

VILLAGE OF BOSTON HEIGHTS
45 E. Boston Mills Road
Hudson, OH 44236

SPECIAL COUNCIL MEETING

March 27, 2012 at 6:30 PM

AGENDA

ROLL CALL
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA

RESOLUTION K-2012 A RESOLUTION AUTHORIZING THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH DOROTHY M. SOLES REGARDING CERTAIN CEMETERY LOTS AND DECLARING AN EMERGENCY

**** FIRST READING ****

RESOLUTION L-2012 A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE CITY OF MACEDONIA REGARDING JAIL AND BOARDING SERVICES FOR PRISONERS AND DECLARING AN EMERGENCY

**** ADOPTED AS AMENDED: RES 12-2012 ****

RESOLUTION M-2012 A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE CITY OF MACEDONIA REGARDING EMERGENCY DISPATCH SERVICES AND DECLARING AN EMERGENCY

**** ADOPTED AS AMENDED: RES 13-2012 ****

RESOLUTION N-2012 A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH SUSAN M BELAIR REGARDING A CERTAIN CEMETERY LOT AND DECLARING AN EMERGENCY

**** ADOPTED: RES 14-2012 ****

RESOLUTION O-2012 A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE SUMMIT SOIL & WATER CONSERVATION DISTRICT AND DECLARING AN EMERGENCY

**** ADOPTED: RES 15-2012 ****

RESOLUTION P-2012 A RESOLUTION AUTHORIZING THE
CLERK-TREASURER OF THE VILLAGE OF
BOSTON HEIGHTS TO ADVERTISE FOR THE
POSITION OF ASSISTANT CLERK OF COURTS FOR
THE YEAR 2012 AND DECLARING AN
EMERGENCY

**** ADOPTED AS AMENDED: RES 16-2012 ****

ADJOURN

CAROL ZEMAN, CLERK-TREASURER

A RESOLUTION AUTHORIZING THE MAYOR OF THE
VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN
AGREEMENT WITH DOROTHY M. RE: CERTAIN
CEMETERY LOTS AND DECLARING AN
EMERGENCY.

WHEREAS; the Village of Boston Heights and Dorothy M. Soles have reached an agreement with respect to Garden of Angels Cemetery Lot Numbers 30, 39, and 40; and,

WHEREAS; the Village of Boston Heights and Dorothy M. Soles desire to resolve any and all outstanding claims and liabilities between the parties related to the aforesaid Garden of Angels Cemetery Lots;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Ohio as follows:

Section 1: That the Mayor of the Village of Boston Heights is hereby authorized to enter into a contract with Dorothy M. Soles with respect to Garden of Angels Cemetery Lot Numbers 30, 39, and 40. Said contract is attached hereto as Exhibit "A."

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the continued operations of the Village departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution __-2012 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on this 27th day of March, 2012.

VILLAGE OF BOSTON HEIGHTS

**AGREEMENT WITH RESPECT TO
GARDEN OF ANGELS CEMETERY LOTS 30, 39, AND 40**

THIS PURCHASE AGREEMENT (the "Agreement") is entered into as of the ____ day of March, 2012 between the Village of Boston Heights and the Fairview Cemetery Trustees, 45 East Boston Mills Road, Hudson, Ohio, 44236 (hereinafter "the Village") and Dorothy M Soles, 1093 E. Parkway, Akron, Ohio 44312.

RECITALS

WHEREAS, Dorothy M. Soles attempted to purchase Lots 30, 39, and 40 of the Garden of Angels Portion of Fairview Cemetery during September, 2007 and now wishes her funds to the Village be returned;

WHEREAS, it has been the Village's policy and is now law that the graves in the Garden of Angels Portion of the Fairview Cemetery shall not to pre-sold and must be sold in succession;

WHEREAS, pursuant to Resolution No. __-2012 passed March 27, 2012, the Village Council has authorized the Mayor to execute this Agreement;

WHEREAS, the parties hereto desire to resolve and settle all legal issues related to these matters;

NOW, THEREFORE, it is agreed:

1. **PROPERTY:** Dorothy M. Soles agrees to sell and the Village agrees to buy Garden of Angels Lots 30, 39, and 40. The property shall include the land, all easements, hereditaments, appurtenances and permanent fixtures thereunto belonging in their present condition.

