

The Board of Trustees of Sugarcreek Township, Greene County, Ohio, met in Regular Session, May 17, 2010, at 7:30 pm, at 2090 Ferry Road, Bellbrook, Ohio 45305.

1. Chairperson Nadine Daugherty called the meeting to order at 7:30 pm.
2. All rose and recited the Pledge of Allegiance to the Flag.
3. Mr. Hodson called the roll with Board Members Nadine Daugherty, Dick King and Mike Pittman being present.
Others present, in addition to Mr. Tiffany, who signed in were Jim Tharpe, Jim Martin, Donna Hellman, Bill Wiseman, Ron Barnett, Kevin Nieb, Barbara Burson, Katherine Ullmer, Nathan Cahill, Dan Bitler, Scott Bryant, Jeff Sebor and Joan Gallagher.

4. Zoning Text Amendment – Tabled during the May 3, 2010 Trustee Meeting

Mr. King started discussions with the unfinished topic of Pool Covers. Mr. King said he thought the current proposed amendment of Fences for small lots and Fences or Pool Covers for lots of five acres or more was adequate. Mr. King said this was a serious issue and there was a near drowning last year. Mrs. Daugherty said the pool covers were electronically operated and not the old style canvas type. She thought they were as good as a fence and agreed with Mr. King with respect to the five acre or larger lots. Mr. Pittman saw one at Miamisburg and thought, if properly used it could provide more protection than a fence.

Mr. Tiffany said pool covers did not create any additional liability for the Township. Chief Pavlak said the Consumer Product Safety Commission recommended both. Mr. Pittman asked if power loss would be a problem. Mr. Tiffany said they had manually operated backup.

Mr. Pittman said if we pass this and see any problems we can always change it later. Mr. Pittman, Mr. King and Mrs. Daugherty all agreed to leave it as currently written.

Mr. King said the Little Miami River Overlay District document is not enforceable. Mr. King said the Greene County Prosecutor informed the Board that they were out of bounds trying to change what they had and if they put what they had back into the Zoning Resolution they would do so at their own peril. Mr. King said it appears that we can follow legal council or go our own way at our own risk. Mrs. Daugherty said we've had it there and its not been a problem. Mrs. Daugherty said she would like to leave it in as it was. Mr. Tiffany said we can't do that because the setbacks, as measured, did not make sense. The current measurement is from the 765 or 770 Mean Datum Contour Interval along the Little Miami River. It didn't line up with the river according to the Greene County GIS. Mrs. Daugherty said she would like to see protection for trees and banks along the River. Mr. King said, Tom Miller, Greene County Prosecuting Attorney, doesn't agree with what we have so do we follow our legal advice or go out on our own. Mr. King said we should go back and try to work further on this issue.

Mr. Tiffany said the setback is not a problem but the buffer area is. Mr. Pittman said he is not against a fifty foot buffer for newly created lots and not to apply to existing lots. Mr. King said it is still a variation from the Prosecutor's advice. He said we either follow his advice or put what we have back in. Mr. King suggested we not include it for this evening and work on changing it to what we need later. Mr. Pittman and Mrs. Daugherty agreed.

A. Approving a Comprehensive Update to the Zoning Resolution

Resolution # 2010.05.03.09

WHEREAS, an Ad Hoc Advisory Group was appointed by the Sugarcreek Township Trustees to review the current Zoning Resolution and to propose a comprehensive update to the text; and,

WHEREAS, public hearings to review the proposed comprehensive update to the Sugarcreek Township Zoning Resolution were held by the Sugarcreek Township Zoning Commission on July 14, 2009, and on December 8, 2009, on the application of the Sugarcreek Township Board of Trustees (ZC01-2009); and,

WHEREAS, the Sugarcreek Township Zoning Commission passed a motion to approve the proposed comprehensive update to the Sugarcreek Township Zoning Resolution with the incorporation of changes as outlined in the Board of Zoning Commission Resolution; and,

WHEREAS, the Sugarcreek Township Board of Trustees has held public work sessions to review and modify those recommended changes to the Sugarcreek Township Zoning Resolution; and,

WHEREAS, a public hearing was held by the Sugarcreek Township Board of Trustees at their regular meeting on May 3, 2010, at 7:30 pm to review the proposed comprehensive update to the Sugarcreek Township Zoning Resolution; and,

WHEREAS, all those present for the hearing who wished to be heard, voiced their opinion(s) with respect thereto; and,

WHEREAS, said comprehensive update was reviewed by the Sugarcreek Township Board of Trustees and determined to be for the purpose of promoting public health, safety and morals; securing the most appropriate use of land and facilitating adequate and economical provisions for public improvement, all in accordance with the Sugarcreek Township Comprehensive Plan for the desired vision of Sugarcreek Township in the future.

