
APRIL 9, 2012

REGULAR MEETING

The Board of Liberty Township Trustees met in a Regular Session on April 9, 2012 at 6:30 p.m. at the township Administration Building with the following members present: Mrs. Jodi K. Stoyak, Mr. Jason Rubin, and Chairperson, Mr. Stan Nudell presiding.

Guest – Doug Dunn – Allied Waste

Guest – Ernie Cook – Trumbull County 911

Motion made by Mr. Rubin to approve the minutes of the March 12, 2012 Regular Meeting.
Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, Yes. Seconded by Mrs. Stoyak. Motion carried.

Motion made by Mrs. Stoyak to approve warrant expenditures for the month of March 2012 in the amount of \$349,352.59 warrants #5662 through #5830 inclusive.

Mrs. Stoyak, Yes. Mr. Rubin, Yes. Mr. Nudell, Yes. Seconded by Mr. Rubin. Motion carried.

12-65 Motion made by Mr. Rubin to enter into an agreement with Bazetta Township, Trumbull County, for IT Services at an hourly rate of \$35.00 per hour/\$50.00 per hour outside the regular business hours (see hard copy for details).

Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, Yes. Seconded by Mrs. Stoyak. Motion carried.

12-66 Motion made by Mrs. Stoyak to adopt the following Resolution: To Approve One Year Extension of Solid Waste Removal Franchise Agreement with Allied Waste

WHEREAS, the Township has awarded a waste removal franchise agreement to Allied waste commencing on the _____ day of _____, 20____ ; and

WHEREAS, the contract provides for renewal and or extension by mutual agreement of the parties; and

WHEREAS, the Township has received a written proposal from Allied Waste to extend the current agreement for an additional year, upon the same terms and conditions, with the addition of a spring clean up program; and

WHEREAS, the Township desires extent the franchise agreement an additional year at the same terms and conditions with the addition a spring clean-up program, now therefore,

BE IT RESOLVED, that the Township extend the solid waste removal franchise agreement with Allied waste an additional year, at the same terms and conditions with the addition a spring clean-up program.

Mrs. Stoyak, Yes. Mr. Rubin, Yes. Mr. Nudell, Yes. Seconded by Mr. Rubin. Motion carried.

12-67 No objection for liquor permit to Dolgen Midwest LLC, DBA Dollar General Store 10742, Logan Way, Youngstown, Ohio.

Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, Yes. Seconded by Mrs. Stoyak. Motion carried.

12-68 Motion made by Mrs. Stoyak to proceed with the 1.0 mill renewal Fire Levy:

WHEREAS, on the 12th day of March, 2012, the Board of Trustees passed and adopted Resolution 12-64 declaring the necessity, for the purposes set forth in RC §5705.19(I), to levy a tax in excess of the ten-mill limitation under RC §5705.03, RC §5705.19(I) and RC §5705.191 at the rate of 1.0 mills for each one dollar of valuation, which amounts to \$0.10 for each one hundred dollars of valuation, for five years; and

WHEREAS, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$ 169,344.00 , based upon the current assessed valuation of the Township of \$214,859,680.00 therefore, be it

RESOLVED, by the Board of Trustees of Liberty Township, Trumbull County, Ohio, all members elected thereto concurring, that the Board desires to proceed with the submission of the question of a renewal tax in excess of the ten mill limitation for the benefit of Liberty Township, to the electors of Liberty Township pursuant to RC §5705.03, RC §5705.19(I) and RC §5705.191 for the purpose of providing and maintaining fire apparatus, appliances, buildings, or sites therefore, or sources of water supply and materials therefore, or the establishment and maintenance of lines of fire alarm telegraph, or the payment of permanent, part-time or volunteer firefighters personnel or fire fighting companies to operate the same, including the payment of firefighter employer's contributions required under RC §742.34 of the Ohio Revised Code or to purchase ambulance equipment, or to provide ambulance, paramedic, or other emergency medical services operated by

a fire department or fire fighting company, at a rate not exceeding 1.0 mills for each one dollar of valuation, which amounts to \$0.10 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2012 collection year beginning 2013.

BE IT RESOLVED that the provisions of said tax levy be submitted to the electors of said Liberty Township, in the general election to be held on the 6th day of November, 2012; and

BE IT FURTHER RESOLVED that said tax levy be submitted to the electors under the authority of Ohio Revised Code, Sections 5705.03, 5705.19(I) and 5705.191; and

RESOLVED that the Fiscal Officer of this Board of Trustees of Liberty Township be and he is hereby directed to certify a copy of this Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mrs. Stoyak, Yes. Mr. Rubin, Yes. Mr. Nudell, Yes. Seconded by Mr. Rubin. Motion carried.

