

BERLIN TOWNSHIP TRUSTEES

7:00 p.m.

Trustee Meeting

July 9,

18

HELD AT: Berlin Township House, 3271 Cheshire Rd., Delaware, OH

CALL TO ORDER: Ron Bullard, Trustee Chairman

PLEDGE OF ALLEGIANCE: Roger Glenn led the Pledge of Allegiance

ROLL CALL: Ron Bullard, Ken O’Brien, Tom D’Amico and Claudia Smith, Fiscal Officer.

ATTENDANCE: Fire Chief Hall, Assistant Fire Chief Pichert, Dustin Kent, Ray Armstrong, Joe & Toni Korleski, Vic Citro, Roger Glenn, David Riepenhoff and Chris Rinehardt

PUBLIC COMMENT: Bullard said Vic Citro was invited to give us an update regarding trash pickup. Citro said he drove around tonight before he came and it looked like all the trash had been picked up. Toni Korleski said the recycling on their street was still there but it was cardboard outside of the containers. Citro explained that the extra help they have brought in uses different trucks which are side arm loaders and they can only pick up the recycling containers. The Korleski’s and Roger Glenn said they were not having any problems with their trash. Vic said the problem is the drivers they have brought in are still learning the routes. O’Brien said communication is the key. Citro said he can control the communication and he promises it will get better. He cannot control if a truck breaks down.

Bullard asked if there were any other public comments and Ray Armstrong said he came to ask the trustees to get involved in the Planet Oasis discussions and to start working towards putting a Cloud over the township which eliminates a lot of zoning problems and makes things a lot more expedient. He said we do not have a lot of time either as things are moving quickly. O’Brien said he likes the Cloud. Bullard said the referendum on the concrete plant has told developers that Berlin Township is a difficult place to work with for commercial development, so we need to change this. Armstrong said we can have two Clouds, one for commercial and one for industrial. Once a Cloud is put in place, there is no chance for referendum. Armstrong urged the trustees to get going on this as they are running out of time. Joe Korleski said he came tonight to tell the trustees that we need a full-time zoning inspector as it is stifling everything.

RESOLUTION 18-07-01 APPROVE THE 6/11/2018 SPECIAL MEETING MINUTES AND DISPENSE WITH THE READING

Motion: O’Brien
Second: Bullard
Vote: Bullard yes, O’Brien yes and D’Amico yes

RESOLUTION 18-07-02 APPROVE THE 6/11/2018 REGULAR MEETING MINUTES AND DISPENSE WITH THE READING

Motion: O’Brien
Second: Bullard
Vote: Bullard yes, O’Brien yes and D’Amico yes

Old Business – Fairview Cemetery – O’Brien said Rinehart would be here at 8:15.

Benefits for Part-time Employees – Bullard said he has not done anything on this and asked to have this moved to the September agenda.

VOS Contract – O’Brien suggested that we have the prosecutor’s office look over the contract.

RESOLUTION 18-07-03 AUTHORIZE RON BULLARD TO EXECUTE THE VOS APPLICATION HOSTING SERVICE AGREEMENT PENDING AN OKAY FROM THE PROSECUTOR’S OFFICE ON PARAGRAPH 11 AND IF PARAGRAPH 11 IS NOT ALLOWED AND VOS WILL STRIKE THAT, TO AUTHORIZE RON BULLARD TO EXECUTE AN

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AGREEMENT FOR SIX (6) MONTHS WITHOUT PARAGRAPH 11 FOR \$471 PER MONTH

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, D'Amico yes and Bullard yes

Fiscal Officer Items –

Trustees signed the June bank statement and electronic payment list.

2018 Budget – Smith said she gave them the appropriation reports so they can start working on the budget. O'Brien asked what the transfer out was and Pichert explained it.

Cemetery – D'Amico said we had delivery of the ossuarium but he does not know what we are doing. Bullard said we need to update our rules and establish pricing. Bullard said he talked to the county regarding the tile that runs through the cemetery and ties into the ditch at the road where they are putting in the sewer. Bullard said he also asked the prosecutor that if Fairview Cemetery does come to us can we run it as a for profit cemetery since that is what it currently is and he was told "No" that once it becomes a township cemetery it has to be run as a township cemetery.

