

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR TRUSTEE MEETING HELD OCTOBER 4, 2023
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

Mrs. Fouss called the meeting to order at 3:00 p.m.

PRESENT: Erica Fouss, Chair
Michael Ringle, Trustee
Lisa Kraft, Fiscal Officer

ALSO PRESENT: Michele Boni, Township Administrator
Valerie Bunting, Administrative Manager
Silas Bowers, Director of Operations
Nathan McNeil, Fire Chief
Robin Duffee, Development and Zoning Director

ABSENT: Lisa Knapp, Vice Chair
Mike Kremnitzer, Senior Human Resources Manager

CON.23-10.04.01 PROCLAMATION FOR OCTOBER AS HINDU HERITAGE MONTH

The Board of Trustees proclaimed October 2023 as Hindu Heritage Month.

APPROVAL OF CONSENT AGENDA

1) IN THE MATTER OF APPROVING THE CONSENT AGENDA FOR THE REGULAR MEETING HELD ON OCTOBER 4, 2023:

It was moved by Mrs. Fouss, seconded by Mr. Ringle to approve the consent agenda for the Regular Trustee Meeting held on October 4, 2023

Seconded by Mr. Ringle

VOTE: Fouss – Yes Knapp – Absent Ringle - Yes

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

A) RES.23-255 APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM THE REGULAR TRUSTEE MEETING HELD ON SEPTEMBER 20, 2023 AND THE SPECIAL TRUSTEE MEETING HELD ON SEPTEMBER 28, 2023

Motion by Mrs. Fouss

WHEREAS, the Board of Trustees for Orange Township, Delaware County, Ohio (the "Board") met in regular session on October 4, 2023

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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 of the Regular Trustee Meeting held on September 6, 2023 and the Special Trustee Meeting held on September 28, 2023.

B) RES.23-256 APPROVING PURCHASE ORDERS, THEN AND NOW PURCHASE ORDERS, AND BLANKET PURCHASE ORDERS AS LISTED:

Vendor	Description	Account	Amount
Midstates Recreation	Picnic Table Replacement	Parks Levy	\$8,880.00
US Heating & Air Conditioning	Heating & Cooling Materials & Install @1680	Buildings	\$26,285.00
Strawser Paving Company Inc.	Green Meadows Path Contingency	Parks Levy	\$10,000.00

RES.23-257 RESOLUTION AUTHORIZING MICHELE BONI, ORANGE TOWNSHIP ADMINISTRATOR, TO PREPARE AND SUBMIT COOPERATIVE PROJECT AGREEMENT BETWEEN DELAWARE COUNTY, BERLIN TOWNSHIP AND ORANGE TOWNSHIP FOR IMPROVEMENTS TO SHANAHAN ROAD AND TO EXECUTE THE AGREEMENT;

Motion by Mrs. Fouss

**COOPERATIVE PROJECT AGREEMENT
BETWEEN DELAWARE COUNTY,
BERLIN TOWNSHIP AND
ORANGE TOWNSHIP
FOR IMPROVEMENTS TO SHANAHAN ROAD**

This Project Agreement (the “Agreement”) is made by and among the Board of Commissioners of Delaware County (“County”), Berlin Township and Orange Township (individually referred to as “Township” and severally as “Townships”) and the County Engineer, hereinafter individually referred to as a “Party” and collectively referred to as the “Parties” to the Agreement.

WHEREAS, the Parties have determined the need to make improvements to Shanahan Road (Township Road 100) including widening, paving and grading the road (the “Project,” as hereinafter defined in Section 1.1); and

WHEREAS, pursuant to Section 5541.02 of the Ohio Revised Code, a Board of County Commissioners shall select and designate a connected system of county highways connecting with either a state highway or another county road(s), and upon creation of a map prepared by the

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County Engineer and approved by the Director of Transportation, such highways shall be considered county roads; and

WHEREAS, pursuant to Section 307.15 of the Ohio Revised Code, the County may enter into an agreement with the Townships, whereby the County undertakes, and is authorized by the Townships, to exercise any power, perform any function, or render any service on behalf of the Townships, that the Townships may exercise, perform or render; and

WHEREAS, the Parties desire to cooperate for the purpose of completing the Project;

WITNESSETH:

In consideration of the mutual benefits accrued, the Parties hereby agree as follows:

1 PROJECT

- 1.1 Description of the Project.** The Project includes reconstructing, grading, widening and paving Shanahan Road as a three-lane roadway from a point approximately 500 feet east of U.S. 23 to the intersection of North Road (Township Road 272), and ancillary roadway and drainage work necessary to complete the Project.

