

JACKSON TOWNSHIP TRUSTEES

Held May 19, 2020

6:00 pm

Financial
Reports- April
2020

Resolution for
Emergency
Management
Agency Covid-19

COPY

Present – Trustee Jakubec, Trustee Hemphill, Trustee Frost, Fiscal Officer Patton, Police Chief Taillon, Battalion Fire Chief McDougal, and 7 guests.

RESOLUTION #20-035: Mr. Frost moved and Mr. Hemphill seconded the motion to approve the minutes of the April 21, 2020 Regular Teleconference/Video Trustee Meeting. Roll call vote was unanimous.

Vouchers and warrants #28885 thru #28925 and Vouchers #-2020-165 thru 2020-211 were approved for payment.

CORRESPONDENCE:

- Received an email from the Ohio Township Association about SB 310 about how Federal Funds will be distributed to townships. The township needs to adopt a resolution affirming that funds received may be expended only to cover costs consistent with the requirements of section 5001 of the "Coronavirus Aid, Relief, and Economic Security Act," as described in 42 U.S.C. 601(d), and any applicable regulations. After passage of a resolution and certification to the county auditor and Ohio Office of Budget and Management, funding will then be distributed to townships through the LGF formula. An email was sent to Assistant Prosecuting Attorney Karen Markulin Gaglione on how to proceed and for a sample resolution. She advised that it has not yet been passed by the House. Once the Bill is adopted she will be happy to draft a resolution for the townships. She will continue to monitor this Bill.
- OTARMA Cares Program sent each member a check for \$500 to provide some financial assistance for COVID-19.
- We received a refund from Ohio Bureau of Workers Comp for \$8288.34. Amount was distributed as follows – 14% to General; 52% to Police and 34% to Fire.

OLD BUSINESS:

- Proposals for upgrading of exterior lights on the Township Administration building and parking lot, to LED lighting. They were went to Dickey Electric, Stanton Electric, Tri-Area and Boot Electric. We have received only one quote back from Tri-Area. They quoted two different ways – New fixtures replacing current fixture – Total \$7,342.00 – Our share - \$2,052.00. – Retrofit option replacing current bulb and ballast with a LED equivalent - \$3316.00. NOPEC Energized Community grant money of \$5290.00. The trustees will proceed with new fixtures replacing current fixture quote. We will proceed when we get notification of grant approval.
- Ordered 80 fabric stacking chairs from Sam’s Club @\$30.725/chair = \$2458.00 Total. We could not get 60 chairs at the price break.

NEW BUSINESS:

RESOLUTION #20-036: Mr. Hemphill moved and Mr. Frost seconded the motion approving the following: Cash Summary by Fund, Appropriation Payment Register, Appropriation Register, Revenue Status, Fund Status, Bank Reconciliation and Credit Card Attestations for April 2020. Roll call vote was unanimous.

- Mr. Frost moved and Mr. Jakubec seconded the motion to dispense with reading the Mutual Aid Agreement with Mahoning County Emergency Agency (EMA) for Covid-19.

RESOLUTION #20-037 : Mr. Hemphill moved and Mr. Frost Seconded the motion for MUTUAL AID AGREEMENT with Mahoning County Emergency Management Agency (EMA) for Covid-19 Equipment and Personnel for Fire Department.

