

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: January 5, 2015 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 Webb reminded the assemblage of the Public Comment procedures
  - All comments will taken at the end of the meeting
  - If anyone has a question or comment
    - Raise your hand
    - You will be recognized by the Chairman
    - Come to the podium
    - State your name and address for the record
  - Multiple speakers at the same time will not be allowed

**014-15** To accept the minutes from the December 29 Year End Meeting.

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

**015-15** To approve the attached *Resolution to Open and Maintain a Bank Account*.

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

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

- Fax from Manuel Bland concerning drainage issues on McCleary Jacoby Road
- Letter from Trumbull County Engineer regarding a permit to work in the right-of-way on Johnson Plank Road

**Administration:**

- Trustee Webb offered condolences to the family of Lee Ford, a Zoning Board of Appeals member
- Trustee Parke stated the following
  - Working with Carter Lumber and Trumbull County Engineer on getting a new driveway on Bazetta Road
    - Zoning Inspector Mills questioned driveways and proximity to major intersections
    - Road Superintendent Parke said he believed there is some setback regulation
    - Zoning Inspector Mills said he will look into it
  - Working on completing a letter with rental rules for the Administration Building
- Trustee Hovis reported that following
  - Will do a follow-up with Trumbull County Commissioners regarding getting water/sewer
  - Working with Sean O'Brien on getting grant monies for water/sewer on Route 5

**016-15** To accept the inventories from all Department Heads.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**Fire Department:**

- See Attached Report

**Police Department:**

- See Attached Report

**Road Department:**

- Nothing to report

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

- Zoning Inspector Mills reported that he submitted his Annual Report at the Year End Meeting
- Trustee Parke asked about the fire on Route 46
  - Zoning Inspector Mills said the following
    - Will start his investigation
    - A demolition permit will be required
    - Township has waived associated fees in the past
  - Consensus of the Trustees is to no longer waive these fees
- Trustee Webb asked if one permit would cover both structures
  - Zoning Inspector Mills replied that it would
- Chief Lewis said the garage was salvageable and that there was no insurance

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

- Trustee Webb reported both boards were meeting at the Administration Building on January 7
  - Zoning Board of Appeals at 6:30pm
  - Zoning Commission at 7:00pm

**Parks & Recreation Board:**

- Trustee Webb said there would be a meeting at the Administration Building at 7:00pm on January 6

**Safety Committee:**

- Road Superintendent Parke stated that the next meeting would be January 9 at 8:00am at the Police Department

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

- Robert Wilson, Superintendent of Lakeview Schools submitted the attached materials prior to this meeting

- Mel Little, Trumbull County Fair Board discussed partnering with the township to reduce costs for upgrading the sewer system at the fair grounds
  - Zoning Inspector Mills said there are stumbling blocks with getting this done
  - Trustee Hovis said he discussed this with the Trumbull County Commissioners and would like to see a proposal
  - Zoning Inspector Mills said he would try to get a meeting together with all related government agencies

**017-15** To recess into Executive Session at 7:24pm to discuss collective bargaining matters, per ORC §121.22(G).

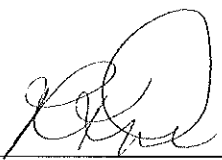
**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes


**018-15** To reconvene from Executive Session at 9:15pm with no action taken

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

**019-15** To adjourn the meeting at 9:15pm.

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

  
 \_\_\_\_\_ Dated: 01-08-15  
 Attested by: Fiscal Officer Rita K. Drew

  
 \_\_\_\_\_ Dated: 01-20-15  
 Approved by: Chairman Trustee Ted Webb

**Copy of Resolutions to  
Open and Maintain a Bank Account**

The undersigned hereby certifies to The Huntington National Bank that: I am the

Fiscal Officer  
(official title)

and, as such, I am familiar with the records and proceedings of:

Bazetta Township  
(name of governmental entity)

(the "Public Entity"), a governmental entity duly organized and existing under the laws of the  
State of Ohio;

the following is a true, accurate and compared copy of resolutions duly adopted by the Public Entity, and that the resolutions have not been rescinded, modified or revoked and are in full force and effect.

RESOLVED, that:

- (i) The Huntington National Bank (the "Bank"), as a national banking association, is qualified under applicable law and regulations to be a depository for the Public Entity and is hereby designated as a depository of the Public Entity;
- (ii) one or more account(s) may be opened and maintained in the name of the Public Entity, in accordance with the rules and regulations or procedures of the Bank pertaining to such accounts as amended by the Bank from time to time, or as otherwise amended by a written agreement between the Public Entity and Bank;
- (iii) any of the individuals whose names are set forth in (iv), below or, whose genuine signatures appear on separate cards dated and filed with the Bank, (collectively the "Authorized Signatories" and individually an "Authorized Signatory") are hereby authorized to act individually on behalf of the Public Entity and in its name to:
  - a. sign checks, drafts, notes, bills of exchange, acceptances, or other orders for payment of funds from any account maintained by the Public Entity;
  - b. indorse checks, drafts, notes, bills, certificates of deposit, or other instruments owned or held by the Public Entity for deposit in any such account, or for collection or discount by the Bank;
  - c. identify, approve and guarantee the endorsements of any and all checks and drafts drawn by the Public Entity;
  - d. waive demand, protest, and notice of protest, or dishonor of any check, draft, note, bill, certificates of deposit or other instruments made, drawn, or indorsed by the Public Entity;
  - e. act for the Public Entity in the transaction of all other business (whether or not it is of the kind, nature or character specified in this certificate) on the Public Entity's behalf with the Bank, including but not limited to executing contracts and delegating person to engage in transaction in connection with such contracts;
  - f. open and maintain an account in the name of the Public Entity (any account so opened shall be bound by the provisions of this certificate);
  - g. certify to the Bank the names of the Authorized Signatories and shall certify such change to the Bank, and the Bank shall be fully protected in relying on such certification, or refusing to honor the signature of any individual not so certified;
  - h. delegate other person(s) to perform any of the foregoing acts;

(iv) Authorized Signatories:

Name:	Title:
Rita K Drew	Fiscal Officer
Paul Hovis	Trustee
Frank W Parke	Trustee
Theodore J Webb	Trustee

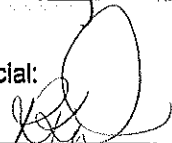
FURTHER RESOLVED, that:

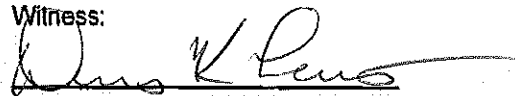
- (i) the Bank is authorized to honor, receive, certify, or pay all instruments signed in accordance with this certificate even though drawn or indorsed to the order of any Authorized Signatory signing the same, tendered for cash, or in payment of a personal obligation or for deposit into a personal account of said Authorized Signatory and the Bank is not required or obligated to inquire into the circumstances of the issuance or use of any instrument signed in accordance with this certificate, or the application, or disposition of such instrument, or the proceeds thereof;
- (ii) overdrafts, if any, shall not be considered to be a loan; and
- (iii) the provisions of this certificate shall remain in full force and effect until written notice of its amendment or rescission shall have been received by the Bank and the Bank has a reasonable amount of time to act upon such notice, and that receipt of such notice shall not affect any action taken by the Bank prior thereto.

FURTHER RESOLVED, that the undersigned be, and hereby is, authorized and directed to certify to the Bank the foregoing resolutions and that the provisions thereof are in conformity with the laws and regulations governing the Public Entity.

I further certify that there is no provision in the law or regulations governing the Public Entity which limits the power of the Public Entity to pass the foregoing resolutions and that the same are in conformity with the law and regulations governing the Public Entity, have not be modified or rescinded and are in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 5<sup>th</sup> day of January, 2015.

Public Official:  
  
\_\_\_\_\_  
Rita K Drew

Witness:  
  
\_\_\_\_\_

Date 12/24/2014



Account Number 01789727593

Business Signature Card

Account Title BAZETTA TOWNSHIP

SSN/EIN 340939309

Address 3372 STATE ROUTE 5

City CORTLAND

State OH Zip Code 44410

Phone 330-637-8816

I/We hereby acknowledge receipt of (i) for savings accounts and money market deposit accounts, the Business Online Agreement and for all other accounts, Huntington's Master Services Agreement, which includes the Business Online Addendum, Bill Pay Addendum, and the Electronic Banking Card Addendum and (ii) Huntington's rules regulations, and disclosures in connection with this account and agree to be bound by all its terms and conditions, as amended from time to time. I/We represent that unless I/we are an unincorporated non-business association, this account will be used for business purposes.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION (Substitute W-9)

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. UNLESS THE FOLLOWING LANGUAGE IS STRICKEN, I am not subject to backup withholding because: (a.) I am exempt from backup withholding, or (b.) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c.) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. Person (including a U.S. resident alien), and
- 4. I am exempt from FATCA reporting.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Authorized Signers: (please sign in black ink)

Name (Print or Type)	Title	Authorized Signature	Date
RITA K DREW	FISCAL OFFICER		01-05-15
PAUL HOVIS	TRUSTEE		01-05-15
FRANK W PARKE	TRUSTEE		01-05-2015
THEODORE J WEBB	TRUSTEE		01-05-2015

[ ] NON-PERSONAL NOW ACCOUNT (check if applicable)

The undersigned hereby applies for a Non-Personal NOW Checking Account and certifies that the undersigned is, or the beneficial interest in such account will be held by:

- a) an individual or group of individuals
- b) a sole proprietorship or husband and wife operating an unincorporated business; or
- c) an organization which is operated primarily for religious, philanthropic, charitable, fraternal, educational or other similar purposes and which is not operated for profit

[ ] UNINCORPORATED NON-BUSINESS ASSOCIATION (check if applicable)

This account will be held by an unincorporated non-business association.

Signature \_\_\_\_\_

Date \_\_\_\_\_

CERTIFICATION OF FOREIGN STATUS (NOTE: A SEPARATE FORM W-8BEN-E MUST BE COMPLETED)

Under penalties of perjury, I certify to the best of my knowledge and belief, the following information is true, correct and complete. I further certify under penalties of perjury that I am the beneficial owner (or am authorized to sign for the beneficial owner) and the beneficial owner is not a U.S. entity, therefore a foreign entity and exempt from backup withholding.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to establish your status as a non-U.S. person and, if applicable, obtain a reduced rate of withholding.

Signature \_\_\_\_\_

Date \_\_\_\_\_

U.S. Mailing Address \_\_\_\_\_

Permanent Foreign Address \_\_\_\_\_

FOR BANK USE ONLY:

HNB ID \_\_\_\_\_

Prepared by \_\_\_\_\_

Interoffice Zip \_\_\_\_\_



Business Signature Card

Date \_\_\_\_\_

Account Number \_\_\_\_\_

Account Title BAZETTA TOWNSHIP

SSN/EIN 340939309

Address 3372 STATE ROUTE 5

City CORTLAND

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**UNINCORPORATED NON-BUSINESS ASSOCIATION (check if applicable)**

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Signature \_\_\_\_\_

Date \_\_\_\_\_

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Signature \_\_\_\_\_

Date \_\_\_\_\_

U.S. Mailing Address \_\_\_\_\_

Permanent Foreign Address \_\_\_\_\_

**FOR BANK USE ONLY:**

HNB ID \_\_\_\_\_

Prepared by \_\_\_\_\_

Interoffice Zip \_\_\_\_\_

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {12/01/2014} And {12/31/2014}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	4	4.39%	\$274,000	100.00%
131 Passenger vehicle fire	1	1.09%	\$0	0.00%
132 Road freight or transport vehicle fire	2	2.19%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	1.09%	\$0	0.00%
	<u>8</u>	<u>8.79%</u>	<u>\$274,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	57	62.63%	\$0	0.00%
322 Motor vehicle accident with injuries	6	6.59%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	1.09%	\$0	0.00%
	<u>64</u>	<u>70.32%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	1.09%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	1.09%	\$0	0.00%
444 Power line down	1	1.09%	\$0	0.00%
	<u>3</u>	<u>3.29%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	3	3.29%	\$0	0.00%
554 Assist invalid	1	1.09%	\$0	0.00%
	<u>4</u>	<u>4.39%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	7	7.69%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	3.29%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	2.19%	\$0	0.00%
	<u>12</u>	<u>13.18%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 91

Total Est Loss: \$274,000



BAZETTA

Incident List by Alarm Date/Time

Alarm Date Between {12/01/2014} And {12/31/2014}  
and District = "11 " and Alarm Time Between  
"12:00:00" And "20:00:00"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-0001007-000	12/07/2014	19:18:09	2910 North Park	321 EMS call, excluding vehicle
14-0001012-000	12/08/2014	12:55:04	3146 BAILEY CT	321 EMS call, excluding vehicle
14-0001015-000	12/09/2014	16:17:32	2782 STATE ROUTE 305 NE	321 EMS call, excluding vehicle
14-0001022-000	12/13/2014	19:43:16	1181 STATE ROUTE 305 NE	321 EMS call, excluding vehicle
14-0001036-000	12/18/2014	15:09:00	1347 STATE ROUTE 305 NE	321 EMS call, excluding vehicle
14-0001046-000	12/21/2014	15:25:00	64 LARRY LANE NE	611E Dispatched & cancelled en r
14-0001068-000	12/29/2014	13:01:39	3564 N PARK EXT NE	321 EMS call, excluding vehicle
14-0001074-000	12/31/2014	16:39:14	3476 North Park Ext	321 EMS call, excluding vehicle

Total Incident Count 8

BAZETTA

Incident List by Alarm Date/Time

Alarm Date Between {12/01/2014} And {12/31/2014}  
 and District = "11 " and Alarm Time Not Between  
 "12:00:00" And "20:00:00"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-0000987-000	12/01/2014	09:24:51	1719 State Rte 305	321 EMS call, excluding vehicle
14-0000989-000	12/02/2014	07:59:48	20 LARRY LANE NE	321 EMS call, excluding vehicle
14-0000990-000	12/02/2014	08:50:05	518 PERKINS JONES RD NE	131 Passenger vehicle fire
14-0000995-000	12/04/2014	05:11:41	1181 State Rte 305	553 Public service
14-0000996-000	12/04/2014	08:05:34	1181 State rte 305	321 EMS call, excluding vehicle
14-0000999-000	12/05/2014	11:09:04	843 WILSON SHARPSVILLE RD	321 EMS call, excluding vehicle
14-0001009-000	12/08/2014	06:03:12	4131 BAZETTA RD NE/A	412 Gas leak (natural gas or LPG
14-0001016-000	12/09/2014	20:13:27	0 N PARK AVE NE	622 No Incident found on arrival
14-0001019-000	12/12/2014	00:41:56	4060 WESTLAKE DR, NE	321 EMS call, excluding vehicle
14-0001023-000	12/14/2014	07:54:11	883 JOHNSON PLANK RD NE	321 EMS call, excluding vehicle
14-0001027-000	12/15/2014	08:29:28	4060 WESTLAKE DR NE	321 EMS call, excluding vehicle
14-0001033-000	12/16/2014	20:27:13	3526 BAZETTA RD NE	444 Power line down
14-0001034-000	12/16/2014	21:18:26	3584 North park Ext	321 EMS call, excluding vehicle
14-0001035-000	12/17/2014	08:32:34	2990 N PARK PARK	321 EMS call, excluding vehicle
14-0001037-000	12/18/2014	20:05:00	2619 BAZETTA RD NE	321 EMS call, excluding vehicle
14-0001042-000	12/19/2014	01:22:00	bazetta rd/johnson plank	611E Dispatched & cancelled en r
14-0001047-000	12/21/2014	23:58:00	3206 north park	321 EMS call, excluding vehicle
14-0001053-000	12/23/2014	10:06:18	1719 STATE ROUTE 305 NE	322 Motor vehicle accident with
14-0001055-000	12/24/2014	01:46:42	5095 N PARK EXT NE	611F Dispatched & cancelled en r
14-0001057-000	12/24/2014	10:08:08	2945 BAZETTA RD NE	321 EMS call, excluding vehicle
14-0001061-000	12/26/2014	11:32:09	1058 PERKINS JONES RD NE	321 EMS call, excluding vehicle

Total Incident Count 21

BAZETTA

Incident List by Alarm Date/Time

Alarm Date Between {12/01/2014} And {12/31/2014}  
 and District = "13 " and Alarm Time Between  
 "12:00:00" And "20;00:00"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-0000991-000	12/02/2014	12:03:18	3393 IVY HILL LANE NE/F	321 EMS call, excluding vehicle
14-0000993-000	12/03/2014	12:59:51	2230 ELM RD NE	321 EMS call, excluding vehicle
14-0000994-000	12/03/2014	17:30:56	3372 WARREN MEADVILLE RD	321 EMS call, excluding vehicle
14-0000997-000	12/04/2014	15:36:42	ELM RD NE & MILLENNIUM BL	322 Motor vehicle accident with
14-0001001-000	12/05/2014	12:04:31	2580 ELM RD NE	321 EMS call, excluding vehicle
14-0001002-000	12/06/2014	12:34:33	3481 IVY HILL CIRCLE SOUT	111 Building fire
14-0001005-000	12/07/2014	16:00:42	2439 ELM RD NE	142 Brush or brush-and-grass mix
14-0001006-000	12/07/2014	17:05:14	2191 HENN HYDE RD NE	321 EMS call, excluding vehicle
14-0001013-000	12/08/2014	18:46:48	2600 ELM RD NE	321 EMS call, excluding vehicle
14-0001017-000	12/10/2014	16:24:18	2237 CADWALLADER SONK RD	321 EMS call, excluding vehicle
14-0001018-000	12/11/2014	19:39:33	WARREN MEADVILLE RD NE &	322 Motor vehicle accident with
14-0001020-000	12/12/2014	12:13:04	3402 IVY HILL CIRCLE SOUT	321 EMS call, excluding vehicle
14-0001021-000	12/13/2014	12:10:44	2467 HOWLAND WILSON RD NE	321 EMS call, excluding vehicle
14-0001029-000	12/15/2014	20:08:32	3477 IVY HILL CIRCLE SOUT	321 EMS call, excluding vehicle
14-0001030-000	12/15/2014	20:28:41	2016 MILLENNIUM BLVD NE	321 EMS call, excluding vehicle
14-0001032-000	12/16/2014	15:38:06	Trappers Trail /D	321 EMS call, excluding vehicle
14-0001045-000	12/20/2014	12:15:26	2016 MILLENNIUM BLVD NE	321 EMS call, excluding vehicle
14-0001049-000	12/22/2014	16:50:37	2021 MILLENNIUM BLVD	321 EMS call, excluding vehicle
14-0001050-000	12/22/2014	17:51:42	4111 ELM RD NE	322 Motor vehicle accident with
14-0001054-000	12/23/2014	16:40:35	2016 MILLENNIUM BLVD NE	611E Dispatched & cancelled en r
14-0001059-000	12/25/2014	13:53:02	2018 TIMBER CREEK EAST RD	321 EMS call, excluding vehicle
14-0001062-000	12/26/2014	20:11:06	2100 MILLENNIUM BLVD NE	321 EMS call, excluding vehicle
14-0001063-000	12/27/2014	17:01:46	2100 MILLENNIUM BLVD	611E Dispatched & cancelled en r
14-0001064-000	12/28/2014	15:41:57	2600 ELM RD NE	321 EMS call, excluding vehicle
14-0001065-000	12/28/2014	16:50:00	2100 MILLENNIUM BLVD	321 EMS call, excluding vehicle
14-0001071-000	12/30/2014	15:19:10	2580 ELM RD NE	321 EMS call, excluding vehicle
14-0001073-000	12/31/2014	15:17:05	2216 NILES CORTLAND RD NE	111 Building fire
14-0001073-001	12/31/2014	15:17:05	2216 NILES CORTLAND RD NE	132 Road freight or transport ve
14-0001073-002	12/31/2014	15:17:05	2216 NILES CORTLAND RD NE	111 Building fire
14-0001073-003	12/31/2014	15:17:05	2216 NILES CORTLAND RD NE	132 Road freight or transport ve

Total Incident Count 30

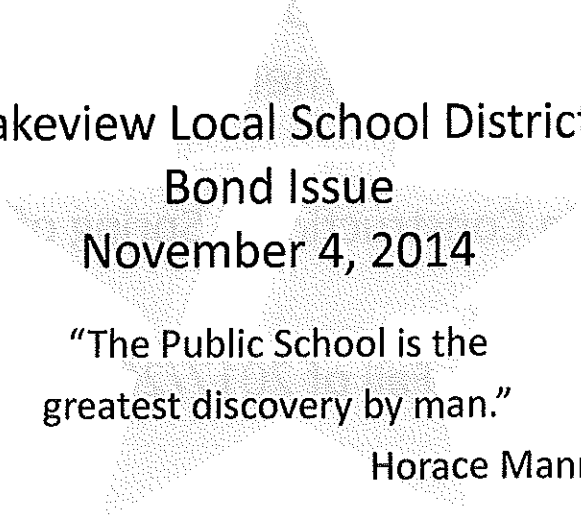
BAZETTA

Incident List by Alarm Date/Time

Alarm Date Between {12/01/2014} And {12/31/2014}  
 and District = "13 " and Alarm Time Not Between  
 "12:00:00" And "20:00:00"

Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
14-0000988-000	12/02/2014	02:36:43	3235 Mc Cleary Jacoby RD	321 EMS call, excluding vehicle
14-0000992-000	12/03/2014	07:34:42	2170 MILLENNIUM BLVD /A	321 EMS call, excluding vehicle
14-0000998-000	12/05/2014	07:33:04	4111 ELM RD NE	411 Gasoline or other flammable
14-0001000-000	12/05/2014	11:55:58	2016 MILLENNIUM BLVD	321 EMS call, excluding vehicle
14-0001003-000	12/07/2014	01:06:43	0 WARREN MEADVILLE RD NE/	322 Motor vehicle accident with
14-0001004-000	12/07/2014	06:32:51	3402 IVY HILL CIRCLE SOUT	321 EMS call, excluding vehicle
14-0001008-000	12/08/2014	00:37:06	4652 PHILLIPS RICE RD NE	321 EMS call, excluding vehicle
14-0001014-000	12/09/2014	11:04:15	0 MCCLEARY JACOBY RD NE	611F Dispatched & cancelled en r
14-0001024-000	12/14/2014	09:10:04	2016 MILLENNIUM BLVD NE	611E Dispatched & cancelled en r
14-0001025-000	12/14/2014	23:49:11	3217 PHEASANT RUN NE	321 EMS call, excluding vehicle
14-0001026-000	12/15/2014	02:14:43	3217 PHEASANT RUN NE	321 EMS call, excluding vehicle
14-0001029-000	12/15/2014	20:08:32	3477 IVY HILL CIRCLE SOUT	321 EMS call, excluding vehicle
14-0001030-000	12/15/2014	20:28:41	2016 MILLENNIUM BLVD NE	321 EMS call, excluding vehicle
14-0001038-000	12/18/2014	22:25:00	elm/bypass wb on ramp	324 Motor Vehicle Accident with
14-0001039-000	12/18/2014	22:35:00	2710 elm	322 Motor vehicle accident with
14-0001040-000	12/18/2014	23:45:00	bypass eb to elm offramp	553 Public service
14-0001041-000	12/19/2014	00:05:42	sr305/elm	622 No Incident found on arrival
14-0001043-000	12/19/2014	09:36:15	2016 MILLENNIUM BLVD	321 EMS call, excluding vehicle
14-0001044-000	12/20/2014	07:30:30	3034 North park Ext	611F Dispatched & cancelled en r
14-0001048-000	12/22/2014	09:56:12	2600 ELM RD NE	321 EMS call, excluding vehicle
14-0001051-000	12/23/2014	07:18:56	2309 WESTVIEW DR NE	321 EMS call, excluding vehicle
14-0001056-000	12/24/2014	07:27:00	2845 TIMBERLINE DR NE	321 EMS call, excluding vehicle
14-0001058-000	12/24/2014	11:20:00	2345 WESTVIEW DR NE	554 Assist invalid
14-0001060-000	12/26/2014	11:15:07	3031 FALLEHN DR NE	553 Public service
14-0001062-000	12/26/2014	20:11:06	2100 MILLENNIUM BLVD NE	321 EMS call, excluding vehicle
14-0001066-000	12/29/2014	06:36:53	2100 MILLENNIUM BLVD	321 EMS call, excluding vehicle
14-0001067-000	12/29/2014	11:05:11	2600 ELM RD NE	321 EMS call, excluding vehicle
14-0001069-000	12/30/2014	07:07:04	3480 IVY HILL CIRCLE SOUT	321 EMS call, excluding vehicle
14-0001070-000	12/30/2014	07:20:59	3270 DEER TRL NE	321 EMS call, excluding vehicle

Total Incident Count 29



Lakeview Local School District  
Bond Issue  
November 4, 2014

“The Public School is the  
greatest discovery by man.”

Horace Mann

Investment in the  
Future of Our  
Community

## Bond Millage

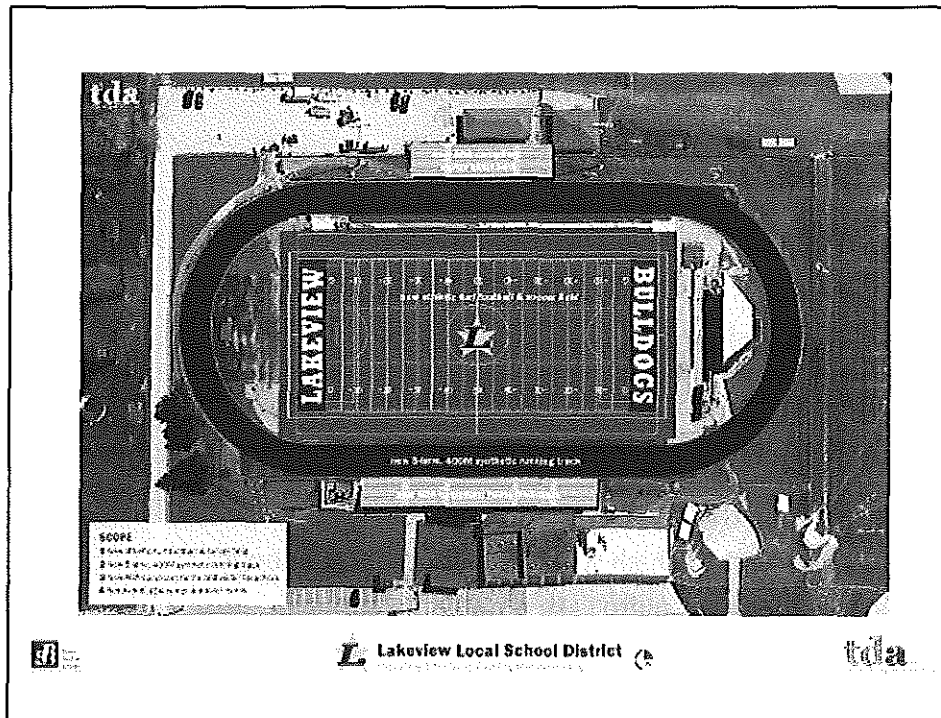
Bond Millage	4.55
Plus .50 Mill Required for Maintenance	0.50
<b>Total Millage</b>	<b>5.05</b>

Cost to Average Homeowner per \$100,000 of Home Value

Annual – Bond Issue Only	\$159.25
Annual – Bond and Maintenance	\$176.75
Daily – Bond Issue Only	\$0.44
Daily – Bond and Maintenance	\$0.48

### What will this bond levy cost the average homeowner?

Calendar Year	New Bond Levy Millage	Required PI Levy Millage	Decrease in Current Bond Levy Millage	Net Increase in Bond Millage with New Levy Passage	Approximate Additional Net Cost for owner of \$100,000 home per year
2015	4.55	0.5	-1.65	3.4	\$119
2016	4.55	0.5	-1.65	3.4	\$119
2017	4.55	0.5	-1.7	3.35	\$117.25
2018	4.55	0.5	-1.7	3.35	\$117.25
2019	4.55	0.5	-1.75	3.3	\$115.5
2020-					
2051	4.55	0.5	-2.75	2.3	\$80.5



### Athletic Facility Renovation

\$1,890,000.00 (less than 6% of total budget)

New Turf

New Track + D zones

New home bleachers

New visitor bleachers

Renovated toilet rooms

Around \$1/month per \$100,000 home

### K12 Enrollment

Grade	Enrolled 2003-2004	Enrolled 2004-2005	Enrolled 2005-2006	Enrolled 2006-2007	Enrolled 2007-2008	Enrolled 2008-2009	Enrolled 2009-2010	Enrolled 2010-2011	Enrolled 2011-2012	Enrolled 2012-2013
K	130	135	156	129	145	145	138	107	107	149
1	147	146	165	167	136	141	142	131	109	110
2	163	154	144	165	162	131	147	141	128	115
3	166	167	151	147	167	164	132	133	144	134
4	163	154	165	149	148	170	160	134	138	140
5	164	165	162	166	147	156	178	159	142	139
6	177	166	168	157	175	143	153	173	161	138
7	184	174	168	170	153	173	142	157	177	170
8	208	179	177	165	167	152	163	143	151	175
9	189	217	185	169	162	160	156	165	142	153
10	172	181	203	183	164	158	164	146	156	144
11	179	175	179	195	173	157	149	159	149	160
12	180	175	163	169	189	163	151	142	156	139
Ungraded	10	12	8	6	0	0	10	7	3	1
Total	2212	2220	2190	2137	2058	2009	1990	1902	1663	1862

### Lakeview Local School District Projected Enrollment

Source: DeJONG-HEALY

Grade	2012-13 Actual	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Pre-K (ECE)	12	12	12	12	12	12	12	12	12	12	12
Pre-K (special needs)	3	3	4	3	3	3	3	3	3	3	3
K	149	115	126	103	106	112	112	112	112	112	112
1	110	153	118	129	106	108	115	115	115	115	115
2	115	112	156	120	131	108	110	117	117	117	117
3	134	117	114	157	121	133	109	111	118	118	118
4	140	135	117	114	158	122	133	109	111	118	118
5	139	143	137	119	116	161	124	135	111	113	120
6	133	139	142	117	119	115	160	123	135	111	113
7	170	139	144	148	142	123	120	166	128	140	115
8	175	169	137	143	146	141	122	119	164	127	133
9	153	176	170	138	144	147	141	123	119	165	127
10	144	147	169	163	133	138	141	136	118	115	155
11	125	125	127	146	141	115	119	122	117	102	93
12	110	119	119	121	133	134	109	113	116	111	97
Pre-K-12 Total	1,812	1,804	1,792	1,753	1,717	1,672	1,630	1,616	1,596	1,579	1,564
Ungraded	1	2	2	2	2	2	2	2	2	2	2
Grand Total	1,813	1,806	1,794	1,755	1,719	1,674	1,632	1,618	1,598	1,581	1,566



**Open Enrollment**

Since 2004-04, the number of Lakeview Local School District students "open enrolling" into the District has increased from 0 to 79 students in the 2012-13 school year. The number of students "open enrolling" out of the District has increased from 18 to 71 students. Significant changes in the number of students "open enrolling" into or out of the District from year to year can impact enrollment projects and should be monitored.

**Lakeview Local School District -- Open Enrollment OUT**

Grade	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
Pre-K	0	0	0	0	0	0	0	0	0	0
K	0	0	2	2	2	3	3	5	6	1
1	1	3	4	5	1	3	8	2	4	2
2	4	4	3	7	5	1	4	7	4	5
3	1	0	2	3	4	3	3	6	6	1
4	1	0	2	4	3	6	3	5	4	6
5	1	0	0	1	4	4	5	4	5	6
6	1	3	0	1	2	5	6	6	1	5
7	0	1	2	0	4	3	5	5	4	4
8	2	0	3	2	1	4	7	5	9	6
9	1	3	3	4	7	2	6	8	7	9
10	0	0	4	6	3	7	2	6	8	13
11	4	4	0	7	9	2	9	6	3	5
12	2	5	6	1	8	8	3	10	2	7
Ungraded	0	0	0	0	0	0	0	0	1	1
Grand Total	18	23	31	43	53	51	63	75	64	71

Source: Ohio Department of Education, EABS, Lakeview Local School District

**Open Enrollment**

Since 2004-04, the number of Lakeview Local School District students "open enrolling" into the District has increased from 0 to 79 students in the 2012-13 school year. The number of students "open enrolling" out of the District has increased from 18 to 71 students. Significant changes in the number of students "open enrolling" into or out of the District from year to year can impact enrollment projects and should be monitored.

**Lakeview Local School District -- Open Enrollment IN**

Grade	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13
Pre-K	0	0	0	0	0	0	0	0	0	0
K	0	0	0	0	0	10	5	4	6	1
1	0	0	0	0	4	3	9	6	5	5
2	0	0	0	0	1	9	3	8	8	3
3	0	0	0	0	2	2	9	3	7	6
4	0	0	0	0	0	2	1	8	3	10
5	0	0	0	0	0	2	2	5	5	3
6	0	0	0	0	0	1	1	2	5	7
7	0	0	0	0	2	0	2	3	4	6
8	0	0	0	0	2	4	2	4	3	8
9	0	0	0	0	3	3	5	4	4	3
10	0	0	0	0	2	4	5	7	6	9
11	0	0	0	0	2	4	2	3	12	7
12	0	0	0	0	3	0	5	2	5	11
Ungraded	0	0	0	0	0	0	0	0	0	0
Grand Total	0	0	0	0	21	44	51	59	73	79

Source: Ohio Department of Education, EABS, Lakeview Local School District

	DISTRICT	TOTAL SCHOOL MILLAGE
1	Weathersfield	62.65
2	Warren	62.20
3	McDonald	61.75
4	Hubbard	58.60
5	Brookfield	57.05
6	LaBrae	56.30
7	Mathews	56.10
8	Girard	55.05
9	Bloomfield - Mespo	54.90
10	Niles	54.90
11	Liberty	51.80
12	Bristol	51.45
13	Southington	51.15
14	Maplewood	48.45
15	Champion	48.15
16	Lakeview	48.10
17	Howland	43.95
18	Lordstown	42.90
19	Joseph Badger	40.85
20	Newton Falls	37.45

Trumbull County District	District Total Expenditure Per Pupil FY13
Bloomfield-Mespo Local SD, Trumbull	\$13,706.00
Lordstown Local SD, Trumbull	\$12,220.00
Warren City SD, Trumbull	\$12,158.00
Mathews Local SD, Trumbull	\$10,524.00
Liberty Local SD, Trumbull	\$10,101.00
Maplewood Local SD, Trumbull	\$10,086.00
Howland Local SD, Trumbull	\$9,161.00
Weathersfield Local SD, Trumbull	\$9,096.00
Hubbard Ex Vill SD, Trumbull	\$9,038.00
Champion Local SD, Trumbull	\$9,007.00
La Brae Local SD, Trumbull	\$8,999.00
Girard City SD, Trumbull	\$8,831.00
Bristol Local SD, Trumbull	\$8,723.00
Niles City SD, Trumbull	\$8,640.00
Newton Falls Ex Vill SD, Trumbull	\$8,637.00
Lakeview Local SD, Trumbull	\$8,480.00
Brookfield Local SD, Trumbull	\$8,422.00
Joseph Badger Local SD, Trumbull	\$8,050.00
Southington Local SD, Trumbull	\$7,811.00
McDonald Local SD, Trumbull	\$6,038.00

### Remediation of Ohio High School Graduates Going Directly to a University System or Ohio College

#### High School Graduates in 2012 Enrolling as First-Time College Students in Fall 2012

##### Results by High School of Graduation

County	High School by County	Number of First-Time College Students	Students Taking Developmental Math and English
Trumbull	Bloomfield High	5	-
Trumbull	Life Skills Of Trumbull County	3	-
Trumbull	Mineral Ridge High	44	36%
Trumbull	Warren G Harding High	82	32%
Trumbull	Girard Sr High	58	26%
Trumbull	Maplewood High School	31	26%
Trumbull	Mathews High	24	25%
Trumbull	LaBree High	40	23%
Trumbull	Liberty High	52	23%
Trumbull	Chalker High	19	21%
Trumbull	McKinley High	54	20%
Trumbull	Hubbard High	77	18%
Trumbull	Brookfield High	30	17%
Trumbull	Howland High	125	16%
Trumbull	Lordstown High	27	11%
Trumbull	McDonald High	37	11%
Trumbull	John F Kennedy Upper School Hl	39	10%
Trumbull	Bristol High	22	9%
Trumbull	Champion High	52	8%
Trumbull	Newton Falls High	24	8%
Trumbull	Badger High	27	7%
Trumbull	Leakeview High	82	6%
Statewide		51,627	14%

## AP<sup>®</sup> Five-Year School Score Summary (2013)

This Report is by County

This report shows five years of data at the school, state and global levels. On the first page, a graph illustrates the year-over-year change in the percentage of AP students with scores of 3 or higher, next to a table that provides the overall total exams and the percentage of AP students with scores of 3 or higher. On the second page, the report provides subject-specific summary data by year. Total exams and scores by year are shown below.

✓ Data Updated 10/13/2013. Report Run Aug 9, 2013

Leakeview High School (06165)

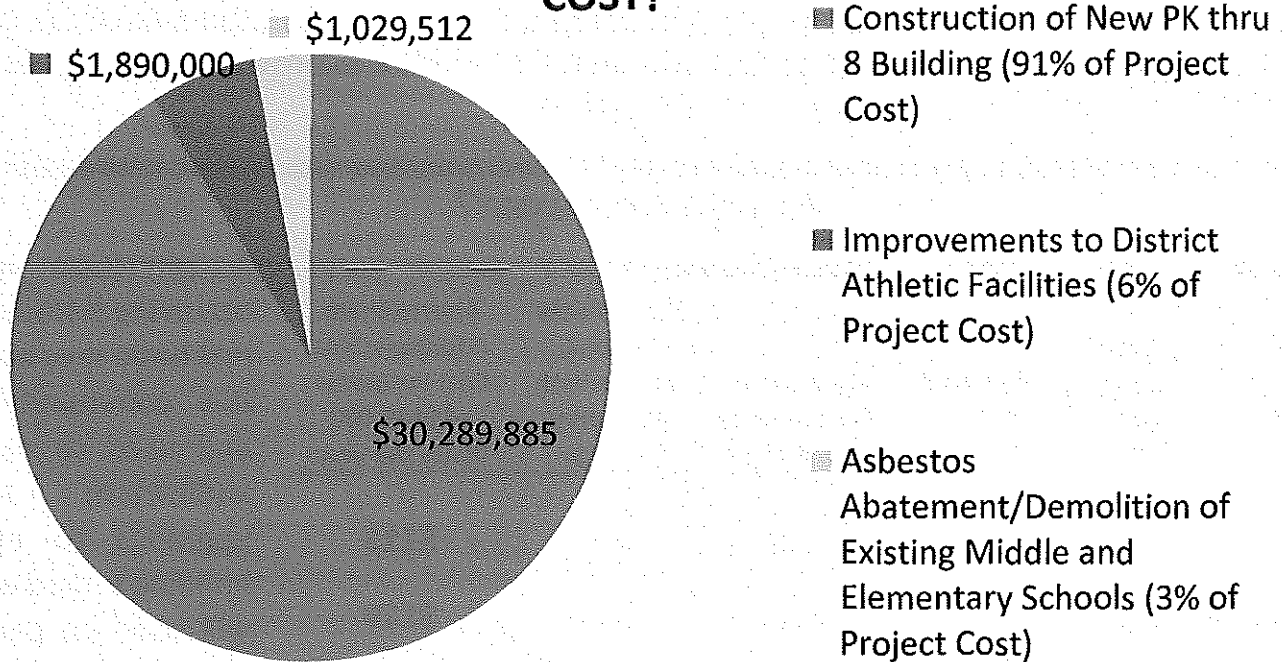
### % of Total AP Students with Scores 3+

Year	% of Total AP Students with Scores 3+
2009	56
2010	61
2011	69
2012	85
2013	77

	2009	2010	2011	2012	2013
Leakeview High School (06165)					
Total AP Students	69	55	37	69	67
Number of Exams	79	61	37	61	69
AP Students with Scores 3+	38	38	25	34	36
% of Total AP Students with Scores 3+	55	69	67	49	54
Ohio					
Total AP Students	11,021	12,711	14,011	15,801	16,128
Number of Exams	12,554	14,873	16,211	18,114	18,386
AP Students with Scores 3+	6,301	7,429	8,158	9,075	9,377
% of Total AP Students with Scores 3+	57	58	58	57	58
Global					
Total AP Students	1,043,110	1,053,510	1,062,230	1,069,915	1,071,555
Number of Exams	1,240,914	1,250,315	1,261,385	1,274,478	1,276,264
AP Students with Scores 3+	618,300	619,559	612,662	626,524	633,343
% of Total AP Students with Scores 3+	59	58	57	58	59

Notes: AP is a trademark of the College Board, which is not affiliated with, and does not endorse, this product. AP is a registered trademark of the College Board, which is not affiliated with, and does not endorse, this product. AP is a registered trademark of the College Board, which is not affiliated with, and does not endorse, this product. AP is a registered trademark of the College Board, which is not affiliated with, and does not endorse, this product. AP is a registered trademark of the College Board, which is not affiliated with, and does not endorse, this product.

## WHAT DO THE THREE COMPONENTS OF THE PROJECT COST?



### Frequently Asked Questions

**Q: Why not the property of the existing elementary site in Bazetta?**

**A: The cost of extending sanitary sewer to the property is over one million dollars. The property is 5 acres of land vs. the 11.44 acres at the middle school site.**

**Q: Why is nothing being done with the high school?**

**A: A two building project including a new high school would cost taxpayers nearly 9 mills, a figure we feel is unrealistic. The Ohio Facilities Commission graded all three of our buildings and the high school scored higher than both the middle and elementary buildings.**

**Q: Why does the project include an athletic facility upgrade?**

**A: Our stadium is rapidly becoming unsafe. The entire facility was built prior to ADA regulations. The all-weather track is over twenty years old, life expectancy of the track was 15 years. The current facility requires \$30,000 in annual maintenance, the new facility will cost approximately \$2,500 in annual maintenance. A stadium upgrade will facilitate far greater student and community use at a cost of less than 6% of the total building project.**

**Q: Can this money be used for staff salary and benefits?**

**A: No. A bond issue can only be used to retire bonds or notes issued by boards of education to raise funds to pay the direct costs of permanent improvements. In general, bond issues are voted to pay the cost of school construction and major renovations. It would be illegal to use the money from this project for teacher or administrator salaries.**

**Look for us on Facebook: Lakeview Bond Issue Questions? Contact: [Robert.Wilson@neomin.org](mailto:Robert.Wilson@neomin.org) 330-637-8741**

Lakeview Local School millage is 4<sup>th</sup> lowest among the 20 county public school districts.

## BAZETTA TOWNSHIP TRUSTEES REORGANIZATIONAL MEETING MINUTES

Date: January 5, 2015 at 6:30pm  
 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

**001-15** To appoint Trustee Ted Webb as Chairman and Paul Hovis as Vice Chairman of the Bazetta Township Board of Trustees for Fiscal Year 2015.

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

**002-15** To conduct Bazetta Township Trustee Meetings in full compliance with the Ohio Sunshine Law and accordingly establish the following rules for the scheduling and notice of all meetings in 2015.

- *Regular Meetings shall be held on the 1st and 3rd Monday of every month at 7:00pm at the Township Administration Building, with a 60 minute caucus with Department Heads preceding. Notice of said meetings shall be placed on the Township Bulletin Board and Website.*
- *Special Meetings shall be held as needed. Notice of such meetings shall be given by posting advanced written notice of the same on the Township Bulletin Board and Website. Additionally, notice shall be given to the Tribune Chronicle at least 24 hours in advance of the meeting, except in an emergency, in which case the notice shall be given as soon as practicable. The township will provide advance written notice to anyone who provides the Township with pre-paid, self-addressed envelopes or postcards.*

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

**003-15** To approve the continued employment and compensation of the following non-bargaining unit full-time and part-time employees at their current rates of pay.

<i>IT Specialist Joel Davis</i>	<i>\$25.10 per hour</i>	<i>Chief Dennis Lewis</i>	<i>\$72,508.80 per year</i>
<i>Admin. Ass't. Jean Eddy</i>	<i>\$10.00 per hour</i>	<i>FF/M William Claypoole</i>	<i>\$11.25 per hour</i>
<i>Laborer Steven Perhach</i>	<i>\$10.99 per hour</i>	<i>FF/M Joshua Cleland</i>	<i>\$11.25 per hour</i>
<i>Truck Driver Joel Davis</i>	<i>\$17.17 per hour</i>	<i>FF/M Thomas Gibbs</i>	<i>\$11.25 per hour</i>
<i>Sexton Michael Arnal</i>	<i>\$500.00 per month</i>	<i>FF/M Eric Ginn</i>	<i>\$11.25 per hour</i>
<i>Chief Michael Hovis</i>	<i>\$71,988.80 per year</i>	<i>FF/M Bradley Hall</i>	<i>\$11.25 per hour</i>
<i>Ptl. Jacob Abbott</i>	<i>\$12.00 per hour</i>	<i>FF/M Rudolph Harsany</i>	<i>\$11.25 per hour</i>
<i>Ptl. Scott Gubanyar</i>	<i>\$12.00 per hour</i>	<i>FF/M Phillip Pelley</i>	<i>\$11.25 per hour</i>
<i>Ptl. Jason Manes</i>	<i>\$12.00 per hour</i>	<i>FF/M Brandon Quiggle</i>	<i>\$11.25 per hour</i>
<i>Ptl. Justin O'Rourke</i>	<i>\$12.00 per hour</i>	<i>FF/M Todd Shafer</i>	<i>\$11.25 per hour</i>
<i>Ptl. Mark Sember</i>	<i>\$12.00 per hour</i>	<i>FF/M William Steiner</i>	<i>\$11.25 per hour</i>
<i>Ptl. Patrick Swiger</i>	<i>\$12.00 per hour</i>	<i>FF/M Thomas Torporcer</i>	<i>\$11.25 per hour</i>
<i>PD Sec. Deanna Boggess</i>	<i>\$10.00 per hour</i>		
<i>PD Sec. Jean Eddy</i>	<i>\$10.00 per hour</i>		

<i>Zoning Inspector Michael Mills</i>	<i>\$13.00 per hour</i>	<i>CPR Instructor Thomas Rink</i>	<i>\$15.00 per hour</i>
<i>Zoning Secretary Jean Eddy</i>	<i>\$10.00 per hour</i>	<i>CPR Instructor Phillip Pelley</i>	<i>\$15.00 per hour</i>
<i>ACLS Instructor Thomas Gibbs</i>	<i>\$15.00 per hour</i>	<i>CPR Instructor Thomas Toporcer</i>	<i>\$15.00 per hour</i>
<i>ACLS Instructor Scott Gubanyar</i>	<i>\$15.00 per hour</i>	<i>CPR Instructor Nicolas Wildman</i>	<i>\$15.00 per hour</i>
<i>ACLS Instructor Aaron Hanson</i>	<i>\$15.00 per hour</i>	<i>EDUC Instructor Aaron Hanson</i>	<i>\$20.00 per hour</i>
<i>ACLS Instructor Rudolph Harsany</i>	<i>\$15.00 per hour</i>	<i>EDUC Instructor Mike Mannella</i>	<i>\$20.00 per hour</i>
<i>CPR Instructor Thomas Gibbs</i>	<i>\$15.00 per hour</i>	<i>EDUC Instructor Thomas Rink</i>	<i>\$20.00 per hour</i>
<i>CPR Instructor Scott Gubanyar</i>	<i>\$15.00 per hour</i>	<i>EDUC Instructor Nike Wright</i>	<i>\$20.00 per hour</i>
<i>CPR Instructor Bradley Hall</i>	<i>\$15.00 per hour</i>	<i>EMS Instructor Scott Gubanyar</i>	<i>\$25.00 per hour</i>
<i>CPR Instructor Aaron Hanson</i>	<i>\$15.00 per hour</i>	<i>EMS Instructor Rudolph Harsany</i>	<i>\$25.00 per hour</i>
<i>CPR Instructor Rudolph Harsany</i>	<i>\$15.00 per hour</i>	<i>EMS Instructor Thomas Toporcer</i>	<i>\$25.00 per hour</i>
<i>CPR Instructor Phillip Pelley</i>	<i>\$15.00 per hour</i>		

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

**004-15** To approve a new term for Zoning Commissioner Rita Benoit.

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

**005-15** To approve a new term for Zoning Board of Appeals Member Craig Fess.

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

**006-15** To approve compensation for Zoning Commissioners and Zoning Board of Appeals Members at \$25.00 per meeting date.

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

**007-15** To table the resolution to approve a new term for Parks & Recreation Board Members Steve Belcher, Karin Hudson, and Robert Giering.

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

**008-15** To approve retention of Law Offices of Atty. Mark Finamore as Township Legal Counsel at a rate of \$800 per month, which includes 8 hours of service with each additional hour being charged at \$100 per hour, for the provision of legal services on an as needed basis for Fiscal Year 2015.

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

**009-15** To continue the policy wherein all contact with Township Legal Counsel must be conducted only by the Chairman of the Board or the Chairman's designee.

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

**010-15** To approve the attendance of Trustees and Fiscal Officer at any Fiscal Year 2015 meetings, seminars, workshops, schools, trainings, conferences, or conventions necessary for the betterment of the township with allowable expenses and gas mileage being reimbursed per the Township Administrative Policy and IRS approved rate of 57.5¢ per mile, respectively.

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

**011-15** To approve the attendance of Township Employees, Parks & Recreation Board Members, Zoning Commissioners, and Zoning Board of Appeals Members at any Fiscal Year 2015 meetings, seminars, workshops, schools, trainings, conferences, or conventions necessary for the betterment of the township, after a formal request has been approved by their Department Head and Trustees, with allowable expenses and gas mileage being reimbursed per the Township Administrative Policy and IRS approved rate of 57.5¢ per mile, respectively.

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

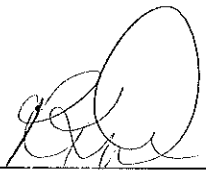
**012-15** To establish the following Trustee/Department Head Liaisons for Fiscal Year 2015.

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

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

**013-15** To adjourn the meeting at 6:40pm.

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

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

Dated: 01-05-15

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

Dated: 01-20-15

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: January 20, 2015 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

**020-15** To accept the minutes from the January 5 Reorganizational and Regular Meetings.

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

**021-15** 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

**022-15** To authorize the Fiscal Officer to request an advance of the 1st Half Settlement of Real Estate Tax from the Trumbull County Auditor.

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

**023-15** To authorize the Fiscal Officer to request a 2014 Amended Certificate of Estimated Resources that reflects the changes relative to year-end receipts and expenditures.