NOW THEREFORE, BE IT RESOLVED, that the Board of Sugarcreek Township Trustees does hereby approve the comprehensive update to the Sugarcreek Township Zoning Resolution as presented with any amendment(s) during their regular meeting on May 3, 2010, pursuant to Section 519.12 of the Ohio Revised Code.

TABLED – SEE 2010.05.17.03

Mrs. Daugherty moved to accept the Resolution as presented. Mr. Pittman seconded. Roll was called with the vote being as follows:

Mr. King - Yes
Mr. Pittman – Yes
Mrs. Daugherty - Yes

5. Reports

A. Administration

Mr. Tiffany said he attended a C.L.O.U.T. (large Ohio Townships) Meeting in Columbus. Mr. Tiffany had a list of members and said about one half had Limited Home Rule. Mr. Tiffany said he was elected Vice-Chair of the Executive Committee. Mr. Tiffany said thanks to Mr. Schieman he was made aware that H.B. 48 had passed. Levies will now need to be filed 90 days out instead of 75.

B. Fire

A report prepared by Chief Pavlak is appended. Chief Pavlak said he has had two structure fires in the last 24 hours. He said there was a house fire last week on Shephard Road where a 14 year old girl was sleeping in a back room. He said the smoke alarm saved her life. Chief Pavlak thanked Molly Smith and Rachael Adams for the great job there were doing in dispatch. Chief Pavlak said it took over an hour to get the driver extricated from the high speed crash on Centerville Road.

C. Police

A report prepared by Chief Flick, for the police department, is appended. Chief Flick said Lieutenant Deaton just finished 10 weeks of Command School Training and congratulated him for his accomplishment. He also said the Department has received letters from all over inquiring into the GUIDE program started last year.

Lieutenant Deaton said the training he completed was difficult and strenuous but completing the course was very rewarding.

D. Roads and Services

A report prepared by Tracey Messer, Director of Roads and Services, is appended.

E. Zoning

A report prepared by Cara KillKelley, Township Planner/Zoning Official, is appended. Cara said the Farmers' Market will start this coming Friday. She said there will be approximately twenty five vendors to start and more to come on board as the growing season progresses. She said the Bell Hop Cafe will provide free coffee and entertainment will be provided.

F. Trustees

Mr. Pittman said he attended the Miami Valley Regional Planning Commission meeting.

Mrs. Daugherty said she read the article in the paper on saving the Dille Home and encouraged all to write letters in support since it is of local historical significance.

6. New Business

Fiscal Office

A. Payment of Bills

Mr. King moved to accept the Payment of Bills. Mr. Pittman seconded. Roll was called with the vote being as follows:

Mr. King - Yes
Mr. Pittman - Yes
Mrs. Daugherty - Yes

Fire Department

B. Resignation of Volunteer Firefighter, Garret S. Blakely

Resolution # 2010.05.17.01

WHEREAS, Firefighter Garrett S. Blakely has submitted his letter of resignation from the Sugarcreek Township Fire Department; and,

WHEREAS, Firefighter Blakely has been a member of the Sugarcreek Township Fire Department since February 1, 2010; and,

WHEREAS, Chief Randall J. Pavlak indicated in his May 12, 2010, correspondence that Firefighter Blakely has no monetary obligations to the Township and recommends we accept with regret his resignation,

NOW THEREFORE, BE IT RESOLVED, that this Board of Sugarcreek Township Trustees officially accepts the resignation of Garrett S. Blakley with an effective date of May 17, 2010.

Mr. Pittman moved to accept the Resolution as presented. Mrs. Daugherty seconded. Roll was called with the vote being as follows:

Mr. King - Yes
Mr. Pittman - Yes
Mrs. Daugherty - Yes

Administration

C. Resolution Authorizing Amendments to a Ground Lease Agreement and a Lease Agreement, and Related Documents, Extending the Duration of the Lease-Purchase Financing of Road Improvements and Matters Related Thereto.