- THIS AGREEMENT**, entered into this day of by the Board of Commissioners of Mahoning County, Ohio (“BMCC”), as contracting authority for the Mahoning County Emergency Management Agency (“EMA”) (collectively referred to as “EMA”), and
- WHEREAS**, on March 9, Ohio Governor Mike DeWine issued Executive Order 2020-01D, declaring a state of emergency in Ohio to protect the well-being of Ohioans from the dangerous effects of COVID-19; and on March 13, 2020, the President of the United States issued a declaration of national emergency due to the COVID-19 outbreak in the United States; and on March 26, 2020, the Board of Commissioners of Mahoning County, Ohio, pursuant to Resolution No. 20-03-029, issued a declaration of disaster/emergency for Mahoning County; and on March 31, 2020, the President of the United States declared that a major disaster exists in the State of Ohio and ordered federal assistance to supplement state and local recovery efforts in the areas affected by the Coronavirus Disease 2019 (COVID-19) pandemic beginning on January 20, 2020, and continuing; and
- WHEREAS**, each of the parties has legal responsibilities under the Ohio Revised Code to protect the health, safety and welfare of citizens in their respective jurisdictions; and
- WHEREAS**, each of the parties hereto desires to furnish mutual aid to each other during the time of this declared disaster, for which neither party has sufficient equipment or personnel to cope; and
- WHEREAS**, such mutual aid agreements are authorized by applicable law, including but not limited to that set forth in Ohio Revised Code Chapter 5502, et seq.;
- NOW THEREFORE**, the parties do mutually agree as follows:
- Section 1. Purpose.** The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to the 2020 COVID-19 disaster that exceeds the resources available in the requesting party’s territorial jurisdiction.
- Section 2. Term.** This agreement shall commence at 12:01 a.m. on March 19, 2020, and continue through the end of the declared disaster or December 31, 2020, whichever is later, subject to the right of each party to terminate sooner as provided herein. This Agreement shall serve as a written request for assistance.
- Section 3. Services.** During this time of disaster, in the event that circumstances require equipment and personnel beyond that which each party is able to provide for itself, the parties hereto agree that, at the request of one party (“Recipient”) to the other party (“Provider”), Provider may loan such equipment and services of personnel as the respective officials of Provider, in their discretion, shall determine can be reasonably spared at the time without placing their own community in jeopardy. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate to deal with the demands necessitated by the declared disaster. Requests for assistance must be transmitted by an authorized representative of Recipient.
- Requests for assistance shall be routed through Mahoning County EMA. Since time is of the essence during emergencies as herein referred to, the authority to dispatch equipment and personnel or call for assistance in accordance with the terms and conditions of this Agreement shall be delegated specifically to the chief official or acting chief official of the parties hereto, or their designated representatives. Provider shall be responsible for the delivery of said equipment and personnel to the location specified by Recipient. Upon arrival at said location, the officer in charge of the said equipment and personnel shall report to the officer in charge, who shall assume full charge of all operations at a disaster or emergency location. All equipment and personnel loaned hereunder shall be returned upon demand of Provider or when released by Recipient upon the cessation of the emergency.
- Section 4. Payment; State and Federal Assistance.** EMA shall be the coordinating agency for the submission of claims by each party for services provided under this Agreement. Claims and documentation shall comply with federal, state and local guidelines.
- Section 5. Unified Incident Command System.** The parties agree that Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for the emergency requiring mutual aid assistance under this Agreement.
- Section 6. Supervision and Control; Communications.** Except as otherwise agreed upon by the parties in certain instances, Provider’s personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider’s designated supervisory personnel and Recipient shall advise Provider’s supervisory personnel of the work tasks to be assigned to Provider’s personnel. While deployed under the terms of this Agreement, the responsibilities of Provider’s supervisory personnel shall include: maintaining daily time records, material records, and logs of equipment hours; overseeing the use, operation and maintenance of Provider’s equipment and other resources; and regularly reporting to ICS about progress made and/or set-backs encountered. Protocols for communication shall be determined by the parties as necessary to accomplish the goals sought to be accomplished.
- Section 7. Waiver of Claims; Liability.** Each party hereto hereby waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of either party, their agents, or employees hereunder. To the extent permitted by applicable law, each party agrees to be responsible for the acts and omissions of its own employees, agents, representatives and officers in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Nothing herein shall be construed as a waiver of any immunity provided under applicable law. Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other.
- Section 8. Insurance.** Unless otherwise agreed upon by Recipient and Provider, during the period of assistance, each party shall maintain its own unemployment insurance and workers’ compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies and providers. Each party shall be responsible for providing automobile liability coverage, general liability coverage, public official’s liability coverage and law enforcement liability coverage for its own employees. All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse. To the extent a party does not maintain the proper levels of liability and other insurance coverage, the party’s liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities. Nothing herein shall be construed as contrary to R.C. 5502.29(I).
- Section 9. Notices.** Notices to or from the parties shall be made or given to:
- If to EMA:
Mahoning County EMA
700 Industrial Rd.
Youngstown, Ohio 44509
- Section 10. Termination.** This Agreement may be terminated by either party upon 24-hours prior written notice to the other.

