

**AN ORDINANCE AUTHORIZING A STARK COUNTY AND VILLAGE OF BREWSTER
SANITARY SEWER AGREEMENT 2019 TO ACCEPT AND TREAT SANITARY SEWAGE
AND WASTES COLLECTED IN THE JUSTUS AVENUE AND KELLER AVENUE AREA**

WHEREAS, Stark County has, under authority of Ohio Revised Code Chapter 6117, heretofore established Stark County Metropolitan Sewer District for the purpose of preserving and promoting the public health and welfare, the boundaries thereof being comprised of all of the unincorporated territory in the County, together with the Villages of East Sparta, Hills and Dales and Meyers Lake and the County portion of the Village of Magnolia, Village of Waynesburg, Village of East Canton; and

WHEREAS, the Village of Brewster owns and operates a sanitary sewerage system, which includes a wastewater treatment plant and a sewage collection system and appurtenances; and

WHEREAS, Stark County desires to provide sewer service to the residents in portions of the County in Sugar Creek Township near Brewster as wastes from such residents are currently being treated through failing septic systems as identified by the Stark County Health Department and a 2016 study by the Northeast Ohio Four County Planning Agency (NEFCO); and

WHEREAS, Stark County has previously determined to implement certain of the recommendations contained in the study by constructing certain sanitary sewer facilities in the vicinity of Justus Avenue and Keller Avenue, within that portion of the Stark service area described in Exhibit A (hereinafter referred to as the Project Area) of the Stark County and Brewster Village Sanitary Sewer Agreement 2019, for delivery of the sanitary sewage and wastes collected thereby to Brewster's sewerage system; and

WHEREAS, Brewster and Stark have preliminarily determined that implementation of the recommendations will be best accomplished by the construction of sewerage collection facilities by Stark County, with construction costs to be assessed by Stark County over the life of the assessment period, followed by conveyance of the Project area to Brewster at the end of the assessment period in exchange for the operation, maintenance, repair and replacement by Brewster and other considerations set forth below; and

WHEREAS, Stark County agrees, at its sole cost to construct, test, and inspect the sewers built in the Project area. Stark County will assess property owners for the cost of said sewers according to Stark's assessment resolutions and policies. Stark County shall include in its construction contract a minimum construction warranty period of one year, to be administered by Stark County during the warranty period. Stark County shall retain ownership of the Project, collect assessments and make any payments associated with the cost of constructing sewers in the Project area. Stark County shall transfer ownership of the Project to the Village after the time period in which assessments are to be collected has expired, and

WHEREAS, Brewster has expressed willingness to operate and maintain the Project constructed under the agreement as they do sewers within the Village, and to invoice customers served by the Project in the same manner and at the same rate as they would Village sanitary sewer customers; and

WHEREAS, Brewster, acting under authority of Article XVIII of the Ohio Constitution and the Ohio Revised Code, and Stark, acting under the authority of the Ohio Revised Code, particularly Chapters 307 and 6117 thereof, are fully empowered to enter into this Agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BREWSTER, THAT:

SECTION 1: The Village of Brewster agrees to the terms of the Stark County and Brewster Village Sanitary Sewer Agreement 2019 to accept and treat the sanitary sewage and wastes collected in the Project area in the Justus Avenue and Keller Avenue area as defined in Exhibit A of the Agreement.

SECTION 2: The Village Administrator and Village Solicitor are authorized and directed to execute said agreement with Stark County. An executed copy of the Agreement shall be kept on file in the Village Clerk-Treasurer's Office.

SECTION 3: This ordinance shall be in full force and effect at the earliest date provided by law.

Mayor Michael E. Schwab

ATTEST:

Village Clerk Treasurer K. Kris King

CERTIFICATE

I, K. Kris King, hereby certify that the above is a true copy of an ordinance passed at a regular meeting of the Brewster Village Council held on May 6, 2019.

Clerk K. Kris King

I, K. Kris King, Clerk of the Council of the Village of Brewster, State of Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by Council as follows: Office of Brewster Utilities, Belloni's IGA, Brewster Federal Credit Union, Post Office and Brewster Laundromat.

Clerk K. Kris King