

# RECORD OF PROCEEDINGS

MINUTES OF THE

## BOARD OF CANFIELD TOWNSHIP TRUSTEES

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Meeting held on March 27, 2018 at 7:00 PM.

Canfield Township Trustees met in regular session in the Canfield Township Hall on Tuesday, March 27, 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 maybe obtained upon request from the Fiscal Officer.*

### 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 tabled minutes until the next meeting.

**ADMINISTRATOR/ROAD SUPERINTENDENT REPORT:** Mr. Rogers reported that the prosecutor is available to attend the meeting of April 10 at 6pm. A letter to the residents of Pebble Beach is preferred. Ms. Cartwright made suggestions and will help Mr. Rogers with the letter. Mr. Rogers will discuss whether or not to advertise the meeting with the prosecutor.

He discussed information he compiled for the upcoming paving program and is working on a spreadsheet that will be emailed out in the next couple of days. The lower end of Gibson Road was discussed.

Mr. Governor noted a complaint concerning the new 25mph signs posted in the Cloisters. Some residents do not like them in their yards, complaining the signs are too high and do not like the appearance of them. Mr. Rogers noted that the Township is following the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) that is mandatory when installing signs and reported that Township signs comply with state requirements. Also, Mr. Rogers reported that when the weather breaks, the crew will start to repair the berms the snowplows damaged.

Mr. Governor reported on the meeting held between Fireproof, a company specializing in record retention, and the Township's administrative assistant, Mrs. Williams; zoning inspector, Mrs. DeCapua; fiscal officer, Ms. Heasley and him. He advised the Board that they will receive an invitation to view the process via a webinar and suggestions will be forthcoming.

Ms. Cartwright asked about the old Do Cut lot. Mr. Rogers explained in detail what has been going on at that location. 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, electronic payments and purchase orders. She also reviewed the final permanent budget changes. The Board agreed to start adjusting the budget and limit spending over the next couple of months to see where we stand on a quarterly base. Mr. Governor moved to accept the financial report as presented.

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### NEW BUSINESS

#### RESOLUTION 2018-03-27-48

##### 2018 Permanent Budget

Ms. Cartwright moved to approve the 2018 permanent budget; anticipated total revenue of \$2,139,124.15 with year-end balances of \$4,405,375.87 for a total of \$6,544,500.02. Total anticipated appropriations of \$2,441,080.70. Mr. Governor seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

#### RESOLUTION 2018-03-27-49

##### Purchase Order

Mr. Paloski moved to approve the Then and Now purchase order # PO 11-2018 for a total of \$2,547.59. Mr. Governor seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

#### RESOLUTION 2018-03-27-50

##### Township's Community Park Fertilization Contract

Mr. Governor moved to accept the best low qualified bid for the fertilization maintenance from Cross Brothers Landscaping, LLC for \$550.00 per treatment for the Township Community Park located on the South side of Herbert Road for the year 2018. The Fertilization contract reads three applications for common areas plus two applications of all athletic fields for a total not to exceed \$2,750.00. The funds will come from the General Fund - Contracted Services (Park). Mr. Paloski seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

#### RESOLUTION 2018-03-27-51

##### Warrants & Electronic Payments

Mr. Governor moved to approve Warrants #12383 thru #12411 electronic payments 114-2018 thru 137-2018 as general & payroll obligations of the Township for a total amount of \$88,436.23. Mr. Paloski seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

#### RESOLUTION 2018-03-27-52

##### Soccer Club Garage Lease

Ms. Cartwright moved to enter into a lease agreement with the Canfield Soccer Club for the use of the garage portion of the multi-purpose building at the Township Park. The agreement reads as follows:

(A) Parties. This lease is between the Board of Canfield Township Trustees, 21 S. Broad Street, Canfield, Ohio 44406, Lessor, and Canfield Soccer Club, Inc., P.O. 73, Canfield, Ohio 44406, Lessee.

(B) Premises to be leased. Lessor hereby leases to Lessee the following premises: Unheated, interior garage space with approximate dimensions that are 23' x 15.5' located in the multi-purpose building at the Canfield Township Park on Herbert Road, Canfield Township, Ohio.

(C) Use of premises to be leased. Lessee shall use the premises in a careful, safe, proper, and lawful manner, solely for the following purposes: Storage of Soccer Field Equipment.

Lessee will not use or occupy the premises, or permit them to be used or occupied, for any purpose or activity not specified in this section, or for any unlawful purpose or activity. If any use or activity on the premises causes an increase in hazard insurance premiums on the building in which the premises are located, Lessee agrees to pay Lessor the amount of the increase as additional rent.

