

Trustee Regular Meeting – September 3, 2019

Chairman Becky Lutzko called the meeting of the Hinckley Township Board of Trustees to order at 6:31 p.m. on September 3, 2019. Present were Trustees Becky Lutzko, Jim Burns and Ray Schulte, Fiscal Officer Martha Catherwood, 24 residents and 2 reporters. All joined the Pledge to the Flag.

Ms. Lutzko noted that the meeting would not be taped since the Fiscal Officer has not needed the recordings to prepare past meeting minutes.

Ms. Lutzko made a motion to approve the minutes from the August 12, 2019, Special Meeting as written. Schulte second. Vote: B-yes, S-yes, BCL-yes.

Ms. Lutzko made a motion to approve the minutes from the August 21, 2019, Special Meeting as written. Schulte second. Vote: B-yes, S-yes, BCL-yes.

Ms. Lutzko made a motion to approve the minutes from the August 22, 2019, Special Meeting as written. Schulte second. Vote: B-yes, S-yes, BCL-yes.

Ms. Lutzko made a motion to approve the minutes from the August 22, 2019, Emergency Meeting as written. Schulte second. Vote: B-yes, S-yes, BCL-yes.

Ms. Lutzko made a motion to approve the minutes from the August 28, 2019, Regular Meeting as written. Schulte second. Vote: B-yes, S-yes, BCL-yes.

Ms. Lutzko made a motion to approve the minutes from the August 29, 2019, Emergency Meeting as written. Schulte second. Vote: B-yes, S-yes, BCL-yes.

POLICE DEPARTMENT

Ms. Lutzko made a motion to approve a Travel/Educational appropriation for Officer Stepka to attend Taser Instructor re-certification through TASER/AXON Law Enforcement Training on October 1, 2019 at a cost of \$495.00. Burns second. Vote: B-yes, S-yes, BCL-yes. Chief Centner explained that this training is good for two years and is required to meet the annual certification requirements by TASER International.

FIRE DEPARTMENT

Ms. Lutzko made a motion approving appropriations to **Fallsway Emergency Equipment** for the following:

- Emergency Repair to Engine-31 (braking system air leak) at a cost of \$174.00
- Emergency Repair to Tender-32 (air leak behind dashboard) at a cost of 1,234.64.
- Repair and Maintenance to Engine-31 (air dryer repair) at a cost of 1,083.00.
- Repair and Maintenance to Tender-32 (alternator) at a cost of \$803.00.

Total Cost is **\$3,303.64**. Burns second. Vote: B-yes, S-yes, BCL-yes

Chief Grossenbaugh informed the audience that the department's annual Touch-a-Truck event would be held on September 29, 2019. The Hinckley Firemen's Association hosts the event.

SERVICE DEPARTMENT

Road Superintendent Haigh informed the Trustees that the concrete replacement at Valley Brook Boulevard and David Drive, Laurie Lane and Galilee Oval were all on schedule. A test roll on Phase 1 at Valley Brook had been performed today, with the Phase 1 concrete pour to occur on Friday.

Ms. Lutzko asked Mr. Haigh about the status of having Kellogg Road striped. Mr. Haigh responded that he is awaiting a quote on the striping from AeroMark.

ZONING

Mr. Schulte informed the Trustees that the Township Board of Appeals has approved variances for the new Hinckley Elementary School and 1st Day School Supply Warehouse.

CEMETERY

Mr. Schulte indicated that he is awaiting a response from the State on the Cemetery grant submission.

TRUSTEES

Mr. Schulte stated that the Historical Society House project is on track, and on budget. The footer has been poured and the existing foundation looks in good shape.

Mr. Burns indicated that Otisco has given the Township the option of adding a sludge tank to the Administration/Police Department septic tank replacement project. An alternative is to contract with an Ohio NE Sewer District approved contractor to remove accumulated sludge. If the Trustees hires a contractor to remove the sludge, an agreement must be submitted to the Ohio NE Sewer District. Rick Verhotz is preparing a draft agreement for the Trustees to review. The Trustees decided that hiring a contractor to remove the sludge is a more economical option than adding a sludge tank to the project requirement.

