

AUSTINTOWN TOWNSHIP

MAHONING COUNTY, OHIO
82 OHLTOWN ROAD
AUSTINTOWN, OH 44515

REGULAR MEETING OF MAY 14, 2018

The Regular Meeting of the Board of Trustees of Austintown Township was held Monday, May 14, 2018, at Town Hall, 82 Ohl town Road, Austintown, Ohio.

The meeting opened at 4:00 P.M. with a salute to the flag led by Chairperson James Davis. Roll Call was as follows: Mr. Davis, present and Mr. Carano, present.

RESOLUTION #18-05-14-01: Motion by Mr. Carano to recess to executive session for the following:

- A. To consider the appointment, employment, discipline or compensation of public employees

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

RESOLUTION #18-05-14-02: Motion by Mr. Carano to reconvene from executive session at 5:30 P.M.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

RESOLUTION #18-05-14-03: Motion by Mr. Carano to adjourn at 5:35 P.M.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

The Regular Meeting resumed at 6:00 P.M.

Mr. Davis introduced the Board Members, Department Heads, and Sergeant at Arms.

RESOLUTION #18-05-14-04: Motion by Mr. Carano to approve the Minutes of the Regular Meeting April 23 and Special Meeting of May 7, 2018.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

Presentations of Proclamations were given to this year's Austintown Optimist poster contest winners on 'Respect for Law'.

Dale Basista gave a presentation on the Woodside Community Gardens project, talking about the accomplishments and goals.

Shannon Lehn talked about the Austintown Farmers' Market and its community events that will be starting on June 11th.

ADMINISTRATOR'S REPORT:

DEPARTMENT BUSINESS

ROAD DEPARTMENT AND CEMETERY

April 2018 Monthly report received.

~~RESOLUTION #18-05-14-05:~~ Motion by Mr. Carano to authorize participation in the ODOT Winter Contract (08-18) for Road Salt and requesting three thousand (3,000) tons of Road Salt for the period October 1, 2018 through April 30, 2019 – *see attached*

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

POLICE DEPARTMENT

April 2018 Monthly report received.

D.A.R.E. – School Officer - 'Safety Town'

FIRE DEPARTMENT

April 2018 Monthly report received.

Chief Frost announced that Capt. Ray Harnevious is retiring after 26 F-T years and 20 + P-T years with the department.

ZONING DEPARTMENT

April 2018 Monthly report received.

RESOLUTION #18-05-14-06: Motion by Mr. Carano to approve the following:

RESOLUTION

~~The Board of Trustees of Austintown Township, Mahoning County, Ohio, meeting on Monday, May 14, 2018, did adopt the following Resolution:~~

~~WHEREAS: The Board of Trustees of Austintown Township has determined that the following properties constitute a nuisance pursuant to Ohio Revised Code 505.87:~~

~~NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Austintown Township that the following properties constitute a nuisance and the property owners are hereby ORDERED to abate, control, or remove said nuisances:~~

~~4572 Aspen Drive
Parcel No. 48-109-0-068.000
High grass and weeds;~~

~~2535 Bainbridge Street
Parcel No. 48-004-0-090.000
High grass and weeds;~~

~~2914 Bainbridge Street
Parcel No. 48-002-0-170.000
High grass and weeds;~~

~~12 North Beverly Avenue
Parcel No. 48-011-0-032.000
High grass and weeds devil-stripe;~~

~~115 South Beverly Avenue
Parcel No. 48-011-0-052.000
High grass and weeds;~~

~~163 North Beverly Avenue
48-025-0-179.000
High grass and weeds;~~

~~236 North Beverly Avenue
Parcel No. 48-024-0-155.000
High grass and weeds;~~

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**4275 Burkey Road
Parcel No. 48-080-0-016.000
High grass and weeds;**

