

Mahoning County Career and Technical Center

7300 N. Palmyra Road  
Canfield, OH 44406

TO: Eleven Fire Districts, Townships, and City  
(As they are named in paragraph 3)

FROM: Mahoning County Career and Technical Center

Re: Intent to Finance, Construct, Operate, Maintain, and Use  
A Fire Training Facility on the Property of the  
Mahoning County Career and Technical Center

Dear Eleven Fire Districts, Townships, and City:

The purpose of this letter is to outline the intention of the Board of Education of the Mahoning County Career and Technical Center (herein "MCCTC") to assist in the financing, construction, operation, maintenance, and use of a Fire Training Facility on the real property of the MCCTC, and to authorize the use of the Facility by the Eleven Fire Districts, Townships, and City (herein "Licensees"). Because it is not possible to detail all of the provisions of a definitive "Facilities Use Agreement" in this Letter of Intent, this letter shall outline the basic intentions of the parties and shall not, in of itself, be legally binding.

The basic provisions of the anticipated Facilities Use Agreement applicable to the Fire Training Facility to be constructed on the property of MCCTC shall be as follows:

1. Facilities Use Agreement.

The consummation of the transaction contemplated by this Letter of Intent shall be conditioned upon the Licensees and the MCCTC entering into a Facilities Use Agreement for the financing, construction, operation, maintenance, and use of the Fire Training Facility to be erected and operated on the property of the MCCTC containing the terms outlined herein and such other terms and conditions as are generally found in such agreements applicable to property in Mahoning County, Ohio.

- a. If this letter of Intent is not signed and delivered by all parties to the MCCTC by June 30, 2015, then this Letter of Intent shall be automatically null and void.
- b. After all parties have signed this Letter of Intent, if the Facilities Use Agreement is not entered into within sixty (60) days subsequent to the MCCTC obtaining

financing for the Facility as anticipated by paragraph 9.d, then this Letter of Intent shall automatically be null and void.

2. Fire Training Facility.

The Fire Training Facility will be a steel structure used to provide training for firefighters and leaders in controlled environments, which replicate actual conditions. The Fire Training Facility shall be erected, maintained and operated on the property of the MCCTC and the Licensees shall be permitted to use the Fire Training Facility according to the terms and conditions referenced herein. The MCCTC shall own the Fire Training Facility. The Licensees shall have no right, title or interest in and to the Fire Training Facility or any other property of the MCCTC, save and except the right to use the Facility as referenced herein. A copy of preliminary specifications for the facility are attached hereto, but they are subject to modification by the MCCTC.

3. Licensee Price.

The MCCTC shall allocate eleven (11) equal time slots for Licensees, one (1) to each of the following Public Entities:

1. Austintown Township,
2. Beaver Township,
3. Berlin Township,
4. Boardman Township,
5. Cardinal Joint Fire Department,
6. Ellsworth Township,
7. Green Township,
8. Springfield Township,
9. Western Reserve Joint Fire District,
10. Youngstown City, and
11. (Yet-to-be-identified)

The Licensee price for each of the eleven (11) time slots shall be \$55,000.00 payable in annual installments of \$5,000.00 for eleven (11) consecutive years, each such installment being due and payable no later than October 1 of each successive year until paid in full. The first installment payment shall be made to the MCCTC by each Licensee upon execution of the Facilities Use Agreement with the balance of the Licensee price being paid in annual installments according to a Promissory Note to be issued by the Licensee to the MCCTC at Closing.

4. Construction and Maintenance of the Fire Training Facility.

The MCCTC shall be responsible for obtaining the necessary financing of and for constructing of the Fire Training Facility, and the MCCTC shall be responsible for the on-going maintenance and operation of the Fire Training Facility. It is anticipated that, from the \$55,000.00 per year to be paid by Licensees of the 11

Licensee time slots, the MCCTC will allocate money from those collections to pay any loan for construction of the Facility that it may have incurred, as well as allocating from such collections any amounts needed for maintenance, operation and related expenses, including but not limited to insurance coverage as it deems appropriate.

