

# AUSTINTOWN TOWNSHIP

MAHONING COUNTY, OHIO  
82 OHLTOWN ROAD  
AUSTINTOWN, OH 44515

## REORGANIZATIONAL & REGULAR MEETING OF JANUARY 11, 2021

The Reorganizational & Regular Meeting of the Board of Trustees of Austintown Township was held Monday, January 11, 2021 at the Township Hall, 82 Ohltown Road, Austintown, Ohio.

### REORGANIZATIONAL MEETING MINUTES

2020 Chairman Jim Davis opened the meeting at 6:00 P.M. with a salute to the flag.

**RESOLUTION #21-01-11-01:** Motion by Mr. Davis to appoint Fiscal Officer Laura Wolfe as Chairman Pro-Tem.

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

Roll Call taken by Fiscal Officer, Laura Wolfe. Those present were: Mr. Carano, present; Mr. Kent, present; and Mr. Davis, present.

**RESOLUTION #21-01-11-02:** Fiscal Officer Laura Wolfe, acting as Chairperson Pro-Tem asked for nominations for Chairperson 2021. Mr. Carano made a motion to nominate Steve as Chairperson for 2021.

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

**RESOLUTION #21-01-11-03:** Fiscal Officer Laura L. Wolfe acting as Chairperson Pro-Tem asked for nominations for Vice-Chairperson 2021. Mr. Kent made a motion to nominate Ken Carano as Vice-Chairperson for 2021.

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

**RESOLUTION #21-01-11-04:** Motion Request by Fiscal Officer Laura Wolfe to set Regular Meeting Dates for 2021 (Last year: 2nd Monday at 6:00 P.M. at Town Hall and the 4th Monday at 6:00 P.M. at Town Hall. NOTE: The Second

Meeting in December will be on Tuesday December 28th at 6:00 P.M.). Mr. Carano made a motion to keep the same days and times for both the first and second meetings.

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

**RESOLUTION #21-01-11-05:** Motion request by Fiscal Officer Laura Wolfe to adjourn the Reorganizational Meeting and turn the meeting over to Chairperson Kent. So moved by Mr. Carano.

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

**RESOLUTION #21-01-11-06:** Motion request by Mr. Kent to reconvene into Regular Meeting. So moved by Mr. Carano.

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

## **REGULAR MEETING MINUTES**

Mr. Kent introduced the Board Members and Department Heads, and Sergeant of Arms.

**RESOLUTION #21-01-11-07:** Motion by Mr. Davis to approve the Minutes of the Regular Meeting of December 28, 2020 and Special Meeting of January 6, 2021.

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

Oath of Office given to New Police Officers Anna Mangan and Phillip Fusco by Fiscal Officer Laura Wolfe.

### **ADMINISTRATOR'S REPORT**

#### **DEPARTMENT BUSINESS**

##### **ROAD DEPARTMENT AND CEMETERY**

December 2020 Monthly report received.

##### **POLICE DEPARTMENT**

December 2020 Monthly report received.

**RESOLUTION #21-01-11-08:** Motion by Mr. Davis to approve the Dispatch Service Agreement Between Austintown Township and Jackson Township as stated in attached hereto.

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

## **FIRE DEPARTMENT**

December 2020 Monthly report received.

**RESOLUTION #21-01-11-09:** Motion by Mr. Carano to appoint Chief Frost the Township's representative for the Mahoning county HAZ-Mat Executive Board.

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

**RESOLUTION #21-01-11-10:** Motion by Mr. Davis to continue mutual aid agreement with the Youngstown Airbase and its Fire Department.

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

**RESOLUTION #21-01-11-11:** Motion by Mr. Carano to authorize Chief Frost to sign non-monetary mutual aid contracts as they are presented throughout the year.

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

**RESOLUTION #21-01-11-12:** Motion by Mr. Carano to continue the Mutual Aid Agreement with the Mahoning County HAZ-Mat Team. This contract includes a 10¢ cents per capita fee not to exceed \$4,000.00. The Mahoning County Commissioners match our 10¢ cents per capita.

