

VILLAGE OF BOSTON HEIGHTS

45 E. Boston Mills Road • Boston Heights, Ohio 44236
Phone 330.650.4111 Fax 330.655.9578

IMPORTANT AMENDED NOTICE/CALL

SPECIAL MEETING CALLED BY THE MAYOR

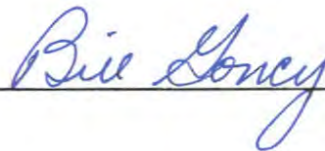
**THURSDAY, AUGUST 22, 2013
7:00 PM**

A Special Meeting of the Council for the Village of Boston Heights is hereby called for the purposes listed below.

To consider Resolution 2013-7-33, which is titled “Resolution Authorizing the Mayor to Enter Into an Agreement With EQ Regarding the Hines Hill Road Project and Declaring an Emergency.”

To consider Resolution 2013-8-43, which is titled “A Resolution Authorizing the Mayor to Enter into a Shared Services Arrangement with Valley Fire District for Fire and EMS Service and Declaring an Emergency.”

Notice is also given that the Council intends to suspend the Three (3) Reading Rule and its Rules for the purpose of considering Resolution 2013-8-43.



Bill Goney, Mayor
8/20/2013



Betty Klingenberg, Fiscal Officer
08/20/2013

VILLAGE OF BOSTON HEIGHTS

SPECIAL MEETING

AGENDA

AUGUST 22, 2013

7:00PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

ALSO: Mayor Bill Goncy, Fiscal Officer Betty Klingenberg, Solicitor Marshal Pitchford

Antal **X** - Baxter **X** - D.Blakeney **X** - G.Blakeney **X** - Fenn **X** - Polyak **X**

APPROVAL OF AGENDA **APPROVED**

RESOLUTIONS

RESOLUTION 2013-7-33
(Third Reading)

ADOPTED: RES 2013-8-33

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH EQ REGARDING HINES HILL ROAD PROJECT AND DECLARING AN EMERGENCY.

NOTE: At the July meeting, Solicitor Pitchford stated that this agreement would resolve all claims with EQ, the Krejci Dump remediation contractor, with respect to Hines Hill Road, for the lump sum payment of \$200K; the matter was held for further revision. At the August meeting, Mr. Pitchford explained that a revision had been made to avoid returning funds to EQ if other recoveries were made from the US Government. As EQ had not yet responded to this revision, the issue was held. EQ has now agreed.

RESOLUTION 2013-8-43
(First Reading)

3-reading rule suspended

Council rules suspended

ADOPTED: RES 2013-8-33

Council rules restored.

A RESOLUTION AUTHORIZING MAYOR TO ENTER A SHARED SERVICES ARRANGEMENT WITH VALLEY FIRE DISTRICT FOR FIRE AND EMS SERVICE AND DECLARING AN EMERGENCY

NOTE: This is the same issue as per the Res. 2013-8-38 that failed to pass at the August regular meeting. Dates were changed to Oct'13.

NOTE: For each vote on this issue this evening, the voting was as follows: Yea: R.Fenn, D.Blakeney, G.Blakeney, R.Antal, D.Polyak; Nay: F. Baxter

ADJOURN

VILLAGE OF BOSTON HEIGHTS
RESOLUTION NO: 2013-7-33
THIRD READING / **ADOPTED**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH EQ REGARDING HINES HILL ROAD PROJECT AND DECLARING AN
EMERGENCY**

WHEREAS, EQ Industrial Services, Inc. has operated at the Krejci Dump along Hines Hill Road and over the past several years has caused the roads to deteriorate; and,

WHEREAS, an offer has been made to resolve all outstanding claims relative to the damage sustained on Hines Hill Road due to the hazardous waste cleanup efforts at the Krejci Dump by the Village.

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Boston Heights, County of Summit, State of Ohio as follows:

Section 1: That the Mayor is hereby authorized and directed to sign the Agreement attached hereto as Exhibit "A," resolving all disputes with EQ Industrial Services, Inc. and Ford Motor Company related to the condition of Hines Hill Road as a result of the cleanup effort of Krejci Dump.

Section 2: The Mayor and Fiscal Officer are hereby authorized and directed to accept the \$200,000 from EQ Industrial Services, Inc. in consideration of the Agreement attached hereto as Exhibit "A" and to utilize those funds in the repair or reconstruction of Hines Hills Road.

Section 3: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village residents and the Village's infrastructure, the impending winter season and need to schedule and commence work, and shall therefore take effect and be in force from and immediately after its passage and execution.

PASSED:

BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Council for the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2013-7-33** was duly passed by the Council of the Village of Boston Heights, Summit County, Ohio at a meeting of Council on the 22th day of August, 2013.