**4573 Burkey Road
Parcel No. 48-114-0-031.000
High grass and weeds;**

**4285 Burkey Road
Parcel No. 48-080-0-017.000
High grass and weeds with junk and debris in front of garage;**

**4605 Burkey Road
Parcel No. 48-114-0-035.000
High grass and weeds;**

**3838 Cannon Road
Parcel No. 48-007-0-191.000
High grass and weeds;**

**3840 Cannon Road
Parcel No. 48-007-0-190.000
High grass and weeds;**

**3974 Brandomyne Court
Parcel No. 48-074-0-138.000
High grass and weeds in rear yard;**

**4011 Burkey Road
Parcel No. 48-080-0-154.000
High grass and weeds;**

**75 Carnegie Avenue
Parcel No. 48-025-0-613.000
High grass and weeds;**

**209 Carnegie Avenue
Parcel No. 48-024-0-456.000
High grass and weeds;**

**221 Carnegie Avenue
Parcel No. 48-024-0-453.000
High grass and weeds;**

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**114 Country Green Drive
Parcel No. 48-092-0-028.000
High grass and weeds;**

**3959 Cumberland Drive
Parcel No. 48-080-0-138.000
High grass and weeds;**

**4824 Darbyshire Court
Parcel No. 48-069-0-006.110
High grass and weeds;**

**354 Dehoff Drive
Parcel No. 48-018-0-047.000
High grass and weeds;**

**489 South Edgehill Drive
Parcel No. 48-095-0-279.000
High grass and weeds;**

**495 South Edgehill
Parcel No. 48-095-0-280.000
High grass and weeds;**

**44 Evans Avenue
Parcel No. 48-027-0-194.000
High grass and weeds;**

**75 Evans Avenue
Parcel No. 48-027-0-235.000
High grass and weeds including junk and debris on south side of property;**

**2602 Frostwood Drive
Parcel No. 48-109-0-112.000
High grass and weeds;**

**90 Forest Hill Drive
Parcel No. 48-010-0-233.000
High grass and weeds;**

**251 Forest Hill Drive
Parcel No. 48-009-0-149.000
High grass and weeds;**

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**254 Forest Hill Drive
Parcel No. 48-009-0-162.000
High grass and weeds;**

**286 Forest Hill Drive
Parcel No. 48-009-0-156.000
High grass and weeds;**

**551 North Four Mile Run Road
Parcel No. 48-066-0-115.000
High grass and weeds; with junk and debris and a depression where above
ground pool was removed, filled with water;**

**3833 Huntmere Avenue
Parcel No. 48-009-0-031.000
High grass and weeds;**

**177 Idaho Road
Parcel No. 48-016-0-023.000
Junk and debris stored in exposed manner in rear yard;**

**4285 Kerrybrook Drive
Parcel No. 48-108-0-334.000
Used tires stored in an exposed manner in rear under a tarp;**

**5627 London Drive
Parcel No. 48-059-0-044.000
High grass and weeds;
A large tree split up center in unsafe condition damaged falling onto house;**

**5583 London Drive
Parcel No. 48-017-0-101.000
High grass and weeds;**

**3924 North Mahoning Avenue
Parcel No. 48-023-0-005.000
High grass and weeds;**

**4520 Mahoning Avenue
Parcel No. 48-026-0-053.000
High grass and weeds;**

**5192 Mahoning Avenue
Parcel No. 48-028-0-102.000
High grass and weeds;**

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**4806 Mahoning Avenue
Parcel No. 48-027-0-186.000
High grass and weeds;**

**128 North Main Street
Parcel No. 48-025-0-475.000
High grass and weeds;**

**181 North Main Street
Parcel No. 48-025-0-499.000
High grass and weeds;**

**233 North Main Street
Parcel No. 48-024-0-412.000
High grass and weeds;**

**702 North Meridian Road
Parcel No. 48-036-0-034.000
High grass and weeds, and piles of gravel, and junk and debris;**

**117 North Navarre Avenue
Parcel No. 48-023-0-242.000
Junk and debris stored in a exposed manner within the front and rear yards;**

**4604 New Road
Parcel No. 48-075-0-007.000
High grass and weeds;**

**693 Notre Dame Avenue
Parcel No. 48-110-0-087.000
High grass and weeds;**

**1242 Ohiotown Road
Parcel No. 48-045-0-001.010
Junk and debris stored in an exposed manner within the rear property,
including tools and equipment;**

