

## **BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES**

Date: April 10, 2018 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

**Present:**

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

- Trustee Hovis reminded the assemblage of the Public Comment procedures and the meeting is being video and audio recorded

**123-18** To accept the minutes from the March 26 Special Meeting.

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

**124-18** To accept the minutes from the March 27 Regular Meeting.

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

**125-18** To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

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

- Letter from Trumbull County Engineer with chip sealing estimates for Cadwallader Sonk Road
- Letter from Trumbull County Engineer with mill and fill estimates for Cadwallader Sonk Road
- Letter from Ohio ACT regarding RUMA agreement compliance

**Administration:**

- Trustee Hovis said he would have an update on the Route 5 water project at the next meeting
- Trustee Parke wanted to talk about looking into the UAN Accounting system later in the meeting
- Trustee Webb discussed a \$10,000 that has become grant for mosquito spraying
  - Got a quote from Alexander's Pest Control of roughly \$1,100 per treatment
  - We could receive \$2,000-\$2,500 for two treatments
  - Did not spray last year
- Trustee Parke does not want to spray to allow the bees to return
- Trustee Hovis would rather spend the money on zoning instead
- Trustee Webb reported that he had been elected Vice Chair for the Council of Governments
  - Next meeting will be April 19th at their attorney office

**Fire Department:**

- See Attached Agenda & Report

**126-18** To approve the attached Service Plan with Physio Control at a cost of \$2,359.80, with \$1,128.60 to be paid in 2018 and \$1,231.20 to be paid in 2019, to be paid from the Fire Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Police Department:**

- See Attached Agenda & Report

**127-18** To authorize Chief Hovis to destroy, donate, or utilize the various items of evidence, contraband or other property as ordered in the attached Trumbull County Court Central District Court documents.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**Road Department:**

- Trustee Hovis said the department is busy cold patching

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

- Inspector Mills commented on nuisance abatements
  - Doing these again this year
  - Will have the first round of resolutions prepared for the next meeting
  - Going to start with those properties that have received the most complaints

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

- Trustee Webb reported there would be a Zone Change Hearing later this month
- Inspector Mills reported
  - Awaiting results from the Trumbull County Planning Commission before the Zone Change Hearing can be scheduled
  - Looking into correcting some incorrectly zoned properties
  - Would like to look into getting an upgrade on portions of the township's Comprehensive Plan
- Trustee Hovis would like to speak with the Planning Commission to find out about the cost of rezoning the incorrectly zoned properties
- Trustee Webb added
  - The Planning Commission would like us to look into having the full update of the Comprehensive Plan in 2020 or 2021
  - The next Quarterly Meeting would be in July and that 2 properties will likely be corrected that night

**Parks & Recreation Board:**

- Trustee Webb reminded
  - Park levy on the May 8 ballot
  - Next meeting will be April 17 at 7pm

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

- None

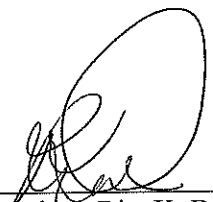
- Discussion regarding rescheduling the May 8 meeting since the Administration Building will be unavailable due the election
  - Consensus is to have the meeting on May 8 at 7pm at the new Fire Station
  - Fiscal Officer was asked to inform the press, IT personnel, and Chief Lewis of this change
- Discussion about switching to the UAN Accounting System
  - Trustee Parke has spoken with a retired auditor about this and was told it would be cheaper for our audits
  - Trustee Webb said he would look into the cost factor

**Public Comment:**

- Bob McBride of Warren Meadville Road asked several questions
  - What are the towing company bills for
    - Trustee Webb said these are for impound lot tows that the township is reimbursed for when the cars are picked up
  - What is the Time Warner bill for
    - Trustee Webb replied that this was the phone system and that doing the phones as we do saves about \$800 per month
  - What is the fire department resolution about
    - Trustee Webb explained that it the service contract for a heart compression device used on the ambulance
  - Where are the counterfeit bills from
    - Trustee Webb said that he does not know, that this is a question for Chief Hovis
  - How does the township destroy things like marijuana
    - Trustee Webb said that he does not know, that this is a question for Chief Hovis
  - What is the issue with bees and mosquito spraying
    - Trustee Parke stated that someone came to discuss this last year and informed us that spraying for mosquitoes also kills bees
  - Should officers pay the costs for their vests if they leave after less than 5 years