BETTY KLINGENBERG, Fiscal Officer



The Environmental Quality Company

2701 N. I-94 Service Drive
Ypsilanti, MI 48198
Phone: 734-547-2500
Fax: 734-547-2501

Aug 20, 2013

Hon. William Goncy
Village of Boston Heights
45 East Boston Mills Road
Hudson, Ohio 44236

Re: Hines Hill Road Repairs Letter Agreement

Dear Mayor Goncy:

This letter agreement ("Agreement") sets forth the agreement between the Village of Boston Heights (the "Village") and EQ Industrial Services, Inc. ("EQ") (each a "Party" and, collectively, the "Parties") regarding repairs to Hines Hill Road within Village's jurisdictional boundaries. The Parties hereby agree as follows:

1. The Parties intend that this Agreement fully satisfies Ford Motor Company's ("Ford") obligations with respect to Hines Hill Road located within the jurisdiction of the Village arising under the Partial Consent Decree concerning the Krejci Dump Site in the Cuyahoga Valley National Park, Civil Action No. 5:97 CV00894 (ND. Ohio) (the "Consent Decree"), including, without limitation, Section 3.16 of the Site Management and Operations Plan developed by Ford and reviewed and approved by the Department of Interior or the National Park Service ("DOI/NPS") pursuant to the Consent Decree which provides: "The condition of Hines Hill Road will be reviewed and compared to the initial photographic representation conducted prior to [Remedial Action] activities. Any damage observed will be repaired to pre-RA conditions." The Parties also expressly agree that the sum paid hereunder is in addition to and has no relation to nor shall impact the Village's ability to recover, receive, utilize or benefit from in any way funds that have been paid to the United States of America, the Department of the Interior and/or the National Park System and have been previously designated for potential use in "financing improvements to Hines Hill Road near the [Krejci Dump Site] after the completion" of other remedial action at that site.
2. Within thirty (30) days after the effective date of this Agreement, EQ shall pay to the Village two hundred thousand dollars (\$200,000) to be used, at

the Village's discretion, for repairs and improvements to Hines Hill Road. Failure to so deliver the funds shall result in interest paid to the Village by EQ at the statutory rate, accruing from the effective date of this Agreement.

3. Upon the Village's receipt and deposit of the aforesaid two hundred thousand dollars (\$200,000.00), the Village shall release Bond ESD 731 6685 provided by EQ in the favor of the Village to secure payment for repairs to Hines Hill Road.
4. Upon the effective date of this Agreement, each Party releases the other Party, and its respective officers, directors, partners, members, shareholders, affiliates, subsidiaries, agents, attorneys, employees, predecessors, successors, heirs and assigns (collectively, the "Released Parties") from any and all now existing claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present and whether known or unknown, suspected, or claimed against any of the Released Parties which the Party has or may have, which arise out of or are connected with the Consent Decree or Hines Hill Road, whether arising under any federal, state or local civil law, or under any other local, state, or federal law, regulation or ordinance, or under any public policy, contract or tort, or under common law; or any claim for breach of contract, or any claim for costs, fees, or other expenses, including attorneys' fees incurred in these matters (all of the foregoing collectively referred to herein as the "Claims").
5. Each Party represents that it has made no assignment or transfer of any Claim.
6. Each Party acknowledges and intends that its execution and delivery of this Agreement shall be effective as a bar to each and every one of the Claims, and expressly consents and agrees that this Release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied.
7. Each Party represents and warrants that the undersigned has the authority to act on behalf of the respective Party and to bind the respective Party and all who may claim through it to the terms and conditions of this Agreement.

8. Each Party represents that it has had the opportunity to consult with an attorney, and has carefully read and understands the scope and effect of the provisions of this Agreement. No Party has relied upon any representations or statements made by any other Party hereto which are not specifically set forth or referenced in this Agreement.
9. This Agreement represents the entire agreement and understanding between the Parties concerning the matters addressed herein.
10. This Agreement may be amended only in writing, and such amendment shall be enforceable only against a Party that signed the amendment.
11. This Agreement may be executed in counterparts, and upon execution of all such counterparts, each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. The Parties agree that a signed facsimile or .PDF copy of this Agreement shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.
12. This Agreement shall be effective on that date that it is signed by all of the Parties.
13. The Parties agree that Ford is a third-party beneficiary to this Agreement.

Very truly yours
EQ INDUSTRIAL SERVICES, INC.

 By:
 Its:

Agreed:

VILLAGE OF BOSTON HEIGHTS

 By:
 Its:

Approved as to form:

 Marshal Pitchford, Village Solicitor

Date: _____

 Date

VILLAGE OF BOSTON HEIGHTS
RESOLUTION NO: 2013-8-43
FIRST READING / **ADOPTED**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SHARED SERVICES ARRANGEMENT WITH VALLEY FIRE DISTRICT FOR FIRE AND EMS SERVICE AND DECLARING AN EMERGENCY.

