



ROSS TOWNSHIP RESOLUTION

RESOLUTION NUMBER 2015-062

RESOLUTION ENTERING INTO A PROJECT GRANT AGREEMENT WITH THE BUTLER COUNTY STORMWATER DISTRICT FOR THE IT'S STORM WATER DISTRICT GRANT FUNDS; AUTHORIZING EXECUTION OF THE AGREEMENT; ESTABLISHING GRANT FUND NUMBER 2903 ENTITLED "BUTLER COUNTY STORM WATER DISTRICT GRANT"; BUDGETING RECEIPTS AND MAKING APPROPRIATIONS FOR EXPENSES; AND REQUESTING AN AMENDED CERTIFICATE OF ESTIMATED RESOURCES FROM THE BUTLER COUNTY AUDITOR

WHEREAS, beginning in late 2013, Ross Township (hereinafter referred to as the "Township") completed negotiations with the State of Ohio Department of Transportation (hereinafter referred to as "ODOT") to jointly fund and construct a 2000 ton salt storage barn on the Townships' property at 3133 Hamilton Cleves Road (hereinafter referred to as the "Project"); and

WHEREAS, at Resolution Number 2014-073 the Board authorized the application for grants from the Butler County Stormwater District (hereinafter referred to as the "District"), to assist in funding the Townships' portion of the cost for the Project; and

WHEREAS, the District, desires to award and enter into a grant agreement (hereinafter referred to as the "Agreement") with the Township for a grant to assist in funding the Townships' portion of the cost for the Project; and

WHEREAS, the Township desires to enter into said Agreement with the District for the above mentioned grant to provide funding assistance on the Project; and

WHEREAS, the said Agreement execution requires authorization of signature and dictates the need to establish a grant fund for the purpose of budgeting receipts and making appropriations for Project expenses; and

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

SECTION 1-A:

That the Board hereby enters into an Agreement with the District for District grant funds, with provisions substantially in the

form of the award Agreement attached hereto and marked as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

SECTION 1-B:

That the Ross Township Board of Trustees is herein authorized and directed to execute said Agreement and that Road Superintendent Paul Bulach serve as Project Manager for purpose of the Agreement and in connection to the District's grant in the amount of \$147,934.00 in order to fund the Project.

SECTION 1-C:

That Grant Fund Number 2903 entitled "Butler County Storm Water District Grant" is herewith established for the purpose of budgeting receipts and making appropriations for expenses for said grant project as follows:

1. Anticipated receipts of \$147,934.00 in Fund Number 2903 entitled "Butler County Storm Water District Grant" are hereby budgeted as follows:
 - a. A grant award in the amount of \$147,934.00 from the Butler County Stormwater District.
2. To make provision for the current expenses and other expenditures of said Board of Trustees, during the fiscal year ending December 31, 2015, appropriations be amended with the additional appropriation of \$147,934.00 to Fund Number 2903 entitled "Butler County Storm Water District Grant".

SECTION 1-D:

That the Fiscal Officer of Ross Township hereby be directed to request an Amended Certificate of Estimated Resources from the Butler County Auditor.

SECTION 2:

That this resolution shall take effect upon receipt of the Amended Certificate of Estimated Resources from the Butler County Budget Commission.

SECTION 3:

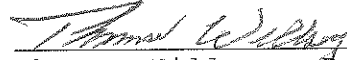
It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCTION AND VOTE RECORD:

Trustee Willsey introduced the foregoing Resolution and moved its adoption, Trustee Yordy seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees
this 5th day of November, 2015.



Thomas Willsey, President




Raymond Wurzelbacher, Vice President



Ellen Yordy, Trustee

AUTHENTICATION

This is to certify that this resolution was duly adopted by the
Board of Trustees, and filed with the Ross Township Fiscal
Officer, this 5th day of November, 2015.



Judy Huffman
Ross Township Fiscal Officer

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BUTLER COUNTY STORM WATER DISTRICT
GRANT AGREEMENT

This Agreement made this ___ day of _____, 2015, by and between the Board of County Commissioners of Butler County, Ohio (the "County"), on behalf of the Butler County Storm Water District (the "District"), and the Board of Township Trustees of Ross Township, Butler County, Ohio (the "Township").

WHEREAS, the District is a sewer district established by the County pursuant to R.C. §6117.01(B) to acquire, construct, maintain, and operate within the district drainage facilities that it determines to be necessary or appropriate for the collection of waters and other wastes originating in or entering the district, to comply with the provisions of a contract entered into for the purposes described in R.C. §§ 6117.41 to 6117.44 and pursuant to those sections or other applicable provisions of law, or for the collection, control, or abatement of waters originating or accumulating in, or flowing in, into, or through, the district, and other drainage facilities, within or outside of the district, that it determines to be necessary or appropriate to conduct the wastes and waters to a proper outlet and to provide for their proper treatment, disposal, and disposition; and

WHEREAS, R.C. §6117.021 authorizes the County to enter into a contract with another public agency under which the public agency will conduct projects and activities for the purpose of complying with the requirements of phase II of the storm water program of the national pollutant discharge elimination system established in 40 C.F.R. part 122; and

WHEREAS, the District is a co-permittee with the Township under the NPDES Phase II permit relating to portions of Butler County, including Ross Township; and

WHEREAS, the Township has entered into an Agreement with the Ohio Department of Transportation ("ODOT") in connection with the following described project:

ODOT will construct a new 2,000 ton Salt Storage Structure (the "Facility") on property owned by the Township which is located at 3133 Hamilton Cleves Rd., Ross Township, Hamilton, OH 45013. The Township is responsible to pay \$150,000 of the costs associated with the construction of the Facility (the "Township Share"), and ODOT will be responsible for the payment of all other construction costs of the Facility.

