

April 9, 2013

Mr. Blair called the meeting to order.

**Roll call:** H. Gilson Blair - present Steven J. Gerberry – present  
Marvin J. McBride - present Fred R. Bobovnyk – absent

Moment of silence for Mr. Bill Rummell and his family.

**Correspondence/Announcements:**

- Spring cleanup week of May 6, 2013 during regularly scheduled garbage day.
- Follow Weathersfield Township on Nixle.com
- Trustees will be canvassing the Heaton Chute neighborhoods with sewer petitions.
- Limb chipping will begin Friday, April 5, 2013. Contact the Township at least one day in advance to be placed on the list. The program will continue through Friday, October 25, 2013.

**Financial Report – Fred Bobovnyk**

1. Monthly report was given to the Board
2. Drawing of warrants
3. Then and Nows
4. Minutes (1 sets)

**Administrator's Report – Dave Rouan**

**Administrator's Monthly Report – March 2013**

**Administrative**

1. The Board needs to consider a motion regarding the auctioning or salvaging of 3 vehicles.
2. The Board needs to consider a motion authorizing the Administrator to modify the CINTAS agreement for purposes of adopting additional cost savings measures.
3. The Board needs to consider a motion regarding the adoption of a building use policy.
4. The Board needs to consider a motion regarding the adoption of the revisions to our Emergency Management Procedures Policy.
5. The Board needs to consider a motion regarding the adoption of the contracts and bids for the communication tower project.
6. The Board needs to consider a motion regarding an agreement with a resident regarding a zoning violation.
7. The Board needs to consider a motion to authorize the Administrator to execute a certificate of exemption.

**Administrative Announcements**

1. The Trustees 2013 Spring Clean-Up Program has been set for the week of May 6<sup>th</sup> and will occur with the regular garbage pick-up dates.
2. The Trustees 2013 Residential Tree Limb Chipping Program has begun and will continue through Friday October 25<sup>th</sup>, 2013. For tree limb pick-up, you must call the Township by Thursday of each week to be placed on the list for Friday pick-up.
3. Our crews have begun the spring clean-up of our cemeteries in preparation for Memorial Day. Accordingly, please remove all cemetery decorations by April 26<sup>th</sup>, 2013. After that date we will remove the decorations.
4. We turned three cases over to the Trumbull County Sheriff's Department Division of Environmental Enforcement.
5. We sent a number of letters to residents that have zoning violations urging them to take advantage of the spring clean-up to get rid of the debris around their homes.
6. We are working on three homes for the Attorney General's Moving Ohio Forward Grant Program.
7. The Trustees were awarded nearly \$2,400 in grant funds from the Geauga-Trumbull Waste District for their 2013 Scrap Tire Grant. Collection dates will be announced soon.

**Zoning**

1. See attached Zoning Report.

**Highway Department**

1. Snow removal and ice control throughout March.
2. Cold patching of roads.
3. We have sent our anticipated 2013 – ~~2104~~ <sup>2014</sup> winter season material needs to the Trumbull County Engineer. (Ice Control Material, Road Salt, and Premium Cold Patch)

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4. Completed various Work Order Requests.
5. Monthly check of the roadways and signs were completed.
6. General maintenance on various fleet vehicles.
7. Our equipment has been prepared for the spring season.

**Cemetery**

1. See attached Cemetery Report

Respectfully submitted:

Dr. David A. Rouan, AICP  
Administrator

**Sales/Financial Report  
Statistics Summary**  
Cemetery: Kerr Cemetery

Total Deeds: 10  
Total Locations: 20  
Total Purchase Plans: \$4,250.00  
Total Perpetual Care Plans: \$0.00  
Opening Cost \$8,400.00  
OT Cost \$800.00

Purchase Plan	Nbr Deeds	Pct Of Total	Total	Perpet Care Plan	Nbr Deeds	Pct Of Total	Total
-None-	8	77.98 %	\$3,300.00	-None-	10	100.00 %	\$0.00
Intermediate Need	2	22.02 %	\$950.00				

