

Resolution No. 1018

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered as of the 16 day of March 2015, by and among Pultney Township Trustees of Belmont County, P.O. Box 225, W. 26th Street, Bellaire, OH 43905; and the Village of Bellaire, 3197 Belmont Street, Bellaire, OH 43906, in order that the two parties enter into a partnership for the purpose of shared costs and services for a Mowing Project.

Within this MOU, the term "party" is meant to refer to each partner individually, and the term "parties" is meant to refer to the partners collectively.

WHEREAS, in March 2015 each party approved and adopted a Resolution to participate as partners in an application to the Local Government Innovation Fund (LGIF) program through the Ohio Development Services Agency, and that it be agreed Pultney Township will act as the Lead Applicant;

WHEREAS, the goal of the partnership is to share costs and services to better meet the annual mowing obligations of each party;

WHEREAS, the application to the LGIF program would be for a 0% interest loan for the purpose of purchasing a tractor and mower, and any necessary accessories;

AND, WHEREAS, both parties have had the opportunity to discuss their individual roles within this partnership, and finding them agreeable, have entered into this MOU for a specified period of time.

NOW, THEREFORE, in consideration of the promises and covenants as set forth below, the parties agree to as follows:

1. Pultney Township will act as the Fiscal Agent of the LGIF loan, acting as the lone borrower, following all established procurement rules and regulations of local government, and retaining sole ownership of the equipment purchased with funds from the LGIF loan program
2. Pultney Township will continue to provide mowing for the Village of Bellaire a total of 5.05 miles, as listed in Appendix A, a minimum of twice per annual mowing season (April through October), and more frequently if necessary and feasible
3. Pultney Township will provide mowing as listed above and within Appendix A, at no additional cost to the Village of Bellaire, other than the agreed upon conditions of this MOU, for a period of fifteen years that will end in the month of July in the year 2030

- 4. The parties agree to share the 10% LGIF loan program required cash match, and the annual LGIF loan payment, relative only to the purchase made of the tractor/mower/accessories acquired through the LGIF loan program, according to an agreed distribution as follows: Village of Bellaire 20% and Pultney Township 80%**
- 5. The parties are agreeable to a quoted purchase price through the state purchasing program of \$110,480, from Kuester Implement Co., St. Clairsville, OH for the purchase of the previously referenced tractor, boom mower, and accessories**
- 6. The Village of Bellaire will provide \$2,210 (two thousand two hundred ten dollars) of the required 10% cash match, to be paid to Pultney Township no later than July 1, 2015**
- 7. The Village of Bellaire will provide an amount not to exceed \$1,989 (one thousand nine hundred eighty nine dollars) annually, to Pultney Township in exchange for the agreed upon mowing**
- 8. The Village of Bellaire will provide the annual payment due Pultney Township in an amount of \$497.25 on a quarterly annual basis, to begin prior to the first due date of the LGIF loan**
- 9. Pultney Township will give the Village of Bellaire no less than 60 days notice of the time the first LGIF loan payment is due**
- 10. Pultney Township will provide the remaining balance (minimum 80%) of the required cash match as required by the LGIF loan program**
- 11. Pultney Township will provide the remaining balance of the annual loan payment (minimum 80%) due the Ohio Development Services Agency LGIF loan program, estimated to be \$7,954 (seven thousand nine hundred fifty four dollars)**
- 12. Should the purchase price increase from the amount listed within this MOU, the responsibility lies with Pultney Township to provide the difference, in both cash match and annual loan payment**
- 13. This MOU contains the entire understanding of the parties, with respect to the subjects contained herein, and there are no promises, representations, warranties, covenants, agreements, or undertakings other than those expressly set forth and provided for in the MOU; it being understood this MOU supersedes all prior agreements and understandings between the parties**

14. The parties hereby warrant and represent to each other that they understand and agree to each and every term hereof and that they enter into this MOU of their own free will, without duress or coercion

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding, as of the date of the last signature below

AGREED:


Mark Cervelli (signature)

President, Pultney Township Trustees

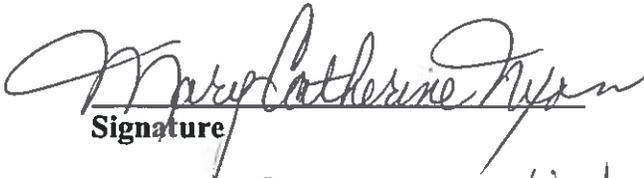
March 16, 2015
Date


Vince DiFabrizio (signature)

Mayor, Village of Bellaire

March 16, 2015
Date

WITNESS:


Signature

MARY CATHERINE NIXON
Print Name

March 16, 2015
Date

APPENDIX A

(Addendum to: "Memorandum of Understanding" between Pultney Township and the Village of Bellaire)

Contained herein is a listing of properties owned and under the responsibility of the Village of Bellaire, mowed by Pultney Township, as agreed upon in Memorandum of Understanding, dated March 2015.

Location	Miles
Bellaire Marina	.15
Indian Run	.4
Ward Road	.1
Trumbull to Bellview	.7
North Guernsey	.2
Rt 214 (Pelkey's Turn)	.5
Mud Road (34th Street)	.2
Pinch Run/10th Street/Cement Mill	.3
W 23rd Street and bottom of New Winding Hill	1.6
Old Winding Hill	.1
Washington Street	.1
TOTAL MILES	5.05