

RECORD OF PROCEEDINGS

MINUTES OF THE

BOARD OF CANFIELD TOWNSHIP TRUSTEES

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Meeting held on March 13, 2018 at 7:00 PM.

Canfield Township Trustees met in regular session in the Canfield Township Hall on Tuesday, March 13, 2018 at 7:00pm. Chairman Governor opened the meeting with the Pledge of Allegiance. Attendance sheet is available upon request.

In as much as these meetings are recorded, these minutes are to provide information of the most salient points, and not intended to describe all conversations and testimony verbatim. Recording of the meetings are available for listening in the Township Hall, and a copy may be obtained upon request from the Fiscal Officer.

PUBLIC PRESENTATION

Chairman Governor recognized Mr. Daniel Neal of 4420 Abbey Road. Mr. Neal wants to change cable provider, but having problems due to the Armstrong Cable's franchise with the Township. Mr. Neal has written letters to the FCC and Armstrong Cable. He received a response from Armstrong advising that they currently hold a nonexclusive franchise to provide services to Canfield. He provided a *Vindicator* article from 2008 that discussed the 127th General Assembly SB117 that appears to prohibit Townships from entering into cable franchise agreements that restricts competition. The Board agrees that this information needs to be reviewed by the prosecutor's office, requesting Mr. Rogers to ask for an opinion.

Attendance Roll Call

Chairman Governor requested that Carmen I. Heasley, Fiscal Officer, call the attendance roll:

Mr. Paloski	present
Ms. Cartwright	present
Mr. Governor	present

MINUTES: Chairman Governor requested corrections or additions to the regular meeting minutes of February 13 and 27, 2018, special meeting minutes of February 9, 13 and 21, 2018. The minutes with suggested changes incorporated were accepted.

ADMINISTRATOR/ROAD SUPERINTENDENT REPORT: Mr. Rogers reported on the ABC Water District storm water fees that may be in place by August. Mr. Rogers reported that the next recycling meeting to be held on April 19 at 10am. He reviewed the fertilization and mowing contracts for the Community Park and provided low bidder information to the Board.

Mr. Rogers reviewed the Mercedes Storm Water Project that should go out for bid soon. Mr. Governor moved to accept the administrator/ road superintendent, public works and zoning reports as presented.

FISCAL OFFICER'S REPORT: Chairman Governor called on the Fiscal Officer, Carmen I. Heasley, to present the financials. The Fiscal Officer reviewed warrants and electronic payments. Mr. Governor moved to accept the financial report as presented.

NEW BUSINESS

RESOLUTION 2018-03-13-45

Township's Community Park Maintenance Contract

Ms. Cartwright moved to accept the best low qualified bid for the Township Community Park lawn mowing maintenance from Mahoning Valley Mowing for the area included in the bid package noted as Area #1 located on the South side of Herbert Road at a cost of 210.00 per cut. The total of the contract is not to exceed \$6,300. The Motion was seconded by Mr. Governor. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

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RESOLUTION 2018-03-13-46

Warrants & Electronic Payments

Mr. Governor moved to approve Warrants #12353 thru #12382 electronic payments 90-2018 thru 112-2018 as general & payroll obligations of the Township for a total amount of \$52,362.48. Mr. Paloski seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

RESOLUTION 2018-03-13-47

Mahoning County Recycling Electronics Collection Contract

Ms. Cartwright moved approve the following agreement. Mr. Paloski seconded the Motion.

THIS AGREEMENT entered into by and between the Mahoning County Board of Commissioners for the Mahoning County Solid Waste Management District (hereinafter "DISTRICT") and Canfield Township, (hereinafter "TOWNSHIP").