RECORD OF PROCEEDINGS

Minutes of

Regular Meeting

JACKSON TOWNSHIP TRUSTEES

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6:00pm

Vol FF Life Ins.

Covid-19 Closures

Taser Purchases

Emergency Grant Duty Pay.

COPY

- **Section 11. Entire Agreement; Amendment or Modification.** This Agreement contains the entire understanding between the parties, and there are no understandings or representations not set fourth or incorporated by reference herein. No subsequent amendment or modifications of this
- **Section 12. Compliance with Laws.** In the performance of this Agreement, each party shall comply with all applicable Federal, State, and Local laws, rules, and regulations, including but not limited to all laws and regulations regarding certification and licensure of individuals and professionals to perform services as requested hereunder.
- **Section 13. Governing Law.** In the performance and construction of this Agreement, Ohio law shall apply.
- **Section 14. No Third-Party Beneficiaries.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between and among the parties to this Agreement, and shall inure solely to the benefit of such parties. The parties expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any remedy arising out of a party's performance or failure to perform any term or condition herein, or to bring an action or suit for the breach of any terms or condition herein.
- **Section 15. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- **Section 16. Dispute Resolution.** The parties will attempt to settle any claim or controversy arising out of this Agreement or the subject matter hereof through consultation and negotiation in good faith in a spirit of mutual cooperation. Such matters will be initially addressed by those authorized by their appointing authorities to deal initially with any dispute, who shall use reasonable efforts to attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. If they fail to resolve the dispute within a reasonable time after either party notifies the other of the dispute, then the matter will be escalated to their supervisors, or their designees, for resolution. They will use reasonable efforts to attempt to resolve the dispute through good faith negotiations by telephone or in person as may be agreed. Roll Call Vote was unanimous.

RESOLUTION #20-038 : Mr. Frost moved and Mr. Hemphill seconded the motion for renewal of Volunteer Firefighters Life Insurance with VFIS of Ohio - \$886.00/Total – 28 firefighters. Updated Roster will be sent with payment. Roll Call Vote was Unanimous.

RESOLUTION #20-039 : Mr. Frost moved and Mr. Hemphill seconded the motion to keep the following closed through the end of August 2020. Government Building Hall, Liberty Park and Pavilions, Jackson Park and Gazebo. The trustees will revisit the Liberty Park Ballfields at the monthly meetings. Roll Call Vote was unanimous.

FIRE:

CALL TOTALS_ - April 17, 2020 – May 17, 2020 (as of 1050 hrs.)

- Fire Calls: 0, Medical Calls: 17, Mutual Aid: 0, Service/Assist Call: 1, MVA: 2 Alarm Drops/ Poss.Fire: 2 (This includes any open burns/smoke invest./Controlled burns) - Extrication: 0, HazMat /Gas Leak/CO: 1 - TOTAL: 23 (Call # 093-115)
- ***Fuel-*** 61- 0 gal, 66- 31.5 gal, 69- 12.5 gal, 67- 19 gal, 65- 40.6 gal
- ***NOTES:***
Fire department hosting Touch a Truck event as reverse parade September 26, 2020

ROAD/CEMETERY/PARK:

- Vehicle/Sign Inspections are done for April 2020.

