

**MEETING
UNION TOWNSHIP TRUSTEES
November 19, 2018**

Present: Charlie Prince, Trustee
John Slater, Trustee
Randy Weekly, Trustee
Jessica Slater, Fiscal Officer
Paula Greene, Administration
Dave Cable, Road Supervisor

Guests

Bill McWilliams, Granville Twp. Fire Chief Casey Curtis, Martha Cable, Curt H. Painter, Laney McLaughlin, Cory McLaughlin, John Black, Tonya Painter, Penny Slater, Jim Neel, John Able, William Kramer, Hebron Fire Chief Cliff Mason.

The Union Township Trustees met in regular session at 7:00 pm on November 19, 2018 at the Union Township Complex. Roll call showed the following trustees present: Trustee Charles Prince, Trustee John Slater, and Trustee Randy Weekly. Jessica Slater, Fiscal Officer, was present. Trustee Prince led the Pledge of Allegiance.

Minutes

The minutes from November 5, 2018 meetings, were reviewed. Mr. Weekly motioned to approve the minutes. Mr. Slater seconded the motion. Motion passed.

Bills

The Fiscal Officer certified that the money to pay the bills was in the treasury or the process of collection. There were no questions regarding the bills. Mr. Weekly moved to approve the bills. Mr. Slater seconded the motion. Motion passed.

Bank Reconciliation

The bank reconciliation dated October 31, 2018 meetings, were reviewed. Mr. Slater motioned to approve the bank reconciliation. Mr. Weekly seconded the motion. Motion passed.

Road and Bridge

MS4 Audit – Dave Cable reported the township successfully completed the MS4 Audit and planned to strengthen the MS4 water cleanup message through the township’s website. It is unknown when an MS4 Inspector will check the township garage.

Snow event – The new truck was utilized during the recent ice/snow event to treat the roads. With the addition of this truck Dave estimates a time savings of an hour and fifteen minutes on each route.

Administration

Zoning - The Board of Zoning appeals will hear two variance requests this week and there are additional variance and map amendment’s pending.

Website - The new web site continues to be under construction but with a new site name. The new website name is www.uniontownship-licking.com. New township emails are in the process of being activated.

Map Amendments- The trustees approved two map amendments during special zoning hearings held prior to the regular trustee meeting. Seth and Kristen Asman were granted RR4 zoning for their 8.6-acre parcel on Hallie Lane and Rozella Lees was granted RR3 zoning for a three- acre parcel on Canyon Road.

Guests

Church Building - John Black said he and a contractor should be allowed to inspect the church building prior to the Township's insurance company's building inspection. Paula said the Licking County Prosecutor's Office advised no one should enter the building until it has been inspected. Mr. Black asked how he can challenge the insurance company's decisions that they have not made yet. Mr. Black says there is money pledged to repair the building.

Fire

Fire Study Update - Dr. Kramer has completed half of the study and has met with the trustees prior to tonight's meeting. Dr. Kramer has identified six alternatives for fire/ems service which include Hebron, Granville Twp. Fire departments and a possible district.

Dr. Kramer's report of 2004 said an additional station would be needed in three years as the township's population was growing. Dr. Kramer's current study will include an assessment of equipment, staffing and personal in deciding a "blue print" for the future.

Dr. Kramer reported of 126,000 communities with 10,000 or fewer residents only 19,000 communities are covered by a fire department with on duty staff. Dr. Kramer feels Union Township and Granville are ahead of the average service given to communities of this size.

Mr. Prince said he sent a revised contract to Granville Twp. Trustees. There has been no response from Granville Twp. Trustees. Mr. Prince asked Chief Curtis if this was correct.

Chief Curtis agreed and asked if Mr. Prince had spoken with Austin Lecklider, Assistant Prosecutor, and Licking County Prosecutor's Office. Mr. Prince said Mr. Lecklider declined to discuss Union Township's position with Granville Twp. (Mr. Lecklider represents both townships). Mr. Prince discussed his minor revisions to the contract with Mr. Lecklider last week.

