



Perrysburg Township, *Established 1823*
26609 Lime City Road Perrysburg, Ohio 43551
Phone: 419.872.8861 Fax: 419.872.8889

www.perrysburgtownship.us

TRUSTEES
Gary Britten
Robert Mack
Joe Schaller

FISCAL OFFICER

ADMINISTRATOR
Walter J. Celley

Meeting Agenda

August 18, 2021

The Perrysburg Township Board of Trustees holds its regular public meetings on the first and third Wednesday of the month at 4:00 p.m. at 26609 Lime City Road, Perrysburg, Ohio. Meetings may be a combination of virtual and in-person. Virtual attendance is hosted on the Zoom platform, which may be accessed with the link below. The link is also posted on the Township website home page at www.perrysburgtownship.us.

Join by computer, tablet or smartphone:
<https://zoom.us/j/2903894108>

Join by phone: 312-626-6799
Meeting ID: 290 389 4108

- I. **(4:00 p.m.) Call to order of regular meeting by the Chair**
- II. **Pledge of allegiance**
- III. **Roll Call:** Mr. Mack, Mr. Schaller, Mr. Britten, Ms. Nelson, Mr. Celley, Mr. Hoffmann, Chief Hetrick, Chief Brice, Ms. Moore, Mr. Warnimont
- IV. **Approval of the agenda/amended agenda**
- V. **Special Presentations:**
 - a. Heidi Southam – network security upgrades
 - b.
 - c.
- VI. **Approval of meeting minutes**
 - a. August 4, 2021
 - b.
 - c.
- VII. **Department business**
 - a. **Maintenance/Roads**
 - i. ODOT Township stimulus program
 - ii. Allied Waste property damage release
 - iii.
 - iv.
 - v.

b. Fire/EMS

- i.
- ii.
- iii.
- iv.

c. Police

- i. PO request for John Jones for new vehicle
- ii. P&R for equipment for vehicle
- iii. PO to Traffic Stop for uniforms
- iv.
- v.

d. Recreation & Recycling

- i. Simmons Park bid and construction administration
- ii.

e. Zoning

- i.
- ii.

f. Administrator

- i. COVID pay policy
- ii. Virtual meeting access to BOT meetings
- iii.
- iv.

VIII. Fiscal Officer

- a.**
- b.**
- c.**

IX. Trustees

- a.** NWWSD Board seat nomination
- b.**
- c.**

X. Public Comments

XI. Adjourn

COPY

Minutes of Regular Meeting: August 4, 2021

3:45 p.m. **Call to order by Chair Gary Britten**

Roll Call for Executive Session: Mr. Britten, Mr. Mack, Mr. Schaller, Ms. Nelson, Mr. Celley, Chief Brice

Mr. Britten entertained a motion to enter Executive Session. **Mr. Mack moved to enter Executive session for discussion of employee of a public employee, Mr. Schaller seconded, all yes; motion carried.**

Mr. Britten entertained a motion to close Executive Session and return to the regular meeting. **Mr. Mack moved to return to the regular meeting, Mr. Schaller seconded, all yes; motion carried.**

Roll Call: Mr. Mack, Mr. Britten, Mr. Schaller, Ms. Nelson, Mr. Celley, Mr. Conner, Chief Hetrick, Chief Brice, Ms. Moore, and Mr. Warnimont.

Approval of amended agenda: Mr. Schaller moved to approve the amended agenda, Mr. Mack seconded; all yes, motion carried.

Special Presentations:

Zoning: Public hearing of **ZLA 2021-03** a zoning change application from R-1 to R-3 north side of SR 795 between Ayers Road and SR 795 and east of the Starbright subdivision. Ms. Moore swore in the participants.

Jacob Childers working for the Drake Building Company, requests to re-zone four (4) parcels of land from R-1 Rural Residential District (Low Density) to R-3 Suburban Residential District (Medium Density). He stated that they wish to build single family homes in the 1700 sq. ft. – 2200 sq. ft. ranging in price from the high \$200,000 to low \$300,000 range. They have no plans to access SR 795 from the subdivision.