5. Use of the Fire Training Facility.

Use of the Fire Training Facility shall be scheduled by the MCCTC for its own purposes and for use by the Licensees according to the following order of priority:

- a. The day-time educational program of the MCCTC shall have first priority and primary use of the Fire Training Facility at any time.
- b. The night-time and Adult Education Program of the MCCTC shall have second priority for use of the Fire Training Facility at any time.
- c. The Licensees shall have third priority for use of the Fire Training Facility, and each of the 11 time slots allocated to the Licensees shall contain two (2) weekend days during each of the two (2) semi-annual periods in a calendar year, one (1) evening per month during a calendar year, and other use as may be available subject to approval of scheduling by the MCCTC. Such scheduling shall be set by MCCTC, with input from the Licensees prior to the start of each calendar year.
- d. Other political subdivisions who are not a licensee under this agreement may be authorized to use the Fire Training Facility subject to approval of the MCCTC with respect to times that may be available in the schedule and subject to a user fee as determined by the MCCTC.
- e. Any use of the Fire Training Facility by the MCCTC, any Licensee, and any other political subdivision shall be subject to approval of the MCCTC and each must independently arrange for and pay a certified instructor to oversee its use of the Fire Training Facility. Any fire instructors utilized by any user of the Fire Training Facility, whether the MCCTC, a Licensee, or another public entity, shall be subject to prior review and written approval by the MCCTC.

6. Rules for Use of the Fire Training Facility.

The MCCTC shall review and adopt policies, procedures, rules and regulations for the use of the Facility, and shall obtain the input of the Licensees prior to adopting and implementing those policies, procedures, rules and regulations which shall include, but shall not be limited to, the following subjects:

- a. Scheduling
- b. Hours of Operation
- c. Physical Fitness Standards for trainees.
- d. Instructor Qualifications.

7. Workers' Compensation Coverage and Liability Insurance of Licensees.

Each Licensee, the MCCTC, and other users of the Fire Training Facility shall:

- a. Maintain Workers' Compensation coverage on its own employees who utilize the Facility;
- b. Be responsible for any personal injury or property damage caused by negligent actions, omissions, or use of the Facility by or through itself or its agents or employees; nothing in the agreement shall impute or transfer any such responsibility from one party to the other;
- c. Defend itself and be responsible for judgments and costs that may arise from such negligent acts, omissions or use;
- d. Maintain a policy of general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, whereby each Licensee or other user names the MCCTC as an additional insured, and the MCCTC names each Licensee or other user as an additional insured;
- e. Certificates of such insurance coverage and Workers' Compensation coverage shall be provided by each party to the MCCTC and by the MCCTC to the Licensees and other users at the Closing of the transaction contemplated herein, and prior to the start of each calendar year during the term of this Agreement; and
- f. Require each of its respective employees, students, volunteers or other participants who use the Fire Training Facility to acknowledge in writing their mental and physical fitness to fully participate in training on the Fire Training Facility, to acknowledge the risks and hazards connected with participation, including the potential of injury, to elect voluntarily to participate in the training, to assume any risk, loss, damage, or injury resulting from participation, and to release, waive, and discharge the MCCTC from any and all liability, claims, demands, actions, causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by that participant while participating in classes on the Fire Training Facility.

8. Term of Agreement.

The Agreement shall be for a period of eleven (11) years among the parties, and it shall not be extended unless the parties negotiate and agree to such an extension in writing no later than six (6) months prior to the expiration of the initial 11-year term.

9. Conditions to Closing.

Closing of these agreements will be conditioned, among other things, on:

- a. Each party's satisfactory conclusion of its due diligence investigation into the feasibility of the terms and conditions generally expressed herein.
- b. Negotiation of an acceptable Facilities Use Agreement.
- c. Absence of litigation regarding the transactions.
- d. The ability of the MCCTC to obtain the necessary grant funding/financing for the construction of the Fire Training Facility on terms acceptable solely to the MCCTC.
- e. Other applicable conditions that may arise in due diligence.

If the terms and conditions contained herein are agreeable, please sign the attached Approval of Letter of Intent which is applicable to your Fire District, Township, or City, and return it to John Zehentbauer, Assistant Superintendent of the MCCTC, together with a certified copy of a Resolution adopted by your public entity authorizing the signing of this Letter of Intent.

Sincerely,

Board of Education of the Mahoning  
County Career and Technical Center

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Treasurer

Approval of Letter of Intent

For and on behalf of Cardinal Joint Fire District, the undersigned do hereby approve the terms and conditions set forth in the attached Letter of Intent pertaining to the financing, construction, operation, maintenance and use of the Fire Training Facility to be constructed on the real property of the Mahoning County Career and Technical Center.

