

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: January 23, 2017 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:

Trustee Paul Hovis  
Vice Chairman Trustee Frank Parke  
Chairman Trustee Ted Webb  
Fiscal Officer Rita K. Drew

- Trustee Parke reminded the assemblage of the Public Comment procedures

**031-17** To accept the minutes from the January 9 Regular Meeting.

**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**032-17** To authorize the Fiscal Officer to do the following Supplemental Appropriation.  
*\$3,500.00 to 01-A-05 (General: Equipment)*

**Motion:** Trustee Parke  
**Second:** Trustee Hovis  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**033-17** To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

**Motion:** Trustee Parke  
**Second:** Trustee Hovis  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**034-17** To appoint Thad Wajda as the Cemetery Sexton, at a rate of \$250.00 per month, effective February 1.

**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**035-17** To adopt the attached *IT Services Cooperative Agreement* with Bristol Township.

**Motion:** Trustee Parke  
**Second:** Trustee Hovis  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**036-17** To adopt the attached *IT Services Cooperative Agreement* with Champion Township.

**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**037-17** To adopt the attached *IT Services Cooperative Agreement* with Southington Township.

**Motion:** Trustee Parke  
**Second:** Trustee Hovis  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**038-17** To direct Chief Lewis to repost for the position of Firefighter/Medic with attached desired qualifications, for a period of 15 days, to begin no later than January 24, 2017 at 4:00pm, with the following application review and interview process.

- *Previous applications need not be resubmitted unless changes are required*
- *All applications will be forwarded to a panel of three (3) Fire Chiefs of other Departments*
- *No Fire Chief on said panel may be the Chief overseeing any applicant in their Department*
- *The panel will review all applications and conduct any interviews based solely on their judgment*
  - *All interviews will be conducted at the Bazetta Township Administration Building*
  - *The Board of Trustees and Chief Lewis will accept the panel's recommendation*

**Motion:** Trustee Hovis

**Second:** Trustee Parke

**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**Correspondence (Copies available upon request):**

- Letter from Ohio Public Employees Retirement System (OPERS) denying the township's Conversion Plan application
- Letter of Resignation from Zoning Commission Member Jack Hineman

**Administration:**

- Greg Kowalcyk from Geauga-Trumbull Solid Waste Management addressed questions regarding recent recycling bin issues
  - Some internal management turnover at the end of 2016
  - Switched haulers at the end of 2016
  - Service dates have not changed, but pick up times have
    - Pick up previously early in the morning, but is now in the afternoon
  - Have begun running more trucks on Mondays
  - Looking into a few options for Bazetta Township
    - Possibility of expanding pick-ups to 5 days per week instead of 3
    - Possibility of adding an additional bin
    - Adding a bin will be thousands of dollars cheaper than expanding pick-ups
  - Change could be made within the next week or two
- Trustees noted that, due to levy failures and ongoing state budget cuts, they need to discuss the status of Bazetta Township Park for 2017
  - Trustee Parke said he would like to schedule a meeting with the Parks & Recreation Board to decide how to proceed
  - Trustee Webb said the following
    - The next scheduled meeting would be February 14
    - Will reschedule that meeting to February 7 at 7:00pm at the Administration Building
    - Would like all Trustees and the full Parks & Recreation Board to attend

**Fire Department:**

- Chief Lewis announced that the Fire Department had received a LUCAS mechanical CPR machine, donated by University Hospitals at a value of \$15,200.00
- See Attached Agenda

**039-17** To approve the attached contract with Physio-Control, Inc.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**040-17** To approve the attached *Other States Coverage - Premium Renewal*.

- Motion:** Trustee Hovis
- Second:** Trustee Parke
- Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**Police Department:**

- See Attached Agenda

**041-17** To authorize Chief Hovis to sell the following vehicles obtained via the Police Department Impound Lot, at a sale price not to exceed \$2,500 per ORC §4513.61.

