

RESOLUTION NO. 21-23

A RESOLUTION AUTHORIZING REMOVAL OF A FENCE ON VILLAGE  
PROPERTY

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**WHEREAS**, the Village of New Madison, Ohio is agreeable to Tri-Village Schools removing a fence on Village property; and

**WHEREAS**, Tri-Village Schools will be responsible all costs associated with the removal of the fence;


**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the Village of New Madison, Darke County, Ohio:

**SECTION ONE:** Tri-Village Schools shall be allowed to remove the fence based upon the agreement attached hereto.

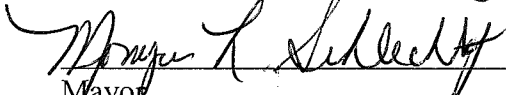
Passed this 20<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
President of Council

ATTEST:

  
\_\_\_\_\_  
Fiscal Officer

APPROVED by the Mayor this  
20<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
Mayor



**Agreement to remove fence on Village of New Madison property by and between Tri-Village Schools.**

1. Agreement made this 20<sup>th</sup> day of December 2021, by and between the Village of New Madison, ("Village"), and Tri-Village Schools "Owner".

2. Background.

Owner is the fee owner of certain real property located in the Village of New Madison, legally described in the attached Exhibit A.

The Village owns adjoining property to the Owner which currently has a fence erected on the property. Owner desires to remove the fence.

The Village is willing to allow the Owner to remove the fence for access purposes.

3. The Village hereby approves the Owner removing the fence under the following conditions:

A. Owner shall be solely responsible for costs of removing the fence.

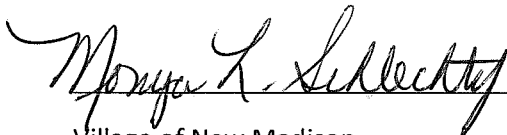
B. Owner is responsible for verifying that no conflict exists with utilities prior to removing the fence.

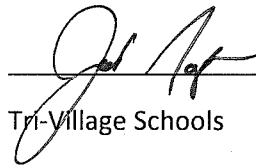
C. Owner shall replace the fence in good repair and shall comply with all Village Ordinances related to fences if there becomes an issue with the area where the fence is removed.

4. Hold Harmless and Indemnity. In consideration of being allowed to remove the Village's fence, Owner, their successors, heirs and assigns, hereby agree to indemnify and hold harmless the Village from any damage caused to the subject property, including the fence and any removal of fencing on the subject property, caused in whole or in part by the Owner.

5. Termination of Agreement. The Village may, at its sole discretion, terminate this Agreement at any time by giving the then Owner of the subject property thirty (30) days advance written notice, except that no notice period will be required in the case of an emergency condition as

determined solely by the Village and the Agreement may then be terminated immediately. The property owner shall replace the fence to the effective date of the termination of this Agreement. If the owner fails to do so the Village may replace the fence and charge the cost of replacement back to the owner for reimbursement.

  
Village of New Madison

  
Tri-Village Schools