**Report Filter Criteria**  
Start Date: 03/01/2013 End Date: 03/31/2013

**Zoning Report – Dave Rouan**

**WEATHERSFIELD TOWNSHIP ZONING OFFICE  
MONTHLY REPORT • MARCH 2013**

**I. TOTAL – 17**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Permits – 10</li> <li style="padding-left: 20px;">Zoning – 2</li> <li style="padding-left: 20px;">Gas/Oil Well – 0</li> <li style="padding-left: 20px;">Occupancy – 1</li> <li style="padding-left: 20px;">Road Cut - 0</li> <li style="padding-left: 20px;">NCU – 7</li> <li>Violations/Complaints – 0</li> <li style="padding-left: 20px;">Vehicles – 0</li> <li style="padding-left: 20px;">Debris – 0</li> <li style="padding-left: 20px;">Prop. Maint. &amp; high grass – 0</li> <li style="padding-left: 20px;">Other – 0</li> </ul> | <ul style="list-style-type: none"> <li>Variances – 0</li> <li>Conditional Use Permits – 0</li> <li>Zone Change Petitions – 0</li> <li>Zoning Amendments – 0</li> <li>Replat Petitions – 0</li> <li>General Inquiries – 6</li> <li>Other Misc. – 0</li> <li>Appeal - 1</li> </ul> |
|---|--|

**II. FEES COLLECTED (See attachment I and II)**

Zoning Permit Fees	\$ 60.00	Value (\$): 10,560.00
Occupancy Permit Fees	\$ 35.00	
C.U.P Application Fees	\$ 0.00	
Variance Application Fees	\$ 0.00	
Zone Change Fees	\$ 0.00	
Special Hearing Fees	\$ 275.00	(appeal and conditional use hearing)
Zoning Maps - Full	\$ 0.00	# Sold 0
Zoning Maps - Neighborhood	\$ 0.00	# Sold 0
Zoning Maps - Index	\$ 0.00	# Sold 0
Zoning Regulation Book	\$ 0.00	# Sold 0
Copies	\$ 0.00	# Sold 0
Misc. Fees	\$ 0.00	Road Cut Permit
<b>TOTAL:</b>	<b>\$ 370.00</b>	

**III. ZONING COMMISSION MEETING** March 13, 2013  
A reorganizational/business meeting was held.

**IV. BOARD OF ZONING APPEALS** March 14, 2013  
A public hearing was held for expansion of non-conforming use..

**V. OPEN COMPLAINTS/VIOLATIONS** – There are sixteen (16) open violation cases.

**VI. HEALTH DEPARTMENT** – There are ( ) open cases involving properties in Weathersfield Township.  
Septic – 0  
Health – 0

**VII. NILES MUNICIPAL COURT** – Complaints  
There are ( ) case(s) pending at this time.

**VIII. TRUMBULL COUNTY COMMON PLEAS COURT** – Appeals/Lawsuits  
There is ( ) case(s) pending at this time.

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**Police Report – Chief Joe Consiglio**

**WEATHERSFIELD TWP POLICE DEPT  
1451 PROSPECT ST.  
MINERAL RIDGE, OH 44440**

**Arrests**  
**Charge**  
RMS Statistics for Month: 03 Year: 2013

Code	Description	Count
		21
2903.21	AGGRAVATED MENACING	1
2909.06(A)(2)	CRIMINAL DAMAGING	1
2911.21	CRIMINAL TRESPASS	3
2913.02(A)(1)	PETTY THEFT	1
2913.02(A)(2)	PETTY THEFT	1
2919.25(A)	DOMESTIC VIOLENCE	3
2921.12	TAMPERING WITH EVIDENCE	1
2921.31	OBSTRUCTING OFFICIAL BUSINESS	1
2921.33	RESISTING ARREST	1
2921.331A	FAILURE TO COMPLY WITH ORDER OR SIGNAL OF P.O.	1
2923.16(A)	IMPROPERLY HANDLING FIREARM IN MOTOR VEHICLE	1
2925.11	DRUG ABUSE	1
2925.11(C)(3)(a)	POSSESSION OF DRUGS - MARIJUANA	5
2925.14	DRUG PARAPHERNALIA	3
4301.62(B)(4)	OPEN CONTAINER IN MOVING VEHICLE	2
4511.19(A)(1)	DRIVING UNDER THE INFLUENCE	2
4511.19(A)(8)	DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL/DRUGS .17 OF 1 GRAM OR MORE BY WEIGHT	1
	<b>** TOTAL **</b>	<b>50</b>