Ms. Moore asked for those wishing to speak in favor of the application, hearing none, she asked for those wishing to oppose the application, again hearing none, she closed testimony and opened discussion by the board.

Mr. Britten entertained a motion to approve, **Mr. Mack moved to approve ZLA 2021-03, Mr. Schaller seconded; all yes, motion carried.**

Sgt. Molter presented on the bike patrol. The bicycle patrol was relaunched May 12, 2021 and currently has four members; Sgt. Molter, Patrol officers Ross Wheatley, Dustin Glass, and Jessica Slowinski. We have ridden about 200 miles with 73 contacts. We have also done some covert coverage at night. Spoke Life (Perrysburg) has suggested we take one of our three bicycles out of commission at the end of this year; we will use it until the fall. We have a bike at Spoke Life coming in soon, for \$676.50 which will give us four bicycles. We also have an event on with Big

recycling center, and requested changing the cameras, Chief Brice also mentioned that the front of the Fire Station isn't covered by cameras at present. Chief Hetrick will contact Torrence Sound to get a quote on new cameras. Chief Hetrick has a blanket PO and asked for approval of \$1381.53 to Spoke Life for the two new bicycles. **Mr. Mack moved to approve the PO to Spoke Life, Mr. Schaller seconded, all yes; motion carried.**

Recreation & Recycling: Mr. Warnimont stated that Mr. Celley gave him a copy of an outside exercise program that would be suitable for the improvements for Perrysburg Heights; it requires a 40 x 40 space. He will provide copies for the board.

Zoning: Ms. Moore stated that she had received an application for a local resident for the Zoning Commission, James Rorick on East River Road. She stated that there is an opening for an alternate on that board. Mr. Mack knows J.D. Rorick, and Chairman Black has been pursuing him for the ZC, and recommended him as well. **Mr. Mack moved to appoint James Rorick for the alternate position for the Zoning Commission, Mr. Schaller seconded, all yes; motion carried.**

Administrator: Mr. Celley presented the proposed Ohio specific Opioid settlement negotiated by Attorney General Dave Yost. We are being asked to approve the proposal. It is known as One Ohio Opioid Settlement for a state specific settlement with the three main distributors of opioids. I attended the state-wide meeting that included townships with over 10,000 residents. I sent it to Tim Greenwood and he is recommending it to us. It is recommended by Ohio attorneys and it is a \$26 billion settlement to be paid over an 18 year period. He continued stating that he does not know what proceeds would be available to the township. Mr. Celley is recommending it to the board. Mr. Celley prepared a Resolution, 2021-06. **Mr. Schaller moved to approve Resolution 2021-06 for participation in the One Ohio Opioid settlement, Mr. Mack seconded, all yes; motion carried.**

Fiscal Officer: Ms. Nelson stated that she put cash position reports in trustee's mailboxes.

Trustees: Mr. Britten discussed the WCTA participation at the Wood County Fair on Saturday. Ms. Nelson will take the basket prepared for the give-away to the Township building and attend for part of the day. Mr. Schaller and Mr. Britten will attend as well. Mr. Schaller asked Sgt. Molter if he needed any assistance for the bike rally; Sgt. Molter stated that they were covered at this time.

Public Comments: Mr. Britten asked for public comments; Mr. Warnimont asked for a letter to be sent to the resident on Lime City Rd with tall grass. Mr. Celley responded that he will be assigning the complaint to someone in the office. Mr. Britten asked for any other public comments, hearing none, Mr. Britten asked for a motion to adjourn. Mr. Schaller moved to adjourn, Mr. Mack seconded, all yes; motion carried.

Meeting adjourned at 4:52 p.m.

