

The Board of Liberty Township Trustees met in Regular Session on Friday, June 3, 2022 at 8:30 a.m. with the following members in attendance, Mr. Gregory Cizmar, Mr. Arnold Clebone and Mr. Devon Stanley, presiding.

Motion to approve the minutes of the Friday, May 20, 2022 Regular meeting.

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

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

22-97 No objection to a liquor permit for BALA LLC, DBA Bala, 2899 Belmont Ave., Youngstown, Oh 44505.

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

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

22-98 Motion to increase APR line item 2273-230-740-1321 by \$50,372.64 for the purpose of purchasing Stryker Cot for Fire Department.

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

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

22-99 Motion to pass the following resolution:

CANCELLATION OF LETTER OF CREDIT AGREEMENT

This Cancellation of Letter of Credit Agreement is made effective as of the date last signed below by and among Perni & Perni Equities, LLC, Veeraiah C. Perni and Swarajya L. Perni (collectively, "Borrower"), Liberty Township Trustees ("Beneficiary"), and The Farmers National Bank of Canfield ("Issuing Bank").

Whereas, on or about January 9, 2014, pursuant to that certain Application and Agreement for Irrevocable Letter of Credit executed and delivered by Borrower to Lender, Issuing Bank issued its Irrevocable Letter of Credit No. 365 ("Letter of Credit") on behalf of Beneficiary in the original amount of Six Hundred Twenty-Four Thousand and 00/100 Dollars (\$624,000.00);

Whereas, on or about April 28, 2016, pursuant to agreement of the parties, the Letter of Credit amount was amended to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) ("Amended Letter of Credit");

Whereas, pursuant to its terms, the Letter of Credit and the Amended Letter of Credit currently expire January 9, 2023;

Whereas, the parties now agree to cancel and terminate the Letter of Credit and the Amended Letter of Credit but cannot locate the original Letter of Credit or the original Amended Letter of Credit.

Now, therefore, intending to be legally bound, the parties agree as follows:

1. The Letter of Credit, as amended by the Amended Letter of Credit, is hereby cancelled and terminated in its entirety.
2. Beneficiary represents and warrants that it is and has been the Beneficiary of the Letter of Credit and the Amended Letter of Credit since its issuance, that it cannot locate the original Letter of Credit or the original Amended Letter of Credit, and that the Beneficiary has not transferred the Letter of Credit, the Amended Letter of Credit, or its rights thereunder to any other person, entity, or governmental body.
3. Borrower represents and warrants that it has performed all of its obligations to the Beneficiary in connection with the Letter of Credit and the Amended Letter of Credit.
4. Beneficiary shall not draft on or attempt to draft on the Letter of Credit or the Amended Letter of Credit.

5. Beneficiary and Borrower hereby discharge Issuing Bank from any and all obligations on and under the Letter of Credit and the Amended Letter of Credit, including but not limited to Issuing Bank's obligation to honor drafts submitted on the Letter of Credit or the Amended Letter of Credit.
6. Since the original Letter of Credit and the original Amended Letter of Credit cannot be located, and because in connection with this Agreement Issuing Bank will discharge the Promissory Note executed and delivered by Borrower to Issuing Bank in connection with the Letter of Credit and the Amended Letter of Credit, Borrower hereby agrees to indemnify and hold harmless Issuing Bank from any and all claims, demands, debts, actions, causes of action, suits or obligation of any kind or character asserted against Issuing Bank pursuant to Issuing Bank's obligations under the Letter of Credit and the Amended Letter of Credit.

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

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

22-100 Motion to pass the following resolution for grass abatements:

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 No.:
4628 MIDDLE	12-580140
916 MCARTHUR	12-264500
1548 HARDING	12-419560
1753 LIBERTY	12-158600
511 LIBERTY	12-000800
3536 CARDINAL	12-288000
241 MANSELL	12-580602
2904 BELMONT AVE NEEDED	12-271420 **VACANT GAS MART CUT WEEDS AND SPRAY NEEDED
1698 ROCKWOOD	12-302121
1660 ROCKWOOD	12-407300
1650 ROCKWOOD	12-407420
4511 LOGAN WAY	12-111200
4515 LOGAN WAY	12-021020
1529 W MONTROSE	12-313300
1519 W MONTROSE	12-107600
3134 BELMONT	12-271430
5582 ENGLETON	12-742520
3737 LOGAN GATE	12-533500

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.**

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

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

request from township law director Cherry Poteet to compose a Memorandum of Understanding to offer to the Teamsters Road Department to edit Article 27 Wages/Job Description Section 1. Wages to eliminate Road Worker Hire pay scale and to advance the bottom two employees forward one tier.

22-101 Motion to enter into an agreement with Groover Roofing to repair the damages roof at Churchill Park for \$37,000.00.

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

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

Zoning Inspector Jim Rodway discussed various issues within his department but had to leave to post the abatements.

Road Superintendent Wayne Hickman and Trustees discussed a possible MOU with the Teamsters Road Department pay scale. Need to discuss the matter further with Township Law Director. Wayne reviewed a specific service agreement with Niles Foundation Co. to install foundations located at Liberty Township Churchill Cemetery. He will call the company asking they guarantee their workmanship. A separate processing and layout fee will be charged by the township. Wayne stressed the need for more manpower. They are working at Center Park addressing safety issues. Wayne presented a preliminary list of roads for next year's paving program. Squaw Creek renovations are moving forward. Chagrin Valley Paving is currently addressing the punch list of issues they need to complete. Lastly, the budget allocated for this year to remove the street sweepings has been exhausted.

Fire Chief Doug Theobald reported they had 378 calls last month, a structure fire (gas line), and multiple storm related calls. Doug suggested the Fire, Road and Police jointly invest in road closer signs for future occasions. Its cost prohibitive to have a fire truck or police car to block a roadway. Doug discussed with the Board a third-party billing company for a Motor Vehicle Recovery proposal. Administrator Martha Weirick will forward the information to the township law director for review.

Police Chief Toby Meloro discussed the upcoming Block Watch parties.

Administrator Weirick received the ok to proceed with the Fire Lieutenant testing.

Trustee Clebone ask Martha to pursue the possibility of placing one streetlight at Academy and Virginia Trail recommend by the midnight patrol for safety reasons.

Next meeting Monday, June 13, 2022 @ 6:30 p.m.

Motion to adjourn meeting at 10:52 a.m.

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

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

MATT CONNELLY
FISCAL OFFICER

DEVON STANLEY, CHAIRPERSON