**WEATHERSFIELD TWP POLICE DEPT  
1451 PROSPECT ST.  
MINERAL RIDGE, OH 44440**

**Citations**  
**Charge**  
RMS Statistics for Month: 03 Year: 2013

Code	Description	Count
4301.62(B)(4)	OPEN CONTAINER IN MOVING VEHICLE	1
4503.11(A)	EXPIRED TAGS-ANNUAL RENEWAL	3
4510.11(A)	DRIVING UNDER SUSPENSION	11
4510.12	OPERATING VEHICLE WITHOUT VALID LIC.	3
4510.14	DRIVING UNDER OVI SUSPENSION	1
4510.16	FRA SUSPENSION	7
4510.21	OPER. BEFORE COMPLY WITH REINSTATEMENT	2
4511.12	OBEYING TRAFFIC CONTROL DEVICES	12
4511.16-A	PROHIBITION AGAINST SIGNS/SIGNALS - PRIOR	1
4511.19(A)(1)-B	DRIVING UNDER THE INFLUENCE - TWO PRIORS	1
4511.19(A)(1)-D	PRIOR FELONY - DRIVING UNDER THE INFLUENCE - 4 OR MORE PRIORS	2
4511.202	OPERATING MOTOR VEHICLE WITHOUT CONTROL	2
4511.21	SPEED LIMITS	2
4511.21	SPEEDING	17
4511.211(B)	SPEED LIMITS-PRIVATE PROPERTY	1
4511.25(A)	LANES OF TRAVEL UPON ROADWAYS	3
4511.29	DRIVING TO LEFT OF CENTER	1
4511.61	STOP SIGNS AT GRADE CROSSINGS	1
4511.81	CHILD RESTRAINT	2
4511.81	CHILD RESTRAINT SYSTEM REQUIRED	1
4513.02	UNSAFE VEHICLE	1
4513.04	HEADLIGHTS	1
4513.263	OCCUPANT RESTRAINING DEVICES	1
4513.263(B)(1)	SEATBELT DRIVER	10
4549.08	FICTITIOUS PLATES	1
	<b>** TOTAL **</b>	<b>88</b>

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**WEATHERSFIELD TWP POLICE DEPT**  
**1451 PROSPECT ST.**  
**MINERAL RIDGE, OH 44440**

**Incident Reports**  
**Type**  
 RMS Statistics for Month: 03 Year: 2013

Offense	Offense Code	Count
AGGRAVATED MENACING	2903.21	2
ASSAULT - KNOWINGLY HARM VICTIM	2903.13A	1
ASSIST POLICE DEPARTMENT	APD	3
BREAKING & ENTERING	2911.13(A)	1
BURGLARY	2911.12(A)(1)	3
BURGLARY	2911.12(A)(2)	1
BURGLARY	2911.12(A)(3)	1
CRASH - NO INJURY - OR PROPERTY DAMAGE	C2	3
CRIMINAL DAMAGING	2909.06(A)(1)	2
CRIMINAL DAMAGING	2909.06(A)(2)	1
CRIMINAL MISCHIEF	2909.07	1
CRIMINAL TRESPASS	2911.21	2
DEATH PRIOR TO ARRIVAL	DOA	1
DOMESTIC DISPUTE	DD	1
DOMESTIC VIOLENCE	2919.25(A)	3
DRIVING UNDER SUSPENSION	4510.11(A)	2
DRIVING UNDER THE INFLUENCE	4511.19(A)(1)	2
DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL/DR	4511.19(A)(8)	1
DRUG ABUSE	2925.11	2
DRUG PARAPHERNALIA	2925.14	3
FAILURE TO COMPLY WITH ORDER OR SIGNAL OF P.O.	2921.331A	1
FRA SUSPENSION	4510.16	1
IDENTITY FRAUD - OBTAIN, POSSESS, OR USE TO REPRES	2913.49(B)(2)	1
IMPROPERLY HANDLING FIREARM IN MOTOR VEHICLE	2923.16(A)	1
INCIDENT (OTHER)	INC	1
JUVENILE	JUVE	1
LANES OF TRAVEL UPON ROADWAYS: UPON ALL ROADWA	4511.25	2
MENACING	2903.22	4
NO LIGHTS	4513.03	1
OBSTRUCTING OFFICIAL BUSINESS	2921.31	1
OPEN CONTAINER IN MOVING VEHICLE	4301.62(B)(4)	2
OPER. BEFORE COMPLY WITH REINSTATEMENT	4510.21	1
PETTY THEFT	2913.02(A)(1)	8
PETTY THEFT	2913.02(A)(2)	6
PETTY THEFT	2913.02(A)(3)	1
PETTY THEFT	2913.02(A)(4)	1
POSSESSING DRUG ABUSE INSTRUMENT - OBTAIN, USE	2925.12	1
POSSESSION OF DRUGS - HEROIN	2925.11(C)(6)(a)	1
POSSESSION OF DRUGS - MARIJUANA	2925.11(C)(3)(a)	5
POSSESSION OF DRUGS - SCHEDULE III,IV	2925.11(C)(2)(a)	1
PROPERTY DAMAGE	S 54	2
RECKLESS OPERATION OFF STREETS	4511.201	1
RECOVERED PROPERTY	RP	1
RESISTING ARREST	2921.33	1
RIGHT-OF-WAY AT STOP SIGN	4511.43(A)	1
SEATBELT DRIVER	4513.263(B)(1)	2
SPACE BETWEEN MOVING VEHICLES	4511.34	2
SPEEDING	4511.21	1
SUSPICIOUS PERSON	SPP	2
TAIL-LIGHTS AND REAR LICENSE PLATE LIGHTS	4513.05	1
TAMPERING WITH EVIDENCE	2921.12	1
TELEPHONE HARASSMENT	2917.21	1
TELEPHONE HARASSMENT - FAIL TO DESIST	2917.21A5	1
THEFT	2913.02(A)	1
THEFT - BEYOND EXPRESS/IMPLIED CONSENT	2913.02A2	2
THEFT - DECEPTION	2913.02A3	1
TRAFFIC STOP	TS	1
UNWANTED PERSON (S)	UW	1
WARRANT SERVICE	WAR	21
	** TOTAL **	121