Resolution # 2010.05.17.02

WHEREAS, the Board of Township Trustees (the "Board") of Sugarcreek Township, County of Greene, Ohio (the "Township"), by a resolution adopted on June 1, 2009 (the "Prior Resolution") authorized the lease-purchase financing of the construction of road improvements (the "Project") pursuant to Ohio Revised Code Section 505.267; and

WHEREAS, pursuant to the Prior Resolution, the Township entered into a Ground Lease Agreement (the "Ground Lease") and a Lease Agreement (the "Lease Agreement") both dated as of June 23, 2009 and between the Township and PS&W Holding Company, Inc. (the "Financing Entity") in order to provide such financing for the construction of the Project in the amount of not to exceed \$650,000; and

WHEREAS, as part of such financing as contemplated by the Prior Resolutions, (a) the Financing Entity assigned all of its right, title and interest in and to the Ground Lease and the Lease Agreement to U.S. Bank National Association (together with its successors and assigns, the Trustee), as trustee under a Trust Indenture dated as of June 23, 2009 (the "Indenture") between the Financing Entity and the Trustee pursuant to a Lease Assignment Agreement dated as of June 23, 2009; (b) the Trustee issued Certificates of Participation (Sugarcreek Township Clio Road Improvement Project), dated June 23, 2009 evidencing undivided proportionate interests in the Township's payments of Base Rent (as defined in the Lease Agreement) pursuant to the Lease Agreement (the "Certificates"), which were sold to Fifth Third Securities, Inc. (the "Underwriter"); and (c) the proceeds of such sale were deposited with the Trustee and used to finance the costs of the Project; and

WHEREAS, the initial terms of the Ground Lease and the Lease Agreement ended on December 31, 2009 and the Board renewed the Ground Lease and the Lease Agreement until June 22, 2010 in accordance with their terms by appropriating an amount sufficient to pay all Base Rent and Additional Rent, as defined in the Lease Agreement, net of the amounts shown on the Original Purchaser's Renewal Certificate dated June 23, 2009; and

WHEREAS, the Board deems it necessary and appropriate to amend the Ground Lease and the Lease Agreement to extend the duration of such lease-purchase financing as described herein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Township Trustees of the Sugarcreek Township, County of Greene, Ohio, that:

Section 1. It is hereby determined to be necessary and in the best interest of the inhabitants and citizens of the Township, and the Township hereby agrees, to amend the Ground Lease and the Lease Agreement to extend the duration of such lease-purchase financing as described in this Resolution.

Section 2. The Township shall continue to lease the Project Site, as defined in the Ground Lease, to the Trustee as assignee of the Financing Entity, and extend the duration of the Ground Lease, pursuant to the Ground Lease as amended by a First Amendment to Ground Lease Agreement (the "First Amendment to Ground Lease") to be dated as determined by the Township Administrator, in substantially the form presently on file with this Board, which is hereby approved. The President of the Board, the Township Administrator, or either of them, are hereby authorized to execute and deliver the First Amendment to Ground Lease on behalf of the Township with such changes not substantially adverse to the Township as the official executing the same may approve; the approval of such changes and that the same are not substantially adverse to the Township shall be conclusively evidenced by the execution of the First Amendment to Ground Lease by such official. The Ground Lease, as amended by the First Amendment to Ground Lease, is referred to herein as the "Amended Ground Lease". The current term of the Amended Ground Lease shall be extended until December 31, 2010, provided that the Trustee or its assignee shall have the right to renew for one (1) additional renewal term beginning on January 1, 2011 and continuing to a date determined by the Township Administrator, and provided further that the Trustee or its assignee shall have the right to further amend the Ground Lease with the consent of the Township for additional renewal terms. The Amended Ground Lease shall continue to provide for the payment, in advance of rent in the amount of One Dollar (\$1.00) per year or portion thereof throughout the term of the Ground Lease.