WHEREAS, one of the primary obligations and responsibilities of the Village Council is the safety and protection of the Village of Boston Heights residents; and,

WHEREAS, the Village currently operates a "volunteer" only fire department that due to budgetary and other constraints, cannot staff the Village Fire Station on a twenty-four (24) hour, seven (7) days a week basis; and,

WHEREAS, the Village Fire Department typically has only one or two members within the geographical boundaries or within a five (5) mile radius of the Village during business hours; and,

WHEREAS, the Volunteer Village Fire Department does not have or operate an ambulance from within the Village Fire Station; and,

WHEREAS, the Volunteer Village Fire Department has only one paramedic on its roster; and,

WHEREAS, the National Fire Protection Association establishes an advanced life support response time goal of eight (8) minutes, yet historically the response time for ambulances to certain locations within the Village exceeds eight (8) minutes; and,

WHEREAS, the Village of Boston Heights Codified Ordinances require fire inspections to be made on a yearly basis and the Volunteer Village Fire Department for the Village has undergone some challenges in this regard in the past few years; and,

WHEREAS, the Valley Fire District has put forth a proposal that will provide fire, emergency medical, dispatch and related services to the Village of Boston Heights on a twenty-four (24) hour, seven (7) days a week basis with: (1) both part-time and full time professional staffing, including paramedics and fire inspectors; (2) the opportunity for greater trained firefighters; (3) the foil time placement of an ambulance at the Village Fire Station; (4) improved response times for first-responders and ambulances; and, (5) ongoing employment for the current members of the Volunteer Village Fire Department.

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Boston Heights, Summit County, Ohio as follows:

Section 1: That the Mayor is hereby authorized and directed to enter into a Shared Services Agreement with the Valley Fire District. A copy of the agreement is attached hereto as Exhibit "A."

Section 2: That the Mayor is hereby authorized and directed to enter into a Village Equipment Lease Agreement with the Valley Fire District. A copy of the agreement is attached hereto as Exhibit "B."

Section 3: That the Mayor is hereby authorized and directed to enter into a Village Fire Station Lease Agreement with the Valley Fire District. A copy of the Agreement is attached hereto as Exhibit "C."

Section 4: That the subject Shared Services Agreement, the Village Equipment Lease Agreement, and the Village Fire Station Lease Agreement (referred to hereinafter as "the Shared Services Arrangement" and attached hereto) are being entered pursuant to Ohio law, including but not limited to Ohio Revised Code 9.482, and the Codified Ordinances of the Village of Boston Heights.

Section 5: That effective October 1, 2013 due to the commencement of work by the Valley Fire Department as contemplated in the three (3) separate agreements attached hereto (the Shared Services Arrangement), the Village Fire Department will have a lack of work. As a result of the Shared Services Arrangement, and in particular, that Valley Fire District will provide all fire and emergency medical services as outlined in this Resolution and in the attached agreements, the Village projects and finds that there will be no work for anyone currently working in the Village Fire Department. The work required of the Village Fire Department under the Village Codified Ordinances and state law shall transfer to Valley Fire District under the Shared Services Arrangement so long as the three (3) agreements are in place and there has been no uncured breach or termination thereof. Therefore, a lack of work is projected, and there is no need for the employees of the Village Fire Department to work. Any scheduling or other work by the Village Fire Department will be unnecessary in light of the full time, around the clock provision of fire and emergency medical services by the Valley Fire District. A complete reduction in force in the Village Fire Department is required. All employees of the Village Fire Department shall be laid off due to lack of work, effective September 30, 2013 at 11:59 p.m., and provided notice of such. It is the understanding of the Village that all Fire Department employees are being provided an opportunity for employment with the Valley Fire District pursuant to the Shared Services Arrangement. Dispatch services for emergency fire and medical shall be provided by the Village of Richfield, as contemplated under the Shared Services Arrangement. Dispatch services for the Village Police Department shall remain with the City of Macedonia at this time.

Section 6: That the Mayor and Village Fiscal Officer are hereby authorized and directed to carry out all related actions in order to implement the Shared Services Arrangement and the terms of this Resolution. This includes but is not limited to issuing notices to the City of Macedonia, executing documents, completing certificates and more.

Section 7: That, Glen Blakeney, Sr., as a member of Village Council, shall be the Village's official representative and liaison to the Valley Fire District for all purposes as designated under the Shared Services Arrangement through January 31, 2014.