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**Fire Report – Chief Randy Pugh**

**District Summary**

March 2013

District	Situation Type	Dollar Loss	# of Incid's	F.S. Injury	Civ. Injury	F.S. Death	Civ. Death
40	551 Assist police or other governmental agen		1	0	0	0	0
40	611 Dispatched & canceled en route		2	0	0	0	0
40	651 Smoke scare, odor of smoke		1	0	0	0	0
40	661 EMS call, party transported by non-fire		6	0	0	0	0
	<b>Totals for All Non-Fire in District:</b>		10	0	0	0	0
	<b>Totals for All Incidents in District</b>		10	0	0	0	0
41	118 Trash or rubbish fire, contained		1	0	0	0	0
	<b>Totals for All Fires in District:</b>		1	0	0	0	0
41	322 Vehicle accident with injuries		3	0	0	0	0
41	352 Extrication of victim(s) from vehicle		1	0	0	0	0
41	463 Vehicle accident, general cleanup		1	0	0	0	0
41	500 Service Call, other		1	0	0	0	0
41	621 Wrong location		1	0	0	0	0
41	661 EMS call, party transported by non-fire		6	0	0	0	0
41	700 False alarm or false call, other		1	0	0	0	0
	<b>Totals for All Non-Fire in District:</b>		14	0	0	0	0
	<b>Totals for All Incidents in District</b>		15	0	0	0	0
42	100 Fire, other		1	0	0	0	0
42	111 Building fire		1	0	0	0	0
	<b>Totals for All Fires in District:</b>		2	0	0	0	0
42	324 Motor vehicle accident with no injuries		1	0	0	0	0
42	561 Unauthorized burning		1	0	0	0	0
42	661 EMS call, party transported by non-fire		3	0	0	0	0
42	745 Alarm system sounded, no fire - unintent		1	0	0	0	0
	<b>Totals for All Non-Fire in District:</b>		6	0	0	0	0
	<b>Totals for All Incidents in District</b>		8	0	0	0	0
<b>Grand Total for All Incidents</b>			33	0	0	0	0

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**Attorney’s Report – Atty. Dan Daniluk and Atty. Doug Ross**

**ATTORNEYS’ REPORT**

**TO: MR. GIL BLAIR, CHAIRMAN  
MR. STEVEN J. GERBERRY, VICE CHAIRMAN  
MR. MARVIN MCBRIDE, TRUSTEE  
MR. FRED R. BOBOVNYK, FISCAL OFFICER  
MR. DAVID ROUAN, TOWNSHIP ADMINISTRATOR**

**FROM: DANIEL P. DANILUK, ESQ.**

**DATE: April 9, 2013**

Below is a report of this month’s litigation activity.

- 1. **Richard Mattessich v. Weathersfield Township**  
Case No. 2012CV 01049  
Trumbull County Ct. C.P. Judge McKay

The final Pretrial was continued from April 5, 2013 to April 19, 2013 at 10:00 am. The case is set for Jury Trial on April 29, 2013.

- 2. **Union Auto Parts et al v. Weathersfield Township Board of Zoning Appeals**  
Case No. 2013CV 00678  
Trumbull County Ct. C.P. Judge Logan

Union Auto Parts and its owners have filed this appeal of the decision of the Board of Zoning Appeals denying their application for a zoning certificate and expansion of their non-conforming use.

If you have any questions or comments regarding this Attorneys’ Report or any pending Township legal matters, please feel free to contact us.

Sincerely,

Daniel P. Daniluk, Esq.