2. **CONSIDERATION:** Once this Agreement has been signed by Dorothy M. Soles, the Village shall pay Dorothy M Soles the sum of One Hundred and Five and no/00 Dollars (\$105.00), the receipt and sufficiency of which is hereby acknowledged by Dorothy M Soles. The amounts stated herein are in full consideration for this Agreement and the parties voluntarily accept said sums for the purpose of making the full and final compromise adjustment and settlement.

3. **MUTUAL RELEASE:** The parties hereto, and on behalf of themselves and their respective agents, successors, heirs, executors, administrators, employees and assigns do hereby release and hold harmless, cancel, forgive and forever discharge the other parties hereto, their respective successors and assigns, officers, partners, agents, employees, and attorneys,

Res K-2012 Exhibit A

representatives, and agents from all actions, claims, demands, damages, obligations, liabilities, controversies and executions of any kind or nature whatsoever, including but not limited to those matters arising out of the purchase of Garden of Angels Lots 30, 39, and 40, whether such claims arose at law or in equity, whether known or unknown, matured or immature, director, contingent, whether liquidated or unliquidated, whether suspected or not, which have arisen, may have arisen and/or shall arise by reason of any matter caused whatsoever from the first day of the world to and including the date of this Agreement.

4. **NO ADMISSION.** It is further understood and agreed by all parties that payment and acceptance of the aforementioned sum is for any claim and the payment of said sum is not an admission of responsibility, liability, coverage by any party.

5. **OPPORTUNITY TO INVESTIGATE AND NO DURESS.** The parties further acknowledge that each of them has fully executed this Agreement after an infinite investigation without any duress or undue influence, that each has had the opportunity to seek the advice of defending counsel and that each understands the contents herein.

6. **CONSTRUCTION.** The parties also acknowledge that in the event of any misunderstanding, ambiguity or dispute concerning this Agreement's provisions or interpretation, no rule of construction shall be applied that will result in having this Agreement interpreted against or in favor of any party by virtue of the identity, interest or affiliation of its preparer.

7. **CONTROLLING LAW AND VENUE.** This Agreement is governed by the laws of the state of Ohio and hereunder shall be litigated in the courts situated in Summit County, Ohio.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. There are **NO OTHER** conditions, representations, warranties or agreements, expressed or implied.

9. **PARTIES BOUND AND BENEFITED.** The agreement resulting from the acceptance of this offer shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns. Dorothy M. Soles shall have no right to assign this Agreement without the express written consent of the Village Solicitor and Village Mayor.

10. **CONDITION OF PROPERTY:** It is expressly agreed and understood that the Village is purchasing the property in its **"AS IS" present physical condition.** The Village waives and releases any claim it has or may have against Dorothy M. Soles relating in any way to the condition of the subject Garden of Angels Lots and anything thereon or therein.

11. **WARRANTY AS TO UNDERSTANDING.** The parties hereby declare that each has read this Agreement, has had sufficient time to review with the assistance of counsel, and fully understand the terms of the same.

Res K-2012 Exhibit A

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the ____ day of March, 2012.

DOROTHY M. SOLES

VILLAGE OF BOSTON HEIGHTS
By: _____
HONORABLE BILL GONCY
MAYOR

Approved as to form:

MARSHAL M. PITCHFORD
SOLICITOR
VILLAGE OF BOSTON HEIGHTS

RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH THE CITY OF MACEDONIA REGARDING JAIL AND BOARDING SERVICES FOR PRISONERS AND DECLARING AN EMERGENCY.

WHEREAS; the City of Macedonia currently provides jail and other boarding services for prisoners; and,

WHEREAS; the Village of Boston Heights desires to contract with the City of Macedonia for jail and boarding services for prisoners; and,

WHEREAS; both the City of Macedonia and the Village of Boston Heights are desirous of establishing a jail and other boarding services contract; and,

WHEREAS; the Village of Boston Heights recognizes that this service contract will enable the Village of Boston Heights to spend its resources in a manageable way and with certainty; and,

WHEREAS; this agreement will allow the Village of Boston Heights to immediately preserve the public peace, health, safety, convenience and welfare of its taxpayers and the inhabitants thereof;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Ohio as follows:

Section 1: That the Mayor of the Village of Boston Heights is hereby authorized to enter into a contract with the City of Macedonia regarding jail and boarding services for prisoners. Said contract is attached hereto as Exhibit "A."