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| <i>Mercury Mountaineer (VIN 2098)</i> | <i>Chevy Cavalier (VIN 9966)</i>     |
| <i>Chevy Lumina (VIN 5694)</i>        | <i>Pontiac Grand Prix (VIN 1313)</i> |
| <i>Volvo Station Wagon (VIN 8562)</i> | <i>Chevy Lumina (VIN 0892)</i>       |

- Motion:** Trustee Parke
- Second:** Trustee Hovis
- Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**Road Department:**

- Superintendent Parke reported
  - Graves at the cemetery have been leveled
  - Potholes have been filled
  - There was not a single pot hole on the chip-sealed portion of McCleary Jacoby Road

**042-17** To approve the attached 2016 Township Highway System Mileage Certification.

- Motion:** Trustee Hovis
- Second:** Trustee Parke
- Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**Planning Director, Zoning Inspector & Code Enforcement Officer:**

- Nothing to report

**Zoning Commission & Zoning Board of Appeals:**

- Nothing to report

**Parks & Recreation Board:**

- Nothing to report

**043-17** To rescind Board Resolution #013-17.

- Motion:** Trustee Hovis
- Second:** Trustee Parke
- Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**044-17** To establish the following Trustee/Department Head Liaisons for Fiscal Year 2017.

- |                               |                      |
|-------------------------------|----------------------|
| <i>Fire Department</i>        | <i>Trustee Parke</i> |
| <i>Police Department</i>      | <i>Trustee Webb</i>  |
| <i>Road Department</i>        | <i>Trustee Hovis</i> |
| <i>Zoning Boards</i>          | <i>Trustee Webb</i>  |
| <i>Parks &amp; Recreation</i> | <i>All Trustees</i>  |

- Motion:** Trustee Parke
- Second:** Trustee Hovis
- Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**Safety Committee:**

- Chief Lewis said the next meeting would be February 2 at 8:00am at the Police Department

**Health Insurance Committee:**

- Nothing to report

**Public Information Officer:**

- Nothing to report

**Asked to be placed on the Agenda:**

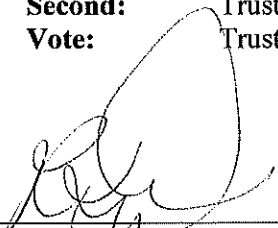
- None


**Public Comment:**

- Joseph & Dee Bielecki of Northview Drive
  - Ongoing problem with flooding at the back of properties on Northview Drive
  - Would appreciate someone coming out to talk to them about the problem
  - Asked if a general letter could go out to everyone on the street encouraging them to connect to the storm drains
- Inspector Mills said he spoke to Atty. Finamore about this and was told the following
  - Neither the Township nor County has authority to force residents to tie into the storm system
  - Could use the Property Maintenance Code, but an official complaint would have to be filed
- Trustee Hovis said the following
  - Water is coming from residents' properties, as well as from the golf course
  - Trustees had a meeting with Trumbull County and is waiting to hear exactly where a few news houses will be built
  - Once they know the specific locations of the houses, they can proceed
  - Don't want to make any change because the houses may interfere with anything that is decided now
- Inspector Mills said he was willing to write an informational letter to Northview Drive residents this week or next week
- Fiscal Officer Drew noted that the expense of creating and mailing such a letter would use up 15-20% of the entire non-salary Zoning budget for this year

**043-17** To adjourn the meeting at 7:56pm.

**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

  
 \_\_\_\_\_ Dated: 01-25-17  
 Attested by: Fiscal Officer Rita K. Drew

  
 \_\_\_\_\_ Dated: 2/13/17  
 Approved by: Chairman Trustee Ted Webb

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 08th day of February 2017, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Bristol Township, (hereinafter "Cooperative Agency User") whose address is P.O. Box 254 Bristolville, Ohio, 44402