**New Business:**

13-039 Mr. McBride made a motion to approve the consent agenda, which includes  
Consent the following:  
Agenda

- Drawing warrants upon our treasury and paying township bills
- Then and Nows.
- Minutes of the Regular Meeting on March 12, 2013.

	<u>THEN</u>	<u>NOW</u>	<u>AMOUNT</u>
Weller & Assoc. (tower)	01/22/13	04/01/13	\$1250.00
FreCor (tower)	03/27/13	04/01/13	920.00
MS Consultants (tower)	02/22/13	04/01/13	1311.64

Mr. Gerberry seconded the motion.

Vote: Mr. McBride – yes Mr. Gerberry -yes Mr. Blair - yes  
Motion carried.

13-040 Mr. Gerberry made a motion to adopt a memorandum of understanding with  
Mutual agree the Village of Lordstown regarding hazardous materials calls and our mutual  
with Lordstwn fire department per the language of the agreement.

Mr. McBride seconded the motion.

Vote: Mr. Gerberry -yes Mr. McBride – yes Mr. Blair - yes  
Motion carried.

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**MEMORANDUM OF UNDERSTANDING**

**FOR HAZARDOUS MATERIAL INCIDENTS**

This Memorandum of Understanding (AGREEMENT) is entered into this \_\_\_ day of \_\_\_\_, 2013, which shall be the EFFECTIVE DATE, and shall be between the Village of Lordstown, Ohio (VILLAGE) and Weathersfield Township, Trumbull County, Ohio (TOWNSHIP).

WHEREAS both VILLAGE and TOWNSHIP pursuant to mutual aid agreements would like to combine Haz-Mat technicians from both departments to mutually benefit both political subdivisions; and

WHEREAS the VILLAGE AND TOWNSHIP fire departments respond to Hazardous Material Incidents (INCIDENTS) within their respective political subdivisions; and

WHEREAS the Chief of a Fire Department is responsible for the coordination of all on-scene activities, pursuant to R.C. 3737.80, when an INCIDENT occurs within the jurisdiction of that particular Fire Department (VILLAGE or TOWNSHIP); and

WHEREAS political Subdivisions, in accordance with R.C. 5502.29 (B), may collaborate with other public and private agencies within this state to develop mutual assistance agreements for reciprocal emergency management assistance for purposes of preparing for, responding to, and recovering from an incident, disaster, exercise, training activity, planned event or emergency, any of which requires additional resources; and

WHEREAS both VILLAGE and TOWNSHIP choose to join to organize a joint Haz-Mat team to respond together to assist each other; and

WHEREAS the Haz-Mat team between VILLAGE and TOWNSHIP will be known from this point forward as the County Line Haz-Mat Team (COUNTY LINE HAZ-MAT); and

WHEREAS the VILLAGE and TOWNSHIP currently have separate equipment, manpower and supplies; which if combined will make COUNTY LINE HAZ-MAT better able to respond to INCIDENTS with equipment, supplies, manpower and training; and

WHEREAS it is the desire of both VILLAGE and TOWNSHIP to enter into this AGREEMENT to establish the COUNTY LINE HAZ-MAT, in order to ensure efficient administration of Hazardous Materials INCIDENTS, identification, response, mitigation, cleanup and recovery; and

WHEREAS the VILLAGE and TOWNSHIP would like to jointly use COUNTY LINE HAZ-MAT technicians and equipment from both departments to mutually benefit both political subdivisions.

NOW THEREFORE, in consideration of the mutual obligations and goals as stated above, VILLAGE and TOWNSHIP hereby agree as follows:

1. After the EFFECTIVE DATE of this AGREEMENT, the Fire Chiefs of both

VILLAGE and TOWNSHIP shall oversee the combined hazardous materials response team to be named COUNTY LINE HAZ-MAT.

- a. During any INCIDENT, pursuant to R.C. 3737.80, the Fire Chief in the jurisdiction where the INCIDENT occurs shall be responsible for on-scene coordination and operational control.

- b. COUNTY LINE HAZ-MAT will have a Coordinator and Assistant Coordinator, appointed and agreed to by the Fire Chiefs.

- c. The Coordinator and Assistant Coordinator will organize the COUNTY LINE HAZ-MAT team, conduct regular training sessions, submit equipment needs to the Fire Chiefs and request that qualified personnel be appointed to COUNTY LINE HAZ-MAT by the Fire Chiefs.

- d. The two (2) Fire Chiefs, along with the Coordinator and Assistant Coordinator, will make up the COUNTY LINE HAZ-MAT Administration Board.

2. Any member of the VILLAGE or TOWNSHIP Fire Departments wishing to be a member of COUNTY LINE HAZ-MAT shall request appointment by their respective Fire Chief, shall have all required training and comply with all federal, state and local laws, regulations and rules, including any rules adopted by COUNTY LINE HAZ-MAT's Administration Board.