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the continued operations of the Village departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution __-2012 was duly passed by the Council of this Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on the 27th day of March, 2012.

Res L-2012 Exhibit A (Amended)

AGREEMENT FOR THE BOARDING OF PRISONERS BETWEEN THE CITY OF MACEDONIA AND BOSTON HEIGHTS

This Agreement is entered into on the _____ day of _____, 2012 between the City of Macedonia, Ohio and Boston Heights, Ohio.

WHEREAS, Boston Heights wishes to enter into an Agreement with Macedonia for the confinement of its prisoners convicted of violations of state law or local ordinance, or who are awaiting hearing for those violations, or awaiting trial of any of those violations; and

WHEREAS, Macedonia has been authorized by its Council pursuant to ordinance to enter into an Agreement with Boston Heights for the confinement of Boston Heights prisoners and, likewise, Boston Heights has been authorized by its Council by ordinance to enter into this agreement with Macedonia

THEREFORE, it is mutually agreed between Macedonia and Boston Heights as follows:

I RECEPTION OF PRISONERS. Subject to the availability of space, Macedonia shall provide custody, supervision and confinement to Boston Heights prisoners in the Macedonia City Jail. The Macedonia Chief of Police retains the discretion and authority to refuse or accept or to release any Boston Heights prisoner when in his judgment, this act is necessary in order to comply with any order of a court of competent jurisdiction or meet the requirements of minimum standards for jails promulgated by the Ohio Department of Rehabilitation and Corrections.

Boston Heights will fingerprint and process its prisoners before being delivered to the Macedonia jail. Any and all alcohol tests of Boston Heights prisoners will be performed on those prisoners prior to their delivery to the Macedonia jail. All prisoners will be subject to the

Res L-2012 Exhibit A (Amended)

Macedonia Police Department jail admissions standards. A copy of those standards will be provided to Boston Heights by Macedonia.

II PAYMENT FOR CONFINEMENT SERVICES. Boston Heights agrees to pay Macedonia for confinement of its prisoners as follows:

From the date of the execution of this Agreement until and including December 31, 2012, Boston Heights will pay Macedonia the sum of Eighty Five Dollars (\$85.00) per day for each prisoner as full compensation for feeding, supervising, confining and boarding. Confinement begins when the prisoner is booked and ends when the prisoner is discharged. The number of days Boston Heights will be billed for a prisoner's incarceration shall be determined by the number of days recorded as time served for that prisoner by the Macedonia Jail Registrar. Prisoners who are incarcerated for over 8 hours will result in a charge for a full day. Prisoners incarcerated for less than 8 hours will result in a charge of one-half (1/2) of the daily rate being assessed to Boston Heights.

For each subsequent year of this contract, Macedonia may adjust the billing rate referred to above after providing not less than 60 days written notice to Boston Heights prior to the effective date of the rate change. Boston Heights shall either accept or refuse the rate adjustment and provide Macedonia written notice thereof no later than 30 days from the receipt of Macedonia's intent to adjust rates.

III MEDICAL EXPENSES. Boston Heights agrees to pay a physician for any medical costs incurred by its prisoners while incarcerated at the Macedonia jail. Boston Heights further agrees to pay or reimburse Macedonia for any expenses it incurs in rendering or securing other medical, surgical, dental or mental health services, including medicines and surgical

Res L-2012 Exhibit A (Amended)

operations provided to Boston Heights prisoners while incarcerated in Macedonia when such services would be provided, and such expense incurred, by Macedonia for its own prisoners.

Macedonia agrees that where hospital services are required for Boston Heights prisoners, those services will be provided at Sagamore Medical Center or University Hospitals Health System-Bedford Medical Center, in the same manner such services would be provided Macedonia prisoners, unless the emergency of the situation or circumstances prevents the use of those entities.

Boston Heights agrees to supply the necessary guarding and security of its prisoners receiving medical treatment outside of the Macedonia City Jail. Macedonia will provide security for Boston Heights prisoners until relieved. The rate shall be \$35.00 an hour.

IV RIGHT TO REFUSE PRISONERS. Macedonia reserves the right to reject or refuse to receive for confinement and boarding any Boston Heights prisoner who may be afflicted with a prior medical problem such as contagious disease, mental condition, illness or injury, severe intoxication, whether from alcohol or controlled substances, and has not been first treated prior to entry into the Macedonia jail.

