

The Board of Liberty Township Trustees met in a Special Session on May 18, 2016 at 2:00 p.m. at the township Administration Building with the following members present: Mr. Jason Rubin, Mr. Stan Nudell, and Chairperson Mrs. Jodi K. Stoyak presiding.

16-55 Motion made by Mr. Nudell to enter into an agreement with the City of Girard to resurface Liberty Township's portion of the roadway measuring 903 FT. x 25 FT., no curb, for a total for 21,672 Square Feet. Total lowest bid to pave Beaver Street is \$20,101.24, Liberty Township share will be approximately \$10,050.62.

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

16-56 Motion made by Mr. Rubin to pass the following resolution:

BE IT RESOLVED, that the Board of Trustees hereby determines that the owner's maintenance of vegetation, garbage, refuse and other debris upon the following properties constitutes a nuisance:

Address:	Parcel:	Address:	Parcel:
2491 Fifth Ave	12-386255	2518 Fifth Ave	12-681375
3861 Northlawn	12-207450	1536 Wilson	12-436000
1544 Wilson	12-014700	1526 Wilson	12-360400
1551 Harding	12-388000	1747 Wilson	12-076100
1741 Harding	12-418035	1750 Wilson	12-079000 & 12-078600

BE IT FURTHER RESOLVED, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

BE IT FURTHER RESOLVED, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**

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

16-57 Motion made by Mr. Nudell to pass the following resolution:

RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT

WHEREAS, the Liberty Township, Trumbull County (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 600 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the

receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE BY NO LATER THAN FRIDAY, MAY 27, 2016.

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

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

Motion made by Mr. Nudell to adjourn meeting at 2:30 p.m. Seconded by Mr. Rubin. Motion carried.

STEVE SHELTON, FISCAL OFFICER

JODI K. STOYAK, CHAIRPERSON