

The Board of Liberty Township Trustees met in Regular Meeting by teleconference on October 1, 2020 at 8:30 a.m. with the following members in attendance, Mr. Devon Stanley, Mr. Arnold Clebone and Mr. Gregory Cizmar, presiding.

** As a result of the coronavirus pandemic, we are conducting the special meeting via teleconference.

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 September 24, 2020 Regular meeting.

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

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

Motion to approve warrant/eft expenditures for the month of September 2020 in the amount of \$434,289.52 warrants #21292 through #21394 inclusive.

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

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

Motion to approve the Purchase Order Listing and the Then and Now Certificates for the month of September 2020.

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

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

20-146 Motion to enter into an agreement with Vienna Township for reimbursement for EMS Mutual Aid:

This Agreement for Reimbursement for EMS Mutual Aid is entered into between Vienna Township ("Vienna") and Liberty Township ("Liberty") effective the 1st day of October 2020, for the provision of Emergency Medical Services (EMS).

WHEREAS, Vienna and Liberty are neighboring townships in Trumbull County, Ohio that provide EMS services within their townships, and each provides mutual aid services to residents of the other township when additional help is requested, and

WHEREAS Ohio Revised Code Sections 9.60 and 505.44 authorize both townships to enter into agreements such as this to reimburse for the cost of EMS mutual aid services; and

WHEREAS, Vienna and Liberty have agreed on certain terms and conditions for reimbursement for the expense of providing emergency medical service to residents of the other township as requested.

NOW THEREFORE, for good and valuable consideration including the promises set forth herein Vienna and Liberty hereby agree as follows:

Section 1. Vienna will provide Liberty mutual aid EMS services as requested when Vienna has the personnel and equipment available to do so. Vienna and Liberty EMS will coordinate the provision of EMS mutual aid services. Liberty will assess the need for any mutual aid call, seeking to avoid unnecessary mutual aid requests that result in cancellations to the extent possible. If Vienna provides a squad as mutual aid to Liberty, and a Liberty medic goes on the squad, Vienna will bill the resident for the run and Liberty will not charge Vienna for the medic.

Section 2. Vienna will bill the residents of Liberty for EMS services provided on the same costs and terms that Vienna charges its own residents. Vienna will not balance bill Liberty residents for amounts not reimbursed by insurance, and Liberty will pay Vienna the following amounts when no insurance is received:

1. \$100 for each refusal of services where no billing occurs. This does not apply to cancelled calls.
2. \$300 for each EMS run where the Liberty resident is uninsured, and the resident does not pay the bill for the run.

Vienna shall submit monthly invoices to Liberty for the above amounts, and Liberty shall pay Vienna within thirty (30) days.

Section 3. Liberty will provide Vienna mutual aid EMS services as requested when Liberty has the personnel and equipment available to do so. Liberty will bill the residents of Vienna for EMS services provided on the same costs and terms that Liberty charges its own residents. Liberty will not balance bill Vienna residents for amounts not reimbursed by insurance.

Section 4. This is the entire agreement of the parties regarding the matters addressed herein, and it may only be amended or modified in writing signed by authorized agents of both parties. This Agreement will be governed by and interpreted in accordance with the law of the state of Ohio. Any action to enforce this Agreement may be brought only in the Court of Common Pleas of Trumbull County and before filing suit the parties will meet and attempt to resolve any disagreement. No third party has any rights or may bring any claim under this Agreement. This Agreement will be for three (3) years but may be terminated by either party upon providing the other party with ninety (90) days' notice prior to termination.

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

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

20-147 Motion 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 No.:
1838 Keefer	12-124140
1708 Keefer	12-553710

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. Clebone.

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

Discussion: Chief Meloro reminded the Board about Coffee with a Cop at Kravitz Deli on Oct. 7th from 9-noon. We are finalizing the Trunk or Treat on Oct. 31st from 5- 7 p.m. at Guy School. We will have our safety forces, Kiwanis Club, Oh Wow and hopefully some local business will participate. Winery will host every weekend in October a Ghost Walk through their property. Our school resource officer will be going to Chestnut Ridge Campsite to participate in a Trick or Treat event for needy children.

Trustee Clebone informed the Board of all the positive feedback he received for the road that were resurfaced.

Trustee Cizmar received a complaint about Jake Engine Breaks on Rt. 11. We must pass a resolution, purchase the sign, and ODOT will erect and maintain the sign. Law Director Cherry Poteet will have language for next week's meeting. Trustee Cizmar is getting quotes on Needlepoint Bipolar Ionization HVAC Filters which could eliminate some air contaminants. Roof replacement is underway, as are the touchless doors.

Motion to adjourn in executive session to conference with the law director concerning disputes involving the public body at 9:00 a.m.

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

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

Motion to adjourn from executive session at 9:39 a.m. No decisions were made.

Mr. Cizmar, Yes. Mr. Clebone, Yes. Mr. Stanley, Yes. Motion carried

Next meeting Thursday, October 8, 2020 @ 8:30 a.m. via zoom teleconference.

STEVE SHELTON, FISCAL OFFICER

GREG CIZMAR, CHAIRPERSON