

**BATH-AKRON-FAIRLAWN JOINT ECONOMIC DEVELOPMENT DISTRICT**  
**CONTRACT**

*signature original 7-21-98*

**TABLE OF CONTENTS**

SECTION 1	PURPOSE	PG. 3
SECTION 2	DISTRICT	PGS. 3-5
SECTION 3	PROHIBITION OF ANNEXATION AND MAINTAINING BATH TOWNSHIP ZONING	PGS. 5-7
SECTION 4	RESERVATION OF PROPERTY TAXES FOR BATH TOWNSHIP	PGS. 7-8
SECTION 5	WATER	PGS. 8-11
SECTION 6	SEWER	PGS. 11-13
SECTION 7	INCORPORATION AND MERGER	PGS. 13-14
SECTION 8	REVENUE SHARING WITH BATH TOWNSHIP	PGS. 14-16
SECTION 9	INCOME TAX	PGS. 16-18
SECTION 10	TERM	PGS. 18-19
SECTION 11	DISTRICT BOARD OF DIRECTORS	PGS. 19-25
SECTION 12	MISCELLANEOUS	PGS. 25-30

**BATH-AKRON-FAIRLAWN JOINT ECONOMIC DEVELOPMENT  
DISTRICT CONTRACT**

This Bath-Akron-Fairlawn Joint Economic Development District Contract (the "Contract") is made and entered into as of July 21, 1998, by and between the Township of Bath ("Bath Township"), a township existing and operating under laws of the State, the City of Akron ("Akron"), a municipal corporation existing and operating under the laws of the State, including the Akron Charter, and the City of Fairlawn ("Fairlawn"), a municipal corporation existing and operating under the laws of the state, including the Fairlawn Charter, in accordance with the terms and provisions set forth herein, including their respective successors , in whole or in part.

**RECITALS**

A. Bath Township, Akron and Fairlawn intend to enter into this Contract to create and provide for the operation of the Bath-Akron-Fairlawn Joint Economic Development District (the "District") ~~in accordance with Sections 715.70 and 715.71 of the Revised Code for their mutual~~ benefit and for the benefit of their residents and of the State of Ohio (the "State").

B. The legislative authorities of Bath Township, Akron, and Fairlawn have each authorized and directed Bath Township, Akron, and Fairlawn, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. 476-1998, enacted by the Akron City Council on July 20, 1998, Ordinance No. 1998-80, enacted by the Fairlawn City Council on July 20, 1998, and Resolution No. 98-20, adopted by the Bath Township Board of Trustees on July 21, 1998. This contract was approved by the voters of Bath Township at the election held on November 3, 1998.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, Bath Township, Akron, and Fairlawn, agree and bind themselves, their agents, employees and successors, as follows:

**Section 1. Purpose.**

**BATH TOWNSHIP, AKRON, AND FAIRLAWN AGREE THAT THE CREATION OF THE DISTRICT SHALL, AND IT IS THE PURPOSE OF THE DISTRICT TO, ASSURE THE CONTINUED ECONOMIC VIABILITY OF BATH TOWNSHIP BY PRESERVING ITS TAX BASE AND ITS UNIQUE RURAL-LIKE OPEN SPACE RESIDENTIAL CHARACTER, WHILE PRESERVING EMPLOYMENT OPPORTUNITIES AND IMPROVING THE ECONOMIC WELFARE OF THE PEOPLE IN THE REGION. THIS CAN BEST BE ACCOMPLISHED BY ASSURING THE INTEGRITY OF BATH TOWNSHIP ZONING, BY STOPPING ANNEXATION AND BY BATH TOWNSHIP CONTROLLING THE AVAILABILITY OF WATER AND SEWER.**

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**BATH TOWNSHIP'S UNIQUE RESIDENTIAL NEIGHBORHOODS ARE A REGIONAL ASSET, WHICH ENCOURAGES INVESTMENT IN THE REGION, THEREBY ENHANCING OPPORTUNITIES TO IMPROVE THE ECONOMIC WELL-BEING OF BATH TOWNSHIP, AKRON, FAIRLAWN AND THE ENTIRE REGION.**

**Section 2. District**

**A. Creation of District: Name.** Bath Township, Akron and Fairlawn hereby create a joint economic development district pursuant to this Contract, which shall be known as the "Bath-Akron-Fairlawn Joint Economic Development District", (the "District"). The Board of Directors

(the "District Board") of the District may change the name of the District by resolution of the District Board.

**B. Territory of the District. THE TERRITORIAL BOUNDARIES OF THE DISTRICT DESCRIBED IN EXHIBIT 1 ARE LOCATED IN THE SOUTHERN PORTION OF BATH TOWNSHIP.**

The territory of the District is located entirely within the County of Summit (the "County") and does not include any "parcel of land" (as defined in Section 715.70(B) of the Revised Code) that is owned in fee by or is leased to a municipal corporation or a township.

The District as shown in Exhibit 1 attached hereto and made a part of this Agreement, includes only land that is currently zoned commercial/business.

**C. Addition and Removal of Areas from District.** This Contract, including Exhibit 1 hereto, may be amended from time to time to add certain property within Bath Township to the territory of the District. **NO PROPERTY MAY BE ADDED TO THE DISTRICT UNTIL THE OWNER OF THAT PROPERTY HAS FILED A REQUEST WITH BATH TOWNSHIP AND THE DISTRICT BOARD AND BOTH BATH TOWNSHIP AND THE DISTRICT BOARD HAVE APPROVED THE REQUEST. UPON UNANIMOUS AGREEMENT BY BATH TOWNSHIP, AKRON AND FAIRLAWN, THIS CONTRACT, INCLUDING EXHIBIT 1 HERETO, SHALL BE AMENDED TO ADD SUCH PROPERTY TO THE TERRITORY OF THE DISTRICT PURSUANT TO THE REQUEST OF THE OWNER OF THAT PROPERTY. UPON AGREEMENT BY BATH TOWNSHIP, AKRON, AND FAIRLAWN, THIS CONTRACT, INCLUDING EXHIBIT 1 HERETO, MAY ALSO BE AMENDED FROM TIME TO TIME TO REMOVE PROPERTY FROM THE TERRITORY**

OF THE DISTRICT.

Section 3. Prohibition of Annexation and Maintaining Bath Township Zoning

A. ANNEXATION. AKRON AND FAIRLAWN AGREE THAT, SO LONG AS THIS CONTRACT IS IN EFFECT, AKRON AND FAIRLAWN WILL NOT, WITHOUT THE CONSENT OF BATH TOWNSHIP, (I) ACCEPT ANY ANNEXATION PETITIONS FOR ANY PROPERTY LOCATED IN BATH TOWNSHIP OR (II) ASSIST PROPERTY OWNERS TO ANNEX THEIR PROPERTY LOCATED IN BATH TOWNSHIP TO AKRON OR FAIRLAWN. BATH TOWNSHIP, AKRON AND FAIRLAWN, AGREE THAT, SO LONG AS THE CONTRACT IS IN EFFECT, EACH WILL NOT APPROVE, AND WILL USE ITS BEST EFFORTS TO OPPOSE, THE ANNEXATION, MERGER OR CONSOLIDATION OF ANY PROPERTY LOCATED IN BATH TOWNSHIP BY AKRON, FAIRLAWN, OR ANY OTHER MUNICIPAL CORPORATION OR GOVERNMENTAL ENTITY (EXCEPT AS PROVIDED IN THIS AGREEMENT), INCLUDING THE VILLAGE OF RICHFIELD AND THE CITY OF CUYAHOGA FALLS, WITHOUT THE WRITTEN CONSENT OF ALL OF THE PARTIES HERETO. NEITHER BATH TOWNSHIP, AKRON NOR FAIRLAWN ARE OR WILL BE DIVESTED OF ITS RIGHTS OR OBLIGATIONS UNDER THIS CONTRACT BECAUSE OF ANNEXATION, MERGER, OR SUCCESSION OF INTERESTS. TO THE EXTENT PERMITTED BY LAW, AKRON SHALL ASSIST BATH TOWNSHIP TO OBTAIN AN AGREEMENT WITH RICHFIELD VILLAGE TO ASSURE THAT RICHFIELD VILLAGE WILL NOT ANNEX ANY PORTION OF BATH TOWNSHIP.

**B. Pending Annexation Petitions.** Notwithstanding any other provisions of this Agreement, Akron and Fairlawn shall not approve any annexation petitions that are pending prior to November 4, 1998. In the event that the voters do not approve this Agreement, Akron and Fairlawn shall proceed to approve any pending annexation petitions and the annexations will be completed. In the event that the voters approve this Agreement, Akron and Fairlawn shall not approve the annexation petitions and the annexations will not be completed.

**C. ZONING CODE. THE DISTRICT, AS WELL AS THE REMAINDER OF BATH TOWNSHIP, WILL BE SUBJECT TO THE ZONING CODE OF BATH TOWNSHIP INCLUDING THE BATH COMPREHENSIVE PLAN, ONCE IT IS IMPLEMENTED, AND ITS ZONING RESOLUTIONS.** It is intended, however, that land within the district continue to be zoned in such a way as to maintain positive and productive economic development consistent with Bath Township's goal of preserving the rural residential lifestyle and its open space character of the other property outside of the district. Bath Township agrees to maintain, to the extent permitted by law, the existing zoning of the property devoted to non-residential uses, within the District and to maintain its development standards within the District. For purposes hereof and to the extent permitted by law, "zoning" shall include "conditional zoning", granting of any variance or other form of permit to use, and otherwise prescribing the use to which property may be put. This paragraph constitutes an agreement by the parties pursuant to Section 715.70(I) of the Revised Code.