12-69 Motion made by Mr. Rubin to proceed with the 1.50 Mill Police renewal Levy:

WHEREAS, on the 12th day of March, 2012, the Board of Trustees passed and adopted Resolution 12-63 declaring the necessity, for the purposes set forth in RC §5705.19(J), to levy a tax in excess of the ten-mill limitation under RC §5705.03, RC §5705.19(J) and RC §5705.191 at the rate of 1.5 mills for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation, for five years; and

WHEREAS, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$302,824.00 , based upon the current assessed valuation of the Township of \$ 214,859,680.00 therefore, be it

RESOLVED, by the Board of Trustees of Liberty Township, Trumbull County, Ohio, all members elected thereto concurring, that the Board desires to proceed with the submission of the question of a renewal tax in excess of the ten mill limitation for the benefit of Liberty Township, to the electors of Liberty Township pursuant to RC §5705.03, RC §5705.19(J) and RC §5705.191 for the purpose of providing and maintaining motor vehicles, communications, and other equipment used directly in the operation of a police department or the payment of salaries of permanent police personnel, including the payment of the police officer's contributions required under RC §742.33 of the Ohio Revised Code or the payment of costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, or to provide ambulance or emergency medical services operated by a police department, at a rate not exceeding 1.5 mills for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2013 collection year beginning 2014.

BE IT RESOLVED that the provisions of said tax levy be submitted to the electors of said Liberty Township, in the general election to be held on the 6th day of November, 2012; and

BE IT FURTHER RESOLVED that said tax levy be submitted to the electors under the authority of Ohio Revised Code, Sections 5705.03, 5705.19(J) and 5705.191; and

RESOLVED that the Fiscal Officer of this Board of Trustees of Liberty Township be and he is hereby directed to certify a copy of this Resolution to the Board of Elections, Trumbull County, Ohio, not less than

ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, Yes. Seconded by Mrs. Stoyak. Motion carried.

12-70 Motion made by Mrs. Stoyak to adopt the following RESOLUTION DECLARING IT NECESSARY TO LEVY ATAX IN EXCESS OF THE TEN MILL LIMITATION (911 Dispatch Operating Levy Additional 0.45 Mills for five years).

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Liberty Township, Trumbull County, Ohio; and

WHEREAS, a resolution declaring the necessity of levying a tax under RC §5705.03, RC §5705.19(BB) and RC §5705.191 outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Liberty Township and the dollar amount of revenue that would be generated by the tax; therefore be it

RESOLVED, by the Board of Trustees of Liberty Township, Trumbull County, Ohio, all members elected thereto concurring, that it is necessary to levy an additional tax in excess of the ten mill limitation for the benefit of Liberty Township, pursuant to RC §5705.03, RC §5705.19(BB) and RC §5705.191 for the purpose of establishing and operating a 9-1-1 emergency call system as defined in section 4931.40 of the Ohio Revised Code by contracting with and participating as a member in the County 9-1-1 emergency call system to provide 9-1-1 emergency call system services, at a rate not exceeding 0.45 mills for each one dollar of valuation, which amounts to \$0.045 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2012 collection year beginning 2013.

BE IT FURTHER RESOLVED that the Fiscal Officer Certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Liberty Township and the dollar amount of Revenue to be generated by the tax;

BE IT FURTHER RESOLVED upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Liberty Township, in the general election to be held on the 6th day of November, 2012; and

BE IT FURTHER RESOLVED that said tax levy be submitted to the electors under the authority of Ohio Revised Code, Sections §5705.03, §5705.19(BB) and 5705.191; and

BE IT FURTHER RESOLVED that the Fiscal Officer of the Board of Trustees of Liberty Township be and he is hereby directed to certify a copy of this Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Mrs. Stoyak, Yes. Mr. Rubin, Yes. Mr. Nudell, Yes. Seconded by Mr. Rubin. Motion carried.

12-71 Motion made by Mr. Rubin to adopt the following resolution:

RESOLUTION TO TERMINATE AND CEASE OPERATIONS OF THE LIBERTY TOWNSHIP 9-1-1 PSAP DISPATCH CENTER

WHEREAS, the Liberty Township Board of Trustees has established and is operating a secondary 9-1-1 Public Safety Answering Point (PSAP) emergency dispatch center under the terms of the Trumbull County 9-1-1 Plan, as amended and adopted November 25, 2008; and

WHEREAS, the Liberty Township Board of Trustees has determined that the current revenues generated by the Township's 9-1-1 Dispatch Center's Tax Levy is not sufficient to sustain the operation of the Township's 9-1-1 Dispatch Center; and

WHEREAS, the Liberty Township Board of Trustees has determined that the Township will realize substantial cost savings by terminating and ceasing its operation of its 9-1-1 Dispatch Center and contracting with and entering into a service agreement with the Trumbull County Consolidated 9-1-1 emergency dispatch center, to provide 9-1-1 emergency dispatch services to Liberty Township; now therefore,

BE IT RESOLVED, that the Liberty Township Board of Trustees does hereby terminate and cease operations of its secondary 9-1-1 Public Safety Answering Point (PSAP) emergency dispatch center; and

BE IT FURTHER RESOLVED, that the Liberty Township secondary 9-1-1 Public Safety Answering Point (PSAP) emergency dispatch center shall cease operations upon cutover and transfer of 9-1-1 emergency dispatch operations to the Trumbull County Consolidated 9-1-1 emergency dispatch center as soon as practicable.

Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, Yes. Seconded by Mrs. Stoyak. Motion carried.

12-72 Motion made by Mrs. Stoyak to adopt the following Resolutions:

**RESOLUTION TO CONTRACT WITH THE TRUMBULL COUNTY
CONSOLIDATED 9-1-1 EMERGENCY DISPATCH CENTER**

WHEREAS, the Liberty Township Board of Trustees has established and is operating a secondary 9-1-1 Public Safety Answering Point (PSAP) emergency dispatch center under the terms of the Trumbull County 9-1-1 Plan, as amended and adopted November 25, 2008; and

WHEREAS, the Liberty Township Board of Trustees has determined that the current revenues generated by the Township's 9-1-1 Dispatch Center's Tax Levy is not sufficient to sustain the operation of the Township's 9-1-1 Dispatch Center; and

WHEREAS, the Liberty Township Board of Trustees has determined that the Township will realize substantial cost savings by terminating and ceasing its operation of its 9-1-1 Dispatch Center and contracting with and entering into a service agreement with the Trumbull County Consolidated 9-1-1 emergency dispatch center, to provide 9-1-1 emergency dispatch services to Liberty Township; and

WHEREAS, the Liberty Township Board of Trustees has by resolution duly adopted and approved the termination and ceasing of operations of the Townships secondary 9-1-1 Public Safety Answering Point (PSAP) emergency dispatch center as soon as practicable; now therefore

BE IT RESOLVED, that the Liberty Township Board of Trustees be and hereby is authorized to enter into a contract with the Trumbull County Consolidated 9-1-1 emergency dispatch center, to provide 9-1-1 emergency dispatch services to Liberty Township; and

BE IT FURTHER RESOLVED, that said contract shall provide for payment of the dispatch fee rates currently in effect under the plan for all participating members; that said contract shall be for a period of three years with no increase in the fee rates charged the township; and that the Consolidated 9-1-1 emergency dispatch center, shall offer employment to the current Liberty Township full-time 9-1-1 Dispatchers at a compensation rate equal to the senior/highest level for Dispatching as determined by the current OPBA Contract, and that upon acceptance of all qualifying dispatch employees, they shall be subject to and governed by the Trumbull County Employee Policy and Procedure Manual and the Trumbull County OPBA Collective Bargaining Unit Contract.

Mrs. Stoyak, Yes. Mr. Rubin, Yes. Mr. Nudell, Yes. Seconded by Mr. Rubin. Motion carried.

12-73 Motion made by Mr. Rubin to adopt model Road Use Maintenance Agreement (RUMA) through the Ohio Department of Transportation and Trumbull County Engineer.

**MODEL ROADWAY USE AND MAINTENANCE AGREEMENT FOR HORIZONTAL
DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at _____, Ohio, by and between TRUMBULL COUNTY /LIBERTY TOWNSHIP, a political subdivision, whose mailing address is _____ (hereafter "Authority"), and _____, whose address is _____ (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Liberty Township, in Trumbull County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [DEVELOPMENT SITE NAME], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [DEVELOPMENT SITE NAME] (hereafter collectively referred to as "oil and gas development site") located in Liberty Township, in Trumbull County, Ohio; and

WHEREAS, Operator intends to commence use of _____ miles of CR/TR (_____) and _____ miles of CR/TR (_____) for the purpose of ingress to and egress from the [DEVELOPMENT SITE NAME], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary, prior to or during any Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR _____ , to be utilized by Operator hereunder, is that exclusive portion beginning at _____ (*route description here ending at the intersection of CR/TR*). _____ It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR(_____) for any of its Drilling Activities hereunder.
2. The portion of CR/TR (_____), to be utilized by Operator hereunder, is that exclusive portion beginning at _____ (*the intersection of CR/TR ending at the oil and gas development site*) _____ wherein Operator’s site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (_____) for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the _____ Trumbull County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall

be in an amount no greater than _____ & 00/100 DOLLARS (\$_____.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the Route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the Route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety, mutually accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and

Authority

Operator

By: _____
Commissioner/Trustee

By: _____

By: _____
Commissioner/Trustee

Printed name: _____

By: _____
Commissioner/Trustee

Company Name: _____

By: _____
County Engineer

Title: _____

Dated: _____

Dated: _____

Approved as to Form: _____
County Prosecutor
assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on _____, 201_____.

Executed in duplicate on the dates set forth below.

SAMPLE Appendix A

Operator shall be required to:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards, dated 10/10/11.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by said Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Drilling Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties –If the Authority wants plans prior to construction, then include – etc., etc. If the Authority doesn't want anything in Appendix A, then that is their option.

The parties could also address the scenario where more than one Operator is involved on the same Route in this appendix.

Mr. Rubin, Yes. Mrs. Stoyak, Yes. Mr. Nudell, Yes. Seconded by Mrs. Stoyak. Motion carried.
Motion made by Mrs. Stoyak to adjourn at 7:10 p.m. Seconded by Mr. Rubin. Motion carried.

JOHN E. FUSCO, FISCAL OFFIER

STAN NUDELL, CHAIRPERSON