The Macedonia Chief of Police, or designee retains the discretion to refuse to receive any prisoner of Boston Heights for any reason based upon current jail population, internal security conditions of the jail, or any other reason including availability of space.

V ADDITIONAL CHARGES. Macedonia retains the right to impose additional charges in the event of changes occurring to the current jail standards. Macedonia agrees to provide Boston Heights 30 days prior notice before the procedures resulting in additional charges are instituted.

Res L-2012 Exhibit A (Amended)

Boston Heights also agrees to pay Macedonia for any damage caused to bedding, hygiene supplies or the jail facility by any Boston Heights prisoner, but in an amount no more than Two Hundred Fifty Dollars (\$250.00).

At the request of Boston Heights, video arraignments will be conducted by Macedonia at the cost of Thirty Dollars (\$30.00).

VI BILLING. At the end of June and December of each contractual year, Macedonia will submit an itemized statement to Boston Heights showing the name of the Boston Heights prisoner, dates of confinement, number of days billed, additional charges billed and the amount due from Boston Heights on account of each Boston Heights prisoner confined under this Agreement. All billing shall be paid by Boston Heights within 30 days of their receipt.

VII TRANSPORTATION. If it becomes necessary to transport a Boston Heights prisoner to any other facility such as the Summit County Jail, Cleveland Justice Center, or Mental Health Facility, it shall be the responsibility of Boston Heights to provide such transportation, unless the Macedonia squad has to transport for medical reasons.

VIII ANNUAL MAINTENANCE FEE. Boston Heights agrees to pay the City of Macedonia an annual maintenance fee of One Hundred Dollars (\$100.00) which is due and payable by Boston Heights upon receipt by Macedonia of the first Boston Heights prisoner each calendar year.

IX EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective on the ____ day of _____, 2012 and shall continue in full force and effect until December 31, 2012. The Agreement will then be automatically renewed for a 12 month period from year to year, January 1 through December 31.

Res L-2012 Exhibit A (Amended)

Either party may cancel or terminate this Agreement at any time by giving a 90 day written notice to the other party.

This Agreement is executed by the parties in Macedonia, Ohio on this _____ day of _____, 2012.

CITY OF MACEDONIA:

DON KUCHTA
MAYOR

APPROVED AS TO FORM:

JOSEPH W. DIEMERT, JR.
DIRECTOR OF LAW, City of Macedonia

BOSTON HEIGHTS:

BILL GONCY
MAYOR

APPROVED AS TO FORM:

MARSHAL PITCHFORD
DIRECTOR OF LAW,
Boston Heights

RESOLUTION AUTHORIZING THE MAYOR OF THE
VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN
AGREEMENT WITH THE CITY OF MACEDONIA
REGARDING EMERGENCY DISPATCH SERVICES AND
DECLARING AN EMERGENCY.

WHEREAS; the City of Macedonia currently provides emergency dispatch services at cost to the Village of Boston Heights; and,

WHEREAS; both the City of Macedonia and the Village of Boston Heights are desirous of renewing an emergency dispatch services contract; and,

WHEREAS; the Village of Boston Heights recognizes that this service contract will enable the Village of Boston Heights to manage its resources with certainty; and,

WHEREAS; this agreement will allow the Village of Boston Heights to immediately preserve the public peace, health, safety, convenience and welfare of its taxpayers and the inhabitants thereof;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Ohio as follows:

Section 1: That the Mayor of the Village of Boston Heights is hereby authorized to enter into a contract with the City of Macedonia for emergency dispatch services. Said contract is attached hereto as Exhibit "A."

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the continued operations of the Village departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution __-2012 was duly passed by the Council of this Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on the 27th day of March, 2012.

DISPATCH SERVICES AGREEMENT

BETWEEN THE CITY OF MACEDONIA AND VILLAGE OF BOSTON HTS

THIS AGREEMENT is made and entered into by and between the City of Macedonia, a municipal corporation in the County of Summit, State of Ohio (hereinafter "City") in accordance with Ordinance No. _____, 20____ passed by the Council of the City of Macedonia on _____, 20____ and the Village of Boston Hts, a municipal corporation in the County of Summit, State of Ohio (hereinafter "Village"), in accordance with Resolution No. _____, passed by the Council of the Village of Boston Hts on _____, 20____.