In the event that Bath Township desires to change the zoning of property devoted to non-residential uses within the District to residential, it will notify Akron and Fairlawn in writing of

the proposed change. Bath Township agrees to replace any such rezoned property with other property of the same character and quality to be zoned for non-residential uses. The character and quality of the replacement property must be of the same nature of topography, soils, access to infrastructure and all other characteristics that affect business development as the property that is to be removed from non-residential uses. Bath Township shall designate its proposed replacement property in writing to Akron and Fairlawn at the same time that it notifies Akron and Fairlawn of its intent to rezone property devoted to non-residential uses within a proposed District. Akron and Fairlawn shall notify Bath Township of its approval or disapproval of the proposed replacement property within 30 days after being notified in writing by Bath Township of the rezoning and the proposed replacement property. If Akron or Fairlawn disapprove the replacement property, Bath Township shall designate within 30 days other alternative replacement property satisfactory to Akron and Fairlawn that shall be zoned for non-residential uses.

It is the intention of this Agreement that any non-residential zoned property, now or in the future, in Bath Township that is served by Akron's water and/or sewer, shall be included in the District before receiving said services.

#### **Section 4. Reservation of Property Taxes for Bath Township**

**A. PROPERTY TAXES. THE PARTIES ACKNOWLEDGE THAT ALL REAL ESTATE AND PERSONAL PROPERTY TAXES, INCLUDING BED TAXES, LEVIED ON PROPERTY WITHIN THE DISTRICT SHALL BE DISTRIBUTED TO BATH TOWNSHIP WITH NO PORTION GOING TO THE DISTRICT OR TO AKRON OR FAIRLAWN.**

**B. Property Taxes to Bath Township from Property Previously Annexed.** For the area shown in Exhibit "5" which has previously been annexed to Akron, the parties agree that 100% of the amount of real estate property tax on said property which is collected by Akron during the term of this Contract shall be paid to Bath Township.

The parties agree that 100% of the real estate property tax collected by Fairlawn during the term of this Contract on the part of Embassy Park, as identified in Exhibit "6", which has or may have been previously annexed if the process is initiated prior to January 1, 1999 to the City of Fairlawn, shall be paid to Bath Township by the City of Fairlawn. Akron agrees that it shall pay or credit Fairlawn out of Akron's share of District revenues, one-half of the real estate property tax on said property paid by Fairlawn to Bath Township during the term of this Contract.

#### **Section 5. Water.**

**A. WATER SERVICE WITHIN THE DISTRICT.** Access to water service from Akron's water system shall be made available to users in the District, pursuant to Exhibit 2 and following the application process set forth herein and as approved by Bath Township. In order to contribute to that availability, Akron shall acquire, construct, install and maintain certain water service facilities as described in Exhibit 2 attached and constructed in accordance within the schedule set forth in that Exhibit. Akron and Fairlawn shall each pay one-half of the costs of those facilities as provided above.

Akron shall enter into water service agreements with water service users within the District for the provision of water service at rates that are equal to the rates charged to comparable users within Akron as those rates (the "the Akron Rates") are revised from time to time plus a surcharge



of 10% of the Akron Rates (the "Surcharge"). Those agreements may also provide for a connection fee or other charge to be charged at the time of connection to the water system. The connection fee is presently \$26.25 per front foot plus service costs as more fully detailed in Exhibit "4". The water usage Surcharge fee shall be no greater than the Surcharge presently charged any other similarly situated political subdivision or other contract customers (other than Akron or those customers within Akron), so long as Bath Township agrees to amend this Contract to conform to the relevant terms and conditions of any agreement with other political subdivisions or contract customers (an "Other Agreement") and complies with all of the terms of this Contract as amended. Within 60 days after entering into an Other Agreement, Akron's Director of Law shall provide Bath Township with an amendment to this Contract that includes the terms and conditions of the Other Agreement as are necessary and appropriate to comply with this provision. Such amendment shall (1) set forth the terms and conditions of the Other Agreement, in particular those relating to the contribution of the other political subdivision or contract customer that is a party to the Other Agreement (including but not limited to the rate of any income tax levied and collected in accordance with the Other Agreement) and (2) provide for the new, reduced Surcharge. Bath Township and Akron may then enter into that amendment as provided herein and thus establish a new, reduced Surcharge in accordance with the terms and conditions of this Contract as so amended. **FURTHER, AKRON AGREES TO AMEND ITS EXISTING WATER SERVICE CONTRACTS WITHIN THE DISTRICT BY REDUCING THE RATES, TO RATES EQUAL TO AKRON RATES, AS THESE RATES ARE REVISED FROM TIME TO TIME PLUS A SURCHARGE OF 10% OF AKRON RATES.**

**B. WATER SERVICE OUTSIDE OF THE DISTRICT. AKRON AND FAIRLAWN AGREE THAT, SO LONG AS THIS CONTRACT IS IN EFFECT AND THE DISTRICT HAS BEEN CREATED AND THE INCOME TAX PROVIDED IN THIS CONTRACT HAS BEEN IN EFFECT OR IS BEING LEVIED AND COLLECTED, AKRON AND FAIRLAWN SHALL BE PROHIBITED FROM EXTENDING WATER SERVICE AND/OR SANITARY SEWER SERVICE OUTSIDE THE DISTRICT UNLESS BATH TOWNSHIP TRUSTEES APPROVE THE EXTENSION OF WATER LINES AND/OR FACILITIES AND AKRON AGREES, SUBJECT TO THE AKRON SYSTEM REQUIREMENTS, INCLUDING ECONOMIC, ENGINEERING, AND LEGAL FEASIBILITY, TO PROVIDE SERVICE TO THOSE APPLYING FOR WATER.**

**ANY RESIDENT OR BUSINESS WHO DOES NOT MAKE AN APPLICATION SHALL NOT BE REQUIRED BY AKRON, FAIRLAWN, OR BATH TOWNSHIP TO TAKE SUCH WATER SERVICES FROM AKRON OR TO PAY FOR SUCH SERVICES UNLESS AND UNTIL THEY SIGN WATER AGREEMENTS WITH AKRON.**

Any water and/or sewer facilities constructed in an area outside the District shall be both constructed and paid for by the owners and/or developers of the area to be serviced by the lines, unless the parties to this Agreement agree in writing otherwise. Further, it is agreed that Akron and Fairlawn shall have no obligation to provide water and/or sanitary sewer service unless said facilities meet Akron's system requirements and said facilities are dedicated and turned over to Akron.

Notwithstanding the previous paragraphs of this Section, the parties agree that the Revere

Local School District Central Campus facility in the area of Everett and Revere Roads may have access to water facilities at their cost, if available, and if they so desire even though those properties are not part of the District.

Akron shall enter into water service agreements with other water customers who request water, with property adjoining existing lines for the provision of water service at rates that are equal to Akron Rates as those rates are revised from time to time plus a surcharge of 22.5% of Akron Rates (the "Township Surcharge"). Those agreements may also provide for a connection fee to be charged at the time of connection to the water system. The cost is presently \$26.25 per front foot plus service costs, more fully detailed in Exhibit "4", and will be adjusted as Akron City Council revises its Uniform Assessment Ordinance.

**FURTHER, AKRON AGREES TO AMEND ITS EXISTING WATER SERVICE CONTRACTS WITHIN BATH TOWNSHIP BY REDUCING THE RATES TO RATES EQUAL TO AKRON RATES AS THESE RATES ARE REVISED FROM TIME TO TIME PLUS A SURCHARGE OF 22.5% OF AKRON RATES (THE "TOWNSHIP SURCHARGE").**

#### **Section 6. Sewer.**

**A. SANITARY SEWER SERVICE INSIDE THE DISTRICT.** Access to sanitary sewer service from Akron's sanitary sewer system shall be made available to users in the District pursuant to the application process of Akron and as approved by Bath Township. In order to contribute to that availability, Akron shall acquire, construct, install and maintain certain sanitary sewer service facilities as described in Exhibit 3 attached, and shall construct said facilities in

accordance with the schedule set forth in Exhibit "3". Akron and Fairlawn shall each pay one-half of the costs of those facilities. Akron shall enter into sanitary sewer service agreements with sanitary sewer service users within the District to provide sanitary sewer service at sanitary sewer rates that are equal to Township Service Rates as established by the City, and revised from time to time, in accordance with Akron Sewer User Charge System Manual, as revised from time to time, and Sections 50.22 and 50.33 of the Code of Ordinances of the City of Akron, as amended or supplemented from time to time. Those agreements may also provide for a connection fee or other charge to be charged at the time of connection to the sanitary sewer system to the extent permitted by law and as agreed to by Akron and Bath Township. Bath Township and/or Akron, with the approval of Bath Township, may establish special assessment procedures for the levy and collection of special connection fees to take the place of the connection fee or other charge. The present connection fee is presently \$44.00 per front foot plus service costs as more fully detailed in Exhibit "4", and will be adjusted as Akron City Council revises its Uniform Assessment Ordinance.

**B. SANITARY SEWER SERVICE OUTSIDE OF THE DISTRICT. AKRON AND FAIRLAWN AGREE THAT, SO LONG AS THIS CONTRACT IS IN EFFECT AND THE DISTRICT HAS BEEN CREATED AND THE INCOME TAX PROVIDED IN THIS CONTRACT HAS BEEN IN EFFECT OR IS BEING LEVIED AND COLLECTED, AKRON AND FAIRLAWN SHALL BE PROHIBITED FROM EXTENDING LINES AND/OR FACILITIES OUTSIDE THE DISTRICT UNLESS BATH TOWNSHIP TRUSTEES APPROVE THE EXTENSION OF SANITARY SEWER LINES AND/OR**

FACILITIES AND AKRON AGREES, SUBJECT TO AKRON SYSTEM REQUIREMENTS, INCLUDING ECONOMIC, ENGINEERING, AND LEGAL FEASIBILITY, TO PROVIDE SERVICE TO THOSE APPLYING FOR SANITARY SEWER SERVICE.