Fire Department –

Delaware Area Career Center Agreement –

RESOLUTION 18-07-04 APPROVE AFFILIATION AGREEMENT BETWEEN DELAWARE AREA CAREER CENTER AND BERLIN TOWNSHIP FIRE DEPARTMENT, DELAWARE COUNTY, OHIO

Parties to the Agreement

THIS AFFILIATION AGREEMENT (the "Agreement"), for emergency medical provider or firefighter students (the "Students"), is made and entered into this 9th day of July, 2018 ("Effective Date"), by and between the Delaware Area Career Center ("DACC"), whose address is 1610 State Route 521, Delaware, Ohio 43015, and Berlin Township Fire Department, Delaware County, Ohio, whose address is 2708 Lackey Old State Road, Delaware, Ohio 43015 (hereinafter referred to as "Affiliate") (hereinafter, individually referred to as "Party" and collectively referred to as the "Parties").

Preliminary Statements

WHEREAS, it is the mutual desire of DACC and the Affiliate to provide high quality clinical education programs that meet or exceed standards established by accrediting bodies; and

WHEREAS, DACC and Affiliate have mutually agreed to collaborate and cooperate in order for the Students to acquire valuable experience in Affiliate's facilities.

Statement of the Agreement

NOW THEREFORE, in consideration of the above premises and the terms set forth herein, DACC and Affiliate do hereby mutually agree as follows:

I. TERM AND RENEWAL

1. Unless terminated pursuant to Section V, this Agreement shall commence on the Effective Date and be for a term of three years.
2. Unless terminated pursuant to Section V, this Agreement shall renew automatically for successive one year periods up to three times for a maximum total term of six years at which time a new Agreement must be negotiated, agreed to, and executed.

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II. RESPONSIBILITIES OF PARTIES

A. DACC shall:

1. bear sole responsibility for the education of its Students, establishment of its curriculum, credentialing of its volunteer clinical faculty, plus all of its other operations and functions.
2. appoint an Administrator who will be responsible for overseeing the DACC academic programs and will collaborate with designated representatives of the Affiliate to designate preceptors to supervise and facilitate clinical training for students, and address matters of mutual interest and concern.
3. shall carry and maintain throughout the term of the Agreement, without lapse, the following policies of insurance with the following minimum coverage limits:
 - a. **General Liability Coverage:** DACC shall maintain commercial general liability insurance of one million dollars (\$1,000,000) each occurrence with an annual aggregate of two million dollars (\$2,000,000). Identical coverage shall be required to be provided by all subcontractors, if any.
 - b. **Automobile Liability Coverage:** DACC shall maintain automobile liability insurance of one million dollars (\$1,000,000) for each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
 - c. **Workers' Compensation Coverage:** DACC shall maintain Workers' Compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
 - d. **Professional Liability Insurance:** DACC hereby agrees to maintain, and require its subcontractors or subconsultants to maintain, professional liability insurance for the duration of the Services hereunder and for three (3) years following completion of the Services hereunder. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
 - e. **Additional Insureds:** Affiliate shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Sections II.A.3.a and II.A.3.b. DACC shall require all of its subcontractors to provide like endorsements.
 - f. **Proof of Insurance:** Prior to the commencement of any work under this Agreement, DACC, and all of its subcontractors, shall furnish Affiliate with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the Affiliate.
DACC will replace certificates for any insurance expiring prior to completion of work under this Agreement.