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

**024-15** To authorize the Fiscal Officer request a 2015 Certificate of Estimated Resources.

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

**025-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation* (1.5 mill Current Expense Additional Levy).

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



**026-15** To adopt the attached *Resolution to Deny Employee Request for Unpaid Personal Leave*.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- Copy of a letter from the Trumbull County Engineer regarding a permit to work in the road-right-of-way of Johnson Plank Road
- 2014 Annual ODOT Mileage Certification from the Trumbull County Engineer
- Notification from Trumbull County Recorder concerning zoning resolutions and amendments
- Copy of a letter from the Trumbull County Engineer regarding site civil construction plans for Taylor Rental
- Thank you card from the family of Lee Ford

**Administration:**

- Trustee Hovis reported that there is a tentative agreement in place with Teamsters Local 377
- Trustee Webb reported the following
  - Still in negotiations with the Fire Department on their contract
  - Will be changing the Regular Trustee Meeting on February 16 to February 17
  - Department Heads are working on the following
    - Chief Lewis - BWC reports
    - Chief Hovis - Records retention project
    - Superintendent Parke - Salt reduction program and snow parking ban issues in the Timber Creek area

**Fire Department:**

- See Attached Report

**Police Department:**

- See Attached Reports

**027-15** To approve an expenditure not to exceed \$16,000.00 for upfitting two Police Interceptor Utility vehicles. to be paid from the Drug Enforcement Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**028-15** To table the resolution to approve the attached Memorandum of Understanding (Articles 15 and 18).

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**029-15** To table the resolution to approve the attached Memorandum of Understanding (Counseling Sessions).

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**030-15** To hire Richard L. Tackett as a part-time Patrolman, at the current rate of pay, effective February 1, 2015.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**031-15** To hire Nicolas Wildman as a Reserve Officer, pending passage of psychological screening, effective immediately.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**032-15** To authorize Chief Hovis to sell any and all excess police equipment that is possessed by the Police Department, effective immediately.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Road Department:**

- Superintendent Parke reported that results of the salt reduction plan have been pretty good so far

**033-15** To approve the attached 2014 Annual ODOT 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:**

- Trustee Webb reported the following
  - Zoning Commission officers are Curtis Lonsbrough as Chairman and Rita Benoit as Vice Chairman
  - Zoning Board of Appeals officers are William Gardner as Chairman and Craig Fess as Vice Chairman
  - Zoning Board of Appeals is considering taking responsibility for code enforcement and will get back to the Trustees about this within 30 days

**034-15** To appoint David Ross to the Zoning Board of Appeals Member, completing the term vacated by Lee Ford.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**Parks & Recreation Board:**

- Nothing to report

**035-15** To approve a new term for Parks & Recreation Board Members Steve Belcher, Karin Hudson, and Robert Giering.

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

**Safety Committee:**

- Superintendent Parke said there have been a few injuries lately and the committee has met to be sure all protocols are being followed

**Health Insurance Committee:**

- Nothing to report

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

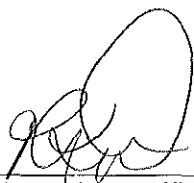
- None

**Public Comment:**

- Zoning Inspector Mills said that residents have been asking him about dates for the free garage sale weekend
  - Trustee Hovis said a decision will be made on this at the next meeting
- Several people in attendance noted that they had heard a rumor that the Glenn Christian Ox Roast may not happen this year

**036-15** To adjourn the meeting at 7:28pm.

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

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

Dated: 01-30-15

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

Dated: 02-05-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
24069	258.74	VW24069	Advance Auto Parts	Supplies
24070	7625.00	VW24070	Attorney Mark S. Finamore	Legal Service
24071	4558.18	VW24071	Ainsley Oil Company	Gas/Diesel
24072	79.36	VW24072	AT&T Mobility	Service
24073	183.67	VW24073	Automotive Distributors Warehouse	Supplies
24074	35.00	VW24074	Accord Occupational Health Services	Service
24075	45.00	VW24075	APA Ohio	Dues
24076	300.00	VW24076	BUD'S TOWING & RECOVERY, LLC	Towing
24077	812.00	VW24077	BE SOLUTIONS	Mo Admin Fees
24078	150.00	VW24078	Brookfield Township Trustees	MDT Grant Reimbursement
24079	1938.32	VW24079	Business Card	Supplies/Etc
24080	11.56	VW24080	Bortnick Tractor-Cortland	Supplies
24081	127.86	VW24081	City of Warren, Utility Services	Service
24082	25.00	VW24082	Craig Fess	Jan 07, 2015 Yrly Mtg
24083	1327.99	VW24083	DELTA DENTAL	Insurance
24084	889.02	VW24084	Dominion East Ohio	Service
24085	1000.00	VW24085	Dennis K. Lewis	BWC Management
24086	36.50	VW24086	Deanna Boggess	Notary Expenses
24087	225.00	VW24087	Dilucia's	Catering
24088	163.02	VW24088	Fusion Network Billing System	Service
24089	439.99	VW24089	Graybar Financial Services, LLC	Service
24090	170.26	VW24090	Handyman Supply Inc.	PAYMENT
24091	231.53	VW24091	Hanley Print & Promotions	Supplies
24092	25.00	VW24092	Howard Wetzel	Jan 7, 2015 Qtrly Mtg
24094	25.00	VW24094	Jack Hineman	Jan 7, 2015 Zoning Meeting
24095	1000.00	VW24095	Kristopher W. Parke	BWC Management
24096	138.66	VW24096	Lou Wollam Chevrolet, Inc.	Supplies/Repairs
24097	130.94	VW24097	Lowe's Business Account	Supplies
24098	25.00	VW24098	Microdoctor, Inc.	Service
24099	133.41	VW24099	Michael Mannella	December Opt Out
24100	1000.00	VW24100	Michael J. Hovis	BWC Management
24101	12.48	VW24101	Mark Thomas Ford	Supplies
24102	8084.86	VW24102	BE SOLUTIONS	Claims Runs
24103	18392.08	VW24103	Ohio Insurance Services Agency, Inc.	Insurance
<del>24104</del>	<del>25931.83</del>	<del>VW24104</del>	<del>BWC #2 25115.71</del>	2014 Payroll
24105	2439.55	VW24105	Ohio Edison	Service
24106	1822.98	VW24106	Ohio Edison	Street Lighting
24107	613.59	VW24107	Orwell Natural Gas	Service
24108	302.64	VW24108	NAPA Auto Parts	Supplies
24109	21.97	VW24109	Ohio Cat	Supplies
24110	121.99	VW24110	Purchase Power	Postage Meter
24111	47.00	VW24111	Pitney Bowes	Postage Meter Rental
24112	280.00	VW24112	Psycare, Inc.	Service
24113	25.00	VW24113	Rod Prodonovich	January 7, 2015 Zoning Meeting
24114	25.00	VW24114	Rita Benoit	January 7, 2015 Zoning Meeting
24115	600.00	VW24115	SCHULTZ TOWING, INC.	Tows
24116	17.84	VW24116	Sunrise Spring Water Company	Service
24117	313.20	VW24117	Standard Insurance Company RD	Insurance
24118	132.38	VW24118	Sunburst Environmental Service, Inc.	Service
24119	553.72	VW24119	Trumbull County Treasurer	Cold Patch/Beet/Heet/Road Salt
24120	714.86	VW24120	Time Warner Cable-Northeast	Service
24121	206.71	VW24121	Trumbull County Water & Sewer Acct. Dept	Service
24122	3319.13	VW24122	Trumbull County Treasurer	Taxes
24123	1743.81	VW24123	Trumbull County Treasurer	Ruma Coordinator
24124	20.50	VW24124	Treasurer of State of Ohio	PAYMENT
24125	50.00	VW24125	Treasurer State of Ohio	Leads
24127	268.89	VW24127	Tractor Supply Credit Plan	Supplies
24128	132.15	VW24128	The Tribune Chronicle	Legal Notice
24129	215.40	VW24129	Trumbull Security Systems, Inc.	Service
24130	388.84	VW24130	Vision Service Plan-(OH)	Insurance
24131	764.80	VW24131	Verizon Wireless	Service
24132	25.00	VW24132	Walter Maycher	January 7, 2015 Zoning Meeting
24133	25.00	VW24133	William Gardner	January 7, 2015 Zoning Meeting
24134	2290.16	VW24134	Walmart Business/SYNCB	Supplies
24135	20.00	VW24135	Youngstown/Warren Regional Chamber	Service
24136	1600.87	VW24136	Joel E. Davis	2014 Healthcare Opt Out
24137	2317.00	VW24137	ACS Firehouse Software	Software Contract
24138	1.09	VW24138	Bortnick Tractor-Cortland	Supplies
24139	365.00	VW24139	Collins Heating & Cooling, Inc.	Rep - FD
24140	725.36	VW24140	Department of the Treasury	PAYMENT
24141	20.00	VW24141	Dennis K. Lewis	Training Reimbursement
24142	975.78	VW24142	Finley Fire Equipment	Tools/Equipment
24143	325.00	VW24143	Harshman & Sons Inc.	PAYMENT
24144	1092.00	VW24144	Ohio Billing, Inc.	EMS Trip Submissions
24145	824.75	VW24145	Ohio Cat	Parts/Repairs
24146	613.20	VW24146	Penn Care Medical Products	Supplies
24147	144.98	VW24147	Professional Appliance Service	Parts
24148	40.25	VW24148	Respiratory Care Partners, Inc.	EMS Supplies
24149	112.26	VW24149	Trumbull County Water and Sewer	Service
24150	80.00	VW24150	Trumbull County Association	Reorganizational Dinner
24151	196.80	VW24151	Warren Fire Equipment, Inc.	Supplies
24152	62682.00	VW24152	Ohio Township Association Risk	OTARMA Contribution
24153	3208.88	VW24153	Trumbull County 911	911 Service

168819.89

Total Amount of Pending Warrants

## TOWNSHIP CERTIFICATE OF ESTIMATED RESOURCES

Bazetta Township, Trumbull County, Ohio  
as of January 20, 2015 for 2014

FUND	UNENCUMBERED BALANCE 01-01-14	PROPERTY TAX	OTHER SOURCES	TOTAL
General	\$ 662,479.97		\$ 56,264.91	\$ 1,098,098.36
		\$ 20,000.00	\$ -	
		\$ -	\$ 153,400.00	
		\$ 205,953.48	\$ 209,664.91	
Motor Vehicle License	\$ 2,075.04	\$ -	\$ 7,715.00	\$ 9,790.04
Gasoline Tax	\$ 84,954.35	\$ -	\$ 85,400.00	\$ 170,354.35
Road & Bridge	\$ 146,383.58	\$ (11,665.66)	\$ 31,000.00	\$ 427,457.72
		\$ 261,739.80		
Cemetery	\$ 5,750.93	\$ -	\$ 86,000.00	\$ 91,750.93
Cemetery Bequest	\$ 3,775.40	\$ -	\$ 175.00	\$ 3,950.40
Lighting Assessment	\$ 261.50	\$ -	\$ 8,310.00	\$ 8,571.50
Police District	\$ 99,506.75	\$ -	\$ 189,000.00	\$ 1,155,273.77
		\$ 866,767.02		
CMVI	\$ 3,353.28	\$ -	\$ 500.00	\$ 3,853.28
Fire District	\$ 559,173.68	\$ -	\$ 444,500.00	\$ 2,057,603.44
		\$ 1,053,929.76		
Police Equipment	\$ 5,538.20	\$ 57,682.16	\$ 7,200.00	\$ 70,420.36
Zoning	\$ 8,811.13	\$ -	\$ 36,000.00	\$ 44,811.13
Drug Law Enforcement	\$ 1,831.76	\$ -	\$ 250.00	\$ 2,081.76
Issue II Improvement	\$ -	\$ -	\$ -	\$ -
Firefighters Assistance	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00
OPWC Road Projects	\$ -	\$ -	\$ 238,753.31	\$ 238,753.31
FEMA	\$ -	\$ -	\$ -	\$ -
Bond	\$ -	\$ 11,665.66	\$ -	\$ 11,665.66
Fire/EMS Training Center	\$ 1,153.57	\$ -	\$ 500.00	\$ 1,653.57
	\$ 1,585,049.14	\$ 2,466,072.22	\$ 1,346,468.22	\$ 5,397,589.58

## TOWNSHIP CERTIFICATE OF ESTIMATED RESOURCES

Bazetta Township, Trumbull County, Ohio  
as of January 20, 2015 for 2015

FUND	UNENCUMBERED BALANCE 01-01-15	PROPERTY TAX	OTHER SOURCES	TOTAL
General	\$ 593,006.00		\$ 58,223.44	\$ 965,744.73
		\$ 20,000.00	\$ -	
		\$ -	\$ 133,000.00	
		\$ 161,515.29	\$ 191,223.44	
Motor Vehicle License	\$ 2,310.69	\$ -	\$ 7,500.00	\$ 9,810.69
Gasoline Tax	\$ 94,196.64	\$ -	\$ 85,000.00	\$ 179,196.64
Road & Bridge	\$ 132,268.37	\$ (29,157.85)	\$ 35,500.00	\$ 350,519.60
		\$ 211,909.08		
Cemetery	\$ 9,696.86	\$ -	\$ 84,000.00	\$ 93,696.86
Cemetery Bequest	\$ 3,775.40	\$ -	\$ 175.00	\$ 3,950.40
Lighting Assessment	\$ -	\$ -	\$ 8,705.00	\$ 8,705.00
Police District	\$ 142,093.25	\$ -	\$ 187,500.00	\$ 1,029,226.75
		\$ 699,633.50		
OMVI	\$ 997.84	\$ -	\$ 2,400.00	\$ 3,397.84
Fire District	\$ 567,554.34	\$ -	\$ 347,200.00	\$ 1,773,658.33
		\$ 858,903.99		
Police Equipment	\$ -	\$ 49,400.00	\$ 20,600.00	\$ 70,000.00
Zoning	\$ 4,456.02	\$ -	\$ 34,000.00	\$ 38,456.02
Drug Law Enforcement	\$ 21,264.76	\$ -	\$ 500.00	\$ 21,764.76
Issue II Improvement	\$ -	\$ -	\$ -	\$ -
Firefighters Assistance	\$ 750.00	\$ -	\$ -	\$ 750.00
OPWC Road Projects	\$ -	\$ -	\$ 160,318.70	\$ 160,318.70
FEMA	\$ -	\$ -	\$ -	\$ -
Bond	\$ -	\$ 29,157.85	\$ -	\$ 29,157.85
Fire/EMS Training Center	\$ 1,297.81	\$ -	\$ 500.00	\$ 1,797.81
	\$ 1,573,667.98	\$ 2,001,361.86	\$ 1,165,122.14	\$ 4,740,151.98

**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #026-15 (Additional Current Expense Tax Levy 1.5 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 20th day January, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Parke moved the adoption of the following resolution:

**WHEREAS**, on the 15th day of December, 2014 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191 at a rate not exceeding 1.5 mill for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2015 collection year beginning 2016; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$210,542.00, based upon the current assessed valuation of the Township of \$142,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of an additional tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, for the current expenses of said township, at a rate not exceeding 1.5 mill for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2015 collection year beginning 2016.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors said Bazetta Township, in the primary election to be held on the 5th of May, 2015; and

**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (A), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Hovis seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 20th day of January, 2015.



---

Fiscal Officer Rita K. Drew



BAZETTA TOWNSHIP  
TRUMBULL COUNTY, OHIO

RESOLUTION TO DENY EMPLOYEE REQUEST  
FOR UNPAID PERSONAL LEAVE

RESOLUTION NO.: 027-15

The Board of Trustees of Bazetta Township, Trumbull County, Ohio, met in regular session on the 20<sup>th</sup> day of January, 2015, at the office of said Board, with the following members present:

Frank Parke  
Paul Hovis  
Ted Webb

Trustee Parke moved to adopt the following Resolution:

WHEREAS, an employee of Bazetta Township has requested to be placed on unpaid personal leave pursuant to the terms of a Collective Bargaining Agreement (CBA) between the Township and the Bazetta Township Fire Department IAFF Local 3703, and;

WHEREAS, the following excerpt from the current Collective Bargaining Agreement governs:

*'Section 26.2-Leave of Absence (Unpaid)*

- A. *The Employer may grant a personal leave of absence to any employee for a maximum period of sixty (60) calendar days. request for personal leave must be submitted at least two weeks in advance.*
- B. *The Employer may, upon receipt of approved medical certification, Grant an employee who is unable to work because of sickness, injury or illness, and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If an Employee has been granted a leave of absence as defined in Section A., above, such time granted will be included in the one (1) year period if applicable.'*

WHEREAS, the employee in question has previously exhausted all paid leave and Family Medical Leave Act leave available to him, and there is no statutory or other legal requirement that the township is required to grant an additional of unpaid leave to the employee in question, and;

WHEREAS, neither the current applicable Collective Bargaining Agreement or any applicable law requires the township to grant further unpaid leave to Mr. Smith, and;

WHEREAS, the granting or denial of employee's request for unpaid personal leave is discretionary to the township pursuant to the language of the applicable Collective Bargaining Agreement, and;

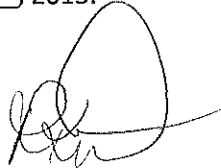
WHEREAS, the Board of Trustees has decided, in its discretion, to deny the employee's request for additional unpaid personal leave.

THEREFORE BE IT RESOLVED THAT: Bazetta Township Board of Trustees, in its discretion, does hereby deny the request for unpaid personal leave submitted for its consideration by township employee Mike Smith.

Trustee Hovis seconded the Motion and the roll being called upon its adoption the vote resulted as follows:

Mr. Parke	Yes
Mr. Hovis	Yes
Mr. Webb	Yes

Adopted the 20<sup>th</sup> day of January, 2015.

A handwritten signature in cursive script, likely belonging to a member of the Board of Trustees, positioned to the right of the adoption date.

# BAZETTA FIRE DEPARTMENT

STATION 11

*Bazetta*

*Striving for a Better Tomorrow*

Captain  
Dave Walter

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

Chief  
**Dennis Lewis**  
Asst. Chief Tom Rink  
Captain  
Mike Mannella

STATION 13



Captain

January 20, 2015

Bazetta Township Trustees'  
3372 State Route 5  
Cortland, Ohio 44410

The Bazetta Fire Department is please to submit this 2014 performance report to the Bazetta Township Trustees, the personnel of Bazetta Fire Department, and the citizens of Bazetta Township. This report would not be possible without the continued support of the Board of Bazetta Township Trustees. With your support we will make it possible to make capital improvements that maintain the department on the cutting edge of new technology.

We would like to express our special thanks to Police Chief Mike Hovis and staff, Road Superintendent Kris Parke and staff, Fiscal Officer Rita K. Drew, and Administrative Secretary Robyn Metheny. Most of all I would like to thank the officers and staff of the Bazetta Fire Department. To the residents of Bazetta Township who cooperated in our efforts to minimize lost of life and fire, for the continuous vote of confidence, and being prepared to meet future challenges.

In closing, I would like to reflect on a few items. The first being funding, the department brought in 31% of total expenditures in 2014. This is an amazing fact when almost 1/3 of funding was done by non-tax dollars. The second is the reduction of Tangible Personal Property Tax, the department has lost \$94,000.00 dollars since 2010; we have through commitment of our excellent staff, kept the department in a progressive position. I am concerned that this position will not last and a decision will need to be made as to the level of services if there is no additional funding.

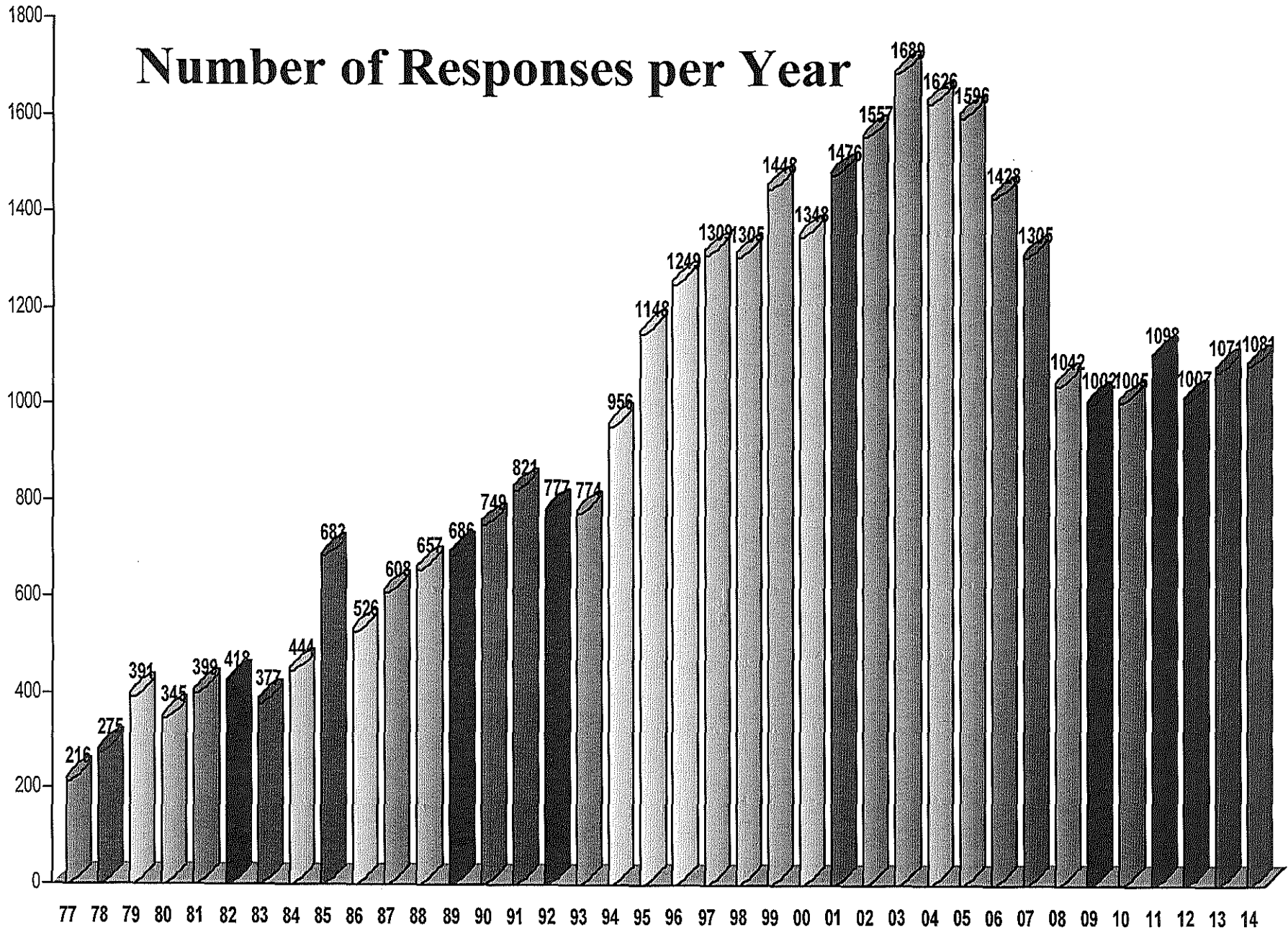
The events of September 11, 2001 will be in our minds and hearts forever. With the loss of 343 firefighters, there is no doubt that a firefighter's life can change at any time. How much risk should be taken with one's life, or how much community support is needed to adequately give their firefighters an honest chance? This report is dedicated to those men and women who gave the ultimate sacrifice in the protection of their fellow man.

Professionally,

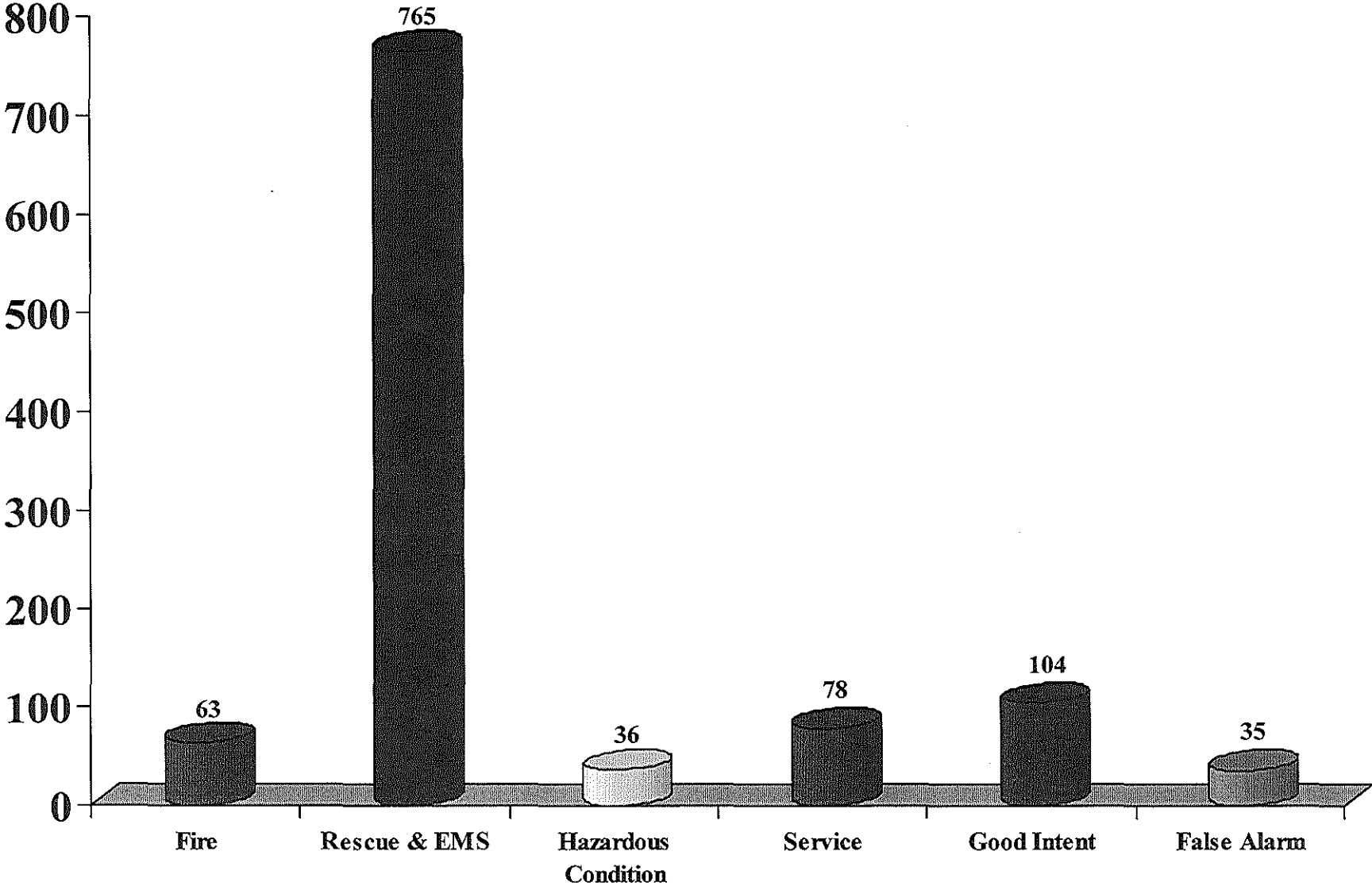
*Dennis Lewis*

Chief Dennis Lewis. OFE

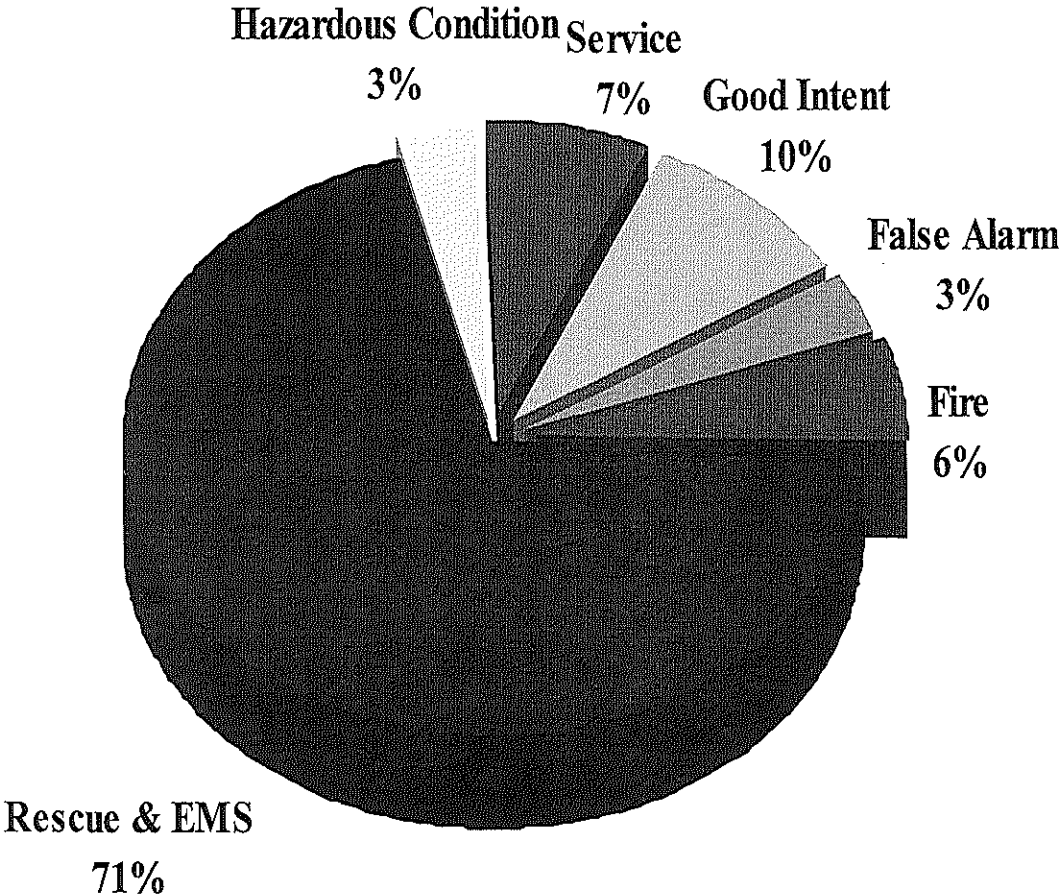
# Number of Responses per Year



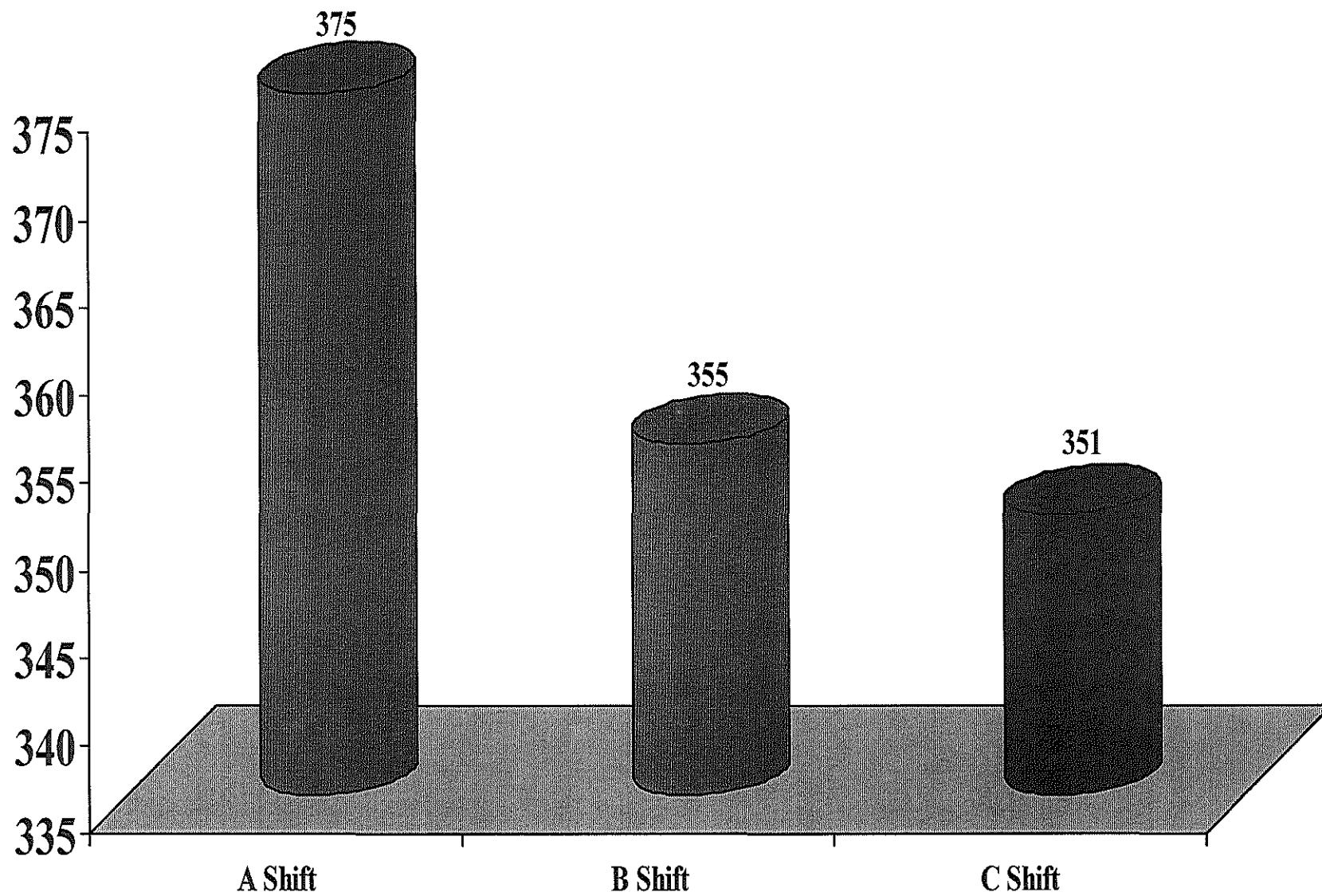
# Emergency Calls



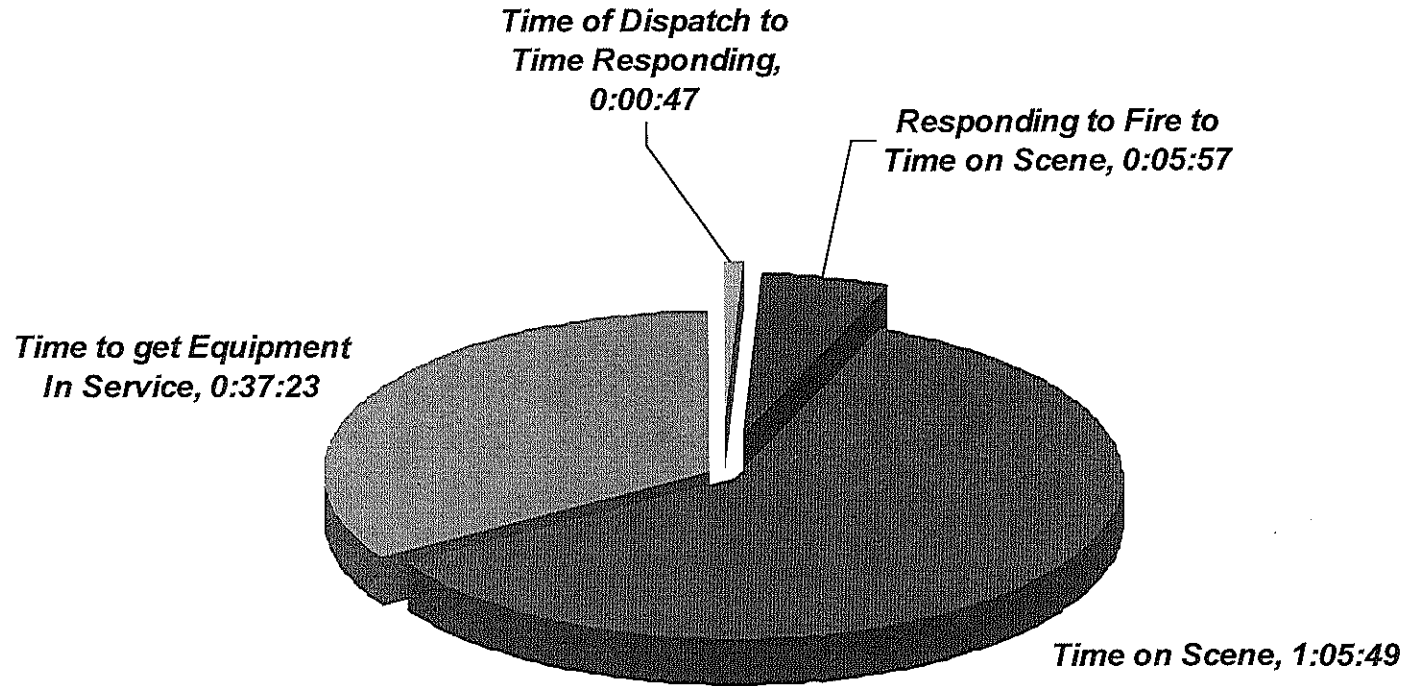
# Emergency Calls in Percentages



## 2013 Calls by Shift



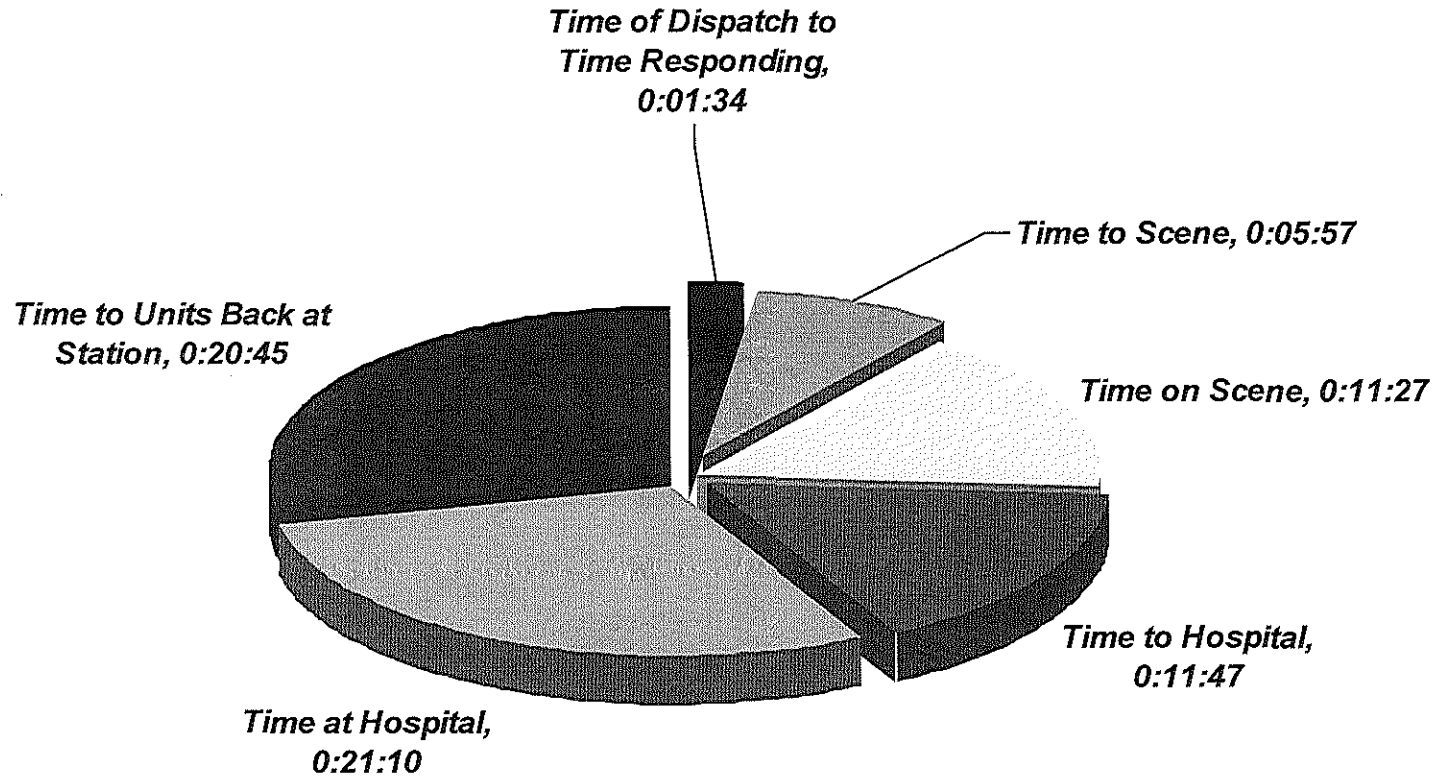
# Average Time Analysis of Actual Fires



**Bazetta Fire Department responded to 32 actual fires in 2014. On average it takes the crews 01:49:56 to handle the fire and put apparatus back in-service.**

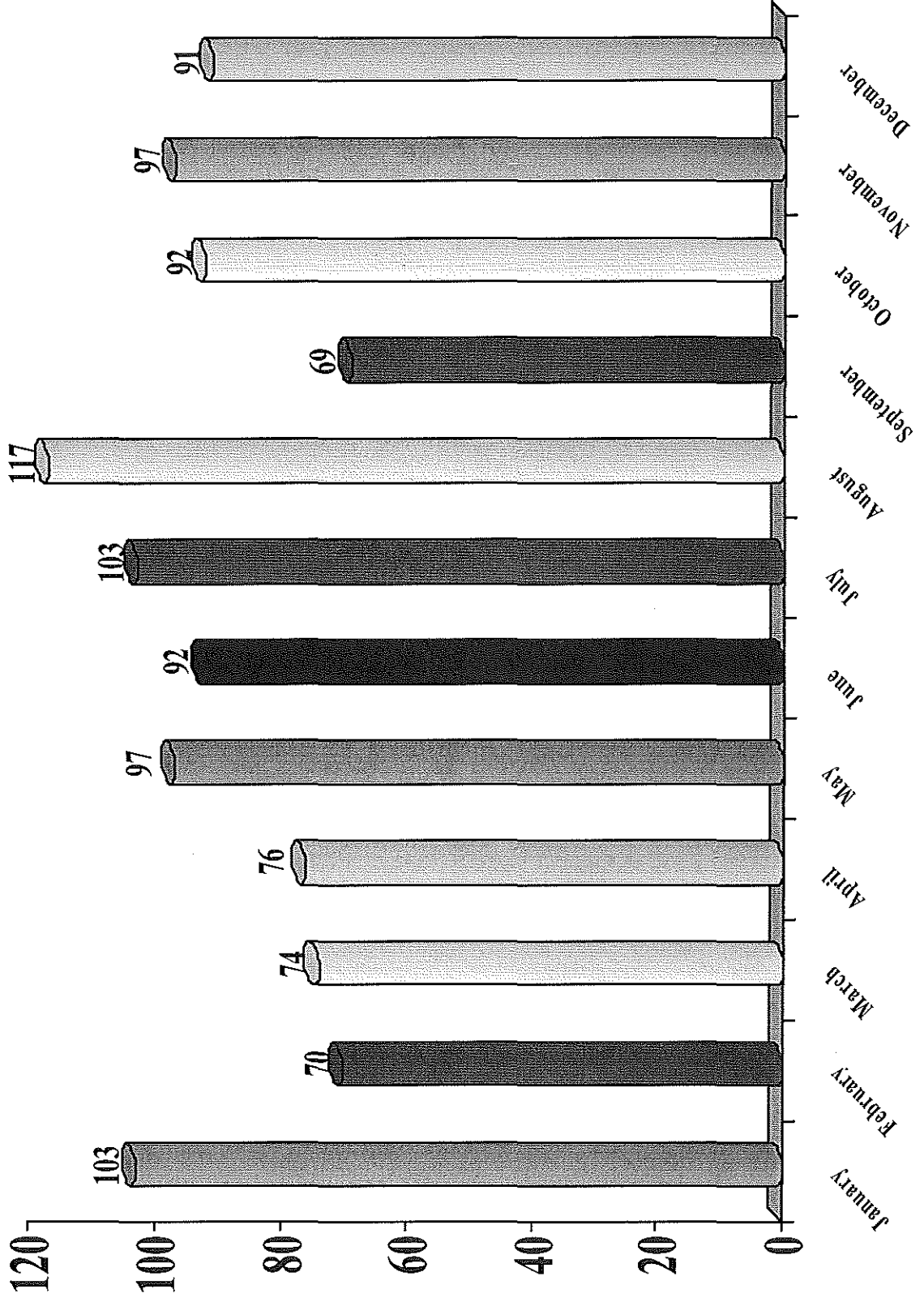


# Average Time Analysis of EMS and Rescue Calls

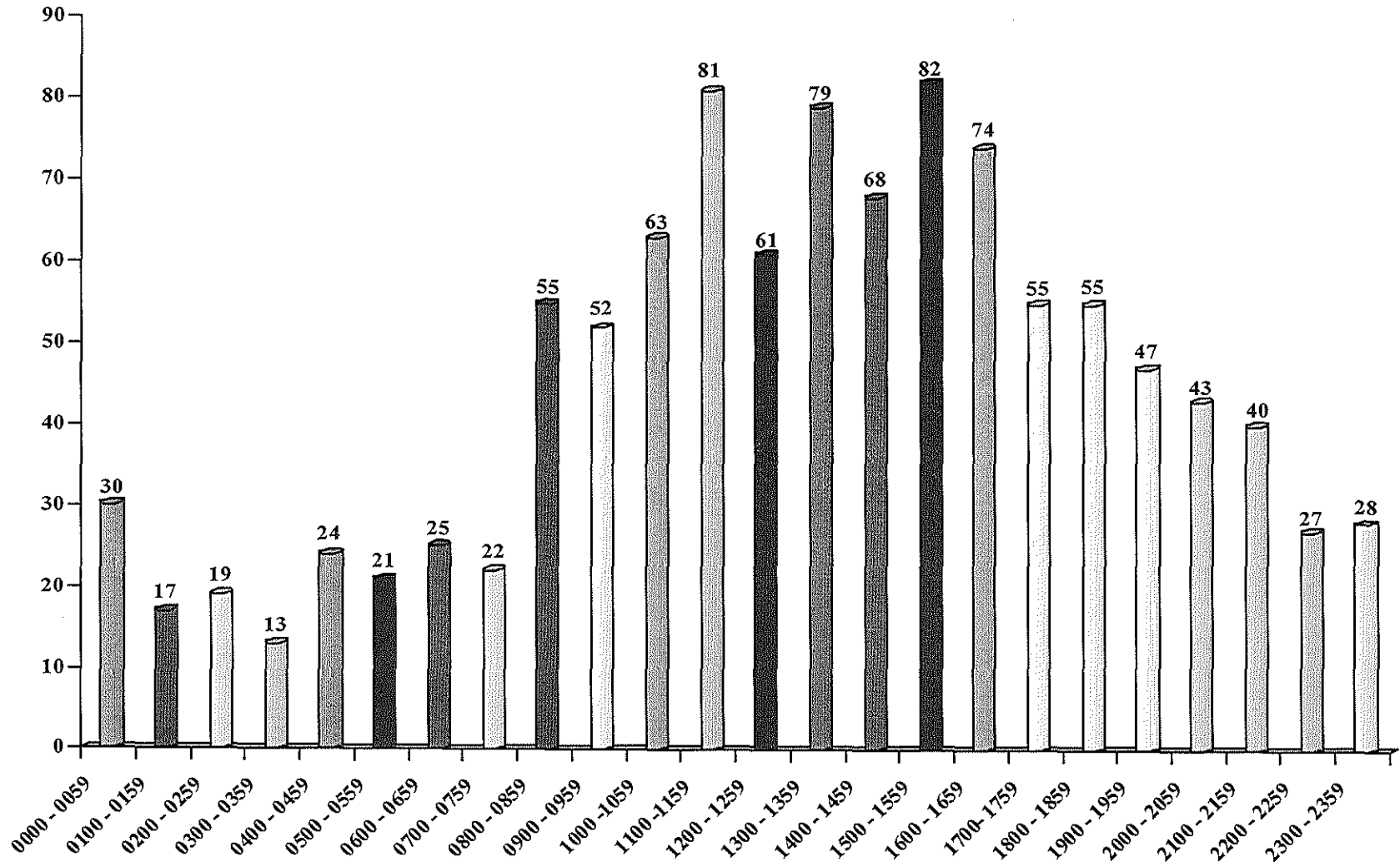


**On average it takes Bazetta Fire Department 01:12:14 to handle and EMS emergency; however, we are available to handle the next EMS emergency in 00:51:29.**