ANY RESIDENT OR BUSINESS WHO DOES NOT MAKE AN APPLICATION SHALL NOT BE REQUIRED BY AKRON, FAIRLAWN, OR BATH TOWNSHIP TO TAKE SUCH SERVICES FROM AKRON OR TO PAY FOR SUCH SERVICES UNLESS AND UNTIL THEY SIGN SANITARY SEWER AGREEMENTS WITH AKRON.

Akron shall enter into sanitary sewer service agreements with sanitary sewer customers for the provision of sanitary sewer service at rates that are equal to Township Service Rates as established by Akron and revised from time to time. Those agreements may also provide for a connection fee or other charge to be charged at the time of connection to the sanitary sewer system, provided that, to the extent permitted by law and as agreed to by both Akron and Bath Township, Bath Township or Akron, or both, may establish special assessment procedures for the levy and collection of connection assessments to take the place of the connection fee or other charge.

#### Section 7. INCORPORATION AND MERGER

AKRON AND FAIRLAWN RECOGNIZE THAT NOTHING IN THIS AGREEMENT PROHIBITS THE INCORPORATION, ANNEXATION, OR MERGER OF ANY PROPERTY WITHIN THE TOWNSHIP INCLUDING THE DISTRICT, PROVIDED THAT: (1) THE DISTRICT HAS BEEN CREATED AND THE INCOME TAX PROVIDED

FOR IN THIS CONTRACT HAS BEEN IN EFFECT FOR ONE YEAR AND, (2) THE MUNICIPAL CORPORATION INTO WHICH SUCH TERRITORY WOULD BE ANNEXED OR MERGED OR THAT IS TO BE INCORPORATED HAS EITHER BECOME A PARTY TO THIS CONTRACT AND HAS ASSUMED SUCH CONTRACT OR HAS AGREED OTHERWISE TO RECOGNIZE AND COMPLY WITH THIS CONTRACT AS A SUCCESSOR IN A FORM REASONABLY ACCEPTABLE TO AKRON AND FAIRLAWN. IF THESE TWO CONDITIONS ARE NOT SATISFIED, THEN THE TRUSTEES OF BATH TOWNSHIP SHALL USE THEIR BEST EFFORTS, INCLUDING BUT NOT LIMITED TO, LEGAL ACTION TO OPPOSE AND PREVENT SAID ANNEXATION, MERGER, OR INCORPORATION UNTIL THE ABOVE TWO CONDITIONS ARE SATISFIED.

**Section 8. Revenue Sharing with Bath Township**

A. **REVENUE SHARING.** Akron and Fairlawn, in recognition of the fact that the residents of Bath Township do not desire further intensive commercial development nor extensive water and sewer lines in the township, agree that in lieu of the development of water and sewer lines beyond those shown on Exhibits "2" and "3", Bath Township shall receive the following two forms of payments:

(1) A payment representing ten percent (10%) of the net District revenue for six (6) years of this Contract commencing January 1, 2000. Net District revenue is that amount of yearly revenue which is in excess of the JEDD expenses as approved by the District Board including, but not limited to, JEDD administrative costs, the cost of (or the debt service on debt incurred to

finance) other payments to and/or investments in Bath Township pursuant to this Agreement, and infrastructure within Bath Township including but not limited to, water and sewer facilities. The highway improvements identified as follows: (1) North Cleveland-Massillon Road from State Route 18 North to Springside Drive; and (2) State Route 18 from Cleveland-Massillon Road to I-77 shall be paid in full from the net district revenue during the first year of the Contract if timely completed. Because construction of the water and sewer facilities will take place over several years and the project costs will not be certain until construction has occurred, Bath Township will receive its payment at the end of the seventh year of the Contract. Total District expenses, as approved by the District Board, for six years after the first year of the Contract will be deducted from the total District revenues for six years after the first year of the Contract. The payment representing ten percent of the net District revenues will be delivered to Bath Township on or before March 15, 2006. Bath Township has determined that this payment shall be used for the purpose of enhancing the rural residential character of Bath Township.

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(2) In addition, **BATH TOWNSHIP SHALL RECEIVE FROM THE NET DISTRICT REVENUE THE SUM OF TWO MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) TO BE PAID OVER THE COURSE OF TEN YEARS, IN EQUAL YEARLY PAYMENTS COMMENCING MARCH 15, 2000 IN THE AMOUNT OF \$250,000.00 EACH.**

**B. REAL PROPERTY TAXES RETAINED BY BATH TOWNSHIP.** Bath Township shall receive all real estate property taxes referred to in Section 4(B) of this Agreement as shown on Exhibits "5" and "6", with regard to land previously annexed to Akron, and the land

previously annexed to Fairlawn in Embassy Park.

**Section 9.     Income Tax.**

**THE PARTIES ACKNOWLEDGE THAT UNDER OHIO LAW BATH TOWNSHIP  
MAY NOT ENACT OR IMPOSE AN INCOME TAX.**

The District Board at its first meeting shall adopt a resolution to levy an income tax at a rate of 2% in the District in accordance with Section 715.71 of the Revised Code. The income tax shall go into effect on January 1, 1999. The rate of the income tax shall change from time to time so that it is equal to the rate of the municipal income tax levied by the City of Akron. The revenues of that income tax shall be used for the purposes of the District and the contracting parties pursuant to this Contract.

The District Board shall adopt, by resolution, all of the provisions (other than the rate) of the City of Akron's income tax legislation, as it may be amended from time to time, as applicable to the District income tax. The income tax levied by the District Board pursuant to this Contract shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District may become subject to annexation, merger or incorporation.

**BATH TOWNSHIP RESIDENTS WHO DO NOT LIVE OR WORK IN THE  
DISTRICT SHALL NOT PAY THE DISTRICT TAX. WHERE A RESIDENT OF THE  
DISTRICT IS SUBJECT TO A MUNICIPAL INCOME TAX IN ANOTHER  
MUNICIPALITY OR IN A JOINT ECONOMIC DEVELOPMENT DISTRICT, HE OR SHE  
SHALL NOT PAY A TOTAL MUNICIPAL INCOME TAX ON THE SAME INCOME  
GREATER THAN THE TAX IMPOSED AT THE HIGHER RATE.**



The District Board shall enter into an agreement with Akron to administer, collect and enforce the income tax on behalf of the District (the "Tax Agreement"). The Tax Agreement shall provide that the Director of Finance of the City of Akron shall be the Administrator of the income tax of the District (the "Administrator"), who shall be responsible for the receipt, safekeeping and investment of the income tax revenues collected within the District.

The Tax Agreement as described herein, shall provide that the Administrator, as further described herein, shall make a quarterly report to the District Board regarding the receipt and distribution of the income tax of the District and the operating income and expenses of the District for the preceding quarter and projections for the next quarter.

On the first business day of each quarter, the Administrator shall provide the District with an amount sufficient to pay the outstanding or expected administrative expenses of the operation of the District for that quarter (including, but not limited to, the expense of administering the income tax pursuant to the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the District Board, which amount shall not exceed one quarter of one percent (.25%) of the estimated income tax revenues for that calendar year. The balance of net district revenue shall be distributed by the Administrator in accordance with this Contract, without need of further action by the Treasurer or the District Board.

In the event that the District income tax rate is increased above the initial 2% rate, the amount of income tax revenues attributable to that increase over the 2% rate shall be paid or credited by the Administrator as follows: 1/3 of that amount to Bath Township, 1/3 of that amount to Fairlawn, 1/3 of that amount to Akron; provided further that the District income tax rate shall

not be increased above the initial 2% rate before January 1, 2006.

The revenues so paid or credited to Akron and Fairlawn shall be used by Akron and Fairlawn to encourage and promote economic development, including, but not limited to, maintaining and improving the infrastructure facilities of Akron, Fairlawn, and the District, (including the payment of debt charges related thereto), providing safety and health services within Akron and Fairlawn, providing urban development planning, counseling and financing services for Akron and Fairlawn and for the District, if agreed to by Akron and Fairlawn, and generally improving the environment for those working and residing in Akron and Fairlawn and the District, and for other purposes as permitted by law.

In the event that in any year the District revenues do not generate enough revenue to pay the debt service on the bonds for the District water and/or sanitary sewer facilities then Akron will pay the remaining amount of the annual debt service and will hold Fairlawn harmless from any obligation to make debt service payments from any source other than District revenues.

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#### **Section 10. Term.**

**Term.** The initial term of this Contract shall commence on the date hereof and shall terminate December 31, 2098, unless otherwise terminated prior to that date as provided herein. The parties, if consented to by Bath Township, shall have the right to extend this Contract for two successive 50-year periods by delivering written notice of the extension to the other parties hereto on or before 180 days prior to the expiration of the term of this Contract or any extension thereof. The provision herein for the initial term of, and the right of the parties to extend, this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades and that

the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration. Pursuant to Section 715.70(J) of the Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the contracting parties and on any entities succeeding such parties, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger or otherwise, Bath Township, Akron and Fairlawn, may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to or as a substitute for Bath Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the income tax provided for in Section 9 hereof.

**Section 11. District Board of Directors.**

**A. Board of Directors.** Pursuant hereto, a Board of Directors is established to govern the District. The District Board shall consist of nine members, three each from Bath Township, Akron and Fairlawn. Bath Township members of the District Board shall be the Bath Township Trustees. The Akron and Fairlawn members shall be the Mayor of each City and two elected members of each respective Council who are appointed by the respective Mayor and approved by the respective Council. The members of the District Board shall serve as long as they are such officials of each City and Bath Township, provided that the members of the District Board appointed by each Mayor shall, so long as they are members of Council, serve at the pleasure of the respective Mayor and until successors are appointed by the Mayor and approved by the

respective Council.