Mr. Burns asked the Trustees to consider the creation of a non-union Crew Foreman position due to the resignation of Jason Hamlett. He feels that this position can serve as a crew leader, while also providing skilled labor .All the Trustees agreed that a candidate with experience in plowing, equipment operation and road maintenance is required, and it is necessary to create this position outside the current Service Workers Union to attract qualified candidates. Fiscal Officer Catherwood indicated that several years ago the Trustees created a Road Superintendent position outside the Union. It was agreed that Mr. Burns would contact the Township's labor attorney to make sure the Trustees actions did not violate the existing Service Union CBA.

Mr. Haigh provided the Trustees with a draft of a Crew Foreman job description for their review. Ms. Lutzko indicated she felt that this position should be an hourly position, Mr. Schulte and Mr. Burns agreed. Discussion ensued as to what the hourly wage should be for this position, Mr. Burn's suggested an amount comparable to what Mr. Hamlett was making prior to his resignation- approximately \$21.00 an hour. The Board agreed.

Mr. Burns made a motion to post a Crew Foreman position for the Service Department as outlined in the job description, as follows:

HINCKLEY SERVICE DEPARTMENT POSITION: CREW FOREMAN

JOB OVERVIEW:

The Crew Foreman will be responsible for leading a crew of 1-3 members of the Service Department to maintain all Roads, Parks, Township Owned Buildings, Cemeteries and Infrastructure maintained by Hinckley Township. The candidate will directly report to the Superintendent for daily job duties and tasks established by the Superintendent. The Crew Foreman may be asked to stand in while the Superintendent is off on leave for any reason.

QUALIFICATIONS:

Completion of secondary education (High school or G.E.D) 3 years plus experience in Street Maintenance, Building Maintenance, Storm Water Infrastructure, Heavy Equipment Operation, General equipment Maintenance and Construction Trades. Class A CDL required.

RESPONSIBILITIES & DUTIES:

- Daily morning meetings with the Superintendent and Crew- Discuss and organize the scope of work for the current work and discuss any questions.
- Snow and Ice Control.
- Roadside Mowing.
- Ditching.
- Storm water Infrastructure repairs/replacement.
- Ability to operate equipment efficiently and effectively.
- Basic Maintenance on equipment of all sizes and tools.
- Knowledge and understanding of road repairs.
- Knowledge and understanding of Building Maintenance.
- Ability to properly fill out paperwork as needed.
- Ability to properly document material usage.
- Ability to obtain quotes if necessary.
- Ability to work together with a crew safely and effectively.
- Ability to speak to the public while maintaining composure to effectively handle questions, concerns, or requests.
- Report any and all activity to the Superintendent.
- Report any disciplinary issues to the Superintendent.
- Report any accidents of employees, the public and equipment to the Superintendent.
- Train members of the crew as needed (Skills, Safety, Equipment Operation)
- On Call for Township Emergencies.

JOB TYPE: FULL TIME 40 hours, Mon-Fri 7:00am-3:00pm normal working hours. Overtime will be required.

PAY SCALE: Compensation based off experience.

This position is a non-union position with an hourly salary not to exceed \$21.17 an hour. Lutzko second. Vote: B-yes, S-yes, L-yes.

Mr. Schulte introduce Doug Krause, developer of The Trails of Redwood Falls. Mr. Krause informed the Trustees that a left turn lane into the development on Route 303 would be added in September.

He asked the Trustees to consider a previous request he had made, allowing a T stub for Phase 2, rather than a cul-de-sac, until Phase 3 begins. The Medina County Engineers Office cannot approve a T-stub without the Trustee's approval. He explained that the developers are facing a Medina County Engineers Office imposed deadline of November 15 in which to pour new concrete for any additional roadways. The third Phase of the development is tabled until a spring pour is allowed.

Mr. Krause indicated that, to address the Trustees' previously raised concerns about ensuring that a cul-de-sac is ultimately completed at the developers' cost, the developers have drawn up a Subdivision Security Agreement guaranteeing that if Phase 3 is not completed within three years from the date of the recorded plat, a Bond will be provided by the developers guaranteeing 110% of the estimated costs of completing the cul-de-sac. The Trustees agreed that the proposed Subdivision Security Agreement, as explained by Mr. Krause, which addresses their previous. Mr. Krause indicated he will provide the Trustees with a Draft of the Subdivision Security Agreement, he requested this topic be put on the September 17, Regular Trustee Meeting agenda.