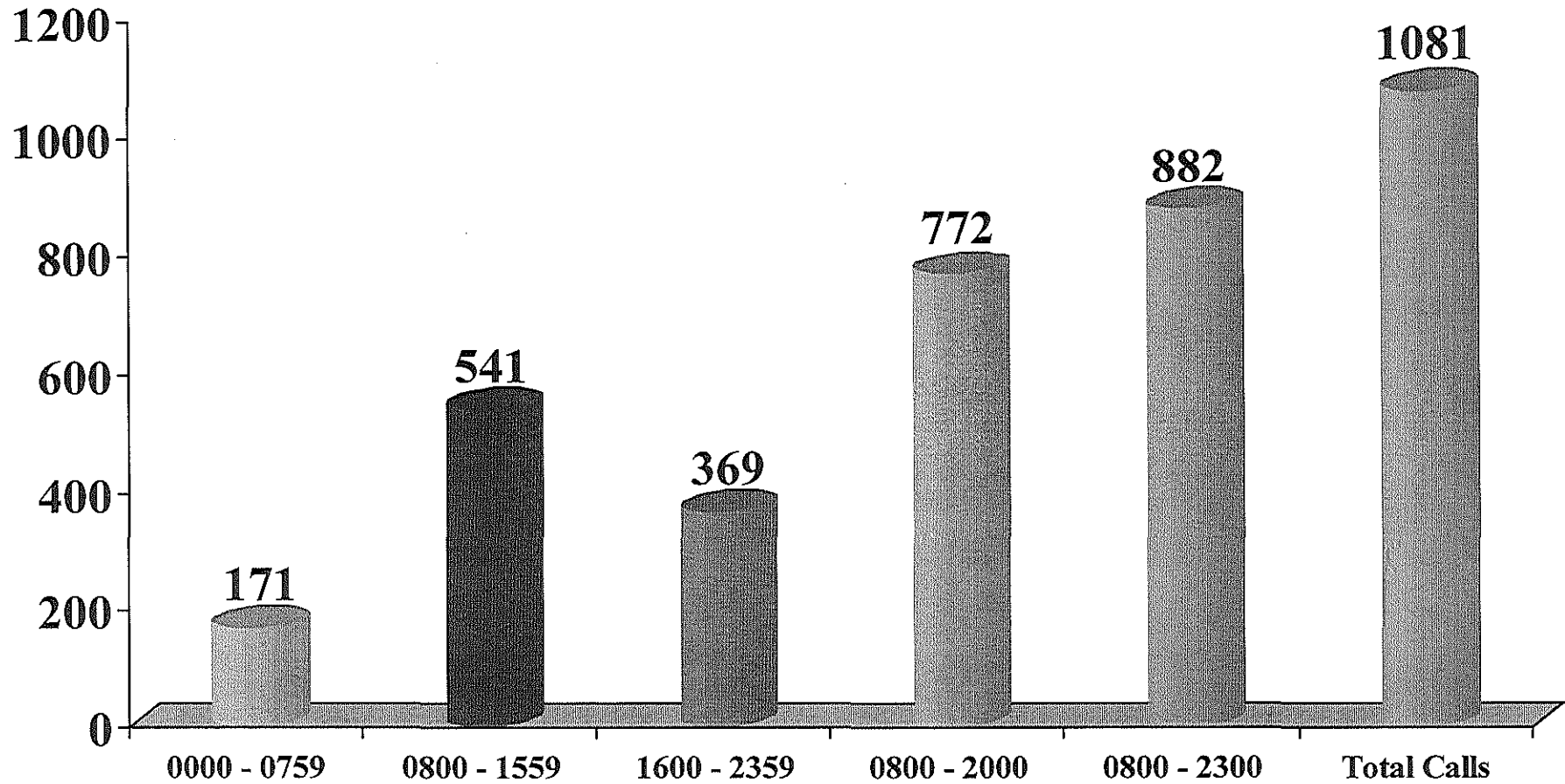
# Emergency Calls per Month



# Emergency Calls per Hour



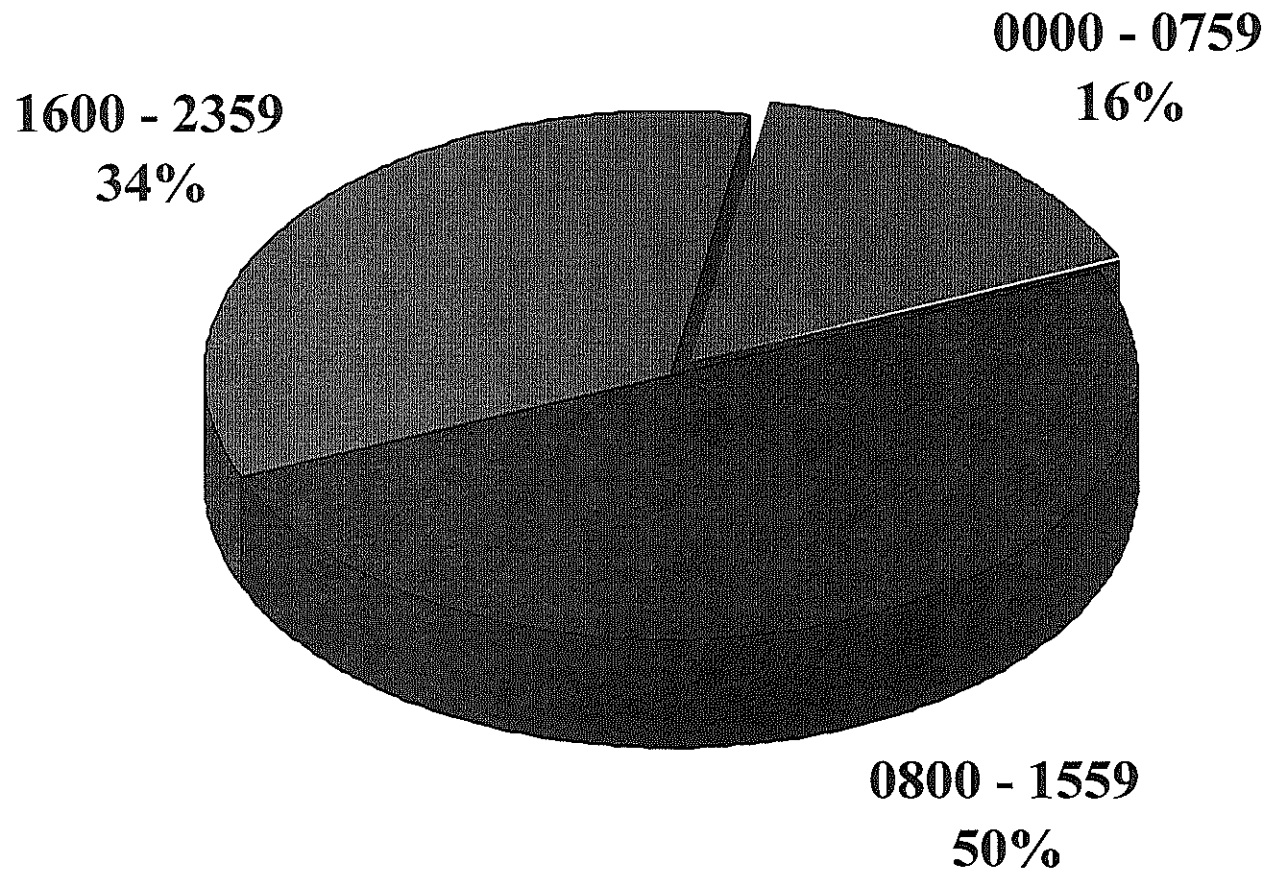
## Total Number of Calls per 8 Hours



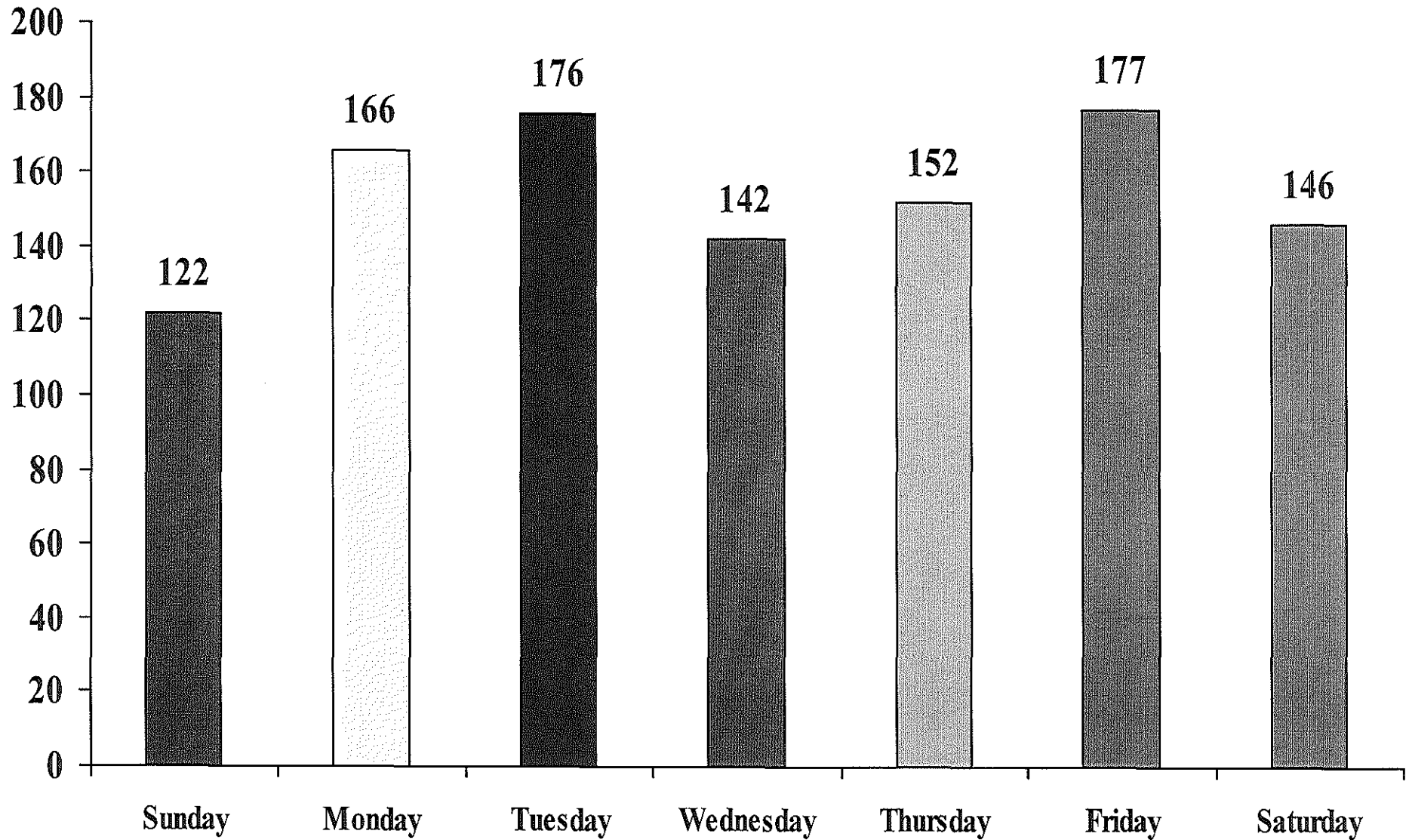
71.4% of Calls are in time period 0800-2000

81.5% of Calls are in time period 0800-2300

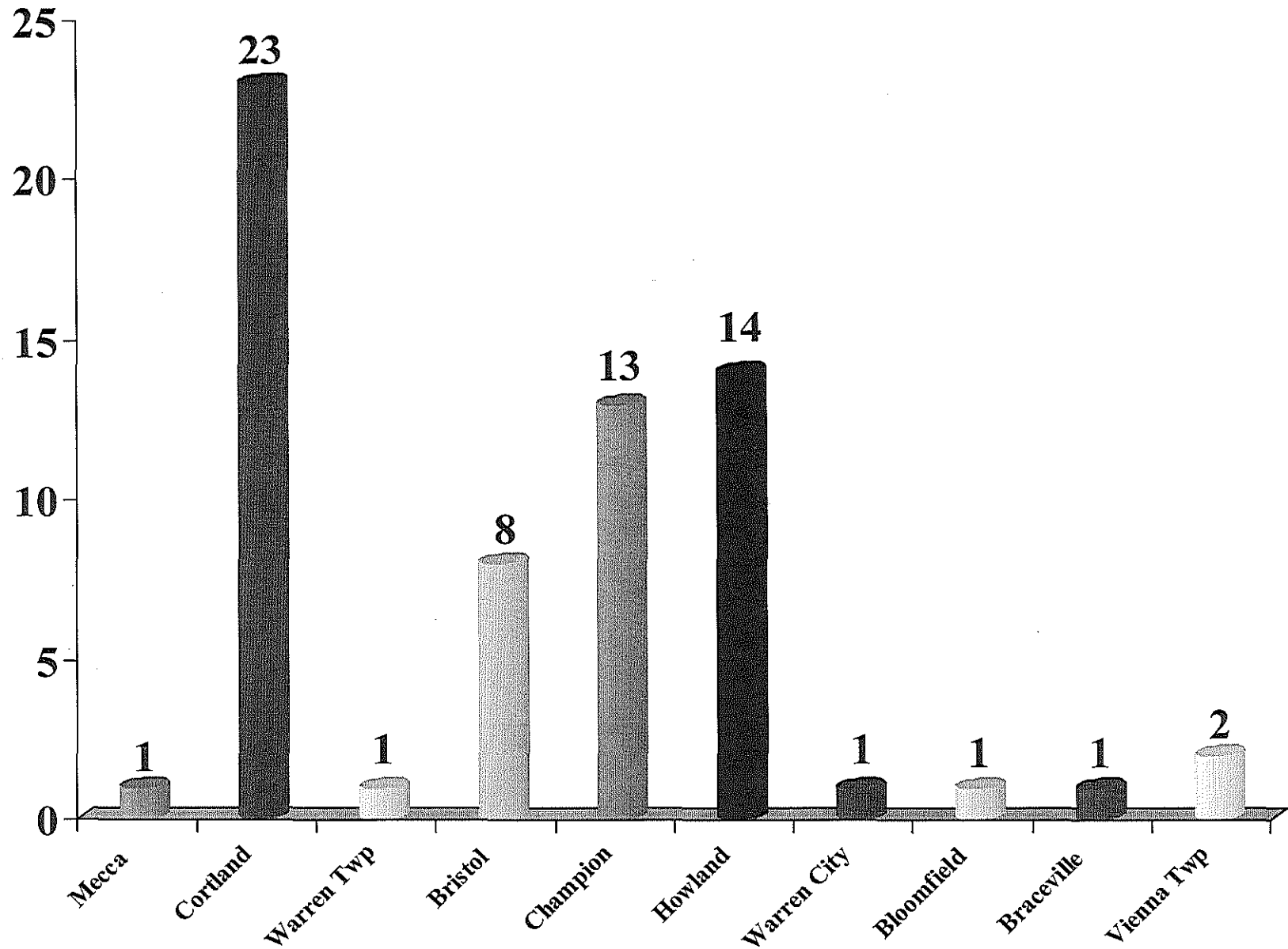
## Total Number of Calls in Percentages per 8 Hours



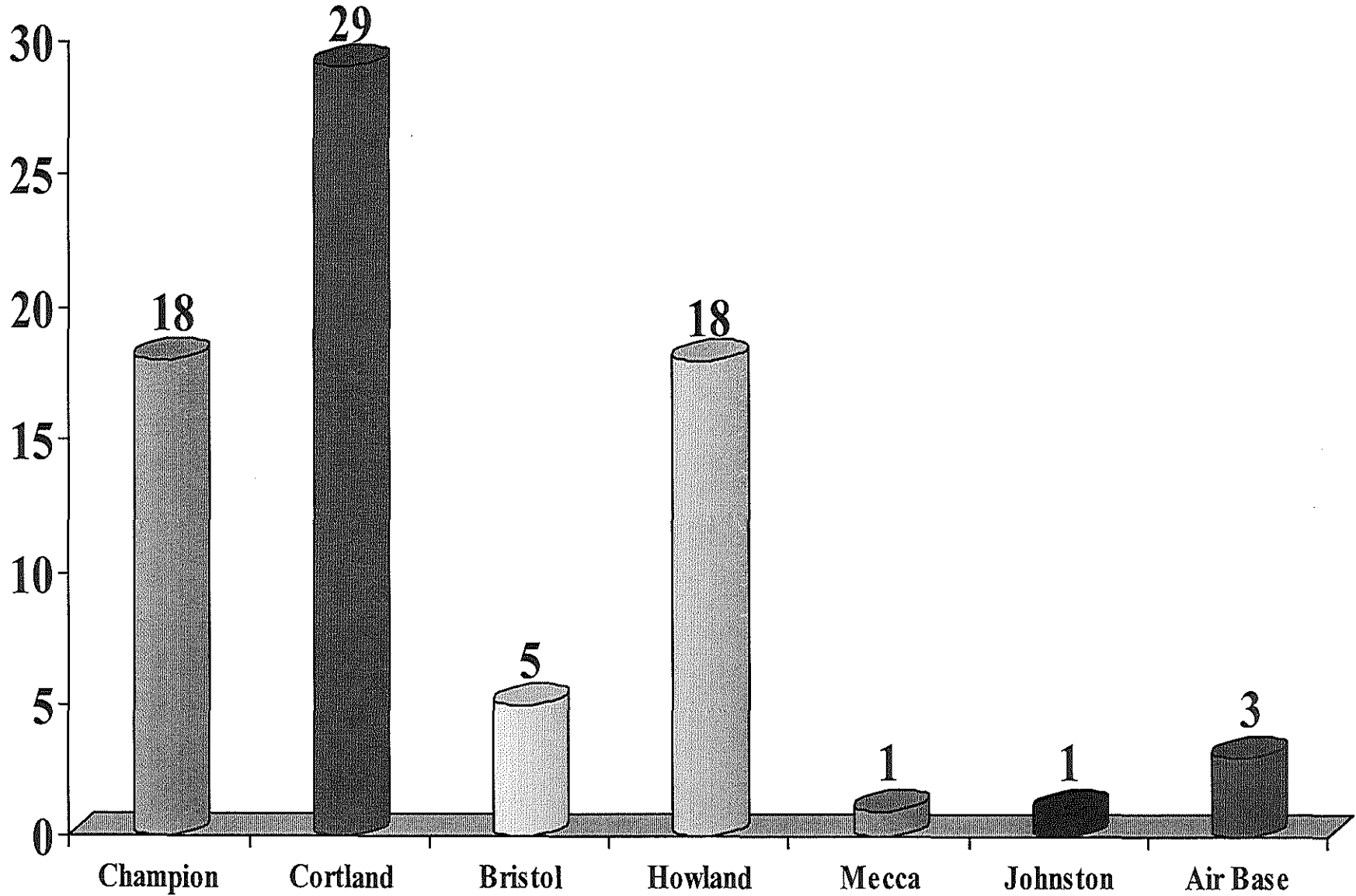
## Emergency Calls per Day



## Assistance Given to Area Fire Departments

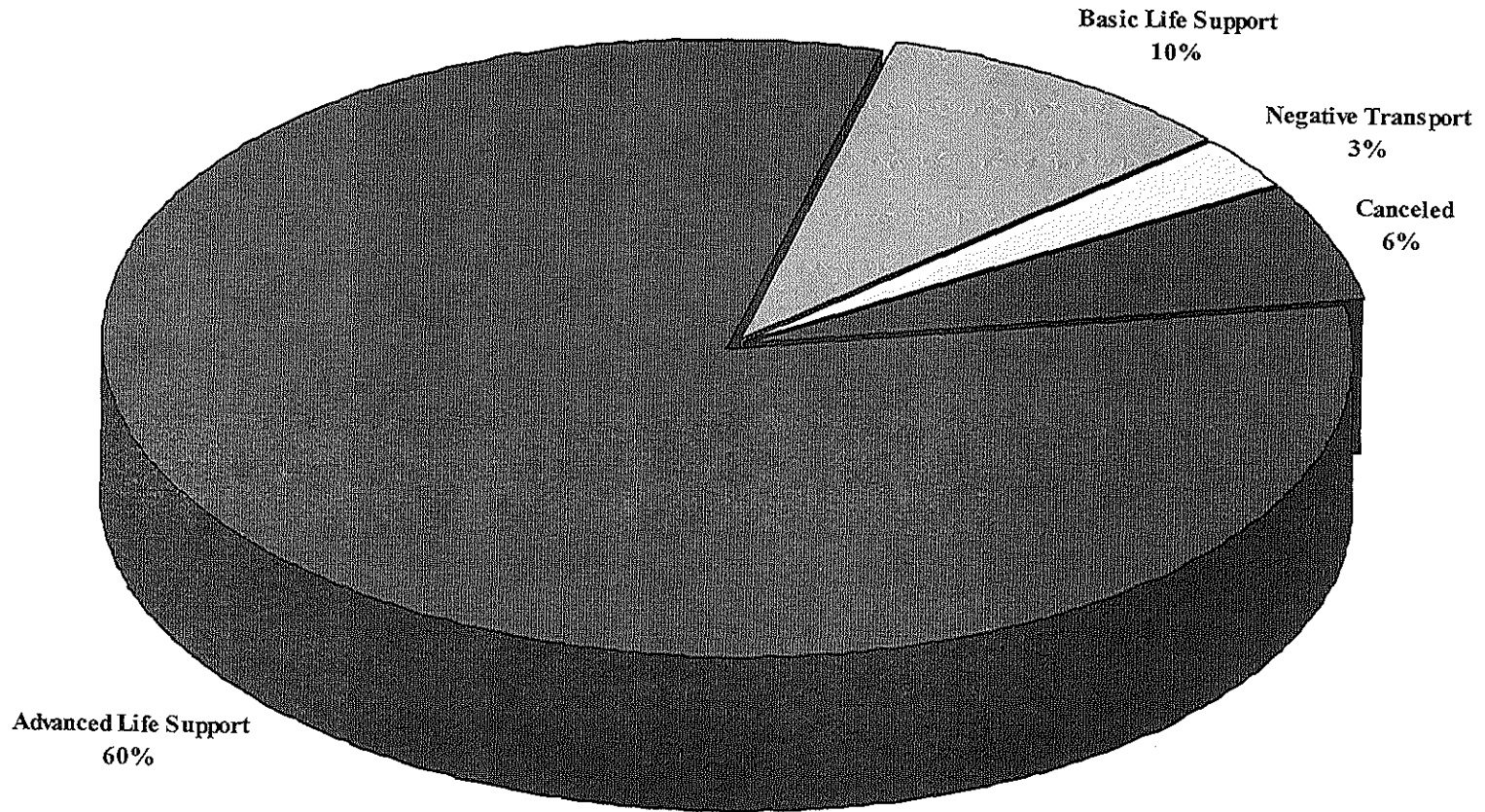


# Assistance Received by other Fire Departments

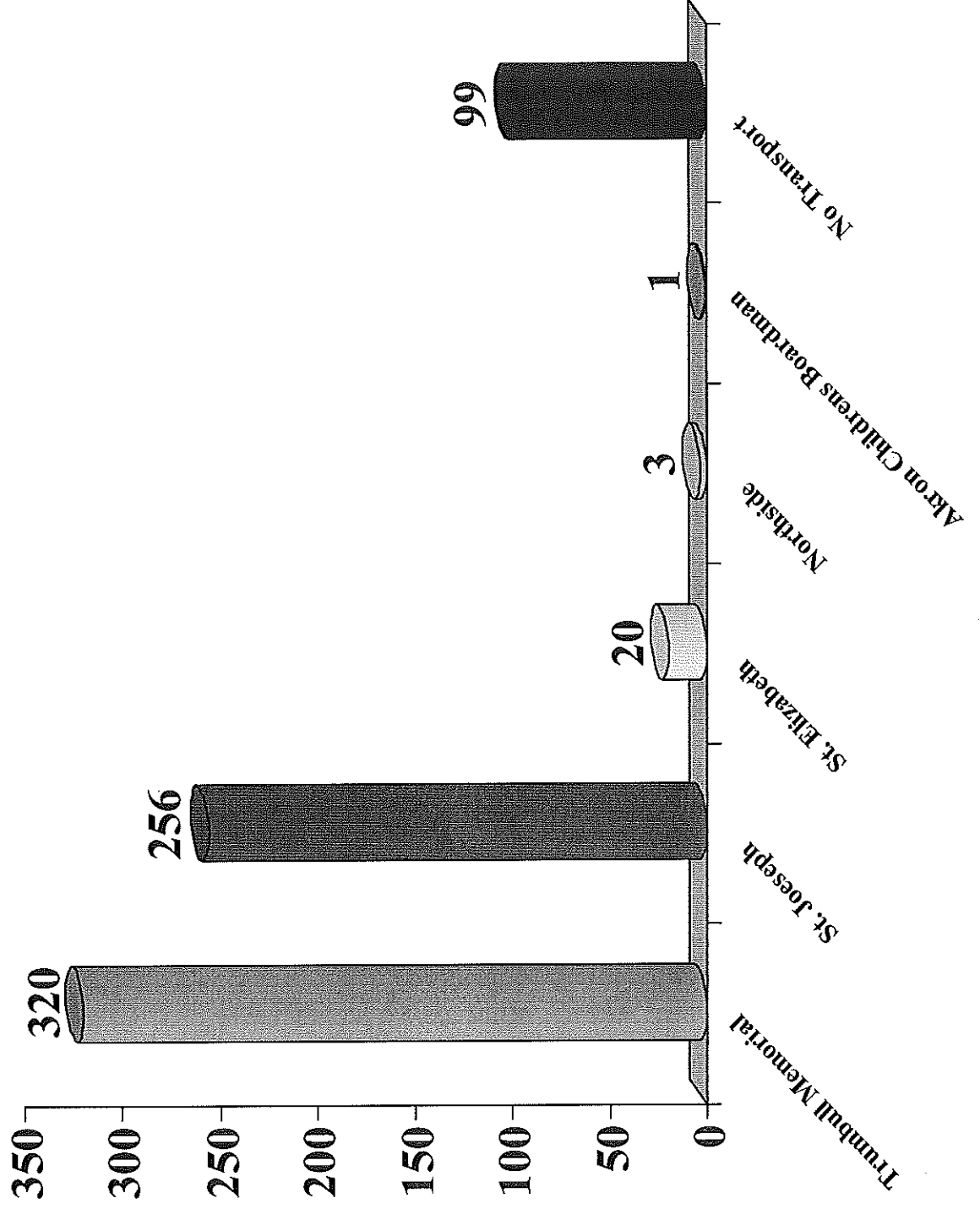




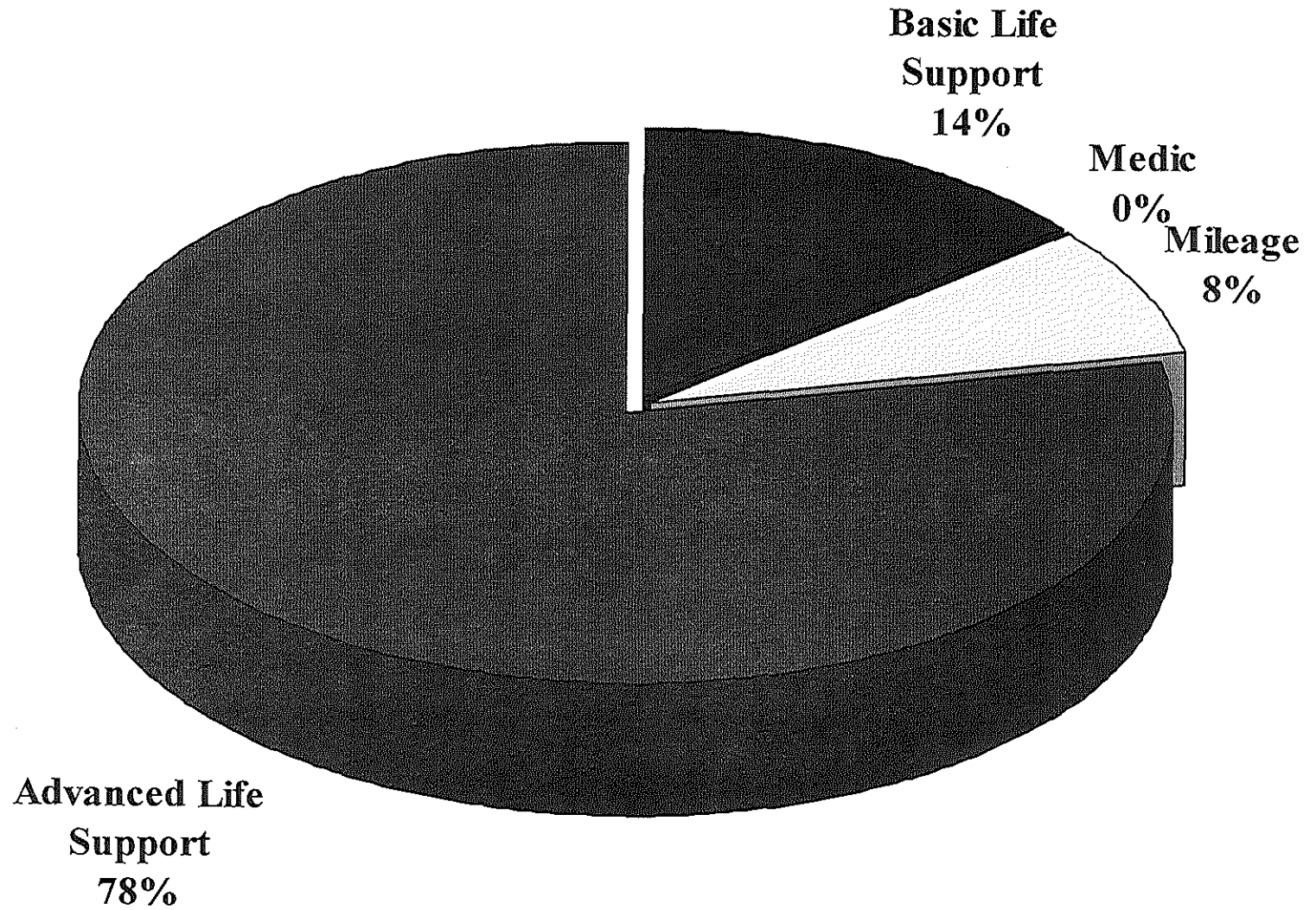
# EMS Call Breakdown



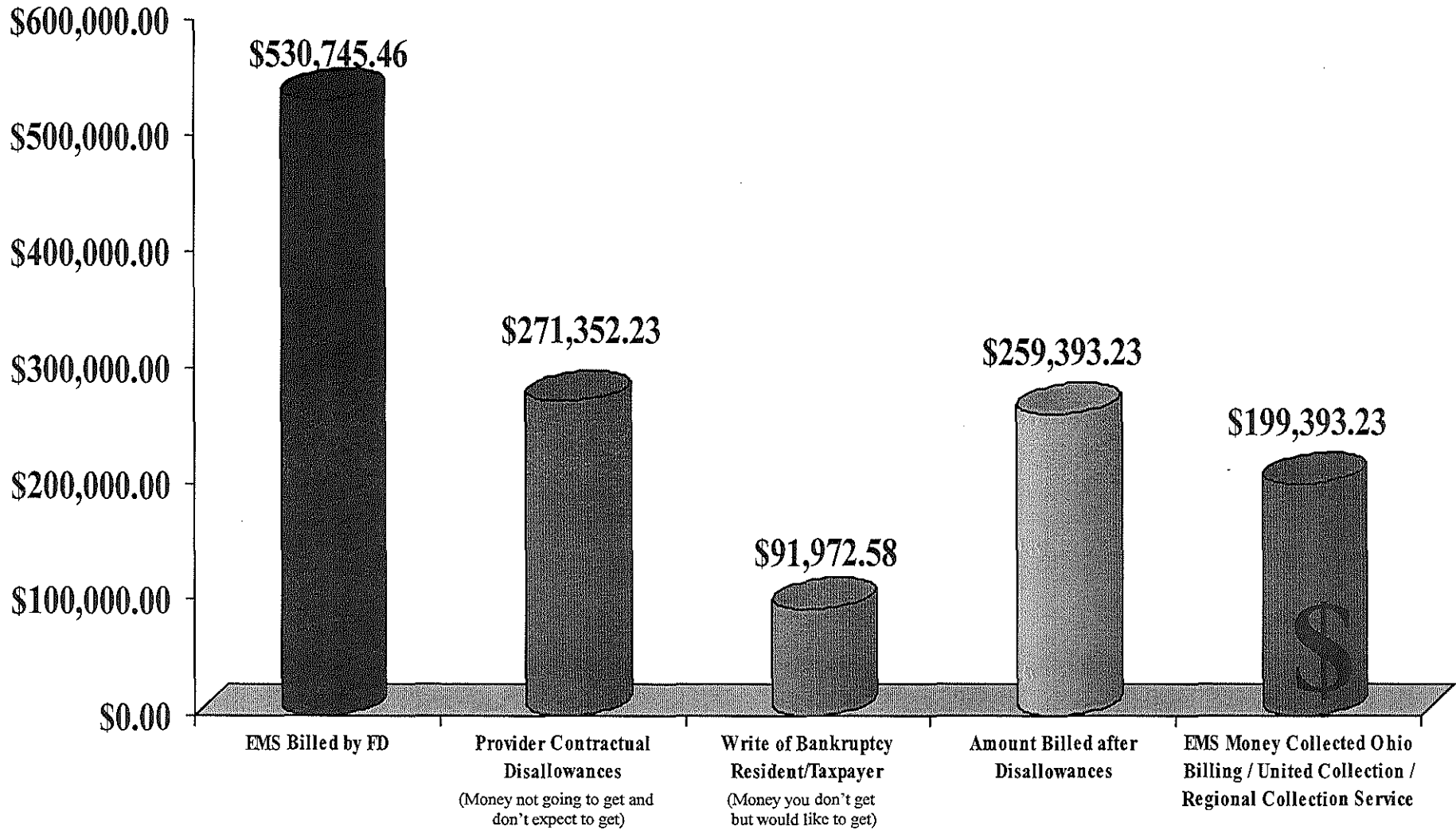
# Bazetta EMS Transports to Hospitals



# EMS Breakdown of Billing



# Comparison of EMS Money Billed and Collected



**77% Collection Percentage 2014**

# BAZETTA TOWNSHIP POLICE DEPARTMENT

2671 McCleary-Jacoby Rd. Cortland, Ohio 44410, 330-638-5503, Fax 330-638-9927



Chief of Police Michael J. Hovis  
Sgt. Christopher G. Herlinger

January 15, 2015

Trustees,

The following is the police department's agenda for meeting Tuesday January 20, 2015:

1. To approve the outfitting of 2-new 2015 Ford Police Interceptor Utility vehicles from Fallsway Equipment not to exceed \$16,000.00 to be paid for from the Drug Fund. Quotes attached.
2. To approve both (2) of the Memorandum of Understandings with the Fraternal Order of Police, Ohio Labor Council, Inc.-attached. I will have the originals of both for the trustees to sign.
3. To Hire Richard L. Tackett as a Part-Time Officer on the department with a start date of February 1, 2015.
4. To Hire Nick Wildman as a Reserve Officer pending passage of a psychological screening effective immediately.
5. To authorize Police Chief Hovis to sell any and all excess police equipment that is possessed by the police department effective immediately.

Chief of Police Michael J. Hovis  
Bazetta Township Police Department  
2671 McCleary Jacoby Road  
Cortland, Ohio 44410  
Mhovis@bazettatwp.org  
Ph: (330) 638-5503  
Fax: (330) 638-9927

Rita



## December 2014 Bazetta Police Department Activity

Published Date: January 5, 2015

Activity	Total
Calls for Service	474
Incident Reports Filed	105
Traffic Crash Investigations	10
Number of Persons Arrested	43
Traffic Offenses	49
Traffic Citations Issued	43
Vehicle Miles Traveled	11,275.90
Office Contacts	224

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

Dow



# Bazetta Township Police Department Yearly Comparison Report 2013 - 2014

## 2013

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	562	477	472	529	581	605	613	639	571	628	509	509	6,695
Incidents Filed	107	117	117	131	143	146	120	131	118	116	116	132	1,494
Traffic Crash Investigations	24	9	15	8	17	14	10	14	14	10	20	18	173
Number of Persons Arrested	53	41	40	61	54	48	43	54	39	55	51	59	598
Traffic Offenses	120	100	81	87	100	81	71	99	94	149	105	88	1,175
Miles Traveled	13,648.2	11,008.8	11,942.1	12,410.1	11,867.42	12,182.6	13,611	12,203.1	11,501.2	12,418.50	11,967.4	12,795.6	147,556.02

## 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	566	476	631	650	700	726	696	713	563	526	531	474	7252
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Travel	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13466.6	11,395.20	11,275.90	150,850.48

\*Some Statistics may have been updated

\*\* Numbers published as of January 14, 2015 subject to change

\*\*Numbers updated on January 14, 2015

\*\*COS Stats provided by the 911 center may not reflect actual #'s

# Bazetta Township Police Department

Year to Date Analysis January to December 2013 Comparison to January to December 2014

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to December 2013	January to December 2014	↑↓Percentage Difference from 2013 to 2014
Calls for Service	7252	6891	8.31%
Incidents Filed	1494	1404	-6.02%
Traffic Crash Investigations	173	169	-2.31%
Number of Persons Arrested	598	590	-1.34%
Traffic Offenses	1175	941	-19.91%
Miles Traveled	147556.02	150850.48	2.23%

Numbers published as of January 2015 – subject to change Numbers updated on 1/9/2015



FALLSWAY EQUIPMENT CO. INC.  
 1277 DEVALERA AVE  
 AKRON OH 44310

330 633 6000

330 633 6000

Account# 079465	Work Ord	Br	Sl	S A L E S   O R D E R E S T I M A T E	Date	Time	Order #	Page
		00	420		11-13-14	15,18	3342240	1

Sold To,                   002  
 BAZETTA TOWNSHIP  
 3372 STATE ROUTE 5 NE

Ship To,  
 BAZETTA TOWNSHIP  
 POLICE DEPARTMENT  
 2671 MCCLEARY-JACOBY ROAD

CORTLAND                   OH 44410

CORTLAND                   OH 44410  
 Ship Via

Entered By JeffM	Customer Purchase Order 2015 UTILITY	Customer Contact CHIEF HOVIS	Ord Date 11-13-14
	Equip ID	Customer Job number	Customer Phone # 330-637-8816

Ord	Ship	B/O	Mfg Part Number	Description	Bin	Unit Price	UM	Extended
			885 WH-STPKT83	WHELEN LIGHTBAR MOUNTING KIT	GA05C	58.73Ea		58.73
				LIGHTBAR STRAP KIT FORD UTILITY				
			334 CTW-185-50F	MISC ELECTRICAL INSTALLATION	CB2D8D3	43.50Ea		43.50
				50 AMP BREAKER/RESETABLE				
			334 DC-70265		CB4D7B1	26.00Ea		26.00
				ATC/ATO 6 FUSE PANEL				
4	4		334 DC-78310		N CB2D8A4	2.55Ea		10.20
				16 GUA.FUSE HOLDER				
			334 DC-78335		N CB2D7D3	3.04Ea		3.04
				10GUA FUSE HOLDER				
2	2		885 WH-A441A		CB5D3A2	2.16Ea		4.32
				A441A, 3 PIN CONNECTOR KIT				
2	2		885 WH-A442A		CB5D3A2	2.16Ea		4.32
				A442A, 3 SOCKET CONNECTOR KIT				
1	1	Y	885 WH-SSFBKT1		CB6D3C4	5.57Ea		5.57
				BRACKET				
2	2	Y	801 38662	MOTOROLA ANTENNA CABLES	HI F2	21.00Ea		42.00
				3/4 MOUNT WITH 17FEET CABLE				
1	1		881 ACDC-MZL-10	DELAY TIMER	H1DD1	62.72Ea		62.72
				DELAY TIMER				
1	1		881 HAV-C-VS-130B-INUT	HAVIS CONSOLE WITH CUP HOLDER AND SWIVEL MOUNT ARM REST	H-SHELF	277.83EA		277.83
				CON, VS, 2ITMS, DG, HC, INUT, 2013,				
1		Y	881 HAV-C-ARM-103		GE07B	73.35EA		73.35
				CON, ACSY, ARM, EM, LPD, FLP, H-ADJT,				
1	1	Y	881 HAV-C-CUP2-I		GE07C	31.11EA		31.11
				CON, ACSY, CUPHLDR, IM, 4MS, DUAL,				
1	1		881 HAV-C-HDM-204	HAVIS SIDE CONSOLE COMPUTER MOUNT	GE07B	125.20EA		125.20
				POLE, TELE, HDM, SDMT, 8H, W-SHRTHNDLE,				
1	1		881 HAV-C-MD-102		GC02TOP	233.30EA		233.30
				ACTADP, HDM, SLIDE, TS, SP				
1	1	Y	881 HAV-UT-101		GC05D	204.42EA		204.42
				DEVMT, ULTM, UNVMT, W-LOCK,				

Continued

				LIND COMPUTER POWER ADAPTER			
1	1	Y	881	LIND-GD1950-938 LIND DC POWER ADAPTER	108.10Ea	108.10	
				PROGARD REAR ABS DOOR PANELS			
1	1		881	PG-0P47UINT13 CWI-C PAIR, BLACK ABS, REAR DOOR PANELS	86.02Ea	86.02	
				PROGARD ABS FLOOR PAN			
1	1	Y	881	PG-FP47UINT13 CHARCOAL GREY ABS, FLOOR PAN	122.30Ea	122.30	
				PROGARD PRISONER TRANSPORT LIGHT LED RED/WHITE			
1	1	Y	881	PG-PTL4213 THO 3" ROUND RED/WHITE LEDS - INCLUDES S	110.88Ea	110.88	
				PROGARD FRONT PARTITION CENTER SLIDING			
1	1	Y	881	PG-P4704UINT13A Center Sliding Polycarbonate Window	408.58EA	408.58	
				PROGARD RECESSED WEAPONS PANEL			
1	1	Y	881	PG-RP47UINT13 Recessed Panel (Space Saver)	66.53EA	66.53	
				PROGARD LOWER EXTENSION PANELS			
1	1	Y	881	PG-SP47BS13 Pair, 20", 14 Gauge Steel Extension Pane	52.42EA	52.42	
				PROGARD TRANSPORT SEAT WITH REAR PARTITION			
1	1	Y	881	PG-S4705UINT13 Charcoal Grey ABS, Standard Transpt. Sea	803.71EA	803.71	
				PROGARD STEEL WINDOW BARS			
1	1		881	PG-WB47UINT13 CWI-C PAIR, STEEL WINDOW BARRIER (FOR USE WITH	147.84EA	147.84	
				SANTA CRUZE WEAPONS MOUNT			
1	1	Y	881	SC917MS WEAPONS MOUNT TRUNK	144.48Ea	144.48	
1	1	Y	881	SANTACRUZE-SC7009A TIMER GUN LOCK	28.88Ea	28.88	
				SECURE IDEL			
1	1	Y	881	SECURE-SI240TIH SECURE IDEL FORD INTE (Core Charge 0.00)	132.24Ea	132.24	
				GORHINO PUSH BUMPER			
1	1	Y	881	GORHINO-5340 RW12B PUSH BUMPER 2012 FORD UTILITY	252.82Ea	252.82	
				STREAMLITE FLASHLIGHT			
1	1	Y	881	STREAMLITE-25302 SL-20LP STREAM LITE FLASH LIGHT	105.84Ea	105.84	
				WHELEN SIREN/SWITCH CONTROLLER			
1	1		885	WH-295SLSA6 GC03B SIREN AND SWITCHING CONTROL	366.12Ea	366.12	
				WHELEN LINZ6J LED RED/BLUE MOUNTED AT THE FOLLOWING LOCATIONS, QTY-2 MOUNTED FORWARD FACING ON PUSH BUMPER QTY-2 SIDE WINDOW QTY-2 REAR LICENSE PLATE AND QTY-2 ON REAR HATCH WHEN RAISED			
8	8	Y	885	WH-LINZ6J AB04P LINZ6 LED HORIZ SYNC RED/BLU	65.95Ea	527.60	
4	4		885	WH-RBKT1 AB02L TIR-3 MOUNT BKT SINGLE	6.68Ea	26.72	
2	2		885	WH-RGROMMET CB5D2C1 LINZ6/TIR3/LIN3 GROMMET MT KIT	3.91Ea	7.82	
1	1	Y	881	HAV-C-TIR3-UNV CB5D4B1 DEVMT,LT, LCPMT,WH, TIR3, SP	37.05EA	37.05	
				WHELEN VERTEX LED MOUNTED IN HEADLIGHTS AND TAILLIGHTS			
2	2		885	WH-VTX009R AB02K VERTEX SUPER-LED RED	57.70Ea	115.40	
2	2		885	WH-VTX009B AB02L VERTEX SUPER-LED LIGHT BLUE	57.70Ea	115.40	

Continued

WHELEN SIREN SPEAKER AND MOUNTING BRACKET :			
		885 WH-SR315P	GC03D 154.56Ea 154.56
		SPEAKER 1220B	
		885 WH-SAK39	GC03C 21.32Ea 21.32
		SPEAKER BRACKET FORD POLICE INTERCEPTOR	
		MISC HARDWARE & ELECTRICAL SUPPL	99.00 99.00
		COMPLETE INSTALLATION TO INCLUDE CUSTOMER SUPPLIED	
		LIGHTBAR, RADAR, COMPUTER RADIOS	2,210.00 2,210.00
		SHIPPING/HANLDING/INSURANCE	148.50 148.50
01		Sales Tax Number - 34-0939309	0.00

Total Amount

7605.74

**BAZETTA POLICE DEPARTMENT  
BAZETTA TOWNSHIP TRUSTEES  
BAZETTA TOWNSHIP TRUMBEL COUNTY**

**AND**

**THE FRATERNAL ORDER OF POLICE,  
OHIO LABOR COUNCIL, INC.  
REPRESENTING THE BAZETTA POLICE OFFICERS  
AND SUPERVISORS**

**MEMORANDUM OF UNDERSTANDING**

The parties outlined above agreed by way of this Memorandum of Understanding (hereinafter M.O.U.) to the following modifications, understanding, and/or additions to the Collective Bargaining Agreement between the parties in effect until December 31, 2016.

• **Article 15 – Labor Management Committee**

Prior to any changes to this M.O.U. and/or processing of a grievance Relating to the implementation of this M.O.U., the parties will utilize Article 15 of this Agreement to address such changes or implementation.

• **Article 18 – Hours of Work/Overtime and Scheduling**

Consistent with the other established work hours for full-time employees (i.e., 8 hour or 12 hour rotations). One officer either established by Volunteer or by low/least seniority among full-time employees shall not be bound or obligated by the Employer to maintain scheduling notifications as outlined in Article 18, Section 9 requiring four (4) weeks advance posting of said employee's schedule.

Additionally:

- Inasmuch as possible the schedule for the covered employee will be posted and then notified as far in advance as possible but not less than seven (7) calendar days unless the employee agrees to the adjustment.
- When scheduling such employee, the provisions of two (2) or more consecutive days off will be maintained unless the employee agrees to such variance.

- The provisions of this M.O.U. will be subject to the negotiations process and anticipate to be fully incorporated into the Collective Bargaining Agreement upon the negotiations for the subsequent Collective Bargaining Agreement.

For the Bazetta Township Trustees

For The FOP, Ohio Labor Council, Inc.



DATE: \_\_\_\_\_

DATE: 1/9/2015

ME

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this 18 day of December, 2014, by and between the Board of Township Trustees, Bazetta Township, Trumbull County, Ohio (hereinafter referred to as "Township"), and the Bazetta Township Police Department (hereinafter referred to as "Employees.")

**WHEREAS**, the Township and Employees are parties to a current Collective Bargaining Agreement that was negotiated between and agreed to by the parties hereto and their representatives, effective January 1, 2014 through December 31, 2016; and

**WHEREAS**, the Township desires to offer to Employees job performance counseling sessions to assist Employees with improving and/or maintaining appropriate job performance levels to address actions or omissions that may effect said job performance; and

**WHEREAS**, Employees desire to take advantage of said counseling sessions to improve and/or maintain job performance levels and to avoid instituting progressive discipline under the current Collective Bargaining Agreement for actions or omissions that may be better addressed through the use of a counseling session; and

**WHEREAS**, this Memorandum of Understanding is for the purpose of clarifying the agreement of the parties' concerning the use of said counseling sessions.

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

1. The Chief of Police or his designee will perform counseling sessions where, in his sole discretion, such sessions may be warranted to improve and/or maintain Employees' job performance for actions or omissions that may be better addressed through a counseling session rather than progressive discipline;
2. Counseling sessions offered to Employees for the improvement and/or maintenance of job performance shall not constitute progressive discipline as described by the current Collective Bargaining Agreement;
  - a. Progressive discipline under the current Collective Bargaining Agreement shall continue pursuant to Article 17: Corrective Action.

- b. Counseling sessions shall normally be conducted during the employee's regularly scheduled working hours, and employees will be in "paid" status during said counseling sessions if held during the employees' regularly scheduled working hours.
  - c. Counseling sessions shall not require the Township to advise the Employee of his/her right to Union representation for the counseling session, as said counseling sessions do not constitute progressive discipline/corrective action under the current Collective Bargaining Agreement.
  - d. All counseling sessions shall be performed in a private and professional manner.
  - f. The Township and/or its Police Chief or designee has the right in its sole discretion, to determine when and if counseling sessions are needed by any employee, and the manner in which such counseling sessions shall address the issues to be presented to that particular employee.
3. Attendance at counseling sessions is mandatory to avoid the institution of any progressive discipline under the current Collective Bargaining Agreement, Article 17: Corrective Action.
  4. Counseling sessions shall not become part of the Employees' disciplinary records or personnel file.

[Rest of Page Intentionally Left Blank.]

**SIGNATURE PAGE**

FOR THE BAZETTA TOWNSHIP TRUSTEES:

\_\_\_\_\_  
Paul W. Hoels, Trustee

\_\_\_\_\_  
Frank W. Parke, Trustee

\_\_\_\_\_  
Theodore Webb, Trustee

\_\_\_\_\_  
Rita K. Drew, Township Fiscal Officer


*Approved as to form:*

\_\_\_\_\_  
*Mark S. Flnamore, Township Legal Counsel*

FOR THE FRATERNAL ORDER OF  
POLICE (FOP/OLC):

\_\_\_\_\_  
Sergeant Christopher Herlinger

\_\_\_\_\_  
Patrolman Shawn Rentz

  
\_\_\_\_\_  
Charles L. Wilson, FOP  
Senior Staff Representative





# Ohio Department of Transportation

Office of Technical Services

## 2014 Township Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than April 1, 2015.  
or county mileage will be certified by default based on the best information available.

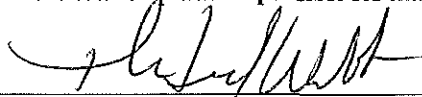
The total certified mileage at the end of Calendar Year 2013 for BAZETTA Township  
in TRUMBULL County was 20.408 miles

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.

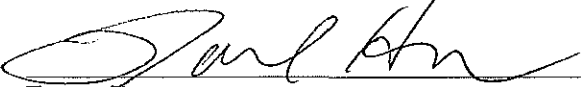
Consider all mileage changes that occurred in CY 2014 and determine the net increase or decrease in mileage.  
Add the net change to the 2013 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2014,

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

  
\_\_\_\_\_  
Signature of Chairman of Board of Township Trustees

1/14/2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Trustee Signature

1/14/2015  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Trustee Signature

1/14/2015  
\_\_\_\_\_  
Date

\_\_\_\_\_  
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

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: February 17, 2015 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:  
Vice Chairman Trustee Paul Hovis  
Trustee Frank Parke  
Officer Rita K. Drew

- Trustee Hovis reminded the assemblage of the Public Comment procedures

**060-15** To accept the minutes from the February 2 Regular Meeting.

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

**061-15** 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 - Absent

**062-15** 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 - Absent

**063-15** To adopt the attached *IT Services Cooperative Agreement* with Mecca Township.

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

**064-15** To change the title of Appropriation Code 10-A-01D from Fire: Salaries FT to Fire: Salaries OT.

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

**065-15** To authorize the Fiscal Officer do a Temporary Supplemental Appropriation of \$79,000.00 to 10-A-01D (Fire: Salaries OT).

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

**066-15** To approve May 2nd as the date for Spring Clean-Up for Bazetta Township residents in 2015.

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

**067-15** To approve the attached *Resolution Authorizing the Township's Participation as a Member in the Class Action Lawsuit known as Parma, Ohio vs. Ohio Bureau of Workers Compensation Cuyahoga County Common Pleas Case No. CV 13814017.*

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

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

- Renewal and Amendment to Agreement Fowler-Bazetta Water Service Agreement from the Office of the Mayor, City of Warren

**Administration:**

- Easter Egg Hunt will be held at the end of March for Lakeview School District residents only
  - Bazetta Township will contribute the usual amount for the event
- Fiscal Officer Drew reported the following
  - 2014 Annual Financial Report has been submitted to the Ohio Auditor of State
  - Copies are available from her office per the Township Public Document Request Policy
- Trustee Hovis stated the cemetery clean up would occur during the month of March, weather permitting

**Fire Department:**

- See Attached Agenda & Report

**068-15** To approve an expenditure of \$116,800.00 with CDW-G for the purchase of 54 computers for the Regional FEMA Grant, to be paid from the Fire Fighters Assistance Grant and by the other Fire Departments participating in this regional grant.