Section 8: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 9: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and welfare of the community for the reasons set forth below and elsewhere in this Resolution, and to otherwise comply with the requirements of the Ohio Revised Code. That the Village of Boston Heights Council finds as follows:

- A. The Village currently operates a "volunteer" only fire department and due to budgetary and other constraints, cannot staff the Village Fire Station on a twenty- four (24) hour, seven (7) days a week basis.
- B. Everyday challenges to volunteer fire departments around the state and the country continue to grow. According to the National Fire Protection Association, the number of volunteer firefighters across the country is declining. Even the Boston Heights Fire Department active roster has decreased in recent years going from eighteen (18) members to just eleven (11). The Volunteer Village Fire Department typically has only one or two members within the geographical boundaries or within a five (5) mile radius of the Village able to respond during business hours.
- C. The National Fire Protection Association establishes an advanced life support travel response time goal of eight (8) minutes, yet historically the response time for ambulances to certain locations within the Village has exceeded eight (8) minutes.
- D. The Village of Boston Heights Codified Ordinances require fire inspections to be made on a yearly basis and the Volunteer Village Fire Department for the Village has undergone some challenges in this regard in the past few years.
- E. Of its eleven (11) members, the Volunteer Village Fire Department currently has only one paramedic on staff.
- F. The Volunteer Village Fire Department does not have or operate an ambulance from within the Village Fire Station. An ambulance is dispatched from the City of Macedonia for emergency medical calls.
- G. The Valley Fire District has put forth a Shared Services proposal that will provide fire safety, fire inspections, emergency fire and medical, and dispatch services to the Village of Boston Heights on a twenty-four (24) hour, seven (7) days a week basis with full time professional staffing, including paramedics and fire inspectors, the opportunity for improved and better training for firefighters serving the Village, the full time placement

of an ambulance at the Village Fire Station, and, ongoing employment for the current members of the Village Fire Department.

- H. Under the Shared Services Arrangement, a "volunteer" department will be replaced with a full-time, 24-hour, seven day a week professional department. The Valley Fire Department currently has a roster of forty-one (41) members, more than triple the Village Fire Department roster. Valley's current roster also includes several residents of Boston Heights, including Valley's Fire Chief, which shall also improve response times for non-scheduled firefighters responding to calls from within the Village.
- I. Under the Shared Services Arrangement, the first-responder times within the Village will not change. In fact, it is likely to improve. The Village Fire Chief has reported that, currently, the Village Fire Department typically has only one or two members able to respond during business hours. Members work outside the Village and are not able to respond to calls. For medical emergencies, an ambulance has to come from the City of Macedonia. This is a dangerous situation that will be improved under the Shared Services Arrangement. It is contemplated that first-responders will be stationed and staffed at the Village Fire Station for a minimum of one shift with an expectation of two, eight hour shifts on a regular basis. For those first-responders there will be no travel time to the Village Fire Station, therefore reducing the overall response times on calls throughout the Village.
- J. Further, because it will not be necessary for first-responders to be working a scheduled shift in order to respond, other first responders on the Valley Fire Department (including the current Village Fire department and those additional Valley Fire district members) shall also respond to calls throughout the day and evening. As a result, response times for first-responders will continue to be the same.
- K. Further, with the placement of an ambulance at the Village Fire Station on a twenty-four (24) hour, seven (7) days a week basis within the Village and with responders coming directly from that station during the Village's anticipated high call volume period, ambulance travel response times to locations throughout the Village shall improve by over half the current response time. Again, the Village has no current ambulance of its own, and all ambulances presently respond from outside the Village.
- L. Further, under the Shared Services Arrangement, the citizens of Boston Heights will have paramedics scheduled on each shift. A paramedic will always be on the schedule and able to respond, in contrast to the Village's current roster which lists only one paramedic. This will mean qualified health care personnel will arrive on calls faster than they do presently.

- M. Further, the Shared Services Arrangement eliminates the Village's ongoing challenges with regard to fire inspections due to the fact there are several fire inspectors employed with the Valley Fire District, as opposed to one with the Village Fire Department. In addition, the Valley Fire District has an established, professional inspection in place with a strong record of success.
- N. Further, the Shared Services Arrangement will improve the community's ability to secure grants for equipment, training and materials, which will improve the overall safety of the Village and reduce the overall tax burden on Village residents.
- O. One of the primary obligations and responsibilities of the Village Council is the safety and protection of Boston Heights' residents. As a result of the Shared Services Arrangement, in total, the safety of the Village's residents will greatly improve.

As such, this Resolution shall take effect and be in force from and after its passage and execution.

PASSED:

BILL GONCY, Mayor

ATTEST:

I, BETTY KLINGENBERG, Fiscal Officer and Clerk of the Council for the Village of Boston Heights, Summit County, Ohio do hereby certify that the foregoing Resolution **2013-8-43** was duly passed by the Council of the Village of Boston Heights, Summit County, Ohio at a meeting of Council on the 22th day of August, 2013.

BETTY KLINGENBERG, Fiscal Officer