In the event that Bath Township shall cease to exist or the territory of the District shall be included within a municipal corporation, but prior to such event, the District Board shall establish a procedure for the appointment of members to the District Board from the political subdivision or entity succeeding to Bath Township or being added as a party to this Contract in accordance with Section 715.70 of the Revised Code, particularly Section 715.70(E) of the Revised Code, provided that the District Board shall continue to have nine members, three of whom shall be from each City or its successor.

The members of the District Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the District Board.

The District Board shall elect the following officers (who shall constitute the Officers of the District Board) from among its members: a Chair, a Vice Chair, a Secretary-Treasurer. These officers shall be elected on a rotating basis, with one officer from each party to this Agreement holding office at any given time. The Officers shall be elected at the first meeting of the District Board and thereafter every other year for two-year terms and shall serve until their respective successors take office. The District Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the District Board

**B. Powers, Duties, Functions.** The District Board shall meet at least once each calendar year on a date determined by the District Board, provided that the first meeting of the District

Board shall occur on or before December 12, 1998. The District Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of either City or Bath Township or at other locations within the County as determined by the District Board. The principal office and mailing address of the District and the District Board shall be determined by the District Board at its first meeting and may be changed by the District Board from time to time. The District Board may maintain an office within the District. A minimum of eight members shall constitute a quorum for District Board meeting purposes. The District Board shall act through resolutions adopted by the District Board. A resolution must receive the affirmative vote of at least eight members of the District Board to be adopted. A resolution adopted by the District Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.70 and 715.71 of the Revised Code.

The District Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

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The Chair shall preside over and conduct the meetings of the District Board in accordance with its by-laws or other procedures adopted by the District Board. The Chair may call special meetings of the District Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business. Any eight members of the District Board may also call a special meeting by providing the same notice.

The Vice Chair shall act as Chair in the temporary absence of the Chair.

The Secretary shall be responsible for the records of the District Board including, but not limited to, correspondence and minutes of the meetings of the District Board.

The Treasurer shall be the fiscal officer of the District Board and shall be responsible for all fiscal matters of the District Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the District Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the District Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures. The District Board shall provide in the Tax Agreement (as defined in Section 9 hereof) that the Department of Finance of the City of Akron shall assist the Treasurer with the duties of that office.

The District Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the District Board.

The District Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City of Akron. The budget shall estimate the revenues of the District and expenses of the operation of the District. The District Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District and the distribution of income tax revenues in accordance with Section 9 hereof.

The District Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The District Board, on behalf of the District, may:

(1) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and

privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through Akron, Fairlawn or Bath Township;

(5) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the rural residential character and controlled economic development of the District, Bath Township, Akron, Fairlawn, the County and the State;

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(6) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(7) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

(8) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(9) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District, insurance protecting the District and its District Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the District Board may determine to be reasonably necessary.

The District Board may enter into an agreement with the City of Akron for Akron to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. Bath Township, Akron or Fairlawn shall not be the employer and shall have no liability for any costs of employment or any other costs or expenses arising from such employment. The District Board may provide by resolution that the purchases of real or personal property, other goods or services shall comply with applicable rules or regulations of the City of Akron.

This Contract grants to the District Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.71 of the Revised Code and Section 9 hereof.

The District Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.



Bath Township, Akron and Fairlawn may exercise all of the powers and may perform all of the functions and duties set forth in Section 715.70(H) of the Revised Code.

**Section 12. Miscellaneous.**

**A. Termination.** This Contract may be terminated at any time by mutual consent of Bath Township, Akron and Fairlawn, as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

This Contract may also be terminated by Akron if it is determined at any time, for any reason, that joint economic development district contracts cannot be entered into, cannot be implemented, or are held invalid by a court of competent jurisdiction or that the income tax provided for in Section 9 hereof is not legal or valid or that the District, for any reason, may not levy, collect or distribute that income tax in accordance with this Contract. Akron's determination to so terminate this Contract shall be evidenced by legislative action by City Council and a written notice of such determination from the Mayor of Akron. The termination shall occur on the date set forth in that notice. If this Contract is terminated upon the exercise of this option by Akron, then Akron shall have no further obligation under this Contract.

Akron may provide in those water and/or sewer service agreements for property in the District or outside of the District that, in the event that this Contract is terminated or that the income tax provided for in Section 9 hereof is determined not to be legal or valid or it is determined that the District may not levy, collect or distribute that income tax in accordance with this Contract, (1) the rate charged for water and/or sewer service to users within the District shall be automatically revised as provided in those water service agreements and/or (2) Akron may cease providing water and/or sewer service to and within the District and may cease construction of, and may remove, water service facilities and other capital improvements provided for herein,

but not until 90 days after giving notice to the District Board and water service users of its intent to do so, during which period Akron and Bath Township shall use their good faith efforts to resolve the situation to achieve the purposes of this Contract.

Upon termination of this Contract, any property, assets and obligations of the District shall be divided equally between Bath Township, Akron and Fairlawn; provided that the District shall first use any property or assets to reduce or settle any obligations of the District. Any records or documents of the District shall be placed with Akron for safekeeping, which records and documents shall be maintained by Akron as are public records of Akron

**B. Other District Services.** Akron, through its Department of Planning and Urban Development and its Office of the Deputy Mayor for Economic Development (or their respective successors), may provide services to assist the District with planning, promotion and related activities to facilitate the purposes of this Contract as set forth in Section 1 herein. Akron shall provide secretarial services and other staffing and professional services for the District. The costs for such services and staffing shall be paid from the District income tax revenues as an operating expense of the District.

Bath Township and Fairlawn shall cooperate with Akron in Akron's acquisition, construction and installation of water service and sanitary sewer service facilities as provided in this Contract, including, but not limited to, granting easements, zoning variances, permits, authorizations, approvals, rights-of-way and street opening permits (at no more than the usual and customary cost), which are reasonably necessary for the construction of water and sewer facilities and accessory uses, including, but not limited to pump stations. Further, Bath Township agrees to use its best efforts to permit a pump station to be constructed at 4100 Embassy Parkway. For the term of this Contract, Bath Township shall (1) provide the same services within the District that it now provides, or in the future will provide, within Bath Township and (2) continue to

provide fire and police protection for the District.

Akron shall prepare, or cause to be prepared, all documents of Akron and the District relating to the formation of the District including but not limited to, this Contract, instruments describing the District boundaries, notices, forms of Bath Township, Akron and Fairlawn, County and District legislation and election proceedings. Any costs incurred by Akron in preparing such documents or otherwise incurred by Akron in assisting in the establishment of the District shall be paid (or reimbursed to Akron for payments made by Akron) from revenues of the District income tax.

All water service facilities and sanitary sewer service facilities that are acquired, constructed or installed by Akron within Bath Township pursuant to this Contract shall be operated and maintained by Akron, unless otherwise determined by Akron. The water and sewer facilities which are constructed by Akron after the date of this agreement shall also be owned by Akron.

Bath Township, Akron and Fairlawn agree that Akron shall have the responsibility for the design, construction, acquisition, operation, and maintenance of all water and/or sanitary sewer facilities constructed pursuant to this Contract. Akron shall also be responsible for issuing bonds or otherwise incurring debt to finance those water and/or sewer facilities. Akron and Fairlawn shall pay in equal shares from the District revenues for the water and sanitary sewer facilities acquired, constructed or installed in Bath Township as shown on Exhibits "2" and "3", including annual debt service relating to the financing of those facilities.

Bath Township, Akron and Fairlawn agree that Fairlawn shall not absorb any sewer flow charges which may be generated as a result of Bath Township sewage flowing through Fairlawn. The sewer flow charges shall be paid by Bath Township sanitary sewer customers.

In the event that the water and/or sewer service facilities constructed after the date of this

agreement and paid for out of District revenues are sold during the term of this agreement, Akron and Fairlawn shall receive equal shares of the proceeds, after any bonds or debt incurred to finance those facilities have been paid so provisions for that payment have been made. If it is determined by Akron to be in its best interest in providing water service or sanitary sewer service to the District or other customers pursuant to this Contract, Akron may, but is not obligated to, enter into one or more agreements from time to time with the Bath Water and Sewer District in order to implement the provision of water service or sanitary sewer service and otherwise achieve the purposes of this Contract.

The water and sewer facilities repair and maintenance costs shall be recovered solely from water and sewer user charges.

**C. Tax Abatement** Bath Township agrees not to abate the real property taxes or personal property taxes on any property served by either water and/or sewer unless consented to by Akron and Fairlawn.

**D. Defaults and Remedies.** A failure to comply with the terms of this Contract shall constitute a default hereunder. The party in default shall have 60 days after receiving written notice from another party of the event of default to cure that default. If the default is not cured within that time period, a nondefaulting party may sue the defaulting party for specific performance under this Contract or for damages or both. Other than as provided in Section 12(A) hereof, this Contract may not be canceled or terminated because of a default unless all parties agree to such cancellation or termination.

**E. Amendments.** In addition to the amendments provided for in Section 2 hereof, this Contract may be amended by Bath Township, Akron and Fairlawn only in a writing approved by the legislative authorities of all parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the parties that amend this

Contract must occur and be effective within a period of 90 days of each other.

**F. Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the District, Bath Township, Akron, Fairlawn and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.

