

**Cooperative Funding Intergovernmental Agreement**  
**between**  
**County of Summit, Ohio**  
**and**  
**Boston Township**  
**for**  
**Sanitary Sewer Infrastructure Improvements**

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**This Cooperative Funding Intergovernmental Agreement** (“Agreement”) is entered into effective on the date signed by the County Executive, by and between the **County of Summit, Ohio** (“County”), an Ohio charter county, with its principal place of business located at 175 S. Main Street, 8th Floor, Akron, Ohio 44308, on behalf of its Department of Sanitary Sewer Services (“DSSS”) and **Boston Township, Ohio** (“Township”), an Ohio township, with its principal place of business located at 1775 Main Street, P.O. Box 123, Peninsula, Ohio 44264 (hereinafter collectively referred to as the “Parties”).

**RECITALS:**

**WHEREAS**, the County and the Township desire to extend sanitary sewer services with sanitary sewer infrastructure improvements on Akron-Cleveland Road (“Q-165-1 Project”) to provide service to Boston Township and support further residential and commercial/industrial growth in the area as depicted on the drawing attached and incorporated herein as Exhibit A (“Sanitary Sewer Services”);

**WHEREAS**, the Q-165-1 Project is necessary in order to promote economic development through the retention/creation of business and to alleviate potential concerns regarding the impact of failing septic systems. The Sanitary Sewer Services improvements are necessary in order to provide an adequate minimum level of service to existing residents/businesses of the Township as well as to support further residential and commercial growth in the area and is not likely to be undertaken with a private funding source;

**WHEREAS**, the sewer infrastructure project in the Township is a necessary investment to provide the public with an essential service. The Q-165-1 Project shall provide wastewater treatment that is designed to manage updated estimated flow rates and comply with the Clean Water Act requirements;

**WHEREAS**, the Township desires to proceed under the direction of DSSS for the construction of the Sanitary Sewer Services improvements. DSSS will lead the construction of the Q-165-1 Project which includes but is not limited to DSSS awarding and executing a construction contract in accordance with the Codified Ordinance of Summit County and DSSS undertaking the supervision and inspections related to the construction of the Q-165-1 Project;

**WHEREAS**, the cost for construction for Q-165-1 Project has a current estimated cost of Three Million Five Hundred Thousand Dollars (\$3,500,000.00) and the final construction cost shall be determined upon the construction completion that is estimated to be by the end of 2024;

**WHEREAS**, the parties agree that the Q-165-1 Project shall be funded by a local share contribution from the Township for a total amount of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) which includes the Township's contribution of Seventy-Five Thousand Dollars (\$75,000.00) and certain benefited property owners' contribution of One Hundred Ten Thousand Dollars (\$110,000.00); and the County shall provide One Million Two Hundred Thousand Dollars (\$1,200,000.00) from available American Rescue Plan Act funds and the remaining balance of Two Million One Hundred Fifteen Thousand Dollars (\$2,115,000.00) shall be from other DOSSS funding sources, which may include State of Ohio Water Pollution Control Loan Funds;

**WHEREAS**, the County is authorized to enter into this Agreement and shall obtain legislative approval if required pursuant to the Codified Ordinance of Summit County Section 177.21(b); and

**WHEREAS**, the Township is authorized to enter into this Agreement and shall obtain legislative approval from the Board of Trustees to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth herein, and for other good and valuable considerations, the County and the Township agree as follows:

**SECTION 1.**

The Recitals set forth above are incorporated into this Agreement.

**SECTION 2.**

- A. The Township desires to proceed under the direction of DSSS for the construction of the Sanitary Sewer Services improvements for the Q-165-1 Project as depicted in Exhibit A.
- B. The Township agrees to cooperate fully and assist DSSS in taking the lead in the construction of the Sanitary Sewer Services improvements for the Q-165-1 Project.
- C. The Township agrees to timely pay its local share contribution in the total amount of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) to the County as provided in this Agreement upon completion of the Q-165-1 Project.
- D. Both Parties understand and agree that the provisions of this Agreement are contingent upon the availability of funds.

**SECTION 3.**

It is mutually understood and agreed that in order to proceed under the terms of this Agreement, the Parties shall adopt legislation from their governing bodies that authorizes their duly authorized

representatives to execute any ordinance, resolution, agreements or other documents necessary and to appropriate the necessary funds to comply with this Agreement.

**SECTION 4.**

This Agreement represents the entire agreement between the parties and supersedes all prior verbal or written negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by all parties.

**SECTION 5.**

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and under the jurisdiction of a Court in Summit County, Ohio.

**SECTION 6.**

The Parties agree that neither party has the power or authority to bind the other party to contracts or other obligations.

**SECTION 7.**

The Parties agree that each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, both the County and the Township agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

**SECTION 8.**

In the event of a conflict between the terms and provisions of this Agreement and any exhibit hereto, the terms and provisions of this Agreement shall control.

**SECTION 9.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

**SECTION 10.**

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**SECTION 11.**

This Agreement is not binding upon the Township unless executed in full and is effective as of the date signed by the County Executive.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have executed this Agreement effective on the date signed by the County Executive.

