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**LIBERTY TOWNSHIP BOARD OF TRUSTEES
MINUTES OF THE SPECIAL AND REGULAR MEETINGS
TUESDAY JANUARY 15TH, 2019
6400 PRINCETON ROAD
LIBERTY TOWNSHIP OH 45044**

**EXECUTIVE SESSION
4:30 P.M.**

On Tuesday, January 15, 2019 at 4:30 P.M., the Liberty Township Board of Trustees met this day for a Special Meeting. Upon call of the roll, Mrs. Maticic – present, Mr. Farrell present, Mr. Schramm – present.

Ms. Maticic **MOVED TO GO INTO AN EXECUTIVE SESSION TO PREPARE FOR BARGAINING SESSIONS WITH PUBLIC EMPLOYEES CONCERNING THEIR COMPENSATION OR OTHER TERMS AND CONDITIONS OF THEIR EMPLOYMENT PER O.R.C. § 121.22 (G)(4) AND TO DISCUSS THE COMPENSATION OF A PUBLIC EMPLOYEE PER O.R.C. § 121.22 (G)(1)** . Mr. Farrell seconded. The motion passed unanimously.

Ms. Maticic moved to come out of executive session. Mr. Farrell seconded. The motion passed unanimously.

**REGULAR SESSION
6:00 P.M.**

On Tuesday, January 15, 2019 at 6:00 P.M., the Liberty Township Board of Trustees met this day for a Regular Meeting. Upon call of the roll, Mrs. Maticic – present, Mr. Schramm present, Mr. Farrell - present

Boy Scouts Matthew Squires and James Squires led the Pledge of Allegiance.

PUBLIC PRESENTATION

- Daniel Deters, Aggregation Specialist – Energy Alliances

FISCAL OFFICER BUSINESS

- Appropriation Status as of December 31, 2018
- Fund Status as of December 31, 2018

REGULAR MEETING CONSENT AGENDA

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

CONSENT AGENDA

Fiscal Officer

- Motion to approve Check Register and the Special Check Register

Requisitions over \$2,500



- Motion to approve requisitions over \$2,500.
 - \$2,964.00 Frost Brown Todd (Legal services in excess of contract)
 - \$2,600.00 2191-220-311
 - \$ 364.00 1000-110-311
 - \$19,897.00 Ohio Bureau of Workers Compensation (Annual Payroll true up)
 - \$19,897.00 2191-220-230

Ms. Matacic **MOVED TO APPROVE THE CONSENT AGENDA.** Mr. Farrell seconded. The motion passed unanimously.

PUBLIC COMMENTS

No Comments

Departmental Business

Economic Development

Ms. McKinney requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of a shared-use path along Cincinnati-Dayton Road under SR 129 in the amount of \$15,000.00 from account 1000-110-360-0000.

Ms. Matacic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LJB INC. TO EVALUATE THE COSTS, AESTHETICS, FUNDING SOURCES AND SCHEDULES FOR THE CONSTRUCTION OF A SHARED-USE PATH ALONG CINCINNATI-DAYTON ROAD UNDER SR 129 IN THE AMOUNT OF \$15,000.00 FROM ACCOUNT 1000-110-360-0000. (2019-020)** Mr. Farrell seconded. The motion passed unanimously.

Ms. McKinney requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of widening the existing Liberty Way Bridge over I-75 to carry a shared-use path in the amount of \$20,000.00 from account 1000-110-599-0008.

Ms. Matacic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LJB INC. TO EVALUATE THE COSTS, AESTHETICS, FUNDING SOURCES AND SCHEDULES FOR THE CONSTRUCTION OF WIDENING THE EXISTING LIBERTY WAY BRIDGE OVER I-75 TO CARRY A SHARED-USE PATH IN THE AMOUNT OF \$20,000.00 FROM ACCOUNT 1000-110-599-0008. (2019-021)** Mr. Farrell seconded. The motion passed unanimously.

Fire/EMS

Chief Klussman requested a motion to approve a resolution to hire James Parker as a Part-Time Fire Fighter / EMT at \$14.50/hour contingent upon successful completion of pre-employment testing.