Chief Curtis said he sent Mr. Prince's contract to Mr. Lecklider for review. The Granville Township Trustees asked why there was a new contract and not a one-year addendum as the motion made and passed during the Union Township meeting was to continue the current contract and boundaries for an additional year. Chief Curtis asked Mr. Lecklider to contact the Union Trustees for a response.

Mr. Slater said he has four conversations, since the last meeting on this issue and is

confused there is a revised contract as the motion was to extend the contracts for one year. Mr. Slater said he did not understand how the contract came to be rewritten from the motion to continue the current contracts for one year as revising the contract was not discussed.

Mr. Slater said he contacted Mr. Lecklider on Tuesday, November 6, to instruct Mr. Lecklider to provide an addendum extending the current contracts for one year as that is what was agreed during the November 5 Union Twp. Trustee meeting.

Mr. Slater acknowledges the discussion regarding a joint resolution provided by Mr. Prince to meet with Hebron regarding the possibility of forming a Fire District was also held during the November 5 meeting.

Mr. Slater said he feels Granville should be given the contract extension as stated in the previous township meeting.

Mr. Prince said he believes the motion was to continue the current funding plan and boundaries. Mr. Prince said he submitted his proposed joint resolution with Hebron regarding the fire district to the Prosecutor's Office for review and had the Prosecutor's response with him.

Mr. Prince said he did not understand why there is an objection to making minor changes in the contract. Mr. Prince reviewed the changes he made to Granville's contract:

- 1) Revised the statement "the township is responsible for fire and EMS to the residents of Union Township" to "Fire and EMS services to the incorporated areas of Union Township."
- 2) Add "advanced life support" in front of "emergency medical services".
- 3) Payments terms of "four equal installments" to "Union Township shall make payment to Granville within 10 working days of Union Township's receipt of fire levy revenue from the Licking County Auditor."
- 4) Training records to be received by the township on December 31 to training records will be submitted to the Township in January and July.
- 5) Add "A list of all certified, full-time and part-time staff members, names and level of certification shall be provided in January 2019." (as reflected in the contract with Hebron Fire).
- 6) Discontinue the requirement of submitting copies of liability insurance coverage of equipment and buildings.
- 7) Allow EMS billing revenue funds to be spent on expenses that are permitted under state and federal regulations.

Mr. Prince said he did not understand why everyone is upset and opposes the changes as he believes he was just cleaning up the contract.

Mr. Slater said the motion was to extend the contracts and revenues as they are now and making changes to the contract was not discussed. Mr. Slater said Mr. Prince's changes make sense, however there was no discussion regarding any contract changes during the

previous meeting.

Mr. Prince said he believes the motion was to include his changes to the contracts.

Mr. Weekly said he based his “second” to the motion on what was by presented Mr. Prince and not the old (current) contract. Mr. Weekly said he was making a second to the new contract. Mr. Weekly said the new contract was sitting before him at the November 5 meeting.

Chief Curtis asked if the new contract had been written before the November 5 meeting. Mr. Prince said he sent the draft contract to both trustees. In his draft contract, revenue was split 50/50 to both departments and the remainder of the contract language remained unchanged.

Mr. Prince said after the motion to continue the contract funding and boundaries, he made the changes in the contract and forwarded the contract to Chief Curtis. Mr. Prince said he doesn't understand why we were discussing this.

Chief Curtis said Mr. Slater just explained the motion was made only to continue the current funding for a year. Chief Curtis said when he and Granville Trustee VanNess left the November 5 meeting, they understood the contract was to be extended and not rewritten. Chief Curtis said he was not expecting a new contract.

Mr. Prince said he received an email from Chief Curtis on Wednesday, November 7, which did not indicate there were any issues with the contract. Mr. Prince said if there was a problem with the contract Chief Curtis should have contacted him, before involving the Prosecutor's Office. Mr. Prince said he wants a contract that reflects reality.

Tonya Painter and Laney McLaughlin both stated they left the last meeting with the understanding Granville's contract would continue as it is now for one year.

