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The Board of Liberty Township Trustees met in a Regular Session on Tuesday, October 13, 2015 at 1:00 p.m. at the township Administration Building with the following members present: Mr. Jason Rubin, Mrs. Jodi K. Stoyak, and Chairperson, Mr. Stan Nudell presiding.

Motion made by Mrs. Stoyak to approve the minutes of the September 9, 2015 Regular Meeting. Mrs. Stoyak, Yes. Mr. Rubin, Yes. Mr. Nudell, Yes. Seconded by Mr. Rubin. Motion carried.

Motion made by Mr. Rubin to approve warrant/eft expenditures for the month of September 2015 in the amount of \$519,806.48 warrants #12065 through #12186 inclusive.

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

15-99 After 31 years with the Liberty Fire Department, motion made by Mrs. Stoyak to accept the retirement of Captain/Inspector Ronald Stauffer on October 9, 2015. We wish Ron continued success now and in the future. Good luck in his retirement. Proclamation read.

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

15-100 Motion made by Mr. Rubin to pass the following agreement with Ohio Department of Transportation and Liberty Township:

For the first year ODOT will provide 150 tons of salt to the township to allow for the conversion of 50/50 salt /grits mix to 100% salt. ODOT will use salt from the Liberty Twp. salt barn and replace the amount of salt used 1 ton for 1 ton. Tracking will be done and the salt will be replaced as soon as practicable. Also, ODOT will invite the Township to attend training at the ODOT Snow and Ice School held annually. Liberty Township will allow ODOT the use of the wheel loader to load trucks.

ODOT agrees to release and hold harmless the Board of Trustees and/or any township employee any potential risks that could cause individual harm, including, but not limited to, body injury, damage to property, emotional distress, or death.

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

15-101 Motion made by Mrs. Stoyak to hire Abigail Cline, part-time firefighter/medic, 7227 Pennsylvania Ave., Poland, Oh 44514, effective 10/1/15 at \$10.50 per hour (\$12.00 weekends and holidays) no benefits.

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

15-102 Motion made by Mr. Rubin to pass the following agreement between Liberty Township and the Trumbull County Planning Commission:

SECTION 1: GENERAL

Professional Service Agreement to manage the Community Reinvestment area by and between Liberty Township and the Trumbull County Planning Commission. (See addendum file for details).

WHEREAS, The Planning Commission offers a full range of contractual, professional services to other units of local government; and

WHEREAS, The Township requires professional services to manage and implement the Community Reinvestment Area (CRA).

NOW, THEREFORE, it consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION II, SCOPE OF SERVICES

The Planning Commission will manage the Township's Community Reinvestment Area (CRA) in accordance with responsibility set forth herein and provided for under the terms of the agreement between the Township and the Planning Commission. The Scope of Services to be provided by the Planning Commission is as follows:

The Business applicant obtains and completes a CRA application.

The Planning Commission processes each new CRA application.

The local jurisdiction, with assistance from the Planning Commission, determines if there are any eligibility concerns or relocation related issues.

The Planning Commission assembles the “negotiation committee” on behalf of the Township to determine if a CRA exemption is warranted for the proposed project, and if so, how much exemption is appropriate.

The Planning Commission creates a draft CRA tax exemption agreement in accordance with the relevant sections of the ORC and the local enabling legislation produced by the Township after review and approval by prosecutor.

If necessary, relocation, notices are sent out to the affected communities with the application and draft agreement.

The affected school board(s) and joint vocational school district(s) are provided written notice of the intent of the local jurisdiction to enter into a CRA agreement. This letter may ask for the affected school board’s consent if it is required.

Once all of the relevant notice periods have concluded, and if necessary school board approval has been obtained, a local jurisdiction may enact a resolution or ordinance that approves the granting of a CRA tax exemption and authorizes a local official to sign the CRA agreement.

The agreement is executed by all relevant parties.

All of the materials associated with procuring the CRA agreement (application, notices approvals, local legislation, and agreement) and an application fee determined by the state agency (at time of contract signing \$750, subject to change) are sent within 15 days of the passage of the legislation to the Ohio Development Services Agency, care of the Office of Strategic Business Investments at 77 South High Street, PO Box 1001, Columbus, Ohio 43216-1001.

Development shall review the information and enter the agreement into its system. At that time, the CRA Housing Officer will receive an email indicating that the agreement has been entered. This email should not be construed as a legal approval from Development or the State of Ohio.

The Planning Commission shall transmit a copy of the CRA agreement to the county auditor and order that the property, consistent with the CRA agreement, be placed on the non-taxable list.

The business may begin construction of its facility.

The Planning Commission will staff and administer the Annual Tax Incentive Review Council (TIRC) mailings and meetings.

The Planning Commission will provide Annual Reporting on each application.