Ms. Matacic **MOVED TO APPROVE A RESOLUTION TO HIRE JAMES PARKER AS A PART-TIME FIRE FIGHTER / EMT AT \$14.50/HOUR CONTINGENT UPON SUCCESSFUL COMPLETION OF PRE-EMPLOYMENT TESTING. (2019-022)** Mr. Farrell seconded. The motion passed unanimously.

Services



Mr. Plummer gave an update on the Liberty Park parking lot and asked the Trustees if the paving of the parking lot should be part of the 2019 Road Resurfacing and Restriping projects. The trustees agreed to include it in the bidding process for the 2019 Road Resurfacing and Restriping.

Mr. Plummer requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer's Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract for \$919,893.73 from funds 1000, 2011, 2021, 2031, 2231 and 4502.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT ON BEHALF OF THE TRUSTEES WITH THE BUTLER COUNTY ENGINEER'S OFFICE TO INCLUDE THE LIBERTY TOWNSHIP ROAD RESURFACING AND RESTRIPIING PROJECTS IN THE AWARDED CONTRACT FOR \$919,893.73 FROM FUNDS 1000, 2011, 2021, 2031, 2231 AND 4502. (2019-023)** Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to authorize the Township Administrator to enter into a Cooperative Agreement between the City of Monroe, Ohio and Liberty Township for road maintenance of Hankins Road from Lesourdsville West Chester Road East to Yankee Road.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF MONROE, OHIO AND LIBERTY TOWNSHIP FOR ROAD MAINTENANCE OF HANKINS ROAD FROM LESOURDSVILLE WEST CHESTER ROAD EAST TO YANKEE ROAD. (2019-024)** Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for maintenance of the heating, ventilation, and air conditioning systems of Liberty Township buildings for an amount not to exceed \$3,393.00.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BETTER CHOICE HEATING & AIR CONDITIONING, INC. FOR MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS OF LIBERTY TOWNSHIP BUILDINGS FOR AN AMOUNT NOT TO EXCEED \$3,393.00. (2019-025)** Mr. Farrell seconded. The motion passed unanimously.

Mr. Plummer requested a motion to approve a resolution to accept the NatureWorks grant funding from the Ohio Department of Natural Resources and to authorize the Township Administrator to execute the NatureWorks Local Grant Program Project Agreement.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO ACCEPT THE NATUREWORKS GRANT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES AND TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE NATUREWORKS LOCAL GRANT PROGRAM PROJECT AGREEMENT. (2019-026)** Mr. Farrell seconded. The motion passed unanimously.

Administration

Ms. Bitonte requested a motion to approve a resolution to authorize the Township Administrator to execute the attached Professional Services Agreement with Energy Alliances, in substantially the same format, to facilitate for the natural gas and electric aggregation services for Liberty Township.

Ms. Maticic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT WITH ENERGY ALLIANCES, IN SUBSTANTIALLY THE SAME FORMAT, TO FACILITATE FOR THE NATURAL GAS AND ELECTRIC**



AGGREGATION SERVICES FOR LIBERTY TOWNSHIP. (2019-027) Mr. Farrell seconded. The motion passed unanimously.

Ms. Bitonte requested a motion to approve a resolution approving the estimated project cost and authorizing the commencement of bidding including the advertisement for and review of bids all related to the construction of the new Township Administration and Police Substation Facility.

Ms. Maticic **Moved to Approve a Resolution Approving the Estimated Project Cost and Authorizing the Commencement of Bidding Including the Advertisement for and Review of Bids All Related to the Construction of the New Township Administration and Police Substation Facility. (2019-028)** Mr. Farrell seconded. The motion passed unanimously.

Department Reports

- Economic Development – Activity Report
 - Update: Township Survey
 - Update: JEDD Report
- Fire / EMS – Activity Report
 - Update: Thermal Imaging devices
- Planning & Zoning – Permit Reports
 - Update: Cincinnati-Dayton exit/entrance ramp landscaping
- Services – Activity Report
- Sheriff – Call Data Report
- Administration
 - Update: Administration / Substation facility project update
 - Holiday Closings:
 - Monday, February 18th

Trustees had no questions on the Departmental Reports.

TRUSTEE COMMENTS

Ms. Maticic stated she would be attending the OTA conference and Legislative Breakfast at the end of the month.

EXECUTIVE SESSION

Ms. Maticic **Moved to Go into an Executive Session to Discuss the Sale of Property per O.R.C. § 121.22 (G)(2).** Mr. Farrell seconded. The motion passed unanimously.

