

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD MARCH 1, 2021
ORANGE TOWNSHIP - DELAWARE COUNTY**

The electronic recordings of this meeting serve as the official meeting minutes.
A full and accurate account of this meeting’s audio and video can be found at www.orangetwp.org

Mr. Grumbles called the meeting to order at 6:03 p.m.

PRESENT: Ben Grumbles, Chair
Deborah Taranto, Vice-Chair
Ryan Rivers, Trustee
Lisa Kraft, Fiscal Officer

ALSO PRESENT: Bill Cowan, Director of Operations
Scott Rice, Fire Chief
Michele Boni, Development and Zoning Director
Andrew King, Township Administrator

APPROVAL OF CONSENT AGENDA

1) IN THE MATTER OF APPROVING THE CONSENT AGENDA FOR THE REGULAR MEETING HELD ON MARCH 1, 2021:

It was moved by Mr. Grumbles, seconded by Ms. Taranto to approve the consent agenda for Regular Meeting held on March 1, 2021:

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD HEREBY APPROVES THE FOLLOWING CONSENT AGENDA ITEMS FOUND IN LINE ITEMS A) & B)

A) RES.21-072 APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM THE REGULAR MEETING HELD ON FEBRUARY 16, 2021:

WHEREAS, the Board of Trustees for Orange Township, Delaware County, Ohio (the “Board”) met in regular session on February 16, 2021; and

WHEREAS, the Fiscal Officer has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the Regular Meeting held on February 16, 2021

B) RES.21-073 APPROVING PURCHASE ORDERS, THEN AND NOW PURCHASE ORDERS, AND BLANKET PURCHASE ORDERS AS LISTED:

Vendor	Description	Account	Amount
TruGreen Commercial RES.21-074	Grub Worm and Fertilizer Treatments for Parks	2901-760- 360-0000 (Parks)	\$22,922.66

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Jeff A. & Lori L. Mucha RES.21-075	North Road Trail Easement	2901-760-730-0002 (Parks)	\$22,000.00
Kristen & Ian Kelly RES.21-075	North Road Trail Easement	2901-760-730-0002 (Parks)	\$15,674.00
Susan A. Hilty RES.21-075	North Road Trail Easement	2901-760-730-0002 (Parks)	\$10,181.00
KORDA/Nemeth Engineering, Inc. RES.21-076	Lewis Center Trail Phase III Agreement	2901-760-730-0010 (Parks)	\$117,873.00
KORDA/Nemeth Engineering, Inc. RES.21-077	North Road Trail Engineering & Design	2901-760-730-0002 (Parks)	\$23,750.00

RES.21-074 APPROVE 2021 TRUGREEN PARK LAWN CARE AGREEMENT

The Board of Trustees of Orange Township, Delaware County, Ohio (“Board”) met in regular session on March 1, 2021 with the following members present:

- Ben Grumbles
- Deborah Taranto
- Ryan Rivers

Mr. Grumbles moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board of Trustees is desirous of maintaining Township owned park lands, specifically, Township Hall Park, North Road Park, Walker Wood Park, Glen Oak Park, Ro Park, North Orange Park and Bridge Park.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. The Board has considered the TruGreen price proposal and Standard Terms and Conditions for grub control and lawn fertilizing services for the 2021 growing season.
- B. The Board hereby accepts the proposal and approves the associated cost of \$22,922.66.
- C. The Board directs the Township Administrator, Andrew King to sign any and all documents necessary for acquisition of the easements described herein.
- D. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted

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in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

E. This Resolution shall be in full force and effect immediately upon adoption.

Ms. Taranto seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this March 1, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft
Orange Township Fiscal Officer

RES.21-075 APPROVE PAYMENTS FOR NORTH ROAD MULTIUSE TRAIL EASEMENTS

The Board of Trustees of Orange Township, Delaware County, Ohio (“Board”) met in regular session on March 1, 2021 with the following members present:

Ben Grumbles
Deborah Taranto
Ryan Rivers

Mr. Grumbles moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board has been desirous of obtaining multiuse trail easements for three undeveloped trail segments along North Road; and,

