

The Suffield Township Board of Trustees met at the Suffield Community Room on April 9, 2019 for the purpose of paying the bills of the Township. Chairman Jeff Eldreth called the meeting to order at 7:00 AM. Present were Board Members Jeff Eldreth Jared Phillip and Township Fiscal Officer Lori Calcei.

#### ACKNOWLEDGED

The Trustees acknowledged receipt of the Suffield Township Land Use Plan Draft date 10/22/2018.

#### MINUTES

It was moved by Mr. Eldreth and seconded by Mr. Phillip to approve the March 12, 2019 and the March 26, 2019 minutes as prepared and submitted by the Fiscal Officer.

Roll Call: Mr. Eldreth- Yes-, Mr. Calcei-Absent, Mr. Phillip-Yes

#### PORTAGE COUNTY BOARD OF ELECTIONS

Fiscal Officer Calcei informed the Trustees that the P.C Board of Election is in need of poll workers. If interested call the Board of Elections so that you can be trained.

#### FIRE CHIEF'S REPORT (Run Report)

Fire Chief Robert Rasnick reported that the Fire Department had (5) Continuing Ed Classes and the following (67) Calls during the month of March:

(45) EMS Calls, (3) Vehicle Accident Call, (12) Fire Response Calls & (2) Mutual Aid Calls.

#### FIRE REPORT

Chief Rasnick informed us of the following:

1. We sent out a CODERED tornado safety alert on March 20. He included the statistics for that alert. He would like to get more people to sign up for this service.
2. Six of Explorers and three adult supervisors are leaving for the FDIC trade show in Indianapolis on Friday. Only one explorer is a minor, and his parents have signed the proper permission slip. All expenses for this trip were covered by money earned at last year's fundraiser.
3. We have entered into an agreement with the Mogadore Fire Department to split the cost of six personal thermal imagers. There is a buy 5 get one free program, so we are splitting the cost and each fire department will get three imagers.

#### ZONING REPORT

Mr. Phillip and Mr. Bey informed us of the following:

1. They received a call about a dangerous dog, so there was much discussion about our zoning rules on dog bites. Does our rule

conflict with the Dog Warren or the Ohio Revised Code? Is a dog bite a civil matter?

REMOVAL OF ZONING RESOLUTION APPENDIX 15 (Dangerous Dogs)

It was move by Mr. Phillip and seconded by Mr. Eldreth to remove Appendix 15 from our Zoning Resolution, which is Resolution 15-14-02a. The resolution states-Regulation and Control of Certain Dogs within the Unincorporated Areas of Suffield Township. This was removed since the township has no authority to enforce such a ban.

Roll Call: Mr. Eldreth- Yes-, Mr.Calcei-Absent, Mr. Phillip-Yes

HAMMOND AND TREE ASSOCIATES (PO)

It was moved by Mr. Phillip and seconded by Mr. Eldreth to approve a PO in the amount of \$1,500 to Hammond Tree & Associates for shooting the elevation of Wingfoot Lake. The water level there is supposed to be no higher than 1147 feet above sea level according to a 1916 court case. Once the elevation is determined, three markers are planned to memorialize the level.

ROAD REPORT

The following information was given in the road report:

1. They are planning on chip n sealing 6.1 miles of roads. The following road will be done: Manning, May, Shaffer, and Bolender.
2. There was some discussion on a proposed new salt shed, but Mr. Eldreth wanted to wait for more in-depth discussion until Trustee Calcei is in attendance.
3. They have been cleaning our ditches and patching potholes.
4. They stated that the leaf dump is not open.
5. We were informed that Portage County Engineer's Office sent us the Road and Bridge report. They take care of two bridges in Suffield.

TIRC (Tax Incentive Review Council)

Mr. Eldreth advised that the Tax Incentive Council met on March 21, 2019 regarding the Tax Incentive agreements for GP Tree Service, Bednar Properties/Hunters Mfg. and Hamrick Manufacturing & Service Inc. in Suffield Township. He further advised that the Council reviewed the status of each and subsequently approved the continuance of each.