Section 3. The Township shall continue to sublease the Project Site and the Project back from the Trustee pursuant to the Lease Agreement as amended by a First Amendment to Lease Agreement (the "First Amendment to Lease Agreement") to be dated of even date with the First Amendment to Ground Lease, in substantially the form presently on file with this Board, which is hereby approved. The President of the Board, the Township Administrator, or either of them, are hereby authorized to execute and deliver the First Amendment to Lease Agreement on behalf of the Township with such changes not substantially adverse to the Township as the official executing the same may approve; the approval of such changes and that the same are not substantially adverse to the Township shall be conclusively evidenced by the execution of the First Amendment to Lease Agreement by such official. The Lease Agreement, as amended by the First Amendment to Lease Agreement, is referred to herein as the "Amended Lease Agreement"

The Amended Lease Agreement shall continue to provide, among other things, for the payment of Base Rent from the Township to the Trustee or its assignee. Base Rent shall be payable in installments as provided by the Amended Lease Agreement, provided that the actual Base Rent payment for the extension of the duration of the Lease Agreement provided by the First Amendment to Lease Agreement shall not exceed the amount that would be required if the applicable interest rate were six percent (6%) per annum applied on a principal amount of \$470,000. The current term of the Amended Lease Agreement shall be extended until December 31, 2010, provided that the Township shall have the right to renew for one (1) additional renewal term beginning on January 1, 2011 and continuing to a date determined by the Township Administrator, and provided further that the Township shall have the right to further amend the Amended Lease Agreement with the consent of the Trustee or its assigns for additional renewal terms. The Amended Lease Agreement shall continue to provide for termination in the event the Township fails to appropriate funds adequate to pay rent due with respect to any renewal term.

Section 4. The Township hereby consents to and approves the assignment of the Ground Lease and the Lease Agreement to the Trustee, the execution and delivery of the Indenture (the "Indenture") and the issuance of the Certificates. The Township hereby further consents to and approves execution and delivery of a First Supplemental Trust Indenture (the "First Supplemental Indenture") and the issuance of amended Certificates (the "Amended Certificates") as provided therein and in the Indenture. The form of the First Supplemental Indenture and of the Amended Certificates in substantially the forms presently on file with this Board, and the issuance of the Amended Certificates, are hereby approved. The President of the Board, the Township Administrator, or either of them, are hereby authorized to execute and deliver the First Supplemental Indenture on behalf of the Township with such changes not substantially adverse to the Township as the official executing the same may approve; the approval of such changes and that the same are not substantially adverse to the Township shall be conclusively evidenced by the execution of the First Supplemental Indenture by such official. The Indenture, as amended and supplemented by the First Supplemental Indenture, is referred to herein as the "Amended Indenture". The Township hereby

authorizes and directs that the Amended Certificates shall be sold to Fifth Third Securities, Inc., Cincinnati, Ohio, at a price not less than 100% of the par value thereof, and resold at a price or prices approved by the Township Administrator. The determinations of the final terms of sale of the Amended Certificates, and the resulting terms of the Amended Lease Agreement, including the interest rate, financed amount, terms, and amortization schedule, together with any other matters required by this Resolution to be determined or approved by the Township Administrator, shall be set forth by the Township Administrator in a certificate to be entitled the "2010 Certificate of Award".

Section 5. The Township agrees to execute and continue to perform the Amended Ground Lease and the Amended Lease Agreement in accordance with the terms thereof. The Township agrees to comply with the terms and conditions of the Amended Indenture insofar as they relate to the Township, and further agrees to comply with the terms and conditions of such additional documents and agreements relating thereto as shall be deemed, by the Township Administrator, the President of the Board, or either of them, in their discretion, necessary or appropriate in connection with the financing herein described.

Subject to the provisions in the Amended Lease requiring the periodic appropriation of moneys to pay Base Rent and other amounts due thereunder and to the extent permitted by law, the Board hereby covenants that it will (i) use its best efforts and will take all actions necessary to provide for the authorization, execution and delivery of one or more amendments to the Lease in addition to the First Amendment to Lease and related documents in order to extend the Amended Lease for one or more additional renewal terms prior to the termination date for the then-current term of the Amended Lease and facilitate the remarketing of the Amended Certificates, and (ii) if it appears to the Board that permanent financing for the Project will not be otherwise available within five (5) years of the original date of the Lease, authorize, execute and deliver such an amendment and related documents providing for multiple renewal terms subject only to such appropriation provisions sufficient to fully amortize the cost of the Project financed by the Lease without further such amendments by the Board, and (iii) in agreeing to any such amendment, accept such interest rate or rates component of the Base Rent as necessary to permit the foregoing to be done and the Amended Certificates to be remarketed.

Section 6. The Township Administrator, the President of the Board, or either of them, are hereby authorized and directed to execute and deliver, on behalf of the Township, such additional instruments, documents, agreements, certificates, and other papers as may be in their discretion necessary or appropriate in order to carry out the intent of this Resolution in such forms as the official executing the same may approve.