SECTION III. TIME OF PERFORMANCE

The services of the Planning Commission shall be undertaken and completed annually in such a sequence as to assure its completion in light of the purposes of this agreement and all of the services required hereunder.

SECTION IV. PAYMENT

The Township agrees to pay the Planning Commission upon receipt of invoice the compensation for professional services to provide CRA implementation and management including:

Administering the Annual Tax Incentive Review Council (TIRC) mailings and meetings will be provided as an in-kind service by the Planning Commission for \$0.00 per year; and

Processing each new CRA application and negotiation committee not to exceed \$1,000.00 per application per year; and

Provide Annual Reporting on each application not to exceed \$500.00 per application per year.

SECTION V. TERMS AND CONDITIONS

Communication

Accurate and Timely communication between the Township and Planning Commission is important to the success of the process. Decisions need to be coordinated between a designated Township Contact and the Planning Commission.

The Planning Commission "Contract and Scope of the Services" contact is:

Name: Trish Nuskievicz
Title: Executive Director
Phone: 330-675-2480
Email: PCNuskie@co.trumbull.oh.us

The Planning Commission CRA contact is:

Name: Julie Edwards
Title: Planner iii (Economic Development)
Phone: 330-675-2480
Email: PCEdward@co.trumbull.oh.us

The Township CRA contact is:

Name: James Rodway
Title: Code Enforcement Officer
Cell # 330-509-3254
Email: jgrohio@yahoo.com

Public Meeting Accommodations & Promotions

All public meeting dates and accommodations will be chosen and secured by the Township under advertisement from the Planning Commission. The Township will be responsible to promote and advertise each public meeting. The Planning Commission can assist with press release and flyers.

Termination of Agreement for Cause

If through any cause the Planning Commission shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the Township shall thereupon have the right to terminate this Agreement by giving written notice to the Planning Commission of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies and report prepared by the Planning Commission under this Agreement shall, at the option of the Township, become its property, and the Planning Commission shall be entitled to receive just and equitable compensation for any work completed on such documents.

Notwithstanding the above, the Township shall not be relieved of liability to the Planning Commission for damages sustained by the Planning Commission by virtue of any reach of agreement by the Township, and the Township may without any payments to the Planning Commission for the purpose of set off until such time as the exact amount of damages due to the Planning Commissions has been determined.

Termination of Convenience of Township

The Township may terminate this Agreement any time by a notice in writing from the Township to the Planning Commission. If the Agreement is terminated by the Township, the Planning Commission will be paid an amount, which bears the same ratio to the total compensation as the services actually performed bear to the total services to the Township covered by this Agreement, less payments of compensation previously made. However, if less than 60 percent of the services covered by this Agreement have been performed upon effective date of such termination, the Planning Commission shall be reimbursed for actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Planning Commission during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Planning Commission, Section V-C hereof relative to termination shall apply.

Changes

The Township may, from time to time, request changes in the scope of the services of the Planning Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Planning Commission's compensation, which are mutually agreed upon by and between the Planning Commission and the Township, shall be incorporated in written amendments to this Agreement.

Term/Renewal

The initial term of this Agreement shall be for the term of three (3) years (the "Initial Term") commencing on January 1 through December 31 of each year. At the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term the "Term") unless the township provides the Planning Commission, or the Planning Commission provides the Township, with notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then current term.

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

Discussion to hire a full time Road Department Employee.

15-103 Motion made by Mr. Rubin to hire (re-hire) Timothy Monroe as a full time road department employee, pending pre-employment drug testing, in compliance with the agreement between the Board of Trustees of Liberty Township and Teamsters Local 377. First date worked is hire date.

Mr. Rubin, Yes. Mr. Nudell, Yes. Mrs. Stoyak, **NO****. Seconded by Mr. Nudell. Motion carried.

**Reasons Mrs. Stoyak had for voting NO for new hire in the Street Department:

No recorded safety issues related to lack of manpower.

Fiscal officer reported in a response to a citizen at our last meeting, "We have a spending problem in fire, police and general fund.

Roger Baker left on October 31, 2014 before our record setting winter, no complaints re: snow removal. Overtime accumulation last winter cost the township approx. \$28,000 with 4 men. A new FTE costs the township \$55,000/yr and cost goes up annually.

Little to no overtime accrued from March until now.

No accidents or near misses reported due to lack of manpower.

To consider hiring now rather than resurfacing could be construed as malfeasance of office.

Still in fiscal caution.

I was willing to hire part time.

Mr. Rubin stated in the fire hearing that overtime was cheaper than hiring a full time employee.

Motion made by Mrs. Stoyak to adjourn at 2:12 p.m. Seconded by Mr. Rubin. Motion carried.

Neighborhood Trick or Treat – October 31, 2015 from 5 p.m. - 7 p.m.

STEVE SHELTON, FISCAL OFFICER

STAN NUDELL, CHAIRPERSON