Mr. Eldreth then moved to acknowledge and accept their recommendations. Mr. Phillip seconded the motion.

Roll Call: Mr. Calcei-Absent-, Mr. Eldreth-Yes, Mr. Phillip-Yes

SALT BIDS (2019-2020 SEASON)

It was moved by Mr. Eldreth and seconded by Mr. Phillip to approve the following resolution:

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2019**

**WHEREAS**, the Suffield Township (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 (400) 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 Friday April 19 by 12:00 p.m. 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](mailto: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:

Roll Call: Mr. Calcei-Absent, Mr. Eldreth-Yes, Mr. Phillip-Yes

ANNEXATION AGREEMENT (Village of Mogadore)

It was moved by Mr. Eldreth and seconded by Mr. Phillip to enter into the following annexation agreement with the Village of Mogadore.

Roll Call: Mr. Calcei-Absent-, Mr. Eldreth-Yes, Mr. Phillip-Yes

This Annexation Agreement ("Agreement") is made and entered into on or as of the 15<sup>th</sup> day of March, 2019 (the "Effective Date" herein) by and between the Board of Trustees of Suffield Township, the legislative authority of and for Suffield Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio ("Township" or "Suffield" herein), and the Council of the Village of Mogadore, Ohio, the legislative authority of and for the Village of Mogadore, Ohio, a municipal corporation duly organized and validly existing under its Charter and the Constitution and the laws of the State of Ohio ("Village" or "Mogadore" herein; collectively with the Township, the "Parties" and each a "Party" hereto).

WHEREAS, the Township and Village are political subdivisions located adjacent and contiguous to each other and having, to a certain extent, overlapping mutual aid jurisdictions within Portage County, Ohio ("County" herein); and,

WHEREAS, the Township and Village have cooperated in numerous matters and in order to foster and promote harmony and development within each of the Parties' respective jurisdictional areas; and,

WHEREAS, a certain landowner has expressed a desire to pursue annexation by the Village of 0.7676 acres of property in the West Village development; and,

WHEREAS, the Village has further agreed that upon the annexation of this property to the Village, the Village will provide service to the subject land based upon the activities taking place on this property; and,

WHEREAS, the annexation of this property will, if successful, support economic development and the uniform, efficient provision of service in various forms; and,

WHEREAS, the Parties believe that annexation of certain real property located within the Township, which property is listed and described in Attachment A which is attached hereto and incorporated herein, will benefit their mutual interests if annexed to the Village, the subject property more specifically consisting of a portion of one parcel of real property Portage (the “Annexation Parcel”); and,

WHEREAS, the Annexation Parcel is further identified and described in the “Annexation to Village of Mogadore Exhibit B Legal Description” attached hereto and incorporated herein as Attachment B, provided that in the event there is any discrepancy between Attachments A and B, the specific reference language contained in Attachment B shall prevail; and,

WHEREAS, this Agreement is authorized under the provisions of Section 709.192 of the Ohio Revised Code and other applicable laws of the state of Ohio, and has been approved by the respective legislative authority of both Parties.

NOW, THEREFORE, in consideration for the mutual promises contained herein, the Parties covenant and agree as follows:

## ARTICLE 1

### ANNEXATION OF ANNEXATION PARCEL AND LIMITATIONS

**Section 1.1. Designation of Annexation Parcel.** This Agreement shall apply to the annexation of the Annexation Parcel enumerated on Attachment B. The perimeter boundary of the Annexation Parcel is graphically set forth on Attachment A for purposes of reference only.

**Section 1.2. Annexation of Annexation Parcel.** The Township agrees and consents to the annexation of the Annexation Parcel to the Village in accordance with Ohio law and the terms of the Agreement.

- A. **Procedure:** The petitioner for the annexation of the Annexation Parcel to the Village; i.e. Testa Mogadore, LLC, shall file the annexation pursuant to and shall comply with the provisions of “Expedited Procedure No. 1” as contained in Sections 709.021 and 709.022 of the Ohio Revised Code. Any such annexation of the Annexation Parcel shall also comply with the terms of this

Agreement.