Mr. Krause also asked the Trustees to contact the Medina County Engineers Office for their support in consideration of sidewalks being installed at The Trails of Redwood Falls subdivision. Fiscal Officer Catherwood asked who would

be responsible for the maintenance of the sidewalks if installed. Mr. Krause responded that the sidewalks would be the homeowner's responsibility, or if located in a Common Area, the responsibility of the Homeowner's Association.

Ms. Lutzko asked Assistant Medina County Prosecutor Dennis Paul the status of the contract negotiations with Kimble. Mr. Paul responded that his office has obtained a two-week extension with Kimble in order to gain the Trustee's consensus on several points. He reviewed the areas of concern with the Trustees as follows:

1. Mr. Paul stated that the concern raised by the Trustees as to increasing the 5% Opt-out allowance is problematic since Kimble has submitted their bid pricing based on an anticipated volume. Mr. Paul asked for a consensus from the Trustees on how to proceed on this point. In order to clear easily resolvable consensus items, Mr. Paul recommended moving on, reserving the opt-out percentage discussion to the end or another time. All agreed.
2. A Trustee consensus was reached as to requiring Kimble to provide a one-day pick up for solids and recyclables.
3. Mr. Paul confirmed that, based on the current contract language, it is his opinion that vacant rental units are not required to obtain service.
4. The Trustees had expressed a concern as to what assurances residents have that Kimble will not change their scheduled pick-up day. Mr. Paul confirmed his belief that the penalty provision within the contract addresses this concern.
5. The Trustees had raised a concern regarding pick-up times on Ridge and Center Roads during school hours and for confirmation that that contract permitted the Township to provide guidance on this issue. Mr. Paul indicated that if this were a safety concern, the contract permitted the Township to address such concerns within the Implementation Plan.
6. The Trustees agreed that Kimble's resubmitted contract language assures that residential waste containers will be returned to the place they originally were placed, and addresses their concerns as to waste containers being haphazardly relocated during the pick-up process
7. Ms. Lutzko indicated that the Kimble contract modification regarding avoiding animals from tearing into bags utilized by those residents choosing the Bag Service was addressed by Kimble's proposed contract language to allow one bag to be inserted in their own container to prevent animal destruction. Mr. Paul stressed, however, that this is a one-bag option only, and the bag must be easily lifted out of the container when picked-up.
8. At this time, the Trustees returned to the Opt-out provision language. Mr. Paul stated that it is his legal opinion that since the 5% Opt-out percentage was included in a legal bid, it must remain 5%. Mr. Burns replied that they do not know what the Opt-out percentage will be. Mr. Paul agreed that it is difficult to determine, he said that Montville Township originally did not include an opt-out in their bid. In that case, due to resident concerns, Kimble agreed to a 3% Montville Township Opt-out percentage. He added this is a different situation than revising a percentage written into a bid specification.

Ms. Biggins-Ramer stated that an Opt-out clause in single-hauler waste contracts is not the norm, and typically, contracts are let out for the entire community, with no one being permitted to opt-out. Ms. Lutzko asked Ms. Biggins-Ramer to remind the Trustees whether, besides Montville Township, she had any other information for any other communities' opt-out experience based on similar programs. Ms. Biggins-Ramer responded, she did not. Mr. Paul asked the Trustees to provide him a consensus on the Opt-out concern.

Mr. Burns suggested asking Kimble to adjust the 5% Opt-out allowance one percentage at a time, in return for a price adjustment. Ms. Lutzko replied that this doing so would risk potential litigation. Mr. Schulte feels that 5% is what was agreed upon initially and that percentage should remain. Ms. Lutzko asked Mr. Paul if he agreed that a change in the Opt-out percentage alone, without a price-adjustment might result in litigation. Mr. Paul responded that is a possibility, and that the Trustees could have increased that Opt-out percentage prior to the request for bids being released.

Mr. Burns suggested asking Kimble to adjust the 5% Opt-out allowance one percentage at a time. Ms. Lutzko replied that this option would result in potential litigation. Mr. Schulte feels that 5% is what was agreed upon initially and that percentage should remain. Ms. Lutzko asked Mr. Paul if he agreed that a change in the Opt-out percentage could possibly be litigated. Mr. Paul responded that is a possibility, the Trustees could have increased that Opt-out percentage at any time prior to the bid being released.