**88 Parkgate Avenue
Parcel No. 48-011-0-364.000
High grass and weeds;**

**4344 Pembroke Road
Parcel No. 48-080-0-041.000
High grass and weeds;**

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**4301 Pembroke Road
Parcel No. 48-080-0-073.000
High grass and weeds;**

**1705 / 1743 South Raccoon Road
Parcel No. 48-108-0-005.000
Junk and debris behind dumpsters between fences;**

**265 South Raccoon Road
Parcel No. 48-012-0-007.000
High grass and weeds;**

**4985 East Radio Road
Parcel No. 48-032-0-109.000
High grass and weeds;**

**37 North Roanoke Avenue
Parcel No. 48-025-0-285.000
High grass and weeds;**

**707 Regal Drive
Parcel No. 48-081-0-054.000
High grass and weeds;**

**4942 Signature Circle
Parcel No. 48-097-0-255.000
High grass and weeds;**

**3909 Staatz Drive
Parcel No. 48-004-0-040.000
Junk and debris in rear yard;**

**1238 Victory Hill Lane
Parcel No. 48-081-0-003.230
High grass and weeds;**

**1268 Victory Hill Lane
Parcel No. 48-081-0-003.200
High grass and weeds;**

**4290 Wedgewood Drive
Parcel No. 48-104-0-010.000
High grass and weeds;**

**348 Westminster Avenue
Parcel No. 48-024-0-328.000
High grass and weeds;**

**1906 Woodgate Avenue
Parcel No. 48-134-0-047.000
Junk and debris on driveway and rear yard, including scrap wood from
demolished shed;**

If said nuisances is not abated, controlled or provision for its abatement, control, or removal is not made within SEVEN (7) DAYS from the below date of adoption, the BOARD OF TRUSTEES will provide for the abatement, control, or removal, and any expenses incurred-\$500 minimum-by the Board of Trustees in performing that task will be entered upon the tax duplicate and will be a lien upon the land from the date of entry.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

PARK DEPARTMENT

April 2018 Monthly report received.

Park Supervisor, Todd Shaffer commented on the following:

- **The Splash pad will open for the season on Friday May 25th at noon.**
- **Trash and Treasure event will be held in the Stacey's parking lot on Sunday May 27th from 9 - 3**
- **Rummage Sale on Saturday June 2nd from 9 - 1**
- **Free Concerts in the Park start Tuesday June 5th**

SENIOR CENTER

April 2018 Monthly report received.

Senior Center Director, Jim Henshaw commented on the following:

- **The Tea Party and Fashion Show held on May 5th, 2018 at 1:00 PM at the Center was sold out**
- **May 11th a presentation was given at the Center on Elder Abuse and Senior Fraud**

FISCAL OFFICER

RESOLUTION #18-05-14-07: Motion by Mr. Carano to Accept April's Reports submitted to Board for review:

- a. Fund Status
- b. Revenue Status
- c. Appropriation Status

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

NEW BUSINESS

RESOLUTION #18-05-14-08: Motion by Mr. Carano to approve Advance(s) from General Fund (1000) to:

\$100,000.00 to Communications (6002)

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

RESOLUTION #18-05-14-09: Motion by Mr. Carano to approve property lease agreement between the Mahoning County Board of Commissioners for the Mahoning County Solid Waste Management District and Austintown Township for \$15,000.00 and to authorize Michael Dockry to execute agreement. – *See attached agreement*

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

PUBLIC RESPONSE

OFF CAMERA: NONE

ON CAMERA:

Sam Swoger: 3449 Viall Rd.