WHEREAS, the City has full-time telephone answering and radio dispatching services; and

WHEREAS, the Village desires to enter into a five-year contract for the use of the City's telephone answering and radio dispatching services for the calendar years 2012 thru 2016 and is willing to reimburse the City for those services; and

WHEREAS, the City is willing to provide such services and accept the amount set forth herein as compensation.

NOW, THEREFORE, the Parties agree, as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CITY OF MACEDONIA

The City will furnish twenty-four (24) hour a day telephone answering and radio dispatching services to the Village with the basic service to be as follows:

- a. Answer all emergency telephone lines to the Village of Boston Hts and relay such messages;
- b.. Provide computer information in accordance with the Rules and Regulations set forth by LEADS/NCIC; and
- c. Enter any and all regular, LEADS and NCIC based warrants, stolen vehicles and articles, missing persons, etc. into the computer.

Res M-2012 Exhibit A (Amended)

The City will furnish services in accordance with the City's own manual for operation of its system, including providing the Village copies of all teletypes regarding missing/wanted persons, B.O..L.O.S., theft, returned property, schools, etc.

2. RESPONSIBILITY OF THE VILLAGE OF BOSTON HTS

The Village will submit all warrants on the proper forms and will ensure their correctness.

The Village shall provide the City with a current map of the Village and shall be responsible for keeping the map current.

The Village agrees to abide by the City's Dispatch Manual, Dispatch Policy and all reasonable policies and procedures.

The Village agrees that only necessary requests will be made for Dispatch to make telephone calls; all other telephone calls shall be made by the officers or available parties. No non-work related, frivolous, or personal requests for calls shall be made.

3. PAYMENT FOR DISPATCH SERVICES.

For the provision of these basic dispatch services, the Village shall pay the City as follows:

YEAR	Previous Year x Annual % Increase	Total Due	Quarterly Payments of
2012	N/A	\$71,000.00	\$17,750.00
2013	$\\$71,000.00 \times 2.0\% = \\$1,420.00$	\$72,420.00	\$18,105.00
2014	$\\$72,420.00 \times 2.0\% = \\$1,448.40$	\$73,868.40	\$18,467.10
2015	$\\$73,868.40 \times 2.0\% = \\$1,477.37$	\$75,345.77	\$18,836.44
2016	$\\$75,345.77 \times 2.5\% = \\$1,883.64$	\$77,229.41	\$19,307.35

Payment Schedule:

Four equal installments each year of the contact, payable on or before, January 31st, April 30th, July 31st, and October 31st of the year services are being provided.

4. WAIVER

The Village hereby expressly waives any right, claim, demand or cause of action it may now have, and have in the future against the City and/or any of its officers, employees, or agents, which arises, or may arise, from the performance of this contract by the City, its officers, employees, or agents.

5. TERMINATION

Either side may terminate this agreement with 90 days written notice. In the event the Village is more than thirty (30) days late with any installment payment, the City may, at its discretion, terminate this Agreement if payment is not made by the Village within fourteen (14) days of the Village's receipt of a written notice of non-payment from the City. The City may also terminate the Agreement with thirty (30) days written notice in the event the Village has three or more Dispatch Policy violations within any calendar year.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed on this Agreement by their duly authorized officers on duplicate copies of this Agreement, each of which shall be deemed an original, this _____ day of _____, 20____.

Approved as to Form:

Joseph W. Diemert, Jr., Director of Law
City of Macedonia

Donald J. Kuchta, Mayor
City of Macedonia

Marshal Pitchford, Solicitor
Village of Boston Heights

Bill Goncy, Mayor
Village of Boston Heights

A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN AGREEMENT WITH SUSAN M. BELAIR REGARDING A CERTAIN CEMETERY LOT AND DECLARING AN EMERGENCY.

WHEREAS; the Village of Boston Heights and Susan M. Belair have reached an agreement with respect to Garden of Angels Cemetery Lot Numbers 29; and,

WHEREAS; the Village of Boston Heights and Susan M. Belair desire to resolve any and all outstanding claims and liabilities between the parties related to the aforesaid Garden of Angels Cemetery Lot;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Ohio as follows:

Section 1: That the Mayor of the Village of Boston Heights is hereby authorized to enter into a contract with Susan M. Belair. Said contract is attached hereto as Exhibit "A."

