

CHIPPEWA TOWNSHIP TRUSTEES SPECIAL

TOWNSHIP HALL AT 7:00 PM

APRIL 16,

08

MEETING CALLED TO ORDER AT 7:00 PM WITH PLEDGE OF ALLEGIANCE

ROLL CALL OF MEMBERS:

ROLL CALL: L. BROOME, HERE, J. PREBISH, HERE; E. KERR, HERE

PRAYER

**DISPENSE WITH THE REGULAR AGENDA**

MOTION TO DISPENSE WITH THE REGULAR AGENDA BY JEFF PREBISH, SECONDED BY LENNY BROOME, ROLL CALL: ALL AYES.

**08-0060-04 ACCEPT S & Z LAWN CONTRACT FOR TWP MOWING 2008**

RESOLUTION TO ACCEPT S & Z LAWN FOR MOWING THESE LOCATIONS IN THE TWP. FOR 2008 AT EASTON UNION CEMETERY, FIRE STATION #2, TOWNSHIP GARAGE/HALL AND MAPLE GROVE CEMETERY WHEN THE TWP. OBTAINS THE PROPERTY, AT THE COST \$320.00 PER MOWING INCLUDING MAPLE GROVE CEMETERY, SUBJECT TO A REFERENCE CHECK. THE TRUSTEES DETERMINED THAT S & Z LAWN'S BID MET THE CRITERION OF LOWEST AND BEST BID. WHILE IT WAS NOT THE LOWEST, THE LOWER BID WAS OF A STARTUP MOWING SERVICE THAT HAD NO PRIOR EXPERIENCE, AND HAD NOT DONE ANY PRIOR COMMERCIAL WORK.

THE BOARD OF TRUSTEES FURTHER URGES THAT THE LOWER BIDDER, ONCE IT HAS SOME EXPERIENCE, BID AGAIN NEXT YEAR. FOR MOWING YEAR 2008, THE TOWNSHIP TRUSTEES FELT THAT THE LOWEST AND BEST BID WAS S & Z LAWN.

MOTION BY LENNY BROOME, SECONDED BY JEFF PREBISH, ROLL CALL ALL AYES.

**08-0061-04 APPOINT ROB KINDIG REGULAR MEMBER TO BZA**

RESOLUTION TO APPOINT ROB KINDIG TO THE BOARD OF ZONING APPEALS WITH THE UNEXPIRED TERM ENDING 12-31-11.

MOTION BY JEFF PREBISH, SECONDED BY LENNY BROOME ROLL CALL ALL AYES.

**08-0062-04 WATER DISTRICT WITH WAYNE CO. COMMISSIONERS**

RESOLUTION TO ADOPT THE AGREEMENT TO FORMED A WATER DISTRICT WITH THE WAYNE COUNTY COMMISSIONERS

MOTION BY LENNY BROOME; SECONDED BY JEFF PREBISH,

THIS AGREEMENT is entered into by and between the Board of County Commissioners

Of Wayne County, Ohio, a political subdivision of the State of Ohio, currently comprised of Cheryl A. Noah, Ann M. Obrecht, and Scott S. Wiggam, [the "County"] and the Board of Township Trustees, Chippewa Township, Wayne County, Ohio, formed pursuant to RC 505.01, currently comprised of Earl C. Kerr, Lenny Broome and Jeff Prebish, (the "Township"). The County and the township shall collectively be referred to us the "Parties."

WHEREAS, on March 7, 2007, the County formed the Wayne County Water District [Water District] pursuant to RC 6103.02 for the purpose of "construct[ing], maintain[ing], and operat[ing] any public water supply facilities within [the] county;"

WHEREAS, on June 27, 2007, the County adopted *Rules' and Regulations Governing the Design, Construction and Use of the water distribution and Wastewater Collection Systems for the Wayne County Water and Sewer District of Wayne County, Ohio*, a copy of which is attached as Exhibit "A."

WHEREAS, the residents of Allison Drive, located in Chippewa

**08-0062-04 WATER DISTRICT WITH WAYNE CO. COMMISSIONERS  
(CONTINUED)**

Township, Wayne County, Ohio, require a public water supply facility. Each resident has separately agreed to connect to service lines constructed by the Water District and to purchase potable treated water from the Water District; WHEREAS, on November 7, 2007, the County and the Village of Doylestown, Ohio [Village] entered into a Water Purchase Contract, a copy of which is attached as Exhibit "B," for the purchase of potable treated water in quantities not to exceed 250,000 gallons per month;

WHEREAS, the County will apply for a grant and loan through the United States Department of Agriculture-Rural Development [USDA] in which the total cost of installing a water line system ["Project Cost"] is estimated to be \$390,000.