3. The VILLAGE or TOWNSHIP shall provide their respective members of the COUNTY LINE HAZ-MAT with Worker's Compensation coverage while they are participating in COUNTY LINE HAZ-MAT activities.

4. During an INCIDENT response, the VILLAGE and TOWNSHIP shall be responsible for compensation of their respective team members of the COUNTY LINE HAZ-MAT, in accordance with VILLAGE or TOWNSHIP policies and procedures.

5. During and after each INCIDENT, the COUNTY LINE HAZ-MAT Coordinator shall prepare a detailed record documenting the costs of investigating, mitigating, minimizing, removing or abating a spill, release, discharge or contamination, and the material, equipment, and personnel used, identifying each item as supplied by either the VILLAGE or TOWNSHIP, and

- a. COUNTY LINE HAZ-MAT, in conjunction with VILLAGE and TOWNSHIP shall adopt the fee schedule set forth on the attached Exhibit A for services rendered by COUNTY LINE HAZ-MAT. COUNTY LINE HAZ-MAT shall adjust these fees annually, or as needed, by agreement between the VILLAGE and TOWNSHIP.

- b. After review of the detailed record, COUNTY LINE HAZ-MAT shall submit a bill for services rendered to the Fire Chief of the political subdivision where the INCIDENT occurred.

- i. The political subdivision where INCIDENT occurred will be responsible for billing the responsible parties for COUNTY LINE HAZ-MAT services rendered according to the agreed fees (**Attachment A**).

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ii. The political subdivision that assisted in the INCIDENT will be paid for services rendered by the political subdivision that submitted the bill, once payment has been received from the responsible parties.

6. The COUNTY LINE HAZ-MAT Administration Board shall, as soon as possible, draft and adopt operational policies to carry out the duties set forth in this AGREEMENT.

7. Both VILLAGE and TOWNSHIP will enact legislation to authorize the respective political subdivisions to execute this Agreement and to designate the COUNTY LINE HAZ-MAT as a Technician Level Team.

8. Both VILLAGE and TOWNSHIP will adopt the billing fees attached to this Agreement (Attachment A).

9. Commencing on the EFFECTIVE DATE, this AGREEMENT will remain in effect for a period of one (1) year; and thereafter shall automatically renew for additional one (1) year periods unless modified or terminated by either party as follows:

a. Either VILLAGE or TOWNSHIP may terminate this AGREEMENT with a sixty (60) day written notice provided to the other political subdivision,

b. This AGREEMENT may be modified at any time by written agreement, agreed to by both parties.

10. This Agreement shall be interpreted under the laws of the State of Ohio.

13-041  
Scrap  
2 PD & 1 RD  
vehicles

Mr. Gerberry made a motion to authorize Township Administrator David Rouan Police and Police Chief Joseph Consiglio to take necessary steps pursuant to the law to dispose of (2) Police vehicles and (1) road vehicle which are not needed for public use, are obsolete, or are unfit for the use required. In the opinion of the Board, each of these vehicles has a fair market value of less than two thousand five hundred dollars.

Mr. McBride seconded the motion.

Vote: Mr. Gerberry -yes Mr. McBride – yes Mr. Blair - yes  
Motion carried.

13-042  
Cintas

Mr. McBride made a motion to authorize Township Administrator David Rouan to modify the townships agreement with Cintas Corporation for purposes of adopting additional cost saving measures.

Mr. Gerberry seconded the motion.

Vote: Mr. McBride – yes Mr. Gerberry -yes Mr. Blair - yes  
Motion carried.

FILE

**CINTAS** Contract No. 7726 Customer No. 7726 Location No. 310  
 STANDARD RENTAL SERVICE AGREEMENT Date 2/22/2013  
 Customer WEATHERSFIELD TOWNSHIP Phone 330-544-7440  
 Address 1451 Prospect St City Mineral Ridge State Oh Zip 44440

UNIFORM RENTAL PRICING:

Item #	Description	Unit Price
93	SW SHIRT	1.73
94	SW PAUF	1.23

*Handwritten: WEATHERSFIELD*

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- Name Emblem \$ 1.25 ea Company Emblem \$ 2.25 ea
- Custom Emblem \$ - ea Embroidery \$ - ea
- COD Terms \$ - per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item % of Inventory \$ - Ea.
- Automatic Lost Replacement Charge: Item % of Inventory \$ - Ea.
- Minimum Charge \$ 25.00 per delivery.
- Make-Up charge \$ 1.25 per garment.
- Non-Standard/Special Cut-Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 1.25 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Shop towel container \$ - per week.
- Artwork Charge for LogoMat \$ -
- Uniform Storage Lockers: \$ - ea/week, Laundry Lock-up: \$ - ea/week Shipping: \$ -
- Service Charge \$ 6.95 per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ - per garment will be assessed for employees size changed within 4 weeks of installation.
- Other: *Cintas agrees to not provide additional uniforms if uniforms are not used.*

