

Minutes of the Board of Licking Township Trustees, Regular Meeting held at Licking Township Fire Station #600 at 7:30p.m., on 12/16/24.

Mr. Holman called the meeting to order with the following members present: John Holman, John Cormican, Dave Miller, & Andrea Lynch.

Others Present: Keith Baldwin; Bob Hansberger; Paul Matthews; Daniel Guerin; Krista Guerin; Edna Latham; Holly Mattei; Kyle Weekly; Christopher Powell; Dave Moraine.

The Pledge of Allegiance was recited.

The meeting was not recorded

Guest: Holly Mattei Crossroads Community Planning & Development, LLC presented a contract proposal for Crossroads Community Planning & Development to consult and assist LTWP with creating zoning overlay districts for a contract total of \$22,700.00. Ms. Mattei presented detailed information regarding ORC 519.021, township options, and various components of drafting overlay districts. Ms. Mattei briefly explained TIFs, JEDs, and NCAs. A discussion among all in attendance was had.

Mr. Miller made a motion to approve the following:

RESOLUTION ARPA FUNDS - ZONING #12-16-2024

BE IT RESOLVED by the Township Trustees of Licking Township, Licking County, Ohio, and

Whereas, The Township has received distributions of monies (the "ARPA funds") from the American Rescue Plan Act of 2021 ("ARPA" or the "Act"); and

In Accordance with, the Coronavirus State & Local Fiscal Recovery Funds FAQ dated 07/27/22, the Township Trustees of Licking Township, Licking County, Ohio passed Licking Township Resolution #08-15-2022 which authorized expenditures from American Rescue Plan Act Fund as per the following:

- 1) The Township elected to use the standard allowance and its presumption of revenue loss due to the public health emergency and to use the amount authorized herein to fund government services

- 2) The Project(s) were authorized and shall be paid for from the ARPA Funds in the amount of/an amount not to exceed : total allocation

3) The Project(s) described serve the objectives of the Act by providing services traditionally provided by a government, namely:

- Fire and Emergency medical services/equipment
- Road repair; maintenance and other transportation and safety services
- Other - Zoning/Consultation/Professional Fees (i.e. consulting fees legal fees, etc.)

4) Accordingly, the Project(s) are in the best interest of the Township and are deemed priority for the community.

5) No obligations paid under the authority of this Resolution were incurred prior to March 3, 2021.

As such, the Licking Township Board of Trustees authorize the Fiscal Officer to allocate APRA Funds totaling \$22,700.00 for the contract with Crossroads Community Planning, LLC entered into by Licking Township on 12-16-24 for Zoning Consultation Services for a zoning overlay with the balance of ARPA Funds of \$7178.57 to be allocated towards the 2/19/24 contract with Crossroads Community Planning LLC for a new comprehensive plan (contract total \$35,000).

Mr. Cormican seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

Records Commission Minutes were read, approved, and signed by the Records Commission Members.

Regular Meeting Minutes were read, 1 correction noted, and approved, and signed by the Trustees.

Mr. Miller made a motion to approve expenditures totaling \$37,824.38

Mr. Cormican seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes.

There are funds on hand or in the process of collection to pay the attached listed bills. _____, Fiscal Officer.

The Fiscal Officer distributed the AUP report from Julian & Grube. A discussion took place. The LTWP Board of Trustees waived a post-audit discussion. Mr. Holman and Mrs. Lynch signed the post-audit waiver and will forward to the auditor.

Mr. Holman complimented the Fiscal Officer on a good audit and for her efforts. Mr. Cormican and Mr. Miller concurred.

CORRESPONDENCE:

- 1) Adams Brothers 2025 rate sheet
- 2) United Aggregates 2025 rate sheet
- 3) Letter from Troy Dunlap - complaint regarding 269 Overdrive
- 4) Letter PNB increasing LTFC Visa limit to \$22,500.

Mrs. Lynch stated that she has returned the PNB letter to Fire Chief Wilson and Fire Chief Weekly to request that the credit limit remain at \$17,500. The Board concurred.