Ms. Lutzko and Mr. Burns would like to give the Opt-out provision additional thought. Mr. Paul indicated he would inform Kimble as to the consensus reached on all the other points.

FISCAL OFFICER

Mrs. Catherwood stated the fund balance is \$5,388,896.37.

FLOOR

Chairperson Lutzko opened the floor to the audience; she asked that comments be limited to no more than three minutes per participant.

Resident Jim McClintock stated that he had received the internals from the survey today after waiting almost two weeks. Fiscal Officer Catherwood replied that the Township had requested a review through the Medina County Prosecutors Office of Mr. McClintock's public record request, which included the IP addresses of survey participants. The office had approved the release the morning of the September 3 meeting and the information was released promptly via email to Mr. McClintock.

Mr. McClintock indicated that his preliminary review of the internals showed that approximately 18% of the survey respondents indicated that they intended to opt-out of the single-hauler waste system program. He added that it would have been beneficial if the Township had undertaken a more scientific survey process earlier.

Resident Ron Garapick asked the Trustees, at least a quorum, to reject all bids and let residents make their own decision as to whom their waste hauler will be.

Several other residents indicated their intention to opt-out of the single-hauler program; one resident asked the Trustees when specific opt-out information would be distributed to the residents. Ms. Lutzko responded that Kimble had submitted a draft Implementation Plan to the Trustees prior to the meeting (included within this Public Record). She provided copies of the same to interested residents. Kimble representative Don Johnson provided additional program-implementation information to the public, at Ms. Lutzko's request.

Resident Connie King cited the creation of a Hinckley Township Solid Waste District on November 20, 2018, she asked of the establishment of this District requires hiring employees and setting up offices. Ms. Lutzko responded that the Solid Waste District is the legal entity that allowed the Township to move forward on creating a bid document and soliciting bids for the single-hauler waste program, and does not require hiring employees or setting up offices.

Ms. Lutzko made a motion to pay the bills for **\$60,181.10**. Schulte second. Vote: B-yes, S-yes, BCL-yes.

There being no further discussion, Ms. Lutzko made a motion to adjourn at 8:22 p.m. Burns second. Vote: B-yes, S-yes, BCL-yes.

The Board reviewed and signed purchase orders, the August Bank Reconciliation and bills.

The minutes of the meeting were approved by:

Hinckley Township Implementation Plan
September 3, 2019

*Kimble History – LF – Canton – Twinsburg – CNG – Recycling – Liverpool

1. Very soon- Proof of Insurance- worker compensation certificate- Performance Bond – Contract will be given to Township
2. Very soon – Kimble will order – Trucks – Carts –notice given to vendors, order placed when contract is signed
3. Per Ohio Revised Code, Section 505.27, Exclusive contract with Hinckley Township and Kimble, Township will send letter to haulers explaining they need to cancel residential services effective January 31, 2020.
4. October 1, 2019- Kimble will develop mailer – Hinckley Township to approve
5. October 1, 2019- Kimble will need address list of residences from Hinckley Township
6. November 4, 2019 - Kimble will furnish the Township – Collection routes and days of collection.
7. December 1, 2019 – Kimble will find location to deliver carts by truck load - 660 carts SW - 880 carts recycling- Kimble property in Liverpool Township.
8. December 30, 2019– Kimble will send out mailer explaining - service guidelines- levels of service available – Resident selects service level – if no response - default to unlimited service
9. January 13, 2020- Kimble crews begin delivering carts – 3 trucks – serial # + address inventory – deliver by service route – Monday-Friday order of delivery
10. Carts delivered at curb – Request to not deliver carts? Notify Kimble after letter explaining options on service are received. Instructional use and service guidelines will be delivered with either the trash or recycling cart. On top of the lid for the recycling cart shows picture of recyclable materials accepted.
11. Twin Ops – Email for Township staff – operational issues – continued issues Don Johnson
12. Kimble Customer Service – Phone # for residents

Beky Chantel Deters

Quinn

Samuel Schultz

Martha Catherwood