Date: 6/22/2015

By Resolution 6/22/15  
By CJFD Board of Trustees  
Don Yutka Fire Chief

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

## Approval of Letter of Intent

For and on behalf of Green Township, the undersigned do hereby approve the terms and conditions set forth in the attached Letter of Intent pertaining to the financing, construction, operation, maintenance and use of the Fire Training Facility to be constructed on the real property of the Mahoning County Career and Technical Center.

Date: 6/16/15

Gene [Signature]  
Mark [Signature]  
David A. [Signature]

**RESOLUTION  
OF THE TRUSTEES  
OF THE CARDINAL JOINT FIRE DISTRICT  
REGARDING ENTERING INTO A LETTER OF  
INTENT WITH THE MAHONING COUNTY  
CAREER AND TECHNICAL CENTER**

WHEREAS, the Mahoning County Career and Technical Center has expressed its intention to construct, operate and maintain a fire training facility at its property located at 7300 North Palmyra Road in Canfield Township, Mahoning County, Ohio;

WHEREAS, the Mahoning County Career and Technical Center has requested financial assistance from political subdivisions that provide fire protection services within their geographical territory, and has drafted a "Letter of Intent" (L.O.I.) which outlines the proposed relationship of the parties with respect to the construction, financing, maintenance and use of the fire training facility;

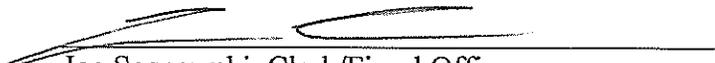
WHEREAS, the L.O.I. is expressly contingent upon the negotiation of an acceptable facilities use agreement to the Cardinal Joint Fire District, the ability of the Mahoning County Career and Technical Center to obtain necessary grant funding/financing, and other applicable conditions that may arise in due diligence;

WHEREFORE, BE IT RESOLVED by the Board of Trustees of the Cardinal Joint Fire District that Don Hutchison, Fire Chief of the Cardinal Joint Fire District, is hereby authorized to enter into and execute, on behalf of the Board and Fire District, a Letter of Intent with the Mahoning County Career and Technical Center to demonstrate the Fire District's intention to proceed forward with the financing, construction and use of a fire training facility at the Mahoning County Career and Technical Center.

MR. SKROBOLA moved for the adoption of the resolution, Mrs. Potter seconded the motion, and the roll being called upon its adoption the vote resulted as follows:

Michael Clayton	<u>AYE</u>
John Morvay	<u>AYE</u>
Marie Cartwright	<u>AYE</u>
Carol Potter	<u>AYE</u>
Andy Skrobola	<u>AYE</u>

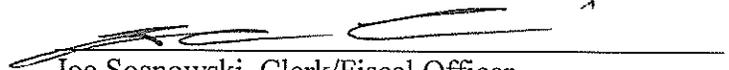
Adopted this 22 day of June, 2015.

  
Joe Sosnowski, Clerk/Fiscal Officer  
Cardinal Joint Fire District  
Mahoning County, Ohio

The State of Ohio, Mahoning County, ss.

I, Joe Sosnowski, Clerk of the Cardinal Joint Fire District do hereby certify that the foregoing is taken and copied from the Record of Proceedings of said board; that the same has been compared by me with the Resolution said Record and that it is a true and correct copy thereof.

Witness my signature this 22 day of June, 2015.

  
Joe Sosnowski, Clerk/Fiscal Officer

Approval of Letter of Intent

For and on behalf of Austintown Township, the undersigned do hereby approve the terms and conditions set forth in the attached Letter of Intent pertaining to the financing, construction, operation, maintenance and use of the Fire Training Facility to be constructed on the real property of the Mahoning County Career and Technical Center.

Date: 6-17-2015



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

I WOULD LIKE INPUT OR CLARIFICATION ON THE FOLLOWING SECTIONS

5b.            7b.            8.  
5e.            7f.

IS THERE A BOARD SET UP FOR MAJOR DECISION MAKING (ADVISORY BOARD)

ANDY FROST III  
AUSTINTOWN FIRE CHIEF  
OFFICE 330-799-8502

Held

20

**BERLIN TOWNSHIP REGULAR MEETING  
June 1, 2015**

The meeting was called to order by the Chairperson Mrs. Jodi Kale with trustees Mr. Jason Young and Mr. Denny Furman and Fiscal Officer Dolly Bennett in attendance. 3 visitors recited the Pledge of Allegiance to the Flag with the Board.