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4. instruct Students about the importance of patient privacy and confidentiality as well as inform them of the various laws regarding the use and disclosure of Protected Health Information (“PHI”), written and electronic.
5. make Students aware that they are responsible for transportation costs; must wear appropriate attire and identification; will not be paid for their participation in this program; are not entitled to employee benefits; and may be removed from service for violations of federal, state, or local laws or policies of the Affiliate.
6. assure that all Students placed with Affiliate are in good standing and qualified for such assignments.
7. have final responsibility for determining the Students’ academic status and participation in available experiences.
8. conduct criminal background checks on all Students and report the results to Affiliate.
9. ensure that the Student is informed that he/she must:
 - a. adhere to rules, regulations, policies and procedures of DACC and Affiliate;
 - b. provide evidence of receiving required immunizations (e.g., rubella, rubeola, mumps, varicella, hepatitis B) and having diagnostic tests (e.g., tuberculosis) in accordance with DACC policy which takes into consideration guidelines published by the Centers for Disease Control (“CDC”) and Prevention, if requested by Affiliate;
 - c. show demonstrated immunity with documented positive serum antibody titers for certain infectious diseases if requested by Affiliate;
 - d. have received training for universal infection control precautions in accordance with the requirements of the Occupational Safety and Health Administration (“OSHA”) and the Public Health Service if requested by Affiliate;
 - e. undergo, submit to, and pay for an additional background (criminal records) check, if requested by Affiliate, at no expense to Affiliate;
 - f. maintain in strict confidence all confidential information obtained in the performance of duties and will not, unless otherwise required by law, disclose such confidential information to any third party without the prior written consent of the Affiliate; and
 - g. relinquish the rights and privileges established herein by failure to comply with requirements or otherwise adversely affecting the health or safety of the patients or personnel of Affiliate.
10. ensure that Students are informed, when participating in this program, that they are not employees, agents or representatives of Affiliate.

B. Affiliate shall:

1. determine the number of Students to be accepted on assignment at its clinical training facilities and may refuse to accept, or revoke the acceptance of any Student prior to his/her entry into the clinical training experience.

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2. orient Students adequately and make available to them the full range of experiences available at its training site(s).
3. ensure that all assigned Students are learning under the direct supervision of an appropriately credentialed, medical staff.
4. provide safe physical facilities and an environment needed for proper instruction.
5. permit Students' use of available training site facilities (e.g., conference rooms, lounges, break rooms, cafeterias/vending areas, parking lots/garages, lockers, etc.) and inform them of any associated expenses.
6. provide emergency medical care at its customary rate, if available, for Students who are in need of it while participating in the education program at Affiliate's training site(s); such costs is the Student's sole responsibility.
7. refer Students to the nearest emergency room for immediate precautionary treatment consistent with current medical practice in the event any Student is exposed to potentially infectious material; such costs is the Student's sole responsibility.
8. ensure that a written performance evaluation is completed for each assigned Student using the form provided and within the timeframe specified by Tolles, if requested by Tolles.
9. permit DACC to inspect training site(s) related to the Students' experience upon request and continue to meet and/or exceed professional standards including standards set by the appropriate accrediting agency(ies).
10. appoint an individual who will serve as a liaison to, and be the primary contact for, the Administrator appointed pursuant to Section II.A.2.
11. remove any Student from his/her assigned training experience whenever the Affiliate determines, in its sole judgement and discretion, the Student's performance is unsatisfactory and/or his/her behavior is disruptive or detrimental to Affiliate and/or patients.

III. INDEMNIFICATION

The Parties are governmental entities and lack authority to indemnify. The Parties agree to be and shall be individually and solely responsible for their own actions, inactions, and/or omissions and/or the actions, inactions, and/or omissions of their respective boards, board members, officials, officers, employees, agents, representatives, and/or volunteers, resulting from the performance of this Agreement.

IV. REMUNERATION

The general purpose of this Agreement is strictly educational. No monetary consideration or remuneration is involved because of the mutual benefits inherent in the clinical education program provided.

V. TERMINATION

This Agreement may be terminated as follows:

A. Termination for the Convenience:

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The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies.

C. Waiver:

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties retain and may, without limitation, exercise any and all available administrative, contractual, equitable or legal remedies. If any of the Parties fail to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other Parties, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by any of the Parties shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except students who are in progress at Affiliate's training site(s) at the time this Agreement is terminated will be permitted to complete their education programs.

VI. GOVERNANCE

A. In fulfilling the obligations and duties of this Agreement, both Parties shall comply with any and all applicable federal, state, and/or local laws prohibiting discrimination and providing for equal opportunity. Both Parties shall not in any way or manner discriminate on account of race, color, religion, sex, age, ancestry, disability, handicap, sexual orientation, gender identity, or military status. Both Parties shall agree to abide by the terms of the Americans with Disabilities Act ("ADA").