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WHEREAS, the Board hired KORDA/Nemeth Engineering Inc., to provide surveyed legal descriptions and conceptual drawings for the three undeveloped trail segment easements; and,

WHEREAS, the Board hired Dunrobin Associates, LLC to negotiate fair prices for the three undeveloped trail segment easements.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

A. The Board has considered the three following Temporary Construction Easements, Trail Easements and Temporary Entrance and Work Agreements as negotiated and prepared by Dunrobin Associates, LLC:

Property Owner: Jeff A. and Lori L. Mucha
Parcel No. 318-220-01-074-000

<u>Item</u>	<u>Cost</u>
Temporary Construction Easement	\$ 2,066.00
Trail Easement.....	\$19,934.00
Temporary Entrance and Work Agreement..	<u>\$ 0.00</u>
	\$22,000.00

Property Owner: Kristen and Ian Kelly
Parcel No. 318-220-01-072-000

<u>Item</u>	<u>Cost</u>
Temporary Construction Easement	\$ 1,546.00
Trail Easement.....	\$14,128.00
Temporary Entrance and Work Agreement..	<u>\$ 0.00</u>
	\$15,674.00

Property Owner: Susan A. and Milo D. Hilty
Parcel No. 318-220-01-075-000

<u>Item</u>	<u>Cost</u>
Temporary Construction Easement	\$ 1,193.00
Trail Easement.....	\$ 8,988.00
Temporary Entrance and Work Agreement..	<u>\$ 0.00</u>
	\$10,181.00

- B. The Board hereby accepts the easements and approves the associated cost of each.
- C. The Board directs the Township Administrator, Andrew King to sign any and all documents necessary for acquisition of the easements described herein.
- D. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

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E. This Resolution shall be in full force and effect immediately upon adoption.

Ms. Taranto seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this March 1, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft
Orange Township Fiscal Officer

**RES.21-076 APPROVING AN AGREEMENT TO PROVIDE ENGINEERING SERVICES FOR
LEWIS CENTER PHASE III MULTI USE TRAIL WITH KORDA/NEMETH ENGINEERING, INC.
("KORDA")**

The Board of Trustees of Orange Township, Delaware County, Ohio ("Board") met in regular session on March 1, 2021 with the following members present:

Ben Grumbles
Deborah Taranto
Ryan Rivers

Mr. Grumbles moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board desires to approve a Lewis Center Trail Phase III Agreement with KORDA for the purpose of providing engineering, design, project oversight and other work as described within the Agreement

RESOLUTION

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NOW THEREFORE, BE IT RESOLVED:

- A. The Board hereby approves the Fee Proposal in the amount of \$117,873.00.
- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- C. The Board authorizes the Orange Township Administrator to sign the Fee Proposal and any other documents related to this project.
- D. This Resolution shall be in full force and effect immediately upon adoption.

Ms. Taranto seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this March 1, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft
Orange Township Fiscal Officer

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RES.21-077 APPROVING A PROFESSIONAL SERVICES FEE PROPOSAL FOR ENGINEERING AND DESIGN OF NORTH ROAD MULTI-USE TRAIL CONNECTIONS WITH KORDA/NEMETH ENGINEERING, INC.

The Board of Trustees of Orange Township, Delaware County, Ohio (“Board”) met in regular session on March 1, 2021 with the following members present:

Ben Grumbles
Deborah Taranto
Ryan Rivers

Mr. Grumbles moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board desires to approve a Fee Proposal for professional services with KORDA/Nemeth Engineering, Inc., for engineering, design and construction management services for North Road Multi-use trail connections through three parcels known as the Kelly parcel, the Mucha parcel and the Hilty parcel.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. The Board hereby approves the Fee Proposal in the amount of \$23,750.00.
- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- C. The Board authorizes the Orange Township Administrator to sign the Fee Proposal and any other documents related to this project.
- D. This Resolution shall be in full force and effect immediately upon adoption.