- Congratulated the Optimist Winners
- Thanked Dept. Heads for their service
- Memorial Day Parade will start at 10:30 A.M. from Marc's to Fitch

Eric Newton: 5741 Norquest

- Questioned Trustees about empty seat

REMARKS FROM THE BOARD MEMBERS

FISCAL OFFICER LAURA L. WOLFE: Nothing to add

TRUSTEE KENNETH A. CARANO:

- Explained procedure for replacing Trustee Stauffer – decision has not yet been made
- Talked about the Police Levy – Invited everyone to Contact the Governor to release ‘Rainy Day’ funds. 614-466-3555

TRUSTEE JAMES C. DAVIS:

- Talked about Police Levy; and H. B. 920

RESOLUTION #18-05-14-10: Motion by Mr. Carano to recess to Executive Session at 7:20 P.M. for the following:

- a. To consider the appointment, employment, discipline, or compensation of public employees

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

RESOLUTION #18-05-14-11: Motion by Mr. Carano to reconvene from Executive Session at 8:25 P.M.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

RESOLUTION #18-05-14-12: Motion by Mr. Carano to accept the resignation of Officer Robert Hutch, effective April 30, 2018 per his filing for retirement with OPERS.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

RESOLUTION #18-05-14-13: Motion by Mr. Carano to accept Chief Frost’s recommendation to appoint Anthony J. Reda as a regular part-time paid firefighter/EMT of the Austintown Fire Department having completed his probationary period and education requirements.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

RESOLUTION #18-05-14-14: Motion by Mr. Carano to hire the following for the Summer Work Program 2018 to be paid at the Ohio minimum wage rate of \$8.30/hr.: Mark W. Camacci, J. Michael Long, Carolina Spalding, Blake Marcum, Jeremy Bates, and Kyle Sharisky.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes; and Mr. Carano, yes.

RESOLUTION #18-05-14-15: Motion by Mr. Carano to schedule a public hearing to be conducted by the Board of Trustees for final determination of Amendment 2018-01-Z on Monday, June 4, 2018 at 6:00 P.M., pursuant to the letter of certification dated April 27, 2018 from the Austintown Township Zoning Commission.

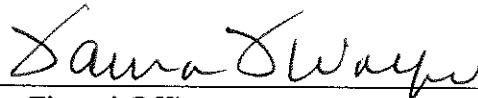
Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes and Mr. Davis, yes.

RESOLUTION #18-05-14-16: Motion by Mr. Carano to adjourn meeting at 8:30 P.M.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Davis, yes and Mr. Carano, yes.

This is to certify that the foregoing is an accurate record of the proceedings of the board of township trustees at its meeting held on the date listed above.

Date: 06-11-18



Fiscal Officer

Approved:



Chairperson Board of Trustees

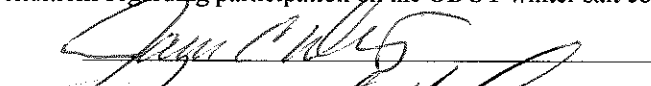
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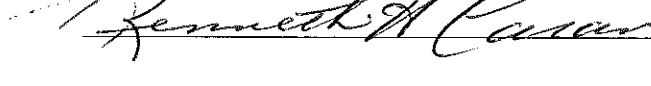
**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT WINTER CONTRACT (018-19) FOR ROAD SALT**

WHEREAS, the Austintown Township, Mahoning County (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-19) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of Three Thousand (3,000) tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2018 through April 30, 2019; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2018. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

 (Authorized Signature) 5/14/18 Approval Date

 (Authorized Signature) 5/14/18 Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

_____ (Authorized Signature) _____ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE
BY NO LATER THAN WEDNESDAY, MAY 18, 2018.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.

#18-05-14-09

RECEIVED
5.11.18

COPY

AGREEMENT

AUSTINTOWN TOWNSHIP :: PROPERTY LEASE AGREEMENT

THIS AGREEMENT entered into by and between the Mahoning County Board of Commissioners for the Mahoning County Solid Waste Management District (hereinafter "DISTRICT") and Austintown 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, the overall goal of the DISTRICT is to develop an integrated solid waste management system that will be implemented in an environmentally sound, technically feasible, cost effective and publicly acceptable manner; and

WHEREAS, the TOWNSHIP has made available to the DISTRICT space, and incidental services, for the accommodation of recycling drop-off containers; and

WHEREAS, the DISTRICT desires to lease said space and obtain said incidental services from the TOWNSHIP; and

WHEREAS, the objective of this AGREEMENT is to provide a public drop-off recycling center that will benefit both the TOWNSHIP and surrounding community; and

WHEREAS, the TOWNSHIP has been authorized by a Resolution of its governing body to enter into an AGREEMENT with the DISTRICT.