**I. RECITALS**

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Terms of Agreement:**

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 08 day of February 2017 and continuing thereafter for a period of one year terminating at the close of business the 07 day of February 2018. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 12th day of February 2017, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Champion Township, (hereinafter "Cooperative Agency User") whose address is 149 Center Street E., Warren, Ohio, 44481

**I. RECITALS**

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Terms of Agreement:**

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 12th day of February 2017 and continuing thereafter for a period of one year terminating at the close of business the 11 day of February 2018. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 1st day of February 2017, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Southington Cortland, Ohio 44410 and Township Township, (hereinafter "Cooperative Agency User") whose address is 4165 St. Rt. 305 Southington, Ohio, 44470

**I. RECITALS**

- A. Whereas, the parties to this agreement desire to form cooperative agreements, enterprises, services or plans to provide, perform or utilize like services or products, to reduce the cost of such services or products to each party; and
- B. Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for such purposes, and IT Service Provider is willing to perform the services called for upon the terms and conditions set forth in this Agreement, in a cooperative effort;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**1. Terms of Agreement:**

- A) The term of this is agreement shall be for a period of one (1) year, commencing on the 1st day of February 2017 and continuing thereafter for a period of one year terminating at the close of business the 31 day of January 2018. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

**2. Duties/Services to be performed:**

IT Service Provider shall provide the following services to Cooperative Agency User, including but not limited to: planning, managing, maintenance and operation of Cooperative Agency User's information technology infrastructure; maintenance of servers, support equipment and email service; maintenance and repair of all Cooperative Agency User's desktop computers; maintenance and repair of all laptop computers; maintenance of antivirus and malware software; selection of hardware and software products appropriate for Cooperative Agency User's needs and requirements; integration of such products with Cooperative Agency User's organizational needs and infrastructure; install; reasonable repair and maintenance of department printers; provision of a secure and effective environment that supports the activities of the Cooperative Agency User's computer users; programming as needed to connect existing components (scripting) of Cooperative Agency User's server and system, data storage devices and any and all other applicable Information Technology requirements of Cooperative Agency User.

**3. Time Requirements:**

IT Service Provider agrees to furnish Cooperative Agency User with consulting services as required by Cooperative Agency User and as mutually agreed upon in advance by the parties hereto. Time Requirements will include emergency call outs to provide services for Cooperative Agency User that may require an immediate response. IT Service Provider shall be reasonably available for response for emergency call outs as soon thereafter as is practicable. In addition, IT Service Provider shall make arrangements for a substitute IT professional to cover its services and any emergency call outs that may occur when IT Service Provider is unavailable, including for any vacation or sick days



that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provider will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at its sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users.

**4. Compensation and Terms:**

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00 ~~50.00~~, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00 ~~90.00~~, per hour.

60.00  
30.00

IT Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

**5. Expenses:**

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

**6. Confidentiality:**

AllLEADS (law enforcement assistance data system) and law enforcement records, data and information are **STRICTLY CONFIDENTIAL**, as is all records, data and information contained therein or acquired for or from the Cooperative Agency User's Information Technology infrastructure system. IT Service Provider agrees to treat all such information in which it comes in contact or acquires knowledge thereof during the performance of its duties under this Agreement as confidential. IT Service Provider shall treat as confidential and shall not disclose or use for the benefit of IT Service Provider, or any person or entity other than Cooperative Agency User, any and all information made available or disclosed to IT Service Provider as a result of or related to this Agreement. Provided however, that IT Service Provider may disclose or use such information when necessary in the normal and customary scope and performance of this contract and/or with the consent of the Cooperative Agency User, but otherwise IT Service Provider shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all Cooperative Agency User's records, information and data.

**7. Rights and Licenses:**

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to any software, documentation, and information produced or created by or for IT Service Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and nonexclusive license to any software, documentation and information not first produced or

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

- (c) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

**8. Independent IT Service Provider Relationship:**

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider, Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

**9. Waiver, Modification, or Cancellation:**

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

**10. Assignment:**

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

**11. Indemnification:**

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

**12. LEADS (Law Enforcement Assistance Data System) Requirements: (if applicable)**

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

**13. Cooperative Agency User's Requirements:**

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

**14. Severability:**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**15. Governing Law:**

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.