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

**069-15** To approve an expenditure of \$5,400.00 with CDW-G for the purchase of 54 vehicle chargers for the Regional FEMA Grant, to be paid from the Fire Fighters Assistance Grant and by the other Fire Departments participating in this regional grant.

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

**Police Department:**

- See Attached Agenda & Report
- Chief Hovis thanked all the police officers and firemen present

**070-15** To hire PT Patrolman Jacob Abbott as a Full-Time Officer. at the contracted rate, effective March 1, 2015.

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

**071-15** To authorize Chief Hovis to sell the following obsolete Police Department vehicles at a public auction, either at Adesa Mercer Auto Auction or Akron Auction Auction.

*2004 Ford Crown Victoria (VIN 7603)*

*2008 Ford Crown Victoria (VIN 7464)*

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**072-15** 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.

*2004 Chevy Malibu (VIN 3342)*

*1996 Cadillac (VIN 8047)*

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Road Department:**

- Superintendent Parke reiterated the salt reduction plan, i.e. only salting intersections and using Beet Heet and Aquasalina
- Trustee Parke said the department was doing a good job

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

- Inspector Mills said the following
  - Working on meeting with the Trumbull County Fairgrounds regarding water and sewer
  - Otherwise, it has been pretty quiet

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

- Inspector Mills stated the following
  - Zoning Board of Appeals agreed to act as an appeals board for the property maintenance code
  - He will draft a resolution for approval at the next meeting
- Trustee Parke asked if the training session with Atty. Finamore had happened yet
  - Inspector Mills said it had happened in October

**Parks & Recreation Board:**

- Fiscal Officer Drew noted that a resident involved with Crimewatch Bazetta had contacted Chairman Belcher regarding doing a luau community event in the park this summer

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Chief Hovis noted that the township is still saving 2.5% on insurance

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

- None

**Public Comment:**

- Doug Preston of Knapp Drive

- Concern with snow plowing on his street, i.e. the pile at the end of this street is blocking the road and his driveway and that the weight of the snow is crushing his approach
- Superintendent Parke said he will do something about the snow pile by the end of the week, but that he cannot do anything about the approach


- Fiscal Officer Drew swore in Ptl. Jacob Abbott

**073-15** To adjourn the meeting at 7:15pm.

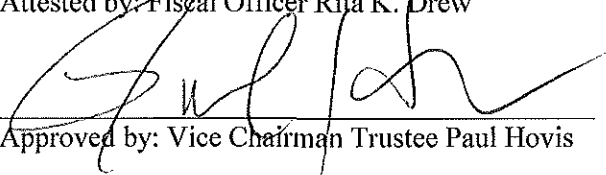
**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

Dated: 02-18-15

  
\_\_\_\_\_  
Approved by: Vice Chairman Trustee Paul Hovis

Dated: 02-18-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	237.81	VW 1	The Huntington National Bank	Service Charges
24317	276.00	VW24317	Accord Occupational Health Services	Service
24318	5023.83	VW24318	Ainsley Oil Company	Gas & Diesel
24319	2150.00	VW24319	Attorney Mark S. Finamore	Service
24320	22.00	VW24320	Advance Auto Parts	Supplies
24321	96.67	VW24321	Automotive Distributors Warehouse	Supplies
24322	2265.04	VW24322	BE Solutions	Claims Runs
24323	500.00	VW24323	Bud's Towing & Recovery	Towing
24324	225.00	VW24324	City of Warren, Utility Services	2015 Fire Hydrant Consumptio
24325	1212.93	VW24325	Dominion East Ohio	Service
24326	92.80	VW24326	Finger Lake System Chemistry	Supplies
24327	212.70	VW24327	Gary W. Walters	Reimbursement - OP&F
24328	215.17	VW24328	Handyman Supply Inc.	Supplies
24329	210.68	VW24329	Lowes Business Account	Supplies
24330	66.94	VW24330	Ohio Utilities Protection Service	2015 Assessment
24331	989.90	VW24331	Orwell Natural Gas	Service
24332	219.70	VW24332	Purchase Power	Postage
24333	125.00	VW24333	Penn Care Medical Products	Supplies
24334	9350.00	VW24334	Qualified Builders LLC	Supplies/Wk at Admin Bldg
24335	242.92	VW24335	Quality Truck Body & Equipment Co., Inc.	Supplies
24336	200.00	VW24336	Schultz Towing, Inc.	Tows
24337	594.29	VW24337	Thomas S. Rink	Refund - OP&F
24338	100.00	VW24338	Trumbull Township Association	Hospitality Suite
24339	44.75	VW24339	Thas Wajda	CDL Reimbursement
24340	10089.44	VW24340	Trumbull County Treasurer	Cold Patch/Beet/Heet/Road S
24341	195.45	VW24341	Time Warner Cable-Northeast	Service
24342	50.00	VW24342	Treasurer State of Ohio	Service
24343	381.90	VW24343	Verizon Wireless	Service
24344	76.66	VW24344	Walmart Business/SYNCB	Supplies
24345	20.00	VW24345	Youngstown/Warren Regional Chamber	Member Registration
24346	2000.00	VW24346	Mahoning Walley Crisis Response Team	Annual Contribution
24347	25562.94	VW24347	Mark Thomas Ford	2015 Ford Interceptor-Utilit
24348	1155.00	VW24348	Ohio Billing, Inc.	EMS Contracts
24349	13.52	VW24349	Cerni Motor Sales, Inc	Supplies
24350	324.80	VW24350	Standard Life Insurance Company RD	Life Ins
24351	47.00	VW24351	Pitney Bowes	Postage Meter
=====				
	64590.84		Total Amount of Pending Warrants	

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 01st day of February, 2015, 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:

**I. Terms of Agreement:**

- A) The term of this is agreement shall be for a period of one (1) year, commencing on the 01 day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 31 day of January, 2016. 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, 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:**

All LEADS (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

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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

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

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 07th day of March 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Mecca Township, (hereinafter "Cooperative Agency User") whose address is P.O. Box 567 Cortland, Ohio, 44410

**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:

**I. Terms of Agreement:**

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 07 day of March, 2015 and continuing thereafter for a period of one year terminating at the close of business the 6th day of March 2016. 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, 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:**

All LEADS (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.

- (e) 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

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF BAZETTA TOWNSHIP, TRUMBULL COUNTY, OHIO,  
AUTHORIZING THE TOWNSHIP'S PARTICIPATION AS A CLASS MEMBER IN THE CLASS ACTION LAW  
SUIT KNOWN AS CITY OF PARMA, OHIO, VS. OHIO BUREAU OF WORKERS COMPENSATION  
CUYAHOGA COUNTY COMMON PLEAS CASE NO. CV 13814017**

The Board of Trustees of Bazetta Township, Trumbull County, Ohio, met in a regular meeting session at \_\_\_\_\_ AM/PM on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, at the Bazetta Township Administration Building, 3372 State Route 5, Cortland, Ohio, 44410, with the following members present:

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

\_\_\_\_\_ Introduced the following resolution and moved its adoption:

**Resolution No.** \_\_\_\_\_

**WHEREAS**, the Law Offices of Bashein & Bashein Company, LPA, represents the City of Parma, Ohio, and other Named Plaintiff public employers throughout the State of Ohio who are seeking a refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation in the class action law suit known as: City of Parma, Ohio, vs. Ohio Bureau of Workers Compensation, Cuyahoga County Common Pleas Case No. CV 13814017;

**WHEREAS**, in researching eligible plaintiffs for participation in the above referenced class action lawsuit, the Law Offices of Bashein & Bashein Company, LPA, determined that Bazetta Township is a potential member of the putative class of public employers seeking a refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation who are listed as Named Plaintiffs with the City of Parma, Ohio, in the above referenced class action lawsuit, Cuyahoga County Common Pleas Case No. CV 13814017;

**WHEREAS**, following that determination, the Law Offices of Bashein & Bashein Company, LPA contacted the Bazetta Township Road Superintendent in October, 2014, regarding participation in the above referenced class action lawsuit, Cuyahoga County Common Pleas Case No. CV 13814017;

**WHEREAS**, the Bazetta Township Board of Trustees has determined that it is in the best interest of the township to participate as a member of the putative class of public employers seeking refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation in the above referenced class action lawsuit as a Named Plaintiff;

**WHEREAS**, the Law Offices of Bashein & Bashein Company, LPA, has requested that the Township enter into an Attorney Client Agreement for its participation in the above referenced class action lawsuit;

**WHEREAS**, the Attorney Client Agreement provided by Law Offices of Bashein & Bashein Company, LPA, is a standard form contingency fee agreement that outlines the terms of the representation provided to the township as a member of the class action lawsuit, including: the amount the attorneys are entitled to from the gross recovery resulting from the class action lawsuit, that fees paid to the attorneys must be approved by the court upon settlement or successful litigation of the matter, and how the attorneys involved are splitting the percentage between them based upon the amount of work they will perform.

**WHEREAS**, as a result of participation in the class action lawsuit, and entering into the Attorney Client Agreement with the Law Offices of Bashein & Bashein Company, LPA, the Township will not be responsible for the payment of any expenses advanced for the prosecution of the claim and these expenses will be reimbursed to the attorneys handling the class action out of settlement proceeds, if any, the class action members are paid their settlement portion, with the expenses prorated among all of the named plaintiffs.

**THEREFORE BE IT RESOLVED THAT**, the Board of Trustees of Bazetta Township, be and hereby is duly authorized to participate as a member of the putative class of public employers represented in the above referenced class action lawsuit as a Named Plaintiff seeking refund of Workers Compensation premium overcharges charged by the Ohio Department of Workers Compensation;

**THEREFORE BE IT FURTHER RESOLVED** that the Board of Trustees be and hereby is authorized to enter into and execute the Attorney Client Agreement provided by Law Offices of Bashein & Bashein Company, LPA

**THEREFORE BE IT FURTHER RESOLVED** that the Board of Trustees and its designees, agents and/or representatives be and hereby are duly authorized to prepare, execute, and submit any and all necessary documentation to participate as members of the putative class of public employer named plaintiffs in the above referenced class action lawsuit.

\_\_\_\_\_ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Roll call vote:

Mr. Paul Hovis \_\_\_\_\_

Mr. Frank Parke \_\_\_\_\_

Mr. Ted Webb \_\_\_\_\_

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Attest:

Board of Trustees  
Bazetta Township  
Trumbull County, Ohio

\_\_\_\_\_  
Fiscal Officer

\_\_\_\_\_  
Paul Hovis, Trustee

\_\_\_\_\_  
Frank W. Parke, Trustee

\_\_\_\_\_  
Ted Webb, Trustee

AUTHENTICATION

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution duly passed by this Board of Trustees in session this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and filed with the Bazetta Township Fiscal Officer.

\_\_\_\_\_  
Rita Drew  
Bazetta Township Fiscal Officer

Agenda Item Fire Department

Fri 2/13/2015 11:31 AM

**From:** Dennis Lewis, OFE, OFC

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

**Cc:** Joel Davis



---

Trustees and Fiscal Officer Drew,

I am requesting an expenditure of \$105,120 to CDW to purchase 54 computers for the regional fema grant that was awarded.

I am also requesting \$4,800 to purchase 54 vehicle charges from CDW for the regional fema grant that was awarded.

The total cost of the for the computers is \$116,800.00 the fire departments participating in the grant pay 10% of this bill and will be directly billed to them.

The total cost of the vehicle charges is \$5,400 the fire departments participating in the grant pay 10% of this bill and will be directly billed to them.

I will request the money from FEMA prior to us paying the bill of \$105,120.00 and \$4,800 dollars. We will not pay the bill until we have recieved the money from FEMA.

Joel, if you could give Rita the exact company name that would be great. Thanks

Professionally,

**Dennis K. Lewis, OFE, OFC**  
**Fire Chief**

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



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
112 Fires in structure other than in a building	1	1.11%	\$0	0.00%
	<u>1</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	62	68.88%	\$0	0.00%
322 Motor vehicle accident with injuries	4	4.44%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	9	10.00%	\$0	0.00%
	<u>75</u>	<u>83.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	1.11%	\$0	0.00%
	<u>1</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	3	3.33%	\$0	0.00%
554 Assist invalid	1	1.11%	\$0	0.00%
	<u>4</u>	<u>4.44%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	4	4.44%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	3.33%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.11%	\$0	0.00%
	<u>8</u>	<u>8.88%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
745 Alarm system activation, no fire -	1	1.11%	\$0	0.00%
	<u>1</u>	<u>1.11%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 90

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}  
 and District = "13 " and Alarm Time Between  
 "12:00:00 and" And "20:00:00 "

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	19	90.47%	\$0	0.00%
	<u>19</u>	<u>90.47%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	4.76%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	4.76%	\$0	0.00%
	<u>2</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 21

Total Est Loss:

\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}  
 and District = "13 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	18	60.00%	\$0	0.00%
322 Motor vehicle accident with injuries	1	3.33%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	13.33%	\$0	0.00%
	<u>23</u>	<u>76.66%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	2	6.66%	\$0	0.00%
554 Assist invalid	1	3.33%	\$0	0.00%
	<u>3</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	3.33%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	3.33%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	3.33%	\$0	0.00%
	<u>3</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
745 Alarm system activation, no fire -	1	3.33%	\$0	0.00%
	<u>1</u>	<u>3.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>30</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	9	64.28%	\$0	0.00%
322 Motor vehicle accident with injuries	1	7.14%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	7.14%	\$0	0.00%
	<u>11</u>	<u>78.57%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	7.14%	\$0	0.00%
	<u>1</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	7.14%	\$0	0.00%
	<u>1</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	7.14%	\$0	0.00%
	<u>1</u>	<u>7.14%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	14		Total Est Loss:	\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}  
 and District = "11 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	13	72.22%	\$0	0.00%
322 Motor vehicle accident with injuries	1	5.55%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	16.66%	\$0	0.00%
	<u>17</u>	<u>94.44%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	5.55%	\$0	0.00%
	<u>1</u>	<u>5.55%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	18		Total Est Loss:	\$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}  
and District = "11 "

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	22	68.75%	\$0	0.00%
322 Motor vehicle accident with injuries	2	6.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	12.50%	\$0	0.00%
	<u>28</u>	<u>87.50%</u>	<u>\$0</u>	<u>0.00%</u>
 <b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	3.12%	\$0	0.00%
	<u>1</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
 <b>5 Service Call</b>				
553 Public service	1	3.12%	\$0	0.00%
	<u>1</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
 <b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	6.25%	\$0	0.00%
	<u>2</u>	<u>6.25%</u>	<u>\$0</u>	<u>0.00%</u>
 Total Incident Count:	 32		 Total Est Loss:	 \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}  
and District = "13 "

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	37	72.54%	\$0	0.00%
322 Motor vehicle accident with injuries	1	1.96%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	7.84%	\$0	0.00%
	<u>42</u>	<u>82.35%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	2	3.92%	\$0	0.00%
554 Assist invalid	1	1.96%	\$0	0.00%
	<u>3</u>	<u>5.88%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	3.92%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	2	3.92%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.96%	\$0	0.00%
	<u>5</u>	<u>9.80%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
745 Alarm system activation, no fire -	1	1.96%	\$0	0.00%
	<u>1</u>	<u>1.96%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 51

Total Est Loss: \$0





BAZETTA

Aid Responses by Department (Summary)

Alarm Date Between {01/01/2015} And {01/31/2015}

Type of Aid	Count
STA. 12 CORTLAND FIRE DEPARTMENT	
Automatic aid received	1
Mutual aid given	1
	<hr/>
	2
STA. 30 HOWLAND	
Mutual aid given	1
	<hr/>
	1
STA. 77 TRUMBULL COUNTY HAZ MAT TEAM	
Mutual aid received	1
	<hr/>
	1

Police Agenda Tuesday February 17, 2015



Fri 2/13/2015 1:42 PM

**From:** Michael Hovis  
**To:** rdrew@bazettatwp.org  
**Cc:** fparke@bazettatwp.org

Rita,

Attached is the agenda for the police department

1. To hire Officer Jake Abbott effective March 1, 2015 as a full-time officer.
2. To sell 2 no longer needed police vehicles from police department fleet at either Odessa Mercer Auto Auction or Akron Auto Auction
  - A) 2004 Ford Crown Victoria Vin#2FAFP71W34X157603
  - B) 2008 Ford Crown Victoria Vin#2FAFP71V08X107464
3. To sell the listed vehicles from the impound lot as listed that the township has no use for
  - A) 2004 Chevy Malibu Vin#1G1ZT5284F123342
  - B) 1996 Cadillac Vin#1G6KD52Y1TU308047

P.S. DON'T FORGET ABOUT SWEARING IN NEW OFFICER AT MEETING!!! Thank you!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

Rita



# January 2015 Bazetta Police Department Activity

**Published Date: February 4, 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>423</b>
<b>Incident Reports Filed</b>	<b>100</b>
<b>Traffic Crash Investigations</b>	<b>18</b>
<b>Number of Persons Arrested</b>	<b>42</b>
<b>Traffic Offenses</b>	<b>58</b>
<b>Traffic Citations Issued</b>	<b>48</b>
<b>Vehicle Miles Traveled</b>	<b>11,116.10</b>
<b>Office Contacts</b>	<b>189</b>

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



## Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

### 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

### 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423												423
Incidents Filed	100												100
Traffic Crash Investigations	18												18
Number of Persons Arrested	42												42
Traffic Offenses	58												58
Miles Travel	11,116.1												11,116.1

\*Some Statistics may have been updated

\*\* Numbers published as of February 4, 2015 subject to change  
\*\*COS Stats provided by the 911 center may not reflect actual #'s

\*\*\*Numbers updated on February 4, 2015

# Bazetta Township Police Department

## Year to Date Analysis January 2014 Comparison to January 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January 2014	January 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	476	423	-11.13%
Incidents Filed	119	100	-15.97%
Traffic Crash Investigations	12	18	50%
Number of Persons Arrested	48	42	-12.5%
Traffic Offenses	74	58	-21.62%
Miles Traveled	13053.8	11116.1	-14.84%

Numbers published as of February 4 2015 — subject to change Numbers updated on 2/5/2015

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: February 2, 2015 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

**037-15** To accept the minutes from the January 20 Regular Meeting.

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

**038-15** 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

**039-15** To authorize the Fiscal Officer to transfer \$190,000.00 from the township's Chase Bank account to the regular Huntington Bank account.

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

**040-15** To authorize the Fiscal Officer do the following Temporary Supplemental Appropriations.

*\$10,000.00 to 01-B-02 (General: Improvement of Sites)*  
*\$10,000.00 to 01-F-02 (Park: Tools & Equipment)*

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

**041-15** To adopt the attached *IT Services Cooperative Agreement* with Bristol Township.

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

**042-15** To adopt the attached *IT Services Cooperative Agreement* with Lordstown Village.

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

**043-15** 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

**044-15** To approve April 16-18 as the dates for free garage sale permits in 2015.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**045-15** To donate \$100.00 to the Trumbull Township Association for their hospitality suite at the Ohio Township Association conference, to be paid from the General Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**046-15** To require the Fiscal Officer to revise the manner in which township legal fees are paid, i.e. the retainer will be paid by the General Fund and all additional charges will be charged to the department that caused them to be incurred, effective with January 2015 charges.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

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

- Invitation from Trumbull County Engineer to attend a series of Injection Well Meetings
- Invitation from Trumbull County Engineer to attend a meeting concerning winter road maintenance and the impact of crude oil prices on the 2015 road construction season
- Invitation from Youngstown Warren Regional Chamber to attend a presentation on site selection
- Resignation letter from Mark Sember

**Administration:**

- Trustee Parke reported the following
  - All residents are automatically in as aggregation through Trumbull County unless you specifically opt out
  - RIF, a new charge on water/sewer bills beginning this month, stands for Replacement Improvement Fund
  - Jean Eddy will inform David Ross that he has been appointed to the Board of Zoning Appeals
- Trustee Hovis report the following
  - Thanked Trustee Parke and Zoning Inspector Mills for filling in for him at a county meeting
  - Noted that two articles had recently appeared in the Tribune Chronicle about the Bazetta Police Department

**Fire Department:**

- Chief Lewis stated that the changes in the resolution below were necessary to conform with Medicare requirements

**047-15** To amend the Bazetta Township Records Retention Schedule (RC-2) as follows.

*Change Fire08 to "7 years with no action pending"*

*Change Fire25 to "7 years with no action pending"*

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

**Police Department:**

- See Attached Agenda & Report

**048-15** To approve the attached *Memorandum of Understanding* (Counseling Sessions).

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

**049-15** To accept the resignation of Mark Sember, effective immediately.

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

**050-15** To approve the expenditure of \$2,000.00 as Bazetta Township's annual contribution to Mahoning Valley Crisis Response Team (SWAT), to be paid from the Police Fund.

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

**051-15** To rescind Board Resolutions #372-14 and #373-14.

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

**052-15** To approve the attached *Donation Agreement* between Bazetta Township and Mark Thomas Ford.

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

**053-15** To approve the attached *Resolution to Accept the Donation of Property for Use by the Bazetta Township Police Department*.

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

**054-15** 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.

*1994 Crown Victoria (VIN 2668)*

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

**Road Department:**

- Superintendent Parke reported the following
  - Got through the last snow with a few issues that have now been taken care of
  - Salt supply is holding up well
  - Beet heet is working very well



- o Beet heet is working very well

**055-15** To approve an expenditure not to exceed \$11,000 with Agnew's Lawn and Garden for a 2015 Ferris IS3200 Mower Model #5901353 in conjunction with the trade-in of Bobcat Mower #06384, to be paid from the Park portion of the General Fund.

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

**056-15** To approve the attached *Agreement between the Bazetta Township Trustees and the International Brotherhood of Teamsters, Local #377.*

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

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

- Inspector Mills reported the following
  - o Thanked Trustees for allowing him to attend the Ohio Township Association Conference
  - o Thanked Trustee Hovis for setting up a meeting with Sean O'Brien and the Ohio EPA
  - o Still scheduling meetings regarding the sanitary sewer at Trumbull County Fairgrounds
  - o Discussed a number of chambers of commerce meetings he has attended

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

- Inspector Mills reported the following
  - o Going to work on mobile home language
  - o Going to contact Zoning Board of Appeals members regarding being the appeals board for property maintenance code issues
  - o Looking into creating an environmental court in the area

**Parks & Recreation Board:**

- Nothing to report

**057-15** To affirm and reappoint the following members of the Park & Recreation Board with the expiration date of their terms to be determined.

*Steve Belcher, as Chairman with a 3 year term, 12/31/16*

*Karin Hudson*

*Robert Giering*

*Ron Jones*

*Open*

*Arnie Roman*

*Eleanor Governor*

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

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

- None

**058-15** To recess into Executive Session at 7:27pm to discuss collective bargaining matters, per ORC §121.22(G).

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


**059-15** To reconvene from Executive Session at 8:18pm with no action taken

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

**060-15** To adjourn the meeting at 8:18pm.

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

  
\_\_\_\_\_  
Attested by: Fiscal Officer Rita K. Drew      Dated: 02-12-15

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

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 08th day of February 2015, 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 PO 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 08th day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 09 day of February, 2016. 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, 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:**

All LEADS (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

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Township Trustee

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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Township Trustee

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Joel Davis, IT employee for  
Bazetta Township

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 12th day of February 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Village of Cortland, Ohio 44410 and Lordstown Township, (hereinafter "Cooperative Agency User") whose address is 1455 Salt Springs Road, Ohio, Lordstown, OH 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:

**I. Terms of Agreement:**

- A) The term of this is agreement shall be for a period of one (1) year, commencing on the 12th day of February, 2015 and continuing thereafter for a period of one year terminating at the close of business the 11 day of February, 2016. 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 with 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:**

All LEADS (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.

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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Township Trustee

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Joel Davis, IT employee for  
Bazetta Township



**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 12th day of February 2015, 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, Ohio, (Warren 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, 2015 and continuing thereafter for a period of one year terminating at the close of business the 11 day of February, 2016. 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, 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:**

All LEADS (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

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Township Trustee

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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Township Trustee

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Joel Davis, IT employee for  
Bazetta Township

Police Agenda for trustee meeting Monday February 2, 2015



Fri 1/30/2015 8:49 AM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: iparke@bazettatwp.org

Rita,

The following is the police agenda for trustee meeting Monday February 2, 2015

1. Memorandum of Understanding for Counseling (Attached )
2. Accept the resignation of Ptl. Mark Sember effective immediately (Attached).
3. Make payment of \$2000.00 to Mahoning Valley Crisis Response Team (Invoice Attached) paid from the police budget.
4. To accept the Donation agreement of a 2015 Ford Police Utility vehicle from Mark Thomas Ford (Attached) **RESOLUTION LANGUAGE ATTACHED**
5. Authorize the sale of a 1994 Ford Crown Victoria from Impound lot Vin#2FALP74W4RX162668

Thank you and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*





# January 2015

## Bazetta Police Department Activity

Published Date: February 2, 2015

Activity	Total
Calls for Service	423
Incident Reports Filed	100
Traffic Crash Investigations	18
Number of Persons Arrested	42
Traffic Offenses	58
Traffic Citations Issued	48
Vehicle Miles Traveled	10648.1 (Does NOT Include #1333)
Office Contacts	189

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

ME

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this 18 day of December, 2014, by and between the Board of Township Trustees, Bazetta Township, Trumbull County, Ohio (hereinafter referred to as "Township"), and the Bazetta Township Police Department (hereinafter referred to as "Employees.")

**WHEREAS**, the Township and Employees are parties to a current Collective Bargaining Agreement that was negotiated between and agreed to by the parties hereto and their representatives, effective January 1, 2014 through December 31, 2016; and

**WHEREAS**, the Township desires to offer to Employees job performance counseling sessions to assist Employees with improving and/or maintaining appropriate job performance levels to address actions or omissions that may effect said job performance; and

**WHEREAS**, Employees desire to take advantage of said counseling sessions to improve and/or maintain job performance levels and to avoid instituting progressive discipline under the current Collective Bargaining Agreement for actions or omissions that may be better addressed through the use of a counseling session; and

**WHEREAS**, this Memorandum of Understanding is for the purpose of clarifying the agreement of the parties' concerning the use of said counseling sessions.

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

1. The Chief of Police or his designee will perform counseling sessions where, in his sole discretion, such sessions may be warranted to improve and/or maintain Employees' job performance for actions or omissions that may be better addressed through a counseling session rather than progressive discipline;
2. Counseling sessions offered to Employees for the improvement and/or maintenance of job performance shall not constitute progressive discipline as described by the current Collective Bargaining Agreement;
  - a. Progressive discipline under the current Collective Bargaining Agreement shall continue pursuant to Article 17: Corrective Action.

- b. Counseling sessions shall normally be conducted during the employee's regularly scheduled working hours, and employees will be in "paid" status during said counseling sessions if held during the employees' regularly scheduled working hours.
  - c. Counseling sessions shall not require the Township to advise the Employee of his/her right to Union representation for the counseling session, as said counseling sessions do not constitute progressive discipline/corrective action under the current Collective Bargaining Agreement.
  - d. All counseling sessions shall be performed in a private and professional manner.
  - f. The Township and/or its Police Chief or designee has the right in its sole discretion, to determine when and if counseling sessions are needed by any employee, and the manner in which such counseling sessions shall address the issues to be presented to that particular employee.
3. Attendance at counseling sessions is mandatory to avoid the institution of any progressive discipline under the current Collective Bargaining Agreement, Article 17: Corrective Action.
  4. Counseling sessions shall not become part of the Employees' disciplinary records or personnel file.

[Rest of Page Intentionally Left Blank.]

**SIGNATURE PAGE**

FOR THE BAZETTA TOWNSHIP TRUSTEES:

\_\_\_\_\_  
Paul W. Ho /ls, Trustee

\_\_\_\_\_  
Frank W. Parke, Trustee

\_\_\_\_\_  
Theodore Webb, Trustee

\_\_\_\_\_  
Rita K. Drew, Township Fiscal Officer


*Approved as to form:*

\_\_\_\_\_  
*Mark S. Finamore, Township Legal Counsel*

FOR THE FRATERNAL ORDER PF  
POLICE (FOP/OLC):

\_\_\_\_\_  
Sergeant Christopher Herlinger

\_\_\_\_\_  
Patrolman Shawn Rentz

  
\_\_\_\_\_  
Charles L. Wilson, FOP  
Senior Staff Representative

Mark Sember  
7995 Brookwood St. NE  
Warren, OH 44484  
(330) 553-4551

January 27, 2015

Attention: Chief Michael Hovis  
Bazetta Township Police Department  
2671 McCleary Jacoby Rd.  
Cortland, OH 44410

This letter is to serve as a formal notice of my resignation from the Bazetta Police Department for the position of Patrolman effective February 2, 2015. This resignation comes with my decision to accept a full-time police officer position with the Youngstown Police Department.

I would also like to express my appreciation for the knowledge and training the Bazetta Police Department and my Field Training Officers has provided me with. I feel as though this knowledge and training will only help facilitate my career as a law enforcement officer. The Bazetta Police Department has some of the most professional, experienced and well-trained officers in the area, and I have been grateful to have had the opportunity to work with said officers.

I wish the best for the future of this department and for the continued safety of its officers.

Respectfully yours,

Ptl. Mark Sember #1333



# MAHONING VALLEY CRISIS RESPONSE TEAM (SWAT)

*A multi-jurisdictional tactical team providing a specialized response to critical incidents.*

Detective Sergeant John Elberty, Commander, MVCRT (SWAT)  
Phone (330) 502-3589 \* Fax (330) 758-3250 \* Email- [elberty@mrvctf.com](mailto:elberty@mrvctf.com)  
904 Sahara Trail Suite 2  
Youngstown, OH 44514

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## 2015 INVOICE

**DATE:** January 15, 2015

**TO:** Bazetta Twp. Police Department

### DESCRIPTION OF SERVICES

Annual Contribution to Support Crisis Response Team

**TOTAL DUE - \$2,000**

**DUE BY:** February 15, 2015

*Please submit payment to the address above. Thank you!*

**DONATION AGREEMENT**

[R.C. 505.10]

This **DONATION AGREEMENT** is entered into this 2nd day of February, 2015, by and between Mark Thomas Ford, Inc., an Ohio corporation (hereinafter Donor) and Bazetta Township Board of Trustees, a political subdivision of the State of Ohio (hereinafter Donee).

**WHEREAS**, the Donor has within its new vehicle inventory a 2015 Ford Interceptor Utility Police Vehicle, VIN \_\_\_\_\_, for which title is held in the name of Mark Thomas Ford, Inc.;

**WHEREAS**, the Donor desires to donate the lease of the above described police vehicle to Donee for use by its Police Department;

**WHEREAS**, Donor and Donee desire to utilize the Ford Credit Municipal Finance Program for the purposes of facilitating a lease between the Donee and the Ford Credit Municipal Finance Program for the above described vehicle

**WHEREAS**, Donor shall be solely responsible to timely make and pay all of the lease payments on behalf of the Donee there under and shall hold the Donee harmless from any lease payment liability under such lease.

**WHEREAS**, Donee desires to accept the donation of the lease of the above described police vehicle and is authorized pursuant to R.C. 505.10 to accept donations of personal property for township use;

**WHEREAS**, Donor and Donee have agreed to allow Donee to purchase the police vehicle at the completion of the lease for One Dollar (\$1.00);

**WHEREAS**, the parties hereto wish to specify the timing, conditions and terms of the donation.

**TERMS:**

**1. Donative Intent.**

The lease of the police vehicle is being donated by the Donor to Donee as a charitable gift.

**2. Term and Amount of Donated Lease:**

The payments on the lease of the police vehicle being donated by Donor to Donee shall be in the sum of Nine Thousand Seven Hundred Four Dollars and Forty Cents (\$9,704.40) per year.

The payments on the lease of the police vehicle being donated will be made by Donor to Ford Municipal Credit Program in three (3) installments as follows: the first lease payment to be made on March 1, 2015; the second lease payment to be made on March 1, 2016; and the third lease payment to be made on March 1, 2017.

At the end of the lease term, Donor shall offer to Donee the opportunity to purchase the police vehicle for One Dollar (\$1.00);

**3. Conveyance of the Police Vehicle at End of Lease Term:**

The conveyance by the Donor of the police vehicle to the Donee shall be by vehicle title transfer.

**4. Donor Warranties and Representations:**

As a Ford Motor Company authorized franchisee, Donor will recognize and honor the Ford Motor Company New motor Vehicle warranty for the police vehicle described herein during the full term of said Warranty. Donor does not, however, separately make any warranties in relation to the mechanical condition/operation of the vehicle.

**5 Donee Warranties, Representations and Acknowledgements:**

Donee hereby warrants and represents to the Donor that it is a political subdivision of the State of Ohio and has all necessary power and authority to enter into this Donation Agreement and to perform and carry out the terms and conditions required of it hereunder.

- (a) Donee acknowledges that it has inspected the police vehicle to its full and complete satisfaction with the full cooperation of the Donor.
- (b) Donee shall be fully and solely responsible to insure the vehicle according to and consistent with the requirements of the lease with Ford Motor Credit.
- (c) Donee shall be responsible to provide and pay for all non-warranty maintenance, repairs and upkeep for the vehicle.

**6-. Miscellaneous:**

Relationship of the Parties.

Notwithstanding any provision to the contrary in this Donation Agreement, the parties agree that their relationship with respect to the gift contemplated herein is one of Donor and Donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the parties with respect to such gift.

Severability.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Donation Agreement, but this Donation Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

Waiver.

The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Donation Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Donation Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.



Notices.

All notices herein authorized or required to be given to the parties hereto shall be sent certified mail, return receipt requested, as follows:

To Donor at:

Mark Thomas Ford, Inc.  
3098 Elm Road Ext3372 State Route 5  
Cortland, Ohio 44410 Cortland, Ohio 44410

To Donee at:

Bazetta Township

Entire Agreement.

This Donation Agreement sets for the complete understanding and agreement of the parties with respect to the police vehicle and the transaction that is the subject of this Donation Agreement. No oral statements, representations or agreements other than this Donation Agreement shall have any force or effect and Donee and the Donor agree that they will not rely on any representations or agreements other than those contained in this Donation Agreement.

Further Assurances.

Both party, upon the request of the other party, shall execute and deliver such further documents and instruments as such other party may reasonably deem appropriate to carry out the terms and conditions of this Donation Agreement, provided that such further documents and instruments are consistent with the terms and conditions of this Donation Agreement.

Survival.

All agreements, representations, warranties and indemnifications hereunder shall be considered to have been relied upon and shall survive the execution and delivery of this Donation Agreement and the conveyance of the police vehicle being conveyed hereunder.

Headings.

The headings in this Donation Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

**5. Applicable Law and Binding Effect.**

This Donation Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio. This Donation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**6. Counterparts.**

This Donation Agreement may be signed in multiple identical counterparts with the same effect as if the signatures thereof and hereto were upon the same instrument.

EXECUTED on the date first written above.

**FOR MARK THOMAS FORD, INC.:**

By: *[Signature]*  
THOMAS M. LEVAK  
Printed Name

**FOR BAZETTA TOWNSHIP:**

*[Signature]*  
Trustee Paul Hovis  
*[Signature]*  
Trustee Frank Parke  
*[Signature]*  
Trustee Ted Webb

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF TRUMBULL        )

BEFORE ME, a Notary Public, in and for said county and state, personally appeared Thomas Levak, its President, who acknowledged that s/he did sign the foregoing instrument on behalf of MARK THOMAS FORD, INC. and that the same is his/her free act and deed, both individually and on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cortland, Ohio, this 3 day of FEBRUARY, 2015.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires: 9-6-19



JOEL E DAVIS  
Notary Public  
In and for the State of Ohio  
My Commission Expires  
September 06, 2019

COPY

RESOLUTION #14- 053

RESOLUTION TO ACCEPT THE DONATION OF PROPERTY  
FOR USE BY THE BAZETTA TOWNSHIP POLICE DEPARTMENT

WHEREAS, Mark Thomas Ford, Inc., has approached the Township regarding the donation of the lease of a police vehicle described as a 2015 Ford Interceptor utility Police Vehicle, VIN \_\_\_\_\_, for use by the Bazetta Township Police Department, with an option to purchase said vehicle at the culmination of the lease for One Dollar (\$1.00);

WHEREAS, the Board of Trustees has decided that it is in the best interest of the township and its police department to accept the donation of the police vehicle lease as outlined in the Donation Agreement;

THEREFORE BE IT RESOLVED, the Bazetta Township Board of Trustees hereby accepts the donation of the lease of a police vehicle described as a 2015 Ford Interceptor utility Police Vehicle, VIN \_\_\_\_\_, for use by the Bazetta Township Police Department, with an option to purchase said vehicle at the culmination of the lease for One Dollar (\$1.00).

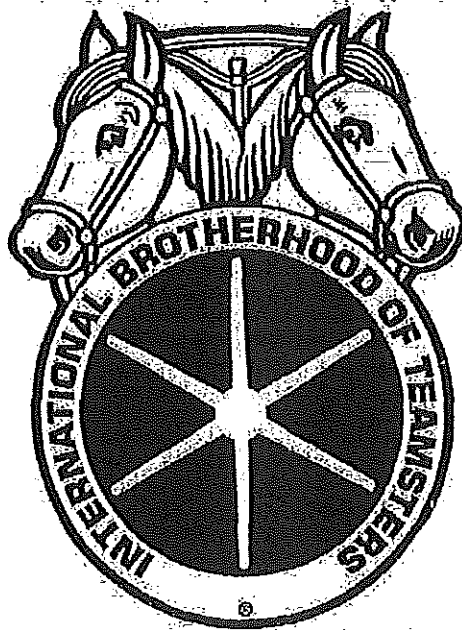
ROLL CALL VOTE:

Paul Hovis Yes  
Frank Parke Yes  
Ted Webb Yes

**AGREEMENT BETWEEN**  
**THE BAZETTA TOWNSHIP TRUSTEES**  
**AND THE**  
**INTERNATIONAL BROTHERHOOD**  
**OF TEAMSTERS, LOCAL NO. 377**

**Effective January 1, 2015**  
**through**  
**December 31, 2017**

**SERB Case Number: 2014-MED-10-1523**



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## **ARTICLE 1** **PURPOSE**

**Section 1.** This agreement by and between the Bazetta Township Trustees, hereinafter referred to as the "Employer" and the Chauffeurs, Teamsters, Warehousemen, and Helpers, Local Union No. 377, hereinafter referred to as the "Union", is established for the purpose of defining an understanding governing wages, hours, and terms and conditions for those employees included in the bargaining unit as defined herein.

## **ARTICLE 2** **UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as a sole and exclusive representative for the bargaining unit employees. Whenever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed in the following classifications as certified in SERB Case No. 04-REP-07-0120.

**Section 2.** This agreement shall apply to all full-time and regular part-time employees of the Employer, including Road Superintendent (Working Foreman), Assistant Road Superintendent (Assistant Working Foreman), Mechanics, Equipment Operators/Truck Drivers/Laborers (Operators/Drivers), and future full-time and regular part-time employees excluding Janitor, Zoning Inspector, seasonal/casual employees (as determined by SERB), supervisory, and management level employees of the Employer as per the SERB certification.

**Section 3.** If, during the term of this contract, the Township established non-bargaining unit supervisory job classifications or additional non-bargaining employment positions, written notice of the same shall be provided to the Union so that interested Union members may make application for and/or submit resumes for said positions. Non-bargaining unit employees shall not perform any bargaining unit work except in the case of an emergency as defined in Article 5 of this agreement.

**Section 4.** The Employer shall advise the Union of any proposed new classifications and the responsibilities of said classifications. If the Union and the Employer are unable to agree as to whether said classification shall be in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classifications shall be included in the bargaining unit.

## **ARTICLE 3** **UNION SECURITY**

**Section 1.** All present employees who are members of the Local Union on the effective date of this agreement shall either remain members of the Local Union in good standing as a condition of employment or pay a fair share in accordance with state law as a condition of employment. All such employees hired on or after its effective date shall become and remain members in good standing on the 31<sup>st</sup> day following the beginning of their employment as a condition of employment

or pay a fair share fee in accordance with state law on the 61<sup>st</sup> day following the beginning of their employment as a condition of employment.

**Section 2.** The Employer agrees to deduct regular Union dues from the pay of any employee in the bargaining unit upon receiving written authorization signed individually by the employee. The signed payroll deduction authorization form provided by the Union must be presented to the Employer by the employee or steward, with one (1) copy for each of the following: the Employer, the Union, and the employee. Upon receipt of the proper authorization form, the Employer shall deduct Union dues from the payroll of each employee as billed by the Union and remitted within the first ten (10) days of the month following such deductions.

**Section 3.** The Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article.

#### **ARTICLE 4** **PROBATIONARY PERIOD**

**Section 1.** Each newly hired employee shall serve a probationary period of ~~six (6) months~~ ninety (90) days during which the Township may discharge the employee without cause of explanation of the reasons thereof. Neither the employees nor the Union shall have recourse to the grievance procedure.

**Section 2.** An employee awarded a new bid position will be required to successfully complete a probationary period in his new position. The probationary period for a newly promoted employee shall begin on the first day he begins to work in the new positions and shall continue for a period of ninety (90) days. A newly promoted employee who evidences unsatisfactory performance in the new position may be returned to his former position any time during this probationary period. Any employee who is awarded a new bid position may elect to return to their former position any time during this probationary period.

#### **ARTICLE 5** **CASE OF EMERGENCY CLAUSE**

**Section 1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Trumbull County Commissioners, the Trumbull County Sheriff, or the federal or state legislature, such as acts of God and civil disorder, the following conditions of this agreement shall be automatically suspended:

- A. Time limits for the Employer or the Union's replies or filing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees. The foregoing notwithstanding, the provisions in the agreement relating to overtime compensation and assignment shall remain in full force and effect during the emergency.



**Section 2.** Upon the termination of the emergency, should valid grievance exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the procedure to which they (the grievance[s]) had progressed.

## **ARTICLE 6** **CONTINGENCIES UNFORESEEN**

**Section 1.** It is agreed that in the event issues arise with respect to wages, hours, terms and other conditions of employment that are not covered by this agreement, the parties agree to negotiate in good faith at reasonable times and places with the intention of resolving any such issues.

## **ARTICLE 7** **SEVERABILITY**

**Section 1.** If any provision of this agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the agreement will continue in full force and effect.

**Section 2.** The parties agree to immediately reopen negotiations for the purpose of negotiating lawful alternative language for any provisions found to be unlawful.

## **ARTICLE 8** **DISCIPLINE AND DISCHARGES**

**Section 1.** Disciplinary action may be imposed upon an employee only for just cause.

**Section 2.** If the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The Road Department Supervisor shall not be responsible for the imposition of employee discipline.

**Section 3.** The Employer shall follow a policy of progressive discipline except in instances of severe employee misconduct.

**Section 4.** All verbal and written discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action(s) after the expiration of a twelve (12) month period during which there has been no intervening discipline for the same offense or a similar offense during said twelve (12) months. All suspension discipline shall be invalidated and shall not constitute the basis for progressive disciplinary action after the expiration of an eighteen (18) month period during which there has been no intervening discipline said eighteen (18) months.

**Section 5.** All suspensions pertaining to work days may be satisfied by an employee giving up unused vacation days or other unused paid days off. The Employer shall make the final determination with regard to such request.

**Section 6.** If, in any case, the Employer feels there is just cause for discipline, the employee and his steward will be notified in writing that the employee may be disciplined and must follow all rules contained herein.

Whenever the Employer determines that an employee may be suspended or terminated, the Employer will conduct a pre-disciplinary hearing. The Employer shall notify the employee in writing of the nature of the charges against the employee, and the date, time, and place of the hearing. The employee may be accompanied by the Union steward during the pre-disciplinary hearing, if requested by the employee. Prior to the time of the hearing, the employee may waive his rights to a hearing; such waiver shall be in writing. The employee shall have an opportunity to respond to the charges prior to the discipline being imposed.

**Section 7.** Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with restoration of all other rights and conditions of employment in accordance with any appeal binding resolution.

**Section 8.** No disciplinary action will be taken against any employee because of an anonymous complaint or until an investigation of such complaint is made.

#### **ARTICLE 9** **GRIEVANCE COMMITTEE**

**Section 1.** The employees selected as stewards shall constitute the Union Grievance Committee. The Committee shall meet amongst themselves from time to time during non-work hours for the purpose of adjusting pending grievances and discussing procedures for avoiding future grievances. In addition, the Committee may discuss with the Board of Trustees ways in which to improve the relationship between the Union and the Township.

#### **ARTICLE 10** **GRIEVANCE PROCEDURE**

**Section 1.** The term "grievance" shall mean an allegation by the Union or a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement.

**Section 2.** Any grievance which is not submitted by the employee or the Union within the time limits provided herein shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

#### **In formal**

In order for an alleged grievance to receive consideration under this procedure, the grievant, with appropriate Union steward, if the former desires, must identify the alleged grievance to the

Employer or designee within seven (7) calendar days of the occurrences that gave rise to the grievance, or within seven (7) calendar days of the grievant's reasonable knowledge of the occurrence. The Employer/designee shall investigate and provide an appropriate answer within seven (7) calendar days following the date on which the Employer/designee was informed of the alleged grievance.

### **Step 1**

If the grievance is not resolved in Step 1, the employee may refer the grievance to the Trustees or designee within ten (10) calendar days of receipt of the Step 1 answer. The Trustees/designee shall have ten (10) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate Union representative if the former desires.

The Trustees/designee shall investigate and respond to the grievant, and with the grievant's authorization, appropriate Union representative within fourteen (14) calendar days following the Employer's regular meeting.

### **Step 2 – Arbitration**

If the grievance is not satisfactorily settled in Step 1, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty-one (21) calendar days following the date the grievance was answered in Step 1 of the grievance procedure.

Upon receipt of a request for arbitration, the Union shall within ten (10) calendar days following the request for arbitration agree to request a list of seven (7) impartial arbitrators from those arbitrators with offices in Northern Ohio and/or Western Pennsylvania from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. The parties shall use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. Prior to striking, each party shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or later any provisions of this agreement. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement or grievance. The arbitrator shall not establish any new or different wage rates negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall limit any retroactive award to the date of the occurrence that gave rise to the grievance.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the list of arbitrators shall be borne by the moving party. All costs directly related to the services of the arbitrator shall be borne by the moving party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration, or in what proportion the parties shall share the cost.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or requesting a copy of any transcript.

**Section 4.** All grievances must be filed using the grievance form provided by the Union and attached as Appendix A.

**Section 5.** A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance and/or be identified.

Bargaining unit employees have the right to present grievances and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and as long as the Union stewards have the opportunity to be present at the adjustment meeting.

**Section 6.** The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

## **ARTICLE 11** **RULES AND REGULATIONS**

**Section 1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees while in the performance of their assigned duties or any representative capacity of the Township, and the conduct of the Employer's services and programs.

**Section 2.** The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this agreement.

**ARTICLE 12**  
**SENIORITY**

**Section 1.** "Seniority" shall be computed on the basis of uninterrupted length of full-time continuous service with the Employer. Seniority for part-time employees shall be computed on the basis of actual hours worked with the Township.

**Section 2.** Full-time and part-time employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

**Section 3.** Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement
- C. Layoff in excess of twenty-four (24) months, or as otherwise provided in Section 2 herein;
- D. Failure to return to work within three (3) days of receipt of recall from layoff, unless the failure to return within such three (3) days is not within the control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;
- F. Absence of three (3) or more consecutive work days no call/no show;
- G. Resignation from employment with the Employer.

**Section 4.** The Employer shall post a seniority list, once every twelve (12) months, on the bulletin board showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request.

**ARTICLE 13**  
**TEMPORARY TRANSFERS**

**Section 1.** Employees who are temporarily assigned to work in a lower classification shall continue to receive the rate of pay for their permanent classification.

**Section 2.** Employees who are temporarily assigned to classifications above their permanent classification for a period of one (1) work day or more shall receive the rate for the higher position for all hours worked in such higher classification.

**ARTICLE 14**  
**VACANCY AND PROMOTIONS**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, other than the original appointments, shall be filled in accordance with this article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the Employer's bulletin board for five (5) days. During the posting period anyone wishing to apply for the vacant position shall do so by submitting a written bid to the Employer. The Employer shall not be obligated to consider any bid submitted after the posting date or who do not meet the minimum qualifications for the job.

**Section 3.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position with another bargaining unit employee for a period not to exceed thirty (30) calendar days, pending the Employer's determined to fill the vacancy on a permanent basis.

**Section 4.**

A. Bids for the positions of Road Superintendent and Assistant Road Superintendent shall be review considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, physical and/or mental capability, seniority. In the event two (2) or more applicants are equally qualified, then seniority shall be the determining factor.

B. When filling positions other than Road superintendent and Assistant Road Superintendent, the most senior qualified bidder shall be award the position.

C. If no internal bidders are qualified, the Employer will notify all bidders of the selection.

**Section 5.** Once the selection has been made, the Employer will notify all bidders of the selection.

**Section 6.** Upon acceptance of a vacancy, the employee may, at his discretion, return to his former position within thirty (30) calendar days from the acceptance of the vacancy. Should this occur, the Employer may use the original bid list to fill the resulting vacancy.

**ARTICLE 15**  
**LAYOFF AND RECALL**

**Section 1.** When the Employer determines that a layoff or job abolishment of employee is necessary, the affected employees shall be notified five (5) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

**Section 2.** The Employer shall determine in which classification layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority. Prior to laying off full-time employee(s), the Employer agrees to layoff all part-time bargaining unit employee(s).

**Section 3.** Full-time employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled first, in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without further training. Part-time employees hired after the effective date of this agreement shall retain recall rights for a period of twenty-four (24) months from the date of layoff.

**Section 4.** Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

**Section 5.** In the case of a layoff, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to return to work, unless the Employer agrees to an alternate date for the employee to return to work and/or the failure to return within three (3) days is not within the control of the employee.

**ARTICLE 16**  
**MILITARY LEAVE**

**Section 1.** The Township and employee will comply with all federal and state law concerning the granting of unpaid leave to employees so that they can meet their military obligations.

**ARTICLE 17**  
**LEAVE OF ABSENCE**

**Section 1.** The Employer may grant a leave of absence without pay to an employee for a maximum of sixty (60) calendar days per calendar year upon the written request by the employee for any personal reasons. The authorization of a leave of absence without pay is a matter of administrative discretion; however, such request shall not unreasonably be denied.