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the continued operations of the Village departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution __-2012 was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on this 27th day of March, 2012.

AGREEMENT WITH RESPECT TO
GARDEN OF ANGELS CEMETERY LOT 29

THIS AGREEMENT (the "Agreement") is entered into as of the _____ day of March, 2012 between the Village of Boston Heights and the Fairview Cemetery Trustees, 45 East Boston Mills Road, Hudson, Ohio, 44236 (hereinafter "the Village") and Susan M. Belair, PO Box 23565, Ft. Lauderdale, FL 33307.

RECITALS

WHEREAS, Susan M. Belair purchased Lots No., 29 in the Garden of Angels Portion of the Fairview Cemetery, Boston Heights, Ohio;

WHEREAS, pursuant to Resolution No. __-2012 passed March 27, 2012, the Village Council has authorized the Mayor to execute this Agreement;

WHEREAS, the parties hereto desire that the headstone of Garden of Angels Lot 29 to be brought into compliance and to otherwise resolve all legal issues related to this lot and these matters;

WHEREAS, the parties hereto desire to resolve and settle all legal issues related to these matters;

NOW, THEREFORE, it is agreed:

1. **CONDITION AND ADJUSTMENT OF LOT 29:** Susan M. Belair agrees that the Village may, at the Village's own cost, effort and expense, adjust the headstone on Garden of Angels Lot 29 so that it is flat and flush with the ground, which would bring it into conformance with Codified Ordinance 951.04 as it currently is written.

2. **CONSIDERATION:** Once this Agreement has been signed by Susan Belair, the Village shall pay Susan Belair the sum of Three Hundred and no/00 Dollars (\$300.00), the receipt and sufficiency of which is hereby acknowledged by Susan Belair. The amounts stated herein are in full consideration for this Agreement and the parties voluntarily accept said sums for the purpose of making the full and final compromise adjustment and settlement.

3. **MUTUAL RELEASE:** The parties hereto, and on behalf of themselves and their respective agents, successors, heirs, executors, administrators, employees and assigns do hereby release and hold harmless, cancel, forgive and forever discharge the other parties hereto, their respective successors and assigns, officers, partners, agents, employees, and attorneys,

Res N-2012 Exhibit A

representatives, and agents from all actions, claims, demands, damages, obligations, liabilities, controversies and executions of any kind or nature whatsoever, including but not limited to those matters arising out of the placement and adjustment of the headstone of Garden of Angel[s] Lots 29, whether such claims arose at law or in equity, whether known or unknown, matured or immature, director, contingent, whether liquidated or unliquidated, whether suspected or not, which have arisen, may have arisen and/or shall arise by reason of any matter caused whatsoever from the first day of the world to and including the date of this Agreement.

4. **NO ADMISSION.** It is further understood and agreed by all parties that payment and acceptance of the aforementioned sum is for any claim and the payment of said sum is not an admission of responsibility, liability, coverage by any party.

5. **OPPORTUNITY TO INVESTIGATE AND NO DURESS.** The parties further acknowledge that each of them has fully executed this Agreement after an infinite investigation without any duress or undue influence, that each has had the opportunity to seek the advice of defending counsel and that each understands the contents herein.

6. **CONSTRUCTION.** The parties also acknowledge that in the event of any misunderstanding, ambiguity or dispute concerning this Agreement's provisions or interpretation, no rule of construction shall be applied that will result in having this Agreement interpreted against or in favor of any party by virtue of the identity, interest or affiliation of its preparer.

7. **CONTROLLING LAW AND VENUE.** This Agreement is governed by the laws of the state of Ohio and hereunder shall be litigated in the courts situated in Summit County, Ohio.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. There are **NO OTHER** conditions, representations, warranties or agreements, expressed or implied.

9. **PARTIES BOUND AND BENEFITED.** The agreement resulting from the acceptance of this offer shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns. ~~Dorothy M. Soles~~ and Susan Belair shall have no right to assign this Agreement without the express written consent of the Village Solicitor and Village Mayor.

