

BY: Demarest

**RESOLUTION NO. 2023-39**

**A RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF JOHNSTOWN, AND THE VILLAGE OF ALEXANDRIA, OHIO REGARDING THE POTENTIAL ACQUISITION OF POTABLE WATER AND WASTEWATER INFRASTRUCTURE THROUGH A RIGHT OF FIRST REFUSAL**

**WHEREAS**, The Village of Granville, The Village of Alexandria and the City of Johnstown (hereinafter the "Parties") are municipal corporations located in proximity of each other; and,

**WHEREAS**, the Parties wish to cooperate in improving public health, safety, and welfare by making water and wastewater services more widely available; and

**WHEREAS**, there are areas proximate to Alexandria that are not currently served by a public water supply; and

**WHEREAS**, there are areas proximate to Alexandria that are experiencing sewage pollution problems due to the absence or inadequacy of existing wastewater services; and

**WHEREAS**, the Parties believe that Johnstown and Granville would be able to more cost-efficiently operate and maintain the water and wastewater infrastructure owned by Alexandria ("Infrastructure") and to expand same into adjoining areas; and

**WHEREAS**, the Parties have consulted with representatives of the Townships, which have expressed an interest in their residents having access to an affordable public water system and centralized wastewater system while preserving the character of the Townships, and intend to respect those interest; and

**WHEREAS**, Johnstown and Granville intend to work together to acquire and operate the Infrastructure but require additional time to perform appropriate due diligence and other tasks necessary to prepare and formalize an offer; and

**NOW, THEREFORE, BE IT RESOLVED** the Council of the Village of Granville, Ohio in consideration of the foregoing, and in accordance with the requirements of the Ohio Revised Code, The Ohio Constitution, The Granville Village Code and Charter does hereby agree that:

Section I. The Village Manager is hereby authorized to enter into an agreement with The City of Johnstown, and Village of Alexandria to explore the purchase of the Infrastructure through the Right of First Refusal. A copy of the Right of First Refusal is attached hereto and marked as Exhibit A.

Section II. This resolution shall take effect immediately upon passage.

Passed this 20<sup>th</sup> day of September, 2023.

  
\_\_\_\_\_  
Mayor Melissa Hartfield

ATTEST:

  
Autumn Klein, Clerk of Council

APPROVED AS TO FORM:



\_\_\_\_\_  
William Mattes, Law Director

**AGREEMENT**  
**AMONG THE CITY OF JOHNSTOWN, THE VILLAGE OF ALEXANDRIA, AND THE**  
**VILLAGE OF GRANVILLE, OHIO REGARDING THE ACQUISITION OF THE**  
**POTABLE WATER AND WASTEWATER INFRASTRUCTURE**

This Agreement is entered into by and between the City of Johnstown ("Johnstown"), the Village of Alexandria ("Alexandria"), and the Village of Granville ("Granville"), Ohio (collectively, the "Parties").

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.

WHEREAS, the Parties are municipal corporations located in proximity of each other; and

WHEREAS, the Parties wish to cooperate in improving public health, safety, and welfare by making water and wastewater services more widely available; and

WHEREAS, there are areas proximate to Alexandria that are not currently served by a public water supply; and

WHEREAS, there are areas proximate to Alexandria that are experiencing sewage pollution problems due to the absence or inadequacy of existing wastewater services; and

WHEREAS, the parties believe that Johnstown and Granville would be able to more cost-effectively operate and maintain the water and wastewater infrastructure owned by Alexandria ("Infrastructure") and to expand same into adjoining areas; and

WHEREAS, Johnstown and Granville intend to work together to acquire and operate the Infrastructure but require additional time to perform appropriate due diligence and other tasks necessary to prepare and formalize an offer;

NOW, THEREFORE, the parties agree as follows:

1. If Alexandria receives from a third party a bona fide offer to purchase any or all of the Infrastructure, before Alexandria may accept such an offer, Alexandria must first give written notice to Johnstown and Granville of the offer. Johnstown and Granville, individually or jointly, shall have sixty (60) days from the date of receipt of the offer, to provide Alexandria with written acceptance of the offer, upon the same terms and conditions as set forth therein. If Alexandria accepts the offer, closing shall take place within ninety (90) days from the date of acceptance. If Johnstown and/or Granville fail to accept the offer within sixty (60) days, Alexandria may proceed to sell to said third party in accordance with the terms of the offer.

2. Neither this Agreement nor any rights, duties or obligations hereunder shall be assignable by any party without the prior, express written consent of the other parties. Subject to the foregoing, this Agreement shall be binding upon the successors and assigns of the Parties hereto.

3. In the event that this Agreement, or any of its terms, conditions, or provisions, is challenged by any third party in a court of law, the parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the objective of upholding this Agreement. Each party shall bear its own costs in any such proceeding challenging this Agreement or any term or provision thereof.

4. By entering into this Agreement, none of the parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws including, without limitation, all those immunities accorded to governmental entities and their officers and employees under Chapter 2744 of the Ohio Revised Code.

5. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any of the provisions of the Ohio

Constitution or the Parties' respective municipal charters, municipal codes, or of the Ohio Revised Code.

6. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities which are not a party to this Agreement.

7. Notices required or authorized by this Agreement shall be addressed to:

If to Alexandria: Jim Jasper, Mayor  
4 West Main Street  
P.O. Box 96  
Alexandria, OH 43001

With copy to: David Ball  
Rosenberg and Ball Co., LPA  
250 West St #500  
Columbus, OH 43215

If to Granville: Herb Koehler, Village Administrator  
141 East Broadway  
P.O. Box 514  
Granville, OH 43023

With copy to: William Mattes  
Dinsmore & Shohl LLP  
191 W. Nationwide Blvd., Suite 200  
Columbus, OH 43215

If to Johnstown: Sean Stancart, City Manager  
599 South Main Street  
Johnstown, OH 43031

With copy to: Yazan Ashrawi  
Frost Brown Todd  
10 West Broad Street, Suite 2300  
Columbus, OH 43215

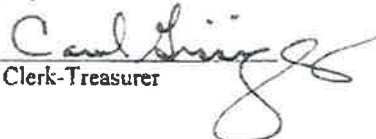
8. Nothing contained in this Agreement shall be construed to limit the authority of the Parties under Ohio law including, but not limited to, the right to levy taxes and assessments, or engage in other forms of financing as each party deems necessary or appropriate.

9. This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. It may not be modified orally, but only by agreement in writing signed by all Parties. This Agreement shall be governed by the law of Ohio.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly signed in their respective names by their duly authorized officers.

**VILLAGE OF ALEXANDRIA**

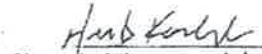
By:   
Mayor

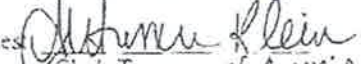
Attest:   
Clerk-Treasurer

APPROVED AS TO FORM:

  
Village Solicitor

**VILLAGE OF GRANVILLE**


By:   
~~City Administrator~~ Village Manager

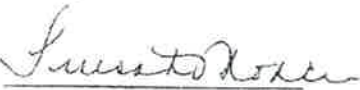
Attest:   
~~Clerk-Treasurer~~ of Council

APPROVED AS TO FORM:

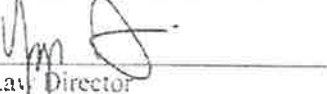
  
\_\_\_\_\_  
Law Director

**CITY OF JOHNSTOWN**

By:   
\_\_\_\_\_  
City Manager

Attest:   
\_\_\_\_\_  
Clerk-Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

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