POLICE:

- 85-Total calls, 52-Calls for Service, 6-Observed Calls, 25-Assist other agencies and 2-Domestic Violence call, 26-Traffic Stops, Resulting in 23-Warnings, 5-Citations, 8 Traffic Crashes, 1-DUS and 0-OVI Arrest
- 379-Residential Security Checks, 0-Senior citizen welfare checks
- 0 Arrests, 0 Felony & 0 Misdemeanant by our Detective and Patrol Division's
- Reserve Officers worked a total of 0 hours (Due to the Corona virus and social distancing I have suspended their required hours)
- Officers traveled 6,614 miles patrolling the township. An average of 70 miles per shift.
- We received Eligibility Notification and applied for three 2021 Ohio Traffic Safety Office Grant Funding. (1) Selective Traffic Enforcement Program (STEP) 280 hours, (2) Impaired Driving Enforcement Program (IDEP) 420 hours, and (3) Drugged Driving Enforcement Program (DDEP) 100 hours grant. Labor for additional patrolling hours. Eligibility is for jurisdictions experiencing high number of fatal crashes. Last year's total amount available \$36,793.84. NO local match for this grant.
- Equipment donation from the Cortland Police Department. All Setina items, a 10S-RP Partition with Lexan Sliding Window. A rear cargo area window bar. A rear door/window prisoner panels (all items came out of a 2017 Ford Police Interceptor Utility) And a Whelen Liberty LED Light bar.
- We received a donation from Candella Micro-Distillery in Boardman, of 20 gallons, 10 gallons for Police and 10 gallons for the Fire Dept. of hand sanitizer. Donation value \$1200.00
- Axon donation of 50 surgical style mask and (5) 4oz. bottles of alcohol type hand sanitizer.
- One of our X26P Tasers was returned for service and was deemed unrepairable. Need to replace it. Cost of Taser only \$1,113.00 each. We have two X-26 Taser models purchased in 2008 that are no longer able to be updated, repaired, or supported. They need to be replaced also.

RESOLUTION #20-040 : Mr. Frost moved and Mr. Hemphill seconded the motion to purchase three Tasers, 6 batteries and 6 cartridges. Total cost \$3954.00. Vote was unanimous.

- We made and provided each Officer with PPE bag. Items received included a DeWalt nylon bag, hand sanitizer, wet wipes, nylon gloves, KN95 mask, surgical & cloth mask, and face shield.
- I Applied for the Ohio Homeland Security Region 5 LE-SHSP Grant requesting 2 MDT's
- We are applying for the Office of Criminal Justice Services Coronavirus Emergency Supplemental Grant. One of the funding proposals provides Hazardous duty pay for Police Officers.

RESOLUTION #20-041 :Mr. Frost moved and Mr. Jakubec seconded the motion to apply for the grant funding from the Office of Criminal Justice Services Coronavirus Emergency Supplemental Grant. Effective March 1, 2020 through March 1, 2021the Jackson Township Trustees approve and authorize payment in the form of Hazardous duty pay to their Police Officers. Subject to successfully obtaining the OCJS reimbursement funding grant. This is reimbursed at 100%. There is no local match. Roll Call Vote was unanimous.

ZONING:

- Zoning permits (5) – 3 Residential & 2 Temporary Food Concessions
- Fees for Zoning Permits--\$398.80
- Appeals/Zone Change Fees—\$0
- **Total all Fees \$398.80 - Year-to-Date Total Collected: \$2,576.66**
- First Energy Service Facility (Bailey Ct E) – **UPDATED Spring 2021**
- Purfoods 50,000 SqFt addition (Mahoning/S. Bailey) Spring 2020

Public Meetings

Zoning Commission – Did not meet May

Zoning Appeals Board – Met April 23 on-line Approved Purfoods building height variance

Complaints and Violations

- Total 16 Complaints
- New Complaints
- 3 Closed case
- 13 Open cases

PUBLIC COMMENT:

There being no further business to come before the Board, the meeting adjourned at 7:00pm.

John Jakubec, Trustee Chair

Alan Hemphill, Trustee Co-Chair

Thomas Frost, Trustee

Judy A. Patton, Fiscal Officer