**G. Support of Contract.** Bath Township, Akron and Fairlawn agree to cooperate with each other and to use their best efforts to do all things necessary to: effect the purpose of this Agreement contained Section 1, and for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of Bath Township of the resolution authorizing this Contract. In the event that this Contract, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, Bath Township, Akron and Fairlawn agree to cooperate with one another and to use their best efforts in defending this Contract with the object of upholding this Contract. Bath Township, Akron and Fairlawn shall each bear its own costs in any such proceeding challenging this Contract or any term or provision thereof, provided that the District Board shall reimburse the Cities and Bath Township for such costs to the extent funds of the District are available and appropriated therefore.

**H. Signing Other Documents.** The parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

**I. Governing Law.** This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.70 and 715.71 of the Revised Code. In the event that Section 715.70 or Section 715.71 of the Revised Code is amended or is supplemented by the enactment of a new section of the Revised Code relating to Joint Economic

Development Districts, the parties may agree at the time to follow either the provisions of Sections 715.70 and 715.71 existing on the date of this Contract or the provisions of Sections 715.70 and 715.71 as amended or supplemented, to the extent permitted by law.

**J. Captions and Headings.** The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereto.

**K. Fairlawn Water Service.** Akron and Fairlawn agree that this Contract shall amend Section 12 of the contract for water service between Akron and Fairlawn, and which is dated April 9, 1992, to revise the water rates charged by Akron to rates equal to the Akron Rates as these rates are revised from time to time plus a surcharge of 15% of Akron Rates. The amended rate structure shall be in effect during the term of this Contract.

**L. Severability** Except as provided in Section 12(A) hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the Akron, Fairlawn, and Bath Township have caused this contract to be duly signed in their respective names by their duly authorized officers as of the date herein before written.

Signed as to the City of Akron  
in the presence of:

Shawanna C. Dwyer  
Name:

Paul F. Cooper  
Name:  
(Witnesses as to the City of Akron.)

Signed as to the City of Fairlawn  
in the presence of:

Linda L. Peters  
Name:

Edna E. Radd  
Name:  
(Witnesses as to the City of Fairlawn)

Signed as to Bath Township  
in the presence of:

Martha M. Ferch  
Name:

Carith E. Shaw  
Name:  
(Witnesses as to Bath Township)

Approved as to legal form and  
correctness:

By: Max Rothal  
Max Rothal, Director of Law, City of Akron

By: Eugene Waddell  
Eugene Waddell, Director of Law, City of Fairlawn

By: Robert G. Konstand  
Robert G. Konstand, Special Counsel, Township of Bath

**CITY OF AKRON**

By: Donald L. Plusquellic  
Donald L. Plusquellic, Mayor

**CITY OF FAIRLAWN**

By: William J. Roth, Jr.  
William J. Roth, Jr. Mayor

**TOWNSHIP OF BATH**

By: Elaina E. Goodrich  
Elaina E. Goodrich, Trustee

By: James N. Nelson  
James N. Nelson, Trustee

By: Donald M. Jenkins  
Donald M. Jenkins, Trustee

STATE OF OHIO            )  
                                  )       SS  
COUNTY OF SUMMIT        )

On this 29<sup>th</sup> day of July, 1998, before me, a Notary Public in and for said County and State, personally appeared Donald Plusquellic, Mayor of the City of Akron, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City and who acknowledged that the same is his voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the City of Akron.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Seal]

Connie M. Mitchell  
Notary Public

STATE OF OHIO            )  
                                  )       SS  
COUNTY OF SUMMIT        )

CONNIE MITCHELL, Notary Public  
Residence - Summit County  
State Wide Jurisdiction, Ohio  
My Commission Expires May 12, 2002

On this 22<sup>nd</sup> day of July, 1998, before me, a Notary Public in and for said County and State, personally appeared James N. Nelson, Donald M. Jenkins and Elaina E. Goodrich, Trustees of the Township of Bath, who acknowledged that with due authorization and as such officers on behalf of Bath Township they did sign said instrument on behalf of Bath Township and who acknowledged that the same is their voluntary act and deed individually as said officers and the voluntary and corporate act and deed of Bath Township.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Seal]

William E. Snow  
Notary Public



STATE OF OHIO                    )  
  )     SS  
COUNTY OF SUMMIT            )

On this 27<sup>th</sup> day of July, 1998, before me, a Notary Public in and for said County and State, personally appeared William J. Roth, Jr., Mayor of the City of Fairlawn, Ohio, who acknowledged that with due authorization and as such officer on behalf of the City he did sign said instrument on behalf of the City and who acknowledged that the same is his voluntary act and deed individually as said officer and the voluntary and corporate act and deed of the City of Fairlawn.

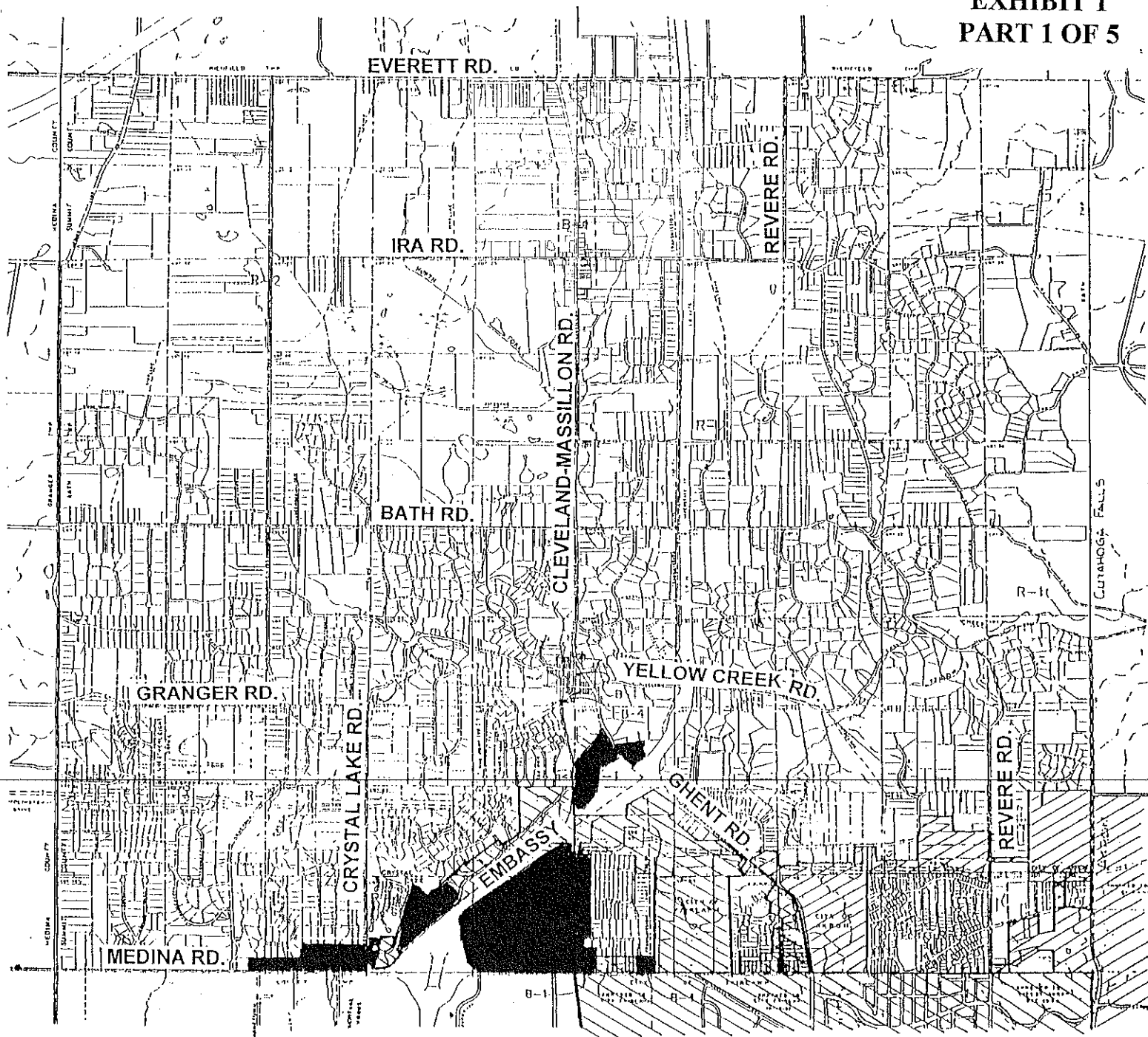
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

[Seal]

  
\_\_\_\_\_  
Notary Public



LISA L. PETERS  
Notary Public - State of Ohio  
Residence - Summit County  
My commission expires June 1, 2000

EXHIBIT 1  
PART 1 OF 5



# Bath Township

Summit County, Ohio

-  ANNEXED TO CITY OF FAIRLAWN
-  ANNEXED TO CITY OF AKRON

Originally Prepared by Mt. County Regional Planning Commission

Date Map Prepared: July 1978  
Date of Last Revision:  
Aug. 1985  
Apr. 1989  
March 1990  
Apr. 1991  
Apr. 1992  
Nov. 1998