\_\_\_\_\_  
Bazetta Township Trustee

\_\_\_\_\_  
Township Trustee

\_\_\_\_\_  
Bazetta Township Trustee

\_\_\_\_\_  
Township Trustee

\_\_\_\_\_  
Bazetta Township Trustee

\_\_\_\_\_  
Township Trustee

\_\_\_\_\_  
Joel Davis, IT employee for  
Bazetta Township

# BAZETTA FIRE DEPARTMENT

*Bazetta*

*Striving for a Better Tomorrow*

STATION 11  
3000 WARREN MEADVILLE RD  
CORTLAND, OHIO 44410  
(330) 637-8816 FAX (330) 638-4193

Chief  
Dennis Lewis



Posting Date:

Position: Firefighter II / Paramedic

Final Filing Date:

Salary: CBA Local 3703

Requirements: Bazetta Fire Department and Bazetta Township Trustees are seeking applicants for full time Firefighter/Medic to submit application letter of intent, resume, and all qualifications no later than Month #, 2017 – 1600 hrs.

Minimum Requirements are:

- Be a citizen of the United States of America.
- Possess a high school diploma or equivalent (GED).
- Possess a valid driver's license.
- Must possess, State of Ohio or National Registry certification as a Paramedic.
- Must possess Hazardous-Material Certification to Operations Level
- Must Possess National Incident Management 100, 200, 700, 800.
- Must possess, certification as Ohio Level II Firefighter.

Additional Preferred Qualifications:

- Bachelor Degree, Associate degree or academic hours completed beyond high school
- Fire Safety Inspector
- Fire Instructor and/or EMS Instructor
- National Incident Management 300
- Fire Officer I
- ACLS/BLS/PALS/ITLS Instructor (1 or more)

Application, Letter of intent, resume, and copy of job related credentials or documents such as certificates, degrees, licensures, etc. shall be placed in a sealed envelope and submitted to the Fire Chief no later than Month #, 2017 – 1600 hrs. The Employer need not consider any applications submitted after the posting date or that do not meet the minimum qualifications for the job.

Professionally,

*Dennis Lewis*

Dennis Lewis  
Fire Chief

# BAZETTA TWP. FIRE/EMS

## Chief's Office

### INTEROFFICE MEMORANDUM

Date: 1/19/2017  
To: Trustee Hovis, Trustee Parke, Trustee Webb,  
From: Chief Dennis Lewis  
Re: January 23, 2017 Trustee's Meeting  
Cc: File

---

Trustee Hovis – Trustee Parke – Trustee Webb,

1. Requesting approval of a 3 year contract (Plan Coverage 3/1/2017 to 2/28/2020) with Physio-Control, Inc for two LIFEPAK 15 Service - 3 Years On site Comprehensive Coverage at a cost of \$10,176.00 or \$3,392.00. Contract Attached.
2. Requesting approval of Other States Coverage - Premium Renewal (Ohio Bureau of Workers' Compensation) of one year fee of \$1,776.00 effective date 4/1/2017 expiration date 4/1/2018. This is for State of Pennsylvania workers comp coverage. I have attached the documents and invoice for your review.

Professionally,  
Dennis Lewis  
Fire Chief



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 fax 800.732.0956

**To** Dennis Lewis  
 BAZETTA FD  
 773 EVERETT HULL RD  
 CORTLAND, OH 44410  
 (330) 637-4136  
[dlewis@bazettatwp.org](mailto:dlewis@bazettatwp.org)

**Quote Number** 00064604  
**Revision #** Renewal  
**Created Date** 12/29/2016  
**Sales Consultant** Bill Siegenthaler  
 330-322-7061  
**FOB** Redmond, WA  
**Terms** All quotes subject to credit approval and the following terms and conditions  
**NET Terms** NET 30

Renewal of PB17N801

Plan Coverage: 3/01/2017-2/28/2020  
 Payable In Annual installments  
 15% discount on accessories and electrodes  
 FAX # 800-772-3340  
 Territory Code: EALL62

Expiration Date 3/25/2017

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
50999-000119	Zone3: (51 to 100Mi) or (82 to 161Km)	3.00	200.00	0.00	200.00	600.00
LP15-OSCOMP-3	LIFEPAK 15 Service - 3 YEAR. On-site Comprehensive Coverage.	2.00	5,040.00	-252.00	4,788.00	9,576.00

Subtotal USD 10,176.00  
 Estimated Tax USD 0.00  
 Estimated Shipping & Handling USD 0.00

Grand Total USD 10,176.00

**Pricing Summary Totals**  
 List Price Total USD 10,680.00  
 Total Contract Discounts Amount USD 0.00  
 Total Discount USD -504.00  
 Trade In Discounts USD 0.00  
 Tax + S&H USD 0.00

**GRAND TOTAL FOR THIS QUOTE**

Quote Number: 00064604



PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Reference Number JS/07164501/120205

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Service Plans.**

In addition to the General Terms above, the following terms apply to all Physio Service Plans. Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

**Pricing.** If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

**Device Inspection Before Acceptance.** All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

**Unavailability of Covered Equipment.** If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

**Unscheduled or Uncovered Services.** If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

**Loaners.** If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request. Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

**No Solicitation.** During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.



**Bureau of Workers' Compensation**

30 West Spring St  
Columbus, OH 43215

**INVOICE**

Bazetta Township  
3372 State Route 5  
Cortland, Ohio 44410

Date: 1/11/2017  
Invoice #: 0037820104-02  
Customer #: OSC 0037820104

Attn: Dennis K. Lewis

OSC POLICY PERIOD	DUE DATE
4/1/2017	3/2/2017
4/1/2018	

LINE	DESCRIPTION	QTY	RATE	AMOUNT
800	Other States Coverage - Premium			\$1,776

TOTAL: \$1,776

**NOTE: COVERAGE IS NOT BOUND FOR THE POLICY PERIOD INDICATED ABOVE UNTIL RECEIPT OF PAYMENT BY BWC AND IS SUBJECT TO ALL THE TERMS, CONDITIONS, RESTRICTIONS AND EXCLUSIONS OF THE POLICY THAT WILL BE ISSUED.**

If you have any questions, please call the OSC Unit at (614) 728-0535

*To ensure proper credit to your account, detach and return this portion of the invoice with your payment.*

**OTHER STATES' COVERAGE REMITTANCE**

BWC only accepts check or money order payments payable to:

Ohio Bureau of Workers' Compensation  
P O Box 15487  
Columbus, Ohio 43215  
Attn: Direct Billing

Employer Name: Bazetta Township  
Invoice #: 0037820104-02  
Customer #: OSC 0037820104

Amount Paid: \_\_\_\_\_

**Commercial Intellisys  
Zurich American Insurance Company  
1400 American Lane  
Tower 1, 12th Flr.  
Schaumburg, IL 60196  
Rating Worksheets**

Named Insured:	BAZETTA TOWNSHIP	Date:	01/11/17
Special Notes:	RENEWAL: WC 1020988 00		
Quote Number:	2116979-01	Agy/Prod Number:	20953000
Policy Number:	WC102098801	Agy/Prod Name:	UNITED STATES INSURANCE S
Customer ID:	0037820104	Operator:	BWCDXC10
System Assign:	36991030000000		
Release :	16.23		
Business Type:	GOVERNMENT ENTITY		
Insurance Co.:	ZURICH AMERICAN INSURANCE COMPANY		
Line Of Business:	WORKERS COMP (VOLUNTARY)		
Effective Date:	04/01/17	Expiration Date:	04/01/18
Anniversary Date:		Audit Frequency:	ANNUAL
Policy Term:	365 DAYS		
Predominant State:	PA		
Transaction Type:	RENEWAL QUOTE		

**POLICY PREMIUM TOTALS**

<u>Coverages</u>	<u>Term Premium</u>
Class Premium	.00
Policy Min Diff Premium	1,561.00
Standard Premium	1,561.00
Expense Constant	185.00
Terrorism	.00
Catastrophe	.00
Estimated Premium	1,746.00
Taxes and Assessments	30.00
Estimated Total	1,776.00

TERM STATE TOTALS

<u>State</u>	<u>Exposure</u>	<u>Estimated Premium</u>	<u>Taxes and Assessments</u>	<u>State Total</u>
PA	0	1,746.00	30.00	1,776.00
Estimated Totals	0	1,746.00	30.00	1,776.00

Premium Recap by Rating Group

Page 1

Named Insured: BAZETTA TOWNSHIP  
 Customer ID: 0037820104  
 Policy Number: WC102098801  
 Quote Number: Z116979-01  
 Transaction Type: RENEWAL QUOTE Effective: 04/01/17

**PREMIUM RECAP BY RATING GROUP**

State: PA Rating Group: 0001-01

<u>Class Code</u>	<u>Term</u> <u>Exposure</u> <u>IF ANY</u>	<u>Rate</u>	<u>Premium</u>
807		9.18	.00
TOTAL CLASS PREMIUM			.00
TOTAL SUBJECT PREMIUM			.00
TOTAL MODIFIED PREMIUM			.00
POLICY MINIMUM DIFFERENCE			1,561.00
STANDARD TOTAL			1,561.00
EXPENSE CONSTANT			185.00
TERRORISM (.04) (SP: .00)			.00
**TERRORISM PREMIUM IS PER \$100 OF PAYROLL**			
CATASTROPHE (O/T ACTS OF TERR) (.02) (SP: .00)			.00
**CATASTROPHE PREMIUM IS PER \$100 OF PAYROLL**			
TOTAL ESTIMATED PREMIUM			1,746.00
EMPLOYER ASSESSMENT (NON-COAL) (.017) (SP: 1,746.00)			30.00
FINAL TOTAL			1,776.00

Policy Information

Named Insured: BAZETTA TOWNSHIP
Customer ID: 0037820104
Policy Number: WC102098801
Quote Number: 2116979-01
Transaction Type: RENEWAL QUOTE Effective: 04/01/17

WORKERS COMP POLICY INFORMATION RECAP

Predominant State: PA
Employers Liability: Each Accident: 100,000
Policy Limit: 500,000
Each Employee: 100,000
Admiralty Limit: Per Accident: N/A
Program Type: N/A
FELA Limit: Per Accident: N/A
Program Type: N/A
Retro Plan: NO

Interstate Exper Mod ID:
Effective Date:
Exper Mod:

Minimum Premium

Policy: 1746
Empl Liab:
Admiralty:
FELA:

Combined Policy Premium:
NJ Premium:

Executive Officers: YES
Employee Leasing: NO
Deposit Factor: 1
Installment Plan: 1

WORKERS COMP STATE INFORMATION RECAP

State: PA RATE
CHANGE PENDING
Rate Mode: G
Retro Plan: NO
Rate Revision Date: 10/01/16
Dev Revision Date: 04/01/17
Premium Discount
First: NIL (10000)
Next: .091 (190000)

Next:	.113	(1550000)
Balance:	.123	(BALANCE)
Commission (Norm):	3	
Prem Subj to Comm:	1,746	



Class Code Information

Page 1

Named Insured: BAZETTA TOWNSHIP  
 Customer ID: 0037820104  
 Policy Number: WC102098801  
 Quote Number: 2116979-01  
 Transaction Type: RENEWAL QUOTE Effective: 04/01/17

CLASS CODE INFORMATION

State: 37 (PA) Rating Group: 0001-01  
 Class Code: 807 AMBULANCE SERVICE-SALARIED EMPLOYEES  
 Hazard Group: 5(E) Analogy Desc: NONE  
 Premium Type: 01 RATABLE  
 USL&H Applies: NO  
 DC Ben Applies: NO  
 TWM&C Applies: NO Disease Load: Exclude Med:  
 Base Rate Ovr: Min Prem Ovr: Loss Cnst Ovr: 0  
 Exposure: IF ANY (A) Rate Class:

CLASS CODE DEVIATION FACTORS

Co. Rate Dev	Co. Min Dev	Class Prem	Term Fact	Class Min	Audit Fact
1.000	1.000		1.000	1746	N/A

CLASS CODE RATING FORMULAS -- IF ANY EXPOSURE

CLASS PREMIUM	BASE RATE = FINAL RATE * EXPOSURE / RATING BASIS =	FINAL PREMIUM
	9.18 9.18 .00 100	0.00
	ADDL FACTORS: PURE BASE RATE: 4.95 BASE LCM 1.85500	

Police Agenda for trustee meeting Monday January 23, 2017

Thu 1/19/2017 11:58 AM

From: "Mike Hovis"

To: rdrew@bazettatwp.org

Cc: twebb@bazettatwp.org, cherlinger@bazettatwp.org



---

Rita,

The only thing for the agenda for the police department is disposing of the listed vehicle from the impound lot:

1. Mercury Mountaineer Vin# 4M2ZU54E9XUJ02098
2. Chevy Lumina Vin# 2G1WL52M7S9295694
3. Volvo Station Wagon Vin# YV1LW5540W2368562
4. Chevy Cavalier Vin# 1G1JC1243VM109966
5. Pontiac Grand Prix Vin# 2G2WP552171161313
6. Chevy Lumina Vin# 2G1WL52M7W9140892

That is all and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*Phone: 330-638-5503*

*Fax: 330-638-9927*

*[mhovis@bazettatwp.org](mailto:mhovis@bazettatwp.org)*



# Ohio Department of Transportation

Office of Technical Services

## 2016 Township Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than April 1, 2017.  
or county mileage will be certified by default based on the best information available.**

The total certified mileage at the end of Calendar Year 2015 for BAZETTA Township  
in TRUMBULL County was 20.408 miles

**as certified by the Board of Township Trustees or reported by the Director of Transportation,  
in accordance with the provisions specified in the Ohio Revised Code, Section 4501.04.**

Consider all mileage changes that occurred in CY 2016 and determine the net increase or decrease in mileage.  
Add the net change to the 2015 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2016,

the township was responsible for maintaining 20.408 miles of public roads.

Signature of Chairman of Board of Township Trustees

Date

*[Handwritten Signature]*

1-23-2017

Trustee Signature

Date

*[Handwritten Signature]*

1-23-2017

Trustee Signature

Date

*[Handwritten Signature: Frank W. Parke]*

1-23-2017

County Engineer Signature

Date

Comments:

---



---



---

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation  
Office of Technical Services  
Mail Stop #3210  
1980 West Broad St. 2nd Floor  
Columbus, Ohio 43223  
Attn: Michael Greenwood (614) 466-2852

**Summary of 2016 ODOT Changes**  
**for Roads in       BAZETTA       Township,**  
**TRUMBULL County**

**Certified Mileage as of 01/01/2016:       20.408       Miles**

---

TWP	Route	Route Name:	Change	Reason For Change
01	T		0.000	A resolution providing for the council of the city of Cortland, Ohio to accept the Annexation of territory from Bazetta TWP. to the city of Cortland, Ohio containing approximately 1.236 Acres of land. No mileage.

---

**Total Changes:**

**0.000**

**Township Mileage as of 12/16/2016 :   20.408       Miles**