**128-18** To adjourn the meeting at 7:23pm.

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

  
 \_\_\_\_\_  
 Attested by: Rita K. Drew, Fiscal Officer

Dated: 04-12-18

  
 \_\_\_\_\_  
 Approved by: Chairman Trustee Ted Webb

Dated: 4/24/2018

PENDING WARRANT REPORT  
Bazetta Township [2018]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	120.47	VW 1	The Huntington National Bank	Mo Service Charge
31623	46.84	VW31623	Ainsley Oil Company	Fuel
31624	330.39	VW31624	Amerigas	Service
31625	4505.10	VW31625	BE Solutions, LLC	Claims Runs
31626	25.00	VW31626	Rita Benoit	Qtrly Mtg - April 4
31627	600.00	VW31627	Bud's Towing & Recovery, LLC	Tows
31628	399.00	VW31628	BE Solutions, LLC	Mo Admin Fees
31629	222.56	VW31629	Business Card	Supplies
31630	30.48	VW31630	Cortland Auto Parts	Supplies/Parts
31631	100.00	VW31631	County Treasurers' Educational Fund	2018 Certification Fee
31632	11.00	VW31632	Cole Valley	PAYMENT
31633	716.07	VW31633	Dominion Energy Ohio	Service
31634	1002.59	VW31634	D & T, P.M. & Truck Repair, LLC	Service/Parts
31635	25.00	VW31635	Jean M. Eddy	Qtrly Mtg - April 4
31636	17.06	VW31636	Handyman Supply Inc.	Supplies
31637	428.95	VW31637	United States Treasury	PAYMENT
31638	23233.29	VW31638	The Jefferson Health Plan	Insurance
31639	1080.00	VW31639	JED Services LLC	IT Services
31640	25.00	VW31640	Walter Maycher	Qtrly Mtg - April 4
31641	1219.81	VW31641	Mark Thomas Ford	Supplies
31642	500.00	VW31642	Ohio Pease Officer Training Academy	Course
31643	411.36	VW31643	Ohio Cat	Supplies/Parts
31644	1134.00	VW31644	Ohio Billins, Inc.	EMS Trip Submissions
31645	1779.00	VW31645	Ohio Bureau of Workers' Compensation	Other States Coverage-Prem
31646	149.46	VW31646	Ohio Utilities Protection Service	2018 Governmental Assessme
31647	935.85	VW31647	Ohio Edison	Service
31648	50.00	VW31648	Ohio Police & Fire Pension Fund	PAYMENT
31649	900.00	VW31649	Schultz Towing Inc.	Tows
31650	350.27	VW31650	Sam's Club/SYNCHRONY Bank	Supplies
31651	121.34	VW31651	Sunburst Environmental Service, Inc.	Service
31652	150.00	VW31652	Trumbull County FIU	Annual Membership Donation
31653	454.74	VW31653	Time Warner Cable-Northeast	Service
31654	7.96	VW31654	Trumbull Industries	Supplies
31655	72.23	VW31655	Tractor Supply Credit Plan	Supplies
31656	50.00	VW31656	Treasurer, State of Ohio	Service
31657	108.43	VW31657	Trumbull County Water And Sewer	Service
31658	225.00	VW31658	Donald R. Utterback	Prorated Clothing Allowanc
31659	396.26	VW31659	Verizon Wireless	Service
31660	283.70	VW31660	Warren Fire Equipment, Inc.	Service
31661	74.69	VW31661	Walmart Business/SYNCB	Supplies
31662	25.00	VW31662	Howard Wetzel	Qtrly Mtg - April 4
31663	65.95	VW31663	Warren Fire Equipment, Inc.	Service
31664	50.00	VW31664	Youngstown/Warren Regional Chamber	PAYMENT
31665	3482.04	VW31665	Wex Bank	Fuel