Mr. Prince said he wasn't changing the contract.

Mrs. McLaughlin disagreed stating Mr. Prince just listed the changes he made to the contract he sent to Granville.

Mr. Prince said he didn't understand why he couldn't improve the contract allowing Granville to receive their money.

Mrs. McLaughlin said in business if a there is a change to an existing contract the change is addressed in an addendum and reviewed by an attorney before signing. Mrs. McLaughlin said the motion was made to continue the contract as it is currently and by Mr. Prince changing the contract, she felt Mr. Prince was doing a disservice to his constituents and was not being trustworthy.

Mr. Prince disagreed with Mrs. McLaughlin and referred to his email to November 7 email to Chief Curtis.

Mrs. McLaughlin said she was referring to the motion.

Mr. Prince read his email to Chief Curtis to the audience, which said he attached a draft proposal as approved by the Union Township Board which included additions and/or revisions and that the attached proposal had not been reviewed by the Prosecutor. Mr. Prince also said once the Granville Trustees had approved the proposal the document would be sent for review to the Prosecutor. Mr. Prince requested in his email that Granville Trustees respond by December 3. Mr. Prince said he believes there was no misrepresentation in the email, adding the changes in the contract benefited Granville Township.

Mrs. McLaughlin said the changes he made did not follow the motion made to continue the contract as it currently reads.

Mrs. Painter agreed with Mrs. McLaughlin adding at the end of the last meeting people believing the contract issue was resolved and now learn Mr. Prince changed the language of the contract.

Mr. Prince said he was making the contract better.

Curt Painter said improving the contract was not the issue, but adding language to the contract not approved by the board, is a problem. Granville did not receive the contract that was agreed to during the township meeting. Mr. Painter said Mr. Slater was correct when he said the motion was to continue the current service for one year. Mr. Painter suggested the trustees make a new motion with the correct language.

Mr. Prince said he emailed the contract he corrected to Chief Curtis the next day. Mr. Painter said people attending the meeting were not notified of any changes to the contract.

Martha Cable asked the minutes from the last meeting to be reviewed for the wording of the motion to see what was agreed upon.

Mr. Painter said the community is concerned with the legitimacy of what is being said and done and for the sake of the community the issues need to be clarified so there are no misunderstandings.

Mr. Slater read the motion from the November 5 Township meeting minutes which were read and approved at the beginning of tonight's meeting as "Mr. Slater moved to continue the current Fire and EMS contract for a period of one year with no change in boundaries. Mr. Weekly seconded the motion".

Mr. Prince said again, he failed to understand why there was a problem with the changes he made to the contract.

Mr. Slater said the changes Mr. Prince made were not included in the motion. Mr. Slater said the points he made were valid but were not part of the motion.

Mr. Prince said he still did not understand the issue of the changes he made to the contract.

Mr. Slater said any actions of the board must be approved by the board. The changes Mr. Prince made to the contract needed to be reviewed by both parties and approved by the Prosecutor. Mr. Slater felt the change in the contract creates a delay to signing the contract.

Mr. Weekly asked if Mr. Prince's draft was approved by the prosecutor. Mr. Prince said the contract had not been reviewed or approved by the Prosecutor prior to it being sent to Chief Curtis. Chief Curtis said he forwarded the contract to the Prosecutor's Office when he received it.

Mr. Weekly said he agreed to the changes in Mr. Prince's contract.

Members of the audience and Mr. Slater stated Mr. Slater's motion did not include Mr. Prince's changes.

Paula said the joint resolution with Hebron was the only document presented during the November 5 meeting.

Mr. Prince said he doesn't understand why minor changes could not be made to a contract he feels is illegal. His contract corrected oversites and improved the payment plans.

Dr. Kramer discussed the issues and recommended a new motion to continue the contract for one year with an addendum explaining the changes. Dr. Kramer feels everyone wants the right thing done.

Mr. Painter said he agreed with Dr. Kramer. Mr. Painter said he did not believe anyone disagreed with the changes, but everyone needed to be aware of the changes prior to implementing them.

