The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 4, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chairman*
Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

Mr. Sousa introduced the following resolution and moved its adoption:

HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NO. 26-1104C

A RESOLUTION APPOINTING GROSSMAN & KELLY LLP AS SPECIAL OUTSIDE COUNSEL FOR PFAS LITIGATION FOR THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY

WHEREAS, Hamilton Township requires specialized legal services regarding potential claims related to per- and polyfluoroalkyl substances (PFAS), aqueous film-forming foam (AFFF), and related contamination affecting the Fire Department, its equipment, and facilities; and

WHEREAS, pursuant to Ohio Revised Code Sections 309.09(B)(1) and 504.15, the Board of Township Trustees may employ additional legal counsel when deemed necessary or advisable; and

WHEREAS, the Board desires to employ Grossman & Kelly, LLP to investigate, pursue, and resolve such claims pursuant to the firm's Legal Services Contract, attached hereto as Exhibit A; and

WHEREAS, the contract provides for attorney compensation of one-third (33⅓%) of gross amounts recovered, plus applicable expenses and disbursements as outlined in the contract, with no attorney fee owed if no recovery is obtained.

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

SECTION 1. The Board hereby authorizes the employment of Grossman & Kelly, LLP as special outside counsel for the claims described herein, pursuant to Ohio Revised Code Section 309.09(B)(1).

SECTION 2. The Board approves the Legal Services Contract attached as Exhibit A and establishes compensation in accordance with its terms. Compensation and allowable expenses shall be paid from the General Fund in accordance with applicable law.

SECTION 3. The Township Administrator is authorized to execute the contract and any necessary documents, subject to review and approval as to form by the Township Law Director.

SECTION 4. It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Hamilton Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

SECTION 5. Pursuant to divisions (A) and (B) of Section 504.11 of the Ohio Revised Code, this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Hamilton Township. Accordingly, this Resolution shall take effect and be in force immediately upon its adoption.

Mr. Cordrey seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

Darryl Cordrey -	Aye ✓	Nay _____
Joseph P. Rozzi -	Aye ✓	Nay _____
Mark Sousa -	Aye ✓	Nay _____

Resolution adopted this 4th day of November, 2026.

Attest:
Leah Elliott
Leah M. Elliott, *Fiscal Officer*

Approved as to form:
Ben Yoder
Ben Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on November 4, 2026.

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

A Recovery Law Firm
Grossman & Kelly LLP

1248 Montauk Hwy West Islip NY 11785
Telephone: (631) 815-2575
dgrossman@grossmankelly.com

LEGAL SERVICES CONTRACT

WHEREAS, the undersigned ("Client") retains GROSSMAN & KELLY, LLP ("Law Firm") (collectively, the "Parties") to investigate, prosecute, and resolve legal claims arising from costs and harms associated with all departments, land, water, gear and equipment from AFFF/PFAS, microplastics (including Tobacco Product Waste), and anticompetitive overpricing of fire gear, including, without limitation, claims for the costs of replacing turnout gear, equipment, and supplies; remediating contaminated facilities, property, and infrastructure; replacing and disposing of unusable AFFF foam and contaminated gear, equipment, and supplies; and pursuing all other claims and damages arising from such contaminants to all facilities such as fire academies and departments, former military sites and airports as examples

1. **FEE PERCENTAGE**: As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33 %) of all gross amounts recovered, plus expenses as outlined in sections #2 ("Disbursements") and #3 ("Financing of Case") below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in case of loss.**

2. **DISBURSEMENTS**: In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee. However, Client will not be responsible for any expenses or costs which exceed Client's proportionate recovery.

3. **FINANCING OF CASE**: If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.

4. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.

5. **NO GUARANTEE OF FINAL OUTCOME**: No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.

6. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

7. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

8. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.

9. **APPROVAL NECESSARY FOR SETTLEMENT**: Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. **However,** all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without the explicit consent of the client.

10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as cocounsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case.

11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.

12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

13. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at a court in Client's State.

Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.