WHEREAS, the DISTRICT, under the provisions of Chapter 3734 of the Ohio Revised Code, may expend funds for local solid waste projects; and,

WHEREAS, one of the goals of the DISTRICT's Solid Waste Management Plan is to provide opportunities for management of electronic waste; and,

WHEREAS, the DISTRICT aims to facilitate Electronic Collection Events, wherein households are offered opportunities to turn in obsolete electronics for proper recycling and/or disposal; and,

WHEREAS, the objective of this AGREEMENT is to provide comprehensive, safe management for electronics that have reached the end of their usable life cycle and are encouraged from entering municipal solid waste landfills; and,

WHEREAS, the TOWNSHIP has been authorized, by Resolution of its governing body, to enter into an agreement with the DISTRICT and conduct a residential Electronics Collection Event.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

A. SCOPE OF SERVICES:

- A.1. The TOWNSHIP will secure qualified personnel or contractors to provide electronics collection, transportation and recycling. The TOWNSHIP will be responsible that its contractor be in full compliance with all applicable federal, state and local laws, rules and orders governing the shipment, disposal and recycling of such materials.
- A.2. To ensure environmental standards, the DISTRICT strongly urges that the TOWNSHIP utilize contractors that maintain ISO 14001, R2 and/or E-Stewards certifications or that partner with these businesses downstream.
- A.3. The DISTRICT shall cooperate with the TOWNSHIP in planning, organizing and publicizing its Electronics Collection Event. The TOWNSHIP shall have sole discretion in deciding locations to serve as collection sites, and shall make all necessary arrangements to secure satisfactory ingress and egress to such locations for event participants.
- A.4. The TOWNSHIP will provide personnel to oversee collection on all days and to assist with staging and recording of quantities.

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- A.5. The DISTRICT agrees to cooperate fully with the TOWNSHIP to minimize any safety risks during the TOWNSHIP's performance of the services provided hereunder, including, but not limited to, assuring that any employees or agents of the DISTRICT present at the collection site use appropriate personal protective equipment, follow restricted area rules, and follow appropriate handling procedures, as instructed by the TOWNSHIP.
- A.6. The TOWNSHIP may, from time to time as it deems appropriate, communicate specific requests to the DISTRICT concerning the performance of the work under this AGREEMENT. Upon such notice, the DISTRICT shall use its best efforts to fulfill such requests. These requests are for the sole purpose of performing the specific tasks necessary to ensure satisfactory completion of the work described in this AGREEMENT, and shall not be deemed to amend or alter this AGREEMENT or any part thereof.
- A.7. The DISTRICT and the TOWNSHIP may negotiate additional contract provisions mutually agreeable to both parties as long as such contract provisions do not affect the contract price.

B. CONTRACT PERIOD:

- B.1. This Agreement shall commence upon execution and terminate December 31, 2018, unless extended by written agreement of both parties before that date or otherwise terminated as provided herein.
- B.2. The Electronics Collection Event may occur at any time during the term of this AGREEMENT.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Upon completion of the Electronics Collection Event the DISTRICT will provide the TOWNSHIP payment in the amount of Seven Thousand, Five Hundred Dollars (\$7,500.00).
- C.2. This grant amount is to be utilized to supplement the TOWNSHIP's expense of hosting the Electronics Collection Event and to offset expenses to residents associated with the cost of recycling electronics, including but limited to CRT, LCD, LED and Plasma televisions and monitors.
- C.3. Promotions must include a DISTRICT funding credit.
- C.4. The TOWNSHIP will assume additional ancillary costs of its Electronics Collection Event including staffing, promotion, collection, and transportation of electronics to a recycling facility.
- C.5. Payments shall be issued upon receipt of an invoice from the TOWNSHIP.
- C.6. Invoice must contain a report of quantities of electronics collected either by count, weight or volume.

D. GENERAL PROVISIONS AND CONDITIONS:

- D.1. Required Approvals. The DISTRICT is not bound by this AGREEMENT until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Ohio laws and regulations.
- D.2. Modification and Amendment. This AGREEMENT may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base AGREEMENT and, depending upon the specifics of the AGREEMENT as amended, any additional officials required by Ohio laws and regulations.

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D.3. Termination for Convenience. At any time after execution of this AGREEMENT, either party may terminate the AGREEMENT, upon thirty (30) days written notification to the other party.

D.4. Termination for Cause. The DISTRICT reserves the right to terminate this contract if:

- (a) The TOWNSHIP fails to provide reasonable information, pursuant to this agreement, as requested;
- (b) The TOWNSHIP so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms;
- (c) If the TOWNSHIP fails to comply with any of the material terms and conditions of this AGREEMENT. Such termination shall become effective if the TOWNSHIP does not cure such failure within a period of ten (10) days after written notice of default by the DISTRICT.
- (d) There is a material breach of this agreement.