Ms. Taranto seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this March 1, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

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Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft, Orange Township Fiscal Officer
Orange Township, Delaware County, Ohio

RES.21-078 ENTER INTO AGREEMENT WITH OLENTANGY RUGBY FOR USE OF RECREATIONAL PREMISES LOCATED AT NORTH ORANGE PARK

Mr. Grumbles moved the adoption of the following Resolution:

BE IT RESOLVED that the Board of Township Trustees of Orange Township, Delaware County, Ohio, approve and enter into an agreement with Olentangy Rugby for the use of recreational premises located at North Orange Park. The agreement shall be in the form presented to the Board as being made with Olentangy Rugby titled *Olentangy Rugby North Orange Park Field 1 2nd Use Agreement* and bearing in its footer the identifying version date of 02/12/2021.

BE IT FURTHER RESOLVED that Director of Operations Mr. William Cowan shall execute such Agreement on behalf of the Board.

This Resolution shall take effect and be in force immediately upon passage.

Motion seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. 21-078 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

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Date: _____

Lisa Kraft, Orange Township Fiscal Officer
Orange Township, Delaware County, Ohio

**RES.21-079 ACCEPTING THE BID AND AWARDING THE CONTRACT FOR THE 2021-2023
CONTRACT FOR SWIMMING POOL AND CONCESSION STAND OPERATION AND
MANAGEMENT**

The Board of Trustees of Orange Township, Delaware County, Ohio (“Board”) met in regular session on March 1, 2021 with the following members present:

Ben Grumbles
Deborah Taranto
Ryan Rivers

Mr. Grumbles Moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board let a Request for Bids (“RFB”) for the 2021-2023 Contract for Swimming Pool and Concession Stand Operation and Management (“Contract”); and,

WHEREAS, the Board received bids from that RFB and now desires to accept the lowest and best bid and award the Contract.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

A. The Board received two (2) responsive bids to the RFB. The bidders and Total Bid Amounts received from these bidders were as follows:

Bidder Name	Total Bid Amounts
<u>Columbus Pool Management, Inc.</u>	<u>\$747,327.00</u>
<u>Swimsafe Pool Management, Inc.</u>	<u>\$750,000.00</u>

B. The Board hereby determines the lowest and best bid for the Contract was submitted by Columbus Pool Management, Inc. (“Contractor”), who submitted a Total Bid Amount of \$747,327.00.

C. The Board hereby accepts the bid submitted by the Contractor named in Section B above and approves and awards the Contract to said Contractor. The Contract is attached as and incorporated herein as Exhibit 1.

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- D. The Board directs the Township Administrator, Andrew King, to notify the Contractor in writing of the award and to also notify in writing the unsuccessful bidder.
- E. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- F. This Resolution shall be in full force and effect immediately upon adoption.

Mr. Rivers seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this March 1, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft
Orange Township Fiscal Officer

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. 21-079 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

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Date: _____

Lisa Kraft
Orange Township Fiscal Officer

**RES.21-080 TO AMEND RESOLUTION NO.21-045 TO APPROVE DELAWARE COUNTY
ENGINEER 2021 ORANGE TOWNSHIP ROAD IMPROVEMENT PROJECT WITH UPDATED
ESTIMATE**

The Board of Trustees of Orange Township, Delaware County, Ohio (“Board”) met in regular session on March 1, 2021 with the following members present:

Ben Grumbles
Deborah Taranto
Ryan River

Mr. Grumbles moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, the Board recognizes and approves the Delaware County Engineer 2021 Orange Township Road Improvement Project Estimate dated 12/23/2020, (“Estimate”) in the amount of \$903,000.00, attached hereto;

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. The Board hereby recognizes and approves the Estimate;
- B. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.
- C. On behalf of the Orange Township Board of Trustees, the Township Administrator is authorized to execute the Estimate;
- D. This Resolution shall be in full force and effective immediately upon adoption.