=====  
45915.89

Total Amount of Pending Warrants

# BAZETTA TWP. FIRE/EMS

## Chief's Office

### INTEROFFICE MEMORANDUM

Date: 4/5/2018  
To: Trustee Hovis, Trustee Parke, Trustee Webb,  
From: Chief Dennis Lewis  
Re: April 10, 2018 Trustee's Meeting  
Cc: File

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Trustee Hovis – Trustee Parke – Trustee Webb,

#### Agenda items:

1. Requesting to enter into a service contract with Physio Control Inc. (11811 Willows Road NE - P.O. Box 97006 - Redmond, Was 98073-9706) from April 1, 2018 to 2/28/2020 for \$2,359.80. April 1, 2018 to February 28, 2019 would be \$1,128.60 and March 1, 2019 to February 28, 2020 would be \$1,231.20. This service control is for the LUCAS device that was donated by University Hospitals. Service agreement attached.

2. Fire Department March 2018 monthly report attached.

#### Non agenda items:

1. Nothing to report.

Professionally,  
Dennis Lewis  
Fire Chief

BAZETTA

Incident Type Report (Summary)

Alarm Date Between <sup>Monthly</sup> {03/01/2018} And {03/31/2018}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	70	72.16%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.06%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	6.18%	\$0	0.00%
	<u>78</u>	<u>80.41%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	2	2.06%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	2.06%	\$0	0.00%
	<u>4</u>	<u>4.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	1.03%	\$0	0.00%
554 Assist invalid	2	2.06%	\$0	0.00%
561 Unauthorized burning	1	1.03%	\$0	0.00%
	<u>4</u>	<u>4.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	3	3.09%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	5	5.15%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.03%	\$0	0.00%
	<u>9</u>	<u>9.27%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
745 Alarm system activation, no fire -	2	2.06%	\$0	0.00%
	<u>2</u>	<u>2.06%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>97</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Aid Responses by Department

Alarm Date Between <sup>Monthly</sup> {03/01/2018} And {03/31/2018}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
<b>ACTION Action Ambulance</b>							
18-0000203	03/06/2018	4 Automatic aid given	#Personnel	0	2	0	0
Their Inci 245		Response Time: 00:00:02	#Appartus	0	1	0	0
<b>Subtotal Responses: 1</b>			<b>Average Response Time for Dept: 00:00:02</b>				

**STA. 1 WARREN FIRE DEPARTMENT**

18-0000203	03/06/2018	4 Automatic aid given	#Personnel	0	2	0	0
Their Inci 31		Response Time: 00:00:02	#Appartus	0	1	0	0
<b>Subtotal Responses: 1</b>			<b>Average Response Time for Dept: 00:00:02</b>				

**STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200**

18-0000208	03/06/2018	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 321		Response Time: 00:04:35	#Appartus	0	1	0	0
18-0000246	03/21/2018	1 Mutual aid received	#Personnel	0	2	2	0
Their Inci 387		Response Time: 00:08:33	#Appartus	0	1	1	0
18-0000261	03/25/2018	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 407		Response Time: 00:03:55	#Appartus	0	1	0	0
<b>Subtotal Responses: 3</b>			<b>Average Response Time for Dept: 00:05:41</b>				

**STA. 32 HOWLAND FDID 78121**

18-0000207	03/06/2018	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 721		Response Time: 00:04:39	#Appartus	0	1	0	0
18-0000216	03/09/2018	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 759		Response Time: 00:05:52	#Appartus	0	1	0	0
<b>Subtotal Responses: 2</b>			<b>Average Response Time for Dept: 00:05:16</b>				

Response time calculated from time notified to arrival.

BAZETTA

Inspections by Type

Date Completed Between <sup>Monthly</sup> (03/01/2018) And  
 (03/31/2018) and Inspection Type = "200"