Hannah Nelson – Fiscal Officer

Gary Britten -Chairman

PROPERTY DAMAGE RELEASE

Claim #: 21388J608389

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being of lawful age, for the sole consideration of Twenty One Thousand Eight Hundred Dollars and Zero Cents (\$ 21,800.00) to be paid to Perrysburg Township , do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge Allied Waste Services of North America, LLC, and Jason L Sanders, his/her/their/its agents, servants, successors, heirs, executors, administrators and all other person, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen property damage and the consequences thereof resulting or to result from the occurrence on or about the 21st day of May, 2021, at or near Perrysburg, Ohio.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

“Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.”

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this ____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING

_____ (sign)	_____ (sign)
_____ (print name)	_____ (print name)
_____ (witness)	_____ (witness)

STATE OF _____)
) ss.
 County of: _____)

On the ____ day of _____, 20__, before me personally appeared _____
 _____ known to be the person(s) named herein and who executed the foregoing
 Release and acknowledged to me that he/she/they voluntarily executed same.

NOTARY PUBLIC

Walter Celley

From: Josh O'Neil <joneil@dgl-ltd.com>
Sent: Tuesday, August 10, 2021 11:10 AM
To: Walter Celley
Subject: RE: Perrysburg Twp park

Walt –

I came up with \$11,560. That assumes 60 total hours. The bigger pieces being the field visits (24 hrs) and preparing the actual bid book (12 hrs). Let me know your thoughts?

Thanks...

Joshua J. O'Neil, PE, CPESC
Principal | Senior Project Manager

T: [419.535.1015, Ext. 218](tel:419.535.1015) | C: [419.704.2383](tel:419.704.2383) | E: joneil@dgl-ltd.com

From: Walter Celley <WCelley@perrysburgtownship.us>
Sent: Thursday, August 5, 2021 3:40 PM
To: Josh O'Neil <joneil@dgl-ltd.com>
Subject: RE: Perrysburg Twp park

Josh, this is fine with me and I will present it at the BOT meeting on August 18, but can you give an estimated range of likely total cost of the proposal? We will need some idea of total amount so we can issue a purchase order. Thanks,
Walt

From: Josh O'Neil [<mailto:joneil@dgl-ltd.com>]
Sent: Thursday, August 5, 2021 2:13 PM
To: Walter Celley
Subject: RE: Perrysburg Twp park

Walt –

Please see the attached proposal as requested. Let me now if you have any questions.

Thanks...

Joshua J. O'Neil, PE, CPESC
Principal | Senior Project Manager

T: [419.535.1015, Ext. 218](tel:419.535.1015) | C: [419.704.2383](tel:419.704.2383) | E: joneil@dgl-ltd.com

From: Walter Celley <WCelley@perrysburgtownship.us>
Sent: Monday, July 12, 2021 8:17 AM
To: Josh O'Neil <joneil@dgl-ltd.com>
Subject: RE: Perrysburg Twp park



PROVIDING
CIVIL ENGINEERING
SOLUTIONS SINCE 1926

TRANSPORTATION

TRAFFIC/SAFETY

FACILITY/SITE
DEVELOPMENT

SURVEY

CONSTRUCTION
SERVICES

August 5, 2021

Walter J. Celley
Perrysburg Township Administrator
Perrysburg Township
26609 Lime City Road
Perrysburg, OH 43551

Re: Edward H. Simmons Park – Construction Administration

Dear Mr. Celley:

Thank you for providing us with the opportunity to submit our proposal for preparing the bid package and subsequent construction administration services necessary to construct the pond, earthwork, parking area and storm sewer at the future Edward H. Simmons Park in Perrysburg Township.

The Professional Services Agreement is attached for your review and approval. Please sign and date the Agreement and return it to our office by hard copy or email. We can begin work upon your authorization.

Once again, thank you for this opportunity to serve you. If you have any questions or need any further information, please feel free to contact me.