10. **INDEMNIFICATION / HOLD HARMLESS:** Susan Belair further agrees to defend, indemnify and hold harmless the Village from any liens, causes of action, fines, claims, valid or not, and/or any alleged entitlement to recovery, valid or not, arising out of any matter related to Garden of Angels Cemetery Lot Number 29 and/or the events underpinning this Settlement Agreement. Such indemnification and defense includes the costs of defense of such a claim, including reasonable attorney's fees and expenses.

Res N-2012 Exhibit A

11. **WARRANTY AS TO UNDERSTANDING.** The parties hereby declare that each has read this Agreement and fully understand the terms of the same.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the ____ day of March, 2012.

SUSAN M. BELAIR

VILLAGE OF BOSTON HEIGHTS
By:_____
HONORABLE BILL GONCY
MAYOR

Approved as to form:

MARSHAL M. PITCHFORD
SOLICITOR
VILLAGE OF BOSTON HEIGHTS

RESOLUTION AUTHORIZING THE MAYOR OF THE
VILLAGE OF BOSTON HEIGHTS TO ENTER INTO AN
AGREEMENT WITH THE SUMMIT SOIL & WATER
CONSERVATION DISTRICT AND DECLARING AN
EMERGENCY.

WHEREAS; the Village of Boston Heights is defined as a small municipality by the Ohio Environmental Protection Agency; and,

WHEREAS; the Village of Boston Heights and the Summit Soil & Water Conservation District are required to enter into an agreement regarding their intent to participate in a storm water management program; and

WHEREAS; the County of Summit has also established programs to assist small municipalities in complying with the Ohio Environmental Protection Agency Storm Water Management Program; and

WHEREAS; both the Summit Soil & Water Conservation District and the Village of Boston Heights desire to enter into a Memorandum of Agreement;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Ohio as follows:

Section 1: That the Mayor of the Village of Boston Heights is hereby authorized to enter into a Memorandum of Agreement with the Summit Soil & Water Conservation District. Said Agreement is attached hereto as Exhibit "A."

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and to allow for the continued operations of the Village departments and shall therefore take effect and be in force from and immediately after its passage.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution __-2012 was duly passed by the Council of this Village of Boston Heights, County of Summit, State of Ohio, at a meeting of Council on the 27th day of March, 2012.

Memorandum of Agreement
Between
The Summit Soil & Water Conservation District
And
The Village of Boston Heights, Summit County, Ohio

Upon this 13th day of March, 2012 this Memorandum of Agreement was revised by and between the Summit Soil and Water Conservation District, hereinafter referred to as the District and the Village of Boston Heights, Ohio.

Recognizing the need for a close working relationship in carrying out the responsibilities for which each is charged, the Village of Boston Heights and the District enter into this Memorandum of Agreement as the foundation for an enduring cooperative relationship. Such cooperation allows joint effort in the solution of problems relating to land use planning and the development of soil and water resources in the Village of Boston Heights.

WHAT THE DISTRICT WILL DO - The District will make technical assistance available to the Village of Boston Heights as requested.

THE DISTRICT AGREES TO:

1. Provide information and educational materials to guide proper land use decisions.
2. Provide assistance in the development of ordinances to protect the natural resources and insure the health and safety of residents of the Village of Boston Heights.
3. Review plans for all commercial, residential and industrial developments, greater than one acre, submitted to the District by the Village of Boston Heights and provide to the Village written comments regarding soils limitations, wetlands, riparian and other natural resource information pertinent to the site, The District will return comments to the Mayor, Village Engineer, Developer, Consulting Engineer and other interested parties within 21 days of plan receipt by the District.
4. Review and Approve Storm Water Pollution Prevention Plans (SWPPPs) for all commercial, industrial and residential developments, greater than 1 acre, in the Village of Boston Heights to insure adequate plans for erosion and sediment control, natural resource protection and water quality enhancement. Comments regarding the SWPPPs will be forwarded to the Village Engineer, Mayor,

Res O-2012 Exhibit A

Developer, Consulting Engineer and other interested parties within 21 days of receipt by the District.

5. Provide at minimum, bi-monthly inspections of all aforementioned development sites and keep the Village of Boston Heights apprised of construction site Storm Water Pollution Prevention Plan compliance.
6. Assist the Village of Boston Heights with the development and implementation of their NPDES Phase II Non-point Source Pollution and Water Quality Education Program. Provide written verification of BMP implementation to the Village for Ohio EPA accountability.
7. Keep the Village of Boston Heights informed of rules and regulations affecting land use issues and natural resources within the Village.