Date	Time	Occupancy	Hrs	Fee
<b>200 INSPECTION - General</b>				
03/07/2018	13:28	WALM02 Wal-Mart 2016 MILLENNIUM BLVD	0.86	
03/14/2018	10:34	BAZE05 Bazetta Christian Church 4131 BAZETTA RD NE	0.13	
03/14/2018	10:27	BAZE08 Bazetta Christian Church Child Care 4131 BAZETTA RD NE/A	0.10	
03/28/2018	13:57	BP01 Circle K 3640 STATE ROUTE 5 NE	0.08	
03/28/2018	15:57	CRSC01 CRS & COMPANY 3010 STATE ROUTE 5 /D	0.03	
03/28/2018	16:52	DRJA01 DR. JAMES CURRIER D.D.S. 3002 STATE ROUTE 5 /D	0.01	
03/28/2018	16:54	DRKA01 DR. KATHLEEN BURNICK 3002 STATE ROUTE 5 /A	0.01	
03/28/2018	16:55	DRMA01 DR. MARTIN G. ELLIS 3008 STATE ROUTE 5 /D	0.02	
03/28/2018	15:21	FARM03 Farmers Insurance Group 3002 STATE ROUTE 5 /Unit C	0.03	
03/28/2018	15:29	GCHA01 G C Hair Co. 2996 STATE ROUTE 5 /C1	0.02	
03/28/2018	14:21	HAND01 HANDY MAN 3497 STATE ROUTE 5	0.11	
03/28/2018	15:47	JENN01 JENNETTE'S SHOP OF DANCE 3008 STATE ROUTE 5 /B	0.08	
03/28/2018	14:03	SUBW01 Subway 3640 STATE ROUTE 5 NE	0.05	
03/28/2018	15:26	THER01 The Red Chair Salon, LLC 2996 STATE ROUTE 5 /Unit C-2	0.04	
03/28/2018	14:13	TRUM02 TRUMBULL COUNTY ENGINEERS 3654 WARREN MEADVILLE RD NE	0.06	
03/28/2018	15:41	WHIS01 WHISKERS TO TAILS 3008 STATE ROUTE 5 /A1	0.06	
03/28/2018	15:38	WOOF01 Blue Star Family Counseling 2996 STATE ROUTE 5 /B	0.07	
03/28/2018	14:06	AME Americans Best 2170 MILLENNIUM BLVD /G	0.06	
03/28/2018	13:31	FG001~ FIVE GUYS 2170 MILLENNIUM BLVD /A	0.05	



BAZETTA

Inspections by Type

Date Completed Between {03/01/2018} And  
{03/31/2018} and Inspection Type = "200"

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
03/28/2018	13:51	GNC001 GNC 2170 MILLENNIUM BLVD /SUITE E	0.11	
03/28/2018	14:01	GREAT CLIPS GREAT CLIPS 2170 MILLENNIUM BLVD /F	0.07	
03/28/2018	14:10	GS001 GAME STOP 2170 MILLENNIUM BLVD	0.03	
03/28/2018	13:36	LJS001 LONG JOHN SILVER 2170 MILLENNIUM BLVD /SUITE B	0.06	
03/28/2018	13:40	TAX201 Tax 29 2170 MILLENNIUM BLVD NE	0.06	
03/28/2018	14:13	VER VERIZON WIRELESS 2170 MILLENNIUM BLVD /5	0.03	
03/28/2018	12:30	SPRIN01 One Main Fin 2170 MILLENNIUM BLVD /D	0.17	
Total Activities for Type: 26			2.40	

Grand Total Activities: 26

Grand Totals: 2.40 0.00



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) 772.3340

Quote Number 00120766  
 Create Date 4/4/2018 10:23 AM  
 Quote Expiration Date 07/04/2018  
 Quote Consultant Bill Siegenthaler  
 330-322-7061  
 EALL62

### Service Plan Quote

Account: 07164501	Service Plan Detail
Dennis Lewis BAZETTA FD 773 EVERETT HULL RD CORTLAND, OH 44410 (330) 637-4136 dlewis@bazettatwp.org	Type Addendum Service Plan Start Date 04/01/2018 Service Plan End Date 02/28/2020 Reference Plan DS018903 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure <a href="http://www.physio-control.com/ServicePlans/">www.physio-control.com/ServicePlans/</a>
<b>Notes</b>	
Service plan customers receive 15% discount on Accessories and Disposables. *** UH Discount Applies ***	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LUCAS-OSCOMP-1	04/01/2018	02/28/2019	1	1,368.00	10.00	1,231.20	1,128.60	1,128.60 *
LUCAS-OSCOMP-1	03/01/2019	02/28/2020	1	1,368.00	10.00	1,231.20	1,231.20	1,231.20

\* Denotes Proration  
 Product Descriptions provided below signature line.