Ms. Maticic moved to come out of executive session. Mr. Farrell seconded. The motion passed unanimously.

Ms. Maticic **Moved to Adjourn.** Mr. Farrell seconded. The motion passed unanimously.

Mr. Schramm, President

Pamela Quinlisk, Fiscal Officer



RESOLUTION NO. 2019-020

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LJB INC. TO EVALUATE THE COSTS, AESTHETICS, FUNDING SOURCES AND SCHEDULES FOR THE CONSTRUCTION OF A SHARED-USE PATH ALONG CINCINNATI-DAYTON ROAD UNDER SR 129 IN THE AMOUNT OF \$15,000.00 FROM ACCOUNT 1000-110-360-0000

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of a shared-use path along Cincinnati-Dayton Road under SR 129; and

WHEREAS, Liberty Township would pay an amount not to exceed \$15,000.00 from account # 1000-110-360-0000;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of widening the existing Liberty Way bridge over I-75 to carry a shared-use path in the amount of \$15,000.00 from account 1000-110-360-0000.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Farrell, yes
Trustee Schramm, yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-021

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH LJB INC. TO EVALUATE THE COSTS, AESTHETICS, FUNDING SOURCES AND SCHEDULES FOR THE CONSTRUCTION OF WIDENING THE EXISTING LIBERTY WAY BRIDGE OVER I-75 TO CARRY A SHARED-USE PATH IN THE AMOUNT OF \$20,000.00 FROM ACCOUNT 1000-110-599-0008

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of widening the existing Liberty Way bridge over I-75 to carry a shared-use path; and

WHEREAS, Liberty Township would pay an amount not to exceed \$20,000.00 from account # 1000-110-599-0008;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute an agreement with LJB Inc. to evaluate the costs, aesthetics, funding sources and schedules for the construction of widening the existing Liberty Way bridge over I-75 to carry a shared-use path in the amount of \$20,000.00 from account 1000-110-599-0008.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Farrell, yes
Trustee Schramm, yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-022

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO HIRE JAMES PARKER AS A PART-TIME FIRE
FIGHTER / EMT AT \$14.50/HOUR CONTINGENT UPON SUCCESSFUL
COMPLETION OF PRE-EMPLOYMENT TESTING**

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Ethan Klussman, Liberty Township Fire Chief, requests the Liberty Township Board of Trustees approval to hire one (1) Part-Time Firefighter / EMT; and

WHEREAS, the applicant would be required to successfully complete the necessary pre-employment testing;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the hiring of the following individual effective upon the successful completion of pre-employment testing:

James Parker	Firefighter / EMT	\$14.50 per hour
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Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pam Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-023

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT ON BEHALF OF THE TRUSTEES WITH THE BUTLER COUNTY ENGINEER'S OFFICE TO INCLUDE THE LIBERTY TOWNSHIP ROAD RESURFACING AND RESTRIPING PROJECTS IN THE AWARDED CONTRACT FOR \$919,893.73 FROM FUNDS 1000, 2011, 2021, 2031, 2231 AND 4502

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, the Liberty Township Board of Trustees desires to authorize the Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer's Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract for \$919,893.73 from funds 1000, 2011, 2021, 2031, 2231 and 4502;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer's Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract for \$919,893.73 from funds 1000, 2011, 2021, 2031, 2231 and 4502.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Farrell, yes
Trustee Schramm, yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2018.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-024

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO
ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF
MONROE, OHIO AND LIBERTY TOWNSHIP FOR ROAD MAINTENANCE
OF HANKINS ROAD FROM LESOURDSVILLE WEST CHESTER ROAD
EAST TO YANKEE ROAD**

RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio that

WHEREAS, the Liberty Township Board of Trustees wishes to partner with the City of Monroe for the purpose of road maintenance for Hankins Road from Lesourdsville - West Chester Road East to Yankee Road; and

WHEREAS, Liberty Township and the City of Monroe will enter into the Cooperative Agreement as attached.