WHAT THE VILLAGE OF BOSTON HEIGHTS WILL DO: The Village of Boston Heights will cooperate with the District in the development and implementation of programs to protect and enhance the natural resources within the Village.

THE VILLAGE OF BOSTON HEIGHTS AGREES TO:

1. Utilize its best efforts to observe the principles of sound soil and water conservation, giving considerations to the need for storm water quantity and quality, erosion and sediment control measures, and natural resource protection.
2. Forward two copies of the preliminary site plans for all proposed commercial, industrial and residential developments to the District for review and comment.
3. Forward two copies of the Storm Water Pollution Prevention Plan (SWPPP) and subsequent revisions for all commercial, industrial and residential development to the District for review and approval. The storm water management reviews will be performed by the Village Engineer. Any changes in the improvement drawings for a project may require a revised SWPPP to be submitted to the District.
4. Withhold improvement drawing and final plat approvals, and prohibit the commencement of clearing and construction for all proposed commercial, residential or industrial project until the Storm Water Pollution Prevention Plan has been approved by the District and a pre-construction meeting has been held with the Village, Developer, District, Contractor and other interested parties.
5. Follow up on construction site SWPPP compliance issues within 30 days of original notice of violation from the District and take the necessary actions

Res O-2012 Exhibit A

to bring the site under compliance. Such actions may include stop work orders and/or the issuance of fines.

6. With hold all approvals for all future phases of a project with existing site compliance issues. The Village may also with hold reviews and approvals for other projects being done by a developer with existing SWPPP compliance issues.
7. Adopt and apply natural resource recommendations made by the District which are reasonable and acceptable to the Village of Boston Heights.

IT IS MUTUALLY AGREED BY ALL:

1. The District and the Village of Boston Heights will meet periodically as needed to review, and where possible, coordinate their individual progress and activities for maximum mutual benefit and to update this document as necessary.
2. The standards and specifications of the District including the Summit County Soil Survey and the Rainwater and Land Development Manual and subsequent updates, will be used in the planning and application of conservation measures.
3. The Summit Soil and Water Conservation District and the USDA Natural Resources Conservation Service prohibit discrimination in the programs on the basis of race, color, national origin, sex, religion, age, disability, political beliefs, and marital or familial status, (Not all prohibited bases apply to all programs).
4. This Memorandum of Agreement may be amended or terminated at any time by mutual consent of the parties hereto, or may be terminated by either party giving sixty (60) days notice, in writing, to the other.

In witness whereof, the Memorandum of Agreement executed and agreed to on the day, month and year written above,

SUMMIT SOIL & WATER CONSERVATION DISTRICT

BY: _____

TITLE: _____

DATE: _____

A RESOLUTION AUTHORIZING THE CLERK-TREASURER OF THE VILLAGE OF BOSTON HEIGHTS TO ADVERTISE FOR THE POSITION OF ASSISTANT CLERK OF COURTS FOR THE YEAR 2012 AND DECLARING AN EMERGENCY

WHEREAS, the Village of Boston Heights is in need of an Assistant Clerk of Courts for the year of 2012.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit and State of Ohio:

Section 1: That the Clerk-Treasurer is authorized to advertise for the position of Assistant Clerk of Courts for the year 2012 for the Village of Boston Heights.

Section 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action 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 Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the continuing operations of the Finance Department of the Village of Boston Heights.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution __-2012 was duly passed by the Council on the 27th day of March, 2012.

CAROL ZEMAN, Clerk of the Village
of Boston Heights

CLASSIFIED AD

The Village of Boston Heights seeks to employ an individual for the part-time position of Assistant to the ~~fulltime~~ Clerk of Courts.

This position requires intermediate computer skills with knowledge of Excel and Word preferred and the ability to adapt to various job specific software. Please have all applications submitted to the Mayor by April 13, 2012.

An application can be acquired at the Village of Boston Heights town hall between the hours of 8:00 a.m. and 4:00 p.m.

Monday through Friday or you may call 330-650-4111 (Akron) or 330-656-2575 (Cleve) to have an application e-mailed or faxed to you.

Mayor Bill Goncy

PLEASE POST ON: April 1, 2012
 April 4, 2012
 April 8, 2012
 Internet