**Boston Township**

Approved as to form:

By: \_\_\_\_\_  
Amy Anderson, Trustee and Chair

\_\_\_\_\_  
Al Schrader, Law Director

By: \_\_\_\_\_  
Randy Bergdorf, Trustee and Vice Chair

By: \_\_\_\_\_  
Bill Clifton, Trustee

Date: \_\_\_\_\_

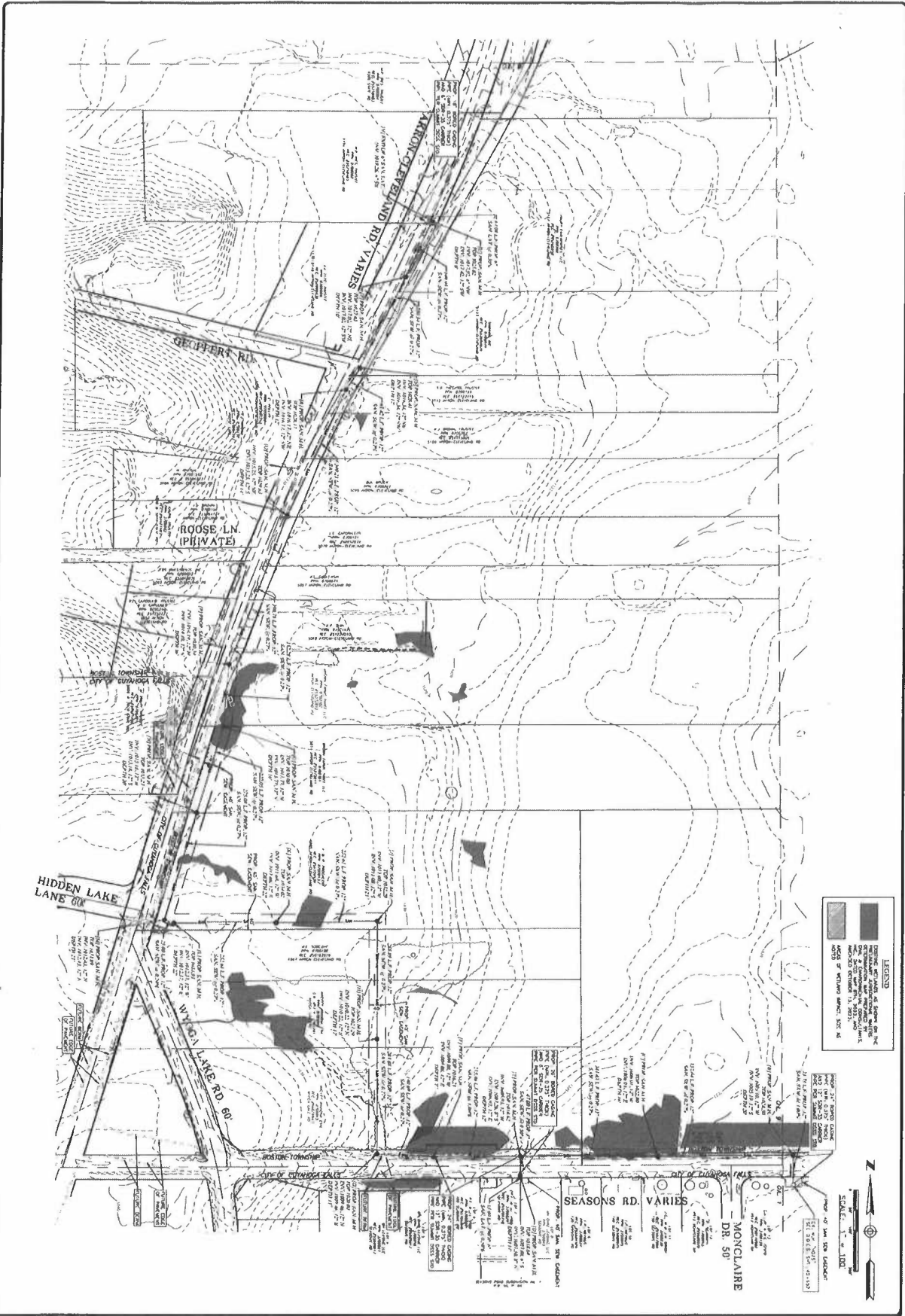
**County of Summit, Ohio**

Approved as to form:

By: \_\_\_\_\_  
Ilene Shapiro, Executive

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

Date: \_\_\_\_\_



AKRON-CLEVELAND ROAD SANITARY SEWER EXT.  
 D.O.E.S. PROJECT NO. 0-185  
 STOW, OHIO  
 OVERALL GENERAL PLAN

COUNTY OF SUMMIT  
 DEPARTMENT OF ENVIRONMENTAL SERVICES  
 2525 STATE ROAD  
 CUYAHOCA FALLS, OHIO 44223-1602

**GBC DESIGN, INC.**  
 565 White Pond Dr.  
 Akron, OH 44310  
 Phone 330-636-0125 Fax 330-636-8787

REVISIONS