Section 7. Nothing in the Amended Ground Lease, the Amended Lease Agreement, the Amended Indenture, the Amended Certificates, or any agreements or documents relating thereto shall constitute or be construed or deemed to constitute a debt or bonded indebtedness or a general obligation of this Board, the Township or any agency of the Township. Neither the taxing power nor the full faith and credit of this Board or the Township are pledged or shall be pledged for the payment or security of the Amended Ground Lease, the Amended Lease Agreement, the Amended Indenture, the Amended Certificates, or any other related agreement or document.

Section 8. The Township hereby covenants that it will restrict the use of the proceeds of the Amended Lease and the Amended Certificates hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder to retain the Federal income tax exemption for interest on the Amended Lease and the Amended Certificates, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The Township Administrator or any other officer having responsibility with respect to the issuance of the Amended Lease or the Amended Certificates is authorized and directed to give an appropriate certificate on behalf of the Township, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and the Regulations.

The Amended Lease is hereby designated a “qualified tax-exempt obligation” for the purposes set forth in Section 265(b)(3) of the Code to the extent not already deemed so designated. If the Amended Lease is not deemed already so designated, this Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Township during the calendar year in which the Amended Lease is initially delivered does not and the Board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the Township and designated as “qualified tax-exempt obligations” for such purpose will not exceed \$10,000,000.

Section 9. The appropriation of \$17,825.35 to pay the interest portion of Base Rent due June 22, 2010 is hereby approved, ratified and confirmed. The proceeds of the Amended Certificates plus \$180,000 are hereby appropriated, to the extent required by law, for the payment of the principal portion of the Certificates when due on June 22, 2010. Since no Base Rent or Additional Rent will be due under the Amended Lease during the current fiscal year, additional appropriations to pay Base Rent and Additional Rent due or coming due under the Lease Agreement for the term ending December 31, 2010 are not required at this time.

Section 10. The Board and the Township shall use their best efforts to negotiate and enter into further amendments of the Amended Ground Lease and the Amended Lease Agreement to enable the payment of all Base Rent payments when due and to enable renewal Amended Certificates to be issued and sold in such amounts and bearing such terms as may be necessary to provide sufficient moneys to pay the outstanding Amended Certificates when due after allowing for any other funds that may be lawfully available.

Section 11. The law firm of Peck, Shaffer & Williams LLP be and is hereby retained as special counsel to the Township to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Amended Ground Lease, the Amended Lease Agreement, the Amended Certificates and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the Township which the President of the Board, the Township Administrator, or either of them, are hereby authorized to execute and deliver on behalf of the Township, with such changes thereto not substantially adverse to the Township as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the Township, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the Township for the above services in accordance with such written agreement.

Section 12. It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of 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.

Mr. King moved to accept the Resolution as presented. Mr. Pittman seconded. Roll was called with the vote being as follows:

Mr. King moved to accept the Resolution as presented. Mr. Pittman seconded. Roll was called with the vote being as follows:

Mr. King - Yes
Mr. Pittman – Yes
Mrs. Daugherty - Yes

Trustee/Staff Discussion

Mr. Tiffany said we were asked to contribute one thousand dollars to the Bellbrook/Sugarcreek Family Resource Center. This is the same as the Township contributed last year.

Mr. King moved to contribute the one thousand dollars. Mr. Pittman seconded. Roll was called with the vote being as follows:

Mr. King - Yes
Mr. Pittman – Yes
Mrs. Daugherty - Yes

Public Comments

Mr. Jim Froelich thanked Chief Pavlak for sending the Medic to the Great Start Preschool so the kids could look at it.

Mrs. Joan Gallagher said she was happy the Zoning Resolution passed and thanked Mr. Tiffany for the work session that helped in understanding the changes.

Mrs. Daugherty moved to adjourn to Executive Session for personnel issues. Mr. Pittman seconded. Roll was called with the vote being as follows:

Mr. King - Yes
Mr. Pittman – Yes
Mrs. Daugherty - Yes

The meeting adjourned to Executive Session at 9:10 pm. Mr. Tiffany said he did not expect any action to be taken afterwards.

The meeting reconvened with no action taken and promptly adjourned.

Theodore L. Hodson, Fiscal Officer