NOW THEREFORE, the Parties agree as follows:

1. The County will apply for funds through USDA grants and loans, and from other funding sources. Upon receipt, the County will pay the costs of engineering; environmental review; construction materials including water pipe, laterals and cutoff valves; easements; permits and approvals; and other incidental costs as approved by the USDA.
2. The Township will furnish equipment and labor necessary to properly install water mains and service lines within the area of the roadway easement in accordance with the specifications approved by the County and the USDA. This installation will include cutoff valves and will also include water meters which meters will be provided by the Village, but will not include the service lines which begin at the end of the roadway easement and extend to the dwelling or place of use. For purposes of this Agreement, the water mains and service lines for the residents of Allison Drive shall be known as the "Water Line System."
3. The Township will timely provide to the County invoices for reasonable expenses incurred by the township that show a unit cost or unit rate for actual labor costs and machine hours for equipment used at prevailing rates for such equipment as promulgated by the Ohio Department of Transportation or otherwise agreed upon rates.
4. The County will not be obligated, but may if it benefits the project, to pay such invoices until the amount of any USDA loan funds are exhausted.
5. After the County has paid all other obligations and vendors, the County will pay any invoices from the Township that do not exceed the total Project Cost and that do not exceed the amount of any USDA grant.
6. If the Township is unable to furnish such equipment or labor, or fails to commence construction in two months of the date of execution of this Agreement then the Parties agree that the County shall advertise for bids and award a contract for the installation of the Water Line System to the best and lowest bidder. If the Township commences construction within two months but fails to complete the construction within 180 days of the commencement of construction, then at the sole option of the County, the Township shall stop all work and the County shall advertise for bids and award a contract for the

**08-0062-04 WATER DISTRICT WITH WAYNE CO. COMMISSIONERS  
(CONTINUED)**

completion of the installation of the Water Line System.

7. The Parties will use a "Water Users Agreement," in the form as Exhibit "A" attached hereto, for the residents of Allison Drive who desire to be customers. Customers who agree to connect to the Water Line System and use the water from the Water Line System prior to the installation of the Water Line System will be responsible for a hook-up charge of \$500. It is agreed that "prior to the installation of the Water Line System" means prior to the time the trench in front of the customer's premises is covered. Any customer who connects after trench in front of the customer's premises is covered will be charged \$1,500 for hook-up.

8. The Parties acknowledge that the Village has separately agreed to "install, operate, and maintain at its own expense at the point of delivery on each property, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered" to each customer. The County has separately agreed to be responsible for reading meters and charging individual customers. The County has separately agreed to be responsible for delivering payment to the Village.

9. The Parties acknowledge that the Village has agreed to maintain the Water Line System for a period of 42 years. The Parties agree that commencing on a date 20 years after the effective date of this Agreement, and until January 1, 2050, each Party will share equally the costs of new materials to maintain the water lines for the Water Line System.

10. Any revenues from the use of the Water Line System will be deposited into an enterprise fund maintained by the County and applied as follows: first to the Village for the costs of water provided under the water Purchase Agreement dated November 7, 2007; second, to the County to repay any costs advanced; third, to the costs of servicing any loans or debt incurred by the County for the Water Line System; fourth, to the repayment of any outstanding loans for the Water Line System; and fifth to a reserve account to defray the costs of future maintenance. The Parties agree to divide equally any such costs not covered by revenues. When revenues exceed costs, such revenues will be shared equally by the parties.

11. In the event that water lines from the Water Line System are extended, in accordance with the Wayne County Water District Rules, into Chippewa Township beyond Allison Drive, the County grants the Township the option to divide the revenues on the same basis as outlined in Paragraph 10 of this Agreement.

12. The term of this Agreement is 42 years, commencing on the date that this Agreement is executed by both Parties.

ROLL CALL: L. BROOME, YES; J. PREBISH, YES; E. KERR YES

**08-0063-04 PURCHASE PEDI-MATES CHILD SAFETY RESTRAINTS**

RESOLUTION TO PURCHASE THREE (3) PEDI-MATES CHILD SAFETY RESTRAINTS TO TRANSPORT INFANTS FOR \$170.00 EACH, TOTAL COST \$510.00 FROM FERNO THROUGH AKRON CHILDREN'S HOSPITAL.

MOTION BY LENNY BROOME, SECONDED BY JEFF PREBISH,

ROLL CALL ALL AYES.

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TOWNSHIP HALL AT 7:00 PM

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08

**DISCUSSED FIRE STATION #1 LANDSCAPING BIDS**

PUBLIC COMMENT: NO COMMENTS

**TRUSTEES TO GO INTO EXECUTIVE SESSION**

MOTION TO GO INTO EXECUTIVE SESSION FOR PERSONNEL, ORC 121.22 (G)(1) BY JEFF PREBISH, SECONDED BY LENNY BROOME, AT 8:10 PM.

ROLL CALL: ALL AYES.

**TRUSTEES RECONVENED**

MOTION TO COME OUT OF EXECUTIVE SESSION BY EARL KERR, SECONDED BY JEFF PREBISH, AT 8:45 PM.

ROLL CALL: ALL AYES.

**08-0064-04 ADVERTISE FOR PART-TIME POSITION - ROAD DEPT.**

RESOLUTION TO ADVERTISE FOR A PART-TIME POSITION FOR THE ROAD DEPARTMENT. APPLICATIONS MUST BE RECEIVED BY APRIL 30, 2008 AT 3:00 PM.

MOTION BY JEFF PREBISH, SECONDED BY LENNY BROOME,

ROLL CALL: ALL AYES.

**WORK SESSION ON APRIL 30, 2008 AT 7:00 PM.**

**MOTION TO ADJOURN**

MOTION TO ADJOURN BY JEFF PREBISH, SECONDED BY LENNY BROOME

ROLL CALL: ALL AYES.

MEETING ADJOURNED AT 8:45 PM

TRUSTEES \_\_\_\_\_

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ACTING FISCAL OFFICER

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