

RECORD OF PROCEEDINGS

Minutes of the Weathersfield Township Trustees Regular Meeting

Held on Thursday, May 9, 2024 at 3:30 PM

Call to order: Steve Gerberry

Pledge: Completed

Roll Call: Steven Gerberry - Present Richard Harkins - Present
Edward Whittaker - Present Patrick Glunt - Absent

24-077 Motion to ***reconvene the meeting that was continued with Resolution Number 24-062 on April 9, 2024.***

Motion by: Rich Harkins Seconded by: Edward Whittaker
Vote: Steven Gerberry - Yes Richard Harkins - Yes Edward Whittaker - Yes
Motion Carried

Reopen The Public Hearing:

This is a continuation of a Public Hearing that was continued from April 9, 2024 and is being held pursuant to Ohio Revised Code Section 505.86 challenging a demolition order issued for the property located at 2809 Pittsburgh Avenue, McDonald Ohio, 44437, Permanent Parcel No. 23-111400 (the "Property") in Weathersfield Township. The property owner, Anthony J. Maffei, requested the hearing.

The hearing is being recorded.

Law Director Cherry Lynne Poteet is representing the Township. The following documents were presented as Exhibits by attorney Poteet at the April 9, 2024 Public Hearing:

1. A certified copy of Resolution 24-036 adopted by the Weathersfield Township Trustees at their meeting on February 13, 2024, declaring the structures on the Property to be unsafe and constitute a nuisance and threat to public health and safety and ordering their demolition.
2. A copy of the declaration of the Trumbull County Board of Health, adopted at their regular meeting on November 15, 2023, declaring the structures on the Property to be Unfit for Human Habitation.
3. A copy of the lien report for the Property dated January 24, 2024.
4. A copy of the letter sent by certified mail on March 7, 2024 to the Property owner, Anthony J. Maffei, notifying him of the order to demolish the property and right to request a hearing.
5. A copy of the letter from the Property owner Dated March 12, 2024 requesting a hearing.
6. Letter to Property owner dated March 20, 2024 setting the hearing for April 9, 2024 with the consent of the Property owner.

The Property Owner, Anthony J. Maffei, may present additional evidence and arguments to support his claim that the structures are not a nuisance and a threat to public health and safety and should not be demolished.

Testimony may be received from any other interested parties.

Mr. Anthony J. Maffei was sworn in so that he could present his testimony, evidence, and arguments.

Mr. Anthony J. Maffei provided the Board with copies of the County permits and provided testimony that the rough electrical is completed and the HVAC is completed except for the placement of the AC unit. Other work will be completed once he has the money to do so.

The hearing was concluded.

24-078 **MOTION TO ADOPT A RESOLUTION TO ENTER INTO AN AGREEMENT TO AVOID THE DEMOLITION OF A STRUCTURE WHICH IS UNSAFE, STRUCTRUALLY**

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DEFECTIVE AND UNFIT FOR HUMAN HABITATION PROPERTY LOCATED AT 2809 Pittsburgh Avenue, McDonald OH 44437 PERMANENT PARCEL NO. 23-111400 WEATHERSFIELD TOWNSHIP, TRUMBULL COUNTY, OHIO PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS.

THIS AGREEMENT is made and entered into between Weathersfield Township, Trumbull County and Anthony J. Maffei, ("Maffei") the owner of the property located at 2809 Pittsburgh Avenue, McDonald Ohio 44437, Weathersfield Township, Ohio 44505, Permanent Parcel No. 23-111400, (hereinafter "the Property"). This Agreement defines the actions that must be taken and the timeline for the repairs that must be made by Maffei to prevent the demolition of the house on the Property.

1. On February 13, 2024, Weathersfield Township adopted Resolution 24-036, finding the house on the Property to be unsafe and a nuisance, as unfit for Human Habitation, as declared by the Trumbull County Board of Health on November 15, 2023, and requiring the property owner to remove the structure within thirty days or the structure will be demolished by Weathersfield Township.
2. On April 9, 2024, the Weathersfield Township Board of Trustees held a hearing pursuant to Ohio Revised Code Section 505.86, at which Anthony Maffei appeared and presented evidence of the work he has done to rehab the house on the Property. The hearing was continued on May 9, 2024, where additional evidence was taken.
3. The Weathersfield Township Board of Trustees hereby agrees to give Maffei additional time to make repairs to the Property, on the terms and conditions specified in this Agreement.
4. Maffei has made the required repairs to the exterior of the property, installing a new roof, windows, doors, vinyl siding, fascia and soffit, however the interior is not complete and the house remains Unfit for Human Habitation.
5. Maffei shall have the electrical, plumbing and HVAC systems for the house complete and inspected by April 30, 2025.
6. Maffei shall have the drywall installed, the interior painted, and a certificate of occupancy obtained by May 31, 2025.
7. Failure to complete all of the work as set forth in this Agreement shall be a default on the part of Maffei. Maffei agrees that upon such default Weathersfield shall have the right to demolish the structure as ordered in Resolution 24-036 and Maffei hereby gives up any right he may have to appeal or contest such demolition.
8. Maffei, for himself and anyone claiming by or through him hereby waives and releases Weathersfield Township and its elected and appointed officials, employees, insurers and agents, from any and all claims, actions, causes of action, demands, damages, costs, whether in law or equity, known or unknown, including claims for injunctive or declaratory relief, arising out of or related in any way to this Agreement or the demolition of the structure if Weathersfield Township determines that Maffei has failed to comply with his obligations under this Agreement, and Maffei shall indemnify and hold Weathersfield Township harmless from any and all such claims.
9. Maffei shall maintain property and casualty insurance on the Property throughout construction.
10. Maffei shall not sell or otherwise transfer any interest in the Property until Maffei has fulfilled all of his obligations under this Agreement.
11. This Agreement contains the entire agreement and understanding concerning the repairs that must be made to the Property. This Agreement supersedes and replaces all prior negotiations and proposed agreements, written or oral. This Agreement shall not be modified or amended except by a writing duly executed by the parties.
12. Maffei hereby represents and acknowledges that he has been provided with the opportunity to discuss and review the terms of this Agreement with legal counsel before signing it and that he is freely and voluntarily signing this document in exchange for the benefits provided herein.

This Resolution shall take effect immediately, or upon the earliest date as otherwise allowed by law.

Motion by: Edward Whittaker Seconded by: Steve Gerberry

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Vote: Steven Gerberry - Yes Richard Harkins - No Edward Whittaker - Yes
Motion Carried

24-079 Motion to *adjourn the hearing*.

Motion by: Edward Whittaker Seconded by: Rich Harkins
Vote: Steven Gerberry - Yes Richard Harkins - Yes Edward Whittaker - Yes
Motion Carried

Patrick J. Glunt, Fiscal Officer

Steven J. Gerberry, Trustee

Richard T. Harkins, Trustee

Edward K. Whittaker, Trustee