

The Board of Liberty Township Trustees met in a Special Teleconference Session on April 23, 2020 at 9:00 a.m. the following members present, Mr. Devon Stanley, Mr. Arnold Clebone, and Mr. Gregory Cizmar, presiding. Also, in attendance were Law Director Cherry Poteet, Administrator Martha Weirick, Police Chief Toby Meloro, and Fire Chief Gus Birch.

**In accordance with the instructions issued by Governor DeWine, to limit the risk of community transmission of the virus COVID-19, all members of the public are invited to present their questions or concerns to the Township in writing, by email, or by telephone at any time.**

Motion to approve the minutes of the April 2, 2020 meeting.

Motion: Mr. Cizmar. Second: Mr. Stanley.

Roll Call: Mr. Cizmar, Yes. Mr. Stanley, Yes. Mr. Clebone, Yes. Motion carried.

#### **20-61 RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020**

**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 road salt bid 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 road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the 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 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 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 road salt contract; and
- d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount 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 electronically **submitted** salt quantities from its awarded salt supplier during the contract's effective period; 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 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 Friday, April 24<sup>th</sup> **by 12:00 p.m.** 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](mailto: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 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 salt contract: Trustee Greg Cizmar, Trustee Arnie Clebone, and Trustee Devon Stanley.

Motion: Mr. Cizmar. Second: Mr. Stanley.

Roll Call: Mr. Cizmar, Yes. Mr. Stanley, Yes. Mr. Clebone, Yes. Motion carried.

20-62 Motion to enter into an agreement with OPWC for the Churchill Park Stream Restoration known Little Squaw Creek Stream Restoration total estimated costs \$260,000.00 / \$195,000.00 (75% reimbursable grant funds) naming Administrator Martha Weirick as Chief Executive Officer, Fiscal Officer Steve T. Shelton as Chief Financial Officer and Jeff Smith, PE PS as Senior Engineer, pending law director's approval.

Motion: Mr. Cizmar. Second: Mr. Stanley.

Roll Call: Mr. Cizmar, Yes. Mr. Stanley, Yes. Mr. Clebone, Yes. Motion carried.

20-63 Motion to pass the following resolution to amend original resolution 20-56 as follows:

### **Liberty Township Emergency Paid Sick Leave and FMLA-Public Health Emergency Leave Policy**

We appreciate and recognize all that our employees have done to continue to serve the public during the ongoing COVID-19 (coronavirus) pandemic. This pandemic has presented all of us with unprecedented challenges, as a township and individuals. Protecting the health and safety of our employees and the public is paramount.

Effective immediately, in order to assist our employees in meeting some of these challenges, and in order to comply with the Families First Coronavirus Response Act (the Coronavirus Response Act), Liberty Township has established the following leave policies. These policies are temporary and **will go into effect April 1, 2020 and expire on December 31, 2020** and may be amended at any time.

#### **EMERGENCY PAID SICK LEAVE**

The Coronavirus Response Act created a new form of paid sick leave called Emergency Paid Sick Leave (EPSL) for up to two weeks for certain leave events related to COVID-19.

**Eligible Employees.** Full-time and part-time employees who have worked for at least 30 days are eligible to use EPSL.

**Reasons for Using Leave.** EPSL may be used for the following reasons:

1. To comply with a federal, state, or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

**Pay Rate.** EPSL for any of the above three reasons (1-3) will be paid at the employee's regular rate of pay, as determined under the Fair Labor Standards Act (FLSA). The maximum pay for leave taken for any of the three reasons listed above is the employee's full regular rate, capped at \$511 per day (\$5,110 in total).

4. To care for an individual who is subject to an order as described in (1) above or has been advised as described in (2) above;
5. To care for the employee's son or daughter if a school or place of care is closed, or the childcare provider is unavailable, due to COVID-19 precautions; or
6. The employee is experiencing any other substantially similar Covid-19 symptom or condition as specified by the designated Federal agencies.

**Pay Rate.** EPSL for any of the above three reasons (4-6) will be paid at the employee's regular rate of pay, as determined under the Fair Labor Standards Act (FLSA). The maximum pay for leave taken for any of the three reasons listed above is two-thirds (2/3) of the employee's regular rate, capped at \$200/day (\$2,000 in total).