**Section 2.** The Employer may, upon the receipt of approved medical certification, grant an employee who is unable to work because of sickness, injury, or illness and who has exhausted all available paid leave, an unpaid leave of absence for a period not to exceed one (1) year. If any employee has been granted a leave of absence as defined in Section 1 above, such time granted will be included in the one (1) year period, if applicable.

**Section 3.** An employee who requests an unpaid leave of absence as defined in Section 2 above shall submit to the Employer a signed physician's statement to include the following information:

- A. Nature of the sickness, injury, or illness.
- B. Date leave shall begin and approximate date of termination of such leave.
- C. Statement that employee is unable to perform his regular duties.

**Section 4.** The Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position any time during such unpaid leave of absence as defined in Section 1 above. The cost of the examination shall be paid by the Employer. In the event the Employer's doctor and the employee's doctor are in disagreement, a third doctor selected mutually by the parties will perform the deciding examination, the cost of which will be divided between the Employer and the employee. The decision of the third doctor shall be final and binding.

**Section 5.** Upon completion of such leave of absence, the employee shall be returned to the position which he formerly occupied, or to a similar position if his former position no longer exists. He may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer shall impose discipline up to and including discharge. Failure to return to work upon the expiration or notification of cancellation of a leave of absence shall be just cause for removal.

An eligible full-time employee shall be granted family and medical leave in accordance with the Township's policy in effect at the time of this agreement in accordance with applicable law.

## **ARTICLE 18** **SICK LEAVE**

**Section 1. Crediting Sick Leave.** Sick leave credit for full-time employees shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of one hundred and twenty (120) hours per year. Unused sick leave shall accumulate without limit. Any accumulated sick leave earned by an employee with the Employer prior to the execution of the agreement shall remain to the employee's credit until unused.

**Section 2. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a personal leave in accordance with the appropriate section of this agreement.

**Section 3. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or week earnings.



A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee;
2. Death of a member of his immediate family;
3. Medical, dental or optical examination or treatment of employee during normally scheduled working hours;
4. If a member of the immediate family is afflicted with a contagious disease and when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and
5. Pregnancy and/or childbirth and other conditions related thereto.

**Section 5. Evidence Required for Sick Leave Usage.** The Employer shall require an employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

**Section 6.** When an employee is unable to work, he shall notify the supervisor or other designated person within one-half (1/2) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 7. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Applications for sick leave with intent to defraud may result in disciplinary action and refund of salary or wage paid.

**Section 8. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his duties. Such physician statement shall be required after an absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other appropriate proof satisfactory to the Employer to approve the use of such leave.

**Section 9. Physician Examination.** Prior to an employee's return from a medical or workers' compensation leave of absence, and/or when reasonable suspicion exists that an employee is medically unable to perform his/her job, the Employer may require an employee to take an examination conducted by a licensed physician or psychologist selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a mutually selected licensed physician or psychologist. The fees of such a mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

**Section 10.** Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following:

Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave. Employees may receive, after completion of twenty (20) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed three hundred forty (340) hours of pay calculated at one-fourth (1/4) of thirteen hundred sixty (1,360) hours of sick leave.

For the purposes of this provision, retirement shall be considered the criteria established for retirement from active employment with the Township at the time of separation under the Ohio Public Employees Retirement System (OPERS).

In order to ensure payment in a timely manner, an employee shall advise the Employer in writing at least thirty (30) calendar days prior to the expected date of retirement. Said payment shall be forwarded to the employee within the thirty (30) calendar day period following the last day the employee receives compensation from the Employer.

## **ARTICLE 19** **FUNERAL LEAVE**

Up to three (3) days paid leave shall be granted to the employee who provides proof of attendance at the funeral of: brother, sister, spouse, child, mother, father, loco parentis. Up to two (2) days paid leave shall be granted to the employee who provides proof of attendance at the funeral of: father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise to work, the consecutive work days will be scheduled with the approval of the Employer. Such leave shall not be deducted from sick leave.

## **ARTICLE 20** **COURT APPEARANCES**

**Section 1. Court Appearances.** Any employee who is required to appear in court at the request of the Employer or on behalf of the Employer shall be compensated at his regular hourly rate of pay.

**Section 2. Jury Duty.** An employee called for jury duty shall be granted time off for jury duty. The Township shall compensate the employee in the usual manner and accept from the

employee the jury duty pay, thereby paying the difference between the employee's daily pay and the jury duty pay.

**Section 3.** An employee that is required to appear in court at the request of the Employer on behalf of the Employer outside of his regularly scheduled work day or on the scheduled day off will be compensated at one and one-half (1 ½) times his hourly rate.

**Section 4.** An employee who may be excused early from jury duty shall be required to report to work provided at least two (2) hours remains of his shift.

## **ARTICLE 21**

### **SERVICE-CONNECTED DISABILITY**

**Section 1.** In the event a non-probationary full-time employee is injured while in the performance of his job duties, the Employer shall grant to an employee who has filed the appropriate application, and who is required to be absent from work in excess of one (1) calendar week as the result of said injury, temporary disability pay limited to his net wages pending the determination by the Bureau of Workers' Compensation of his claim, not to exceed one hundred eighty (180) calendar days from the date of the reported injury. Should an on-the-job injury not require an employee to be absent from work at least one (1) calendar week, such time absent from work may be charged against the accumulated sick time, or at the employee's option, an unpaid leave. Such payment may be granted under the following conditions:

- A. The Employer shall review each individual reported case of injury, receive a written report from the Superintendent, and be satisfied that such injury occurred during the performance of the employee's duties with the Employer.
- B. The Employer shall receive a written report from a licensed physician, psychologist or hospital stating that the absence is a direct result of the injury and that the employee is totally unable to perform his normally assigned duties.

#### **Section 2.**

- A. Should an employee's claim be approved by the Bureau of Workers' Compensation, the employee shall reimburse the Employer for all wages received as defined in Section 1 of this article.
- B. In the event an employee's claim should be rejected by the Bureau of Workers' Compensation, the employee shall reimburse the Employer for all wages received as defined in Section 1 of the article. Should the employee's claim be rejected by the Bureau of Workers' Compensation, the employee may be granted sick leave with pay as defined in Article 18 of this Agreement, provided the employee is eligible for such sick leave.
- C. Falsification of claims, written statements, or physician certificates shall be grounds for disciplinary action, which may include dismissal.

**ARTICLE 22**  
**NO STRIKE CLAUSE**

**Section 1.** The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strike, or slowdown which affects the Employer of his operations. Should any employees engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" and be signed by the staff representative.

**ARTICLE 23**  
**CALL IN PAY**

**Section 1.** Whenever an employee is called to work outside his regular work day hours, which do not abut his regular shift hours, he shall be paid a guaranteed minimum four (4) hours pay at the appropriate rate, to be calculated from the time the employee clocks in.

**ARTICLE 24**  
**NON-DISCRIMINATION**

**Section 1.** The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or refrain from membership in the Union and there shall be no discrimination, interference, restraint, or coercion by Employer/representative or the Union against any employee because of Union membership or non-membership or because of any legal employee activity or representative in an official capacity on behalf of the Union.

**Section 2.** All references to employees in this agreement designated both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 25**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as modified herein, the Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine standards of services to be delivered;
- C. To determine the overall budget;

- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organizational structure;
- F. To direct, supervisor, evaluate, or hire employees;
- G. To maintain and improve on the efficiency and effectiveness of the Employer's operations;
- H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;
- I. To suspend, discipline, demote, or discharge for just cause of layoff, transfer, assign, schedule, or promote employee;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Bazetta Township Trustees as a unit of government;
- L. To effectively manage the work force;
- M. To take actions necessary to carry out the mission of the public employer as governmental unit.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement ensuing agreements shall remain the exclusive function of the Employer.

## **ARTICLE 26 STEWARDS**

**Section 1.** The Trustees recognize the right of the Union to appoint one (1) job steward and in their absence one (1) alternate per shift. The authority of the job stewards and alternates shall be limited to, and not exceed, the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of this agreement.
- B. The transmission of information and messages which originate with, and are authorized by, the Local Union or its officers.

**Section 2.** Stewards and/or alternates have no authority to take strike action, or any other action, or any other action interrupting the Trustees' business.

**Section 3.** Stewards, during normal working hours, shall be permitted to investigate, present, and process grievances on the premises of the Trustees without loss of pay, provided it does not interfere with or impede the business of the Township or its employees.

**ARTICLE 27**  
**HOURS OF WORK / OVERTIME**

**Section 1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or from establishing part-time positions. Before changing the work schedule of any employee(s), the Employer will consult with the employees affected and provide at least a fourteen (14) calendar day advance notice. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 2.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours with a half hour paid lunch period for each eight (8) scheduled hours worked. The work week shall be computed between 12:01 a.m. on Saturday of each calendar week and at 12:00 o'clock midnight the following Friday.

**Section 3.** When an employee is required by the Employer to work more than forty (40) hours in a week or more than eight (8) hours in a work day, as defined in Section 2 above, he shall be paid overtime pay for all time worked in excess of the forty (40) hours or eight (8) hours per day. Overtime pay shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate of pay.

**Section 4.** Each employee of the bargaining unit shall be granted a one-half (1/2) hour paid lunch meal period during each regular work shift as scheduled by the immediate supervisor.

**Section 5.** Each employee shall be granted a ten (10) minute rest period with pay, which will be scheduled whenever practical, approximately midpoint in the first one-half of the employee's regular work shift. Employees shall also be granted a ten (10) minute rest period midpoint in the second half of the employee's regular work shift. Employees who extend their rest periods shall be subject to disciplinary action. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken. The rest period may not be scheduled immediately before or after the employee's scheduled lunch period.

**Section 6.** Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

**ARTICLE 28**  
**HOLIDAYS**

**Section 1.** All full-time employees covered under this agreement shall be entitled to the following holidays:

New Year's Day	Labor Day	Columbus Day
Martin Luther King Day	Presidents' Day	General Election Day
Good Friday	Veterans Day	Memorial Day
Thanksgiving Day	Independence Day	Christmas Day

**Section 2.** In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 3.** Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above, when no work is performed on such holiday. Holidays shall be of twenty-four (24) hour duration.

**Section 4.** Any work performed by an employee on any one of the days listed in Section 1 that is an emergency or presence required situation will be paid at the holiday rate of two (2) times over the regular rate of pay.

**Section 5.** For full-time employees covered by this agreement to receive holiday pay for those days listed in Section 1, the employee must work his scheduled day preceding the holiday and his scheduled day succeeding the holiday, except if excused due to funeral leave and/or vacation.

**ARTICLE 29**  
**VACATION LEAVE**

**Section 1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation</u></b>
1 year through 5 years	80 hours
6 years through 10 years	120 hours
11 years through 15 years	160 hours
16 years through 20 years	200 hours
21 years and over	240 hours

Such vacation leave shall be accrued to employees at the following rates:

**Annual Vacation Entitled To**

**Credited Per Period**

80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.2 hours

Effective January 1, 2007, and/or January 1 thereafter, full-time employees who have completed the one (1) year of service shall be credited their individual vacation amount for that calendar year. In the event an employee uses vacation leave that has been credited/advanced, but not earned, and said employee leaves the employment of the Employer for any reason prior to earning the amount used, the employee shall reimburse the Employer all monies paid for such leave. Reimbursement to the Employer shall be made based on the following schedule:

1. employee's regular paycheck;
2. Article 18, Conversion of Unused Sick Leave, when applicable;
3. employee submitting payment (cash or check) to the Employer.

**Section 2.** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of full-time employment with the Employer.

**Section 3.** Vacation leave requests for five (5) consecutive work days or more for the current calendar year shall be submitted at least thirty (30) calendar days prior to the requested date. Vacation leaves shall be awarded based on seniority and in accordance to the workload requirements as determined by the Employer, and such schedules shall not be arbitrarily adjusted to deny employee's vacations or to cancel vacations.

**Section 4.** Vacations may be taken in minimum increments of one (1) regular scheduled work day. Should an employee request vacation leave of one (1) regularly scheduled work day increment, such requests are subject to prior approval of the Employer and must be given at least twenty-four (24) hours prior to the date requested.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency.

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

**Section 5.** Once the vacation had been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

**Section 6.** Days specified as holidays in the agreement shall not be charged to an employee's vacation leave.



**Section 7.** An employee is entitled to compensation at his current rate of pay for the prorated portion of any earned but unused vacation leave to his credit at time of separation.

**Section 8.** In the case of the death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

**Section 9.** Full-time employees covered by this agreement, after one (1) year of service with the department, shall be granted three (3) days/twenty-four (24) hours paid personal leave for each year (January to December). Effective January 1, 2007, and each year thereafter, a total of four (4) days/thirty-two (32) hours of paid personal leave for full-time employees shall be granted. Written application for use of personal leave must be submitted by the employee to the Employer/designee at least twenty-four (24) hours in advance of the requested date. Personal leave will be granted if the work schedules permit said usage, as determined by the Employer. Unused personal leave shall be non-cumulative.

**Section 10.** In the event a part-time employee of the Township becomes a full-time employee, the amount of time such employee has actually worked shall be used in computing vacation leave. Actual work time shall be computed on a prorated basis. The provisions of Section 2 herein shall apply.

#### **ARTICLE 30**

#### **HEALTH AND SAFETY / PROTECTIVE CLOTHING**

**Section 1.** Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide safe working conditions and working methods for its employees. The employees accept the responsibility to maintain tools, equipment, and work areas in a safe and proper manner, and accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the Road Superintendent as soon as said unsafe working conditions are known. The Superintendent shall inform the Employer/designee of the situation at the earliest practicable opportunity; however, in no event will such transfer of information exceed two (2) work days from the incident. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by employees.

**Section 2.** If an employee has justifiable reason to believe that his safety and health are in danger due to an unsafe working condition, or unsafe equipment, he shall inform the Employer who shall have the responsibility to determine what action, if any, should be taken including whether or not the job should be shut down.

**Section 3.** The Employer shall provide full-time employees in this agreement work clothing suitable for the duties of the position. "Clothing suitable for the duties of the position" shall include work shirts (with Bazetta Township identification), work pants, and coveralls on an as-needed basis, as determined by the Employer.

The Township shall provide for each full-time employee and replace for normal wear and tear, as determined by the Employer, the following articles of equipment:

- Boots – knee length construction type
- Rubber / work gloves
- Fluorescent vest
- Hard Hat
- Non-prescription eye protection
- Ear protection
- Rain Gear

All employees shall be required to wear the above-referenced items when performing the duties and responsibilities that necessitate said items. Failure to utilize such items when required or directed by the Employer/designee shall result in disciplinary action.

All items provided above remain the property or in the control of the Employer and are only to be used in accordance with the departmental work rules. All items shall be returned to the area designated by the Employer upon completion of the duties that require such protective clothing as well as upon termination of employment. Failure to return such items as provided above shall result in disciplinary action, including termination.

**Section 4.** On the first paycheck in December of each year, the Employer will pay each full-time employee a clothing allowance of eight hundred and seventy-five dollars (\$875.00).

### **ARTICLE 31 HOSPITALIZATION / BENEFITS**

**Section 1.** During the term of this agreement, the Employer shall provide hospitalization, prescription, dental, vision, life insurance, and accidental death and dismemberment coverage to full-time employees effective the sixty first (61) day of employment.

The Employer may offer such coverage, as described above, through one (1) or more carriers / plans. Eligible employees may enroll in the plan of their choice during the applicable enrollment period.

The Employee shall contribute the following monthly contribution towards the premium costs of the applicable plan:

<b><u>Plan</u></b>	<b><u>Employees Monthly Contribution</u></b>
<b><u>Ohio Insurance Services</u></b>	
Employee Only	\$30.00
Family	\$70.00

## Teamsters Health & Welfare

"The Employees (Teamsters) reserve the right to re-open this Agreement to negotiate with the Employer for the remaining two (2) years regarding Employer's participation in the multi-employer Teamsters Health and Welfare Fund to provide health care insurance coverage for bargaining unit employees to address the potential for cost savings to the Employer through the multi-employer Teamsters Health and Welfare Fund that may be become available at the changing economic conditions during the term of the agreement, including pending changes under the Affordable Care Act, and occurs through the mutual assent of the parties.

In order for the right to re-open negotiations regarding Employer's participation in the multi-employer Teamsters Health and Welfare Fund to provide health care insurance coverage for bargaining unit employees,

1. Employer's participation in the Teamsters Health and Welfare Fund shall provide an annual cost savings to the Employer in a minimum of \$10,000.00
  - a. If the savings to the Employer meet or exceed the \$10,000.00 threshold described above, Employees shall be entitled to participate in the annual savings through a distribution of fifty percent (50%) of the total annual savings actually accrued to the Employer. Said fifty percent (50%) shall be divided equally as a one-time bonus payment made by the Employer to all full time bargaining unit employees who participated in the health insurance program, with a maximum fifty percent (50%) pay, out of \$10,000.00, based on actual annual savings determined at the end of the annual participation period.
  - b. Any tax consequences to the full time bargaining unit employees as a result of any bonus payment shall be full responsibility of said employee. Employees should consult a tax professional regarding any questions concerning the bonus payment.
2. If contribution rates for participation in Teamsters H&W rise to a higher rate than the township pays for its other full-time employees or greater than the summary plan benefits with Teamsters H&W, the bargaining unit members may vote to remain in the Teamsters H&W and pay the difference between the cost of the plans up to a maximum of 10% of the total cost, but not more than the difference between the two plans. In the alternative, the bargaining unit member may choose to participate in the Township's current health care plan.

## **ARTICLE 32** **EXPENSE REIMBURSEMENT**

**Section 1.** During the term of this agreement, the Employer shall reimburse full-time employees who are required to have CDL the entire cost for fees paid to successfully renew their CDL. Eligible employees shall provide a receipt of payment to the Employer for such reimbursement; it is understood the reimbursement described herein is payable one during the term of the agreement.

**Section 2.** Bargaining unit employees who are required to use their private vehicles to perform Township duties and responsibilities shall be reimbursed mileage at the applicable IRS rate. Employees must receive prior written authorization to use their vehicles in those instances described herein. Further, the employee shall provide the Employer/designee written verification of such travel in order to qualify for such reimbursement.

**Section 3.** Any employee suffering damage to the following personal property while in the service of the Township shall be compensated for the replacement of such items as follows:

Watch	up to a maximum of \$50.00
Eyeglasses	up to a maximum of \$50.00
Sunglasses	up to a maximum of \$50.00
Wedding Ring	up to a maximum of \$100.00

**ARTICLE 33**  
**WAGES**

**Section 1.** Effective the first full pay period following the dates noted below, bargaining unit employees shall receive the applicable percentage increases to their hourly rate(s) of pay:

<u>Classification</u>	<u>Current Rate</u>	<u>1/1/15</u> 2.5%	<u>1/1/16</u> 2.5%	<u>1/1/17</u> 2.5%
Superintendent	\$28.97	\$29.69	\$30.43	\$31.19
Asst. Superintendent	\$21.09	\$21.62	\$22.16	\$22.71
Mechanic	\$21.09	\$21.62	\$22.16	\$22.71
Equipment Operator	\$18.51	\$18.97	\$19.44	\$19.93
Equip Op Entry Level	\$17.61	\$18.05	\$18.50	\$18.96
Truck Driver	\$17.07	\$17.50	\$17.94	\$18.39
Laborer (Full-Time)	\$15.26	\$15.64	\$16.03	\$16.43
Laborer (Part-Time)	\$10.99	\$11.26	\$11.54	\$11.83
Clerical	\$18.14	\$18.59	\$19.05	\$19.53

**Section 2.** Bargaining unit employees hired after the effective date of the agreement shall be paid a starting probationary rate of eighty-five percent (85%) of the hourly rate of pay in effect at the time the individual begins employment with the Employer. Upon completion of each two (2) month period in the probationary period, such employee shall receive a five percent (5%) increase. Upon successful completion of the individual probationary period, the employee shall be compensated at the rate of pay in effect for the classification in which the employee performed the work.

**Section 3.** Bargaining unit employees shall receive their paychecks on a bi-weekly basis, with pay days of Friday. Any shortage in regular pay, overtime pay, or paychecks will be paid within five (5) working days, provided the Fiscal Officer is available.

**Section 4.** During the thirty (30) calendar day period prior to the first anniversary date of this agreement, either party may reopen the agreement for the purpose of negotiating hourly rates of

pay and hospitalization. A notice of intent to reopen negotiations filed by the party requesting such re-opener shall be sent, certified mail, to the opposite party. In addition, a copy of such intent shall be sent to the State Employment Relations Board (SERB). The negotiations shall be in accordance with ORC 4117.

**Section 5.** All bargaining unit employees will receive a one-time signing bonus of \$1500.00 dollars payable in January of 2015.

**ARTICLE 34**  
**LONGEVITY**

**Section 1.** In addition to an employee's base pay as provided in Article 33, Wages, each full-time employee shall receive longevity pay of five cents (\$0.05) per hour for all hours worked, based upon years of service as defined in Article 12.

**Section 2.** In order to be eligible for longevity pay, employees hired after the execution of this agreement must complete five (5) years of continuous service with the Employer.

**ARTICLE 35**  
**ALCOHOL AND DRUG TESTING POLICY**

**Section 1.** The Township's current Drug Free Work Place policy shall be incorporated herein by reference and attached hereto.

**ARTICLE 36**  
**TEMPORARY LIGHT DUTY**

**Section 1.** The Township's current temporary light duty policy shall be incorporated herein by reference and attached hereto. It is understood and agreed that a full-time bargaining unit employee shall be eligible to participate in the Township temporary light duty program only for illness and/or injury occurring while performing actual Township work-related duties.

**ARTICLE 37**  
**AMERICANS WITH DISABILITIES ACT**

**Section 1.** The Employer and the Union agree that the parties are obligated to comply with the applicable provisions of the Americans with Disability Act (ADA).

**ARTICLE 38**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement shall be in effect as of January 1, 2015, and shall remain in full force and effect through December 31, 2017 unless otherwise terminated as provided herein.

**Section 2.** If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no later than sixty (60) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

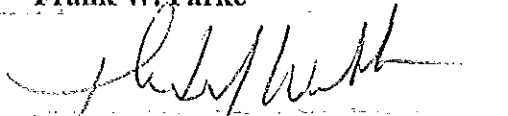
**SIGNATURE PAGE**

Entered into and signed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**FOR THE BAZETTA  
TOWNSHIP TRUSTEES**

  
\_\_\_\_\_  
Paul Hovis, Chairman

\_\_\_\_\_  
Frank W. Parke

  
\_\_\_\_\_  
Theodore J. Webb, Trustee

**FOR TEAMSTERS LOCAL 377**

\_\_\_\_\_  
Rich Sandberg, President / BA

\_\_\_\_\_  
Gregg Shadle, BA

\_\_\_\_\_  
Ralph "Sam" Cook, Secretary Trs.

\_\_\_\_\_  
Marcus Tempesta

**BAZETTA TOWNSHIP TRUSTEES  
SPECIAL MEETING MINUTES**

Date: February 26, 2015 at 6:30pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:  
Vice Chairman Trustee Paul Hovis  
Trustee Frank Parke  
Fiscal Officer Rita K. Drew

- Trustee Webb has been in the hospital recently and was unable to attend tonight's meeting - the below agreements will be taken to him for his signature of approval

**074-15** To approve the attached *Renewal and Amendment to Agreement Fowler-Bazetta Water Service Agreement.*

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

**075-15** To recess into Executive Session at 6:32pm to discuss collective bargaining matters, per ORC §121.22(G).

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

**076-15** To reconvene from Executive Session at 7:37pm with no action taken.

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

**077-15** To approve the attached *Agreement between the Bazetta Township Board of Trustees and the International Association of Firefighters Local 3703.*


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

**078-15** To adjourn the meeting at 7:39pm.

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

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

Dated: 03-02-15

  
\_\_\_\_\_  
Approved by: Vice Chairman Trustee Paul Hovis

Dated: 03-02-15

RENEWAL AND AMENDMENT TO AGREEMENT  
FOWLER-BAZETTA WATER SERVICE AGREEMENT

THIS AGREEMENT entered into this 15<sup>th</sup> day of January, 2015, by and between BAZETTA TOWNSHIP BOARD OF TRUSTEES, TRUMBULL COUNTY, OHIO, (Hereinafter the "Township"), BOARD OF TRUMBULL COUNTY COMMISSIONERS, (Hereinafter the "County") and the CITY OF WARREN, OHIO, (Hereinafter the "City"), political subdivisions in the State of Ohio, created and existing under the laws of the State of Ohio.

**WITNESSETH:**

WHEREAS, the Township and the City desire to enter into an agreement relative to the City's supplying of water to the Bazetta Township Fire Station located on State Route 305 Hereinafter the "Station"); and

WHEREAS, the City and the County entered into a Water Service Agreement effective February 3, 1994 and known as the Folwer-Bazetta Townships Water Service Area.

WHEREAS, the terms of said Agreement was for twenty (20) years.

WHEREAS, it is the desire of the City and the County to renew said Agreement under the same terms and conditions, except noted below, for another twenty (20) years from the effective date of this Renewal.

WHEREAS, the only change to the existing service area will be the re-defining of said service area to encompass and include the area described herein in Exhibit A, which is attached hereto and incorporated into this agreement.

WHEREAS, the Station is now within the Service Area.

WHEREAS, the City owns, operates and maintains a public water system to provide for a public water supply and fire protection for the Township through the Agreement; and

WHEREAS, the City has an adequate supply of water and is willing and desires to supply water to the Station and the County agrees to expand said Agreement to accommodate the Fire Station.

NOW, THEREFORE, in consideration of the promises and mutual covenants hereinafter set forth, and for other good and valuable consideration, the City, Township and County hereby agree as follows:

This agreement relates to the Station only. A true and accurate copy of the engineering drawings for the Station is attached hereto as "Exhibit A" and incorporated herein, for all purposes, as if fully rewritten.



**TOWNSHIP promises and agrees:**

- 1) To construct and install at its own expense all water lines and appurtenances necessary to supply water to the Station. Any water lines and appurtenances which may be hereafter constructed in connection with the water distribution system to the Station shall conform to the then standards of construction maintained by the City and County and the plans and specifications, which shall be approved by the City and County before construction commences, and the work during construction shall at all times be subject to the review and approval of the City and County or their duly authorized representatives. All plumbing to these water lines shall conform to the City's then ordinances, rules and regulations, and shall be inspected by the City Plumbing Inspector or his duly authorized representative.
- 2) That any part of the distribution system to be hereafter constructed by and for the Station shall not parallel any water mains now maintained and serviced by the City or the County.
- 3) To purchase all water to be used by the Station from the City, but subject to limitations hereinafter provided.
- 4) To become a customer of the City and to pay for the water purchased at the City's outside rates in effect from time to time, (which is 150% of the inside City rate)
- 5) To adopt and enforce rules and regulations relative to the construction, maintenance, protection and operation of the water distribution system for the Station, which shall be consistent with those in force from time to time under the ordinances, rules and regulations of the City.
- 6) The Township recognize and agree that the General Plan of the County for future water distribution calls for the installation of a 16" water line adjacent to State Route 5 (Elm Road) into the Township. At the time the said 16" water line is completed by the County, the Township, at its sole cost and expense, shall disconnect from its then existing water line with the City; valve off the and abandon its 8" feed from Timber Creek; connect to the County's line, and thereafter become a customer of the County. At this time the service area will then be amended through new exhibit showing area reverting to County Service Area and this Agreement will then become null and void.

**THE CITY promises and agrees:**

- 1) To supply, sell and deliver to the Township at the metering point hereinafter mentioned such amounts of surplus water as shall be available and required by the

Township to meet all water requirements for the Station, but not to exceed a rate of Two Hundred Fifty Thousand (250,000) gallons per day, based on the yearly average. Any increase in such limitation shall be subject to negotiation and evidenced by written agreement supplemental hereto.

- 2) To supply water of a quality approved by the appropriate governmental agency(ies) of the same quality as that supplied to the City.
- 3) The City will provide the monthly water consumption's reports of the Station to the County for the purposes of sanitary sewer billings.
- 4) The City...(See #6 above)

IT IS FURTHER MUTUALLY AGREED by and between the parties to this agreement that the Township shall be granted equal service and privileges as are the consumers within the City, but that in the event that any now unforeseen circumstances during the term of this agreement should hereafter cause a water shortage to the City, the Station shall make the same regulations and institute the same practices to conserve water and avoid unnecessary use and waste, as are established within the City. In the event of serious damage to reservoirs or pumping facilities or other emergencies, the City shall then have the right and authority to shut off temporarily the water supply to be provided hereunder to the Station without notice; and any suspension of water service or inadequacy of water pressure for any of the foregoing causes shall in no case render the City liable for damages to any person, firm, corporation, or governmental body.

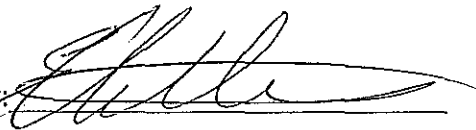
IT IS FURTHER MUTUALLY AGREED by and between the parties to this agreement that bills for the water purchased by the Township as measured through metering shall be rendered by the City monthly and shall be paid by the Township within twenty-one (21) days from the date of each such billing. Should the meter at any time become inoperative, the bill for such time as the meter is out of service shall be based on estimated quantity as determined from previous billings for the like period.

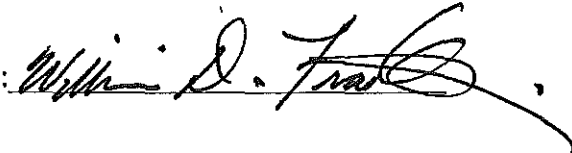
IT IS FURTHER MUTUALLY AGREED by and between the parties that the Township hereby binds itself to indemnify and to save and hold harmless the City, its agents, its officers, and its employees from and upon all suits or actions of any name or description whatsoever brought against the City, its agents, its officers or its employees for or on account of any injuries or damages received or sustained by any party or parties in the repair, construction, service, operation, or maintenance of those water lines and appurtenances of the Township and the Station for which the Township is responsible.

IT IS FURTHER MUTUALLY AGREED by the Township, the City and the County that this agreement shall be in force and effect from and after the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, for a period of ten (10) years.

IN WITNESS WHEREOF, we have hereunto affixed our signatures at Warren, Ohio on or before the date upon which this agreement was made and entered into.

CITY OF WARREN, OHIO

By: 

By: 

BAZETTA TOWNSHIP  
BOARD OF TRUSTEES  
TRUMBULL COUNTY

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

By: \_\_\_\_\_  
Trustee

BOARD OF TRUMBULL COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Frank S. Fuda

By: \_\_\_\_\_  
Daniel E. Polivka

By: \_\_\_\_\_  
Mauro Cantalamessa

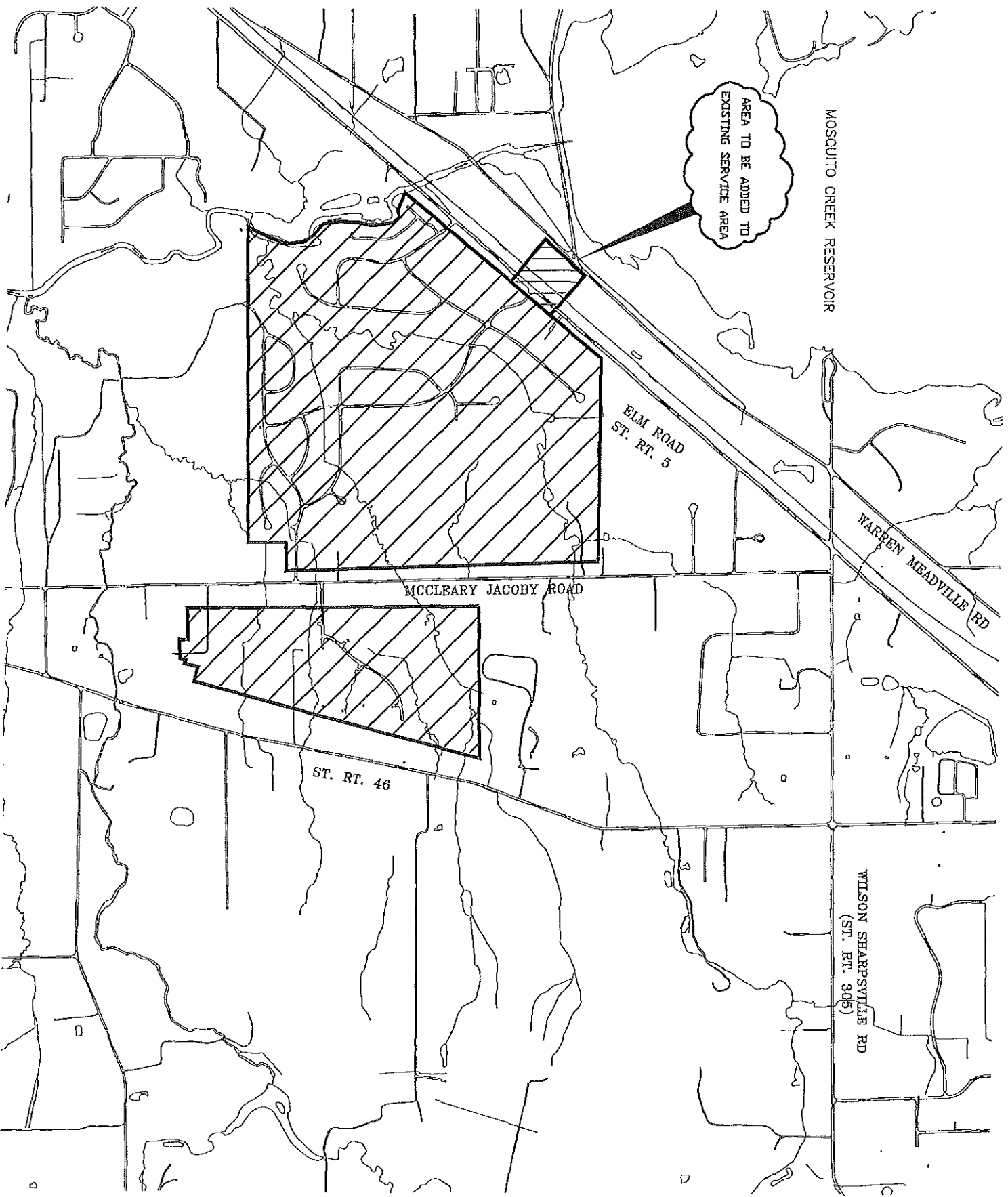
Approved as to form:

\_\_\_\_\_  
Gregory R. Hicks  
Warren City Law Director

\_\_\_\_\_  
James M. Brutz  
County Legal Counsel

Approved as to form:

\_\_\_\_\_  
Mark S. Finamore  
Township Legal Counsel



AREA TO BE ADDED TO EXISTING SERVICE AREA

MOSQUITO CREEK RESERVOIR

ELM ROAD  
ST. RT. 5

MCCLEARY JACOBY ROAD

WARREN MEADVILLE RD

ST. RT. 46

WILSON SHARPSVILLE RD  
(ST. RT. 306)

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: March 16, 2015 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

**090-15** To accept the minutes from the March 2 Regular Meeting.

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

**091-15** 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

**092-15** To adopt the attached *IT Services Cooperative Agreement* with Newton Falls Joint Fire Dept.

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

### Correspondence (Copies available upon request):

- Invitation from Calvary Bible Church to attend a service in honor of those who serve the community

### Administration:

- Nothing to report

### Fire Department:

- See Attached Agenda

**093-15** To authorize the Fiscal Officer to create Receipt Code 10-EC (Fire: Safety Programs) and Appropriation Code 10-A-15C (Fire: Safety Programs).

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

**094-15** To authorize the Fiscal Officer to transfer the following funds.

*\$2,000.00 from Fund 10-A-09 (Fire: Supplies) to 10-A-15C (Fire: Safety Programs)*  
*\$10,000.00 from 10-A-15A (Fire: Future Retirement) to 10-A-10 (Fire: Repairs)*

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

- Trustees asked that Chief Lewis get an additional quote for truck repairs

**095-15** To table the resolution to approve an expenditure not to exceed \$10,000.00 with D&T PM Truck Repair for repairs to hydraulic generator, pump seals, and pump bearings, 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

**096-15** To authorize Chief Hovis to sell the following obsolete police equipment, at a sale price not to exceed \$2,500 per ORC §4513.61.

*2004 Ford Crown Victoria (VIN 7601)*

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

**097-15** To approve the attached One-Time Disposal of Obsolete Records (RC-1) and Records Retention Schedule (RC-2).

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

**098-15** 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.

*2004 Ford Windstar (VIN 1215)*

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

**099-15** To approve an expenditure not to exceed \$4,175.00 with MPH Industries for the purchase of two (2) Bee III Ka-Band Dual Antenna Radar Packages, to be paid from the Police Equipment Fund.

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

- Trustee Webb read the attached letter

**Road Department:**

- Superintendent Parke reported the following
  - Park will open on April 1
  - Cemetery clean up will continue throughout March
  - Nearly completed cold patching township roads

- Trustee Parke commended the department on their work getting the roads patched

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

- Inspector Mills stated the following
  - As the snow melts, the complaints pile up
  - Attended a meeting of the Youngstown Warren Regional Chamber and they are planning to be more aggressive with their efforts

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

- Inspector Mills stated the following
  - The resolution below brings the township into full compliance with respect to our Property Maintenance Code
  - Next Zoning Commission Meeting will be April 1 at 7pm at the Administration Building

**100-15** To adopt the attached *Resolution of the Bazetta Township Trustees adopting the creation of the Property Maintenance Appeals Board in conjunction with the Bazetta Township Board of Zoning Appeals.*

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**Parks & Recreation Board:**

- Trustee Parke reported that the next meeting will be Thursday at 6pm at the Administration Building

**101-15** To establish the third Thursday at 7pm as the meeting time for all future Parks & Recreation Board Meetings.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

- Trustee Parke asked Fiscal Officer Drew if she would inform the Tribune Chronicle of this
  - Fiscal Officer Drew said that she would

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Chief Hovis noted the following
  - He was cleaning old records and found a health insurance bill
  - In 2015, we are paying just \$1,70 more for a family plan than we were paying in 2005
- Trustee Parke commended the committee for all their hard work over the years

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

- None

**Public Comment:**

- None

**102-15** To adjourn the meeting at 7:13pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

**Vote:** Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes



Attested by: Fiscal Officer Rita K. Drew

Dated:

03-17-15



Approved by: Chairman Trustee Ted Webb

Dated:

4/6/15



PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	153.52	VW 1	THE HUNTINGTON NATIONAL BANK	Services Charges
24519	3033.78	VW24519	Ainsley Oil Company	Gas/Diesel
24520	168.00	VW24520	AmeriGas	Service
24521	76.13	VW24521	Advance Auto Parts	Parts
24522	367.03	VW24522	Automotive Distributors Warehouse	Supplies
24523	237.40	VW24523	Brett's Glass Works, Inc.	Supplies/Service
24524	588.00	VW24524	BE SOLUTIONS	Mo Admin Fees
24525	100.00	VW24525	BUD'S TOWING & RECOVERY. LLC	Feb Tows
24526	300.00	VW24526	CITY OF CORTLAND	Lakeview Easter Egg Hunt
24527	1216.74	VW24527	Dominion East Ohio	Service
24528	622.68	VW24528	EASTGATE REGIONAL COUNCIL OF GOVERNMENTS	State Capital Improvement 1
24529	166.95	VW24529	FUSION NETWORK BILLING SYSTEM	Phone System
24530	64.40	VW24530	FINGER LAKES SYSTEM CHEMISTRY	Supplies
24531	256.44	VW24531	Handyman Supply Inc.	Supplies
24532	520.00	VW24532	HALL PUBLIC SAFETY CO.	Service
24533	277.18	VW24533	Lowes Business Account	Supplies
24534	260.00	VW24534	LKQ TRIPLETT	Parts
24535	74.40	VW24535	NEW PIG CORPORATION	Supplies
24536	113.73	VW24536	NAPA AUTO PARTS	Supplies
24537	200.00	VW24537	NORTHSTAR TOWING, INC.	Towing
24538	927.79	VW24538	Orwell Natural Gas	Service
24539	1211.96	VW24539	Physio-Control, Inc.	EMS Contracts
24540	38.95	VW24540	PARR PUBLIC SAFETY EQUIPMENT	Supplies
24541	125.00	VW24541	PENNCARE PUBLIC SAFETY TECHNOLOGY	Supplies
24542	280.00	VW24542	PSYCARE, INC.	Service
24543	380.00	VW24543	RISING REPAIR LLC	Supplies/Repairs
24544	79.75	VW24544	RESPIRATORY CARE PARTNERS, INC.	Supplies
24545	1712.44	VW24545	SOUTHEASTERN EMERGENCY EQUIPMENT	EMS Supplies
24546	300.00	VW24546	SCHULTZ TOWING, INC.	Tows
24547	161.50	VW24547	SOUTHEASTERN EMERGENCY EQUIPMENT	Supplies
24548	1000.25	VW24548	TRUMBULL COUNTY TREASURER	Cold Mix
24549	50.00	VW24549	TREASURER STATE OF OHIO	Service
24550	846.46	VW24550	Verizon Wireless	Service
24551	160.00	VW24551	WARREN FIRE EQUIPMENT, INC.	Supplies
24552	384.64	VW24552	WALMART BUSINESS/SYNCB	Supplies
24553	450.10	VW24553	Time Warner Cable-Northeast	Service
24554	3611.34	VW24554	BE SOLUTIONS	Claims Runs
24555	2375.00	VW24555	Scott W. Gubanyar	Clothing Reimbursement
24556	2375.00	VW24556	AARON S. HANSON	Clothing Reimbursement
24557	2375.00	VW24557	Michael Mannella	Clothing Reimbursement
24558	2375.00	VW24558	Thomas S. Rink	Clothing Reimbursement
24559	2375.00	VW24559	David A. Walter	Clothing Reimbursement
24560	2375.00	VW24560	Gary W. Walters	Clothing Reimbursement
24561	2375.00	VW24561	Robert A. Wasser	Clothing Reimbursement
24562	2375.00	VW24562	NICOLAS A. WILDMAN	Clothing Reimbursement
24563	2375.00	VW24563	MICHAEL F. WRIGHT	Clothing Reimbursement
24564	12000.00	VW24564	CDW GOVERNMENT	Supplies
24565	47.00	VW24565	PITNEY BOWES	Postage Meter

=====

53938.56

Total Amount of Pending Warrants

BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO

IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT

This agreement is made this 16th day of March 2015, by and between  
Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5,  
Newton Falls Joint  
Cortland, Ohio 44410 and Fire Dept. Township, (hereinafter "Cooperative Agency User")  
whose address is 19 North Canal Newton Falls, Ohio, 44444

**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 16 day of March 2015 and continuing thereafter for a period of one year terminating at the close of business the 15 day of March 2016. 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 with 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:**

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 TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 3/12/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: March 16, 2015 Trustee's  
Cc: File, Fiscal Officer

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting Trustees to approve the following two new line items for the Fire Department. 10-EC (Fire: Safety Programs) would be the receipt code (Money in) and 10-A-15C (Fire: Safety Programs) would be the appropriation code (Money out). Thank you for your consideration of this matter.
2. If you as Trustees approve the creation of the two new line items I am requesting that \$2,000.00 be taken from line item 10-A-09 fire supplies and be placed in 10-A-15C Fire: Safety Programs. This will pay for the fire prevention supplies in October. Thank you for your consideration of this matter.
3. Requesting \$10,000.00 dollars be moved from line item 10-A-15A Future Retirement Expenses to 10-A-10 Repairs. This will be needed to repair the rescue. Thank you for your consideration of this matter.
4. Requesting authorization to have Rescue 11 repaired at cost not to exceed \$10,000.00 from D&T PM Truck Repair. The repairs consist of hydraulic generator, pump seals, and pump bearings. The pump repair is the bulk of the cost approximately \$8000.00 to \$9,000.00. Thank you for your consideration of this matter.

Professionally,  
Dennis Lewis  
Fire Chief

Police Department Agenda for Monday March 16, 2015 Trustee Meeting

Thu 3/12/2015 11:04 AM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

The police department agenda will be as follows for Monday March 16, 2015 trustee meeting

1. To Sell a 2004 Ford Crown Victoria to Interstate Shredding of Youngstown at a price not to exceed \$2500.00 VIN# 2FAFP71WX4X157601.
2. To approve RC-1 and RC-2 Disposal of Obsolete Records and Retention of Records as approved by township Legal Counsel, Bazetta Township Records Commission, Ohio History Connection and auditor of state (Attached).
3. To approve the purchase of two (2) Bee III Radar units from MPH Industries with an additional Antenna at a cost not to exceed \$4175.00 (Quote Attached) to be paid from the Police Equipment Fund.
4. To sell a 2004 Ford Windstar van from the Police Impound lot Vin#2FMZA51403BA01215.

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*



March 5, 2015

Dear Local Government Records Commission:

Enclosed is a copy of the Application for One-Time Disposal (RC-1) and/or the Schedule of Records Retention and Disposition (RC-2).

Please be aware that the Ohio General Assembly changed some of the records management procedures as part of House Bill 153 (the FY2012-2013 state budget). These changes, which took effect on September 29, 2011, include:

- Application for One-Time Disposal (RC-1): Records listed on RC-1 forms will not need to be listed on separate Certificates of Records Disposal (RC-3) forms. Instead these records may be disposed upon receipt of the RC-1 form signed by the State Archives and the State Auditor's Office.
- Schedule of Records Retention and Disposition (RC-2): Records listed on RC-2 forms may be disposed without submitting a Certificate of Records Disposal (RC-3) to the State Archives unless the State Archives has indicated on the RC-2 form that an RC-3 form should be submitted for that particular record series. The State Archives will be noting on the RC-2 form which record series will need to be included on Certificates of Records Disposal and submitted to the State Archives.

Please note that these changes took effect on September 29, 2011 and are therefore only for RC-1 and RC-2 forms approved by records commissions after September 29, 2011. Records that will be disposed according to RC-1 or RC-2 forms approved by records commissions before September 29, 2011 should continue to submit the Certificates of Records Disposal (RC-3 form) to the State Archives.

The State Archives has the following recommendations for local governments as the new procedures are implemented:

- Including a description of the record series on the RC-2 form will assist the State Archives with determining the potential historical value of the records and the need to submit an RC-3 for the records. The description should not only include what type of information is included in the records but also how the records are used by the office.
- If you wish to dispose of a record that is more than 50 years old, please contact the State Archives, even if the retention schedule does not require a Certificate of Records Disposal. While the age of a record is not the only factor that determines historical value, in general records that are 50 years old or older are more likely to have historical value.

- Local governments should still document internally the disposal of their records, even for those series that are not required by the State Archives to be listed on Certificates of Records Disposal (RC-3 forms). Maintaining documentation on the destruction of records will assist in complying with public records requests by showing that records have been legally disposed.

More information on the changes in procedures is available on our website at <http://www.ohiohistory.org/collections--archives/state-archives/lgrp-home/lgrp-new-procedures>

***NOW AVAILABLE:***

The State Archives also offers training workshops on the local government records management forms and disposal process, including the new procedures.

- Two-hour workshop on *“Just the Basics for Ohio Local Governments”* - \$15.00 per person – minimum of \$750.00

Please check the State Archives Local Government Records website at <http://www.ohiohistory.org/collections--archives/state-archives/lgrp-home/lgrp-training> for other training opportunities.

If you have any questions please do not hesitate to contact the Local Government Records Program at 614-297-2553 or [localrecs@ohiohistory.org](mailto:localrecs@ohiohistory.org).

The Ohio Historical Society is now the Ohio History Connection.

Janice Tallman  
State Archives – Administrative Assistant  
Local Government Records Program  
Ohio History Connection  
800 E. 17<sup>th</sup> Avenue  
Columbus, OH 43211-2474



Ohio History Connection  
 State Archives of Ohio  
 Local Government Records Program  
 800 E. 17th Avenue  
 Columbus, Ohio 43211-2474

FEB - 11 2015

STATE AND LOCAL  
 GOVERNMENT USE ONLY

**ONE-TIME DISPOSAL OF OBSOLETE RECORDS (RC-1) – Part 1**

*See instructions before completing this form. Must be submitted with PART 2*

**Section A: Local Government Unit**

**Bazetta Township**

**Police Department**

(local government entity)

(unit)

*[Signature]*  
 (signature of responsible official)

**Rita K Drew**  
 (name)

**Fiscal Officer**  
 (title)

*2/3/2015*  
 (date)

**Section B: Records Commission**

**Bazetta Township Record Commission**

**330-637-8816**

(telephone number)

**3372 State Route 5**  
 (address)

**Cortland**  
 (city)

**44410**  
 (zip code)

**Trumbull**  
 (county)

To have this form returned to the Records Commission electronically, include an email address:

[rdrew@bazettatwp.org](mailto:rdrew@bazettatwp.org)

I hereby certify that our records commission met in an open meeting, as required by Section 121.22 ORC, and approved the schedules listed on this form and any continuation sheets. I further certify that our commission will make every effort to prevent these records series from being destroyed, transferred, or otherwise disposed of in violation of these schedules and that no record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. This action is reflected in the minutes kept by this commission.

*[Signature]*  
 Records Commission Chair Signature

*2-3-15*  
 Date

**Section C: Ohio History Connection - State Archives**

*[Signature]*  
 Signature

*Govt Records Archivist*  
 Title

*2/18/15*  
 Date

**Section D: Auditor of State**

*[Signature]*  
 Signature

*2-27-15*  
 Date

**Please Note: The State Archives retains RC-1 forms for seven years. It is strongly recommended that the Records Commission retain a permanent copy of this form.**

(local government entity)

(unit)

# ONE-TIME DISPOSAL OF OBSOLETE RECORDS (RC-1) – Part 2

*See instructions before completing this form. Must be submitted with PART 1*

## Section I: Table of Records to be Disposed

(1) Schedule Number	(2) Record Title and Description (Inclusive Dates)	(3) Media Type to be disposed	(4) Media Type to be retained	(5) For use by LGRP or Auditor of State
Police 01	Temporary Housing Facility 2005 Records	Paper	None	
Police 02	Organizational Climate Survey December 2007 & 2005	Paper	None	
Police 03	Miscellaneous Money Receipts Books and Ledgers from Public Record Requests Fees	Paper	None	



Ohio History Connection  
 State Archives of Ohio  
 Local Government Records Program  
 800 E. 17<sup>th</sup> Avenue  
 Columbus, OH 43211-2472

OHIO HISTORY CONNECTION

FEB - 0 2015

RECORDS RETENTION SCHEDULE (RC-2) - Part 1

See instructions before completing this form. Must be submitted with PART 2

Section A: Local Government Unit

Bazetta Township

Police Department

(Local government entity)

Rita K Drew

(Unit)

Fiscal Officer

2/3-2015

(Signature of responsible official)

(Name)

(Title)

(Date)

Section B: Records Commission

Bazetta Township Records Commission

330-637-8816

(Telephone number)

3372 State Route 5

Cortland

44410

Trumbull

(Address)

(City)

(Zip code)

(County)

To have this form returned to the Records Commission electronically, include an email address:

[rdrew@bazettatwp.org](mailto:rdrew@bazettatwp.org)

I hereby certify that our records commission met in an open meeting, as required by Section 121.22 ORC, and approved the schedules listed on this form and any continuation sheets. I further certify that our commission will make every effort to prevent these records series from being destroyed, transferred, or otherwise disposed of in violation of these schedules and that no record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. This action is reflected in the minutes kept by this commission.

