

VILLAGE OF PENINSULA
RESOLUTION NO. 2-2015
INTRODUCED BY Carol Kramer
DATE PASSED Jan 26, 2015

A RESOLUTION TO ESTABLISH A JOINT AGREEMENT WITH THE VILLAGE OF BOSTON HEIGHTS, OHIO FOR THE EXCHANGE OF SERVICES TO MAINTIAN AKRON PENINSULA ROAD BETWEEN BOSTON MILLS ROAD IN THE VILLAGE OF BOSTON HEIGHTS AND THE END OF THE ROADWAY WITHIN THE VILLAGE OF PENINSULA, OHIO.

WHEREAS, the Village Council has determined it is in the best interest of the Village of Peninsula to enter into an agreement with the Village of Boston Heights of Peninsula, Ohio to maintain the section of Akron Peninsula Road between the Boston Mills Road and the end of the roadway within the village of Peninsula, Ohio.

NOW THEREFORE BE IT ORDANIED by the Council of the Village of Peninsula, Summit County, Ohio to wit:

Section 1. that the Mayor of the Village of Peninsula, Ohio is hereby authorized to enter into an agreement with the Village of Boston Heights, Ohio to jointly maintain a part of the Akron Peninsula Road under the terms and conditions set forth in the Agreement attached as Ex. A.

Section 2. that this Council hereby finds and determines that all formal actions relative to the adoption of the Ordinance were taken in an open meeting of this Council and that all deliberation of this Council which resulted in formal actions were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3. that this Ordinance is hereby declared to be an emergency measure necessary for the immediate conformity with Ohio Revised Code Section 4511.204 and preservation of the public peace, health, safety of the village residents and shall therefore take effect and be in force from and immediately after passage.

Effective Date Jan 26, 2015

PASSED:

[Signature]
MAYOR

ATTEST

[Signature]
FISCAL OFFICER

I, John Stresel, Fiscal Officer for the Village of Peninsula, Summit County, Ohio do hereby certify that the foregoing legislation was duly passed by the Council of the Village of Peninsula, Ohio on this 26 day of January, 2015.

[Signature]
Fiscal Officer



RECIPROCAL SERVICE AGREEMENT

This RECIPROCAL SERVICE AGREEMENT (Agreement) is hereby made between the VILLAGE OF PENINSULA, OHIO (Peninsula) and the VILLAGE OF BOSTON HEIGHTS, OHIO (Boston Heights) this _____ day of _____ for the exchange of maintenance services for a portion of Akron Peninsula Road for the year 2015.

TERMS

This is an annual agreement for the year 2015 between Peninsula, Ohio and Boston Heights, Ohio for snow removal by Boston Heights and mowing by Peninsula on a portion of Akron Peninsula Road between Boston Mills Road and the end of the roadway within the corporation limits of Peninsula, Ohio.

Boston Heights, Ohio is responsible for snow and ice removal within the designated area during the winter months.

Peninsula, Ohio is responsible for mowing within the designated area on both sides of the ditches at least three times per mowing season.

Both municipalities agree that these services are on a reciprocal basis, with no monetary exchange between municipalities.

Each municipality is responsible for equipment and maintenance of that equipment necessary to do the designated maintenance of the road.

Any and all liability is to the individual municipality performing the service, and will not attach to the other municipality.

This is an annual agreement, and will renew automatically, unless either party gives thirty(30) day written notice to terminate this agreement.

This agreement can be modified in writing with the written agreement of both parties.

This document represents the entire agreement.

MAYOR WILLIAM GONCY

DATE:

MAYOR DOUGLAS MAYER

DATE: