

BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: October 11, 2016 at 6:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present:
Trustee Frank Parke
Vice Chairman Trustee Ted Webb
Fiscal Officer Rita K. Drew

- Trustee Parke reminded the assemblage of the Public Comment procedures

237-16 To accept the minutes from the September 26 Regular Meeting.

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

238-16 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

239-16 To authorize the Fiscal Officer to make the following transfer.

\$10,000.00 from 10-A-01A (Fire: Salaries Part Time) to 10-A-14 (Fire: Insurance)

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

240-16 To authorize the Fiscal Officer to do the following Supplemental Appropriations.

\$12.10 for 07-A-02 (Ivy Hill Lighting District: Other Expenses)

\$19.74 for 07-A-02C (Timber Creek Estates Lighting Assessment: Other Expenses)

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

241-16 To authorize the Fiscal Officer to amend the Township's Certificate of Estimated Resources to include \$1,840.61 in additional revenue for Funds 07 (Lighting Assessments).

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

242-16 To adopt the attached *IT Services Cooperative Agreement* with Farmington Township.

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

Correspondence (Copies available upon request):

- Notice from the Trumbull County Board of Elections regarding ballot proofs
- Annual Notice from Security Benefit noting retirement plan changes
- Invitation from Ohio Township Association Risk Management Authority to self-nominate for their Board of Directors
- Inspection report on the new fire station from Trumbull Soil & Water Conservation District

Administration:

- Nothing to report

Fire Department:

- See Attached Agenda
- Chief Lewis reported
 - New ladder truck should be done by November 30
 - 115 days late at \$100 per day penalty
 - \$11,500 to be repaid to the township in either extra equipment or expense reduction
 - New fire station should be ready for occupancy in mid-November
 - 120 days ahead of schedule

243-16 To authorize an expenditure of \$2,750.00 to Southeastern Emergency Equipment, for EMS supplies, to be paid from the Fire Fund.

Motion: Trustee Parke

Second: Trustee Webb

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

244-16 To authorize an expenditure of \$297,126.37 to Milcam, Inc. for contracted work through September 31, 2016, to be paid from the Fire Fund.

Motion: Trustee Parke

Second: Trustee Webb

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

Police Department:

- See Attached Agenda & Report
- Chief Hovis reported
 - Drug Take Back Day will be done in conjunction with the Fire Department on October 22 from 10am - 2pm at the Police Station
 - Seeking volunteers for the Annual Food Drive for Cortland Area Cares will be November 12 from 9am to 3pm at Wal-Mart

245-16 To authorize Chief Hovis to sell the following vehicle obtained via the Police Department Impound Lot, at a sale price not to exceed \$2,500 per ORC §4513.61.

1996 Chevrolet Cavalier (VIN 0908)

2004 Hyundai Sonata (VIN 2977)

Motion: Trustee Parke

Second: Trustee Webb

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

Road Department:

- Superintendent Parke reported
 - Quarterly Report for Trumbull Soil & Water Conservation District has been submitted

- Bazetta Township Park will be closing on November 1

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Inspector Mills stated that he will have a report ready for the next meeting

Zoning Commission & Zoning Board of Appeals:

- Trustee Webb noted Zoning Commission Quarterly Meeting dates for 2017
 - January 4, April 5, July 12, and October 4
 - 6:30pm at the Administration Building

Parks & Recreation Board:

- Jane Lewis noted that there would be a meeting tonight at 7:00pm

Safety Committee:

- Chief Lewis said a meeting was held on October 6 with no recommendations or suggestions given

Health Insurance Committee:

- Chief Hovis said there will be a meeting with BE Solutions on October 26 at 10am to discuss 2017 rate increases

Public Information Officer:

- Officer Sayers
 - Reported on the General Fund Levy Committee
 - Door to door campaign has begun
 - Gave his presentation at Quaker Steak & Lube last night
 - Will give again tonight here and at the Park Board meeting
 - Gave his General Fund Levy presentation
 - Answered question from residents in attendance

Asked to be placed on the Agenda:


- None

Public Comment:

- None

246-16 To adjourn the meeting at 6:55pm.

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 10-12-16



Approved by: Vice Chairman Trustee Ted Webb

Dated: 10/24/16

PENDING WARRANT REPORT
Bazetta Township [2016]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	180.09	VW 1	The Huntington National Bnak	Service Charge
28309	90.00	VW28309	Alexander's Pest Control Inc.	Service
28310	1743.00	VW28310	Alert-All Corporation	Supplies
28311	268.90	VW28311	Automotive Distributors Warehouse	Supplies
28312	469.35	VW28312	Anthem Commercial / Local	EMS Refund
28313	800.00	VW28313	Attorney Mark S. Finamore	Service
28314	4076.00	VW28314	Baker Bednar Snyder & Associates Inc.	Services
28315	2538.59	VW28315	BE Solutions	Claims Runs
28316	25.00	VW28316	Rita Benoit	October 5, 2016 Zoning Comm
28317	1100.00	VW28317	Bud's Towing & Recovery, LLC	September Tows
28318	1575.00	VW28318	Bazetta Township	IT Services
28319	567.00	VW28319	BE Solutions	Mo Admin Fees
28320	300.00	VW28320	Cortland City Fire Department	Medica Refresher
28321	219.61	VW28321	Dominion East Ohio	Service
28322	53.57	VW28322	Rita K. Drew	Travel Reimbursement
28323	92.65	VW28323	Finger Lakes System Chemistry	Supplies
28324	48.00	VW28324	Finley Fire Equipment	Supplies/Service
28325	161.97	VW28325	Fusion Network Billing System	Service
28326	25.00	VW28326	Jack Hineman	October 5, 2016 Zoning Comm
28327	52.60	VW28327	Handyman Supply Inc.	Supplies
28328	6.72	VW28328	United States Treasury	PAYMENT
28329	925.75	VW28329	JC3 Builders	Supplies/Service
28330	25.00	VW28330	Curtis Lonsbrough	October 5, 2016 Zoning Comm
28331	122.50	VW28331	Dennis K. Lewis	OP&F Refund
28332	200.00	VW28332	Milano Trumbull Monuments	Bazetta Fire - Never Forget
28333	182.80	VW28333	Michael Mannella	PAYMENT
28334	650.58	VW28334	Mark Thomas Ford	Service/Supplies
28335	113.90	VW28335	NAPA Auto Parts	Supplies
28336	800.00	VW28336	Northstar Towing, Inc.	Towing
28337	1000.00	VW28337	Ohio Pease Officer Training Academy	Training
28338	18.00	VW28338	OSU Extension	Supplies
28339	1302.00	VW28339	Ohio Billing, Inc.	EMS Trip Submissions
28340	132.14	VW28340	Ohio Edison	Service
28341	21.40	VW28341	Professional ID Cards, Inc.	Supplies
28342	103.00	VW28342	Quality Garage Doors	Service/Supplies
28343	33.25	VW28343	Respiratory Care Partners, Inc.	EMS Supplies
28344	175.08	VW28344	Sirchie	Supplies
28345	1100.00	VW28345	Schultz Towing, Inc.	Towing
28346	569.00	VW28346	Sam's Club/Synchrony Bank	Supplies
28347	249.58	VW28347	Sunburst Environmental Service, Inc.	Service
28348	50.00	VW28348	Treasurer State of Ohio	Service
28349	212.22	VW28349	Trumbull County Water And Sewer	Service
28350	412.24	VW28350	Time Warner Cable-Northeast	Service
28351	2400.00	VW28351	Tartan Benefit Services, Ltd.	Annual Service Fee
28352	105.00	VW28352	UPMC Horison	Supplies
28353	395.38	VW28353	Verizon Wireless	Service
28354	25.00	VW28354	Howard Wetzal	October 5, 2016 Zoning Comm
28355	6.89	VW28355	Western Reserve Farm Cooperative	Supplies
28356	3120.68	VW28356	Wex Bank	Gas/Diesel
28357	25.00	VW28357	Youngstown/Warren Regional Chamber	Member Registration
28358	68.63	VW28358	Capital One Commercial	Supplies
28359	1462.74	VW28359	Walmart Business/SYNCB	Supplies
28360	35.83	VW28360	Orwell Natural Gas	Service
=====				
	30436.64		Total Amount of Pending Warrants	

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 18th day of November 2016, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Farmington Township Cortland, Ohio 44410 and Fire Dept. Township, (hereinafter "Cooperative Agency User") whose address is P.O. Box 273 West Farmington, Ohio, 44491

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 18th day of November 2016 and continuing thereafter for a period of one year terminating at the close of business the 17 day of November 2017. 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 Provide 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 it's 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, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.

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:

ALLBADS (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

Agenda

Fri 10/7/2016 12:48 PM

From: "Dennis Lewis, OFE, OFC"

To: "Rita K. Drew", "Trustee"



Trustees,

I am requesting an expenditure of \$2750 from Southeastern Medical Supply Company. This expenditure is 100% cover by the State of Ohio Ems Grant.

Professionally.

Dennis K. Lewis, OFE, OFC
Fire Chief

Bazetta Township
773 Everett-Hull Road
Cortland, OH 44410
330-637-4136 (phone)
330-638-5382 (phone)
330-638-4193 (fax)
dlewis@bazettatwp.org

Police Agenda for Trustee Meeting Tuesday October11, 2016

Fri 10/7/2016 11:55 AM

From: "Mike Hovis"

To: rdrew@bazettatwp.org

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



Rita,

I only have two (2) things for the Agenda and they are to dispose of the following vehicles,

1. 1996 Chevrolet Cavalier Vin#1G1JC240T7110908
2. 2004 Hyundai Sonata Vin#KMHFU45E24A372977

Thank you 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

www.facebook.com/BazettaTownshipPoliceDept

Drew



September 2016 Bazetta Police Department Activity

Published Date: October 5 , 2016

Activity	Total
Calls for Service	547
Incident Reports Filed	128
Traffic Crash Investigations	12
Number of Persons Arrested	77
Traffic Offenses	111
Traffic Citations Issued	92
Vehicle Miles Traveled	11,736.90
Office Contacts	307

* Numbers are subject to change due to report status and other circumstances