

A RESOLUTION TO AUTHORIZE THE VILLAGE OF ALEXANDRIA MAYOR TO ENTER INTO MEMORANDUM OF UNDERSTANDING AMONG THE JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT, THE VILLAGE OF GRANVILLE, OHIO, THE CITY OF JOHNSTOWN, OHIO, AND THE VILLAGE OF ALEXANDRIA, OHIO FOR THE PROVISION OF WATER AND WASTEWATER SERVICES

WHEREAS, the municipal corporations of Johnstown, Granville, and Alexandria (collectively, the “Municipalities”) have substantial experience and expertise at providing essential services, including land use planning, financial planning (such as JEDDs, TIFs, bonds, grants, and loans), social and emergency services (such as police, fire, and EMS), and potable water, wastewater collection and treatment, and stormwater management; and

WHEREAS, substantial development is expected to occur in and around the Municipalities and in other portions of Licking County over the next several decades and the extant planning and infrastructure in the County is likely insufficient to serve the needs and wants of existing and future residents; and

WHEREAS, the Municipalities and the Johnstown-Monroe Local School District (“JM School District”) (collectively, the “Parties”) believe that a cooperative, regional, and holistic approach to providing services will best serve the interests of the JM School District and the existing and prospective residents of both the Municipalities and the adjacent environs; and

WHEREAS, the interests of local non-municipal providers of water and wastewater service are not consistent with the best interests of the JM School District, the Municipalities, and local residents;

NOW, THEREFORE:

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF ALEXANDRIA, STATE OF OHIO, THAT:

SECTION 1: The Village Mayor is hereby authorized to enter into a Memorandum of Understanding Among the JM School District, the Village of Granville, the City of Johnstown, and the Village of Alexandria for the Provision of Water and Wastewater Services, in substantial compliance with the attached Exhibit A.

SECTION 2: This resolution shall take effect at the earliest opportunity allowed by law.



Sean Barnes, Mayor

RESOLUTION NO.: R2024-01

PASSED: 2-20-2024

ATTEST:

Caroline Gissinger, FO
Caroline Gissinger, Fiscal Officer

APPROVED AS TO FORM:

David T. Ball
David T. Ball, Esq., Solicitor

MEMORANDUM OF UNDERSTANDING

JOHNSTOWN-MONROE LOCAL SCHOOL DISTRICT
and
THE VILLAGE OF GRANVILLE, OHIO
and
THE CITY OF JOHNSTOWN, OHIO
and
THE VILLAGE OF ALEXANDRIA, OHIO

This Memorandum of Understanding (“MOU”) is entered into this 15th day of February, 2024, by, between, and among the municipal corporations of Johnstown, Granville, and Alexandria (collectively, the “Municipalities”) and the Johnstown-Monroe Local School District (“JM School District”) (collectively, the “Parties”).

I. PURPOSE

WHEREAS, the Municipalities have substantial experience and expertise at providing essential services, including land use planning, financial planning (such as JEDDs, TIFs, bonds, grants, and loans), social and emergency services (such as police, fire, and EMS), and potable water, wastewater collection and treatment, and stormwater management; and

WHEREAS, substantial development is expected to occur in and around the Municipalities and in other portions of Licking County over the next several decades and the extant planning and infrastructure in the County is likely insufficient to serve the needs and wants of existing and future residents; and

WHEREAS, the Parties believe that a cooperative, regional, and holistic approach to providing services will best serve the interests of the JM School District and the existing and prospective residents of both the Municipalities and the adjacent environs; and

WHEREAS, the interests of local non-municipal providers of water and wastewater service are not consistent with the best interests of the JM School District, the Municipalities, and local residents.

NOW THEREFORE, the Parties enter into this MOU to promote and facilitate the provision of potable water, centralized wastewater collection and treatment, and other services by the Municipalities to their residents and to the residents of areas outside their corporate boundaries that are desirous of receiving such services.

II. WATER AND WASTEWATER INFRASTRUCTURE

The Parties agree that they shall regularly consult with one another regarding the planning, location, design, financing, and other attributes of water and wastewater infrastructure in order to avoid or minimize the construction of duplicative infrastructure, minimize the potential for overcrowding or adversely impacting the financial condition of the JM School District, provide timely and adequate utility services to their residents and persons and areas that request same, and to improve the health, safety, and welfare of residents of Licking County.