A discussion took place regarding the 2025 Organizational & Regular Business meeting to be slated for 1/6/25 @ 6:30 p.m. The Board requested that the Fiscal Officer advertise the meeting.

Chief Weekly presented one application for consideration. A discussion took place.

Mr. Holman made a motion authorizing Chief Weekly to hire Brandon Thompson as part-time probationary FFII - EMT Basic effective immediately.

Mr. Miller seconded the motion.

Roll Call: Holman, yes; Miller, yes; Cormican, yes.

Chief Weekly presented the following:

- EMS Grant received for \$1300.00
- Summit Fire & Apparatus said chassis is in and ready for install. Mrs. Lynch is working with the OTARMA PERSO adjuster for payment to be sent to vendor directly.
- Electric to generator & drywall repairs completed.
- Grass truck oil change completed.

Chief Weekly requested consideration for re-painting the box on the 2002 fire truck that is being rebuilt by Summit Fire & Apparatus. The expense is not a part of the accident claim but rather corrosion due to age. A discussion took place.

Mr. Holman made a motion authorizing Chief Weekly to spend \$8758.00 to re-paint the truck as discussed.

Mr. Miller seconded the motion.

Roll Call: Miller, yes; Cormican, yes; Holman, yes.

EMS Soft Billing pricing packet distributed to the Board. A discussion took place.

Mr. Cormican made a motion to accept the 2025 increased EMS Soft billing prices effective 01/01/25 as follows:

A0425	Mileage	\$26.37
A0429	BLS	\$725.04
A0427	ALS	\$856.87
A0433	ALS2	\$1186.44

Mr. Miller seconded

Roll Call: Miller, yes; Holman, yes; Cormican, yes.

Chief Weekly presented the 2025 Bowling Green Township Contract.

Mr. Holman moved to accept the 2025 Bowling Green Township Fire & EMS agreement as presented:

Fire & EMS Agreement

The Board of Bowling Green Township Trustees

And

The Board of Licking Township Trustees

Whereas, the Board of Bowling Green Township Trustees, Licking County, Ohio ("Bowling Green Township") wishes to provide fire protection services and emergency medical services for the residents of Bowling Green Township, Licking County, Ohio; and,

Whereas, Bowling Green Township does not operate township fire protection services or emergency medical services; and,

Whereas, Bowling Green Township is authorized, pursuant to R.C. 9.60 (C) and R.C. 505.44, to contract with another governmental entity to obtain fire protection services and emergency medical services as appropriate; and,

Whereas, the Board of Licking Township Trustees, Licking County, Ohio, by and through the Licking Township Fire Company ("Licking Township") operates firefighting protection services and emergency medical services.

Now, therefore, in consideration of the mutual promises contained herein and in accordance with Bowling Green Township Resolution No. _____ and Licking Township Resolution No. LTWP 12-16-24 , Bowling Green Township and Licking Township agree as follows:

SERVICES

- A. Licking Township agrees to furnish, to Bowling Green Township, fire protection services and emergency medical services, equipment and apparatus with personnel sufficient to operate such equipment.
- B. Said services to be provided for the benefit of Bowling Green Township shall be provided to that portion of Bowling Green Township that is identified on Exhibit "A" attached hereto, except for mutual aid. The above described area to be serviced shall be the "primary service area". The parties acknowledge that with the present 911 system, that the Licking Township Fire Company will be dispatched as the primary department in the primary service area, but may also be dispatched in other areas under mutual aid.
- C. Both parties mutually agree that preventing the loss of life shall take precedence over the prevention of the loss of property.

- D. Both parties agree that Licking Township shall have the sole authority to exercise its discretion within the guidelines set forth above.

TERM

This Agreement shall be effective as of the 1st day of January 2025, and shall expire on the 31st day of December 2025.

CONSIDERATION

Bowling Green Township agrees to pay Licking Township the sum of \$70,000 for the duration of the contract period, the same being payable in two (2) equal installments per contract year, which shall be due and payable to Licking Township within thirty (30) days of the semi-annual tax revenue disbursement from the Licking County Treasurer's Office to Bowling Green Township.