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(D) Term of lease.

(1) Original term. The term of this lease is twelve (12) months, or in the sole and absolute discretion of the Township, a shorter period of time as the public interest so requires. The term begins June 1, 2018, and ends May 31, 2019, or prior.

(E) Rent.

(1) Fixed rent. The fixed rent for the premises is \$1000.00 per year during the term of the lease payable on or before June 1, 2018.

(2) Location for payment of rent. All fixed rent shall be paid at Lessor's address given in section (A) or at such other address as Lessor may designate in writing.

(F) Construction.

(1) Leased premises. Lessee shall not cause any construction, improvements, alterations, or additions to be made.

(G) Signs. Lessee agrees not to erect any sign on the exterior of the premises

(H) Waste. Lessee will not commit or allow any waste on the premises.

(I) Utilities. No Utilities are included.

(J) Cleaning; snow removal; trash collection. Lessor shall adequately provide for janitorial services for the Township Park but not for the leased premises; cleaning all parking areas, service areas, and other common areas; landscape services; snow removal from all outdoor areas. Lessor shall also provide dumpsters or other suitable receptacles for the deposit of trash and garbage, and provide for regular collection from such receptacles. Lessee shall deposit all trash and garbage from the premises into such receptacles.

(K) Indemnity and insurance. Lessee will indemnify and save Lessor harmless against all claims for injury or damage to persons or property arising from the use or occupancy of the leased premises by Lessee.

Lessee agrees at its expense to maintain in force public liability insurance with minimum limits of \$1,000,000.00 per person per occurrence, and \$3,000,000.00 total per occurrence for personal injury, and \$3,000,000.00 total per occurrence for property damage. Any such policy shall name Lessor as an additional insured and shall provide that it may not be modified or terminated without at least ten days' notice by certified mail to Lessor. Memorandum copies of all insurance policies, or other suitable proof of insurance, shall be deposited with Lessor.

(L) Responsibility for personal property. All personal property on the leased premises is the sole responsibility and at the sole risk of Lessee.

(M) Business hours. Lessee agrees to that it shall only be granted access to the premises during Lessor's normal business hours.

(N) Destruction or appropriation of premises.

(1) Damage or destruction of premises. If the premises are damaged and become partially or totally unfit for occupancy, but can reasonably be repaired within three (3) months, the lease shall remain in effect and Lessor shall make repairs with all due speed. If repairs can reasonably be expected to require more than three (3) months, or if less than three (3) months remains in the original state at the time of the damage or destruction, either Lessor or Lessee may terminate the lease. If the parties elect to continue the lease, Lessor shall proceed to make repairs with all due speed, and the lease term shall be extended for an additional period equal to the time required for repairs and calculated to the nearest month. If the lease is continued in case of damage or destruction of the premises, the fixed rent shall not be abated.

(2) Eminent domain. In the event 50 % or more of the area of the leased premises is taken under a right of eminent domain, or if not more than three (3) months remain in the original or any renewal term when any part of the premises are taken under a right of eminent domain, either party may terminate the lease effective when actual possession is taken of the appropriated property. In all other cases in which part of

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the premises is appropriated, the lease shall remain in effect with respect to the remainder of the premises, and the fixed rent shall be abated accordingly.

Lessee relinquishes any right to an award of compensation or damages for a taking of any part of the premises under eminent domain and acknowledges that Lessor alone is entitled to any award of damages or compensation without deduction for any right, title, or interest of Lessee.

(O) Termination. This Lease may be terminated at any time in the sole and absolute discretion of the Township as the public interest so requires, and the fixed rent shall be prorated accordingly.

(P) Lessor's right of access. Lessor has access to the leased premises to inspect or to make alterations or repairs.

(Q) Vacation of premises. At the expiration or termination of this lease, Lessee shall surrender possession of the premises to Lessor, in as good order and condition as at commencement of the term, excepting ordinary wear and natural deterioration, and excepting any loss or damage by fire or other casualty covered by insurance.

(R) Default.

(1) What constitutes default by Lessee? Lessee is in default under this lease if: (a) any installment of rent is not paid (b) Lessee fails to perform any other provision or rectify any deficiency under this lease within five (5) days after written notice to Lessee of the breach; (c) Lessee vacates the premises during the term; (d) Lessee makes an assignment for the benefit of creditors, or is subjected to receivership; (e) Lessee's interest in the premises is subjected to execution, attachment, or other legal process; or (f) Lessee is adjudicated bankrupt in a voluntary or involuntary proceeding.