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorize the Township Administrator to enter into the attached Cooperative Agreement with the City of Monroe for road maintenance of Hankins Road from Lesourdsville - West Chester Road East to Yankee Road.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-025

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH BETTER CHOICE HEATING & AIR CONDITIONING, INC. FOR MAINTENANCE OF THE HEATING, VENTILATION, AND AIR CONDITIONING SYSTEMS OF LIBERTY TOWNSHIP BUILDINGS FOR AN AMOUNT NOT TO EXCEED \$3,393.00

RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio that

WHEREAS, Rick Plummer, Liberty Township Services Director, requests the Liberty Township Board of Trustees authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for maintenance of the heating, ventilation, and air conditioning systems of Liberty Township Buildings;

WHEREAS, Liberty Township would pay a total cost for winter maintenance of either \$1,894.00, or hourly wage, whichever is lower; and

WHEREAS, Liberty Township would pay a total cost for summer maintenance of either \$1,499.00, or hourly wage, whichever is lower;

THEREFORE, BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorize the Township Administrator to execute an agreement with Better Choice Heating & Air Conditioning, Inc. for maintenance of the heating, ventilation, and air conditioning systems of Liberty Township Buildings for an amount not to exceed \$3,393.00.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Farrell, yes
Trustee Schramm, yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-026

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO ACCEPT THE NATUREWORKS GRANT FUNDING FROM
THE OHIO DEPARTMENT OF NATURAL RESOURCES AND TO AUTHORIZE
THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE NATUREWORKS
LOCAL GRANT PROGRAM PROJECT AGREEMENT**

RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio that

WHEREAS, the Board of Trustees for Liberty Township approved Resolution No. 2018-096 on May 15, 2018 to authorize staff to submit the grant application; and

WHEREAS, the Ohio Department of Natural Resources approved funding assistance not to exceed \$19,750.00.

THEREFORE BE IT RESOLVED the Liberty Township Board of Trustees hereby accepts the Ohio Department of Natural Resources NatureWorks Grant funding and authorizes the Township Administrator to execute the NatureWorks Local Grant Program Project Agreement for the purpose of constructing a park shelter at Dudley Memorial Park.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



RESOLUTION NO. 2019-027

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT WITH ENERGY ALLIANCES, IN SUBSTANTIALLY THE SAME FORMAT, TO FACILITATE FOR THE NATURAL GAS AND ELECTRIC AGGREGATION SERVICES FOR LIBERTY TOWNSHIP

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute the attached Professional Services Agreement with Energy Alliances, in substantially the same format, to facilitate for the natural gas and electric aggregation services for Liberty Township;

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached Professional Services Agreement with Energy Alliances, in substantially the same format, to facilitate for the natural gas and electric aggregation services for Liberty Township.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic,	yes
Trustee Farrell,	yes
Trustee Schramm,	yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director



**INDEPENDENT AGENT AGREEMENT
FOR NATURAL GAS AND ELECTRIC AGGREGATION SERVICES**

This Agreement made and entered into this _____ day of _____, 2018, (the “Effective Date”) by and between **LIBERTY TOWNSHIP**, Butler County, Ohio (“Client”) whose address is 7162 Liberty Centre Dr., Suite A, Liberty Township, Ohio 45069, and **ENERGY ALLIANCES, INC.** (“Consultant”) whose address is 8469 Blue Ash Road, Suite 1, Cincinnati Ohio 45236.

WITNESSETH:

WHEREAS, Client is the governing body of Liberty Township in the State of Ohio; and

WHEREAS, Ohio Revised Code Section 4928.20 authorizes Client to adopt a resolution to aggregate electric services within the Township and, for that purpose, to enter into service agreements to facilitate the sale and purchase of electricity.

WHEREAS, Ohio Revised Code Section 4929.26 authorizes Client to adopt a resolution to aggregate natural gas services within the Township and, for that purpose, to enter into service agreements to facilitate the sale and purchase of natural gas.

WHEREAS, Client is interested in reducing its overall energy costs and the energy costs of its residents; and

WHEREAS, Consultant offers energy consulting and natural gas and/or electric aggregation services that may reduce the cost per energy unit consumed; and

WHEREAS, Client hereby agrees to utilize Consultant as an exclusive agent and grants exclusive rights to perform such Services, as described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES

A. Consultant shall provide energy consulting and natural gas and/or electric aggregation services (“Services”) including but not limited to the following:

- 1) Assist Client in becoming certified by the PUCO as a Governmental Aggregator following voter approval of the aggregation ballot issue(s). Such assistance may include but is not limited to drafting (or working with chosen supplier to draft) the

Plan of Operation and Governance (“Plan”), lead all required Public Hearings discussing said Plan, filing (or working with chosen supplier to file) the Plan for certification by the PUCO, responding to all PUCO requests for additional information until certification as a Governmental Aggregator is granted by the PUCO.

