

13-081

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF TWINSBURG  
AND THE COUNTY OF SUMMIT DATED NOVEMBER 8, 2002**

This Second Amendment to the Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the County of Summit, Ohio ("County"), an Ohio political subdivision acting by and through its Executive, and the City of Twinsburg, Ohio ("City") an Ohio municipality acting by and through its Mayor.

Whereas, the parties entered into a Sewage Treatment Agreement on November 8, 2002 ("Agreement"); and

Whereas, on or around July 19, 2006, the parties entered into an Amendment to the Agreement adding territory that will be served under the Agreement; and

Whereas, a residential development that will be known as the Steffan Woods Subdivision, currently located in the County's sewer district and defined in Exhibit '2', is more practically served by the City for its sanitary sewer needs; and

Whereas, pursuant to Section 12.3 of the Agreement, the parties may modify the Agreement by written amendment signed by the parties; and

Whereas, the parties now desire to include the Steffan Woods Subdivision in the area served by the City in the Agreement;

NOW, THEREFORE, the following amended terms and conditions shall apply to the Agreement:

1. The Steffan Woods Subdivision, defined in Exhibit 2 attached to this Second Amendment, shall become part of the areas served under the Agreement, as amended. To that end, the Second sentence of Section 1.1 is deleted in its entirety and replaced with the following sentence: "The County or permit holders authorized by the County are hereby granted the right to cause sanitary sewage to flow into Twinsburg's lines for introduction to Twinsburg's treatment plant within the District defined in the maps attached hereto, incorporated by reference herein and identified as Exhibits 'A' and 'B', Exhibit '1' attached to and incorporated in the Amendment dated on or around July 19, 2006, and Exhibit '2' attached to the Second Amendment of this Agreement."
2. Section 5.3 is deleted in its entirety and replaced with the following sentence: "County will own, operate and maintain the gravity lines within the Willowbrook Subdivision as set forth in Exhibit 'B' attached hereto, the gravity lines within the Kensington Reserves Subdivision as set forth in Exhibit '1', and the gravity lines within the Steffan Woods Subdivision as set forth in Exhibit '2'."
3. County will not be responsible for paying any fees, including but not limited to Twinsburg Tap-in fees, other than those stated in the Agreement. The developer of the Steffan Woods Subdivision, The Drees Company, and/or its assigns of the sub lots in said subdivision, as appropriate, shall be responsible to pay Twinsburg tap-in fees. County shall include a provision

in its developer agreement with Drees Company requiring Drees Company and/or its assigns to agree to pay Twinsburg its appropriate tap-in fees before a connection permit is issued.

4. All other terms and conditions of the Agreement not expressly modified and revised shall remain in full force and effect.

Intending to be legally bound, the parties have signed this Second Amendment to the Agreement between the City of Twinsburg and the County of Summit as of the date first set forth above.

CITY OF TWINSBURG

COUNTY OF SUMMIT

By: \_\_\_\_\_  
Katherine A. Procop, Mayor

By: \_\_\_\_\_  
Russell M. Pry, Executive

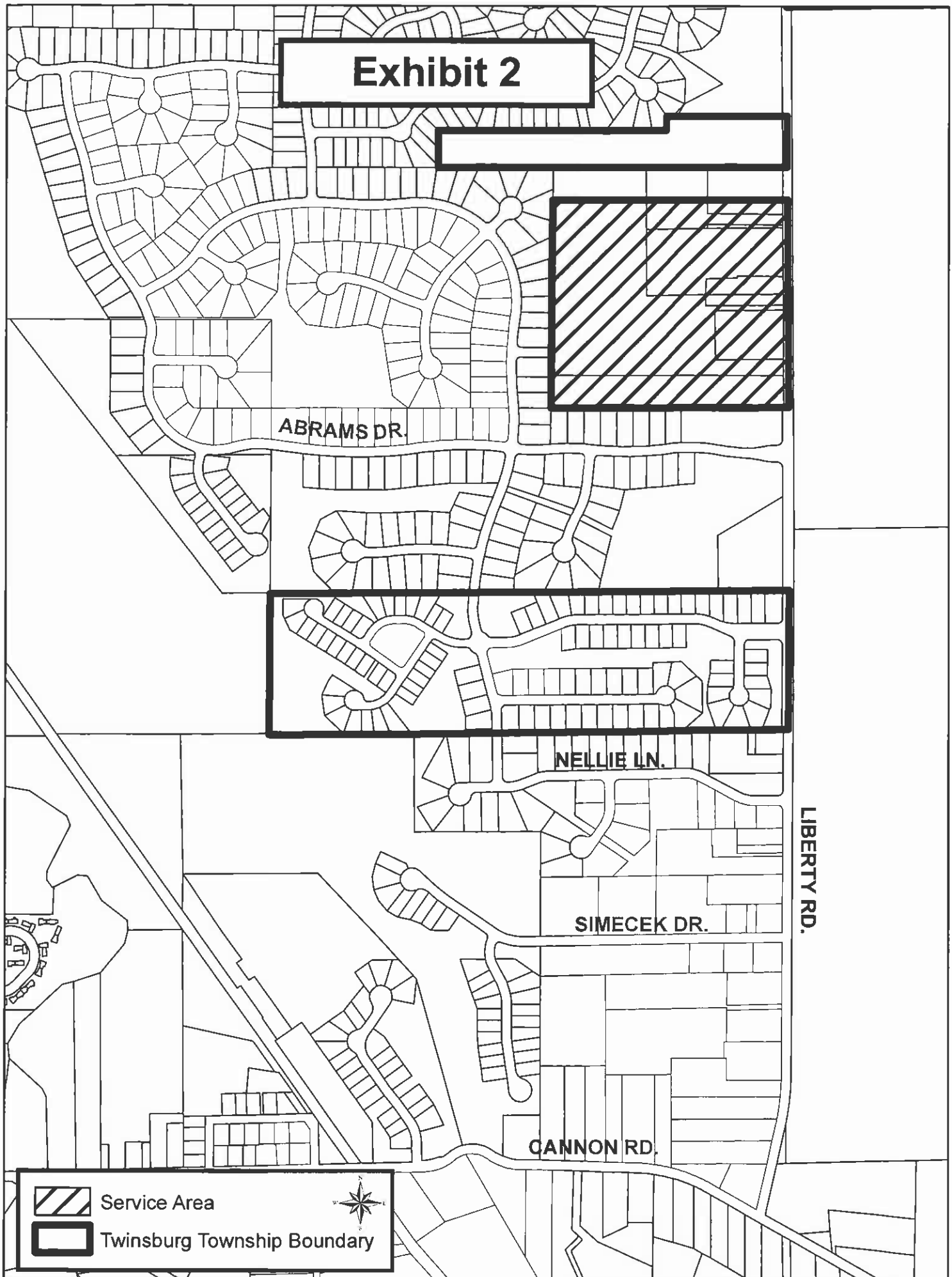
Approved as to legal form:

Approved as to legal form:

\_\_\_\_\_  
David M. Maistros  
Director of Law

\_\_\_\_\_  
Deborah S. Matz, Director  
Department of Law, Insurance  
and Risk Management

# Exhibit 2



Service Area



Twinsburg Township Boundary