2 PROJECT DELIVERY AND ESTIMATED COSTS

- 2.1 County to Complete Project.** The County will perform, procure, acquire, complete and pay for the planning, engineering, right of way acquisition, utility relocation and construction of the Project at the earliest practicable date. As of the date of this Agreement, the estimated completion of the Project is December 1, 2026.
- 2.2 Cost Estimates.** The estimated project costs, as of the date of this Agreement, are as follows:

Preliminary and Design Engineering	\$480,000
Right of Way Acquisition	\$1,450,000
Utility Relocation	\$700,000
Construction	\$3,900,000
<u>Construction Engineering</u>	<u>\$180,000</u>
Total Project Cost	\$6,710,000

3 COST SHARING

- 3.1 Township Share of Cost.** Berlin Township and Orange Township shall each contribute a fixed amount of One Million Fifty Thousand Dollars (\$1,050,000.00) toward the construction cost of the Project, to be paid in one or more installments by the dates specified below. Such amounts shall be the entire Township Cost Share contributed to the Project by the Townships.

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The source of funds paid by a Township for its Cost Share shall be from non-federal sources and shall not obligate the County to any additional federal or state rules or regulations beyond those ordinarily applicable to public road projects paid for with county general revenue funds or Ohio Public Works Commission funds.

Each Township, in its sole discretion, may pay for its share of the Project from the proceeds of any township tax levies or other funds legally allowed for use on road improvements, including funds from tax increment financings (TIF's) placed by the Township upon properties in the vicinity of the Project.

Schedule of Contributions by Each Township.

Not later than June 30, 2025	\$150,000.00
Not later than June 30, 2026, an additional	\$150,000.00
Not later than June 30, 2027, an additional	\$150,000.00
Not later than June 30, 2028, an additional	\$150,000.00
Not later than June 30, 2029, an additional	\$150,000.00
Not later than June 30, 2030, an additional	\$150,000.00
Not later than June 30, 2031, an additional	\$150,000.00
Total Sum Paid Per Township	\$1,050,000.00

3.2 Townships to Jointly Apply for Ohio Public Works Commission Funding. The Townships agree to cooperate to file an application for funding assistance to the Ohio Public Works Commission (OPWC) through the State Capital Improvement Program (SCIP) and/or Local Transportation Improvement Program (LTIP), with Berlin Township being the lead applicant, subject to the following:

3.2.1 Grant Amount. Minimum of \$475,000 and a maximum of \$500,000 for the construction phase of the Project, determined by the County Engineer based on the highest whole percentage point of the estimated project cost at the time of the application which provides a grant request within this range.

3.2.2 Grant Year. The application shall be for funds to be awarded in State Fiscal Year (SFY) 2026. If the application is not granted for the minimum amount specified in SFY 2026, the Parties agree to resubmit the application again for SFY 2027, unless a construction contract for the Project is awarded by the County, or the County releases the Townships from this obligation.

3.2.3 Local Matching Funds. The grant funds provided through this grant shall not supplant funds to be paid by each Township as specified in Section 3.1; however, the funding provided by the County and Townships as specified herein, shall be considered, collectively, to be the necessary local match required for the SCIP and LTIP programs and no additional Township local match to the grant funds shall be required.

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3.2.4 County Engineer to Prepare Application, Townships to Promptly Approve. The County Engineer agrees to prepare the necessary application forms, and Townships agree to promptly approve such application.

3.2.5 County Engineer to Administer Grant through Construction. The County Engineer shall administer the grant on behalf of the Townships through the construction phase, and shall coordinate direct payment from OPWC to the contractor as required.

3.3 County Share of Cost and County's Right to Pursue Other Sources of Funding. The County shall pay for all costs of the Project as amounts are due. The County may seek reimbursement or cost participation in the Project from other sources, including, but not limited to, tax increment financing, special assessments, and/or payments made by property owners or developers in lieu of construction of public improvements associated with subdivisions on adjacent or nearby properties.

3.4 Township Contributions Subject to Future Appropriation and Availability of Funds. The Township contributions described in Section 3.1 shall be subject to future appropriation and availability of funds by Berlin and Orange Townships and shall not be construed by any Party as debt, and approval by any Party of this Agreement shall not be interpreted as a promissory note or other debt instrument.

3.5 Retention in the County Treasury; County Withholding of Discretionary Grants. The Parties agree that if a Township fails to appropriate funds for or make a contribution described in Section 3.1 in its entirety by the date specified, the payment shall be made by the retention in the county treasury of the amount due from taxes collected for the Township, pursuant to Section 307.16 of the Ohio Revised Code. The Townships each consent to this retention in the county treasury and acknowledge that the county auditor and county treasurer shall be governed by this provision in settling accounts for such taxes. The Parties further agree that, if a Township fails to appropriate funds for or make a contribution described in Section 3.1 in its entirety by the date specified, the County may, in its sole discretion, withhold any future discretionary grants or other discretionary financial assistance provided to that Township.

4 DESIGNATION AS COUNTY HIGHWAY

4.1 Shanahan, Piatt and Hollenback Road. The County will perform necessary actions to designate the following existing township roads as county highways, effective not later than January 1, 2025, to be maintained by the County as county roads.