B. Both Parties shall make all services/programs provided pursuant to this Agreement accessible to the disabled/handicapped. Both Parties shall comply with any and all applicable federal, state, and/or local laws mandating accessibility and Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable Health and Human Services ("HHS") regulations (45 CFR 8;4), and all guidelines and interpretations issued pursuant thereto.

C. Both Parties shall comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA") and will use Student information only for the purpose for which it was disclosed and will not make such information available to any third party without first obtaining the respective student's consent.

D. Both Parties agree that the Affiliate is a "covered entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 ("Public Law 104191") and the rules and regulations promulgated hereunder, as well as guidance

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issued by the United States Department of Health and Human Services (collectively such Act, rules, regulations, and guidance is referred herein as “HIPAA”). Accordingly, DACC shall use its best efforts to comply with, and emphasize to Students the importance of complying with, the Affiliate’s written policies and procedures implemented pursuant to HIPAA.

E. The Parties shall agree to complete the Affiliation Agreement for Field Internship Form (“Form”). The Form is attached hereto as Exhibit A and by this reference is incorporated as part of this Agreement.

F. This Agreement is non-exclusive and both Parties have the right to enter into similar affiliations with other institutions, entities, and organizations.

VII. MODIFICATIONS

A. This Agreement may be modified only by written amendment signed by DACC and Affiliate.

B. All signed written amendments shall be attached as an Addendum.

VIII. NOTICES

All notices, consents, and/or written communications which may or are required to be given by this Agreement or by operation of law, shall be in writing and shall be deemed duly given if personally (hand) delivered, sent by certified or registered United States mail, return receipt requested, sent via nationally recognized and reputable overnight express courier, return receipt requested, via facsimile, confirmation of delivery, or email, confirmation of delivery, to the following individuals at the following addresses or facsimile numbers and shall be effective when sent or transmitted:

To Delaware Area Career Center:

Delaware Area Career Center
Attn: Mary Beth Freeman, Superintendent
1610 State Route 521
Delaware, Ohio 43015
Phone: (740) 201-3204
Email: freemanm@DelawareAreaCC.org

To Affiliate:

Berlin Township Fire Department
Attn: Craig Hall, Fire Chief
2708 Lackey Old State Road
Delaware, OH 43015
Phone: (740) 548-6031
Email: firechief@berlintwp.us

IX. DRUG FREE ENVIRONMENT

The Parties agree to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug-free workplace policy. The Parties shall make a good faith effort to ensure that all of their employees and Students will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

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X. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

XI. TOWNSHIP POLICIES

DACC shall be bound by, conform to, comply with, and abide by all current applicable Township policies (collectively "Township Policy") and shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Contract and/or for or on behalf of the Affiliate to comply with Township Policy and shall be responsible for such compliance. The Affiliate may, in their sole discretion, immediately terminate this Contract for failure of DACC or any of its employees to comply with Township Policy. Copies of Township Policy are available upon request. The Berlin Township Board of Trustees ("BOT") reserves the authority to change, amend, replace, enact, repeal, and/or rescind Township Policy at any time and without notice.

XII. FORCE MAJEURE

Neither Party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the Party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a Party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays.

XIII. FINDINGS FOR RECOVERY

The Parties hereby respectfully certify that they are not subject to any current unresolved findings for recovery pending with or issued by the Ohio Auditor of State.

Mary Beth Freeman
Superintendent
DACC

Craig Hall
Fire Chief
Berlin Township Fire Department

XIV. INDEPENDENT CONTRACTOR

The Parties agree that they shall act in performance of this Agreement as independent contractors. No agency, employment, joint venture, or partnership has been or will be created between the Parties hereto pursuant to the terms and conditions of this Agreement.

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Each Party respectfully assumes all responsibility for any and all federal, state, municipal, or other tax liabilities, along with Workers’ Compensation, unemployment compensation, contributions to retirement plans, and/or insurance premiums which may accrue to that Party and/or become due by that Party as a result of any compensation received for services and/or deliverables rendered and/or received under or pursuant to this Agreement.

Neither Party nor their respective boards, board members, officers, officials, employees, representatives, agents, and/or volunteers are entitled to any benefits by employees of the other Party.