- 2) Administer the supplier selection process; analyze supplier qualifications/proposed program options; provide supplier recommendations; and assist in the supplier contractual process and supplier performance evaluation.
 - 3) Provide energy buying consultation and recommendations.
 - 4) Assist in the design of Opt-Out Notification Form and other program notifications.
 - 5) Assist in the volume data collection process and verification;
 - 6) Assist with the day-to-day administration of the Program ((including but not limited to: problem resolution, press releases, maintaining PUCO compliance (including annual reporting requirements and certification renewal), and supplier liaison)).
 - 7) Report on Program participation and provide energy program performance reports.
- B. Consultant agrees to furnish the services of its organization, to exert its best efforts, and to exercise the highest degree of professional skill and competence in performing all services specified above, or otherwise listed in, this Agreement and as to any additional work required by Client and accepted by the Consultant. Receipt by the Consultant of any approval by the Client shall not release or diminish the obligation of the Consultant to perform all Services in accordance with this standard of care.
- C. Consultant shall update Client on its progress at regular intervals.

2. RELATIONSHIP BETWEEN THE PARTIES

- A. The relationship created herein between Consultant and Client is that of an independent agent. Nothing herein contained shall be construed to create any other relationship or to create a joint venture, partnership, or employee-employer relationship between the parties.
- B. Nothing in this Agreement shall be construed to give Consultant any interest in the tangible or intangible assets of Client or to give either party the authority to bind, represent, or commit the other.
- C. Consultant specifically recognizes and understands that as an independent agent it will be solely responsible for the payment of all appropriate federal, state, and local taxes relative to any compensation from the selected supplier that it receives. Consultant further agrees to indemnify and hold Client harmless from any liability or claims incurred by Client as a result of Consultant’s failure to pay such appropriate taxes, failure to pay benefits, workers’ compensation, occupational illness or other claims.

3. COMPETITION

Consultant may represent, perform services for, and be employed by any additional clients, political subdivisions, municipalities, persons, or companies as Consultant, in Consultant’s sole discretion, sees fit, including others in the same business or in competition with Client. In addition, nothing in this Agreement shall prevent Consultant from competing with the

business of Client.

4. ACCEPTANCE/REJECTION OF OFFER

Client retains sole discretion to accept or reject any offer brokered by Consultant for natural gas and electric supply service to Client, regardless of the amount of savings which may be realized by that offer.

5. FACILITIES AND EQUIPMENT

Consultant is solely responsible for the provision of facilities and equipment necessary to fulfill its responsibilities under this Agreement.

6. COMPENSATION

There shall be no cost to Client for Consultant's services outlined in this Agreement.

7. TERM OF AGREEMENT

This agreement shall commence on the Effective Date and, unless terminated earlier as otherwise provided herein, will continue for a period of thirty-six (36) months (the "Term") and shall continue in effect for subsequent thirty-six (36) month terms until terminated by either party with at least a one hundred twenty (120) day written notice to the other Party, provided, however, if there is a contract with a selected electric and/or natural gas supplier to provide energy supply to Client's residents, brokered by Consultant, which extends beyond the Term of this agreement, this agreement will remain in effect until the conclusion of said contract. However, nothing in this Agreement, including its Term, shall preclude or prohibit Client from requesting proposals from, bidding for, negotiating or contracting with other consultants during the Term of this Agreement to perform the Services currently performed by Consultant after the expiration of the Term of this Agreement. Moreover, to ensure a seamless transition and continuation of the program at the expiration of the Term of this Agreement, any consultant chosen by the Client may, during the Term of this Agreement, perform the Services currently performed by Consultant in order to obtain, contract with, and retain suppliers for Client after the expiration of the Term of this Agreement.

8. PRIMARY CONSULTANT AND SUBCONTRACTING

- A. The Consultant agrees that all of its employees, subcontractors, and agents assigned to perform Services under this Agreement shall be competent and have sufficient prior experience to carry out the responsibilities assigned to them effectively and efficiently. Consultant shall assign Bill Grafe to act as the primary person responsible for the Services to be rendered under this Agreement and shall not remove or reassign Bill Grafe, except for causes beyond the Consultant's control.
- B. None of the Services covered by this Agreement shall be subcontracted without the prior written consent of Client which consent shall not be unreasonably withheld. Any Services subcontracted hereunder shall explicitly state that it is subject to each provision of this Agreement.

