and the City is
willing to have said School tied into the existing sanitary sewer
system under certain conditions.

NOW, THEREFORE, it is agreed by the parties hereto as
follows:

1. The City shall cause the necessary plans, specifi-
cations and estimates of cost necessary to advertise for
bids for an extension of their existing sanitary sewer system
to the property owned by the School, Southerly along the
right-of-way along State Route 58, and when said plans and
specifications are so prepared, will advertise for bids for
the project.

2. It is estimated that it will be necessary to put
one or more lift stations in said project and that oversize
pipes will be laid to accommodate future connections to said
sewage system.

3. The City shall secure permission from the State of
Ohio Highway Department to install said sewer line.

4. When construction bids have been received, both
City and School shall review them, and if they are accept-
able to both parties, City shall award the contract, the cost
of said contract to be paid as follows:

- a. City shall pay for the cost of lift stations and
the additional pipes sized over 8 inches.
- b. School shall pay for the installation of 8-inch
pipe size, engineering services, and shall deposit
said sum with the City prior to the execution of
the Contract by the City Manager.

5. The total project cost as referred to hereafter, shall include the engineering services, the cost of 12-inch pipe line, and the cost of the lift stations.

6. The line and lift stations shall be the property of the City upon installation.

7. The total cost of the project as defined in Item 4(a) and (b) and 5 above, shall be filed with the City, and when future connections to the referenced sanitary sewer are permitted, whether inside or outside the City Limits, the City shall collect a tap-in charge based as follows:

a. For property fronting on State Route 58 to service a building not more than 200 feet from State Route 58, a proportionate charge of the project cost on a front-footage basis.

b. For property upon which a building is to be located more than 200 feet from State Route 58, a charge based upon the benefit to the property being serviced, said charge also to be based upon the total project cost.

c. In addition, the usual ordinary charges for the connection shall be made in accordance with the City Schedule, and shall be collected.

8. The City, after collecting the charges, shall first recover their advancements for said sewer line, and then shall forward to the School the balance of monies collected until their advancements less the cost of the front footage charged against said School, at which time any additional monies collected by the City shall be deposited in the City Sanitary Sewer Fund.

9. School further agrees to pay for the cost of extending said sewer Southerly to the SouthWesterly corner of the School's property if requested to do so by the City.

10. School further agrees to sign an annexation petition for their property if presented to them.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicate copies hereof the day and year first above written.

In presence of:

APPROVED: *[Signature]*
City Solicitor, City of Oberlin

[Signature]
Lorain County Prosecutor

CITY OF OBERLIN, OHIO

By: *[Signature]*
City Manager

LORAIN COUNTY JOINT VOCATIONAL
SCHOOL DISTRICT

By: *[Signature]*
Clerk