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

**RESOLUTION #21-01-11-13:** Motion by Mr. Carano to continue township's membership with the Metro Arson Strike Force and to allow township employees to respond to incidents in other communities and during such responses shall be covered under the Township's Worker's Compensation coverage as a township employee within the scope of their employment and the Township Team Members who respond as members of the Metro Arson Strike Force agree to not pay and AFD agrees to pay the Township's annual membership of \$500.

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

### **ZONING DEPARTMENT**

December 2020 Monthly report received.

**RESOLUTION #21-01-11-14:** Motion by Mr. Davis to approve the following:

#### **RESOLUTION**

The **Board of Trustees of Austintown Township**, Mahoning County, Ohio, meeting on **Monday, January 11, 2021**, did adopt the following Resolution:

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

74 Vial Road

Parcel No. 48-015-0-016.000

A large amount of miscellaneous items, junk and debris including used tires, scrap metal, and a used

Appliance all to be removed.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Austintown Township that the above referenced properties constitute public nuisances and the property owners are hereby **ORDERED** to abate, control, or remove said nuisances. If said nuisances are not abated, controlled or provision for 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. Carano seconded the motion. Roll Call Vote: Mr. Carano, yes; Mr. Davis, yes; and Mr. Kent, yes.

### **PARK DEPARTMENT**

December 2020 Monthly report received.

### **SENIOR CENTER**

December 2020 Monthly report received.

**FISCAL OFFICER**

**RESOLUTION #21-01-11-15:** Motion by Mr. Carano to Accept December Reports submitted to Board for review:

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

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

**NEW BUSINESS**

**RESOLUTION #21-01-11-16:** Motion by Mr. Carano to approve reasonable and necessary expenses for 2021 Ohio Township Association conventions, seminars, MCTA and Regional Chamber's meetings and CLOUT meetings, State Auditor's and Bureau of Workers Compensation Seminars attended by Fiscal Officer, Trustees, and/or Administrator or their designee.

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

**RESOLUTION #21-01-11-17:** Motion by Mr. Davis to approve the following Employee Holidays:

New Year's Day	Friday	January 1, 2021
Martin Luther King	Monday	January 18, 2021
President's Day	Monday	February 15, 2021
Memorial Day	Monday	May 31, 2021
Fourth of July	Monday	July 5, 2021
Labor Day	Monday	September 6, 2021
Columbus Day	Monday	October 11, 2021*
Veteran's Day	Thursday	November 11, 2021
Thanksgiving Day	Thursday	November 25, 2021
Christmas Eve	Friday	December 24, 2021
Christmas Day Holiday	Friday	December 27, 2021**

\* Friday after Thanksgiving in lieu of Columbus Day Off

\*\*Saturday December 25<sup>th</sup> is the holiday for Dispatch, Police Patrol and Fire Crew

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

**RESOLUTION #21-01-11-18:** Motion by Mr. Carano to set date and time of HALLOWEEN for Sunday, October 31, 2020 from 5:30 p.m. – 7:30 p.m.

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

### **PUBLIC RESPONSE**

**OFF CAMERA: NONE**

**ON CAMERA:**

Eric Newton – 5741 Norquest Blvd

- Question on vaccines at the Senior Center

### **REMARKS FROM THE BOARD MEMBERS**

**FISCAL OFFICER LAURA L. WOLFE:** Had nothing to add

**TRUSTEE KENNETH A. CARANO:**

- Applications online at the Mahoning County Board of Health to register for the vaccine

**TRUSTEE JAMES C. DAVIS:**

- Condolences to family of Joe O'Loughlin

**TRUSTEE STEVE KENT:**

- Commented on the new Police hires

**RESOLUTION #21-01-11-19:** Motion by Mr. Davis to recess to Executive Session at 6:45 P.M. for the following:

- A. To consider the appointment, employment, discipline, or compensation of public employees
- B. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

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

**RESOLUTION #21-01-11-20:** Motion by Mr. Carano to reconvene from Executive Session at 7:55 P.M.

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

**RESOLUTION #21-01-11-21:** Motion by Mr. Davis to approve the new Dispatch Collective Bargaining Agreement between the Austintown Township and the Ohio Patrolmen's Benevolent Association; Dispatch Unit effective April 1, 2020 through March 31, 2022.