Subtotal	USD 2,359.80
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
<b>Grand Total</b>	<b>USD 2,359.80</b>
<b>Pricing Summary Totals</b>	
List Price Total	USD 2,633.40
Total Discount	USD -273.60
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE  
 USD 2,359.80

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
 PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

<b>Billing Address</b> <input type="checkbox"/> same as address on quote	<b>Shipping Address</b> <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	Zip Code
<b>Accounts Payable Contact Information</b>	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Authorized Customer Signature</b>	
Name	Signature
Title	Date

**Optional information:**

Special Ship to Address

Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity  
 To update any customer information, please complete form at [www.physio-control.com/account/](http://www.physio-control.com/account/)

Reference Number LS/07164501/162854/00120766

Product	Product Description
LUCAS-OSCOMP-1	LUCAS Service - 1 YEAR. On-site Comprehensive Coverage. On-site Comprehensive Coverage for LUCAS® Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed
LUCAS-OSCOMP-1	LUCAS Service - 1 YEAR. On-site Comprehensive Coverage. On-site Comprehensive Coverage for LUCAS® Includes: -Services performed at customer's location by a Physio-Control Technical Specialist -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance and inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed

Quote Number  
 00120766

THIS IS NOT AN INVOICE

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**Service Plan Summary**

List of covered equipment by location will be provided upon Customer's signature of this quote.

### **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 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.

## Trustee Meeting Tuesday April 10, 2018

4/5/18 1:28 PM

From: "Mike Hovis" <mhovis@bazettatwp.org>

To: <rdrew@bazettatwp.org>

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

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Rita,

Attached is the listed property that is currently in our evidence room that can either be destroyed, used by the township or donated to charities at the court order signed by Judge Campbell. Can you place this on the agenda so that we may purge these items from the evidence room. Thank you in advance. 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)**  
**[www.facebook.com/BazettaTownshipPoliceDept](http://www.facebook.com/BazettaTownshipPoliceDept)**

### Attachments:

- Evidence Room property.pdf



## March 2018 Bazetta Police Department Activity

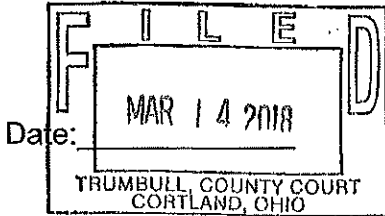
Published Date: April 9, 2018

Activity	Total
Calls for Service	617
Incident Reports Filed	123
Traffic Crash Investigations	14
Number of Persons Arrested	54
Traffic Offenses	133
Traffic Citations Issued	117
Vehicle Miles Traveled	11,741.70
Office Contacts	231

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

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IN THE TRUMBULL COUNTY COURT  
CENTRAL DISTRICT COURT  
CORTLAND, OHIO



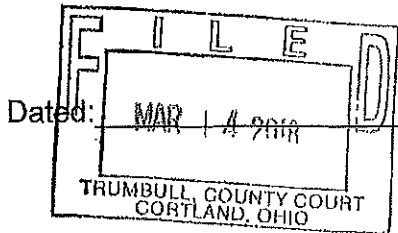
IN RE:

Request for destruction of certain )  
items of evidence, contraband, or ) Judge Thomas A Campbell  
property in the custody of the )  
Bazetta Township Police Department ) ORDER

This matter having come before the court by the application of Ptl. Utterback of the Bazetta Township Police Department for the destruction, donation, or utilization of various items of evidence, contraband or other property in its custody or whose ownership cannot be ascertained, all of which are more fully identified in the application attached hereto and incorporated herein by this reference.

The court finds the application to be appropriate and orders that the Bazetta Township Police Department may: (1) use for its own purpose such items as the Bazetta Township Police Department deems appropriate; and (2) donate to worthy charities such items as the Bazetta Township Police Department deems appropriate; and (3) destroy by whatever means the Bazetta Township Police Department deems appropriate such other items of contraband, evidence or other property identified in the application attached hereto and incorporated herein by this reference.

IT IS SO ORDERED.