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 agrees to provide space for the location of commercial sized roll-off and front-load containers to be used as publicly available recycling drop-off centers.
- A.2. The TOWNSHIP will be responsible for the cleanliness and maintenance of the site. Cleanups requiring large scale efforts can be forwarded to the DISTRICT for additional resources. The location(s) and hours of service will be at the discretion of the TOWNSHIP.
- A.3. The TOWNSHIP will designate a Recycling Coordinator to oversee the day-to-day operations of the recycling center. Recycling Coordinators are required to attend two informational meetings per year usually in April and November.
- A.4. The TOWNSHIP shall notify the DISTRICT when the containers need additional servicing for the purpose of scheduling the container to have the recyclables emptied at the DISTRICT'S expense. Such notifications must be received by the DISTRICT no later than two o'clock PM for pulls within the next business day.

- A.5. The DISTRICT shall outline which recyclables are to be collected and the overall scale of the program. Available markets and budgets will usually determine the commodities scope.
- A.6. Damage incurred to the recycling center through normal use will be remediated through a combination of DISTRICT provided "site improvement funds" and TOWNSHIP cooperation. Funding will be dispersed on a priority bases.
- A.7. Damage incurred from hauling contractors will be addressed immediately upon notification.

B. CONTRACT PERIOD:

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.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. The DISTRICT will provide the TOWNSHIP financial assistance in the amount of Fifteen Thousand Dollars (\$15,000.00);
- C.2. Payment shall be released to the TOWNSHIP in one payment during August.

D. REPORTING

- D.1. The TOWNSHIP will provide quarterly reports to the DISTRICT of any weight of recyclables hauled to a recycling facility or otherwise reused by the TOWNSHIP other than those removed from the premises in the standard container.
- D.2. Reports of container weights and volumes collected will be compiled by the DISTRICT and included in the aggregate totals of the Drop-Off Recycling Program. These weights will be provided to the TOWNSHIP on an annual basis.

E. GENERAL PROVISIONS AND CONDITIONS:

- E.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.
- E.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.
- E.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.

E.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) The amount of contamination and subsequent disposal costs to the DISTRICT exceed \$450 in any 12 month period (subject to review).
- (d) There is a material breach of this AGREEMENT.

E.5. Duties Upon Termination.

- (a) The DISTRICT shall reimburse the TOWNSHIP for expenditures incurred and for any noncancellable 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.

E.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.

E.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.

- E.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.
- E.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 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.
- E.10. Monitoring. The TOWNSHIP's activities conducted and records maintained pursuant to this AGREEMENT shall be subject to monitoring and evaluation by the DISTRICT.
- E.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.
- E.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.
- E.13. District Liability. The DISTRICT shall have no liability except as specifically provided in this AGREEMENT.
- E.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.
- E.15. State and Federal Compliance. This AGREEMENT is subject to all applicable federal, state, and local laws and regulations.
- E.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.

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

IN WITNESS WHEREOF, the parties hereto have set their hands on the date as indicated.

MAHONING COUNTY

Mahoning County Commissioner

Mahoning County Commissioner

Mahoning County Commissioner

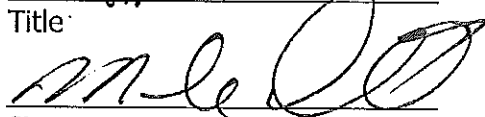
Date

AUSTINTOWN TOWNSHIP

(I, or We) have the authority to sign this agreement and do so in (my or our) respective capacities


Michael Dockery
Name Printed

Administrator
Title


Signature

14 May 2018
Date

APPROVED AS TO FORM:


Atty. Tim Tusek
Mahoning County Prosecutors Office
Date 11/27/18

Louis Vega, Director SWMD
Solid Waste Management District
Date _____