JOINT ECONOMIC  
DEVELOPMENT DISTRICT

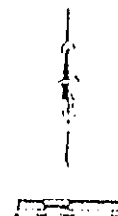


EXHIBIT 1  
PART 2 OF 5

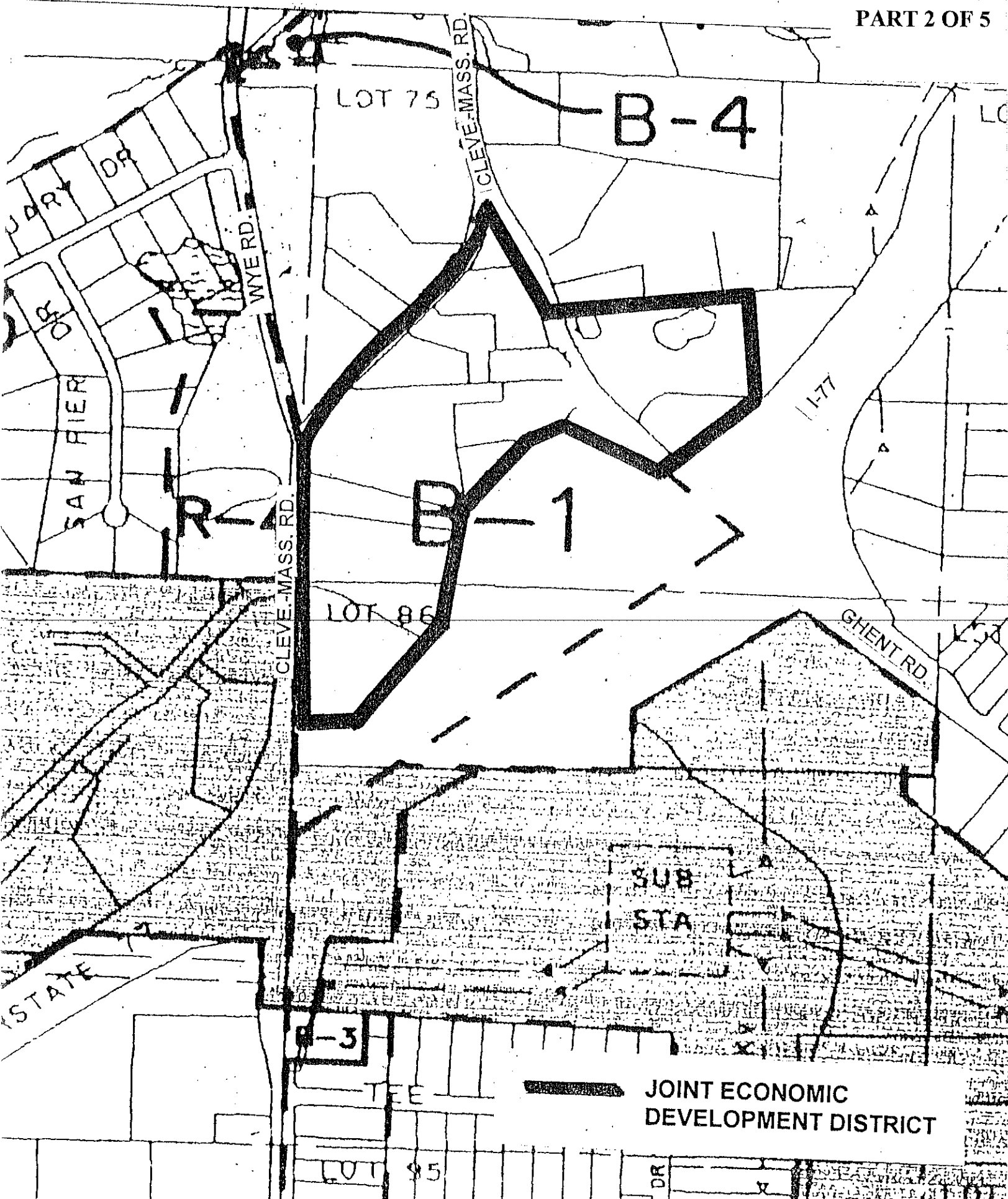
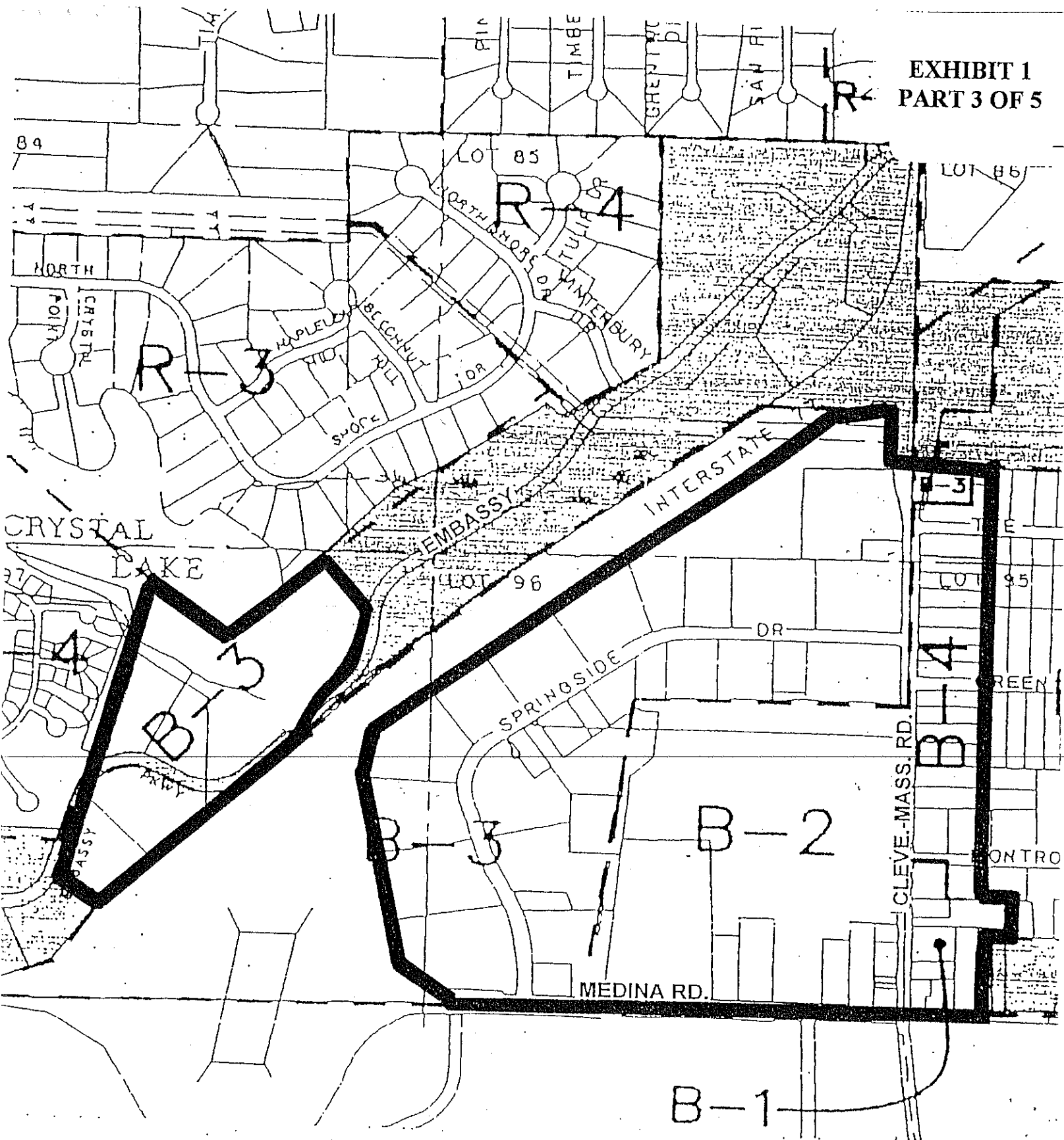
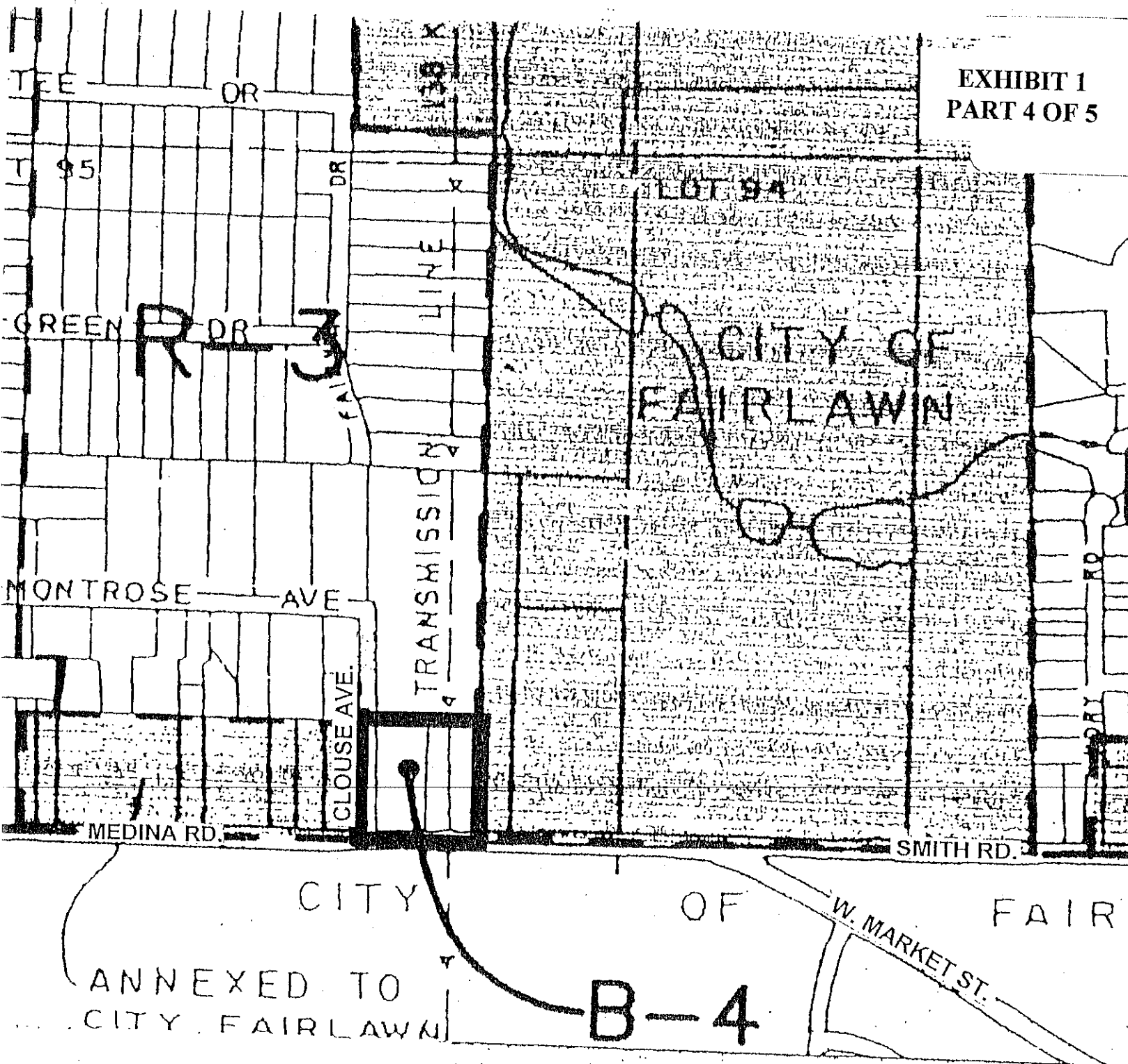