Shanahan Road (Twp Rd 100) from U.S. 23 to Piatt Road (entire length)	1.319 miles
Piatt Road (Twp Rd 99) from Shanahan Road to Hollenback Road	0.300 miles
<u>Hollenback Road (Twp Rd 274) from Piatt Road to South Old State Road</u>	<u>1.215 miles</u>
Total	2.834 miles

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5 GENERAL PROVISIONS

- 5.1 Entire Agreement.** This Agreement, and those documents incorporated by reference herein, will constitute the entire understanding and agreement, will supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 5.2 Financial Audits.** The agency managing the respective phase of work of the Project will be responsible for conducting and coordinating any federal or state audits of funds provided in those phases.
- 5.3 Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement will be filed in and heard before the courts of Delaware County, Ohio.
- 5.4 Headings.** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and will not affect the construction or interpretation of any of its provisions. This Agreement will be deemed to have been drafted by all Parties and no interpretation will be made to the contrary.
- 5.5 Waivers.** No waiver of breach of any provision of this Agreement will in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement will be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the Party claimed to have waived or consented. Such waiver will not constitute and will not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 5.6 Severability.** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance will to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it will be held invalid or unenforceable will not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof will, in all other respects, continue to be effective and to be complied with.

Seconded by: Mr. Ringle

VOTE: Fouss – Yes

Knapp – Absent

Ringle - Yes

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

BERLIN TOWNSHIP

By: _____

Date: _____

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◇

Resolution No. RES.23-257

**BERLIN TOWNSHIP ONLY
FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D)):**

The Berlin Township Fiscal Officer hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the township treasury or are in the process of collection to the credit of an appropriate fund free from any other encumbrances. The Berlin Township Fiscal Officer also certifies that it has confirmed with the Ohio Auditor of State that Delaware County, Ohio and Orange Township have no unresolved findings for recovery pending or issued against them by the State of Ohio.

◇

Berlin Township Fiscal Officer

Approved as to form for Berlin Township only:

Melissa A. Schiffel
Delaware County Prosecuting Attorney

ORANGE TOWNSHIP

By: _____ Date: _____

◇

Resolution No. RES.23-257

**ORANGE TOWNSHIP ONLY
FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D)):**

The Orange Township Fiscal Officer hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the township treasury or are in the process of collection to the credit of an appropriate fund free from any other encumbrances. The Orange Township Fiscal Officer also certifies that it has confirmed with the Ohio Auditor of State that Delaware County, Ohio and Berlin Township have no unresolved findings for recovery pending or issued against them by the State of Ohio.

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Orange Township Fiscal Officer

Approved as to form for Orange Township only:

Melissa A. Schiffel
Delaware County Prosecuting Attorney

DELAWARE COUNTY

By: _____ Date: _____
Jeff Benton, President
Board of County Commissioners
Pursuant to Resolution Nos. 11-137 and RES.23-257

Approved as to form for the Board of County Commissioners only:

Aric I. Hochstettler
General Counsel, Delaware County Commissioners

**DELAWARE COUNTY ONLY
(BOARD OF COMMISSIONERS AND ENGINEER)**

FISCAL OFFICER'S CERTIFICATION

The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code.

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that Berlin Township and Orange Township have no unresolved findings for recovery issued against them by the State of Ohio.

Date: _____
George Kaitsa
Auditor, Delaware County, Ohio

**RES.23-258 A RESOLUTION AUTHORIZING MICHELE BONI, ORANGE
TOWNSHIP ADMINISTRATOR, TO ACCEPT THE RECREATIONAL TRAIL
GRANT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND TO EXECUTE THE AGREEMENT**

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Motion by Mrs. Fouss

**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 \$40,000.00.

The work by the Grantee under this grant agreement shall be completed by December 31, 2025, 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.

II. GRANT TERMS

The Board and the Grantee agree as follows:

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

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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.

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

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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 the Board at 91 North Sandusky Street, Delaware, Ohio 43015.

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.

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

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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 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.

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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.

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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.

ORANGE TOWNSHIP BOARD OF TRUSTEES

Date: _____

By: _____

BOARD OF COUNTY
COMMISSIONERS OF
DELAWARE COUNTY, OHIO

Date: _____

By: _____ Tracie Davies, County Administrator
Pursuant to Resolution No. 23-761

Approved as to Form:

General Counsel, 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

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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

Seconded by Mr. Ringle

VOTE: Fouss – Yes Knapp – Absent Ringle - Yes

RES.23-259 ACKNOWLEDGE AND ACCEPT DONATION FROM LIBERTY SIGNS

Motion by Mrs. Fouss to accept donation of twenty (20) yard signs from Liberty Signs for the Founders Festival advertisement, estimated value \$256.00.

Seconded by Mr. Ringle

VOTE: Fouss – Yes Knapp – Absent Ringle - Yes

RES.23-260 MEETING ADJOURNMENT

Motion by Mrs. Fouss to adjourn

Seconded by: Mr. Ringle

VOTE: Fouss – Yes Knapp – Absent Ringle - Yes

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

Erica Fouss, Chair

Lisa Knapp, Vice Chair

Michael Ringle, Trustee

Attest: _____
Lisa Kraft, Fiscal Officer