Mr. Rivers seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this March 1, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,**

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DELAWARE COUNTY, OHIO

Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Lisa Kraft
Township Fiscal Officer
Orange Township, Delaware County, Ohio

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. 21-080 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: _____

Lisa Kraft
Township Fiscal Officer
Orange Township, Delaware County, Ohio

CON.2021.03.01.1: CONSENSUS TO ACCEPT THE REVISED ODOT 2020 MILEAGE CERTIFICATION FORMS

RES.21-081 ACCEPTING AND APPROVING SUPER BLANKET CERTIFICATES

The Board of Trustees of Orange Township, Delaware County, Ohio (“Board”) met in regular session on October 19, 2020 with the following members present:

Ben Grumbles
Deborah Taranto

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ORANGE TOWNSHIP - DELAWARE COUNTY**

Ryan Rivers

Mr. Grumbles Moved the adoption of the following Resolution:

PREAMBLE

WHEREAS, a request for approval of Super Blankets was presented to the Board; and,

WHEREAS, the Board has reviewed and desires to accept and approve the Super Blankets.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

A. The Board hereby accepts and approves the following Super Blankets effective January 1, 2021:

Purchased Services	2272-490-300-0000	\$100,000
Supplies & Materials	2272-490-400-0000	\$100,000

Seconded by Mr. Rivers

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-082 REPEAL AND REPLACE RES.21-046 RECREATIONAL TRAIL GRANT AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE ORANGE TOWNSHIP BOARD OF TRUSTEES

I. GRANT OFFER

The Delaware County Board of Commissioners (the “Board”), acting pursuant to sections 9.482, 301.26, 307.15, and 307.281 of the Revised Code, hereby offers to the Orange Township Board of Trustees (hereinafter the “Grantee”), grant assistance subject to the terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$20,000.

The work by the Grantee under this grant agreement shall be completed by September 30, 2022, unless extended upon written agreement of both parties.

The Board will provide funds for the Grantee’s eligible expenses in accordance with the attached Conditions.

The Grantee shall provide the Board with copies of Memoranda of Understanding (“MOU”) related to the project between Orange Township and the relevant property owners no later than March 1, 2020. If the MOU are not received by that date, then the Grant Offer shall be canceled and this Agreement terminated.

II. GRANT TERMS

The Board and the Grantee agree as follows:

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1. The Grantee shall implement or continue the activities within the projected budget and time frame (the “Grant Term”) and in accordance with any special terms and conditions for funding more specifically described and stated in “Exhibit A”, which is attached and incorporated herein by reference.
2. The Grantee shall:
 - a. Expend all funds in accordance with the requirements pertaining to eligible project costs for the Delaware County Trail Assistance Program.
 - b. Comply with all the requirements now or hereafter in effect for the Delaware County Trail Assistance Program, including, but not limited to, the assurances and certifications contained in this Agreement.
 - c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of funds authorized herein.
 - d. Utilize grant funds for the approved activities (excluding administration) by the end of the Grant Term. Funds not committed and/or expended by the end of the Grant Term shall be returned to the Board.
3. The effective date of this Agreement is the date on which the Delaware County Administrator executes the Agreement. Unless otherwise extended, suspended, or terminated by the Board, this Agreement shall remain in effect until such time as the Grantee has expended or returned to the Board the funds authorized hereunder and met all terms and conditions for the receipt of funds pursuant to this Agreement.
4. Disbursement of Funds. The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Board established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Board. Further, in no event will a disbursement or further disbursements be made after a notice by the Board of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Board.
5. Advancement of Funds. If an advance of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose or another purpose permitted under this Agreement and approved by the Board, or if the Grantee decides not to use the money, upon such disbursal or upon such decision, the Grantee shall immediately return to the Board the funds advanced.
6. Availability of Funds. All Board funding is subject to the availability of funds, subject to appropriation by the Board. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.
7. Increase of Funds. The Grantee agrees that the Board may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds.

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8. Monitoring. The Grantee agrees that the Board may, at the Board's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Board may request.