*[Signature]*

2-3-15

Records Commission Chair Signature

Date

Section C: Ohio History Connection - State Archives

*[Signature]*

Signature

Chief Records Archivist

Title

2/13/15

Date

Section D: Auditor of State

*[Signature]*

Signature

Recs. S. Mgr

Title

3-3-15

Date

Please Note: The State Archives retains RC-2 forms permanently. It is strongly recommended that the Records Commission retain a permanent copy of this form

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

**Police Department**

(Local government entity)

(City)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Require d by LGRP
Police 01	<u>Applications For Employment</u> Paper copies may exist elsewhere.	60 years if employed, others 2 years.	Paper while actively employed. Electronic upon termination of employment		
Police 02	<u>Assignment Schedules</u> Paper copies may exist elsewhere	Until superseded or obsolete	Electronic		
Police 03	<u>Arrestee Log</u> Includes listed names of any Arrestee of any criminal charges of any degree, adult and juvenile unless Court Order deletion or Seal.	Permanent unless ordered permanently deleted and or destroyed or Sealed by Court /Judge Order	Paper to Electronic		<input type="checkbox"/>
Police 04	<u>Arrest Record Files</u> Includes any criminal charges of any degree, adult and juvenile, and or any of the following supportive documents, original or copies pertaining to each individual case; Arrest Sheet, Summons, Citations, Intake Sheet, Use of Force, Driving Record, Criminal History, Voluntary Statement, Miranda Rights, Breathalyzer Results, Laboratory Results, Property Record, Evidence Record, Impounded/Towed Vehicle Documents, Administrative License Suspension, Impaired Driver Report and Statement, Video Recordings, Photographs, Audio Recordings, Merchant Receipts, Domestic Violence Documents, Finger Print Cards, Impounded/Towed Vehicle Documents, Children's Service Reports, Documents/Reports from other Agencies, Pawnshop Receipts, Transcribed Interviews, Crime Scene Log, Bomb Threat Check List and any Investigatory and Miscellaneous Documents.	Permanent unless ordered permanently deleted and or destroyed or Sealed by Court /Judge Order	Paper & Electronic		<input type="checkbox"/>
Police 05	<u>Block Watch Program</u> Includes documents submitted by the Block Watch Group to the Police Department.	1 Year or until Superseded or Obsolete	Paper		
Police 06	<u>Building Maintenance Records</u> May include maintenance documents of purchases, repairs or replacements, original or copies. Paper or electronic copies may exist elsewhere.	Until turned into Fiscal Officer	Paper to Electronic		<input type="checkbox"/>



## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

**Police Department**

(Local government entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
Police 07	<b><u>Business Contact Information</u></b> Includes original or copies of businesses contact information of businesses in the Township. Includes owner's names, contact names, phone numbers, address, and security information.	Until superseded or obsolete	Paper to Electronic		<input type="checkbox"/>
Police 08	<b><u>Citizen Complaints</u></b> A paper complaint completed by a citizen and turned into the Chief of Police for review. Paper or electronic copies may exist elsewhere.	Valid Complaints 7 years. Complaints found not to be valid 3 years.	Paper to Electronic		<input type="checkbox"/>
Police 09	<b><u>Correspondence</u></b> Messages sent and received by any media including letters, memoranda, faxes, e-mail messages, misc. communications, etc	Retain according to content, ensure metadata retained.	Any type of media.		
Police 09 (A)	<b><u>Transient</u></b> Communications which convey information of temporary importance in lieu of oral communication (i.e. drafts, meeting notices, etc.) Referral letters, requests for routine information or publications provided to the public by an agency which are answered by standard form letters.	Until no longer of administrative value.	Any type of media.		
Police 09 (B)	<b><u>General</u></b> Requests for information pertaining to interpretations and other miscellaneous inquiries; informative - does not attempt to influence policy. Including copies of outgoing correspondence maintained for reference purposes.	Retain according to content, ensure metadata retained, or until no longer of administrative value	Any type of media.		
Police 09 (C)	<b><u>Substantive</u></b> Correspondence of the head and the executive staff of an agency dealing with significant aspects of the administration of the office. Includes information concerning agency policies, procedures, program, fiscal and personnel matters.	Retain according to content, ensure metadata retained, or until no longer of administrative value	Any type of media.		<input checked="" type="checkbox"/>
Police 10	<b><u>Custody Disputes</u></b> Civil Complaint Forms completed by Complainant(s) Paper copies may exist elsewhere.	5 years	Paper		<input type="checkbox"/>
Police 11	<b><u>Daily Mileage Logs</u></b>	1 year paper then to	Paper to		

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

**Police Department**

(Local government entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Required by LGRP
Police 12	Paper logs of mileage and fuel completed by individual Officers <b><u>Dispatch Logs ( 911 Logs)</u></b> Pre-2012	electronic for 5 years 5 years	Electronic Paper to Electronic		<input type="checkbox"/>
Police 13	<b><u>Dispatch Logs ( 911 Logs) Electronic</u></b> 2012 through current Paper copies may exist elsewhere.	5 years	Electronic		<input type="checkbox"/>
Police 14	<b><u>Domestic Violence Reporting</u></b> An electronic monthly summary printed out, completed by Record Administrator then electronically submitted to the Bureau of Criminal Identification & Investigation on a monthly schedule.	3 years	Paper to Electronic		<input type="checkbox"/>
Police 15	<b><u>Expunged Records</u></b>	Disposed of according to Court/Judge Order	Paper and Electronic		<input type="checkbox"/>
Police 16	<b><u>Tax Journals</u></b>	1 year	Paper		<input type="checkbox"/>
Police 17	<b><u>Firearms Records and Inventory</u></b> Paper or electronic copies may exist elsewhere.	Permanent	Paper to Electronic		<input type="checkbox"/>
Police 18	<b><u>Front Office Schedule</u></b>	1 year	Paper to Electronic		<input type="checkbox"/>
Police 19	<b><u>Fuel Analysis</u></b> Yearly fuel cost/expense comparison. Paper copies may exist elsewhere.	1 year	Electronic		<input type="checkbox"/>
Police 20	<b><u>Garage Repair Orders</u></b> Repair orders for Police Vehicles. Paper copies may exist elsewhere.	Until Vehicle is disposed of.	Paper to Electronic		<input type="checkbox"/>
Police 21	<b><u>Grants</u></b> Including documentation used to calculate the amount, expenditures, invoices and use of monies. Includes Local, State and Federal Grants. Paper or electronic copies may exist elsewhere.	6 years or until no longer of fiscal or administrative value.	Paper to Electronic		<input type="checkbox"/>

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

(Local government entity)

**Police Department**

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Require d by LGRP
Police 22	<p style="text-align: center;"><b><u>Impound Files</u></b></p> <p>Impound files may include the original or copies of the following; Incident or Offense Reports, Timeline Log of Events, Impound Invoice, Odometer Statement, Unclaimed Vehicle Affidavit, Thirty Day Notification letter, Vehicle Inventory Log, Vehicle Inquiry Results, Vehicle Registration, Power of Attorney, Title, Title Application, Certified Mailing Documents, CDs, Copy of payment of fees. Paper or electronic copies may exist elsewhere.</p>	Until merged with Incident, Offense, Traffic Crash, or Arrest Report and appropriate documents have been forwarded to the Fiscal Officer.	Paper and Electronic		<input type="checkbox"/>
Police 23	<p style="text-align: center;"><b><u>Impound Inventory Log</u></b></p> <p>Monthly to Yearly compilation of all impounded vehicles, impound date, year, make, model, color, owner, driver, tow company, storage fee, tow fee, administration fee and miscellaneous administrative information. Paper copies may exist elsewhere.</p>	10 years	Electronic		<input type="checkbox"/>
Police 24	<p style="text-align: center;"><b><u>Impound Lot Record Files</u></b></p> <p>May include some or all of the following original or copied documents; Fence purchase, Maintenance, Replacement, Policy, Procedures, Tow Contracts, Tow Company current Proof of Insurance, Legal opinions, Tinting Documents, Ohio Department Of Safety Compliance. Paper or electronic copies may exist elsewhere.</p>	5 years	Paper until Electronic		<input type="checkbox"/>
Police 25	<p style="text-align: center;"><b><u>Incident Reports Electronic</u></b></p> <p style="text-align: center;">(Ohio Uniform Incident Report)</p> <p>Electronically documented information and events of calls, complaints and investigations. Paper copies may exist elsewhere.</p>	Indefinite	Electronic		<input type="checkbox"/>

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

(Local government entity)

**Police Department**

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Require d by LGRP
Police 26	<p style="text-align: center;"><b><u>Incident Files</u></b></p> <p>May include the following original or copied documents that pertain to each individual case. Driving Record, Criminal History, Voluntary Statement, Miranda Rights, Breathalyzer Results, Laboratory Results, Property Record, Evidence Record, Impounded/Towed Vehicle Documents, Administrative License Suspension, Impaired Driver Report and Statement, Video Recordings, Photographs, Audio Recordings, Merchant Receipts, Domestic Violence Documents, Fingerprint Cards, Impounded/Towed Vehicle Documents, Children's Service Reports, Documents/Reports from other Agencies, Pawnshop Receipts, Transcribed Interviews, Use of Force, Crime Scene Log, Bomb Threat Check List and any Miscellaneous Documents. Paper or electronic copies may exist elsewhere.</p>	Indefinite	Paper to Electronic		<input type="checkbox"/>
Police 27	<p style="text-align: center;"><b><u>Incident Report Number Log</u></b></p> <p>A sign-out log of chronological numbers for assigning to Uniform Incident Reports.</p>	Indefinite	Paper to Electronic		<input type="checkbox"/>
Police 28	<p style="text-align: center;"><b><u>Inventory Control log</u></b></p> <p>List of all Police Department equipment, supplies, furniture, electronics and miscellaneous items used in the operation of the Police Department. Paper or electronic copies may exist elsewhere.</p>	10 Years	Paper to Electronic		<input type="checkbox"/>
Police 29	<p style="text-align: center;"><b><u>Investigation Log</u></b></p> <p>List of current investigations includes date of origin and date of closure.</p>	Until superseded or obsolete	Paper to Electronic		<input type="checkbox"/>
Police 30	<p style="text-align: center;"><b><u>LEADS/NCIC Confirmations</u></b></p> <p>Requests by the Dispatch Center to confirm the status of items currently entered by this agency.</p>	1 year	Paper to Electronic		<input type="checkbox"/>
Police 31	<p style="text-align: center;"><b><u>LEADS/NCIC Log</u></b></p> <p>A continual list of items entered by this agency.</p>	Until Superseded	Paper to Electronic		<input type="checkbox"/>
Police 32	<p style="text-align: center;"><b><u>Local Emergency Planning Committee (LEPC)</u></b></p> <p>Emergency plans and procedures Paper copies may exist elsewhere.</p>	Until superseded or obsolete	Paper to Electronic		<input type="checkbox"/>
Police 33	<p style="text-align: center;"><b><u>Liquor/Fireworks Permit</u></b></p>	2 years	Paper		<input type="checkbox"/>

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

See instructions before completing this form.

Sazetta Township

(Local government entity)

Police Department

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Require d by LGRP
Police 34	<u>Mailing List</u> Current list of businesses or individuals names and addresses used in correspondence. Paper copied may exist elsewhere.	Until superseded, or obsolete	Electronic		<input type="checkbox"/>
Police 35	<u>Master Name Index</u>	Permanent	Electronic		<input checked="" type="checkbox"/>
Police 36	<u>Monthly Activity</u> Paper copies may exist elsewhere.	1 year until merged into year activity.	Paper to electronic		<input type="checkbox"/>
Police 37	<u>NIBRS/OIBRS Extracts</u> Electronically generated monthly statistics submitted to the Ohio Department Of Public Safety.	2 Years	Electronic		<input type="checkbox"/>
Police 38	<u>Officer Take Home Cruiser Comparables</u> Cost analysis Paper copies may exist elsewhere.	1 year	Electronic		<input type="checkbox"/>
Police 39	<u>Orders of Protection</u> Includes Temporary/Civil Orders.	Upon expiration or Court Order	Paper		<input type="checkbox"/>
Police 40	<u>Payroll</u> Bi-weekly pay records documenting hours worked by employees including time off requests. Paper copies may exist elsewhere.	60 years	Paper to Electronic		<input type="checkbox"/>
Police 41	<u>Personnel Files</u> May include the following; Application, Background Investigation, Psychiatric Evaluation, Driving Record, Diplomas, Certifications, Qualifications, Oath and Commission of Office, Performance Evaluation, Commendations and miscellaneous documents.	60 years	Paper while actively employed. Electronic upon termination of employment.		<input type="checkbox"/>
Police 42	<u>Photographs</u> Pertaining to documentation of any type of police report. Paper or electronic copies may exist elsewhere.	Subject to the retention schedule of the record of association.	Paper to/or Electronic		<input type="checkbox"/>
Police 43	<u>Police Labor Contracts</u> Paper copies may exist elsewhere.	Until superseded	Paper		<input type="checkbox"/>
Police 44	<u>Policy and Procedure Manual</u> Paper copies may exist elsewhere.	Until superseded	Electronic		<input type="checkbox"/>

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

(Local government entity)

**Police Department**

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Require d by LGRP
Police 45	<b><u>Police Vehicle Records</u></b> May include the following documents; Purchase or Lease agreement, Repair/Replacement Invoice and other miscellaneous documents. Paper copies may exist elsewhere.	Until vehicle is disposed of.	Paper to Electronic		<input type="checkbox"/>
Police 46	<b><u>Senior Watch Applications</u></b> Paper copies may exist elsewhere.	Until superseded or obsolete	Paper to Electronic		<input type="checkbox"/>
Police 47	<b><u>Senior Watch Call Log</u></b> A continual log documenting telephone calls to or from seniors watch participants.	Until superseded or obsolete	Electronic		<input type="checkbox"/>
Police 48	<b><u>Special Events</u></b> Documents pertaining to the function of a special event.	1 year or until submitted to Fiscal Officer	Paper or Electronic		<input type="checkbox"/>
Police 49	<b><u>Staff Schedule</u></b> An electronic Scheduling Application where the Police Officer's Daily work schedule is recorded. Is available by day, weeks, months, or yearly. Paper copies may exist elsewhere.	1 Year	Electronic		<input type="checkbox"/>
Police 50	<b><u>Subpoenas</u></b>	Until Expired	Paper to Electronic		<input type="checkbox"/>
Police 51	<b><u>Supply Orders</u></b>	1 year	Paper to Electronic		<input type="checkbox"/>
Police 52	<b><u>Telephone Logs</u></b> Daily calls received list, Includes, time, name of caller, phone number, nature of call or to who the call is intended. Paper copies may exist elsewhere.	2 years	Paper to Electronic		<input type="checkbox"/>
Police 53	<b><u>Traffic Citations</u></b> Summons to court listing Traffic violation(s)	5 years	Paper or Electronic		<input type="checkbox"/>
Police 54	<b><u>Traffic Crash Log</u></b> A sign-out log of chronological numbers for assigning to Traffic Crash Reports.	5 Years	Paper to Electronic		
Police 55	<b><u>Traffic Crash Reports</u></b> Paper copies may exist elsewhere	5 Years	Electronic		
Police 56	<b><u>Traffic Crash Report Files</u></b>	5 Years	Paper to		

## Section E: RECORDS RETENTION SCHEDULE (RC-2)

*See instructions before completing this form.*

**Bazetta Township**

**Police Department**

(Local government entity)

(Unit)

(1) Schedule Number	(2) Record Title and Description	(3) Retention Period	(4) Media Type	(5) For use by Auditor of State or LGRP	(6) RC-3 Require d by LGRP
	Can include the following: Written Witness Statements, Diagrams, Driving Records, CADs, Paper copy of Traffic Crash Report, Photographs and Miscellaneous Documents. Electronic or Paper Copies may exist elsewhere.		Electronic		
Police 57	<u>Traffic Warnings</u> Written warning of traffic violations.	1 Year	Paper		
Police 58	<u>Training Records</u> Documents and training materials, Class Roster, Release Waivers.	5 Years	Paper to Electronic		
Police 59	<u>Unit Roster</u> List of Police Personnel by Seniority, Rank and Unit Number. Paper copies may exist elsewhere.	Until Superseded	Electronic		
Police 60	<u>Warrant Log</u> List of Individuals who have Outstanding Warrants.	Until Superseded or Obsolete	Paper to Electronic		
Police 61	<u>Written Directives</u> Paper Copies may exist elsewhere.	Until Superseded or Obsolete	Electronic		
Police 62	<u>Yearly Activity</u> Paper Copies may exist elsewhere.	Indefinitely	Electronic		

**MPH Industries**  
 316 East 9th. St. - - Owensboro, KY 42303  
 Brandy M. Atherton, Sales Representative  
 866-674-7378 x4  
 bmatherton@mphindustries.com

**QUOTE**

Date	Quote Number
03/10/15	AAAQ15306

**Sold To:** Bazetta Township Police Department  
 Chief Hovis  
 2671 McCleary-Jacoby Road  
 Cortland, OH 44410

**Email:** mhovis@bazettatwp.org  
**Phone:** (330)638-5503  
**Fax:** (330)638-9927

**Ship To:** Bazetta Township Police Department  
 Chief Hovis  
 2671 McCleary-Jacoby Road  
 Cortland, OH 44410

**Phone:** (330)638-5503  
**Fax:** (330)638-9927

Terms	Rep	P.O. Number
	Brandy	

Qty	Description	Unit Price	Ext. Price
2	Bee III Ka-Band Dual Antenna Radar Package includes: radar, waterproof antenna(s), mounting brackets, wireless remote, two certified tuning forks, cables, operators manual and a 3yr limited factory warranty	\$2,050.00	\$4,100.00
2	Trade-In Credit on old radar equipment	-\$175.00	-\$350.00
1	Bee III Ka-Band Antenna	\$500.00	\$500.00
1	Trade-Credit on non-working Bee III Antenna	-\$75.00	-\$75.00
		<b>SubTotal</b>	<b>\$4,175.00</b>
		<b>Sales Tax</b>	<b>\$0.00</b>
		<b>Shipping</b>	<b>\$0.00</b>
		<b>Total</b>	<b>\$4,175.00</b>

\*\*Sales Tax not included if applicable.



Bazetta Board of Trustees

Though I have addressed this letter to our Trustees in hope that it'll be read at the next township meeting, I'm directing it to the attention of Chief Hovis and his fine force of police officers. In early January I approached Chief Hovis and told him we'd be leaving for Arizona for several weeks and we'd appreciate it if he could have his officers check our house periodically while we're gone. He assured me that he would. So with his assurance and the help of our good neighbors and my good friend Steve Carbone, Judy and I left for Arizona knowing our home was in good hands. Two days after arriving home one of his officers pulled in our drive and we talked for a few minutes. Unfortunately, I forgot to get his name. So to Chief Hovis and his fine staff of police officers, Judy and I wish to thank all of you for making our homes and township a much safer place to live. You're to be commended for doing such a fine job.

Sincerely yours.

Judy & Arnie Roman

**Bazetta Township**  
**Trumbull County, Ohio**

Resolution No. 100-15

**A Resolution of the Bazetta Township Trustees adopting the creation of the Property Maintenance Appeals Board in conjunction with the Bazetta Township Board of Zoning Appeals.**

**Whereas,** Bazetta Township has determined the need for a Property Maintenance Code Board of Appeals in order to comply with State of Ohio law and giving due process opportunity to aggrieved parties in violation of the Property Maintenance Code.

**Whereas,** Bazetta Township shall coalesce the positions of Property Maintenance Board of Appeals with the positions of the Board of Zoning Appeals, and duties shall fall under one authority, with combined compensation determined by the township trustees.

**Therefore, Be It Resolved,** that the Board of Trustees of Bazetta Township shall create the positions of the Board of Property Maintenance Appeals.

**Therefore, Be It Further Resolved,** that the positions currently held by the Board of Zoning Appeals also be appointed as the Board of Property Maintenance Appeals until removed from that position by the Board of Trustees of Bazetta Township.

Moved by Trustee Hovis, Seconded by Trustee Parke

Roll Call: Trustee Parke Y Trustee Hovis Y Trustee Webb Y

**Bazetta Township**  
**Exterior Property Maintenance Appeals Board**

**(the "Board")**

Rules Of Procedure

Adopted 03-16, 2015

ARTICLE 1

Meetings of the Board

Section 1. Organization of Meetings.

At each meeting of the Board, the chairperson, or in the absence of the chairperson, the vice chairperson, shall act as the chairperson. The person designated by the Board as its secretary shall act as, and perform the duties of, secretary of the meeting. If no such person is present at a meeting, any person who the chairperson of the meeting appoints shall act as secretary of the meeting.

Section 2. Place of Meetings.

All regular and special meetings of the Board shall be held at the Bazetta Township Administration building commencing at 7:00pm or at such other time and place, as may from time to time be fixed by the Board, or as specified or fixed in the notice of the particular meeting.

Section 3. Regular Meetings

Unless otherwise postponed or cancelled, regular meetings will be held at the discretion of the Board on a "as needed" basis, and only required at the minimum of one meeting per year, for organizational purposes.

#### Section 4. Special Meetings

Special meetings of the Board shall be held whenever called by the chairperson, vice chairperson or any two Board members. Every Board member shall furnish the secretary of the Board with a telephone number and an address (and if available an email address) at which notice of the meetings and all other Board notices may be served on or mailed to such member. Unless waived before, at, or after the meeting as hereinafter provided, notice of each such meeting shall be given by the chairperson, the vice chairperson, the persons calling such meeting, or the secretary to each member in any of the following ways:

- (a) By orally informing the member of the meeting in person or by telephone at least twenty-four (24) hours before the date of the meeting.
- (b) By personal delivery of written notice to the member at least twenty-four (24) hours before the date of the meeting.
- (c) By mailing written notice to the member, or by sending notice to the member by email, facsimile transmission, telegram, or cablegram postage or other cost prepaid, addressed to the member at the address furnished by such member to the secretary of the Board, or to such other addresses as the person sending the notice shall know to be correct. Such notice shall be posted or dispatched a sufficient length of time before the meeting so that in the ordinary course of the mail or the transmission of facsimiles, emails, telegrams or cablegrams, delivery thereof would normally be made to a member not later than twenty-four (24) hours before the date of the meeting.

The notice to Board members for a special meeting shall specify the date, time, location and purpose(s) of the meeting. Unless otherwise specified in the notice, special meetings shall be held at the same location as regular meetings. Unless otherwise required by the laws of the State of Ohio, notice of any meeting of the Board may be waived by any member, either before, at, or after the meeting, in writing, or by facsimile, email, telegram or cablegram.

Section 5. Quorum

Three (3) members of the Board (or alternates) shall constitute a quorum. In the absence of a quorum at any meeting or any adjournment thereof, any member may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 6. Order of Business

The order of business at meetings of the Board shall be such as the chairperson may prescribe or follow; subject however, to the chairperson being overruled with respect thereto by a majority of the members of the Board present.

Section 7. Voting

Each member present at a meeting shall be entitled to one vote. Votes shall be made orally by roll call. The concurring vote of three (3) members of the Board shall be necessary to reverse or modify any order, requirement, decision or determination of the Code Enforcement Officer or to decide in favor of an applicant/petitioner on any matter which the Board is required to hear under the Bazetta Township Property Maintenance Code. The failure of an applicant/petitioner to secure at least three (3) concurring votes shall be deemed a confirmation and an affirming of the decision of the Code Enforcement Officer.

Section 8. Public Notice of Regular and Special Meetings.

When a particular form or method of notice is required by statute for a public hearing or meeting of the Board, notice of the hearing or meeting shall be given in the form or manner prescribed by statute, in addition to notice otherwise required under sections 3 & 4.

## Section 9. Attendance of the Applicant/Petitioner

The applicant/petitioner or an authorized representative shall attend the hearing scheduled by the Board on such applicant/petitioner's appeal. The failure of the applicant/petitioner or the authorized representative to attend the hearing shall result in the Board proceeding to conduct the hearing in his or her absence. If extraordinary circumstances beyond such persons control would prevent the applicant/petitioner from attending the scheduled hearing, the applicant/petitioner may submit, in writing, a request to table the appeal petition and reschedule the hearing. This request shall be accompanied by any required tabling fee and shall be filed with the Code Enforcement Officer or secretary prior to the hearing and such request shall constitute a waiver of the time period within which such hearing would otherwise be required to be held. The Board may, in its discretion, grant such a request and reschedule the hearing for such time or times as determined by the Board. Once a hearing is commenced, nothing herein shall prevent the Board from conducting the hearing on multiple days until its conclusion.

## ARTICLE II

### Members of the Board

#### Section 1. Purpose and Composition of the Board.

The purpose of the Board is to hear and decide such appeals, and other matters, all in accordance with the Bazetta Township Property Maintenance Code. The members of the Board shall consist of those individuals who are, from time to time, duly appointed and serving as the members of the Bazetta Township Board of Zoning Appeals. A Board member, who at any time, ceases to serve as a member of the Bazetta Township Board of Zoning Appeals shall simultaneously cease to serve as a member of the Board. Likewise, an individual appointed to the Bazetta Township Board of Zoning Appeals shall simultaneously become a member of the Board.

Section 2. Board Officers.

The officers of the Board to be elected from among its members shall be a chairperson and one vice chairperson.

Section 3. Election of Officers.

At the regular meeting held during the month of January in each calendar year at which a quorum is present, officers shall be nominated for each election, with the person(s) receiving the greatest number of votes being deemed so elected. Each shall hold the status of such an officer at the pleasure of the Board.

Section 4. Term of Office.

Unless a member earlier resigns, is removed as hereinafter provided, or ceases to be a member of the Board, each officer shall hold office until January 31 of the next succeeding calendar year following such officer's election, or if the election is not held at the next succeeding January meeting following such officer's election or any adjournment thereof, until such time as an election of officers is held, and until a successor is duly elected and qualified.

Section 5. Removal.

Any officer may be removed, without cause and at any time, by the Board at any regular meeting or special meeting; provided, however, that in the case of a special meeting, the notices (or waivers of notices) of the special meeting shall specify that such removal action was to be considered. In any case in which an officer is removed, such officer shall still remain and be a member of the Board unless removed as a member of the Bazetta Township Board of Zoning Appeals.

Section 6. Resignations.

Any officer may resign such office at any time by giving written notice to the chairperson, vice chairperson, or secretary of the Board. Any such resignation shall take effect at the time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Notwithstanding the previous, no such resignation shall be construed as resigning one's status as a member of the Board unless such resignation so specifies therein and is delivered to the Bazetta Township Board of Trustees by or on behalf of such member.

Section 7. Powers, Authority, and Duties of the Board.

The Board shall have the powers and authority conferred and the duties prescribed by law, in addition to those specified or provided in the Bazetta Township Property Maintenance Code and these Rules, unless otherwise conflicting with applicable law, in which case, applicable law shall prevail.

Section 8. The Chairperson of the Board.

The chairperson of the Board, if and while there be an incumbent of the office, shall preside at all meetings of the Board at which the chairperson is present. The chairperson shall have and exercise general supervision over the conduct of the Board's affairs, its order of business and over its other officers and appointees; subject, however, to any contrary law. The chairperson shall see that all orders and directives of the Board are carried into effect. The chairperson or the chairperson's designee may administer oaths. Upon authorization of the Board and subject to applicable law, the chairperson or designee may compel the attendance of witnesses.



Section 9. The Vice Chairperson.

If and while there is no incumbent of the office of the chairperson of the Board, and during the absence of the chairperson of the Board, the vice chairperson shall have the duties and authority specified for the office of chairperson, and shall perform such other duties as may be assigned by the Board or the chairperson. In the absence of the chairperson and vice chairperson, the Board may designate an interim chairperson to carry out all or any portion of such duties.

ARTICLE III

The Secretary

The Board shall designate an individual to serve as secretary of the Board. The person designated as secretary is not required to be a Board member; provided, however, that only those individuals duly appointed and serving as members of the Board shall be entitled to vote on matters coming before the Board. The duties of the secretary shall include the following:

- (a) Keep the minutes of all meetings of the Board in a written or taped form, and be custodian of the Board's records;
- (b) See that all notices are duly given in accordance with these Rules or as required by law;
- (c) Exhibit at all reasonable times the aforesaid records of the Board;
- (d) See that all documents, reports, and records required by law are properly kept and filed; and
- (e) In general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by the Board or the chairperson.

In the absence of the secretary, the chairperson may designate an interim secretary to carry out all or any portion of such duties.

## ARTICLE IV

### Amendment of Rules of Procedure.

At any meeting of the Board, these Rules may be amended or repealed in whole or in part, or new Rules added thereto and adopted, by the affirmative vote of a majority of all of the members of the Board and the Code Enforcement Officer.

## ARTICLE V

### Repeal of Previous Rules.

All Rules of Procedure previously adopted by the Board are hereby repealed and declared to be void and of no further force or effect from and after the date the Bazetta Township Trustees approve the resolution appointing the Board of Zoning Appeals, and any applicable parties, to these positions, and then, pending approval of the Board.

(End of Rules of Procedure)

## NOTICE OF APPEAL PETITION

The undersigned applicant/petitioner hereby requests a hearing before the Bazetta Township Property Maintenance Code Appeals Board to appeal the Notification of Violation of the Bazetta Township Property Maintenance Code in connection to the property located at the following address and Parcel #

---

in Bazetta Township, Ohio.

Pursuant to Section 110.7 of the Bazetta Township Property Maintenance Code, the hearing before the Bazetta Township Property Maintenance Code Appeals Board will be held no less than 10(ten) days nor more than 30(thirty) days from the date this Notice of Appeals Petition is filed and, at the hearing, the undersigned or his/her representative shall be given an opportunity to be heard and to show cause why any item appearing on the Notice of Violation should be modified or withdrawn. The undersigned understands and agrees that the failure of the undersigned or his/her representative to appear and state his/her case at such hearing shall have the same effect as if no petition were filed.

Date: \_\_\_\_\_

---

Petitioner/Applicant

Telephone \_\_\_\_\_

---

---

Address

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: March 2, 2015 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:  
Vice Chairman Trustee Paul Hovis  
Trustee Frank Parke  
Fiscal Officer Rita K. Drew

- Trustee Hovis reminded the assemblage of the Public Comment procedures

**079-15** To accept the minutes from the February 16 Regular and February 26 Special Meetings.

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

**080-15** 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 - Absent

**081-15** To adopt the attached *IT Services Cooperative Agreement* with Milton Township.

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

**082-15** To adopt the attached *IT Services Cooperative Agreement* with Liberty Township.

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

**083-15** To approve the attached *Township Permanent Appropriations for 2015*.

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

**084-15** To approve the attached *Township Certificate of Estimated Resources for 2015*.

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

**085-15** To approve April 1 as the date on which Bazetta Township Park will officially open in 2015.

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

**086-15** To approve the return of John Governor to work predominantly as Park Laborer, effective March 18, 2015, at the contracted rate, weather permitting.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- Letter regarding recent brine injection well meetings from Trumbull County Engineer
- Notice of Filing of Extension of Approval for PIR Program, PUCO Case #15-0362-GA-ALT, from Dominion East Ohio
- Invitation from Tribune Chronicle to participate in an endorsement interview
- Copy of a letter from Trumbull County Engineer to regarding Permit to haul or move overnight equipment over Elm Road
- Minutes and Agenda from Trumbull County Emergency Management Agency Advisory Board Meetings
- Letter from Ohio Department of Transportation concerning a pre-construction conference for Project #447 (2014)
- Oil & Gas Update from Trumbull County Engineer
- Invitation from Trumbull County Commissioners to attend a meeting regarding Community Improvement
- Letter from Ohio Public Works Commission regarding a grant for Project No. DFS14 (T.H. 201 McCleary Jacob Rd. Pavement Repairs Phase 1)

**Administration:**

- Trustee Parke stated that he was going to get various approved agreements signed by Trustee Webb

**Fire Department:**

- See Attached Report

**Police Department:**

- See Attached Agenda & Report

**087-15** 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.

*2003 Chevy Cavalier (VIN 3892)*

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**088-15** To approve an expenditure not to exceed \$1,500.00 with Printer's Edge for printing and installation of decals on two (2) police cruisers, to be paid from the Drug Enforcement Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Road Department:**

- Superintendent Parke reminded everyone of the following
  - Spring Cleanup in the cemetery will be done this month, weather permitting
  - Spring Cleanup for the township will be May 4 from 8am to 4pm at the Road Department

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

- Inspector Mills stated the following
  - Would like to put out for nuisance abatement bids at the first meeting in April
  - Attended an EPA Meeting with Trustee Parke
  - Has attended some meetings with regional chambers of commerce to find use for some of Bazetta's vacant properties

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

- Inspector Mills reported the following
  - Quarterly Meeting coming up in March
  - Working on a draft resolution for the Zoning Board of Appeals to become the property maintenance code appeals board
  - Other resolutions will be forthcoming through proper channels

**Parks & Recreation Board:**

- Nothing to report

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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


- None

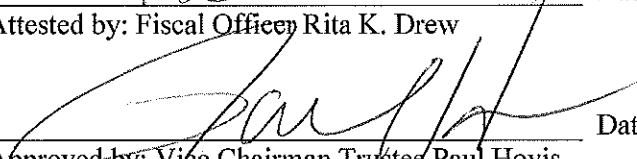
**Public Comment:**

- None

**089-15** To adjourn the meeting at 7:08pm.

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

  
\_\_\_\_\_  
Attested by: Fiscal Officer Rita K. Drew      Dated: 03-05-15

  
\_\_\_\_\_  
Approved by: Vice Chairman Trustee Paul Hovis      Dated: 03-05-15

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 19th day of March 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Milton Township, (hereinafter "Cooperative Agency User") whose address is 1393 NE River Road, Milton, Ohio, 44429

**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 19 day of March, 2015 and continuing thereafter for a period of one year terminating at the close of business the 18 day of March 2016. 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, 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:**

All LEADS (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

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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

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

**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 21st day of March 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Liberty Township, (hereinafter "Cooperative Agency User") whose address is 1315 Churchill Hubbard Road, Ohio, (Youngstown 44505)

**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 21 day of March 2015 and continuing thereafter for a period of one year terminating at the close of business the 20 day of March 2016. 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 with 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:**

All LEADS (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

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**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

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Bazetta Township Trustee

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Township Trustee

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Bazetta Township Trustee

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

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

## TOWNSHIP PERMANENT APPROPRIATIONS

Bazetta Township, Trumbull County, Ohio  
as of March 2, 2015 for 2015

FUND	PERMANENT	SUPPLEMENTALS	TOTAL
General	\$ 568,804.81		\$ 568,804.81
Motor Vehicle License	\$ 7,500.00		\$ 7,500.00
Gasoline Tax	\$ 131,500.00		\$ 131,500.00
Road & Bridge	\$ 276,500.00		\$ 276,500.00
Cemetery	\$ 91,100.00		\$ 91,100.00
Cemetery Bequest	\$ 175.00		\$ 175.00
Lighting Assessment	\$ 8,705.00		\$ 8,705.00
Police District	\$ 902,800.00		\$ 902,800.00
OMVI	\$ 3,300.00		\$ 3,300.00
Fire District	\$ 1,665,500.00		\$ 1,665,500.00
Police Equipment	\$ 70,000.00		\$ 70,000.00
Zoning	\$ 38,000.00		\$ 38,000.00
Drug Law Enforcement	\$ 21,000.00		\$ 21,000.00
Issue II Improvement	\$ -		\$ -
Firefighters Assistance	\$ 180,663.00		\$ 180,663.00
OPWC Road Projects	\$ 160,318.70		\$ 160,318.70
FEMA	\$ -		\$ -
Bond	\$ 29,157.85		\$ 29,157.85
Fire/EMS Training Center	\$ 800.00		\$ 800.00
	\$ 4,155,824.36	\$ -	\$ 4,155,824.36

**BAZETTA TOWNSHIP  
PERMANENT APPROPRIATIONS  
FOR 2015**

FUND 01 - GENERAL	\$	568,804.81
01-A-01 Salary - Trustees	\$	37,038.00
01-A-02 Salary - Clerk	\$	21,221.00
01-A-03 Travel & Other Expenses	\$	4,000.00
01-A-04 Supplies (Administration)	\$	3,000.00
01-A-05 Equipment (Administration)	\$	2,500.00
01-A-06 Insurance	\$	56,000.00
01-A-10 Legal Counsel	\$	30,000.00
01-A-12 Employer's Retirement Contribution	\$	28,000.00
01-A-15 Workmen's Compensation	\$	4,200.00
01-A-15A Unemployment Compensation	\$	-
01-A-16 General Health District	\$	20,000.00
01-A-17 Auditor & Treasurer Fees	\$	20,000.00
01-A-18 Advertising Delinquent Lands	\$	-
01-A-19 State Examiner Charges	\$	-
01-A-20 Timber Creek Street Lighting Installation	\$	-
01-A-21 Election Expense	\$	-
01-A-25 Contingency Account	\$	-
01-A-26 Other Expenses	\$	18,000.00
01-A-26A Future Retirement Expenses	\$	-
01-A-27 Transfers	\$	150,000.00
01-A-28 Administrator/Secretary Salary	\$	47,300.00
01-A-29 Contracts	\$	11,000.00
01-A-90 FICA/Medicare	\$	2,100.00
01-B-01 Salary - Administration	\$	4,000.00
01-B-01A Salary - IT Specialist	\$	45,000.00
01-B-02 Improvement of Sites	\$	5,000.00
01-B-03 New Buildings & Additions	\$	-
01-B-04 Utilities (Administration)	\$	8,000.00
01-B-05 Maintenance, Supplies & Materials	\$	500.00
01-B-06 Equipment Purchase & Replacement	\$	-
01-B-07 Repairs	\$	500.00
01-C-02 Equipment Purchase & Replacement (Fire)	\$	-
01-C-03 Utilities (Fire)	\$	-
01-C-07 Repairs	\$	-
01-D-08 Union Cemetery	\$	-
01-E-01 Street Lights	\$	4,500.00
01-E-02 Other Expenses	\$	-
01-F-01 Salary - Mechanic (Park)	\$	-
01-F-01A Salary - Groundskeeper (Park)	\$	21,000.00
01-F-02 Improvement of Sites (Park)	\$	14,845.81
01-F-04 New Buildings & Additions (Park)	\$	-
01-F-05 Tools & Equipment (Park)	\$	6,000.00

01-F-06 Supplies (Park)	\$	1,300.00
01-F-07 Repairs/Maintenance (Park)	\$	500.00
01-F-08 Other Expenses (Park)	\$	1,700.00
01-F-09 Special Events (Park)	\$	300.00
01-F-10 OTARMA Insurance (Park)	\$	1,300.00
01-G-02 Equipment Purchases & Replacement (Police)	\$	-
01-G-03 Utilities (Police)	\$	-
01-H-06 Contracts	\$	-
01-K-09 Utilities (Roads)	\$	-
01-M-03 Contracts (Paving)	\$	-
01-N-01 Advances	\$	-

**FUND 02 - MOTOR VEHICLE LICENSE TAX**

**\$ 7,500.00**

02-A-10 Transfers	\$	-
02-B-02 Materials	\$	7,500.00
02-B-03 Contracts	\$	-
02-B-04 Other Expenses	\$	-

**FUND 03 - GASOLINE TAX**

**\$ 131,500.00**

03-A-01 Salary - Road	\$	-
03-A-02 Employer's Retirement Contribution	\$	-
03-A-03 Workmen's Compensation	\$	-
03-A-04 Tools & Equipment	\$	15,000.00
03-A-05 Supplies	\$	15,000.00
03-A-06 Repairs	\$	6,000.00
03-A-07 Maintenance of Equipment	\$	7,500.00
03-A-11 Transfers	\$	-
03-A-90 FICA/Medicare	\$	-
03-B-02 Materials	\$	12,000.00
03-B-04 Other Expenses	\$	10,000.00
03-C-03 Contracts	\$	66,000.00

**FUND 04 - ROAD AND BRIDGE**

**\$ 276,500.00**

04-A-02 Employer's Retirement Contribution	\$	20,300.00
04-A-03 Workmen's Compensation	\$	4,500.00
04-A-04 Tools & Equipment	\$	-
04-A-05 Supplies	\$	-
04-A-06 Repairs	\$	-
04-A-07 Maintenance of Equipment	\$	-
04-A-08 Buildings & Additions	\$	-
04-A-10 Insurance	\$	70,000.00
04-A-10A Insurance/Medicare	\$	-
04-A-13 Other Expenses	\$	-
04-A-13A Future Retirement Expenses	\$	-
04-A-14 Transfers	\$	-
04-A-15 Auditor & Treasurer Fees	\$	10,000.00
04-A-18 Loan Principal	\$	-

04-A-19 Loan Interest	\$	-
04-A-90 FICA/Medicare	\$	2,900.00
04-B-01 Salary	\$	145,000.00
04-B-01A Salary - IT Specialist	\$	500.00
04-B-02 Materials	\$	20,000.00
04-B-03 Contracts	\$	-
04-B-04 Other Expenses	\$	-
04-C-03 Contracts	\$	3,300.00
04-C-04 Other Expenses	\$	-

**FUND 05 - CEMETERY**

	<b>\$</b>	<b>91,100.00</b>
05-A-01 Salary - Mowing	\$	45,000.00
05-A-02 Salary - Burials/Sexton	\$	20,000.00
05-A-02A Salary - Clerical	\$	-
05-A-03 Employer's Retirement Contribution	\$	9,000.00
05-A-04 Workmen's Compensation	\$	1,500.00
05-A-05 Improvement of Sites	\$	2,000.00
05-A-06 Land Purchases	\$	-
05-A-07 Repairs & Maintenance	\$	-
05-A-08 Tools & Equipment	\$	4,000.00
05-A-09 Supplies	\$	5,000.00
05-A-12 Other Expenses	\$	3,000.00
05-A-12A Insurance	\$	600.00
05-A-13 Unemployment Compensation	\$	-
05-A-90 FICA/Medicare	\$	1,000.00

**FUND 06 - CEMETERY BEQUEST**

	<b>\$</b>	<b>175.00</b>
06-A-01 Cemetery Bequest	\$	175.00

**FUND 07 - IVY HILL LIGHTING DISTRICT**

	<b>\$</b>	<b>1,040.00</b>
07-A-01 Contracts	\$	1,000.00
07-A-02 Other Expenses	\$	40.00

**FUND 07A - MORROW/WILLIAMS LIGHTING**

	<b>\$</b>	<b>1,330.00</b>
07-A-01A Contracts	\$	1,280.00
07-A-02A Other Expenses	\$	50.00

**FUND 07B - TIMBER CREEK HEIGHTS LIGHTING**

	<b>\$</b>	<b>595.00</b>
07-A-01B Contracts	\$	575.00
07-A-02B Other Expenses	\$	20.00

**FUND 07C - TIMBER CREEK ESTATES LIGHTING**

	<b>\$</b>	<b>5,740.00</b>
07-A-01C Contracts	\$	5,575.00
07-A-02C Other Expenses	\$	165.00

**FUND 09 - POLICE DISTRICT**

	<b>\$</b>	<b>902,800.00</b>
09-A-01 Salary - FT	\$	435,000.00



09-A-01A Salary - OT	\$	20,000.00
09-A-01B Salary - PT	\$	40,000.00
09-A-01C Salary - Secretarial	\$	22,000.00
09-A-01D Salary - Road Dept.	\$	500.00
09-A-01E Salary - IT Specialist	\$	4,000.00
09-A-02 Employer's Retirement Contribution	\$	92,000.00
09-A-03 Workmen's Compensation	\$	13,000.00
09-A-04 Auditor & Treasurer Fees	\$	13,000.00
09-A-07 Tools & Equipment	\$	21,300.00
09-A-08 Supplies	\$	29,000.00
09-A-08A DARE Expenses	\$	-
09-A-09 Building Upgrade	\$	-
09-A-10 Contracts	\$	45,000.00
09-A-12 Insurance	\$	98,000.00
09-A-12A Transfers	\$	-
09-A-13 Training	\$	1,000.00
09-A-14 Other Expenses	\$	45,000.00
09-A-14A Future Retirement Expenses	\$	15,500.00
09-A-15A Unemployment Compensation	\$	-
09-A-90 FICA/Medicare	\$	8,500.00

**FUND 09C - POLICE DISTRICT EQUIPMENT**

**\$ 70,000.00**

09-A-04C Tools & Equipment	\$	24,000.00
09-A-05C Supplies	\$	30,000.00
09-A-06C Repairs	\$	15,000.00
09-A-08C Auditor & Treasurer Fees	\$	1,000.00
09-A-10C Contracts	\$	-

**FUND 09J - OMVI**

**\$ 3,300.00**

09-A-01J OMVI Salaries	\$	-
09-A-14J OMVI Expenses	\$	3,300.00

**FUND 10 - FIRE DISTRICT**

**\$ 1,665,500.00**

10-A-01 Salary - FT Fire	\$	565,000.00
10-A-01A Salary - PT Fire	\$	133,000.00
10-A-01B Salary - Mechanic	\$	500.00
10-A-01D Salary - OT Fire	\$	79,000.00
10-A-01E Salary - IT Specialist	\$	4,000.00
10-A-02 Employer's Retirement Contribution	\$	155,000.00
10-A-03 Workmen's Compensation	\$	14,500.00
10-A-04 Auditor & Treasurer Fees	\$	18,000.00
10-A-06 New Buildings & Equipment	\$	400,000.00
10-A-07 Utilities	\$	30,000.00
10-A-08 Tools & Equipment	\$	8,500.00
10-A-09 Supplies	\$	20,000.00
10-A-09A Supplies FIU	\$	-
10-A-10 Repairs	\$	16,000.00

10-A-11 Training	\$	10,000.00
10-A-14 Insurance	\$	110,000.00
10-A-14A Contracts	\$	13,000.00
10-A-15 Other Expenses	\$	2,000.00
10-A-15A Future Retirement Expenses	\$	20,000.00
10-A-16 Advances - Out	\$	-
10-A-17 Transfers	\$	-
10-A-18 Loan Principal	\$	-
10-A-19 Loan Interest	\$	-
10-A-80 Unemployment Compensation	\$	-
10-A-90 FICA/Medicare	\$	20,000.00
10-C-05 EMS - Supplies	\$	8,500.00
10-C-06 EMS - Repairs	\$	6,500.00
10-C-07 EMS - Contracts	\$	30,000.00
10-C-08 EMS - Other Expenses	\$	2,000.00

**FUND 13 - ZONING**

**\$ 38,000.00**

13-A-01 Salaries & Fees	\$	23,000.00
13-A-02 Expenses	\$	14,500.00
13-A-03 Supplies	\$	500.00

**FUND 14 - FIRE FIGHTERS ASSIST GRANT**

**\$ 180,663.00**

14-A-07 Tools & Equipment	\$	180,663.00
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**FUND 14A - FIRE/EMS TRAINING CENTER**

**\$ 800.00**

14-A-01A Salaries	\$	500.00
14-A-05A Supplies	\$	300.00
14-A-08A Other Expenses	\$	-

**FUND 15 - GENERAL BOND NOTE RETIREMENT**

**\$ 29,157.85**

15-A-01 Road Equipment Principal	\$	21,808.51
15-A-01B Durst Clagg Road	\$	6,152.06
15-A-04 Interest	\$	1,197.28

**FUND 15A - GENERAL BOND NOTE RETIREMENT**

**\$ -**

15-A-01A Principal	\$	-
15-A-04A Interest	\$	-

**FUND 22 - DRUG ENFORCEMENT**

**\$ 21,000.00**

22-A-01 Drug Enforcement	\$	21,000.00
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**FUND 30 - CAPITAL EXPENDITURES**

**\$ 160,318.70**

30-A-05 Township Match	\$	70,800.91
30-A-06 OPWC Grant	\$	89,517.79

**\$ 4,155,824.36**

## TOWNSHIP CERTIFICATE OF ESTIMATED RESOURCES

Bazetta Township, Trumbull County, Ohio  
as of March 2, 2015 for 2015

FUND	UNENCUMBERED BALANCE 01-01-15	PROPERTY TAX	OTHER SOURCES	TOTAL
General	\$ 593,006.00		\$ 58,223.44	\$ 965,744.73
		\$ 20,000.00	\$ -	
		\$ -	\$ 133,000.00	
		\$ 161,515.29	\$ 191,223.44	
Motor Vehicle License	\$ 2,310.69	\$ -	\$ 7,500.00	\$ 9,810.69
Gasoline Tax	\$ 94,196.64	\$ -	\$ 85,000.00	\$ 179,196.64
Road & Bridge	\$ 132,268.37	\$ (29,157.85)	\$ 35,500.00	\$ 350,519.60
		\$ 211,909.08		
Cemetery	\$ 9,696.86	\$ -	\$ 84,000.00	\$ 93,696.86
Cemetery Bequest	\$ 3,775.40	\$ -	\$ 175.00	\$ 3,950.40
Lighting Assessment	\$ -	\$ -	\$ 8,705.00	\$ 8,705.00
Police District	\$ 142,093.25	\$ -	\$ 187,500.00	\$ 1,029,226.75
		\$ 699,633.50		
OMVI	\$ 997.84	\$ -	\$ 2,400.00	\$ 3,397.84
Fire District	\$ 567,554.34	\$ -	\$ 347,200.00	\$ 1,773,658.33
		\$ 858,903.99		
Police Equipment	\$ -	\$ 49,400.00	\$ 20,600.00	\$ 70,000.00
Zoning	\$ 4,456.02	\$ -	\$ 34,000.00	\$ 38,456.02
Drug Law Enforcement	\$ 21,264.76	\$ -	\$ 500.00	\$ 21,764.76
Issue II Improvement	\$ -	\$ -	\$ -	\$ -
Firefighters Assistance	\$ 750.00	\$ -	\$ 179,913.00	\$ 180,663.00
OPWC Road Projects	\$ -	\$ -	\$ 160,318.70	\$ 160,318.70
FEMA	\$ -	\$ -	\$ -	\$ -
Bond	\$ -	\$ 29,157.85	\$ -	\$ 29,157.85
Fire/EMS Training Center	\$ 1,297.81	\$ -	\$ 500.00	\$ 1,797.81
	\$ 1,573,667.98	\$ 2,001,361.86	\$ 1,345,035.14	\$ 4,920,064.98