All transient, general and routine correspondence and draft minutes are disposed of per the provisions of the retention period for Berlin Township.

Mr. Young made a motion, seconded by Mr. Furman that the minutes of the last meeting are approved as written. All Trustees voted in favor.

Mr. Young made a motion for Resolution, seconded by Mr. Furman, that the May Financial Reports are approved as submitted by the Fiscal Officer. All Trustees voted in favor. 34-2015

After discussion, Mr. Furman made a motion for Resolution, seconded by Mr. Young, that the Fire Department has permission to purchase 5 Minitor pagers @ of \$500 each (estimated). All Trustees voted in favor. 35-2015

At the request of Kevin Windham, Mr. Young made a motion for Resolution, seconded by Mr. Furman that the township purchase 2 skids of crack seal material @ \$1536 each. All Trustees voted in favor. 36-2015

After discussion with Kevin Windham, Mr. Young made a motion for Resolution, seconded by Mr. Furman, that the township completes ditching requests at 16335, 16441 and 16701 Heiser Road. Kevin will contact Bill Beck to do this work. 37-2015

Trustees discussed a Letter of Intent submitted by the MCCTC for a burn tower to be built at their facility and used by local fire departments for training. This is simply a letter stating the township would be interested in participating, no commitment being made to go into a contract at this time. Mr. Furman made a motion for Resolution, seconded by Mr. Young that the township sign the letter of intent and return it to the MCCTC. All Trustees voted in favor. 38-2015

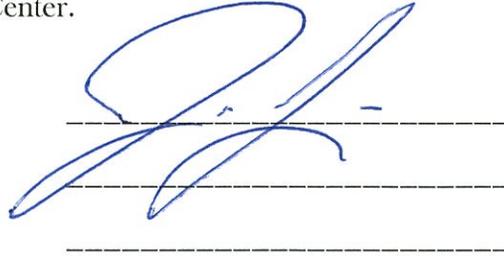
Mrs. Kale listed the following orders of business:

1. Kevin Windham attended the State EAPO & Northeast Ohio Snow and Ice Technologies Conference in Tallmadge, Ohio on May 20.
2. Everyone was thanked for their preparation and participation in the Memorial Day Services. Kevin is especially thanked for his work in set- up and clean- up and the placement of food tables in a different location. Everything went very well.
3. The Resolution for placement of the Road Levy has been filed with the Board of Elections. The County Auditor's Office has given Mrs. Kale an estimate of \$61.25/year per \$100,000 of valuation is what a resident could expect to pay for the 1.75 mills.
4. Summer price for salt came in at \$68.62/ton. This is still much higher than it was hoped, but much better than it could have been. May 18 was the deadline for salt commitment at winter prices, of which no price has been given. Therefore, the township did not commit to any winter supply. ODOT is offering the same as last year to purchase salt at their cost if needed with no commitment. It is hoped the price will be at least the same as summer prices or lower than same.
5. The Heiser Road ditching job discussed at the last meeting has been completed.
6. Regarding the tree removal at the Noble property on Weaver Road: Mrs. Kale took a photo of the tree today and it is obviously not dead. There are some dead branches in it and some overhanging onto the road, but full removal does not seem to be in order. Trustees discussed this situation and looked at the photo. It was agreed that the tree could be trimmed up with the use of a bucket truck (borrowed from Milton Township by Kevin) and this should solve some of the problems. The board agreed full removal does not need to be done right now.
7. The Board has been looking into going onto EFT for payroll of the township. The bank charges

## Approval of Letter of Intent

For and on behalf of Boardman Township, the undersigned do hereby approve the terms and conditions set forth in the attached Letter of Intent pertaining to the financing, construction, operation, maintenance and use of the Fire Training Facility to be constructed on the real property of the Mahoning County Career and Technical Center.