9. TERMINATION

Notwithstanding any other provision of this Agreement it is mutually understood and agreed that this Agreement may be terminated upon mutual consent. In the event Client terminates this Agreement pursuant to this provision, Client assumes all responsibilities and obligations

to arrange for alternate services as defined in Section 1 above.

10. CLIENT'S TERMINATION FOR CAUSE

- A. In addition to termination as provided by Paragraph 9 hereof, this Agreement may be terminated by Client at any time without notice upon the occurrence of one or more of the following events:
 - 1) In the event Consultant shall be guilty of fraud, dishonesty, or other acts of misconduct in the rendering of professional services; or
 - 2) In the event Consultant shall fail or refuse to faithfully or diligently perform the provisions of this Agreement or the usual or customary duties of its profession; or
 - 3) Bankruptcy or insolvency of Consultant; or
 - 4) Assignment of this Agreement by Consultant without the prior written consent of the Client.
- B. In the event Client terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and electric service.

11. CONSULTANT'S TERMINATION FOR CAUSE

- A. In addition to termination as provided by Paragraph 9 hereof, this Agreement may be terminated by Consultant upon the occurrence of one or more of the following events:
 - 1) In the event Client fails to comply with statutory deadlines required for natural gas and electric aggregation, after being notified of such deadlines by Consultant in writing; or
 - 2) In the event Client fails to respond in a timely manner to Consultant's written requests for action and/or approval. Both parties acknowledge that Client is the governing body of a political subdivision of the state of Ohio and must therefore act in accordance with the meeting and publication statutes governing such bodies. Accordingly, both parties agree that the determination of timely action by Client shall be made in consideration of those requirements; or
- B. In the event Consultant terminates this Agreement pursuant to this provision, Client assumes all obligations to arrange for its natural gas and electric service.

12. RIGHT TO AUDIT

Client shall have the right to audit the performance of Consultant under this Agreement.

13. COMPLIANCE WITH LAWS

Consultant shall, at its sole cost and expense, comply with all federal, state, and local laws applicable to its work and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement.

14. CONFIDENTIALITY

Except for matters of public record, information already within the other party's possession prior to entering into this Agreement, and except to the extent required (through deposition, interrogatory, request for production, subpoena, civil investigative demand or similar process) by a court order, Client agrees to keep confidential all information, including pricing and any data collected hereunder, unless expressly agreed to in writing by Client and Consultant. In

the event that Client becomes required, in the manner specified above, to disclose any confidential information, Client shall provide prompt written notice to Consultant so that Consultant may timely seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Client agrees to furnish only that portion of the confidential information that is required to be furnished.

15. ASSIGNABILITY

Client and Consultant shall not assign or transfer, in whole or in part, this Agreement or any rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld. All of the covenants, conditions and obligations of this Agreement shall extend to and be binding upon the permitted heirs, personal representatives, successors and assigns, respectively, of the parties hereto.

16. MERGER OF AGREEMENT

This Agreement is an integrated agreement and contains the entire agreement regarding matters herein between the parties. No representations, warranties or promises have been made or relied upon by any party hereto other than as set forth herein. This Agreement supersedes and controls any and all prior communications between the parties or their representatives relative to matters contained herein. Any changes, modifications, or additions to this Agreement shall be made by mutual consent in writing in the form of a supplemental Agreement signed by both parties and attached hereto

17. NOTICES

All notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by overnight carrier to the following addresses:

As to Consultant:

Bill Grafe
Energy Alliances, Inc.
8469 Blue Ash Road, Suite 1
Cincinnati, OH 45236

As to Client:

Township Administrator
Liberty Township
7162 Liberty Centre Dr., Suite A
Liberty Township, OH 45069

18. GOVERNING LAW

This Agreement shall be governed by, subject to the jurisdiction of, and construed in accordance with the laws and courts of the State of Ohio.