XV. INDEPENDENT CONTRACTOR ACKNOWLEDGEMENT/NO CONTRIBUTION TO OPERS

The Parties are public employers as defined in R.C. § 145.01(D). Each Party has classified the other as an independent contractor or another classification other than public employee. As a result, no contributions will be made by either Party to the Ohio Public Employees Retirement System (“OPERS”) for or on behalf of the other Party and/or any of the other Party’s boards, board members, officers, officials, employees, representatives, agents, and/or volunteers for services and/or deliverables rendered and/or received under or pursuant to this Agreement. Each Party acknowledges and agrees that, in accordance with R.C. § 145.038(A), that it has been informed by the other Party of such classification and that as provided herein no contributions will be made to OPERS.

By signature below of its representative, each Party hereby certifies that it has five (5) or more employees and therefore is not required to complete and does not complete an OPERS Independent Contractor Acknowledgement Form:

Mary Beth Freeman
Superintendent
DACC

Craig Hall
Fire Chief
Berlin Township Fire Department

XVI. STUDENTS NOT CONSIDERED EMPLOYEES

Students shall not be considered employees of the Parties and the Parties shall not be responsible for the payment of any wages, payroll taxes, Social Security, Workers’ Compensation insurance, malpractice insurance, or other benefits to or on behalf of such Students.

XVII. ASSIGNMENTS

This Agreement shall not be assigned in whole or in part without the prior written consent of the DACC and Affiliate.

XVIII. HEADINGS

The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

XIX. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed and heard before the courts of Delaware County, Ohio.

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XX. ENTIRE AGREEMENT

This Agreement represents the complete understandings of the parties and, therefore, may only be amended in a writing executed by the parties.

XXI. DRAFTING, COUNTERPARTS, AND SIGNATURES

This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary. This Agreement may be executed in counterparts. Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed.

Delaware Area Career Center

Berlin Township Fire Department, Ohio

By: Mary Beth Freeman

By: Chief Craig Hall

Its: Acting as DACC Authorizing Official
Superintendent

Its: Acting as Fire Chief

Date: _____

Date: _____

**BOARD OF TRUSTEES
BERLIN TOWNSHIP,
DELAWARE COUNTY, OHIO**

Ron Bullard
Trustee

Tom D'Amico
Trustee

Ken O'Brien
Trustee

Berlin Township Board of Trustees
Delaware County, Ohio
3271 Cheshire Road
Delaware, Ohio 43015

Approved as to form

Carol O'Brien

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Delaware County Prosecuting Attorney

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, D'Amico yes and Bullard yes

Dave Riepenhoff introduced himself as being from the law firm Fishel Hass Kim Albrecht Downey LLP who is the firm that the township hired to help with the updates of the employee handbook. O'Brien said originally he was to work with Edward Kim but he has left the firm so he will now be working with Riepenhoff. He said we are specifically looking at job descriptions and the employee handbook, to make sure we are compliant. Fire Chief Hall said we need a policy regarding social media. He said the fire department has different policies than what are in the handbook and they need to get on the same page.

Fairview Cemetery –

RESOLUTION 18-07-05 APPROVE RECESSING TO EXECUTIVE SESSION FOR THE PURPOSE OF ACQUISITION OF PROPERTY-THREE TRUSTEES, FISCAL OFFICER AND ATTORNEY CHRIS RINEHARDT TO ATTEND-8:17 P.M.

Motion: O'Brien
Second: Bullard
Vote: D'Amico yes, Bullard yes and O'Brien yes

RESOLUTION 18-07-06 RETURN TO REGULAR SESSION AT 8:46 P.M.

Motion: O'Brien
Second: Bullard
Vote: D'Amico yes, Bullard yes and O'Brien yes

Bullard said we meet in executive session regarding the acquisition of property and no decisions were made, no actions were taken.

RESOLUTION 18-07-07 AUTHORIZE CHRISTOPHER RINEHARDT AND STEVEN BROWN TO TAKE WHATEVER ACTIONS ARE NECESSARY TO ADVANCE AND PROTECT THE TOWNSHIP'S INTERESTS BASED ON THE COURT OF COMMON PLEAS ENTRY ON JULY 3, 2018 AND IN SUPPORT OF THOSE ADDITIONAL ACTIONS AUTHORIZE EXPENDITURES OF UPTO AN ADDITIONAL \$3,000.