(2) Remedies of Lessor. If Lessee defaults, Lessor may enter and repossess the premises as if this lease had not been made, and the lease will thereby terminate without prejudice to Lessor's rights of action for past due rent, breach of covenant, present and prospective damages, or other cost or expense resulting from Lessee's default. For purposes of this section, the commencement of an action in forcible entry and detainer, ejectment, or similar action following default by Lessee is equivalent to an actual entry of the premises by Lessor.

(3) Waiver of default. The waiver by Lessor of any default by Lessee shall not constitute a waiver of any other default or of any subsequent default of the same or similar kind.

(S) No representations by Lessor. Except as expressly stated in this lease, Lessor and its agents have made no promises or representations respecting the leased premises or the building of which the premises are a part. The taking of possession of the premises is conclusive evidence that the premises are in good and satisfactory condition at the time of possession. Lessee has inspected the premises and acknowledges that Lessor has made no promises or representations respecting the leased premises or the building of which the premises are a part, and there is no express or implied warranty by Lessor with respect to the fitness of the premises for any particular use or purpose.

(T) Notices. As to Lessor: Board of Canfield Township Trustees at 21 S. Broad Street, Canfield, Ohio 44406. As to Lessee: Canfield Soccer Club at P.O. 73, Canfield, Ohio 44406

(U) Regulations. Lessor reserves the right to make reasonable regulations respecting the use of the premises, parking areas, service areas, and other common areas, to promote the best interests of the Lessor and for the health, safety, convenience, and welfare of the Lessor and its employees, customers, and invitees. Lessee agrees to abide by such regulations.

(V) Hold Harmless. Lessee shall indemnify, defend and hold Lessor harmless from any and all claims arising from Lessee's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Lessee in or about the Premises and shall further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the provisions of

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this Lease or arising from any act or omission of Lessee or any of its agents, contractors, employees or invitees and from any and all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or action or proceeding brought thereon. Lessee hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Lessee hereby waives all claims in respect thereof against Lessor.

(W) Severability. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(X) Assignment of lease. Lessee shall not assign this lease or sublet any part of the leased premises, and no purported assignment or subletting is valid without Lessor's express, written consent.

(Y) Lease binding on successors. This lease binds, and inures to the benefit of, the parties and their heirs, personal representatives, successors, and assigns.

(Z) Rights and Waivers. The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

(AA) Amendment to Agreement. This Agreement shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written agreement signed by the Parties.

(BB) Severability. In the event any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Mr. Paloski seconded the Motion. Discussion: Mr. Governor noted having two agreements from the Soccer Club. One is the restroom and one is the garage lease agreement. According to the prosecutor, a resolution is not required for the restroom agreement. The Chairman signed the two agreement during the meeting as provided by the prosecutor's office. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

### RESOLUTION 2018-03-27-53

#### Zoning Board of Appeals

Mr. Paloski moved to appoint Beth Levine to the Zoning Board of Appeals as the Alternate member, for a 5-year term. Mr. Governor seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

**Trustees Comments:** Mr. Governor reported attending the annual Mahoning County District Board of Health meeting. One topic discussed was septic tanks in Mahoning County. There are about sixteen thousand septic tanks in our county that will require a fee for annual testing beginning in 2020.

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

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Ms. Cartwright reviewed the time-line as it pertains to the proposed JEDD and Annexation. She reported receiving new documents from our attorney, but has not had time to review them.

**Next Meeting Dates:** The Board will hold their regular meetings on April 10 and April 24 at 7pm. The Board will meet for the quarterly Public Works Department meeting on April 13 at 8:30am to 9:30am. A special meeting with residents of Pebble Beach on April 10 at 6pm pending confirmation from the residents.

## **RESOLUTION 2018-03-27-54**

### **Executive Session:**

In accordance with ORC 121.22 Mr. Governor moved to adjourn into executive session at 8:13pm specifically for: G-1 Compensation of public employee(s). Mr. Paloski seconded the Motion. Roll Call: Mr. Paloski, yes; Ms. Cartwright, yes; Mr. Governor, yes. Motion carried 3 to 0.

Re-enter public meeting from Executive session at 8:19 pm

## **ADJOURNMENT**

With no further business before the Board, Chairman Governor adjourned the meeting at 8:20pm.

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Mr. Brian W. Governor, Chairman

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Mr. Joseph N. Paloski, Vice-Chairman

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Ms. Marie Izzo Cartwright, Trustee

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Ms. Carmen I. Heasley, Fiscal Officer