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Unit Price	Discount
1	2160	Red Shop Towel	Weekly	1.05	

\*Indicates bundled items/services  
 /  Initial and check box if Unlease. All garments will be cleaned by Customer.  
 /  Date Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.  
 /  Date Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No. 310 Please Sign Name David Rouan  
 By J. Whishen Please Print Name David Rouan  
 Title SSR Please Print Title Administrator  
 Accepted-GM: \_\_\_\_\_ E-mail drouan@weathersfieldtwp.com

Form Distributor: (1) White-Office (2) Canary-Customer (3) Pink-Corporate Office  
 R-2100A (rev. 8/2011)

April 9, 2013

13-043  
use twp  
building

Mr. McBride made a motion to adopt an agreement for the use of the township buildings per the legal language provided.  
Mr. Gerberry seconded the motion.  
Vote: Mr. McBride -yes      Mr. Gerberry- yes      Mr. Blair - yes  
Motion carried.

**LIABILITY AGREEMENT FOR USE OF TOWN HALL**

I, the undersigned, understand that the Weathersfield Township Town Hall will be reserved for use by Weathersfield Township Residents free of charge, but only under the following conditions which I agree to observe. If I do not observe the following conditions, I will not be permitted to use the Town Hall in the future.

**Please read and initial the following 6 items;**

\_\_\_ 1. No alcohol is allowed on the premises.

\_\_\_ 2. The reserving individual is responsible for normal cleanup procedures: tables/chairs put away, floor swept , if necessary, and all trash to be removed from the Weathersfield Township property. Please check bathrooms for cleanliness.

\_\_\_ 3. There are to be no food or drink behind the front trustee podium/table area and the chairs are to be left there as well.

\_\_\_ 4. The undersigned agrees to pay for any damage to the Town Hall building and/or Township property and also agrees to pay replacement costs of any missing items. In addition, the undersigned individual agrees to pay a \$20/hr cleanup cost if the Town Hall and/or Township property is left in unsatisfactory condition.

\_\_\_ 5. Individuals causing harm to Town Hall property may be denied use of the facilities in the future at the discretion of the Weathersfield Township Trustees.

\_\_\_ 6. The undersigned understands and hereby acknowledges that the Board of Trustees of Weathersfield Township shall not be responsible or liable for personal injury or property damage occurring to persons or their guests and invites, while using the Township Hall for their own personal matters, or for matters unrelated to the business of the Board of Trustees.

**The undersigned releases and discharges the Board of Trustees from any liability, claims, demands, injuries, damages, actions or causes of action that might occur arising from the use of the Township premises.**

DATE RESERVED \_\_\_\_\_ TIME \_\_\_\_\_ GROUP \_\_\_\_\_

TYPE OF FUNCTION \_\_\_\_\_ SIGNATURE \_\_\_\_\_

ADDRESS, PHONE, DATE \_\_\_\_\_

BY THE ORDER OF THE WEATHERSFIELD TOWNSHIP TRUSTEES (Adopted April, 2013)

**Approval:**

\_\_\_\_\_

Trustee	(Date)	Trustee	(Date)	Trustee	(Date)
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13-044  
emergency  
management  
procedures

Mr. Gerberry made a motion to adopt the townships emergency management procedures pursuant to the stated language. Said procedures will be used in coordination with the Trumbull County Emergency Management Agency.  
Mr. McBride seconded the motion.  
Vote: Mr. Gerberry- yes      Mr. McBride -yes      Mr. Blair - yes  
Motion carried.

13-045  
tower bid

Mr. McBride made a motion to accept the bid in the amount of \$35,152.00 from Kreidler Construction for Part 1 and 2 for the construction of the Prospect Street Communication Tower Project.  
Mr. Gerberry seconded the motion.  
Vote: Mr. McBride – yes      Mr. Gerberry -yes      Mr. Blair - yes  
Motion carried.

13-046  
tower bid

Mr. Gerberry made a motion to accept the bid in the amount of \$56,241.39 from McCarthy Systems Company for Part 3, 4 and 5 for the construction of the Prospect Street Communication Tower Project.  
Mr. McBride seconded the motion.  
Vote: Mr. McBride – yes      Mr. Gerberry -yes      Mr. Blair - yes  
Motion carried.