19. MISCELLANEOUS

A. A waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

B. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. AUTHORITY TO SIGN

The representative of the Consultant whose signature is affixed to this Agreement affirms that he has been duly authorized to bind the Consultant to the terms of this Agreement by his signature. The representative of Client whose signature is affixed to this Agreement affirms that he has been duly authorized to bind Client to the terms of this Agreement by his signature.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement as of the date first written above.

**LIBERTY TOWNSHIP, BUTLER
COUNTY, OHIO**

ENERGY ALLIANCES, INC.

APPROVED AS TO FORM:

Law Director

Revised 3/1/17



RESOLUTION NO. 2019-028

Board of Trustees, Liberty Township
Butler County, Ohio

**A RESOLUTION APPROVING THE ESTIMATED PROJECT COST AND
AUTHORIZING THE COMMENCEMENT OF BIDDING INCLUDING THE
ADVERTISEMENT FOR AND REVIEW OF BIDS ALL RELATED TO THE
CONSTRUCTION OF THE NEW TOWNSHIP ADMINISTRATION AND POLICE
SUBSTATION FACILITY**

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, Liberty Township (hereinafter called the "Township") intends on constructing the new township administration and police substation facility (the "Project");

WHEREAS, the Township has contracted with a qualified professional design firm MSA Architects (hereinafter called the "Architect"), under Sections 153.65 to 153.71, O.R.C., to prepare specifications, an estimate of cost and such other documents as the Township deems necessary for the Project;

WHEREAS, the Architect has completed the scope of work for construction of the Project in order to facilitate the bidding and awarding of a general contractor package related thereto (hereinafter called the "Bid Package"), taking into consideration factors including, but not limited to, time of performance, availability of labor, and overlapping trade jurisdictions;

WHEREAS, the Architect is in the process of completing draft bid documents for the Bid Package setting forth in detail the necessary requirements related thereto; and

WHEREAS, the Township now desires to commence the competitive bidding process for the Bid Package as authorized under Section 153.12, O.R.C.

NOW, THEREFORE, after careful consideration and evaluation of the information before it, the Liberty Township Board of Trustees resolves that:

Section 1. The Trustees, as authorized under Sections 153.12, O.R.C., approves the cost estimate for the Bid Package in an amount not to exceed \$3,800,000.00.

Section 2. The Trustees authorizes the Township Administrator, upon finalization of the bid documents for the Bid Package, subject to

finalization and approval as to legal form by construction counsel and the procurement of all necessary government approvals, to commence the bidding process for the Bid Package in compliance with all applicable laws, including, but not limited to, Sections 9.31, 9.311, 153.12, 153.50, 153.51, 153.52, 153.54 to 153.571, O.R.C., and to use the Detailed Estimate of Cost provided by the Architect (not to exceed the amount set forth in Section 1) as the estimate of cost to be included in the bidding documents as required by Section 153.07, O.R.C.

Section 3. The Trustees approves for publication a “Notice To Bidders” for the Bid Package and authorizes the Township Administrator to publish said Notice for two weeks in a newspaper of general circulation within the county and to simultaneously post said Notice on the Township’s website prior to the date specified for receiving bids in conformance with Sections 153.07 and 7.12, O.R.C.

Section 4. The Trustees authorizes the Township Administrator to coordinate the opening of bids for the Bid Package in compliance with Section 153.08, O.R.C., and, immediately following the opening of all bids, the Township Administrator is authorized to substantiate the bids for responsiveness, then conduct a responsibility investigation of the apparent low bidder for said Bid Package, and any other bidder as appropriate, in conformance with the Instructions to Bidders and any bid evaluation process agreed to with the Trustees and its construction counsel, and prepare and submit to the Trustees a recommendation about the award or rejection of any bid or bids for the Bid Package, and the acceptance or rejection of any alternate for the Bid Package, in accordance with applicable law.

Section 5. The Trustees hereby find and determine that all formal actions relative to the adoption of this Resolution were taken in an open meeting; and that all deliberations of the Trustees, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22, ORC.

Section 6. This Resolution shall be in full force and effect from and immediately after its adoption.

Trustee Maticic moved to approve the resolution. Trustee Farrell seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Farrell, yes
Trustee Schramm, yes

Adopted: Tuesday, January 15, 2019

Steve Schramm, President

Christine Maticic, Vice President

Tom Farrell, Trustee

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Liberty Township Fiscal Officer this 15th day of January, 2019.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director