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, O'Brien yes and D'Amico yes

Fire Department Continued -

Hire Part-time Employee –

RESOLUTION 18-07-08 APPROVE HIRING MICAH SWANSON SUBJECT TO CONDITIONS SET UPON AND APPROVED OF BY THE FIRE CHIEF AT A RATE OF \$11.12 WITH A ONE-YEAR PROBATIONARY PERIOD, START DATE TO BE DETERMINED BY THE CHIEF

Motion: O'Brien
Second: Bullard
Vote: Bullard yes, O'Brien yes and D'Amico yes

Carr Step Increase –

RESOLUTION 18-07-09 APPROVE MOVING CAPTAIN TIM CARR FROM STEP 2 TO STEP 3 EFFECTIVE JULY 29, 2018

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Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, D'Amico yes and Bullard yes

Requisitions –

RESOLUTION 18-07-10 APPROVE \$3,821.64 TO FIRECATT, LLC FOR FIRE HOSE AND GROUND LADDER TESTING

Motion: O'Brien
Second: Bullard
Vote: O'Brien yes, D'Amico yes and Bullard yes

RESOLUTION 18-07-11 APPROVE \$5,210.40 TO PHOENIX FIRE SAFETY OUTFITTERS FOR PARTICULATE BLOCKING HOODS AND STRUCTURAL FIREFIGHTING GLOVES

Motion: O'Brien
Second: Bullard
Vote: D'Amico yes, Bullard yes and O'Brien yes

RESOLUTION 18-07-12 APPROVE \$660.56 TO PAUL'S MARINE INC. FOR THREE SUPER ANCHOR HOOKER KITS FOR BOAT 392

Motion: O'Brien
Second: Bullard
Vote: D'Amico yes, Bullard yes and O'Brien yes

**Road Department –
Requisition –**

RESOLUTION 18-07-13 APPROVE \$5,880. TO GLENN EXCAVATING FOR DITCH CLEANING ON S 3B'S & K ROAD AT SCHOOL BUS GARAGE

Motion: Bullard
Second: O'Brien
Discussion: O'Brien said he thinks it would be good to let Berkshire know that we are doing this. Glenn said they usually do. O'Brien said they need to know we are spending money and someday our agreement will not work. Bullard said he will call Jeff George.
Vote: Bullard yes, O'Brien yes and D'Amico yes

RESOLUTION 18-07-14 APPROVE THE CONTRACT AGREEMENT WITH BERLIN TOWNSHIP HEREINAFTER DESIGNATED AS FIRST PARTY AND THE SHELLY COMPANY, AS SECOND PARTY, IN THE AMOUNT OF \$544,844.14 FOR THE 2018 OPWC GRANT PROJECT PAVING OF CURVE ROAD IMPROVEMENTS

Motion: Bullard
Second: D'Amico
Vote: Bullard yes, O'Brien abstain and D'Amico yes

RESOLUTION 18-07-15 APPROVE THE 2018 OPWC PROJECT GRANT AGREEMENT STATE CAPITAL IMPROVEMENT PROGRAM IN THE AMOUNT NOT TO EXCEED \$364,575 FOR THE SOLE AND EXPRESS PURPOSE OF FIANCING AND REIMBURSING COSTS OF THE PROJECT FOR THE CURVE ROAD IMPROVEMENT PROJECT

Motion: Bullard
Second: D'Amico
Vote: D'Amico yes, Bullard yes and O'Brien abstain

RESOLUTION 18-07-16 APPROVE TRUSTEE BULLARD HAVE THE AUTHORITY TO SIGN ANY NECESSARY AGREEMENTS TO IMPLEMENT THE OPWC PROJECT OR THE REPAVING OF CURVE ROAD

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Motion: Bullard
Second: D’Amico
Vote: D’Amico yes, Bullard yes and O’Brien abstain

Bullard said they need to hire a road maintenance worker and Irwin reviewed all the applications received and narrowed it down to two and suggested his top pick but he would be happy with either one. O’Brien suggested that we discuss this in executive session. They decided to do this at the end of the meeting.