Sincerely,

DGL Consulting Engineers, LLC

Joshua O'Neil P.E., CPESC
Principal | Senior Project Manager

T: 419.535.1015 Ext. 218 | C: 419.704.2383 | E: joneil@dgl-ltd.com

3455 Briarfield Blvd
Suite E
Maumee, OH 43537
419.535.1015

128 N Fulton Street
Wauseon, OH 43567
419.330.1360

dgl-ltd.com

209-21242

An Agreement for the Provision of Limited Professional Services

Design Professional
DGL Consulting Engineers, LLC
3455 Briarfield Blvd., Suite E
Maumee, OH 43537

Client
Perrysburg Township
26609 Lime City Road
Perrysburg, OH 43551

Project Name Edward H. Simmons Park – Construction Administration **Project No.** 209-21242

Location Perrysburg Township, OH

Scope of Services See Scope of Services Attachment for definitions

Fee Arrangement See Scope of Services Attachment for additional information

Construction Administration	Hourly
Total	Hourly
Retainer Amounts	\$00.00 due with signed contract. Required prior to starting work.
Special Conditions	

Offered by:



Signature

Joshua O'Neil, P.E., CPESC
Principal | Senior Project Manager
Printed Name / Title

Accepted by: Client

Signature

Date

Printed Name / Title
Signature indicates the authority to bind the company to the terms herein

The Terms and Conditions at the end of this price proposal are part of this Agreement.



Scope of Services

Background

DGL and Perrysburg Township completed the design plans/construction documents for the Edward H. Simmons Park in August of 2020. Design elements for the park included a fenced dog park, basketball, tennis, pickleball, walking/running track, archery range, a pond, and parking area. It is our understanding that Perrysburg Township would like to advertise, bid, and construct the pond, parking area, and storm sewer for this project as the initial package. The above-mentioned plan set and conversations with Wal Celley will be the basis of the following proposal.

Scope of Work

Construction Administration Services

DGL will provide the following services for the initial phase of the Edward H. Simmons Park construction project.

- Meet with Perrysburg Township and attend zoning meetings as needed.
- Prepare the bid book for the project, including, standard project requirements and definitions, proposal forms, and prevailing wage requirements.
- Assist Perrysburg Township in advertising the project.
- Respond to potential bidders' questions and attend the Pre-Bid Meeting.
- Attend the Pre-Construction Meeting.
- Review shop drawings and submittals.
- Review and respond to RFIs that may occur during construction.
- Make on-site visits to the construction project. A memo of observations will be distributed after each visit.
- Assist in preparing change orders and reviewing pay applications.
- Prepare a final punch list when construction is substantially complete and ready for an inspection.

Assumptions

As requested, a 2021 billing rate schedule has been included for reference.

Expenses, including, mileage, and other out of pocket expenses, will be billed as a separate item as a reimbursable expense to be billed at cost.



DGL CONSULTING ENGINEERS, LLC TERMS & CONDITIONS

Fee The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 1.10%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions (*Optional, use if existing structure or project*) A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and defense costs) caused in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation (*Fill in the amount*) In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$____,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to anyone performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law The law applicable to this Agreement is the state of the Project location.



DGL Consulting Engineers, LLC
Providing civil engineering solutions since 1926.

BILLING RATE SCHEDULE - CALENDAR YEAR 2021

Personnel Category	Hourly Billing Rate
Expert Witness, Professional Engineer	\$350.00
Expert Witness, Professional Surveyor	\$200.00
Principal, Professional Engineer	\$215.00
Senior Project Manager	\$195.00
Project Manager	\$170.00
Senior Professional Surveyor	\$180.00
Professional Surveyor	\$120.00
Senior Professional Engineer	\$125.00
Professional Engineer	\$110.00
Senior Engineer	\$105.00
Engineer	\$85.00
Senior CADD/Technician	\$110.00
Staff CADD/Technician	\$80.00
Staff Support – Clerical	\$65.00

Field Survey Crew	Hourly Rate
1-Person, w/GPS Equipment	\$115.00
1-Person, w/ Utility Locating Equipment	\$165.00
2-Person, w/Equipment Included	\$145.00
3-Person, w/Equipment Included	\$235.00

Direct, Non-Salary Cost Schedule			
Mileage	\$0.45/ea.	Parking / Tolls	Actual Cost
Copies	\$0.20/ea.	Travel	Actual Cost
Plots	\$2.00/ea.	Postage	Actual Cost
		Outside Printing	Actual Cost

Effective Date: 1/31/2021

PERRYSBURG TOWNSHIP TRUSTEES
TEMPORARY POLICY ON
PAY CONTINUATION FOR COVID RELATED ABSENCE

This policy applies to all full and part-time employees of Perrysburg Township.