  
THOMAS A. CAMPBELL, JUDGE



COPY

The below listed Bazetta Police Department cases involve evidence, property or contraband obtained by this agency which was subsequently logged and stored in the department evidence room. The times in the below listed cases have either been returned to the owner, no owner was found, is unclaimed/abandoned or inherently contraband.

This agency requests a court entry be issued by the Central District Court Judge Campbell for the removal of items in the below cases so the agency may purge same from the evidence storage facility. The items will either be destroyed, utilized by this or another police agency (training, work related, education, etc), donated to a charitable organization/person or held for auction. Below is a list of the Bazetta Police Department cases needing purged evidence/property:

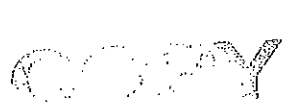
16-01-033 / 16-01-079 / 16-01-089 / 16-01-097 / 16-01-110 / 16-01-111 /  
16-02-062 / 16-02-091 / 16-03-011 / 16-03-022 / 16-03-092 / 16-04-040 /  
16-04-052 / 16-04-107 / 16-04-108 / 16-05-034 / 16-05-044 / 16-06-020 /  
16-07-073 / 16-08-092 / 16-08-149 / 16-10-009 / 16-10-068 / 16-10-114 /  
16-11-036 / 16-11-093 / 16-11-104 / 16-11-105 / 16-12-006 / 16-12-048 /  
16-12-069 / 16-12-084 / 16-12-101 /

The original evidence forms for the above cases have been, and will continue to be housed in the evidence room. Copies of the above case evidence forms are being forwarded with this report. This copies will remain with this report and the court entry document issued by the Judge and housed at Central District Court.



2016 Evidence List for Destruction

Report #	Item	Serial #/Model #	Date Submitted
16-01-033	Pink wallet SSN card OH DL Ohio direction card Bank card 39 cents		1/8/2016
16-01-079	Glass marihuana pipe		1/21/2016
16-01-089	Bag of marihuana Blue and yellow glass marihuana pipe		1/23/2016
16-01-097	Clear/blue grinder		1/24/2016
16-01-110	\$100 counterfeit bill \$100 counterfeit bill \$100 counterfeit bill \$100 counterfeit bill	GF35547849C AB04801263B EF75179275A GF35618951C	1/29/2016
16-01-111	\$100 counterfeit bill \$100 counterfeit bill \$100 counterfeit bill \$100 counterfeit bill \$100 counterfeit bill \$100 counterfeit bill	FA55626193A EF30178221A EF37179272A FA55626193A AB04801263B GF35547849C	1/29/2016
16-02-062	Plastic wrapper with marihuana bud		2/18/2016
16-02-091	2 pill bottles containing marihuana		2/27/2016
16-03-011	Apple Ipad w/black rubber case	DQTL9AWBFK14	3/14/2016
16-03-022	Ohio EPPI card - Savannah Cofield	Last 4= 8868	3/11/2016
16-03-092	Orang, black & yellow glass pipe Scale Bag marihuana		3/25/2016
16-04-040	\$100 counterfeit bill \$50 counterfeit bill	G30107253A II03262385A	4/13/2016



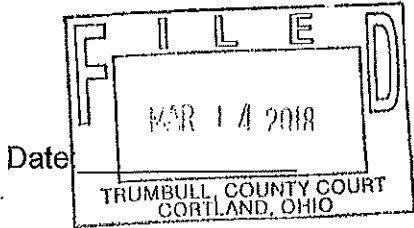
16-04-052	Net spend master card Books a million gift card	last 4= 6037	4/15/2016
16-04-107	Marihuana		4/30/2016
16-04-108	Powerbeats 2 headphones Apple charger white	FL4PJ6JWG779	4/30/2016
16-05-034	Orange colored marihuana grinder		5/7/2016
16-05-044	2 hypodermic needles		5/8/2016
16-06-020	Silver metal kitchen knife w/blood		6/5/2016
16-07-073	Multicolored marihuana pipe		7/16/2016
16-08-092	Bag with marijuana		8/19/2016
16-08-149	Counterfeit \$20 bill	DE00008679C	8/30/2016
16-10-009	Bag with marihuana		10/2/2016
16-10-068	8 red/white pills		10/16/2016
16-10-114	Bag w/misc. paperwork SSN card Ohio Liscense Ohio direction card	300-80-6492 RT532683	10/28/2016
16-11-036	Counterfeit \$20 bill	ML30308428D	11/8/2016
16-11-093	Ohio direction card Doctors appt card 2016 Death benefith walmart GC		11/20/2016
16-11-104	Burnt glass pipe with chor boy		11/23/2016
16-11-105	Pink wallet Deana Larose Jenkins ID card White swipe card Deana Jenkins offender release card Ohio master equickpay master card Nationwide claim visa card JCPenny merch credit card Victoria Secret merch credit card PNC bank debit card	Last 4= 8486 Last 4= 8179  Last 4= 3405	11/24/2016