**ESTIMATED RESOURCES**

**2015**

<b>FUND 01 - GENERAL</b>	<b>\$ 372,738.73</b>
General Property Tax (Real Estate)	\$ 179,000.00
Tangible Personal Property Tax	\$ 2,515.29
Estate Tax	\$ -
Local Government Tax	\$ 58,223.44
Liquor Permit Fees	\$ 6,600.00
Cigarette License Fees	\$ 200.00
Gifts & Donations	\$ 100.00
Gifts & Donations (Park)	\$ -
Interest	\$ 3,500.00
Investment Gains/Losses	\$ 600.00
Rentals & Leases	\$ 4,500.00
Fines	\$ -
Fees	\$ -
Adjustments & Refunds	\$ 2,500.00
Notes	\$ -
Other	\$ 75,000.00
Utility Reimbursement	\$ -
Transfers	\$ -
Rollback & Homestead	\$ 30,000.00
Advances	\$ -
Tax Assessments	\$ 10,000.00
<b>FUND 02 - MOTOR VEHICLE LICENSE TAX</b>	<b>\$ 7,500.00</b>
Motor Vehicle Tax	\$ 7,500.00
Transfers	\$ -
Interest	\$ -
Investment Gains/Losses	\$ -
<b>FUND 03 - GASOLINE TAX</b>	<b>\$ 85,000.00</b>
Gasoline Tax	\$ 85,000.00
Transfers	\$ -
Interest	\$ -
Investment Gains/Losses	\$ -
<b>FUND 04 - ROAD AND BRIDGE</b>	<b>\$ 218,251.23</b>
General Property Tax (Real Estate)	\$ 180,000.00
Tangible Personal Property Tax	\$ 2,751.23
Other	\$ 5,500.00
Utility Reimbursement	\$ -
Rollback & Homestead	\$ 30,000.00

**FUND 05 - CEMETERY**

	<b>\$ 84,000.00</b>
Sale of Lots	\$ 12,000.00
Fees	\$ 30,000.00
Other	\$ 1,000.00
Memorial Fund	\$ -
Transfers	\$ 41,000.00
Advances	\$ -

**FUND 06 - CEMETERY BEQUEST**

	<b>\$ 175.00</b>
Bequests	\$ -
Interest	\$ -
Transfers	\$ 175.00

**FUND 07 - IVY HILL LIGHTING DISTRICT**

	<b>\$ 1,040.00</b>
Special Assessments	\$ 1,040.00

**FUND 07A - MORROW/WILLIAMS LIGHTING**

	<b>\$ 1,330.00</b>
Special Assessments	\$ 1,330.00

**FUND 07B - TIMBER CREEK HEIGHTS LIGHTING**

	<b>\$ 595.00</b>
Special Assessments	\$ 595.00

**FUND 07C - TIMBER CREEK ESTATES LIGHTING**

	<b>\$ 5,740.00</b>
Special Assessments	\$ 5,740.00

**FUND 09 - POLICE DISTRICT**

	<b>\$ 887,133.50</b>
General Property Tax (Real Estate)	\$ 688,000.00
Tangible Personal Property Tax	\$ 11,633.50
Fines & Fees	\$ 22,000.00
Grants	\$ 19,000.00
Other	\$ 61,000.00
Utility Reimbursement	\$ -
Rollback & Homestead	\$ 83,000.00
Donations	\$ 2,500.00

**FUND 09C - POLICE DISTRICT EQUIPMENT**

	<b>\$ 70,000.00</b>
General Property Tax (Real Estate)	\$ 45,000.00
Tangible Personal Property Tax	\$ 4,400.00
Other	\$ 12,400.00
Utility Reimbursement	\$ -
Rollback & Homestead	\$ 8,200.00

**FUND 09J - OMVI**

	<b>\$ 2,400.00</b>
OMVI Fines	\$ 2,400.00
OMVI Grants	\$ -

02:11:00 TO 02:11:00  
 02:11:00  
 02:11:00  
 02:11:00

02:11:00 TO 02:11:00

<b>FUND 10 - FIRE DISTRICT</b>	<b>\$ 1,206,103.99</b>
General Property Tax (Real Estate)	\$ 849,000.00
Tangible Personal Property Tax	\$ 9,903.99
Ambulance Service	\$ 185,000.00
Other	\$ 22,000.00
Grants	\$ 5,000.00
Utility Reimbursement	\$ -
Transfers	\$ -
Rollback & Homestead	\$ 135,000.00
Advances	\$ -
Donations	\$ 200.00
<b>FUND 13 - ZONING</b>	<b>\$ 34,000.00</b>
Fees	\$ 7,000.00
Other	\$ -
Transfers	\$ 27,000.00
<b>FUND 14 - FIRE FIGHTERS ASSIST GRANT</b>	<b>\$ 179,913.00</b>
Federal Grant	\$ 179,913.00
<b>FUND 14A - FIRE/EMS TRAINING CENTER</b>	<b>\$ 500.00</b>
Fees	\$ 500.00
Grants	\$ -
Other	\$ -
<b>FUND 15 - GENERAL BOND NOTE RETIREMENT</b>	<b>\$ 29,157.85</b>
General Property Tax (Real Estate)	\$ 29,157.85
Tangible Personal Property Tax	\$ -
Premium & Accrued Interest	\$ -
<b>FUND 15A - GENERAL BOND NOTE RETIREMENT</b>	<b>\$ -</b>
Police Equipment Loan	\$ -
<b>FUND 22 - DRUG ENFORCEMENT</b>	<b>\$ 500.00</b>
Drug Enforcement	\$ 500.00
Gifts & Donations	\$ -
<b>FUND 30 - CAPITAL EXPENDITURES</b>	<b>\$ 160,318.70</b>
Road Projects - OPWC	\$ 89,517.79
Road Projects - Township	\$ 70,800.91
	<b>\$ 3,346,397.00</b>

## Agenda for police department for Monday March 2, 2015 Trustee Meeting

Thu 2/26/2015 11:56 AM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

Only have two (2) items for the agenda:

1. To get rid of a 2003 Chevy Cavalier from the impound lot VIN#1G1JC12F937213892
2. To approve the decaling of two (2) new cruisers from Printers Edge at a cost not to exceed \$1500.00 See attached Quote

Thank you and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

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





# PRINTER'S EDGE

4965 Mahoning Ave.  
Warren, OH 44483  
Phone: 330-372-2232

# REVISED QUOTE

DATE	QUOTE #
5/14/2014	6120

## PRINTER'S EDGE

<b>COMPANY NAME</b>
Michael J. Hovis, Chief of Police Bazetta Township Police Department 2671 McCleary Jacoby Rd. Cortland, Ohio 44410

Divisions of <b>PRINTERS EDGE</b> Screen Solutions - Screen Print Supplies Cutting Specialists - CNC Cutting Machines & Services
--

<b>TERMS</b>	<b>DELIVERY</b>	<b>REP</b>	<b>FOB</b>	<b>SHIP VIA</b>
TBD	5/14/2014	GMR	WAREHOUSE	

ITEM	PRODUCT DESCRIPTION	QTY	PRICE	TOTAL
PRINTSERVL...	BUSINESS PRINTING SERVICES Partial wrap on Police Utility interceptor - ford, with UV Laminate (per image submitted) flag with Police on doors : Bazetta Township. Rear Tailgate: Bazetta Police with reflective shadow Emergency 911 on rear qtr panels, No other markings. black letter, approx. 1 to 3 units...	3	650.00	1,950.00
INSTALLATI...	INSTALLATION of graphics.(per vehicle)	3	100.00	300.00
			<b>TOTAL</b>	<b>\$2,250.00</b>

*...the Edge you NEED!*





# February 2015 Bazetta Police Department Activity

Published Date: March 2 , 2015

Activity	Total
Calls for Service	440
Incident Reports Filed	97
Traffic Crash Investigations	14
Number of Persons Arrested	38
Traffic Offenses	27
Traffic Citations Issued	25
Vehicle Miles Traveled	9,326.80
Office Contacts	183

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



## Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

### 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

### 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423	440											863
Incidents Filed	100	97											197
Traffic Crash Investigations	18	14											32
Number of Persons Arrested	42	38											80
Traffic Offenses	58	27											85
Miles Travel	11,116.1	9,326.80											20,442.9

\*Some Statistics may have been updated

\*\* Numbers published as of March 2, 2015 subject to change

\*\*Numbers updated on March 2, 2015

\*\*COS Stats provided by the 911 center may not reflect actual #'s

# Bazetta Township Police Department

Year to Date Analysis January to February 2014 Comparison to January to February 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to February 2014	January to February 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	872	863	-1.032%
Incidents Filed	212	197	-7.08%
Traffic Crash Investigations	29	32	10.345%
Number of Persons Arrested	86	80	-6.98%
Traffic Offenses	130	85	-34.615%
Miles Traveled	24,106.4	20,442.9	-15.197%

Numbers published as of March 2 2015 – subject to change Numbers updated on 3/2/2015

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	3	2.67%	\$15,000	100.00%
132 Road freight or transport vehicle fire	1	0.89%	\$0	0.00%
	<u>4</u>	<u>3.57%</u>	<u>\$15,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	71	63.39%	\$0	0.00%
322 Motor vehicle accident with injuries	1	0.89%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	6	5.35%	\$0	0.00%
	<u>78</u>	<u>69.64%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	0.89%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.89%	\$0	0.00%
424 Carbon monoxide incident	2	1.78%	\$0	0.00%
444 Power line down	1	0.89%	\$0	0.00%
	<u>5</u>	<u>4.46%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
522 Water or steam leak	2	1.78%	\$0	0.00%
552 Police matter	1	0.89%	\$0	0.00%
553 Public service	2	1.78%	\$0	0.00%
554 Assist invalid	5	4.46%	\$0	0.00%
561 Unauthorized burning	1	0.89%	\$0	0.00%
	<u>11</u>	<u>9.82%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	4	3.57%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	2.67%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	1.78%	\$0	0.00%
671 HazMat release investigation w/no HazMat	2	1.78%	\$0	0.00%
	<u>11</u>	<u>9.82%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	2	1.78%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.89%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	3	2.67%	\$0	0.00%

Total Incident Count: 112

Total Est Loss:

\$15,000

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}  
and District = "11 "

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	16	61.53%	\$0	0.00%
322 Motor vehicle accident with injuries	1	3.84%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	11.53%	\$0	0.00%
	<u>20</u>	<u>76.92%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	3.84%	\$0	0.00%
	<u>1</u>	<u>3.84%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
552 Police matter	1	3.84%	\$0	0.00%
554 Assist invalid	1	3.84%	\$0	0.00%
	<u>2</u>	<u>7.69%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	3.84%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	3.84%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	3.84%	\$0	0.00%
	<u>3</u>	<u>11.53%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>26</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	3	42.85%	\$0	0.00%
322 Motor vehicle accident with injuries	1	14.28%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	28.57%	\$0	0.00%
	<u>6</u>	<u>85.71%</u>	<u>\$0</u>	<u>0.00%</u>
 <b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	14.28%	\$0	0.00%
	<u>1</u>	<u>14.28%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 7

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}  
 and District = "11" and Alarm Time Not Between  
 "12:00:00" And "20:00:00"

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	13	68.42%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	5.26%	\$0	0.00%
	<u>14</u>	<u>73.68%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
552 Police matter	1	5.26%	\$0	0.00%
554 Assist invalid	1	5.26%	\$0	0.00%
	<u>2</u>	<u>10.52%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	5.26%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	5.26%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	5.26%	\$0	0.00%
	<u>3</u>	<u>15.78%</u>	<u>\$0</u>	<u>0.00%</u>
Total Incident Count:	19		Total Est Loss:	\$0



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}  
and District = "13 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
132 Road freight or transport vehicle fire	1	1.36%	\$0	0.00%
	<u>1</u>	<u>1.36%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	48	65.75%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	4.10%	\$0	0.00%
	<u>51</u>	<u>69.86%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	1.36%	\$0	0.00%
424 Carbon monoxide incident	2	2.73%	\$0	0.00%
444 Power line down	1	1.36%	\$0	0.00%
	<u>4</u>	<u>5.47%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
522 Water or steam leak	2	2.73%	\$0	0.00%
553 Public service	2	2.73%	\$0	0.00%
554 Assist invalid	4	5.47%	\$0	0.00%
561 Unauthorized burning	1	1.36%	\$0	0.00%
	<u>9</u>	<u>12.32%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	2.73%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	2.73%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	1.36%	\$0	0.00%
	<u>5</u>	<u>6.84%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	2	2.73%	\$0	0.00%
736 CO detector activation due to malfunction	1	1.36%	\$0	0.00%
	<u>3</u>	<u>4.10%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 73

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}  
 and District = "13" and Alarm Time Between  
 "12:00:00" And "20;00;00"

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	26	70.27%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.70%	\$0	0.00%
	<u>27</u>	<u>72.97%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	2.70%	\$0	0.00%
424 Carbon monoxide incident	2	5.40%	\$0	0.00%
	<u>3</u>	<u>8.10%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
522 Water or steam leak	2	5.40%	\$0	0.00%
554 Assist invalid	1	2.70%	\$0	0.00%
	<u>3</u>	<u>8.10%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	5.40%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	2.70%	\$0	0.00%
	<u>3</u>	<u>8.10%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
736 CO detector activation due to malfunction	1	2.70%	\$0	0.00%
	<u>1</u>	<u>2.70%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>37</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {02/01/2015} And {02/28/2015}  
 and District = "13" and Alarm Time Not Between  
 "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
132 Road freight or transport vehicle fire	1	2.50%	\$0	0.00%
	<u>1</u>	<u>2.50%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	25	62.50%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	5.00%	\$0	0.00%
	<u>27</u>	<u>67.50%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	1	2.50%	\$0	0.00%
	<u>1</u>	<u>2.50%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	2	5.00%	\$0	0.00%
554 Assist invalid	3	7.50%	\$0	0.00%
561 Unauthorized burning	1	2.50%	\$0	0.00%
	<u>6</u>	<u>15.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
622 No Incident found on arrival at dispatch	2	5.00%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	2.50%	\$0	0.00%
	<u>3</u>	<u>7.50%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	2	5.00%	\$0	0.00%
	<u>2</u>	<u>5.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>40</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Aid Responses by Department

Alarm Date Between {02/01/2015} And {02/28/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other	
STA. 10 AIR BASE								
15-0000100	02/04/2015	2 Automatic aid received	#Personnel	4	0	0	0	
Their Inci	15-05	Response Time: 00:06:39	#Appartus	1	0	0	0	
Subtotal Responses:		1	Average Response Time for Dept:					00:06:39

STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200								
15-0000100	02/04/2015	2 Automatic aid received	#Personnel	4	0	0	0	
Their Inci	15-170	Response Time: 00:06:39	#Appartus	1	0	0	0	
15-0000120	02/10/2015	2 Automatic aid received	#Personnel	0	2	0	0	
Their Inci	15-0150	Response Time: 00:04:00	#Appartus	0	1	0	0	
15-0000140	02/14/2015	1 Mutual aid received	#Personnel	0	2	0	1	
Their Inci	219	Response Time: 00:06:11	#Appartus	0	1	0	1	
15-0000174	02/22/2015	1 Mutual aid received	#Personnel	0	0	0	0	
Their Inci	600	Response Time: 00:10:22	#Appartus	0	0	0	0	
15-0000190	02/26/2015	2 Automatic aid received	#Personnel	0	2	0	0	
Their Inci	15-00271	Response Time: 00:05:28	#Appartus	0	1	0	0	
15-0000192	02/26/2015	4 Automatic aid given	#Personnel	8	2	0	0	
Their Inci	15-0	Response Time: 00:04:01	#Appartus	3	1	0	0	
Subtotal Responses:		6	Average Response Time for Dept:					00:06:07

STA. 17 BRISTOL FDID 78105								
15-0000168	02/20/2015	4 Automatic aid given	#Personnel	0	0	0	0	
Their Inci	222	Response Time: 00:06:07	#Appartus	0	0	0	0	
Subtotal Responses:		1	Average Response Time for Dept:					00:06:07

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
15-0000100	02/04/2015	2 Automatic aid received	#Personnel	4	0	0	0
Their Inci	15-177	Response Time: 00:06:39	#Appartus	1	0	0	0
15-0000105	02/04/2015	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	15-0188	Response Time: 00:14:00	#Appartus	0	1	0	0
15-0000109	02/05/2015	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	00187	Response Time: 00:03:41	#Appartus	0	1	0	0

Response time calculated from time notified to arrival.

BAZETTA

Aid Responses by Department

Alarm Date Between {02/01/2015} And {02/28/2015}

Incident	Notified	Type of Aid	Fire	EMS	Resc	Other
----------	----------	-------------	------	-----	------	-------

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109

Subtotal Responses: 3                      Average Response Time for Dept: 00:08:07

STA. 30 HOWLAND FDID 78121

15-0000100	02/04/2015	2 Automatic aid received	#Personnel	4	0	0	0
Their Inci	15-307	Response Time: 00:06:39	#Appartus	1	0	0	0
15-0000192	02/26/2015	4 Automatic aid given	#Personnel	4	0	0	0
Their Inci	15-0529	Response Time: 00:04:01	#Appartus	1	0	0	0

Subtotal Responses: 2                      Average Response Time for Dept: 00:05:20

STA. 32 HOWLAND FDID 78121

15-0000148	02/16/2015	4 Automatic aid given	#Personnel	0	0	0	4
Their Inci	15-0450	Response Time: 00:12:00	#Appartus	0	0	0	2

Subtotal Responses: 1                      Average Response Time for Dept: 00:12:00

STA. 38 MECCA FIRE DEPARTMENT FDID 78133

15-0000192	02/26/2015	4 Automatic aid given	#Personnel	4	0	0	0
Their Inci	15-000047	Response Time: 00:04:01	#Appartus	1	0	0	0
15-0000200	02/28/2015	4 Automatic aid given	#Personnel	5	0	0	0
Their Inci	15-100	Response Time: 00:10:00	#Appartus	2	0	0	0

Subtotal Responses: 2                      Average Response Time for Dept: 00:07:01

STA. 46 VIENNA TWP. FIRE DEPARTMENT

15-0000091	02/01/2015	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	084	Response Time: 00:14:56	#Appartus	0	0	0	0

Subtotal Responses: 1                      Average Response Time for Dept: 00:14:56

Response time calculated from time notified to arrival.

BAZETTA

Inspections by Type

Date Completed Between {02/01/2015} And  
{02/28/2015}

Date	Time	Occupancy	Hrs	Fee
<b>200 INSPECTION - General</b>				
02/03/2015		EDWA01 Edward Jones Investments 2996 ELM RD NE/5	0.00	
02/03/2015		FARM02 FARMER JIM'S INDOOR SOCCER 2971 NILES CORTLAND RD NE	0.00	
02/03/2015		GRUM01 GRUMPY'S ICECREAM STATION 1144 STATE ROUTE 305 NE	0.00	
02/03/2015	12:59	INTE01 Intergrated Accounting & Tax Consulting 3378 STATE ROUTE 5	0.19	
02/03/2015		MENA01 Menards 2057 ELM RD NE	0.00	
02/03/2015	13:55	SARK01 SARKO'S CHEM DRY 2345 NILES CORTLAND RD NE	0.30	
02/03/2015	10:06	LAKE01 LAKEVIEW MANOR 1060 PERKINS JONES RD NE/1058 PERKINS JONES RD	0.02	
02/10/2015	14:10	MARK01 MARK THOMAS FORD 3098 ELM RD NE	0.33	
<b>Total Activities for Type:</b>			<b>8</b>	<b>0.84</b>
<b>421 Senior Watch Safety Class</b>				
02/27/2015	10:00	SENI01 Senior Watch ( Anna R. DeSoto 3296 TRAPPERS TRL NE/UNIT D	1.00	
<b>Total Activities for Type:</b>			<b>1</b>	<b>1.00</b>
<b>Grand Total Activities:</b>			<b>9</b>	<b>Grand Totals: 1.84 0.00</b>

**BAZETTA TOWNSHIP TRUSTEES  
SPECIAL MEETING MINUTES**

Date: April 11, 2015 at 8:30 am  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:

Vice Chairman Paul Hovis  
Trustee Frank Parke  
Chairman Trustee Ted Webb

**119-15** To call the meeting to order at 8:30 am.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**120-15** To approve payment of not more than \$5,000 for permits, construction, and insurance to Norfolk Southern. To be paid from the Fire Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**121-15** To recess into Executive Session at 8:46 am to discuss personnel issues.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**122-15** To reconvene from Executive Session at 9:47 am with no action taken.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**123-15** To accept the letter received from Assistant Chief Rink requesting reassignment of duty to position of Captain effective 04-12-15.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

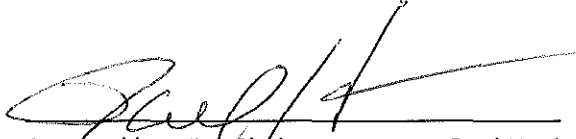
**Vote:** Trustee Hovis - Yes      Trustee Parke - Yes      Trustee Webb - Yes

**124-15** To adjourn the meeting at 10:00 am.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Vice Chairman Trustee Paul Hovis



Approved by: Chairman Trustee Ted Webb

Dated: \_\_\_\_\_

Dated: 4/20/15



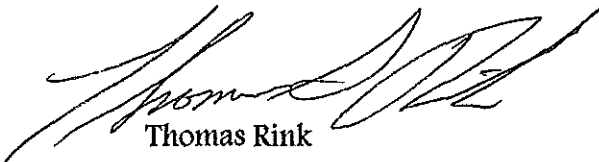
Board of Trustees,

Over the past several months we have had a number of labor management meetings. One topic was ways that we can save as much extra money as possible.

After much thought and discussion, I would like the Trustees to consider the temporary re assignment of my rank from Assistant Chief, back to the rank of Captain. The position of Assistant Chief will remain open during this saving period and when our goals have been met, I would return back to the position of Assistant Chief.

If this is accepted I would like it to take effect 4-12-15

Thank you,

A handwritten signature in black ink, appearing to read 'Thomas Rink', written in a cursive style.

Thomas Rink

Asst. Chief

## BAZETTA TOWNSHIP TRUSTEES EMERGENCY MEETING MINUTES

Date: April 14, 2015 at 7:30 am  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:

Vice Chairman Paul Hovis  
Trustee Frank Parke  
Chairman Trustee Ted Webb  
Secretary Robyn Metheny

**125-15** To call the meeting to order at 7:30 am.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**126-15** To place the Fire Chief on a paid administrative leave due to a grievance filed by the Bazetta Fire Department Union, Local 3703, pending the outcome of an investigation pursuant to ORC 505.38

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**127-15** Pursuant to ORC 505.38 to appoint Mr. Robert Hill to conduct an investigation and prepare any necessary charges and present finding to the board of trustees. This board authorizes the use of any and all means available by the township required to complete the investigation.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**128-15** To place Captain Rink in the capacity of Acting Chief immediately until an investigation is completed.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

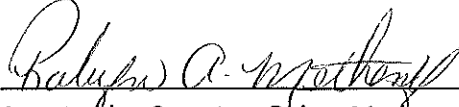
**Vote:** Trustee Hovis - Yes      Trustee Parke - Yes      Trustee Webb - Yes

**129-15** To adjourn the meeting at 7:31 am.

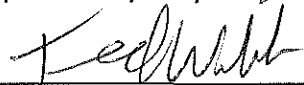
**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

  
\_\_\_\_\_  
Attested by: Secretary Robyn Metheny

Dated: 04-21-15

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

Dated: 4/20/15

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: April 20, 2015 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

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

- Trustee Webb reminded the assemblage of the Public Comment procedures
- Trustee Webb stated that the Special Meeting on April 11 was supposed to be for personnel issues only, but the Trustees transacted business that they should not have
  - Prior to the meeting, they received information regarding the new fire station that they thought needed to be acted upon immediately
  - Following the meeting, they realized their mistake in passing a resolution not for the declared purpose of the Special Meeting
  - Resolutions #133-15 and #134-15 below are to rectify that error

**130-15** To accept the minutes from the April 6 Regular, April 11 Special, and April 14 Emergency Meetings.

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

**131-15** 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

**132-15** To award the bid for Spring Clean-Up to Sunburst Environmental Services, the low bidder at \$693.00 per load.

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

**133-15** To rescind Board Resolution #120-15.

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

**134-15** To approve an expenditure not to exceed \$5,000.00 to Norfolk Southern for permits, construction, and insurance for the new fire station, to be paid from the Fire Fund.

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

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

- Invitation from DC Wellness to attend their Healthcare Reform Luncheon
- Invitation from Treasurer of Ohio to participate in OhioCheckbook.com
- Letter from Ohio Department of Transportation regarding a Pre-Construction Conference for Project 165 (2015)

**Administration:**

- Trustee Parke stated that trees were planted in the park on Saturday and new mulch will be laid down
- Trustee Webb noted the following
  - Trustees and Road Superintendent Parke will attend dinner with the Trumbull County Engineer on April 29
  - A special dinner and service was held for Bazetta officials at Calvary Bible Church on Sunday and was attended by various elected officials, policemen, and firemen

**Fire Department:**

- Nothing to report

**Police Department:**

- See Attached Agenda
- Detective Sofchek announced that Safety Day will be June 13 from 11am - 2pm at the Mosquito Lake Marina

**135-15** To conditionally hire Nicholas I. Gregory as a Reserve Officer, pending negative background check and pre-employment drug screen results.

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

**136-15** To approve an expenditure of \$4,885.00 with Collins Heating & Cooling for purchase and installation of a Luxaire Rooftop unit and assorted materials, to be paid from the Police Fund.

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

**137-15** To approve an expenditure not to exceed \$1,507.40 with Standard Law Enforcement Supply for two (2) Alpha Elite Level II with soft trauma plate and 5x8 Speed Plate body armor, to be paid from the Police Equipment Fund.

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

**Road Department:**

- Road Superintendent Parke reminded the assemblage of the following
  - Clean Up Day will be Saturday, May 2 from 8am - 4pm at the Road Department
  - ID proving residency must be shown
  - Limit of 8 tires per resident

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

- Zoning Inspector Mills reported the following
  - Thanked the Trustees for his ongoing education

- Working on junk vehicles around the township
- Working on several other complains about which warning letters have been sent
- Working on getting certification as an official Zoning Inspector through an new certification process that is in the works in the State of Ohio
- Asked Fiscal Officer Drew to add "Code Enforcement Board of Appeals" to the next section

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb reported that the next meeting would be July 1 at 7pm at the Administration Building

**138-15** To approve the attached §505.86 Resolution #1 (Request for Inspection of §505.86 Property).

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

**Parks & Recreation Board:**

- Trustee Webb reported the following
  - Trees were planted over the weekend
  - There has been some discussion about park benches

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

- Jane Lewis of Durst Clagg Road stated the following
  - Asked about the corrections made to the April 11 meeting - was this meeting only for personnel issues
    - Trustee Webb said Resolution #120-15 needed to be rescinded because that was not the declared purpose of the meeting, which was to discuss personnel issues
    - Trustee Webb further noted that they had mistakenly thought that contents of that motion were something that needed to be acted upon right away
  - Asked what the money was being spent for
    - Trustee Webb said it was for permits and fees for the water lines that would have to be extended to the new fire station
  - Asked Fiscal Officer Drew if she could provide her with an accounting of all monies spent with Baker Bednar & Associates since the fire station project began
    - Fiscal Officer Drew said she could do so the following day
  - Asked the Fiscal Officer and Trustees for a copy of the grievance filed against Chief Lewis, noting that she has been asking for this for 6 days
    - Fiscal Officer Drew noted that no copy of the grievance had ever been given to her

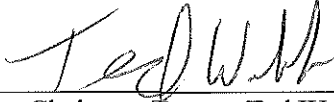
**139-15** To adjourn the meeting at 7:17pm.

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 04-28-15



Approved by: Chairman Trustee Ted Webb

Dated: 04-29-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
24813	98.60	VW24813	Agnew Lawn & Garden	Supplies
24814	455.12	VW24814	Advance Auto Parts	Supplies
24815	1426.28	VW24815	American Tire Distributors	Tires
24816	6258.87	VW24816	BE Solutions	Claims Runs
24817	478.00	VW24817	CDW Government	Supplies
24818	218.00	VW24818	Coldspring Memorial	PAYMENT
24819	19.20	VW24819	AT&T Mobility	Service
24820	143.38	VW24820	D&T P.M. Truck Repairs LLC	Supplies
24821	419.94	VW24821	Dominion East Ohio	Service
24822	100.00	VW24822	Elizabeth Minor	Hall Rental - Deposit Reti
24823	238.00	VW24823	Fiore's Service Center	Supplies
24824	220.45	VW24824	Finley Fire Equipment	Supplies
24825	37.30	VW24825	Lou Wollam Chevrolet, Inc.	Supplies
24826	241.05	VW24826	Lowe's Business Acct/SYNCB	Supplies
24827	1197.00	VW24827	Ohio Billing, Inc.	EMS Contracts
24828	13656.02	VW24828	Ohio Insurance Services Agency	Insurance
24829	519.97	VW24829	Orwell Natural Gas	Service
24830	88.99	VW24830	Purchase Power	Postage
24831	42.50	VW24831	PTNE, Inc.	Service
24832	125.00	VW24832	Penn Care Medical Products	Supplies
24833	921.24	VW24833	Payne Auto Body, Inc.	Service
24834	1350.00	VW24834	Printer's Edge	Service
24835	420.00	VW24835	Roscoe Bros. Inc. Of Gustavus	Supplies
24836	324.80	VW24836	Standard Insurance Company RD	Insurance
24837	300.00	VW24837	Schultz Towing, Inc.	Towing
24838	90.00	VW24838	Stanwade Metal Products	Supplies
24839	165.00	VW24839	Service 1	Supplies
24840	37.59	VW24840	Sunrise Spring Water Company	Service
24841	112.26	VW24841	Trumbull County Water And Sewer	Service
24842	50.00	VW24842	Treasurer State of Ohio	Service
24843	270.00	VW24843	UPMC Horizon	Supplies
24844	10.00	VW24844	Walmart Business/SYNCB	Supplies
24845	4519.20	VW24845	Wex Bank	Gasoline/Diesel
24846	25.00	VW24846	Youngstown Radio Service, Inc.	Service
=====				
	34578.76		Total Amount of Pending Warrants	



QUOTE FOR FURNISHING EQUIPMENT FOR REMOVAL OF RUBBISH ON BAZETTA  
TOWNSHIP CLEAN UP DAY FOR SATURDAY, MAY 02, 2015.

NAME OF COMPANY:

SUNBURST ENVIRONMENTAL SVC INC  
PO BOX 425  
CORTLAND OH 44410

PRICE PER DUMPSTER \_\_\_\_\_ ( ) CUBIC YARDS

PRICE FOR PACKER LOAD 693.00 \_\_\_\_\_ ( ) CUBIC YARDS

  
\_\_\_\_\_  
SIGNATURE OF SUPPLIER

THE ABOVE QUOTE MUST BE RETURNED BY MARCH 13, 2015.

PLEASE NOTE LIMITATIONS ON ITEMS NOT ACCEPTABLE FOR COLLECTION.

*Tires  
Motor oil  
liquid paint, thinners, etc.  
Appliances which contain foam  
flammable material*

Agenda for Police Department Monday April 20, 2015

Wed 4/15/2015 12:43 PM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

The police department Agenda is as follows for Monday April 20, 2015:

1. To hire Nicholas I. Gregory as a Reserve Police Officer pending a psychological evaluation, pre-employment drug screen and physical.
2. To purchase and approve payment for a 3-ton Luxaire rooftop unit including installation, labor, materials and ductwork from Collins Heating and Cooling at a cost of \$4,885.00 (bill attached).
3. To purchase and authorize payment to Standard Law Enforcement Supply Co. for two (2) Alpha Elite Level II with soft trauma plate and 5X8 Speed Plate body armor at a cost not to exceed \$1507.40 (attached ).

This is all and I thank you for your time!!! Have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*



**Contractors Invoice**

TO: Collins Heating & Cooling  
 4284 Bushnell-Campbell Rd.  
 Fowler, OH 44418

WORK PERFORMED AT:  
 2671 Mc Cleary Sycly Rd  
 Cortland, OH 44410

Beyettes Police Dept

DATE: 4-10-15

YOUR WORK ORDER NO.:

OUR BID NO.:

DESCRIPTION OF WORK PERFORMED

Furnished all labor, Materials, Ductwork  
 Equipment for Installation of New 3-Ton  
 Japanese Rooftop Unit for Officers Complete  
 with Crane lift

labor + Materials  
 Total - 4,885.00

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_ ).

This is a  Partial  Full Invoice due and payable by: \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_

# Standard Law Enforcement Supply Co

# Invoice

4920 East 345 Street  
Willoughby, OH 44094

Phone # 440-942-2800 Fax # 440-942-7154

Date	Invoice #	Due Date
4/13/2015	42070	5/3/2015

Bill To
<b>Bazetta Police Dept.</b> <b>Chief Michael Hovis</b> <b>2671 McCleary Jacoby Rd.</b> <b>Cortland, Ohio 44410</b>

Ship To
<b>Bazetta Police Dept.</b> <b>Chief Michael Hovis</b> <b>2671 McCleary Jacoby Rd.</b> <b>Cortland, OH 44410</b>

Rep	P.O. Number
SS	

Ship Date	Via
4/13/2015	Drop Ship

Terms
Net 20

Item Code	Description	Size	Qty	B/O	Shipped	Rate	Amount
AXII	Alpha Elite LVL II W/ soft trauma plate		2		2	716.00	1,432.00
Vision Carrier	Vision Carrier, W/O ThorShield				4	0.00	0.00
PLT012ECRN	5"x8" Speed Plate	5" x 8"	1		1	75.40	75.40

It's been a pleasure working with you!

<b>Subtotal</b>	<b>\$1,507.40</b>
-----------------	-------------------

<b>Sales Tax (7.0%)</b>	<b>\$0.00</b>
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<b>Balance Due</b>	<b>\$1,507.40</b>
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E-mail	Mary@stdlaw.net
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Web Site	www.stdlaw.net
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§505.86 - Resolution # 1

~~REQUEST FOR INSPECTION OF §505.86 PROPERTY~~

RESOLUTION No. 138-15

**BE IT RESOLVED**, that the Board of Trustees requests and directs the Township Fire Chief, County Building Inspector and/or the Trumbull County Health Department conduct an inspection of the following listed property in the township to determine if the property is insecure, unsafe, structurally defective and unfit for human habitation.

[ List property, address, auditor parcel no. ]

639 Everett Hull Rd. Cortland, Oh. 44410  
Parcel # 31-073100

Trustee Houis - Absent

Trustee Parke - Yes

Trustee Webb - Yes

**BAZETTA TOWNSHIP TRUSTEES  
EMERGENCY MEETING MINUTES**

Date: April 29, 2015 at 8:30am  
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

**140-15** To recess into Executive Session at 8:30am to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee, per ORC §121.22(G).

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

**141-15** To reconvene from Executive Session at 9:21am with no action taken.

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

**142-15** Per ORC §505.38 and the attached letter, to reinstate Dennis Lewis as Fire Chief of Bazetta Township, effective immediately, pending the outcome of an investigation and hearing.

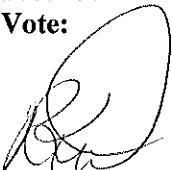
**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**143-15** To reinstate Thomas Rink to the position of Captain, effective as of the end of his eight (8) hour shift today.

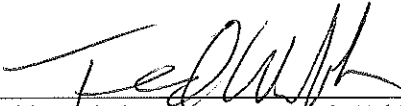
**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**144-15** To adjourn the meeting at 9:31pm.

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

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

Dated: 04-30-15

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

Dated: 5-4-2015



# Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699  
Office Phone: 330-637-8816 / Fax: 330-637-4588  
www.bazettatwp.org



April 29, 2015

Dennis K. Lewis  
165 East Main St.  
Cortland, OH 44410

Chief Lewis:

7012 3050 0000 2629 4537

U.S. Postal Service <sup>™</sup>	
CERTIFIED MAIL <sup>™</sup> RECEIPT	
<i>(Domestic Mail Only, No Insurance Coverage Provided)</i>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	
Street, Apt. # or PO Box #	Dennis K. Lewis
City, State, Z	165 East Main St. Cortland, OH 44410
PS Form 3800, August 2006	
See Reverse for Instructions	

Per ORC 505.38 and Resolution 142-15 you are being reinstated as Fire Chief of Bazetta Township effective immediately pending the outcome of investigation and hearing.

Per our phone conversation of 4-29-15 we are requiring you to retrieve in a sealed envelope your ID Card and Murphy's Gas Card surrendered 4-14-15 at the township administration building during normal business hours.

This notice will also be sent certified mail to your home address.

Any questions can be directed to Chairman Trustee Ted Webb.

Sincerely,

Theodore J. Webb  
Trustee Chairman

cc: Trustee Hovis  
Trustee Parke  
Attorney Finamore's Office  
File

7012 3050 0000 2629 4537

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: April 6, 2015 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

**103-15** To accept the minutes from the March 16 Regular Meeting.

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

**104-15** 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

**105-15** To authorize the Fiscal Officer to do the following transfers.

*\$2,296.80 from Fund 01 (General) to Fund 30 (Capital Expenditures OPWC)*  
*\$5,000.00 from Fund 01 (General) to Fund 13 (Zoning)*

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

**106-15** To authorize the Fiscal Officer to do a Supplemental Appropriation of \$295.00 for Fund 14-A-01A (Fire/EMS Training Center: Supplies).

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

**107-15** To approve the attached program from On Demand Drug Testing & Work Solutions for Bazetta Township's BWC Drug Free Safety Training, at a cost of \$255 plus \$85 per counseling session, to be paid proportionally by the General, Road & Bridge, Cemetery, Police, and Fire Funds.

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

**108-15** To approve the attached *On Demand Drug Testing Company DOT Post Accident Testing and Controlled Substance Abuse Policy (Drug & Alcohol Policy)*.

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



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

- Invitation from Trumbull County Engineer to attend the 201 Annual Township Dinner
- Information from Trumbull County Engineer regarding Summer Fill Sodium Chloride Participation
- Copy of permit to haul or move overweight equipment from Trumbull County Engineer to Trumbull County Commissioners
- Notice from Trumbull County Emergency Management Agency for their Advisory Board Meeting
- Resignation letter from Patrolman Justin O'Rourke

**Administration:**

- Trustee Parke stated the following
  - Bob McBride of Bob's Tree Service said he would cut-down the tree at the new fire station property for free, but would not haul them away or remove stumps
  - Mr McBride also expressed concern about used tanks at Amerigas
- Trustee Parke asked Chief Lewis if he could look into this
  - Chief Lewis said the Ohio State Fire Marshall had been here before and said there is nothing that can be done, but that he will look into it and report back at the next meeting
- Trustee Webb thanked Fiscal Officer Drew
  - For attending a meeting with him at the Tribune Chronicle
  - For putting together a great presentation in support of the General Fund Levy

**Fire Department:**

- See Attached Report

**109-15** To approve an expenditure not to exceed \$10,000.00 with D&T PM Truck Repair for repairs to hydraulic generator, pump seals, and pump bearings, to be paid from the Fire Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**110-15** To adopt the attached *Resolution Certifying the Fire Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Acton for the Recovery of those Costs in Accordance with ORC§3745.13(A)* for July 28, 2014.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**111-15** To adopt the attached *Resolution Certifying the Fire Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Acton for the Recovery of those Costs in Accordance with ORC§3745.13(A)* for January 31, 2015.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**112-15** To approve an expenditure of \$1,450.62 with American Tire Distributors for ten (10) new tires, 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:**

- Thanked Fiscal Officer Drew for a good budget meeting last week
- See Attached Agenda & Report

**113-15** To accept the resignation of Patrolman Justin R. O'Rourke, effective immediately.

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

**114-15** To adopt the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Acton for the Recovery of those Costs in Accordance with ORC§3745.13(A)* for July 28, 2014.

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

**115-15** To adopt the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Acton for the Recovery of those Costs in Accordance with ORC§3745.13(A)* for January 31, 2015.

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

- Trustees Hovis and Parke thanked the department for staying on top of things
- Trustee Parke thanked all department heads for the new drug policy and the related savings

**Road Department:**

- Road Superintendant Parke reported the following
  - Cemetery clean up went very well, but they may need to make new signs next year
  - Spring Clean Up will be at the Road Department on May 2 from 8am to 4pm

**116-15** To authorize the Fiscal Officer to transfer \$6,278.56 from 01 (General) to 04 (Road & Bridge).

**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:**

- See Attached Minutes

**117-15** To appoint Meghan Giering as a Member of the Parks & Recreation Board, effective immediately.

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

**Safety Committee:**

- Road Superintendant Parke reported the following
  - Department heads and employees are working hard to keep Bureau of Worker's Compensation (BWC) costs down
  - Applauded employees and Trustees for bringing costs down to \$32,174 in 2015 from a high of \$133,988.51 in 2004
  - New drug testing facility will save the township roughly \$6,000 over 10 years
- Trustees Parke and Webb commended the committee for their prudence

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

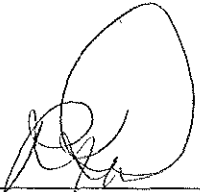
- Trustee Hovis reminded the assemblage of the Public Comment procedures

118-15 To adjourn the meeting at 7:18pm.

**Motion:** Trustee Hovis

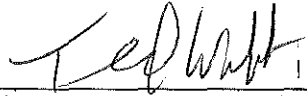
**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 04-07-15



Approved by: Chairman Trustee Ted Webb

Dated: 4-20-2015

PENDING WARRANT REPORT  
Bazetta Township [2015]

Date: 04/06/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	THE HUNTINGTON NATIONAL BANK	PAYMENT
4	155.50	VW 4	THE HUNTINGTON NATIONAL BANK	PAYMENT
24690	125.05	VW24690	Automotive Distributors Warehouse	PAYMENT
24691	597.40	VW24691	American Tire Distributors	PAYMENT
24692	79.90	VW24692	Agnew Lawn & Garden	PAYMENT
24693	800.00	VW24693	Attorney Mark S. Finamore	PAYMENT
24694	19.20	VW24694	AT&T Mobility	PAYMENT
24695	609.00	VW24695	BE SOLUTIONS	PAYMENT
24696	1923.77	VW24696	Business Card	PAYMENT
24697	4115.59	VW24697	BE SOLUTIONS	PAYMENT
24698	250.00	VW24698	Blackwater Water Rescue	PAYMENT
24699	34.86	VW24699	Carine & Company	PAYMENT
24700	108720.00	VW24700	CDW-G	PAYMENT
24701	111.03	VW24701	City of Warren, Utility Services	PAYMENT
24702	5300.00	VW24702	Agnew's Lawn & Garden	PAYMENT
24703	464.08	VW24703	Cerni Motor Sales, Inc	PAYMENT
24704	1107.00	VW24704	Clean Air Concepts	PAYMENT
24705	1198.59	VW24705	DELTA DENTAL	PAYMENT
24706	25.00	VW24706	Dianne Runnestrand	PAYMENT
24707	641.69	VW24707	D&T P. M. & Truck Repair	PAYMENT
24708	29.45	VW24708	Finger Lake System Chemistry	PAYMENT
24709	439.99	VW24709	Graybar Financial Services, LLC	PAYMENT
24710	25.00	VW24710	Howard Wetzell	PAYMENT
24711	276.00	VW24711	Accord Occupational Health Services	PAYMENT
24712	400.00	VW24712	BUD'S TOWING & RECOVERY, LLC	PAYMENT
24713	212.70	VW24713	Carter Lumber	PAYMENT
24714	25.00	VW24714	Jack Hineman	PAYMENT
24715	150.00	VW24715	King's Sanitary Services	PAYMENT
24716	53.40	VW24716	Mark Thomas Ford	PAYMENT
24717	152.65	VW24717	MICHAEL MANNELLA	PAYMENT
24718	44.55	VW24718	MICHAEL MANNELLA	PAYMENT
24719	500.00	VW24719	NORTHSTAR TOWING, INC.	PAYMENT
24720	600.00	VW24720	OTAS Systems	PAYMENT
24721	18116.00	VW24721	Ohio Insurance	PAYMENT
24722	1837.22	VW24722	Ohio Edison	PAYMENT
24723	1193.42	VW24723	Ohio Edison	PAYMENT
24724	3010.00	VW24724	Physio-Control, Inc.	PAYMENT
24725	125.00	VW24725	Penn Care Medical Products	PAYMENT
24726	25.00	VW24726	Rita Benoit	PAYMENT
24727	62.15	VW24727	ROBERT A. WASSER	PAYMENT
24728	117.24	VW24728	Congressman Tim Ryan	PAYMENT
24729	131.15	VW24729	Sunburst Environmental Service, Inc.	PAYMENT
24730	8.97	VW24730	Sweeper Man Sales & Service	PAYMENT
24731	313.20	VW24731	Standard Insurance Company RE	PAYMENT
24732	300.00	VW24732	SCHULTZ TOWING, INC.	PAYMENT
24733	27.00	VW24733	Trumbull County Legal News	PAYMENT
24734	2032.89	VW24734	Trumbull County Engineer	PAYMENT

PENDING WARRANT REPORT  
Bazetta Township [2015]

Date: 04/06/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
24735	167.61	VW24735	Trumbull County Water & Sewer Acct. Dept	PAYMENT
24736	250.00	VW24736	Trumbull Security Systems	PAYMENT
24737	530.66	VW24737	Time Warner Cable	PAYMENT
24738	3208.88	VW24738	Trumbull County 911	PAYMENT
24739	496.16	VW24739	Vision Service Plan	PAYMENT
24740	310.55	VW24740	Warren Fire Equipment, Inc.	PAYMENT
24741	123.09	VW24741	Ainsley Oil Company	PAYMENT
24742	301.49	VW24742	Dominion East Ohio Gas	PAYMENT
24743	15210.48	VW24743	Fallsway Equipment Company	PAYMENT
24744	35.00	VW24744	Howland Alarm Company	PAYMENT
24745	343.92	VW24745	Handyman Supply Inc.	PAYMENT
24746	123.85	VW24746	Cortland Auto Parts	PAYMENT
24747	17.16	VW24747	Verizon Wireless	PAYMENT
=====				
	178064.79		Total Amount of Pending Warrants	

# **B**AZETTA TOWNSHIP POLICE DEPARTMENT



2671 McCleary Jacoby Rd. Cortland, Ohio 44410, 330- 638-5503, Fax 330- 638-9927

Chief of Police Michael J. Hovis  
Sgt. Christopher G. Herlinger

March 24, 2015

Board of Trustees,

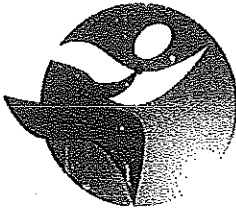
The three department heads would like to request that our current CAPE program be changed from Community Solutions to On Demand Drug Testing & Work Solutions for our 2015 calendar year. On Demand offers BWC Drug Free Safety Trainings at a cost of \$225.00 and then fee for service counseling for \$85.00 per session? If we would have been using On Demand for the last ten (10) years we would have saved \$6165.00. We only have used this service seven (7) times over the last ten (10) years. We essentially paid for seventy-three (73) sessions that were never used by paying Community Solutions due to the way they currently bill the township.

By using On Demand, the current CDL drivers would meet current Federal Motor Carrier Safety Regulations that must be met by the drivers.

We believe that this is a potential way to save monies on our BWC program of Drug Free Safety.

We would ask that a resolution be passed at the next trustees meeting on April 6, 2014 so that On Demand can provide this service to the township and potentially save us money.