- B. Scope of Petition: The agent for the annexation petitioner, i.e. Testa Mogadore, LLC shall process the annexation of the Annexation Parcel under one (1) annexation petition which includes all of the Annexation Parcel.
- C. Time Frame: This Agreement shall only apply if the annexation petition for the Annexation Parcel is filed with the Clerk of the Board of the Portage County Commissioners on or before April 30, 2019 and, upon filing, is diligently processed to completion in order to accomplish the annexation of the Annexation Parcel to the Village pursuant to the terms of this Agreement.
- D. Cooperative Efforts: Upon the filing of the annexation petition for the annexation of the Annexation Parcel to the Village in accordance with the terms of this Agreement, the Township and the Village shall cooperate in good faith to facilitate the approval and success of such petition. In such an instance, each Party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.

## ARTICLE 2

### ANNEXATION PARCEL ZONING AND LIMITATIONS

**Section 2.1. Zoning and Development of the Annexation Parcel.** The Annexation Parcel is currently zoned in the Township as a RR-Rural Residential District under the Suffield Township Zoning Code. Upon the annexation of and the acceptance by the Village of the Annexation Parcel, the annexed parcel shall become a part of the R-1 Residential District under the Village's Zoning Code.

## ARTICLE 3

### SERVICES

**Section 3.1. Contribution of Services.** Upon the annexation of the Annexation Parcel to the Village, the Village shall, as reasonably as possible, furnish to said property all the customary governmental services furnished by the Village to other areas of the Village. The Township and Village agree to otherwise service and engage in activities to promote, complement and benefit the development and use of this property as determined in the sole discretion of each of these Parties. Nothing contained in this Section 3.1 shall be construed as obligating either Party to provide a particular service, level of service or financial commitment, and such matters shall be left to the further mutual agreement of the Parties.

## ARTICLE 4

### TERM OF AGREEMENT

**Section 4.1. Term and Renewal.** The initial term of this Agreement (the “Initial Term”) shall be for a period of fifty (50) years, commencing on the Effective Date and shall, upon timely prior written notice, terminate at midnight, March 15, 2069. Unless all legislative authorities of the Parties affirmatively act to terminate this Agreement within one (1) year prior to the expiration of the Initial Term or any subsequent twenty-five (25) year term provided for in this Section, this Agreement shall automatically be renewed for an additional period of twenty-five (25) years, and this Agreement shall continue to be automatically renewed thereafter for similar twenty-five (25) year periods at the end of each renewal period with no limit upon the number of such renewals. The provision herein for automatic extension of this Agreement recognizes that the accrual of benefits to the Parties from this Agreement may take decades. The “Term” of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

## ARTICLE 5

### GENERAL PROVISIONS

**Section 5.1. Support of Agreement.** In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any terms or provisions thereof.

**Section 5.2. Signing Other Documents.** In furtherance of Section 1.2(D), the Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as either Party may reasonably request in order to effectuate the purposes of this Agreement.

**Section 5.3. Mediation.** In the event the Parties have a dispute as to any of the terms of applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process prior to any party filing a lawsuit. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within sixty (60) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, or if the dispute has not been resolved within ninety (90) days after notice of the dispute has been provided to the other Party, then any of the Parties may commence a lawsuit or commence such other method of pursuing such remedies as may be available to any of the Parties.

**Section 5.4. Default.** A failure to comply with the material terms of this Agreement shall constitute a default hereunder. The Party in default shall have ninety (90) days, after receiving written notice from the other Party of the event of default, to cure that default. The terms and timelines of this Section 5.4 shall run concurrent with any timelines, if electrical, under Section 5.3. If the default is not cured within that time period, the non-defaulting Party may sue the defaulting Party for specific performance under this Agreement or for damages or both; or may pursue such other remedies as may be available. In any litigation between the Township and the Village, the prevailing Party shall be entitled to recover from the losing Party all reasonable costs and expenses of suit, including reasonable attorney fees.

**Section 5.5. Amendments.** This Agreement may be amended only by a writing approved by the legislative authorities of all of the Parties by means of appropriate legislation authorizing such amendment. Any amendment, in order to be effective, must be authorized by appropriate legislation passed by each of the Parties.