\$4.00

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16-12-006	Bullet	12/2/2016
16-12-048	Bag with marihuana	12/10/2016
16-12-069	Glass marihuana pipe w/stripes	12/25/2016
16-12-084	Bag marihuana	12/19/2016
16-12-101	2 plastic baggies marihuana	12/24/2016

IN THE TRUMBULL COUNTY COURT  
CENTRAL DISTRICT COURT  
CORTLAND, OHIO



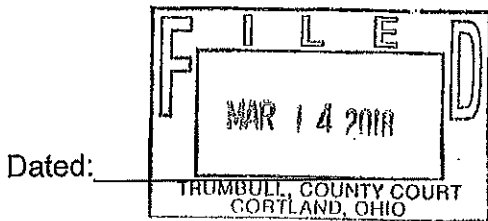
IN RE:


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This matter having come before the court by the application of Ptl. Utterback of the Bazetta Township Police Department for the destruction, donation, or utilization of various items of evidence, contraband or other property in its custody or whose ownership cannot be ascertained, all of which are more fully identified in the application attached hereto and incorporated herein by this reference.

The court finds the application to be appropriate and orders that the Bazetta Township Police Department may: (1) use for its own purpose such items as the Bazetta Township Police Department deems appropriate; and (2) donate to worthy charities such items as the Bazetta Township Police Department deems appropriate; and (3) destroy by whatever means the Bazetta Township Police Department deems appropriate such other items of contraband, evidence or other property identified in the application attached hereto and incorporated herein by this reference.

IT IS SO ORDERED.



  
THOMAS A. CAMPBELL, JUDGE

COPY

The below listed Bazetta Police Department cases involve evidence, property or contraband obtained by this agency which was subsequently logged and stored in the department evidence room. The times in the below listed cases have either been returned to the owner, no owner was found, is unclaimed/abandoned or inherently contraband.

This agency requests a court entry be issued by the Central District Court Judge Campbell for the removal of items in the below cases so the agency may purge same from the evidence storage facility. The items will be destroyed, utilized by this or another police agency (training, work related, education, etc), donated to a charitable organization/person or held for auction. Below is a list of cases that the Bazetta Police Department needs to purge with evidence/property:

2001-075923 / 2001-079344 / 06-09-017 / 11-06-090 / 11-08-110 /  
12-02-026 / 13-04-105

The original evidence forms for the above cases have been, and will continue to be housed in the evidence room. Copies of the above case evidence forms are being forwarded with this report. These copies will remain with this report and the court entry document issued by the Judge and housed at Central District Court.

COPY

### Miscellaneous Item Destruction List

Report #	Item	Serial #	Date Submitted	
2001-075923	3 silver necklaces 2 pair silver earrings silver angel necklace		11/28/2001	No Form B
2001-079344	Philips TV/VCR Combo	65796151	12/14/2001	No Form B
06-09-017	Green Flower Pot w/dirt Orange Flower Pot w/dirt		9/4/2006	No Form B
11-06-090	X-Box	43990406 50906	6/15/2011	Recovered
11-08-110	Poulan Chain Saw	05031D300564-1	8/20/2011	Recovered
12-02-026	3 Silver Necklaces 1 Silver bracelet		2/5/2011	Recovered
13-04-105	Black tub Potting Soil 9 marijuana plants 1 heat lamp 1 floor heater surge protector 1 grinder 1 paper roller 1 red bong 1 bottle liquid plant food		4/23/2013	