**Amount of Leave.** Full-time employees are eligible for eighty (80) hours of EPSL. Part-time employees are eligible for EPSL based on the average number of hours they worked a week over the last six months.

**Notice and Certification Requirements.** Employees using EPSL should provide reasonable notice of the need for leave and the reason for leave by telephone call to your Department head, followed up with written notice. The Township may request reasonable documentation to support the request for leave, including the qualifying reason for requesting leave and documentation from a health care provider or childcare provider as applicable.

**Termination of Leave.** EPSL shall cease beginning with the employee's next scheduled work shift immediately following the termination of the need for EPSL as described above or after two weeks, whichever comes first. EPSL will not carryover from one year to the next or be paid out upon separation.

#### **FAMILY AND MEDICAL LEAVE – PUBLIC HEALTH EMERGENCY**

The Coronavirus Response Act also added a new reason for employees to take FMLA leave in relation to the current COVID-19 pandemic. The length of FMLA leave available has not changed - each employee is entitled to a maximum of twelve (12) weeks of FMLA leave a year.

**Eligible Employees.** An employee who has been employed for at least thirty (30) calendar days may qualify for FMLA-Public Health Emergency leave. Emergency Responders are excluded from this leave. "Emergency responder" is defined as law enforcement officers, fire fighters, EMTs, public works personnel and other persons defined as Emergency Responders by the Department of Labor.

**Reason for Using Leave.** FMLA-Public Health Emergency leave can be used when an employee is unable to work (or telework) due to caring for the employee's son or daughter under age 18, if the son or daughter's school or place of child care has been closed, or the child care provider is unavailable as a result of a COVID-19 related emergency declared by Federal, State, or local authority.

**Interaction with Other Paid Leave Policies.** The first ten (10) days of FMLA-Public Health Emergency leave will be unpaid. During this two-week period the employee may use EPSL leave, or to receive a higher amount, may choose to use paid leave they have available such as vacation, sick, holiday or personal leave.

**Pay Rate.** After the first ten (10) days, eligible employees taking FMLA-Public Health Emergency leave will be entitled to pay at two-thirds (2/3) of their regular rate of pay, as determined under the FLSA, for the number of hours that the employee would normally be scheduled to work, capped at \$200/day and \$10,000 in the aggregate for the entire FMLA-Public Health Emergency leave period.

**Termination of Leave.** Paid FMLA-Public Health Emergency leave will continue until the employee has exhausted his/her twelve (12) week entitlement or the reason for using the FMLA leave ends.

**FMLA Rules and Procedures.** All administrative provisions of the FMLA relating to such issues as notice, certification, and reinstatement continue to apply to FMLA-Public Health Emergency leave.

#### **Sick Leave and Other Leave Available**

The Township provides employees other forms of paid leave, including vacation, sick, holidays and personal leave. The new leave available under the Coronavirus Response Act is in addition to those other forms of leave, and employees may use their existing sick leave, personal leave, or vacation in accordance with existing policies and contracts.

#### **Advance Leave**

If an employee needs to take time off because of symptoms of Covid-19 or to care for someone with symptoms Covid-19, but the employee has exhausted all leave time available, upon request and if the request can be reasonably accommodated by budget and manpower, Liberty Township will advance up to six weeks of paid leave to the employee. The advanced time is to be paid back within one year when additional sick leave or other leave, including compensatory time, is earned, or upon separation from employment with the Township.

Motion: Mr. Stanley. Second: Mr. Clebone.

Roll Call: Mr. Stanley, Yes. Mr. Clebone, Yes. Mr. Cizmar, Yes. Motion carried.

Motion to go into executive session 9:25 a.m. to discuss employment and discipline of public employees

Motion: Mr. Cizmar. Second. Mr. Clebone.

Roll Call: Mr. Cizmar, Yes. Mr. Clebone, Yes. Mr. Stanley, Yes.es. Motion carried.

Motion to end executive session at 10:09 a.m. and end meeting. No decisions were made.

Motion: Mr. Clebone. Second. Mr. Cizmar.

Roll Call: Mr. Clebone, Yes. Mr. Cizmar, Yes. Mr. Stanley, Yes.es. Motion carried.

There is no meeting scheduled at this time.