Upon adoption, this policy shall become effective immediately.

POLICY:

Employees who are caused to be absent from work due to the coronavirus pandemic will continue to receive their base pay during the absence.

This temporary policy is retroactive to June 30, 2021 and will terminate on December 30, 2021, without further action by the Board of Trustees, unless terminated earlier or extended.

This policy was moved for approval by Trustee _____ and seconded by Trustee _____ in a regular meeting on August 18, 2021 and the same was adopted by a vote as follows:

Britten: _____

Mack: _____

Schaller: _____

I certify that the foregoing is a true and accurate copy of the policy adopted in a regular meeting of the Perrysburg Township Board of Trustees on the date aforesaid.

Hannah L. Nelson, Fiscal Officer



August 9, 2021

RE: Township Appointment to Board Seat

Dear Townships,

Please find enclosed one (1) nominee name for your voting consideration to fill the township-appointed board seat. A ballot is enclosed for your vote and a sample resolution to be completed and returned.

The nominee's need the majority of the 20 townships to vote. They will be in contact with you in the meantime.

Please send votes in as soon as possible!

Please call with questions.

Sincerely,

NORTHWESTERN WATER AND SEWER DISTRICT



Jerry Greiner
President

JG/lob
enc.

Responsible for every drop.

12560 Middleton Pike • P.O. Box 348 • Bowling Green, Ohio 43402
Fax: (419) 354-9344 • (877) 354-9090 • www.nwwsd.org • E-mail: district@nwwsd.org
This institution is an equal opportunity provider

Ballot
Northwestern Water & Sewer District
Board Seat Nominees

Name of Nominee:

Steve Arnold

Please vote by ranking your preferred candidate in the box:

- 1-your first choice
- 2-your second choice
- 3-your third choice

_____ Township

_____ Date

Please return this ballot and accompanying township resolution in the enclosed envelope to the District as soon as possible.

RESOLUTION 2021—

A RESOLUTION SUBMITTING VOTES TO FILL A VACANT
BOARD SEAT ON THE NORTHWESTERN WATER AND
SEWER DISTRICT

WHEREAS, the Northwestern Water and Sewer District (hereinafter the District) was formed pursuant to a petition filed in the Court of Common Pleas of Wood County, Ohio, case number 91-CV-567, and in accordance with the Ohio Revised Code Chapter 6119 and;

WHEREAS, _____ Township has joined the and is a township member of the District; and

WHEREAS a township vacancy has arisen on the board of the District that needs to be filled.

WHEREAS, pursuant to the District's bylaws, the township members of the District shall elect the replacement to the vacant seat.

WHEREAS, the township members may nominate individuals to fill the vacant seat.

WHEREAS, the township members have received a ballot of nominees for the vacant seat and hereby ranks the nominees in the order of preference for the nominees to be appointed to the vacant seat.

NOW THEREFORE, Be it Ordained By _____ Township, _____ County Ohio, That:

Section 1. The attached ballot indicates the order of preference of the nominees to the vacant seat and that the ballot as submitted in the townships vote for the individual to fill the vacant township seat on the District's Board of Trustees.

Section 2. It is found and determined that all formal actions of the township concerning or related to the passage of this Resolution were adopted in an open meeting of the township, and that all deliberations of this township and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the township and the State of Ohio.

Passed this _____ day of _____ 2021

President of Township

Fiscal Officer