Date: ~~06~~ 07-16-15



## Vickie Davis

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**From:** Gaglione, Karen <KGaglione@mahoningcountyoh.gov>  
**Sent:** Tuesday, July 14, 2015 11:46 AM  
**To:** Vickie Davis  
**Cc:** Jason Loree; Stephanie Landers; Hackett, Sharon  
**Subject:** MCCTC Letter of Intent  
**Attachments:** MCCTC Letter of Intent (Final) 7-14-15.docx

Chief:

Attached for your review is a Letter of Intent to Finance, Construct, Operate, Maintain, and Use a Fire Training Facility on the Property of the Mahoning County Career and Technical Center. The Letter of Intent has been reviewed and approved as to form by this Office. As the Board will not be meeting again until July 27, 2015, if the Letter of Intent meets with the Township's approval, please have the Township Administrator sign the Letter of Intent, with language that it is subject to the ratification by the Board of Trustees. Once the Letter of Intent is signed by the Administrator, please provide a signed original to John Zehentbauer, Assistant Superintendent of MCCTC. Thereafter, at the next meeting of the Trustees, the Board should adopt a resolution approving and authorizing the signing of the Letter of Intent.

Once the Letter of Intent is approved by the Board, please provide a signed original along with a copy of the Resolution approving the Letter of Intent, to John Zehentbauer, Assistant Superintendent of MCCTC.

As always, if you should have any questions, please feel free to contact me.

Karen

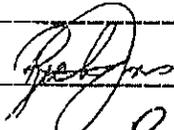
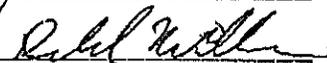
Karen Markulin Gaglione  
Assistant Prosecuting Attorney  
Mahoning County Prosecutor's Office  
21 West Boardman Street  
Youngstown, OH 44503  
(330) 740-2330 (ext. 7249)  
(330) 740-2829 Facsimile

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Approval of Letter of Intent

For and on behalf of Springfield Township, the undersigned do hereby approve the terms and conditions set forth in the attached Letter of Intent pertaining to the financing, construction, operation, maintenance and use of the Fire Training Facility to be constructed on the real property of the Mahoning County Career and Technical Center.

Date: 7-17-15

9. Conditions to Closing.

Closing of these agreements will be conditioned, among other things, on:

- a. Each party's satisfactory conclusion of its due diligence investigation into the feasibility of the terms and conditions generally expressed herein.
- b. Negotiation of an acceptable Facilities Use Agreement.
- c. Absence of litigation regarding the transactions.
- d. The ability of the MCCTC to obtain the necessary grant funding/financing for the construction of the Fire Training Facility on terms acceptable solely to the MCCTC.
- e. Other applicable conditions that may arise in due diligence.

If the terms and conditions contained herein are agreeable, please sign the attached Approval of Letter of Intent which is applicable to your Fire District, Township, or City, and return it to John Zehentbauer, Assistant Superintendent of the MCCTC, together with a certified copy of a Resolution adopted by your public entity authorizing the signing of this Letter of Intent.

Sincerely,

Board of Education of the Mahoning  
County Career and Technical Center

By *Robert Tom*  
CHAIRMAN President  
ELLSWORTH TOWNSHIP TRUSTEES

By *James R. DeCesso*  
JAMES R DECESSO Treasurer  
FISCAL OFFICER  
ELLSWORTH TOWNSHIP TRUSTEES

Approval of Letter of Intent

For and on behalf of Green Township, the undersigned do hereby approve the terms and conditions set forth in the attached Letter of Intent pertaining to the financing, construction, operation, maintenance and use of the Fire Training Facility to be constructed on the real property of the Mahoning County Career and Technical Center.

Date: 6/16/15

[Signature]  
[Signature]  
David A. Saylor



Richard R. Lotze  
Fiscal Officer

# Beaver Township Administration Offices

11999 South Avenue  
P.O. Box 598  
North Lima, Ohio 44452-0598

•  
Phone (330) 549-3993  
Fax (330) 549-3020

## Trustees

Ronald L. Kappler  
Larry S. Wehr  
Thaddeus (Ted) J. Lyda, Jr.

On this 14<sup>th</sup> day of July, 2015, the following Motion was passed by the Beaver Township Board of Trustees:

A Motion was made by Mr. Kappler, seconded by Mr. Lyda approving the Letter of Intent to assist the Mahoning County Career and Technical Center in the financing, construction, operation, maintenance, and use of a Fire Training Facility on the property of the Mahoning County Career and Technical Center located at 7300 N. Palmyra Road, Canfield Ohio. This is a NON-BINDING action by the Beaver Township Board of Trustees. Roll Call as follows: Mr. Kappler, aye; Mr. Wehr, absent, Mr. Lyda, aye.

A handwritten signature in cursive script, appearing to read "Ronald L. Kappler", written over a horizontal line.

Ronald L. Kappler

Chairman

Beaver Township Board of Trustees