D.5. Duties Upon Termination.

- (a) The DISTRICT shall reimburse the TOWNSHIP for expenditures incurred and for any non-cancellable obligations properly incurred by the TOWNSHIP prior to termination;
- (b) The TOWNSHIP shall not incur any new obligations, and make a good faith effort to cancel as many outstanding obligations as possible that may be cancelled without any penalty;
- (c) The DISTRICT shall return any and all documents or other materials that are the property of the TOWNSHIP;
- (d) The TOWNSHIP shall return any and all documents or other materials that are the property of the DISTRICT;
- (e) Such compensation will be the TOWNSHIP's exclusive remedy in the case of termination and will be available to the TOWNSHIP only after the TOWNSHIP has submitted a proper invoice for such.

D.6. Subcontracting. The TOWNSHIP shall be solely liable and responsible for the acquisition and all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder. If such subcontracts are utilized, each shall contain, at a minimum, sections of this AGREEMENT below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the TOWNSHIP shall be the prime contract and shall be responsible for all work performed.

D.7. Conflicts of Interest. The TOWNSHIP warrants that no amount shall be paid directly or indirectly to an employee or official of Mahoning County as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the TOWNSHIP in connection with any work contemplated or performed relative to this AGREEMENT.

D.8. Nondiscrimination. There shall be no discrimination exercised against any citizen in the employment of labor, whether skilled or unskilled, under the AGREEMENT; such discrimination shall be deemed to be a material breach of the AGREEMENT. The TOWNSHIP shall subscribe to and comply with the County's Equal Employment Opportunity Policy.

D.9. Records. The TOWNSHIP shall maintain documentation of services rendered under this AGREEMENT. The books, records and documents of the TOWNSHIP, insofar as they relate to work performed under this AGREEMENT, shall be maintained for a period of three (3) full

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years from the final date of this AGREEMENT and shall be subject to audit, at any reasonable time and upon reasonable notice, by the DISTRICT.

- D.10. Monitoring. The TOWNSHIP's activities conducted and records maintained pursuant to this AGREEMENT shall be subject to monitoring and evaluation by the DISTRICT.
- D.11. No Waiver. Failure by any party to this AGREEMENT to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this AGREEMENT shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this AGREEMENT shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The relationship created by this AGREEMENT is that of independent contractor. Nothing in this AGREEMENT shall be construed to be inconsistent with this relationship. Agents or employees of the TOWNSHIP do not have employee status with the DISTRICT and the DISTRICT shall not be liable under the Workers' Compensation Act for any injuries that agents or employees of the TOWNSHIP or sub-contractors under the TOWNSHIP agreements may sustain within its scope of services to the DISTRICT.
- D.13. District Liability. The DISTRICT shall have no liability except as specifically provided in this AGREEMENT.
- D.14. Force Majeure. The obligations of the parties to this AGREEMENT are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.15. State and Federal Compliance. This AGREEMENT is subject to all applicable federal, state, and local laws and regulations.
- D.16. Completeness. This AGREEMENT is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties'. This AGREEMENT supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.17. Severability. If any terms and conditions of this AGREEMENT are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this AGREEMENT are declared severable.

D.18. This AGREEMENT shall be executed in duplicate, each of which will be deemed an original.

Roll Call: Mr. Paloski, yes; Ms. Cartwright; yes; Mr. Governor, yes. Motion carried 3 to 0. The Board signed the agreement.

Trustees Comments: Ms. Cartwright reported on the possible third ambulance that maybe purchased by the Cardinal Joint Fire District.

Mr. Paloski praised the Public Works Department for a job well done during the snow storms.

Next Meeting Dates: The Board will hold their regular meetings on March 27 and April 10 at 7pm. A special budget hearing meeting was set for Wednesday, March 21 at 8:30am. A quarterly Public Works Department meeting will be held on April 13 at 8:30am to 9:30am.

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ADJOURNMENT

With no further business before the Board, the Chairman Governor adjourned the meeting at 8:22pm.

Mr. Brian W. Governor, Chairman

Mr. Joseph N. Paloski, Vice-Chairman

Ms. Marie Izzo Cartwright, Trustee

Ms. Carmen I. Heasley, Fiscal Officer