Any excess tax revenue received by Bowling Green Township shall be retained by Bowling Green Township

MISCELLANEOUS

- A. Inspections: The Licking Township Fire Inspector/Fire Safety Officer shall be responsible for conducting all fire and safety inspections within the primary service area attached hereto and incorporated herein as Exhibit A. Licking Township shall be entitled to bill for any and all inspections conducted within the primary service area pursuant to the inspection fee schedule attached hereto and incorporated herein as Exhibit B
- B. Reports: The Licking Township Fire Chief shall provide, if requested by Bowling Green Township, a quarterly activity report for Fire and EMS runs/calls within the primary service area. This report shall include a fire prevention report, including all fire and safety inspections and/or visits, pre-fire planning and fire prevention education, provided or given to the citizens and businesses of Bowling Green Township.
- C. Training: If requested by Bowling Green Township, the Licking Township Fire Chief shall provide Bowling Green Township with sufficient records documenting the annual training exercises completed by Licking Township Fire Company personnel by December 31st of each contract year.

INSURANCE

- A. It is further agreed that Licking Township shall be responsible for any and all liability, claims, losses or damages arising out of the performance of its duties under this Agreement.
- B. If requested by Bowling Green Township, Licking Township shall provide a copy of all insurance policies that it maintains on its fire equipment and facilities to Bowling Green Township by March 1st of each contract year.

TERMINATION

This Agreement may be terminated by either party upon 90 (ninety) days written notice by ordinary U.S. mail. Should this Agreement be terminated, then the payment for Fire and EMS services provided herein shall be prorated to the effective date of the termination on the basis of the number of days in the calendar year.

NOTICES

Any notice of or other communication required under this Agreement shall be deemed to have been given to each Party if sent via regular U.S. Mail to the following addresses:

As to Bowling Green Township:	Bowling Green Township Fiscal Officer 11779 Macks RD Glenford OH 43739
As to Licking Township:	Licking Township Fiscal Officer P.O. Box 222 Jacksontown, OH 43030

Either Party may, from time to time, change the address at which any notice or other communication is to be delivered or mailed, by giving the other Party written notice of such change.

LAW AND VENUE

All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Licking County Common Pleas Court, Licking County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

If any term or provision of this Agreement or the application of such term or provision to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to any persons or circumstances other than those as to which it is held to be invalid or unenforceable, shall remain unaffected and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

MODIFICATION

No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by each party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement to become effective as of the 1st day of January 2025.

Mr. Cormican seconded the motion.

Roll Call: Cormican, yes; Holman, yes; Miller, yes

Mr. Cormican thanked Chief Weekly & LTFC committee for coordinating the retirement party for Fire Chief Wilson.

Zoning Inspector Dave Moraine gave the Zoning Report. There was 1 permit issued as follows:

- William & Virginia Prentice - Moon River - Garage

Mr. Moraine provided the following updates:

- 1) Prather complaint - reinspection complete. Good progress. Business vehicles will need moved. Will draft a follow-up letter.
- 2) O'Neill - violation letter not received to date. Vehicles have been shuffled around. Will draft a second letter to hand deliver.
- 3) Ridgely Tract Road complaint - letter from LTWP was signed for by statutory agent. LC Health Dept also sent a letter.
- 4) Joshua Smith complaint - complaint letter not signed for yet. Once returned will hand deliver
- 5) Dove Residence - communicated with owners via email including remediation expectations. Letter being drafted
- 6) Will begin complaint handling procedures for Hank Adkins 269 Over Drive complaint.
- 7) Couch on Route 40. Mr. Cormican will call ODOT and Mr. Moraine will contact property owner.
- 8) Kessler property - will need to re-address this matter
- 9) Variance hearing on 1-16-25 for Baldwin/Barna. Re-hear as additional variance for setback required due to error. Fee waived.

Public Comment: None

Mr. Miller made a motion to adjourn the meeting at 9:43p.m.
Mr. Cormican seconded the motion.
Roll Call: 3 ayes.

Attest

December 16, 2024