(the "Project"); and

WHEREAS, the County has determined that the Project will be conducive to the orderly and efficient containment of road salt and minimize the migration of deicing material into local surface and ground water thereby contributing to compliance with the applicable NPDES Phase II permit; and

WHEREAS, the County has determined to provide money to the Township to be used solely for the payment of the Township Share in connection with the construction of the Facility.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Within thirty (30) days of the execution of this agreement, the County will provide money to the Township from the District's funds in the amount of \$147,934 to be used

exclusively for the Township to satisfy its obligation to fund the Project under its agreement with ODOT.

2. County reserves the right to require that Township furnish County with documentation acceptable to County that the monies provided by the County under this Agreement were expended exclusively in connection with the construction of the Project. Upon reasonable request, County may inspect expenditure records maintained by Township to verify that the monies were expended as required by this Agreement.
3. Township will comply with all requirements of the Township's agreement with ODOT in regards to construction, operation, maintenance, and repair of the Facility. County shall have no obligation in regards to the operation, maintenance, and repair of the Facility.
4. Township shall ensure that the Facility as designed, constructed, operated, maintained and repaired complies with all applicable requirements of the NPDES Phase II permit applicable to Ross Township.
5. In the event that the Project is not completed within two hundred seventy (270) days after the execution of this Agreement, Township shall return to the County all monies provided by County to Township under the terms of this Agreement.
6. County's sole and exclusive obligation under the terms of this Agreement is to make the payment(s) in accordance with the terms of this Agreement.
7. Nothing contained in this Agreement shall be construed to create any partnership, or joint venture between County and Township, and Township shall not represent that in connection with the Project that any such relationship exists.
8. Township shall be solely responsible for, and shall defend County, its officers, boards, commissions, employees, and agents from and against, any and all claims or liabilities arising from, related to or connected with the construction of the Project or the performance by Township of its obligations under this Agreement, whether such performance is by Township or by any contractor, subcontractor or by anyone directly or indirectly employed by any of them.
9. All notices or other communications provided for herein shall be in writing and shall be deemed given when personally delivered or when sent by United States certified mail addressed as follows:
 - a. If to County: Board of County Commissioners of Butler County, attn: County Administrator, 315 High St., 6th Floor, Hamilton, OH 45011
 - b. If to District: Butler County Storm Water District, attn: District Coordinator, 1921 Fairgrove Ave., Hamilton, OH 45011
 - c. If to Township: Ross Township Board of Township Trustees, attn: Township Administrator, 3133 Hamilton Cleves Rd., Hamilton, OH 45013

Either party may designate a modified or additional address for delivery of notices by providing written notice of such designation to the other party not less than ten (-10-) days prior to the effective date thereof.

10. Neither party shall assign this Agreement without the consent of the other.

11. This Agreement contains the entire agreement of the parties and may not be modified or amended except by a written agreement executed by the parties. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. If any term or provision of this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such term or provision only will be void to the extent of such invalidity, and the remainder of this Agreement will remain in full force and effect. Time is of the essence with respect to each party's performance of all obligations under this Agreement.

IN WITNESS WHEREOF, the Board of County Commissioners of Butler County, Ohio, by adoption of its Resolution No. _____ on _____ has approved and authorized the execution of this Agreement; and the Board of Township Trustees of Ross Township, by adoption of its Resolution No. _____ on _____ has approved and authorized the execution of this Agreement.

BOARD OF COUNTY COMMISSIONERS OF
BUTLER COUNTY, OHIO

BOARD OF TOWNSHIP TRUSTEES OF ROSS
TOWNSHIP

By _____
T.C. Rogers, President

By _____
Thomas E. Willsey, Trustee

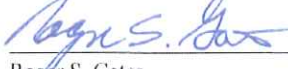
By _____
Cindy Carpenter, Vice-President

By _____
Raymond J. Wurzelbacher, Trustee

By _____
Donald L. Dixon, Commissioner

By _____
Ellen Yordy Trustee

Approved as to Form Only:



Roger S. Gates
Assistant Prosecuting Attorney

10/22/15

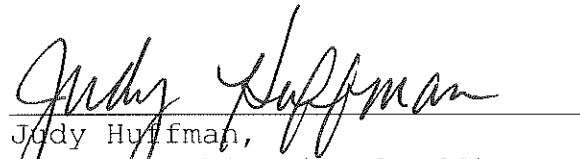
Date

**CERTIFICATE AS TO COPY,
ORIGINAL ON FILE**

STATE OF OHIO, COUNTY OF BUTLER, SS:

I, Judy Huffman, Fiscal Officer of the Board of Township Trustees of Ross Township, in said county, and in whose custody the Files and Records of said Board are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution now on file with said Board, that the foregoing has been compared by me with said original and copied from the original document, and that the same is a true and correct copy thereof.

This 5th day of November, 2015.



Judy Huffman,
Ross Township Fiscal Officer

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