**Section 5.6. Immunities Preserved.** By entering into this Agreement, none of the Parties intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including, without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under O.R.C. Chapter 2744.

**Section 5.7. No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

**Section 5.8. Powers Preserved.** This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code; nor is it intended to be in derogation of the powers granted to township under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

**Section 5.9. Beneficiaries.** This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. Except for the Parties, this Agreement is not intended to and does not create rights or benefits of any kind for any other persons or entities that are not a party to this Agreement.

**Section 5.10. Agreement.** The Parties acknowledge and agree that this Agreement is intended to and shall serve as an annexation agreement pursuant to Section 709.192 and other applicable provisions of the Ohio Revised Code.



**Section 5.11. Liberal Construction.** The Parties agree that just as Section 709.192 of the Ohio Revised Code is to be liberally construed to allow the Parties to enter into annexation agreements, the Parties further agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement. Each provision of this Agreement shall be construed and interpreted so as to permit maximum advantage to the Parties allowed by Section 709.192 of the Ohio Revised Code.

**Section 5.12. Notices.** All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

(a) The Township at:

Suffield Township Board of  
Trustees

\_\_\_\_\_

Attention: \_\_\_\_\_

With a copy simultaneously sent or delivered to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) The Village at:

Village of Mogadore  
135 South Cleveland Avenue  
Mogadore, Ohio 44260  
Attention: Mayor

With a copy simultaneously sent or delivered to:

Marshal M. Pitchford, Esq.  
209 South Main Street, Third Floor  
Akron, Ohio 44308

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

**Section 5.13. Captions and Headings.** The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

**Section 5.14. Counterparts.** This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Roll Call: Mr. Calcei-Absent-, Mr. Eldreth-Yes, Mr. Phillip-Yes

COMMENTS AND CONCERNS

1. Mr. Yeargin stated that part of Trares Rd is bad and he would like us to see if the County can fix it.
2. Mrs. Sheetz asked whether we could get any more police protection/patrolling.

PAYMENT OF BILLS

It was moved by Mr. Eldreth and seconded by Mr. Phillip to approve payment of all Wages, Invoices, Bills and/or Committed Obligations as prepared by the Fiscal Officer per warrants No.43580 through 43599 voucher No.178-180 and EFTs 150 through 176.

Roll Call: Mr. Calcei-Absent-, Mr. Eldreth-Yes, Mr. Phillip-Yes

ADJOURNMENT

It was moved by Mr. Eldreth and seconded by Mr. Phillip to adjourn the meeting. (7:50 AM)

Roll Call: Mr. Eldreth-Yes-, Mr. Calcei-Absent, Mr. Phillip-Yes

\_\_\_\_\_  
Jeff Eldreth, Chairman

Date

\_\_\_\_\_  
Lori Calcei,  
Fiscal Officer

\_\_\_\_\_  
Jared Phillip

M04092019

\_\_\_\_\_  
Thomas Calcei



**Section 5.15. Governing Law and Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the Parties or their respective agents and employees arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Portage County, Ohio.

**IN TESTIMONY WHEREOF**, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on or as of the date first set forth above.

**THE VILLAGE OF MOGADORE  
PORTAGE AND SUMMIT COUNTY,  
OHIO**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Marshal M. Pitchford, Law Director

**SUFFIELD TOWNSHIP  
PORTAGE COUNTY, OHIO**

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant County Prosecutor

**ATTACHMENTS:**  
Attachment A – Annexation Parcel  
Attachment B – Annexation Parcel Map

**FISCAL OFFICERS' CERTIFICATIONS**

The undersigned fiscal officer of Suffield Township (Portage County), Ohio hereby certifies that the moneys required to meet the financial obligations of the Township under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

---

Fiscal Officer, Suffield Township,  
Portage County, Ohio

The undersigned Clerk-Treasurer of Village of Mogadore, Ohio hereby certifies that the moneys required to meet the financial obligations of the City under the foregoing Annexation Agreement have been appropriated lawfully for that purpose, and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from encumbrances. This certification is made in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

---

Clerk-Treasurer, Village of Mogadore