April 9, 2013

13-047 tower bid Mr. McBride made a motion to accept the engineering proposal in the amount of \$9,556.00 from MS Consultants for the construction administration and inspection of the Prospect Street Communication Tower Project  
 Mr. Gerberry seconded the motion.  
 Vote: Mr. McBride – yes Mr. Gerberry -yes Mr. Blair - yes  
 Motion carried.

13-048 tower bid Mr. Gerberry made a motion to accept the bid in the amount of \$225,619.88 from Staley Communication, Inc. for the radio equipment for the Prospect Street Communication Tower Project in accordance with HB204.  
 Mr. McBride seconded the motion.  
 Vote: Mr. Gerberry – yes Mr. McBride -yes Mr. Blair - yes  
 Motion carried.

13-049 Bartscher Agreement Mr. Gerberry made a motion to enter into an agreement with Brian Bartscher, 1747 Ohltown McDonald Rd, Mineral Ridge, Ohio 44440, regarding a Notice of Violation of the Weathersfield Township Zoning Regulations dated March 20, 2013.  
 Mr. McBride seconded the motion.  
 Vote: Mr. Gerberry – yes Mr. McBride -yes Mr. Blair - yes  
 Motion carried.

**TOWNSHIP OF WEATHERSFIELD**

"1 Good Place to Live"  
1451 Prospect Street  
Mineral Ridge, Ohio 44440  
Phone: (330) 652-6324 Fax: (330) 344-7191

Web Site: [www.weathersfieldtwp.com](http://www.weathersfieldtwp.com)

Steven A. Gerberry, Trustee  
Marvin J. McBride, Trustee  
H. Gilson Blair, Trustee

Fred R. Bohomyk, Fiscal Officer  
David Rowan, Administrator

April 11, 2013

Brian Bartscher  
1747 Ohltown McDonald Road  
Niles, Ohio 44446

Re: Resolution of Notice of Zoning Violation

Dear Mr. Bartscher:

At their meeting on April 9, 2013, the Board of Trustees reviewed your proposal (attached) to resolve the Notice of Zoning Violation issued March 20, 2013, and bring your property in compliance with the Weathersfield Township Zoning resolution. The Board agreed to resolve the notice of violation on the following terms. You will:

- 1. Immediately fence in the swimming pool with a Deer Fence
- 2. Install a fence meeting the requirements of the zoning resolution, as set forth in your proposal, as soon as weather permits, but in no event later than May 10, 2013.
- 3. Remove the miscellaneous materials from the property.

If you comply with this agreement, the Township will consider the Notice of Zoning Violation resolved.

Respectfully,



Dr. David Rowan, AICP  
 Administrator/Zoning Inspector

April 9, 2013

13-050      Mr. McBride made a motion to authorize the Administrator/Zoning Inspector to sign a  
 exemption      certificate of exemption pursuant to Section 201 of the Weathersfield Township Zoning  
 3008 Woodfield Regulations to acknowledge that, pursuant to ORC Section 519.211, American Tower  
 Corporation is exempt from the zoning regulations, as a public utility, for the purpose of  
 locating a backup generator at the telecommunications tower facility located at 3008  
 Woodfield Avenue in Weathersfield Township.  
 Mr. Gerberry seconded the motion.  
 Vote: Mr. McBride -yes      Mr. Gerberry– yes      Mr. Blair - yes  
 Motion carried.

13-051      Mr. McBride made a motion to enter into an agreement with MicroSeismic,  
 MicroSeismic Inc., granting them permission to enter onto Township property, for the  
 Agreement      purpose of laying temporary geophones and cables to monitor the stimulation  
 of Halcon Kibler Well #1. All work shall be walk-in only, and there shall be  
 no subsurface disturbance.  
 Mr. Gerberry seconded the motion.  
 Vote: Mr. McBride – yes      Mr. Gerberry -yes      Mr. Blair - yes  
 Motion carried.

13-052      Mr. Gerberry made a motion to adjourn.  
 Adjourn      Mr. McBride seconded the motion.  
 Vote: Mr. Gerberry -yes      Mr. McBride– yes      Mr. Blair - yes  
 Motion carried.

Caucus:                      May 2, 2013 at 8:30 a.m.  
 Next meeting:              May 14, 2013 at 7:00 p.m.

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*Fred R. Bobovnyk, Fiscal Officer*

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*H. Gilson Blair, Chairman*

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*Steven J. Gerberry, Vice-Chairman*

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*Marvin J. McBride, Trustee*