9. Records Retention Period. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Board.

10. Reporting Schedule. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Board may require.

11. All reports, correspondence, and documents required under this Agreement shall be submitted to:

Zachary Dowley
Economic Development Specialist
Delaware County, Ohio
91 North Sandusky Street
Delaware, Ohio 43015
zdowley@co.delaware.oh.us

12. Procurement. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that comports with all competitive bidding laws applicable to the Grantee or, if no such laws apply to Grantee, provides for maximum open and free competition.

13. Reasonable Costs. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

14. Cost Overruns. All cost overruns shall be the responsibility of the Grantee.

15. General Compliance. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review and approval by Board staff to ensure compliance with Board, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Board.

16. Records Review. The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Board or its authorized representatives for review by the Board to ensure conformity with the terms of this Agreement.

17. Contractors and Subcontractors. The Grantee, all contractors and subcontractors shall ensure that any construction implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe and sanitary conditions and meet all applicable local codes.

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18. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property, and shall observe the safety provisions of all applicable laws and building and construction codes.

19. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

20. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker's compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under this Agreement.

21. Discrimination. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement shall be open to all regardless of age, sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law.

22. Conflict of Interest. If any member of the Grantee's governing body or staff has an identity of interest with any of the persons or businesses providing supplies or services for which funds are being advanced under this Agreement, the Grantee shall make written disclosure of the nature and extent of the relationship to the Board prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Board.

23. Liability. Delaware County and the Board, and their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

24. Hold Harmless.

a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Board, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

b. If Grantee is a private entity, Grantee shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent

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ORANGE TOWNSHIP - DELAWARE COUNTY**

caused by any negligent acts, errors or omissions of the Grantee, its employees, agents, contractors, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

c. If Grantee is an Ohio governmental entity, Grantee shall require that any contractor or subcontractor performing work subject to funding under this Agreement shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the contractor or subcontractor, or their employees, agents, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

25. Violations of Grant Agreement. The Board reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Board shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Board, within the time prescribed herein, this Agreement may be terminated forthwith by the Board.

26. Suspension of Grant. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available, on reasonable notice to the Grantee, the Board may suspend the grant and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding, or a decision to terminate in accordance with this Agreement. The Board shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

27. Termination for Cause. The Board may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Board determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available. The Board shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date.

28. Termination for Convenience. The Board or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Board shall pay from available Grant funds; the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

29. Remedies. The Grantee hereby agrees that the election of the Board to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

30. Severability. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD MARCH 1, 2021
ORANGE TOWNSHIP - DELAWARE COUNTY**

Seconded by Mr. Rivers

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

ORANGE TOWNSHIP BOARD OF TRUSTEES

Date: _____

By: _____

BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO

Date: _____

By: _____

Michael A. Frommer, County Administrator

Pursuant to Resolution No. 21-_____

Approved as to Form:

Staff Attorney, Board of Commissioners
Delaware County, Ohio

AUDITOR'S CERTIFICATION

The Delaware County Auditor hereby certifies that the funds required to meet the obligations set forth in this Agreement have been lawfully appropriated for such purpose and are in the County treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the Ohio Auditor of State that the Orange Township Board of Trustees has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____

George Kaitsa
Auditor, Delaware County, Ohio

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD MARCH 1, 2021
ORANGE TOWNSHIP - DELAWARE COUNTY**

**RES.21-083 REGRETFULLY ACCEPT RESIGNATION OF WILLIAM COWAN FROM HIS
POSTION AS DIRECTOR OF OPERATIONS**

Motion by Mr. Grumbles to regretfully accept the resignation of William Cowan from his position as Director of Operations effective March 20, 2021.

Seconded by Mr. Rivers

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

**CON.2021.03.01.2: CONSENSUS TO CONTINUE WORKING WITH GUIDE STUDIO FOR
NEWSLETTER DEVELOPMENT**

RES.21-084 MEETING ADJOURNMENT

Motion by Mr. Grumbles to adjourn.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Notice: Copies of documents referred to in this journal can be obtained by contacting the Orange Township Administrator.

Ben Grumbles, Chair

Deborah Taranto, Vice-Chair

Ryan Rivers, Trustee

Attest: _____
Lisa Kraft, Fiscal Officer