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

**RESOLUTION #21-01-11-22:** Motion by Mr. Carano to approve legal notice pursuant to ORC 145.382 concerning Administrator Dockry.

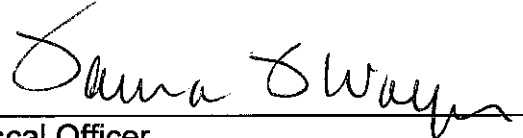
Mr. Davis seconded the motion. Roll Call Vote: Mr. Kent, yes; Mr. Carano, yes; and Mr. Davis, yes.

**RESOLUTION #21-01-11-23:** Motion by Mr. Carano to adjourn at 8:00 P.M.

Mr. Davis seconded the motion. Roll Call Vote: Mr. Carano, yes; Mr. Davis, yes; and Mr. Kent, 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: 02-08-21

  
\_\_\_\_\_  
Fiscal Officer

Approved:   
\_\_\_\_\_  
Chairperson Board of Trustees



#8

**Dispatch Services Agreement  
Between  
Austintown Township and Jackson Township**

**THIS AGREEMENT** is entered into by and between the Board of Trustees of Austintown Township ("Austintown") and the Board of Trustees of Jackson Township ("Jackson") for the provision of fire and emergency medical dispatch services.

**WHEREAS**, R.C. 9.482 authorizes political subdivisions within the State of Ohio to enter into agreements with any other political subdivision to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

**WHEREAS**, the Jackson Township Fire Department has determined that it is in need of fire and emergency medical dispatch services to ensure public safety; and

**WHEREAS**, Austintown has agreed to furnish to Jackson certain fire and emergency medical dispatch services as described below;

**NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:**

**A. Austintown Responsibilities.** Austintown will provide the following services to Jackson:

1. Receive all Fire Department and Emergency Medical Service calls to Jackson Township's Fire and EMS providers. This includes the answering of all fire phones, taking information and tone alerting firefighters, emergency medical providers and other first responders as needed.
2. Contact the appropriate Fire, EMS or other Departments as needed. Austintown will forward Emergency Medical Service (EMS) calls to Lane Ambulance for the provision of Emergency Medical Dispatch (EMD) service until such time that Austintown's dispatchers are trained and hold certifications in EMD.
3. Fulfill requests to contact additional services (i.e. ambulance and tow vehicle service).
4. Transfer all non-emergency calls to the appropriate Jackson administrative office.

**B. Jackson Responsibilities.** Jackson will be responsible for developing and implementing its own specific protocols for these areas:

1. The answering of non-emergency telephone calls. While these calls will be accepted, they cannot be handled personally and will be transferred into the appropriate Jackson administrative office.
2. Jackson will provide Austintown with personnel lists, including contact information for each employee. Jackson will keep Austintown informed of all personnel changes immediately.
3. Jackson will be responsible for the provision of end user equipment for communication with Austintown. Austintown will not provide IT equipment or services to Jackson nor will

it provide maintenance or support for Jackson's computer networks, software or equipment. Jackson will keep Austintown informed with regard to equipment lists and any changes thereto.

4. Jackson must maintain its own telephone lines.
5. Follow all policies & procedures as set by the dispatch center.
6. Jackson will inform Austintown of any change(s) in Jackson's policies or procedures which would necessitate changes in Austintown's dispatching procedures.