EXHIBIT 1  
PART 3 OF 5

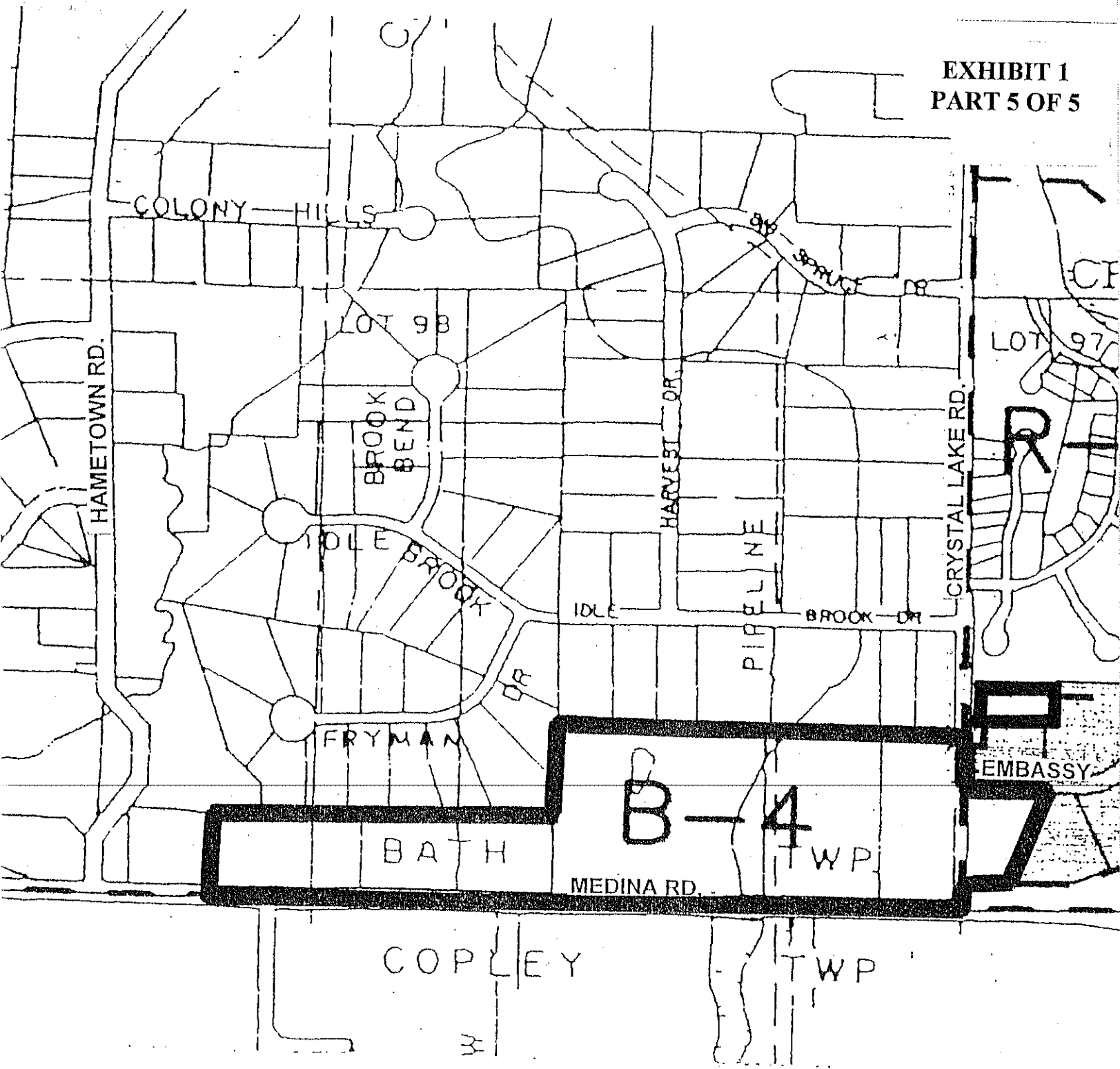


JOINT ECONOMIC  
DEVELOPMENT DISTRICT



**JOINT ECONOMIC  
DEVELOPMENT DISTRICT**

EXHIBIT 1  
PART 5 OF 5



 JOINT ECONOMIC  
DEVELOPMENT DISTRICT

EXHIBIT 2

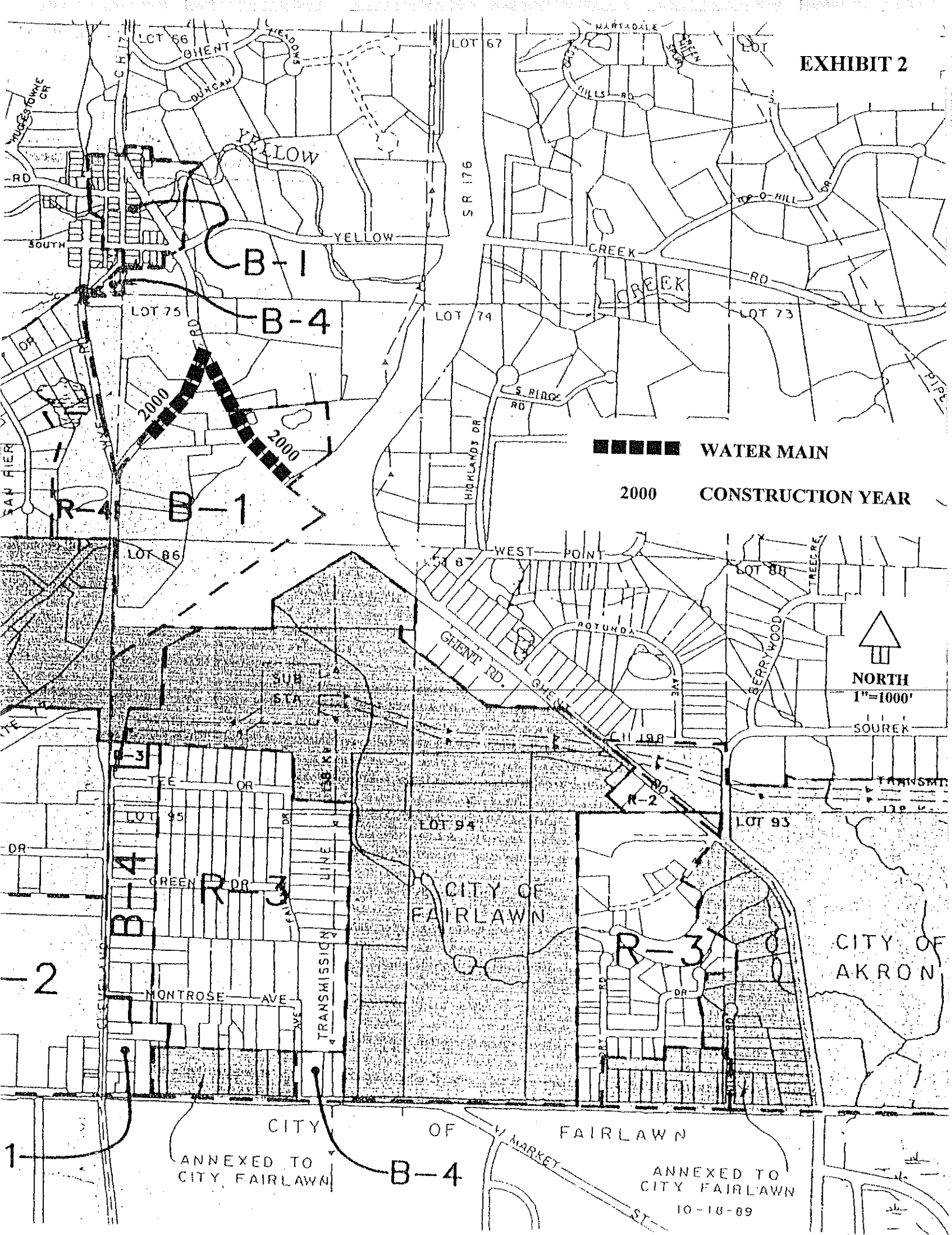
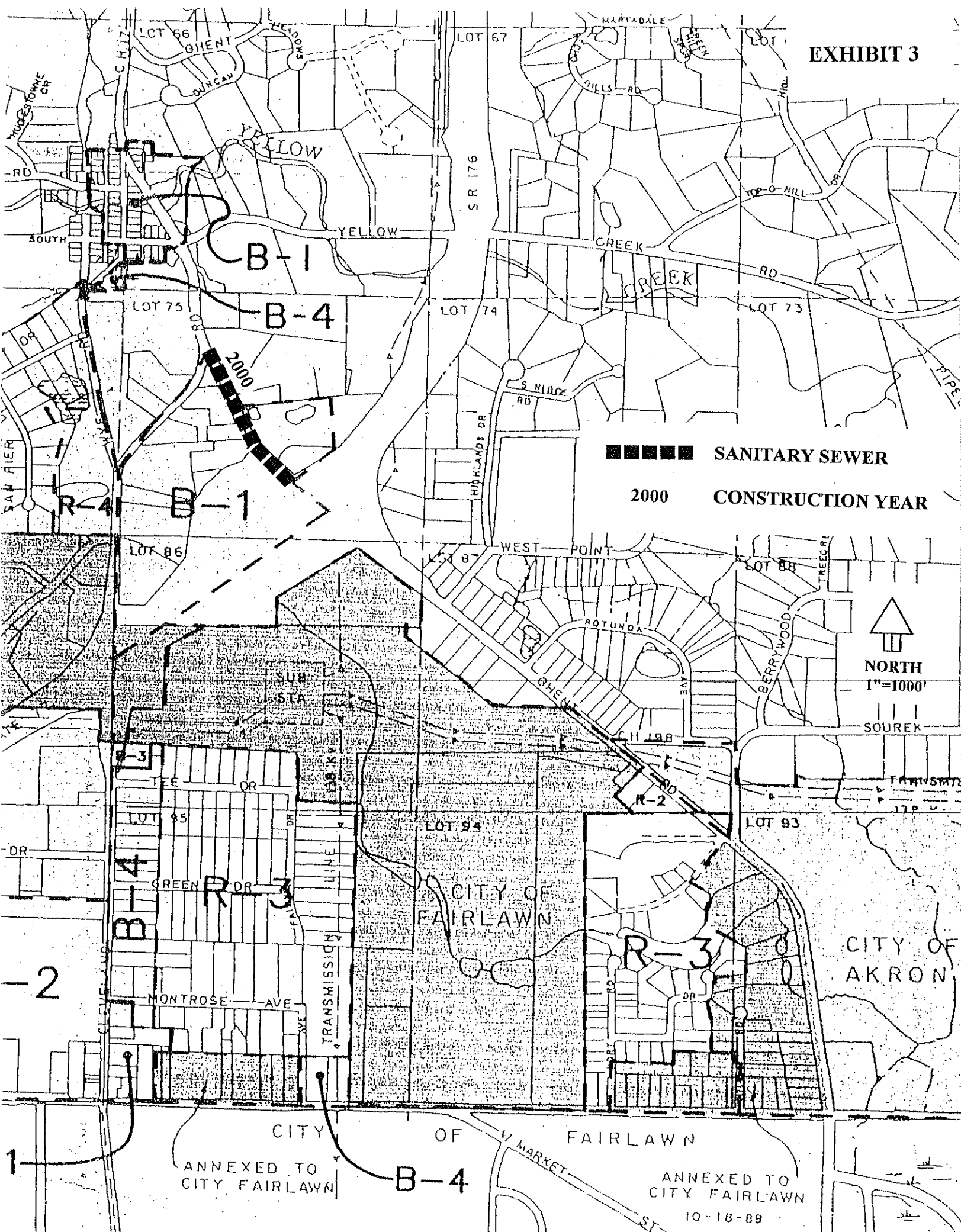


