

Village of Mantua, Ohio
RESOLUTION 2012-63

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CRESTWOOD SCHOOL BOARD RELATING TO THE OPWC GRANT MATCHING FUNDS FOR THE CRESTWOOD MIDDLE SCHOOL SEWER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Village is collaborating with the Crestwood School district to obtain Ohio Public Works Commission grant funding for the Crestwood Middle School Sewer Line Project, and

WHEREAS, it is necessary for the Village and the School Board to enter into an agreement relating to the provision of matching funds and the payment of expenses relating to the project.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Mantua, two thirds or more of the members elected thereto concurring, that:

SECTION 1: The Mayor is hereby authorized to execute an Agreement with the Crestwood School Board relating to the payment of costs and matching funds for the Crestwood Middle School Sewer Line Project, as set forth in "Exhibit A", attached hereto and incorporated herein by reference.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared an emergency measure, in order to permit execution of the attached Agreement in advance of the November 1st 2012 OPWC grant application deadline, and shall become immediately effective upon its proper passage by two thirds or more of the members elected to this Council.

PASSED AS EMERGENCY, this 16th day of October, 2012.

Attest:

Linda Clark, Mayor

Jenny August, Clerk of Council

I, Jenny August, Clerk of the Village of Mantua, Ohio, hereby certify that this Resolution was duly published by public posting at pre-designated posting places in the Village of Mantua.

Jenny August, Clerk of Council

Approved as to legal form:

Michele A. Stuck, Village Solicitor

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“EXHIBIT A”

VILLAGE OF MANTUA, OHIO

And

CRESTWOOD LOCAL SCHOOL DISTRICT

Matching Funds Agreement
Sewer Line Project

This AGREEMENT (“Agreement”) is made by the Village of Mantua, Ohio (“Village”) and the Crestwood Local School District Board of Education (“Board”).

WHEREAS, the Board wishes to install a sewer line from the Crestwood Middle School to connect to the Village’s sewer main on High Street (“Project”);

WHEREAS, the Village has applied for certain Ohio Public Works Commission (“OPWC”) grant monies in order to attempt to defray the cost of the Project (“Grant”);

WHEREAS, the total cost of the project is estimated to be \$314,000;

WHEREAS, the Village desires assurances from the Board that the Board will provide the matching funds required by the Grant in order to complete the Project;

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. MATCHING FUNDS

- a. The Grant application, as submitted by the Village, seeks a 60% level of funding for the Project. A copy of the Grant application is attached hereto and incorporated herein as Exhibit A. The Board agrees to pay any and all costs related to the Project that exceed the funding provided by the Grant, up to \$138,000. The Board shall not pay more than a total of \$138,000 under this Agreement.
- b. Should it become apparent that the Grant award, plus the matching funds of up to \$138,000 to be provided by the Board, will be insufficient to permit completion of the Project, any grant monies awarded will be returned to their source and the Project canceled, unless the Board alone determines to provide additional matching funds beyond \$138,000. Additionally, if any costs have been incurred in the furtherance of the Project prior to such determination being made, the Board will reimburse the Village for those costs so long as the Village has complied with Paragraph 1(c) of this Agreement regarding such costs. This provision does not include the salaries of Village personnel which would otherwise be paid by the Village in the normal course of business were the Project not going forward. Under no circumstances will the Village be responsible for any costs relating to the Project due to costs exceeding estimates or insufficiency of grant award.

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- c. Any and all costs related to the Project shall be determined and approved by the Board only. Prior to the Village entering into any contracts and/or agreements for materials or services related to the Project, the Village shall submit such contract and/or agreement to the Board for its approval. Moreover, the Village shall submit to the Board all bills and/or statements received regarding the Project. The Village shall not enter any contract or agreement relating to the project or remit payment for any bill and/or statement without prior authorization from the Board. The Board shall notify the Village whether such contracts, agreements, bills and/or statement have been approved within ten (10) business days of receipt of the contract, agreement, bills and/or statement from the Village.
- d. Because the OPWC grant funds are distributed at a rate of 60% of project expenses, on an as-incurred basis throughout the project, the Board must contribute its 40% match as such funds are needed to pay the expenses relating to the project. Therefore, the Board agrees that it shall remit payment to the Village in the amount of forty percent (40%) of any bills and/or statements at the time such bills and/or statements are approved pursuant to paragraph 1(c). The Board shall remit payment for approved bills and/or statements within ten (10) business days of receipt of the bills and/or statement from the Village.
- e. Notwithstanding any provision to the contrary, execution of this Agreement shall constitute Board approval of \$22,000 for planning, surveying and design engineering which must be forwarded to the Village by the Board no later than **March 31, 2013**. Such expenses are necessary in order to increase the likelihood of the award of the full grant amount as requested. Provision of this amount in advance of the grant award will be deemed an offset of the Board's total maximum obligation of \$138,000. After the grant funds are released, and the Village is reimbursed 60% of the costs of such planning/engineering services by the OPWC, the Village will retain the reimbursed funds to be applied to future match requirements. Should the OPWC grant not be awarded, or any award of such grant withdrawn, or the Project otherwise cancelled prior to March 31, 2013, then the Board shall have no obligation to provide the funds described in this section.

2. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Village:

Village of Mantua, Ohio
c/o Linda Clark, Mayor
4650 W. High Street
PO Box 775
Mantua, OH 44255

If to the Board:

Crestwood Local School District
c/o Joe Iacano, Superintendent
4565 W. Prospect Street
Mantua, OH 44255

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3. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Portage County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

4. FORCE MAJEURE

Neither the Village nor the Board shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

5. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

6. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

7. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged.

8. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

9. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

10. BINDING EFFECT

This Agreement shall not be binding until adopted by the Village and the Board in public session and executed by the parties.

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IN WITNESS THEREOF, the parties hereto have set their hands.

THE VILLAGE OF MANTUA, OHIO

By _____
Mayor (In her official capacity only) Date _____

And by _____
Council President (In his official capacity only) Date _____

And by _____
Clerk-Treasurer (In her official capacity only) Date _____

* This Agreement has no legal effect absent Village Council action

CRESTWOOD LOCAL SCHOOL DISTRICT
BOARD OF EDUCATION

By _____
Superintendent (In his official capacity only) Date _____

And by _____
Treasurer (In her official capacity only) Date _____

And by _____
President (In her official capacity only) Date _____

* This Agreement has no legal effect absent Board action

Attachments: Board Resolution No. _____
Village Council Resolution No. _____