**C. Agency Accords.** By signing this Agreement, Jackson and its employees agree to the following:

1. Complaints against Austintown's employees will be forwarded to Austintown.
2. Complaints against individual Jackson employees will be forwarded to Jackson's Fire Chief.
3. Jackson employees will follow established radio system protocols:

a. Each Jackson employee will call Austintown using their assigned Unit Number and will wait to be acknowledged before transmitting additional information unless it is a bona fide emergency.

b. Each Jackson employee using the radio system will not use signals and codes but "Plain Talk" for communication with all users on Austintown's radio system.

d. When communications are being conducted or attempting to be conducted, Jackson employees will not key their radio equipment in an attempt to prohibit individuals from communicating.

c. Jackson employees understand that any radio communications can be heard by citizens, other agencies, their own employees and possibly the F.C.C. All Jackson employees will conduct themselves in a professional manner at all times when operating radio equipment. Jackson employees arguing, making unnecessary comments, improper voice inflection, or any other action that reflects poorly on Austintown will be considered a violation of this Agreement and will be cause for termination of this Agreement at the option of Austintown.

d. All employees operating the dispatch radio, either from mobile unit, portable, or the Communications Center, shall strictly observe all regulations for such operation as established by Austintown and the Austintown-Boardman-Mahoning County Joint Communications District.

e. Jackson employees will not argue with, offer sarcastic remarks by tone or inflection, conduct themselves in an unprofessional manner, or unnecessarily question a Communications Center employee over the radio. When given a call, Jackson employees are to write down the address and necessary information to avoid repeated requests for this information from the Communications Center.

4. No LEADS/NCIC data will be provided to Jackson Fire Department by Austintown.

**D. Term of Agreement.** This Agreement shall take effect on January 1, 2021 and will continue through December 31, 2021. This Agreement may be extended for additional one-year periods at the option of Austintown. The parties understand and agree that Austintown will assign this

agreement to the Austintown-Boardman-Mahoning County Joint Communications District (District) when the District is prepared to provide to Jackson the fire and medical dispatching services which are the subject of this Agreement.

**E. Payment.** In consideration of the mutual promises set forth herein, Jackson will compensate Austintown at the rate of Ten-Thousand Dollars (\$10,000) per year. Payment will be made on a biannual basis for services rendered during the preceding half-year, with the first payment of \$5,000 being due June 30 and the second payment of \$5,000 shall being due December 31.

**F. Hours of Services.** Dispatch Services will be provided on a 24-hour basis, 7 days per week, including all holidays, weekdays and weekends.

**G. Maintenance of Records.** Austintown will maintain records of all call logs and activities conducted within Jackson's jurisdiction as may be required by Ohio law and/or by Austintown Township's record retention policies.

**H. External Disputes.** Jackson shall notify Austintown, in writing and in a timely manner, of any complaints related to the nature, extent and quality of services provided to Jackson by Austintown.

**I. Disputes Concerning this Agreement.** The parties shall work together to resolve any disputes arising between the parties as to the interpretation of the terms and conditions of this Agreement or the satisfactory performance thereof by any of the parties or related to any of the services or other responsibilities specified herein. In the event of a dispute, the aggrieved party shall notify the other party immediately and the parties shall meet within 48 hours in an attempt to resolve the dispute.

**J. Termination.** This Agreement may be terminated at any time upon mutual Agreement of the parties; however, unless otherwise mutually agreed upon by the parties in writing, such termination shall not become effective for a minimum of three (3) months following the adoption of Resolutions of the governing bodies of both Austintown and Jackson. Either party may terminate this Agreement unilaterally at any time for any reason upon giving the other party three (3) months advance written notice of its intent to terminate. Upon termination, any equipment provided to Jackson under this Agreement shall be immediately returned to Austintown. Any cost associated with the return of the equipment shall be borne by Jackson.

**K. Default.** In the event that either party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default with thirty (30) days of said written notice, the non-defaulting party shall be entitled to terminate this Agreement, effective at the expiration of the thirty (30) day period.