EXHIBIT 3





# EXHIBIT 4

## The City of Akron - Joint Economic Development District 1998 Tap-In Fees

	Water	Sewer
Front footage charge (per foot, per side)	\$26.25	\$44.00

### Example Tap-In Fees

#### Home or Business (80 foot frontage)

	Water	Sewer
Front footage charge	\$2,100	\$3,520
Water service	\$990	
Sewer lateral		\$1,090
Total	\$3,090	\$4,610

#### Monthly tap-in fee payment

	Water	Sewer
10 years	\$35.32	\$52.70

#### Home or Business (100 foot frontage)

	Water	Sewer
Front footage charge	\$2,625	\$4,400
Water service	\$990	
Sewer lateral		\$1,090
Total	\$3,615	\$5,490

#### Monthly tap-in fee payment

	Water	Sewer
10 years	\$41.32	\$62.76

#### Home or Business (120 foot frontage)

	Water	Sewer
Front footage charge	\$3,150	\$5,280
Water service	\$990	
Sewer lateral		\$1,090
Total	\$4,140	\$6,370

#### Monthly tap-in fee payment

	Water	Sewer
10 years	\$47.33	\$72.82

The property owner is responsible for all permit fees and Summit County D.O.E.S. charges (if applicable).  
Monthly tap-in fee payments assume an annual percentage rate= 6.65%

### Developer System Charge (New Developments)

	Water	Sewer
System charge	\$1,312.50	\$2,200.00

Developer pays front footage charge for parcel frontage plus a per benefit system charge for each unit.

### Akron Water Department Additional Charges

#### 1 inch water service

Width of Right of Way	
under 60 feet	\$990
60 feet or over but under 80 feet	\$1,035
80 feet or over but under 100 feet	\$1,080
100 feet and over	\$1,125

1½ inch water service	\$1,100
2 inch water service	\$1,900
4 inch water service	\$4,800
6 inch water service	
8 inch water service	\$6,000

Curb meter setting	\$220
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A curb meter is required where the houseline to the nearest building served is more than 200 feet.

The water service is the line from the water main to the property line, including the curb box and meter.

The property owner is responsible for the houseline installation from the property line to the building in all cases.

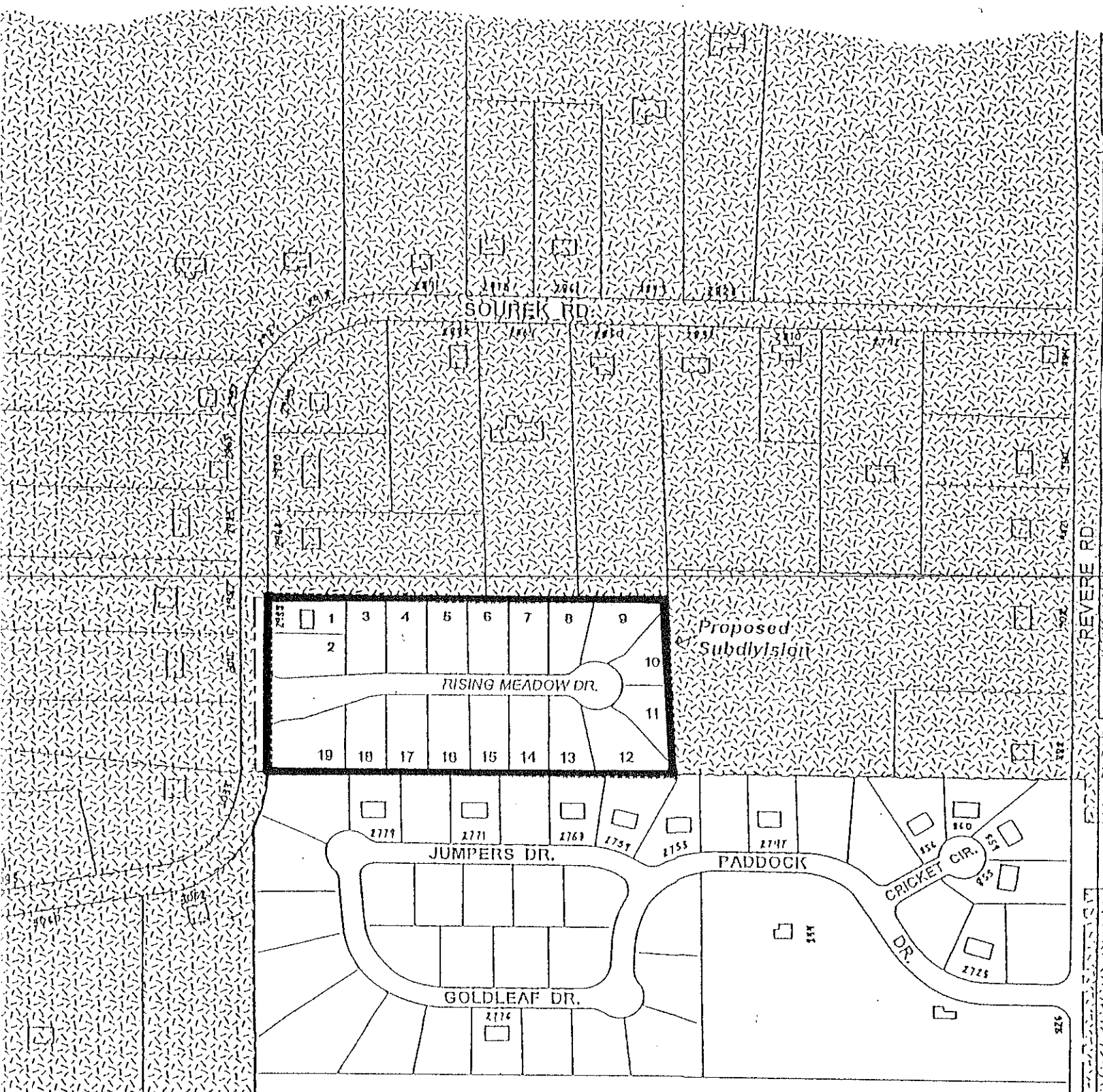
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JANUARY 20, 1999

# EXHIBIT 5

○ City of Akron

⊗ Bath Township



Ohio Edison R/W

N 1" = 300'

EXHIBIT 6