III. OTHER SERVICES

The Parties agree that, upon request by the elected members of a township located in Licking County for information or advice regarding any of the services identified in this MOU, they shall consult with such township regarding providing the requested services, provided, however, that this paragraph shall not obligate the Parties to expend funds unless otherwise required by law.

IV. EFFECTIVE DATE; ADDITIONAL PARTIES

This Agreement shall take effect upon execution by the Parties. Upon approval of at least three-quarters of the then-Parties, other municipalities, townships, school districts, and political subdivisions in Licking County may become parties to this MOU.

V. DISPUTE RESOLUTION

If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and if the dispute is not settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation within 30 days administered under the rules of the American Arbitration Association before resorting to arbitration, litigation, or some other dispute resolution

procedure. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

V. OTHER MATTERS

A. Amendment; Modifications

This Agreement may be amended or modified by the mutual agreement of the Parties.

B. Entire Agreement

This Agreement supersedes all other agreements, either oral or in writing, among the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained or referenced herein shall be valid or binding.

C. Assignment

Neither this Agreement nor any duties or obligations hereunder shall be assignable by any Party without the prior, express written consent of the other Parties. Any such assignment shall be contingent upon the assignee's execution of a written agreement with the remaining Parties to directly assume, perform, and be bound by the covenants, obligations and agreements contained herein. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the parties hereto.

D. Notices

All notices shall be in writing and shall be effective upon receipt if personally delivered, or three days after being deposited in the United States Mail, properly stamped, and addressed as follows:

If to City of Johnstown:

Sean Staneart
City Manager
599 South Main Street
Johnstown, OH 43031

with hard or electronic copy to:

Yazan Aswari, Esq.
City Law Director
FrostBrownTodd, LLP
10 West Broad Street, Suite 2300
Columbus, Ohio 43215
yaswari@fbtlaw.com

If to Village of Granville:

Herb Koehler
Village Manager
141 East Broadway (Physical)
PO Box 514 (Mailing)
Granville, Ohio 43023

with hard or electronic copy to:

William M. Mattes
Village Law Director
Dinsmore & Shohl LLP
191 West Nationwide Blvd., Suite 200
Columbus, Ohio 43215
Bill.mattes@dinsmore.com

If to Village of Alexandria:

Sean Barnes, Mayor
4 West Main Street (Physical)
PO Box 96 (Mailing)
Alexandria, Ohio 43001

with hard or electronic copy to:

David Ball
Village Solicitor
Rosenberg & Ball Co., LPA
205 South Prospect Street
Granville, Ohio 43023
dball@rosenbergball.com

If to Johnstown-Monroe School District:

Philip H. Wagner, Ph.D
Superintendent
85 W. Douglas Street
Johnstown, Ohio 43031

with hard or electronic copy to:

Derek Haggerty
Counsel to JM School District
Scott Scriven LLP
250 E. Broad Street, Suite 900
Columbus, Ohio 43215
derek@scottscrivenlaw.com

E. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any of the Parties, nor shall it be construed as granting any rights or benefits hereunder to anyone that is not a party hereto.

F. This Agreement may be executed in multiple counterparts, each of which shall be considered as part of the original. This Agreement shall be binding on the signatories hereto.

G. Legal counsel for one or more of the Parties may have previously represented or is currently representing other Parties in connection with other legal matters unrelated to this Agreement. Each Party agrees that such counsel may continue or undertake to represent the other Parties in other existing unrelated matters.

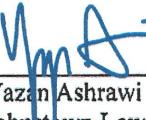
H. Governing Law

Any litigation arising from this Agreement, the terms, and provisions of the same, and performance under the terms hereof shall be lodged, pursued, and adjudicated in the Common Pleas Court of Licking County, Ohio.

CITY OF JOHNSTOWN

By: 
Sean Staneart, City Administrator

Approved as to form:

By: 
Yazan Ashrawi
Johnstown Law Director

VILLAGE OF GRANVILLE

By: 
Herb Kochler, Village Manager

Approved as to form:

By: 
Bill Matthes
Granville Law Director

VILLAGE OF ALEXANDRIA

By: 
Sean Barnes, Mayor

Approved as to form:

By: 
David Ball,
Alexandria Law Director

**JOHNSTOWN-MONROE LOCAL
SCHOOL DISTRICT**

Philip H. Wagner, Ph.D.
Superintendent

Approved as to form:

By: _____
Derek Haggerty, Counsel

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