Trustee Items –

Zoning Department –

RPC Representative and Alternate – Smith said they received an email saying that it was okay for a trustee to be an RPC Representative.

RESOLUTION 18-07-17 APPROVE TRUSTEE KEN O’BRIEN BE OUR RPC ALTERNATE REPRESENTATIVE FOR ALL FUTHER MEETINGS

Motion: Bullard
Second: D’Amico
Vote: D’Amico yes, Bullard yes and O’Brien yes

Zoning Inspector – D’Amico said they reposted the ad on the site and one person that applied for the road maintenance position said he might be interested and that did not give him much confidence. Another application they received he cannot start until 2019. He said Robert with the prosecutor’s office said the fiscal officer could stand in and Smith said no she would not. D’Amico said he would give the applicant a call.

O’Brien gave an overview of the discussion that was had at the Chamber of Commerce meeting he recently attended.

Future Meetings –

- 8/4/18 Touch A Truck
- 8/13/18 Trustee Meeting
- 9/10/18 Trustee Meeting
- 9/24/18 Trustee Meeting

Late Items –

Bullard said we have a Facebook account and we put somethings on there but people think that we read the Facebook account and he thinks it is a dangerous thing out there. If we are going to have on, someone needs to be monitoring it. O’Brien said what he hears Bullard say is that we need someone with authority to write on it and that should not be one of us. And the only way you can do that is to hire a township administrator. He thinks the trash issues has pointed out that we need a township administrator. He said are we big “no” but his experience with the county is that the protocol is elected to elected but it is not elected to staff, elected to staff is frowned on. So how Orange, Liberty, Genoa, Concord and Berkshire are getting the things they are getting form the county is because they have a township administrator that is talking to the county administrator. He said that is smiled upon, so that we are working together as a group and saving money. We do not need a full-time administrator, but we need someone with the title of administrator who has the authority to make some decisions. Bullard said at this time we do not have someone in that position so we still need to address the Facebook page. He stated that we have our website to post things that need to be posted. O’Brien said he would want it back in the future when we have someone.

RESOLUTION 18-07-18 APPROVE DISCONTINUING THE USE OF A TOWNSHIP SPONSORED FACEBOOK PAGE UNTIL FURTHER NOTICE

Motion: D’Amico
Second: O’Brien
Vote: O’Brien yes, D’Amico yes and Bullard yes

Bullard discussed a grant that was available for diesel motors and said our old JD tractor and old International truck could potentially qualify. He will check into it some more.

BERLIN TOWNSHIP TRUSTEES

7:00 p.m. Trustee Meeting July 9, 18

Dustin Kent with the Health Department gave an update.

D’Amico said he was at the meeting were they assigned Rippel zoning inspector duties and Bullard said they gave her the authority to sign as zoning inspector after D’Amico had reviewed it and initialed it. He asked if they want to continue to do this as the email from Robert said they could give her full authority.

RESOLUTION 18-07-19 APPROVE RECESSING TO EXECUTIVE SESSION FOR THE PURPOSE OF HIRING A PUBLIC OFFICIAL OR EMPLOYEE AND FOR DISCUSSING COMPENSATION-THREE TRUSTEES AND FISCAL OFFICER TO ATTEND-10:17 P.M.

Motion: D’Amico
Second: O’Brien
Vote: Bullard yes, O’Brien yes and D’Amico yes

RESOLUTION 18-07-20 RETURN TO REGULAR SESSION AT 11:15 P.M.

Motion: O’Brien
Second: Bullard
Vote: Bullard yes, O’Brien yes and D’Amico yes

Bullard said we meet in executive session and no decision were made, no actions were taken.

RESOLUTION 18-07-21 MOTION TO ADJOURN

Motion: Bullard
Second: O’Brien
Vote: O’Brien yes, D’Amico yes and Bullard yes

Meeting adjourned by Chairman Bullard at 11:16 P.m.

Ron Bullard, Trustee

ATTEST: _____
Ken O’Brien, Trustee

Claudia Smith, Fiscal Officer

Tom D’Amico, Trustee