**L. Notices.** Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, overnight delivery or regular mail. Notices shall be addressed as follows:

If to Austintown: Austintown Chief of Police  
92 Ohltown Road  
Austintown, Ohio 44515

If to Jackson: Jackson Township Fire Chief  
229 N. Salem Warren Road  
North Jackson, Ohio 44451

**M. Independent Contractor.** Austintown is, and shall at all times be deemed to be, an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer or employee between Austintown and Jackson and by or between any of their agents or employees. Austintown shall retain all authority for rendition of the services covered by this Agreement, including standards of performance, control of dispatch personnel (including discipline), and other matters incidental to the performance of dispatch services by Austintown. Nothing in this Agreement shall be construed to, or shall make, any employee of Austintown an employee of Jackson, or any employee of Jackson an employee of Austintown, for any purpose whatsoever, including, but not limited to, withholding of taxes, payment of benefits, workers' compensation, or any other rights or privileges accorded Austintown or Jackson employees by virtue of their employment.

**N. No Third Party Beneficiaries.** Austintown does not intend by this Agreement to assume any contractual obligations to any party other than Jackson, and Jackson does not intend by this Agreement to assume any contractual obligation to any party other than Austintown. Austintown and Jackson do not intend that there be any third-party beneficiary to this Agreement.

**O. No Assignment.** Any assignment, transfer or subcontracting of this Agreement is prohibited, unless mutually agreed upon in writing by both parties.

**P. Amendment.** This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in writing by both parties.

**Q. Non-Exclusive Nature.** Nothing herein shall be construed to prohibit Austintown from providing dispatch services to any other jurisdiction or agency at Austintown's sole discretion.

**R. Liability.** To the extent permitted by Ohio law, each party agrees to be liable for the acts and omission of its own officers, employees and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability, claims, costs, expenses or damages arising from any claim with respect to that party's role in connection with this Agreement. The parties agree that nothing in this provision shall be construed as a waiver of the various immunities provided under federal or state law, including but not limited to those immunities provided by Ohio Revised Code Chapter 2744.

**S. Controlling Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any lawsuit, action or claim arising out of or related to this Agreement shall be heard by a state court of competent jurisdiction within the State of Ohio.

**T. Entire Agreement.** This Agreement represents the entire agreement between the parties and may not be modified except pursuant to a writing signed by both parties.

**U. Severability.** If any part of this Agreement shall be held to be unenforceable or invalid, the remainder of the Agreement shall nevertheless remain in full force and effect.

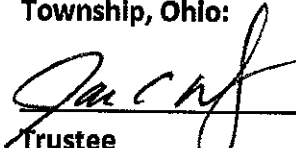
**V. Waiver.** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any other time, nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

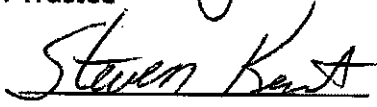
**W. Prior Agreements.** This agreement shall supersede all agreements between the parties predating this agreement and relating to dispatch services.

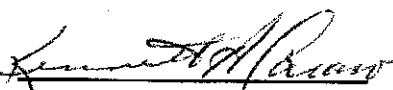
**X. Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. It shall not be necessary in proving this Agreement to produce or account for more than one counterpart.

**IN WITNESS WHEREOF,** the parties have signed this Agreement in their capacities and on behalf of their respective political subdivisions and have caused this Agreement to be signed in the subdivisions' names and on their behalf on the day and year noted below.

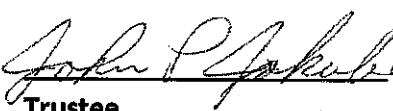
**Board of Trustees of Austintown  
Township, Ohio:**

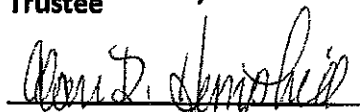
  
Trustee                      1/11/21  
Date

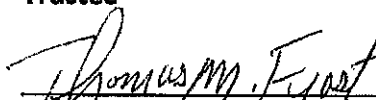
  
Trustee                      1/11/21  
Date

  
Trustee                      1-11-2021  
Date

**Board of Trustees of Jackson  
Township, Ohio:**

  
Trustee                      12-22-2020  
Date

  
Trustee                      12/22/2020  
Date

  
Trustee                      12/22/2020  
Date