Chief Curtis agreed the changes benefit everyone, but as Mr. Slater stated the contract he was received did not align with the motion. If the trustees agree to Mr. Prince's contract changes, he will present the contract to the Granville Trustees and the Prosecutor's Office.

Another discussion was held on Mr. Prince's proposal and the accounts of the November 5 meeting.

Mr. Weekly asked if Chief Curtis supported the changes. Chief Curtis said he believed he did and felt the changes would be favorable, but he received a new contract with changes and not an addendum as he was expecting.

Mr. Prince wanted everyone to agree to review the contract.

Chief Curtis asked that a new motion is made to this effect as the motion on record is to continue the contract as it is.

Mrs. Slater asked the payment time frame of ten days, be extended to allow her more time to process the funds.

Mr. Prince agreed to extend payments to be made within 15 days of the township receiving the funds but wanted the departments to receive the funds as soon as possible.

Mr. Weekly said he does not believe anyone disagrees with the changes.

Mr. Weekly made a motion to send the draft copy of the changes in the contract to both entities. Mr. Prince seconded adding both entities already have the draft contract. Mr. Prince said the draft contract was not meant to be a take it or leave it contract.

Paula reminded the board that new contracts need to be reviewed and approved by the Prosecutor's Office. It is unknown if the Prosecutor has approved the language in the draft copy as the draft contract language and the motion are not the same.

Mr. Prince said he explained the changes on Friday. Mr. Prince wanted to wait until both parties agreed to the contract before sending the contract to the Prosecutor's Office.

Mr. Weekly and Mr. Prince said they did not believe the Prosecutor would have an issue with the draft contract.

Mr. Slater said he did not have a problem with the draft contract, but Mr. Prince's contract was not was agreed to at the last meeting.

Mr. Prince said there is a difference of opinion on the matter. Mr. Weekly said he was looking at the draft contract when the motion was made.

Mr. Slater reminded the board of the motion on the table. Mr. Slater said he was in favor on an extension that included Mr. Prince's changes.

Mr. Prince suggested the Prosecutor's Office decide which format the revisions are to be made.

Mr. Slater asked to make this into motion.

Mr. Weekly amended the motion to request the Prosecutor's Office to review the draft contract as an addendum with the changes that have been identified to him or the revised contract. Mr. Prince seconded the motion. There being no further in discussion, motion carried.

Hebron Fire Chief Cliff Mason arrived at this time. Mr. Prince announced the Village of Hebron would be presenting the township with a proposed contract.

Other Business

The end of the year meeting date was discussed, and it was decided to hold a meeting on Thursday, December 27 at 7:00pm.

Mrs. Painter asked when Dr. Kramer's report would be ready and when it could be passed onto other community members. Dr. Kramer said it would be two or three weeks before the draft would be ready, but it would be up to the trustees to release the draft to the public.

Mr. Prince moved to go into executive session to discuss the McNamara issue, purchase of property and employee issue at 7:53pm. Mr. Weekly seconded.

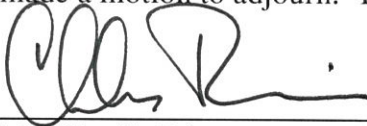
Returned to regular session at 8:35

Mr. Slater moved to revise the McNamara settlement. Mr. Weekly seconded the motion. Motion carried.

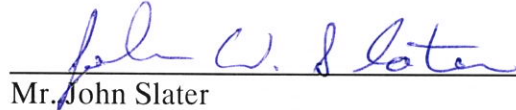
Mr. Slater moved to increase the hourly non-seasonal part-time road employees by \$2 per hour starting the first full pay period in December 2018.

The next scheduled meeting will be held on Monday, December 3, 2018 at 7:00 pm.

There being no further business, Mr. Prince asked for a motion to adjourn. Mr. Weekly made a motion to adjourn. The meeting adjourned at 8:39p.m.



Mr. Charlie Prince



Mr. John Slater



Mr. Randy Weekly



Jessica Slater

Fiscal Officer