The Bazetta Department Heads/ BWC Coordinators



# ON DEMAND DRUG TESTING & WORK SOLUTIONS

102 WESTCHESTER DRIVE  
AUSTINTOWN, OHIO 44515  
Phone: 330-270-3660 Fax: 330-953-3691

## ACCOUNT SET-UP INFORMATION

Company Name: <u>Bazetta TWP</u>		# of employees:
DER to Receive Results: <u>Rita K. Drew</u>	Billing Contact: <u>Rita K. Drew</u>	
Physical Address: <u>3372 STATE ROUTE 5</u>	Billing Address: <u>3372 STATE ROUTE 5</u>	
City/State/Zip: <u>Cortland, OH 44410</u>	City/State/Zip: <u>Cortland, OH 44410</u>	
Telephone#: <u>330-637-8816</u>	Telephone#: <u>330-</u>	
Fax #: <u>330-637-4588</u>	Fax #: <u>330-637-4588</u>	
Email: <u>rdrew@bazettatwp.org</u>	Email: <u>rdrew@bazettatwp.org</u>	

Additional Contacts: FD. DENNIS LEWIS PD. MIKE HOVIS Road Dept. KRIS PARKE

Do you currently have a Drug Free Workplace Policy?  Yes  No BWC Member?  Yes  No

Under what circumstances does your company perform a drug screen:  Urine  Hair  Breath Alcohol

Pre-Employment  Random  Post Accident  Reasonable Suspicion

Follow Up  Collection Only

If conducting random testing, would you prefer:  Monthly  Quarterly  At 25 % per Year

Which drug panel is to be performed?  DOT 5  5  10  10 + Oxy  11 Panel Expanded Oplate  
 Instant Test

Do you have DOT regulated employees?  Yes  No If "Yes" - How many? 4

Do you wish to be included in our DOT consortium?  Yes  No

Do you have employees that work at out of town sites?  Yes  No ~~Yes~~

Would you prefer:  On-Site Collections  Collections performed at On Demand Drug Testing

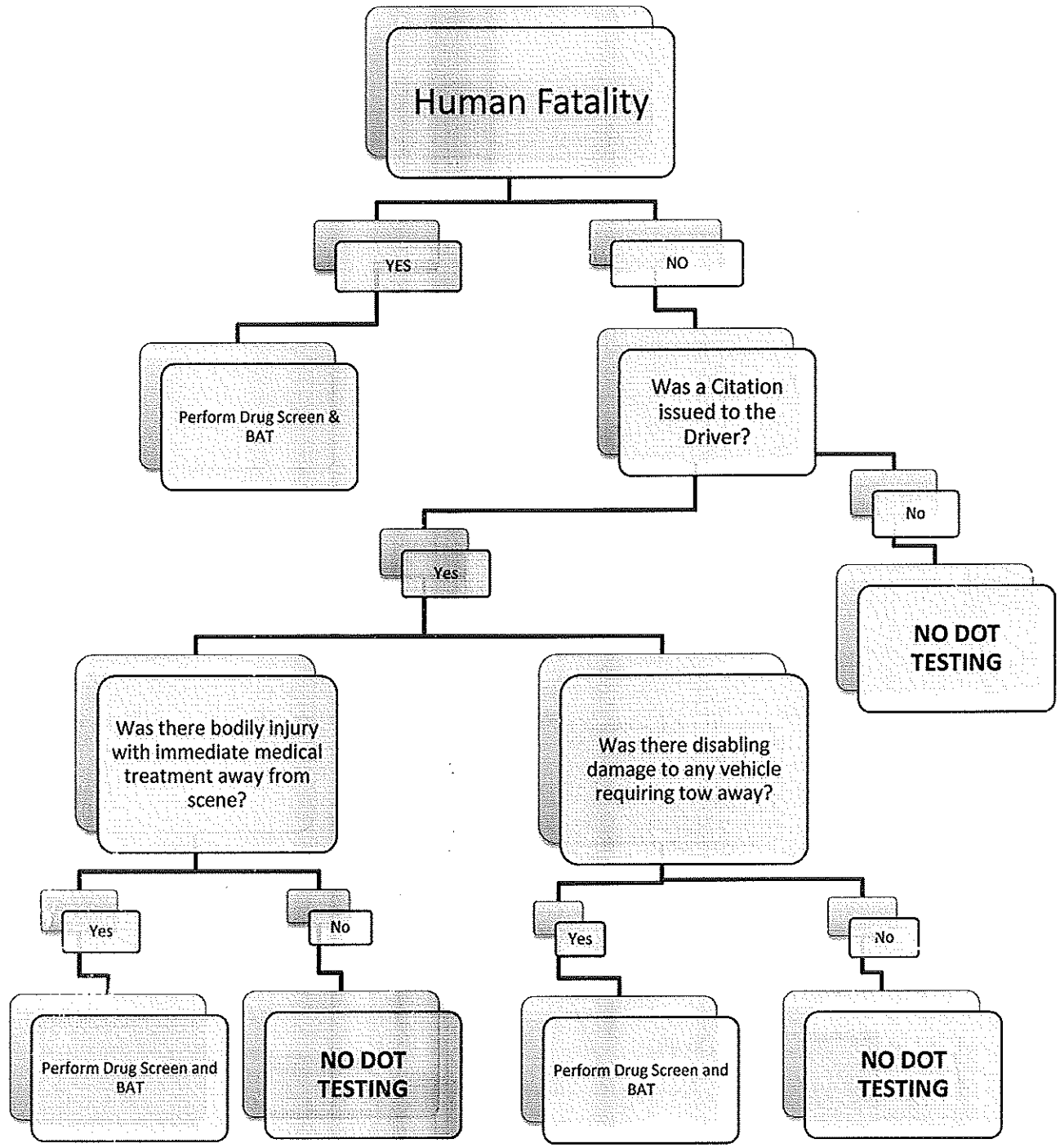
Do you need any of the following additional services:

<input checked="" type="checkbox"/> Drug and Alcohol Assessments (DOT/Non-DOT)	<input checked="" type="checkbox"/> EAP Services <sup>Fee For Service</sup>	<input type="checkbox"/> Wellness
<input type="checkbox"/> DOT Physicals	<input checked="" type="checkbox"/> Employment Physicals	<input type="checkbox"/> CPR/First Aid/BBP
<input type="checkbox"/> Essential Function Testing	<input type="checkbox"/> BCI/FBI Fingerprinting	<input type="checkbox"/> Background Checks
<input checked="" type="checkbox"/> Occupational Testing (Hearing, Pulmonary Function, etc.)	<input type="checkbox"/> Workers' Comp Services/Nurse Triage	

Rita K. Drew  
Signature of Company Official  
Rita K. Drew  
Printed Name

04-06-15  
Date  
Fiscal Officer  
Position/Title

# DOT POST ACCIDENT TESTING



**ON DEMAND DRUG TESTING  
& WORK SOLUTIONS**





# ON DEMAND DRUG TESTING

## YOUR DRUG-FREE WORKPLACE PARTNER

102 WESTCHESTER DRIVE  
AUSTINTOWN, OHIO 44515  
Phone: 330-270-3660 Fax: 330-953-3691

Company: Bazetta Township C.D.L. Holders

Effective: 4/6/2015

### CONTROLLED SUBSTANCE ABUSE POLICY (Drug & Alcohol Policy)

#### I. Statement of Policy

, hereafter referred to as "Company", is responsible to comply with Department of Transportation Regulations designed to establish programs to help prevent accidents and injuries by drivers of commercial motor vehicles (hereafter referred to as "Drivers". To accomplish that end, the Company will not tolerate any of the following behavior by its Drivers:

1. Use of illicit drugs.
2. Abuse of legal drugs (prescription and over the counter).
3. Abuse of alcohol.
4. Sale, purchase, transfer, use or possession of illegal drugs, or prescription drugs obtained illegally.
5. Arrival for work under the influence of legal drugs, to the extent that job performance may be affected, or alcohol.

In the event of drug or alcohol abuse, the Company will use constructive disciplinary measures to motivate the Driver to seek assistance, and will direct said Drivers to appropriate resources that are available.

As with any policy that is dictated or directly influenced by governmental regulation, this policy is subject to change. These changes will be immediately incorporated into this policy. Management will make these changes and inform all affected personnel through verbal or written communications.

Procedures described herein are in accordance with Part 40 and Part 382 of the Federal Motor Carrier Safety Regulations.

The testing of Drivers urine for drugs and the testing of a Drivers saliva/breath for alcohol is an effective method to identify those in need of counseling, treatment or disciplinary action; however the urine testing program and the saliva/breath testing program is intended to supplement, not replace, other means by which the use of drugs and/or alcohol can be detected.

#### II. Controlled Substance Testing (Drugs)

##### A. Frequencies and Patterns Under Which a Driver May Be Tested:

1. Pre-employment Testing: Each Driver the Company intends to hire or use must be tested for the use of controlled substances as a pre-qualification condition. No offer of employment will be made to any driver until the results of this testing are available to the Company designated official.
2. Random Testing: Random testing will be conducted on an unannounced basis. Fifty (50) percent, ( or at the percentage required by Federal regulation at the time of the testing), of the average number of driving positions will be tested annually in a random manner. Thirteen (13) percent will be tested on a quarterly basis in a random manner. This will be accomplished by using a computer generated random number selector at the beginning of each period. As new drivers are added, they will use their social security number or employee identification number for the next period. All drivers will have an equal statistical likelihood of being selected for testing during any testing period.
3. Post-Accident Testing: The driver shall provide a urine sample to be tested for the use of controlled substances as soon as possible, but not later than thirty-two (32) hours after an accident, IF a person involved in the accident has to be treated immediately away from the scene AND our driver is cited; OR if a vehicle has to be towed because of disabling damage AND our driver is cited; OR if there are any fatalities. A driver who is seriously injured and cannot provide a specimen at the time of the accident shall provide the necessary authorization to the Company for obtaining hospital reports and other documents that would indicate whether there was any controlled substances in the driver's system. The company shall provide drivers with necessary information and procedures so that the driver will be able to meet these requirements.
4. Reasonable Cause Testing: The Company shall require a Driver to be drug tested upon reasonable cause for the use of controlled substances. The behavior pattern that suggests possible controlled substance use must be observed by at least one member of Company management/supervision who has received documented training in the socio-behavioral and physical changes associated with controlled substance abuse. These suspicions will be documented in writing within twenty-four (24) hours of the event or prior to the release of the test findings, whichever is earlier.
5. Return to Duty Testing: The Company shall ensure that before a Driver returns to duty requiring the performance of a safety sensitive function, and after having a verified positive test result for controlled

substances, the Driver shall undergo a return to duty test for controlled substances with a result indicating a verified negative result for controlled substances.

6. Follow-Up Testing: Following a determination by a substance abuse professional, that a driver is in need of assistance in resolving problems for the use of a controlled substance, the Company will ensure that the Driver is subject to unannounced follow up testing for controlled substance abuse as directed by the substance abuse professional. The follow up testing shall be conducted when the driver is performing, just prior to performing or just after performing a safety sensitive function.

#### **E. Identification of Substances to be Tested in the Urine:**

Urine drug testing will be conducted in conjunction with each of the categories listed in Section A to determine and/or identify the presence of any controlled substance (or category of controlled substance) listed below:

1. Marijuana
2. Cocaine
3. Opiate
4. Phencyclidine (PCP)
5. Amphetamine

#### **C. Detection Thresholds for Abused Substances:**

1. Detection thresholds consistent with the available technology have been established for each of the drugs/drug groups listed in Section B. These detection thresholds will be used uniformly in the interpretation of all drug tests. In all cases, the testing will utilize a two-tiered technique. Initially, all specimens will be subjected to a screening analysis using FDA approved drug screening reagents. If a specimen produces a positive result at or above the detected threshold, that specimen will then be subjected to a second level confirmation procedure utilizing gas chromatography/mass spectroscopy technology. Only if both the screen and the GC/MS are positive at or above their respective detection thresholds will the urine be considered positive for that drug(s). If the GC/MS fails to confirm the findings of the original screening procedure, the substance will be reported as non-detectable (i.e., negative in the urine).

2. The detection thresholds shown here-next will be used to differentiate between positive and negative findings. These thresholds will be applied uniformly and without bias to all urine being tested. It is the responsibility of the lab to verify at the levels specified. Results will indicate only the presence or absence of the substance in question and will give no indication of semi-quantitative levels.

Substance Screen Threshold Confirmation Threshold

1. Marijuana 50 ng/ml 15ng/ml
2. Cocaine 150 ng/ml 100ng/ml
3. Opiate 2000 ng/ml 2000ng/ml
4. Phencyclidine (PCP) 25 ng/ml 25ng/ml
5. Amphetamine 500 ng/ml 250 ng/ml
6. Heroin 6-Acetyl-Morphine 10 ng/ml 10 ng/ml
7. MDMA (Ecstasy) 500 ng/ml 250 ng/ml

#### **D. Testing Exclusion:**

The Company specifically limits its testing to the drugs listed in Section B when determining the following:

1. Temperature of the specimen at the time of collection.
2. Specific Gravity of the specimen.
3. Ph of the specimen.
4. Urine Creatinine of the specimen.

These additional tests will be conducted to ensure that the specimen provided by the Driver meets the technical quality requirements for the testing and that no attempt has been made on the part of the driver to adulterate or substitute any specimen. The Company specifically prohibits the urine to be used for any other reason than to determine the presence of controlled substances listed in Section B. Specifically prohibited is testing for alcohol, pregnancy, diabetes, any genetic disease and/or trait, and any other disease or medical condition that could be detected in the urine specimens using established clinical technology.

#### **E. Specimen Collection Protocol**

To ensure consistency and uniformity of specimen collection, the following procedures shall be followed when any specimen is collected for the purpose of substance abuse testing:

##### **1. Pre-Employment Testing:**

- (1). At the time of the first interview, all applicants will be notified by the interviewer that a pre-employment drug test is required prior to a final offer of employment.
- (2). The interviewer will provide the prospective employee with a copy of the informed consent document at that time.
- (3). The interviewer will explain the form to the applicant and afford the applicant an opportunity to ask any questions. As part of the interview process, the interviewer will document any questions asked and the response given.
- (4). The applicant will be afforded the opportunity to review a complete set of company policies relating to substance abuse. The interviewer will afford the applicant the opportunity to ask any questions that may arise. If the interviewer cannot answer a specific question that has been asked, the applicant will be referred to the designated company official for clarification. Both the interviewer and the designated company official

will document in writing any question and the responses that were given.

(5). The applicant will be asked to complete the consent document, sign and date it. Following the signing by the applicant, the interviewer must also sign and date the document. A failure or refusal on the part of the applicant to sign the consent form will result in the immediate cessation of the employment process. After the applicant signs the consent document, the document will be placed in the applicants file. A failure or refusal to sign must be documented in writing on the interview form by the interviewer.

(6). The applicant will be instructed to go directly to the designated urine collection site by the interviewer. The applicant will then provide to the collection site all necessary paperwork for the completion of the test.

#### 2. Random Testing:

(1). With the implementation of this policy, the Company will select fifty (50) percent of the qualified Drivers at random for drug testing each year. The random testing will be conducted on a quarterly basis. All Drivers qualified under the testing requirements will be subject to testing each time random selection of Drivers is made. The Company has contracted a firm to perform the periodic selections of drivers for inclusion in random testing pools. The Company will provide employee names and social security numbers or employee identification numbers to be used in random selection drawings. The selecting firm will, in turn furnish the designated company official with a list of individuals to be tested at the beginning of each selection period. It is the responsibility of the designated company official to notify each Driver who has been selected with the time random testing specimens are to be collected. When notified, it is the responsibility of the Driver to provide a urine specimen for drug testing. A failure to comply with the request for random specimens will result in the Driver being deemed medically unqualified.

(2). At the time of notification, the Driver will be instructed to go directly to the designated urine collection site by the designated company official. The employee will notify the collection site that they have been selected and are ready to provide a urine specimen for random drug testing.

#### 3. Post-Accident Testing:

(1). Certain Drivers are required to undergo drug testing following their involvement in an accident.

(2). With the implementation of this policy, the Company shall require the Driver to provide a urine sample to be tested for the use of controlled substances as soon as possible, but no later than thirty-two (32) hours after an accident, if the driver of the commercial motor vehicle is cited for a moving traffic violation arising from the accident, or if the accident involved the loss of human life.

(3). If a urine sample is necessary, the Driver will be instructed to report to the designated urine collection site.

(4). In the event that the Driver is injured, the Company retains the right to contact any treating medical facility and request that a controlled substance test be obtained; or be obtained from the Drivers medical records, the result of any such test obtained during the course of treatment. The refusal of any Driver to allow the collection of these specimens or to attempt to block the release of these specimens will result in the medical unqualification of the Driver.

(5). Any driver who fails to report an accident to the designated company official, and/or who fails to comply with the post-accident testing requirements of this policy will be presumed to be positive for the presence of one or more of the controlled substance as listed in Part B. This will result in the Driver being deemed medically unqualified.

#### 4. Reasonable Cause Testing:

(1). All Drivers who are subject to testing may be required to undergo reasonable cause testing to ensure their continued fitness for duty. These Drivers will be required to submit to drug testing at the request of certain designated company officials as a part of the overall program.

(2). With the implementation of this policy, designated management personnel may request that certain Drivers undergo drug testing. Any Drivers of the Company who exhibits behavior and/or actions that can be clearly identified by designated personnel as arising from the possible abuse of controlled substances must be tested. These designated Company individuals, who have received documentable training in the recognition of substance abuse behaviors and controlled substance identifications, may, upon direct observation of a typical behavior may consult with a second person who has had like training. In all cases, the individual requesting the specimen must prepare written documentation describing the witnessed behavior and/or actions. This documentation must be prepared within twenty-four (24) hours of the time of specimen collection and in all cases prior to the release to Company officials of any test results. This documentation must be provided to the Company's designated Medical Review Officer for consideration when reviewing the test findings.

(3). The first priority of the designated Company official is to remove the suspected individual from the work environment. This is done to prevent the individual from causing harm to himself/herself, other persons in the work place and/or any other persons. The designated Company official will instruct the Driver to accompany him/her to a private area that is removed from the individuals co-workers. Once this has been done, the designated Company official will make a specific request to the Driver for a urine specimen on the grounds that there is reasonable suspicion that a substance abuse problem may exist.

(4). When notified by the designated Company official, it is the responsibility of the Driver to provide a urine specimen for drug testing. A failure to comply with the request for a specimen will result in immediate medical unqualification of the Driver.

(5). At the time of notification, the Driver will be escorted to the designated collection site by a designated Company official.

(6). The designated Company official, who has escorted the Driver to the collection site, will return the Driver to the workplace and instruct him/her that he/she will be notified of the results of the testing when they have been received by the Company. Until the results of the testing have been received, the Driver is temporarily suspended and is not to return to the workplace until notified by the Company of the outcome of the test. It is further the responsibility of the designated Company official to ensure that the Driver is

capable of safely leaving the work place unattended. If there is any question, instruct the Driver that transportation will be provided to the Driver, at Companies expense, to any reasonable destination.

**5. Return to Duty Test:**

(1). Following a verified positive drug test and at the direction of a Substance Abuse Professional, a Driver shall report to a designated urine collection site to be tested for the drugs listed in Part B of this policy. This return to duty test will be coordinated by the Substance Abuse Professional and the Company as to the date and time of such test.

**6. Follow-Up-Testing:**

(1). At the direction of a Substance Abuse Professional, a Driver identified as needing assistance with controlled substance use shall be subject to unannounced follow-up testing. A minimum of six (6) tests must be performed in the first twelve (12) months following a negative return to duty test. The maximum number of tests will be determined by the Substance Abuse Professional but cannot exceed sixty (60) months.

**F. Collection Site Procedures:**

1. The collection site personnel will ask the Driver to provide a drivers license for identification purposes and ask the Driver to remove any outer garments such as jackets, sweaters, coats etc.
2. Collection site personnel will have Driver complete necessary paperwork with regards to each drug test that is to be performed.
3. The Driver will be permitted to select a specimen collection kit from those available. Collection site personnel will not select the collection kit for the Driver.
4. The Driver will be instructed to open the shrink-wrapped collection kit and remove the contents contained therein. The Driver will complete the label attached to the form in accordance with instructions given and attached to the chain of custody form.
5. The Driver will be escorted to the collection site by collection site personnel.
6. The Driver will be instructed to void directly into the chosen specimen bottle. Female Drivers will be provided with appropriate adapters to ensure ease of collection. The Driver will not be accompanied into the actual collection area. No witnessing of the actual voiding of the specimen is permitted unless the test is a return to duty or follow up test. Collection site personnel will instruct the Driver to provide the urine specimen of at least forty-five (45) ml., and upon collection, to immediately give the specimen to collection site personnel, the collection site personnel will not leave the collection site area until the Driver emerges.
7. The Driver will accompany the specimen back to the collection area. Upon arrival, the collection site personnel will instruct the Driver to remain while final processing is completed.
8. Within four (4) minutes the collection site personnel will determine the temperature of the specimen to the nearest .01 degree Fahrenheit and record this information on the collection form. The temperature should be between 90 and 100 degrees Fahrenheit. If the specimen does not meet the above standards, the Driver will be notified. Any temperature outside the 90 to 100 degree range constitutes a reason to believe that the Driver has altered or substituted the specimen. The Driver may volunteer to have his/her oral temperature taken to provide evidence to counter the reason to believe the Driver may have altered or substituted the specimen. When a specimen is suspected of being altered or substituted, a second specimen shall be obtained through direct observation.
9. When an acceptable specimen has been obtained, the collection site person will open the second bottle from the collection kit selected and pour off fifteen (15) ml. into it from the first bottle. This is now the "split" specimen. The collector will then cap and seal the specimens. The Driver must witness the sealing of the specimens.
10. The Driver will be asked to review all information on the form and bottles for accuracy. If no errors are present, the label from the request form will be placed on the specimen bottles.
11. Both the collection site person and the Driver will then sign, date and indicate the time on the appropriate forms.
12. Collection site personnel will place the completed request form and the corresponding specimens into a designated shipping container and secure the specimens.
13. The Driver will then be instructed that all necessary procedures have been completed, and that he/she may leave.

**G. Review of Test Results**

1. To ensure that every Driver that is subject to testing is treated in a fair and impartial manner, the Company has retained the services of a Medical Review Officer (MRO). This MRO is an M.D. or D.O. licensed to practice medicine. It is the MRO's responsibility to review the results of each drug test performed by the laboratory prior to the results being made available to the designated company official.
2. In the event that any Driver tests positive for any of the drugs at or above the specified thresholds, the Driver will be afforded the opportunity to explain the findings to the MRO prior to the issuance of a positive report to the designated Company official. Upon receipt of a positive finding, the MRO will contact or attempt to contact the Driver by telephone or in person. The MRO will inform the Driver of the positive finding and afford the Driver an opportunity to rebut or offer an explanation of the findings. The MRO can request information on recent medical history and on medications taken within the last thirty (30) days. In the event the MRO finds support in the explanation offered, the Driver may be asked to provide documentary evidence to support the Drivers claim. A failure of the Driver to provide this evidence will result in the issuance of a positive report to the Company with no apparent medical explanation. At this time the MRO will inform the Driver that he/she may request the split specimen be analyzed on a verified positive. The Driver has seventy-two (72) hours to inform the MRO of the decision for the split to be tested. The MRO

will then provide a written request to the laboratory. The split specimen is then sent to a second Federally certified lab where the split analysis is conducted using GC/MS only; no DHHS cutoffs. The split result is reported to the MRO and will either reconfirm a positive or fail to reconfirm. Remaining portions of the split and primary are to be stored for at least one (1) year. Any failure to reconfirm is reported to the Company, the Driver and the Department of Transportation. Failure to reconfirm, inability to locate split, or lack of split collection requires cancellation of the test result.

3. In cases where appropriate documentary evidence is provided to the MRO, a negative report will be issued to the designated Company official.

4. If the Driver fails to contact the MRO within five (5) days of having been instructed to do so, the MRO will issue a positive report to the designated Company official.

#### **H. Result Reporting**

1. All results of testing will be reported to the MRO prior to their issuance to designated Company officials. The MRO will receive from the testing laboratory, a detailed report of the findings of the specimen. Each drug tested for will be listed along with the results of the testing. The Company will not receive a copy of this report from the MRO. The Company will receive a summary report only; that will indicate that the Driver has passed or failed the drug test. The Company will be notified of the specific drug(s) for which the Driver tested positive.

2. To protect the confidentiality of the Driver, all results of testing will be stored separate from the Drivers personnel or qualification file. These records shall be maintained under lock and key at all times. Access is limited to those designated company officials with a need to know. The information in these files will be utilized only to properly administer these policies and to provide for review by certifying agencies as required under Federal law.

3. Any Driver tested under these policies has the right to view and/or receive a copy of the test results. Within a period not to exceed six (6) months from the date of testing, any Driver may request the Company official in writing, that a copy of the test results be provided to them. The Company will promptly comply with this request and will issue to the Driver a copy of these results by certified mail.

#### **I. Quality Assurance**

1. The Company recognizes a responsibility to its Drivers to ensure that drug testing is performed at the highest possible standards. The Company has established a policy that blind samples will be submitted to its testing laboratory. The blind samples will be submitted by its consortium or third party administrator at a rate of three (3) per cent. The testing laboratory will receive these specimens in a manner that will not allow them to distinguish the blind samples from actual urine tests. Any failure on the part of the testing laboratory to properly perform blind specimen testing will result in an immediate review by Company management of the testing facility.

#### **J. Positive Drug Test Results**

1. Drivers who are found to have a confirmed positive drug test will be immediately suspended. In the absence of compelling reasons for a contrary result, such Driver will not be permitted to perform a safety sensitive function.

### **III. Alcohol Testing**

#### **A. Frequencies and Patterns Under Which a Driver May Be Tested:**

1. Random Testing: Random alcohol testing will be conducted on an unannounced basis. Ten (10) percent (or at the percentage required by Federal regulation at the time of testing) of the average number of driver positions will be tested annually in a random manner. Approximately 3.3 percent will be tested on a quarterly basis in a random manner. This will be accomplished using a computer generated random number selector at the beginning of each period. As new Drivers are added to the work force, they will use their social security number or employee identification number for the next testing period. All Drivers will have an equal statistical likelihood of being selected for testing during any testing period.

2. Post-Accident Testing: The driver shall be subject to a breath test within two hours, but not later than eight hours, after an accident IF, a person involved in the accident has to be treated immediately away from the scene AND our driver is cited; OR if a vehicle has to be towed because of disabling damage AND our driver is cited; OR if there are any fatalities. A driver who is seriously injured and cannot provide an alcohol test at the time of the accident shall provide the necessary documentation to the Company for obtaining hospital reports and other documents that would indicate whether there was any alcohol in the driver's system. The company shall provide driver's with the necessary information and procedures so that the driver will be able to meet these requirements.

3. Reasonable Cause Testing: The Company shall require a Driver to be alcohol tested upon reasonable cause for the use of alcohol. The behavior pattern that suggests possible alcohol use must be observed by at least one member of Company management/supervision who has received documented training in the socio-behavioral and physical changes associated with alcohol abuse. These suspicions will be documented in writing immediately.

4. Return to Duty Testing: The Company shall ensure that before a Driver returns to duty requiring the performance of a safety sensitive function, and after having a confirmed alcohol test of .04 or greater, the Driver shall undergo a return to duty test for alcohol with a reading of .02 or less.

5. Follow-Up Testing: Following a determination by a substance abuse professional, that a driver is in need of assistance in resolving problems for the use of alcohol, the Company will ensure that the Driver is subject to unannounced follow up testing for alcohol abuse as directed by the Substance Abuse

Professional. The follow up testing shall be conducted when the driver is performing, just prior to performing or just after performing a safety sensitive function.

#### **B. Detection Threshold for Alcohol**

1. Alcohol testing will be done on a two (2) tiered technique.

a). Screening Test: using a DOT approved Saliva Screening Device or a DOT approved Evidential Breath Testing device.

b). Confirmation Test: using a DOT approved Evidential Breath Testing Device.

2. If the screening test shows an alcohol concentration of less than 0.02, the test is a negative test for the presence of alcohol. No further testing is authorized.

3. If the screening test shows an alcohol concentration of 0.02 or greater a confirmation test using an Evidential Breath Testing device must be utilized.

#### **C. Alcohol Testing Collection Protocol**

1. Random Testing:

(1). With the implementation of this policy, the Company will select Ten (10) percent of the qualified Drivers at random for alcohol testing each year. The random testing will be conducted on a quarterly basis. All Drivers qualified under the testing requirements will be subject to testing each time random selection of Drivers is made. The Company has contracted a firm to perform the periodic selections of Drivers for inclusion in random testing pools. The Company will provide Driver names and social security numbers or employee identification numbers to be used in random selection drawings. The selecting firm will, in turn furnish the designated company official with a list of individuals to be tested at the beginning of each selection period. It is the responsibility of the designated company official to notify each Driver who has been selected with the time random testing is to be completed. When notified it is the responsibility of the Driver to provide a breath/saliva for alcohol testing.

(2). At the time of notification, the Driver will be instructed to go directly to the designated collection site by the designated company official. The Driver will notify the collection site that they have been selected and are ready to provide a breath/saliva for random alcohol testing.

2. Post Accident Testing:

(1). Certain Drivers are required to undergo alcohol testing following their involvement in an accident.

(2). With the implementation of this policy, the Company shall require the Driver to provide a breath sample to be tested for the use of alcohol within two (2) hours, but no later than eight (8) hours after an accident, if the Driver of the commercial motor vehicle is cited for a moving traffic violation arising from the accident, or if the accident involved the loss of human life.

(3). If a breath sample is necessary, the Driver will be instructed to report to the designated collection site.

(4). In the event that the Driver is injured, the Company retains the right to contact any treating medical facility and request that an alcohol test be obtained; or be obtained from the Drivers medical records, the result of any such test obtained during the course of treatment. The refusal of any Driver to allow the collection of these tests or to attempt to block the release of these tests will result in the medical unqualification of the Driver.

(5). Any driver who fails to report an accident to the designated company official, and/or who fails to comply with the post-accident testing requirements of this policy will be presumed to be positive for the presence of alcohol. This will result in the Driver being deemed medically unqualified.

3. Reasonable Cause Testing:

(1). All Drivers who are subject to testing may be required to undergo reasonable cause testing to ensure their continued fitness for duty. These Drivers will be required to submit to alcohol testing at the request of certain designated company officials as a part of the overall program.

(2). With the implementation of this policy, designated management personnel may request that certain Drivers undergo alcohol testing. Any Drivers of the Company who exhibits behavior or actions that can be clearly identified by designated personnel as arising from the possible abuse of alcohol must be tested.

These designated Company individuals, who have received documentable training in the recognition of alcohol abuse behaviors and identifications, may, upon direct observation of a typical behavior may consult with a second person who has had like training. In all cases, the individual requesting the test must prepare written documentation describing the witnessed behavior and/or actions. This documentation must be prepared immediately.

(3). The first priority of the designated Company official is to remove the suspected individual from the work environment. This is done to prevent the individual from causing harm to himself/herself, other persons in the work place and/or any other persons. The designated Company official will instruct the Driver to accompany him/her to a private area that is removed from the individuals co-workers. Once this has been done, the designated Company official will make a specific request to the Driver for a breath/saliva test on the grounds that there is reasonable suspicion that an alcohol abuse problem may exist.

(4). When notified by the designated Company official, it is the responsibility of the Driver to provide a breath saliva for testing. A failure to comply with the request for a breath/saliva will result in immediate medical unqualification of the Driver.

(5). At the time of notification, the Driver will be escorted to the designated collection site by a designated Company official.

(6). The designated Company official, who has escorted the Driver to the collection site, will return the Driver to the workplace. It is the responsibility of the company designated official to ensure that a Driver is capable of safely leaving the work place unattended. If there is any question, instruct the Driver that transportation will be provided to the Driver at companies expense, to any reasonable destination.

4. Return to Duty Test:

(1). Following an alcohol test of 0.04 or greater and at the direction of a Substance Abuse Professional, a Driver shall report to a designated collection site to be tested for alcohol. This return to duty test will be

coordinated by the Substance Abuse Professional and the Company as to the date and time of such test.

#### 5. Follow-Up-Testing:

(1). At the direction of a Substance Abuse Professional, a Driver identified as needing assistance with alcohol abuse shall be subject to unannounced follow-up testing. A minimum of six (6) tests must be performed in the first twelve (12) months following a negative return to duty test. The maximum number of tests will be determined by the Substance Abuse Professional but cannot exceed sixty (60) months.

#### D. Collection Site Procedures

##### 1. Screening Test:

###### (1). Saliva Test:

(a). The Saliva Testing Technician will ask the Driver to provide a drivers license for identification purposes.

(b). The STT will explain the testing procedures to the Driver.

(c). The STT will complete Step 1 on the Breath Alcohol Testing Form.

(d). The Driver will than complete Step 2 on the Breath Alcohol Testing Form.

(e). An individually sealed testing kit will be opened in the presence of the Driver.

(f). The STT will conduct the test and show the results of the test to the Driver.

(g). If the result of the test is less than 0.02 the STT shall date the form and sign the certification in Step 3. The Driver will sign the certification in Step 4.

(h). The STT will than transmit the result of less than 0.02 to the Company in a confidential manner.

(i). If the result is greater than 0.02 a confirmation test shall be performed.

###### (2). Evidential Breath Test:

(a). The Breath Alcohol Technician will ask the Driver to provide a drivers license for identification purposes.

(b). The BAT will explain the testing procedures to the Driver.

(c). The BAT will complete Step 1 on the Breath Alcohol Testing Form.

(d). The Driver will than complete Step 2 on the Breath Alcohol Testing Form.

(e). An individually sealed mouthpiece will be opened in the presence of the Driver and affixed to the EBT machine.

(f). The BAT will conduct the test and show the results of the test to the Driver.

(g). If the result of the test is less than 0.02 the BAT shall date the form and sign the certification in Step 3. The Driver will sign the certification in Step 4.

(h). The BAT will than transmit the result of less than 0.02 to the Company in a confidential manner.

(i). If the result is greater than 0.02 a confirmation test shall be performed.

##### 2. Confirmation Test:

(a). The BAT shall instruct the Driver not to eat, drink, put any object in his/her mouth and to the extent possible, not belch during the waiting period before the confirmation test.

(b). The waiting time period begins with the completion of the screening test and shall not be less than fifteen (15) minutes. The confirmation test shall be conducted within twenty (20) minutes of the completion of the screening test. The BAT will explain the reason for the waiting period to the Driver.

(c). The BAT, after completion of the waiting period will repeat the steps in 2. (a) through (h) above.

#### E. Reporting of Test Results

1. The BAT upon completion of testing will transmit to the Company designated official the results of each test result in a confidential manner.

2. The BAT shall than provide to the Company the Employers copy of the breath alcohol testing form.

3. To protect the confidentiality of the Driver, all results of testing will be stored separate from the Drivers personnel or qualification file. These records shall be maintained under lock and key at all times. Access is limited to those designated company officials with a need to know. The information in these files will be utilized only to properly administer these policies and to provide for review by certifying agencies as required under Federal law.

4. Any Driver tested under these policies has the right to view and/or receive a copy of the test results. Within a period not to exceed six (6) months from the date of testing, any Driver may request the Company official in writing, that a copy of the test results be provided to them. The Company will promptly comply with this request and will issue to the Driver a copy of these results by certified mail.

#### F. Test Results Greater than 0.02:

1. Drivers testing greater than 0.02 but less than 0.04 will be placed off duty immediately and remain off duty for a period of not less than twenty-four (24) hours.

2. Drivers testing greater than 0.04 will be immediately suspended and following a review of the facts by the designated company official, terminated.

#### IV. Refusal To Test

No Driver shall refuse to submit to a Post-Accident, controlled substance test or alcohol test, a random controlled substance test or alcohol test, a reasonable suspicion controlled substance test or alcohol test, or a follow-up controlled substance or alcohol test. Any Driver refusing such tests will be immediately terminated.

#### V. Referral, Evaluation, and Treatment

1. Any Driver who has engaged in conduct prohibited by this policy will be advised by the company designated official of the resources available to the Driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.

2. Any Driver who has engaged in conduct prohibited by this policy must be evaluated by a Substance Abuse Professional, who will determine what assistance a Driver may need in resolving problems associated with alcohol misuse and controlled substance abuse.

3. It will be at the determination of the Substance Abuse Professional, when the Driver may take a return to duty test, type of treatment necessary and when any follow up testing will be done.

**VI. Safety Sensitive Function**

The phrase "Safety Sensitive Function", used throughout this policy, is defined as follows:

(1). All time at a carrier or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched unless the driver has been relieved from duty by the motor carrier.

(2). All time inspecting equipment, servicing or conditioning any commercial motor vehicle.

(3). All driving time in a commercial motor vehicle.

(4). All time, other than driving time, in or upon any commercial motor vehicle, except time spent in a sleeper berth.

(5). All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

(6). All time repairing, obtaining assistance or remaining in attendance upon a disabled vehicle.

**VII. Immediate Removal from Safety Sensitive Functions**

Any Driver participating in conduct prohibited by this policy will be immediately removed from performing any and all safety sensitive functions.

**VIII. Company Designated Officials**

The personnel described as "Company Designated Officials" are listed by name and title on Addendum A, attached hereto.

**IX. Driver Receipt of Policy**

All Drivers must sign, and Company representative must witness, the Drivers Receipt of Policy attached hereto as

Appendix 'A'.

**X. Effective Date of Policy:**

This Policy becomes effective January 1, 1996

**ADDENDUM A**

Company Designated Officials are:

Name of Designated Official: \_\_\_\_\_

Title of Official: \_\_\_\_\_

**APPENDIX A**

Drivers Receipt of Drug & Alcohol Policy:

I hereby acknowledge receipt of the Company policy on Drug and Alcohol Abuse. I further acknowledge that I have had an opportunity to ask company designated officials any questions that I may have had.

\_\_\_\_\_  
Drivers Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	1.08%	\$0	0.00%
	<u>1</u>	<u>1.08%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	66	71.73%	\$0	0.00%
322 Motor vehicle accident with injuries	3	3.26%	\$0	0.00%
	<u>69</u>	<u>75.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	1.08%	\$0	0.00%
444 Power line down	2	2.17%	\$0	0.00%
	<u>3</u>	<u>3.26%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
551 Assist police or other governmental agency	1	1.08%	\$0	0.00%
553 Public service	4	4.34%	\$0	0.00%
554 Assist invalid	4	4.34%	\$0	0.00%
	<u>9</u>	<u>9.78%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611F Dispatched & cancelled en route (Fire /	5	5.43%	\$0	0.00%
	<u>5</u>	<u>5.43%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	1.08%	\$0	0.00%
736 CO detector activation due to malfunction	1	1.08%	\$0	0.00%
744 Detector activation, no fire -	2	2.17%	\$0	0.00%
745 Alarm system activation, no fire -	1	1.08%	\$0	0.00%
	<u>5</u>	<u>5.43%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 92

Total Est Loss: \$0

BAZETTA

Incidents by District (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and Station = "11 "

District	Count	Pct of Incidents	Est Losses	Pct of Losses
11 STATION	25	27.17 %	\$0	0.00 %
12 CORTLAND	2	2.17 %	\$0	0.00 %
13 STATION	60	65.21 %	\$0	0.00 %
17 BRISTOL	1	1.08 %	\$0	0.00 %
21 CHAMPION	2	2.17 %	\$0	0.00 %
38 MECCA	2	2.17 %	\$0	0.00 %
Total Incident Count:	92		Total Est Losses:	\$0

BAZETTA

Type of Alarm Report (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and District = "11 "

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Type of Alarm	Count	Percent
1 Still	2	8.00%
2 Regular	23	92.00%

Total Incident Count: 25

BAZETTA

Type of Alarm Report (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and District = "11 " and Alarm Time Between  
"12:00:00" And "20:00:00"

---

Type of Alarm	Count	Percent
1 Still	1	11.11%
2 Regular	8	88.88%

Total Incident Count: 9

BAZETTA

Type of Alarm Report (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and District = "11 " and Alarm Time Not Between  
"12:00:00" And "20:00:00"

---

Type of Alarm	Count	Percent
1 Still	1	6.25%
2 Regular	15	93.75%

Total Incident Count: 16

BAZETTA

Incidents by District (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and District = "13 "

---

District	Count	Pct of Incidents	Est Losses	Pct of Losses
13 STATION	60	100.00 %	\$0	0.00 %
Total Incident Count:	60	Total Est Losses:	\$0	

BAZETTA

Incidents by District (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and District = "13 " and Alarm Time Between  
"12:00:00" And "20:00:00"

---

District	Count	Pct of Incidents	Est Losses	Pct of Losses
13 STATION	21	100.00 %	\$0	0.00 %
Total Incident Count:	21		Total Est Losses:	\$0

BAZETTA

Incidents by District (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}  
and District = "13 " and Alarm Time Not Between  
"12:00:00" And "20:00:00"

---

District	Count	Pct of Incidents	Est Losses	Pct of Losses
13 STATION	39	100.00 %	\$0	0.00 %
Total Incident Count:	39	Total Est Losses:	\$0	



**BAZETTA**

**Inspections by Type**

**Date Completed Between {03/01/2015} And  
{03/31/2015}**

<b>Date</b>	<b>Time</b>	<b>Occupancy</b>	<b>Hrs</b>	<b>Fee</b>
<b>200 INSPECTION - General</b>				
03/06/2015	14:29	CART02 CARTER LUMBER 2167 ELM RD NE	0.33	
03/23/2015	09:04	TRUM03 TRUMBULL COUNTY CONSERVATION LEAGUE 2535 MCCLEARY JACOBY RD NE	0.40	
03/24/2015	12:48	AUTU01 Big blue trucking, Inc 518 PERKINS JONES RD NE/WARREN, OH 44483	0.44	
03/19/2015	09:09	BAZE08 Bazetta Christian Church Child Care 4131 BAZETTA RD NE/A	0.04	
03/18/2015	12:04	ANOT01 Bradley's Professional Pressure Wash 2332 CADWALLADER SONK RD NE	0.02	
03/18/2015	12:11	BP01 BP Gas Station 3640 ELM RD NE	0.13	
03/18/2015	12:31	FRE FRESENIUS MEDICAL CENTER 2100 MILLENNIUM BLVD	0.31	
03/18/2015	13:00	GNC001 GNC 2170 MILLENNIUM BLVD /SUITE E	0.05	
03/18/2015	13:05	GS001 GAME STOP 2170 MILLENNIUM BLVD	0.09	
03/18/2015	12:53	LJS001 LONG JOHN SILVER 2170 MILLENNIUM BLVD /SUITE B	0.06	
03/19/2015	12:26	BAZE11 BAZETTA TOWNSHIP ADMINISTRATION 3372 STATE ROUTE 5	0.04	
03/19/2015	12:00	HOVI01 HOVIS TIRE AND AUTOMOTIVE 2958 ELM RD NE	0.28	
03/23/2015	12:42	WARR02 WARREN HARLEY DAVIDSON 2102 ELM RD NE	0.71	
03/23/2015	13:40	AME Americans Best 2170 MILLENNIUM BLVD /G	0.16	
03/23/2015	13:33	SPRIN01 SPRING LEAF 2170 MILLENNIUM BLVD /D	0.07	
03/23/2015	13:58	WEND01 WENDY'S RESTAURANT 2033 WALMART DR NE	0.15	
03/19/2015	09:00	BAZE05 Bazetta Christian Church 4131 BAZETTA RD NE	1.00	
03/19/2015	09:00	BAZE08 Bazetta Christian Church Child Care 4131 BAZETTA RD NE/A	1.00	
03/19/2015	13:00	HOVI01 HOVIS TIRE AND AUTOMOTIVE 2958 ELM RD NE	0.50	

BAZETTA

Inspections by Type

Date Completed Between {03/01/2015} And  
{03/31/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
03/19/2015	13:45	BAZE11 BAZETTA TOWNSHIP ADMINISTRATION 3372 STATE ROUTE 5	0.92	
Total Activities for Type: 20			6.70	
250 INSPECTION - Permit				
03/13/2015	10:30	AUTU01 Big blue trucking, Inc 518 PERKINS JONES RD NE/WARREN, OH 44483	0.50	
Total Activities for Type: 1			0.50	
Grand Total Activities: 21			Grand Totals: 7.20	0.00

BAZETTA

Aid Responses by Department (Summary)

Alarm Date Between {03/01/2015} And {03/31/2015}

Type of Aid	Count
<b>STA. 12 CORTLAND FIRE DEPARTMENT</b>	
Mutual aid received	1
Automatic aid received	1
Automatic aid given	1
	<hr/>
	3
 <b>STA. 17 BRISTOL</b>	
Automatic aid given	1
	<hr/>
	1
 <b>STA. 21 CHAMPION FIRE DEPARTMENT</b>	
Mutual aid received	1
Automatic aid given	2
	<hr/>
	3
 <b>STA. 32 HOWLAND</b>	
Automatic aid received	3
	<hr/>
	3

A RESOLUTION CERTIFYING THE FIRE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)

WHEREAS, the BAZETTA Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on April 6, 2015 at 1900 p.m., at 3372 STATE ROUTE 5, with the following members present:

Trustee \_\_\_\_\_ Trustee \_\_\_\_\_ Trustee \_\_\_\_\_;  
and

WHEREAS, on July 28, 2014, the BAZETTA Township Fire Department ("Fire Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 2015 WALMART DRIVE; and

WHEREAS, in responding to the aforementioned emergency situation, the Fire Department incurred necessary and reasonable, additional, or extraordinary costs in investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Fire Department's Chief has certified the Fire Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Fire Department's Chief has recommended that the Trustees certify the Fire Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE BAZETTA TOWNSHIP BOARD OF TRUSTEES THAT:

- Section 1. Pursuant to the recommendation of the Fire Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Fire Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2.

Pursuant to the recommendation of the Fire Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Fire Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

Trustee Parke moved for adoption of the Resolution, and the motion was seconded by Trustee Harris. The roll was called in the question of adoption in the following result:

Member: Harris, Parke, Vote: Yea-Nay-Absent  
Webb

Adopted: April 6, 2015

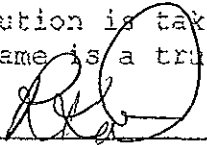
[Signature]  
Trustee  
[Signature]  
Trustee  
[Signature]  
Trustee

STATE OF OHIO )  
                  )  
COUNTY OF TRUMBULL )

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Drew, Fiscal Officer of the  
Bazetta Township Board of Trustees, in whose custody and  
control the files and records of such Board are required by the laws  
of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that  
the same is a true and correct copy thereof.



Date: 04-06-15

Fiscal Officer

# BAZETTA FIRE DEPARTMENT

STATION 11

*Bazetta*

*Striving for a Better Tomorrow.*

Captain  
Dave Walter

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

Chief  
Dennis Lewis  
Asst. Chief  
Tom Rink  
Captain  
Mike Mannella

STATION 13



Captain

## Haz-Mat Billing

2015 Walmart Drive Bazetta Fire Department

### Members

FD Members	Hours	Rate	Total
Mike Mannella	1.5	26	\$29.00
Gary Walters	1.5	26	\$29.00
Aaron Hanson	1.5	26	\$29.00
Nick Wildman	2.5	26	\$65.00
Willy Claypolle	2.5	26	\$65.00
Dave Walter	2.5	26	\$65.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Department Members Total</b>			<b>\$282.00</b>

Unit	Hours	Rate	Total
Rescue 11	2.5	200.00	\$500.00
Command Vehicle	2.5	100.00	\$250.00
Cruiser W/ Officer	2.5	67.00	\$167.50
Cruiser W/ Officer	2.5	67.00	\$167.50
			\$0.00
Absorbent Pads	50 Pads		\$17.50
Haz-Mat Boom	4		\$71.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Vehicle and Equipment Total</b>			<b>\$1173.50</b>

**Grand Total \$1455.50**

# BAZETTA FIRE DEPARTMENT

STATION 11

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Captain  
Dave Walter

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

Chief

**Dennis Lewis**

Asst. Chief

Tom Rink

Captain

Mike Mannella

STATION 13



Captain

Professionally,

*Dennis Lewis*

Dennis Lewis  
Chief of Fire & EMS



<b>A</b>	FDID * <b>78101</b>	State * <b>OH</b>	Incident Date * MM <b>07</b> DD <b>28</b> YYYY <b>2014</b>	Station <b>11</b>	Incident Number * <b>14-0000594</b>	Exposure * <b>000</b>	<input type="checkbox"/> Delete	<input type="checkbox"/> Change	<input type="checkbox"/> No Activity	NFIRS -1 Basic	
<b>B</b>	Location* <input type="checkbox"/> Check this box to indicate that the address for this incident is provided on the Wildland Fire Module in Section B "Alternative Location Specification". Use only for Wildland fires.										
	<input checked="" type="checkbox"/> Street address <input type="checkbox"/> Intersection <input type="checkbox"/> In front of <input type="checkbox"/> Rear of <input type="checkbox"/> Adjacent to <input type="checkbox"/> Directions										
	2015       WALMART   DR   NE Number/Milepost Prefix Street or Highway Street Typ: Suffix       CORTLAND   OH   44410   -   Apt./Suite/Room City State Zip Code Cross street or directions, as applicable										
<b>C</b>	Incident Type *			<b>E1</b> Date & Times				<b>E2</b> Shift & Alarms			
	412   Gas leak (natural gas or LPG)			Check boxes if dates are the same as Alarm ALARM always required Alarm *   07   28   2014   13:20:04 Date. Month Day Year Hr Min Sec ARRIVAL required, unless canceled or did not arrive				Local Option   C     13   Shift or Alarms District Platoon			
<b>D</b>	Aid Given or Received*			<b>E3</b> Special Studies							
	1 <input checked="" type="checkbox"/> Mutual aid received 2 <input type="checkbox"/> Automatic aid recv. 3 <input type="checkbox"/> Mutual aid given 4 <input type="checkbox"/> Automatic aid given 5 <input type="checkbox"/> Other aid given N <input type="checkbox"/> None			78200       Their FDID Their State 14-0921       Their Incident Number				Local Option         Special Study ID# Special Study Value			
<b>F</b>	Actions Taken *			<b>G1</b> Resources *				<b>G2</b> Estimated Dollar Losses & Values			
	44   Hazardous materials Primary Action Taken (1) 53   Evacuate area Additional Action Taken (2) 55   Establish safe area Additional Action Taken (3)			<input checked="" type="checkbox"/> Check this box and skip this section if an Apparatus or Personnel form is used. Apparatus Personnel Suppression   0004   0006 EMS       Other       <input type="checkbox"/> Check box if resource counts include aid received resources.				LOSSES: Required for all fires if known. Optional for non fires. None Property \$     ,   000   ,   000   Contents \$     ,   000   ,   000   PRE-INCIDENT VALUE: Optional Property \$     ,   000   ,   000   Contents \$     ,   000   ,   000			
<b>Completed Modules</b>		<b>H1* Casualties</b>		<b>H3 Hazardous Materials Release</b>				<b>I Mixed Use Property</b>			
<input type="checkbox"/> Fire-2 <input type="checkbox"/> Structure-3 <input type="checkbox"/> Civil Fire Cas.-4 <input type="checkbox"/> Fire Serv. Cas.-5 <input type="checkbox"/> EMS-6 <input checked="" type="checkbox"/> HazMat-7 <input type="checkbox"/> Wildland Fire-8 <input checked="" type="checkbox"/> Apparatus-9 <input checked="" type="checkbox"/> Personnel-10 <input type="checkbox"/> Arson-11		None Deaths Injuries Fire     Service     Civilian     <b>H2</b> Detector Required for Confined Fires. 1 <input type="checkbox"/> Detector alerted occupants 2 <input type="checkbox"/> Detector did not alert them U <input type="checkbox"/> Unknown		N <input type="checkbox"/> None 1 <input type="checkbox"/> Natural Gas: slow leak, no evacuation or HazMat actions 2 <input type="checkbox"/> Propane gas: <21 lb. tank (as in home BBQ grill) 3 <input type="checkbox"/> Gasoline: vehicle fuel tank or portable container 4 <input type="checkbox"/> Kerosene: fuel burning equipment or portable storage 5 <input type="checkbox"/> Diesel fuel/fuel oil: vehicle fuel tank or portable 6 <input type="checkbox"/> Household solvents: home/office spill, cleanup only 7 <input type="checkbox"/> Motor oil: from engine or portable container 8 <input type="checkbox"/> Paint: from paint cans totaling < 55 gallons 0 <input checked="" type="checkbox"/> Other: Special HazMat actions required or spill > 55gal., Please complete the HazMat form				NN <input type="checkbox"/> Not Mixed 10 <input type="checkbox"/> Assembly use 20 <input type="checkbox"/> Education use 33 <input type="checkbox"/> Medical use 40 <input type="checkbox"/> Residential use 51 <input type="checkbox"/> Row of stores 53 <input type="checkbox"/> Enclosed mall 58 <input type="checkbox"/> Bus. & Residential 59 <input type="checkbox"/> Office use 60 <input type="checkbox"/> Industrial use 63 <input type="checkbox"/> Military use 65 <input type="checkbox"/> Farm use 00 <input checked="" type="checkbox"/> Other mixed use			
<b>J Property Use*</b>		Structures		341 <input type="checkbox"/> Clinic, clinic type infirmary				539 <input type="checkbox"/> Household goods, sales, repairs			
131 <input type="checkbox"/> Church, place of worship 161 <input type="checkbox"/> Restaurant or cafeteria 162 <input type="checkbox"/> Bar/Tavern or nightclub 213 <input type="checkbox"/> Elementary school or kindergarten 215 <input type="checkbox"/> High school or junior high 241 <input type="checkbox"/> College, adult education 311 <input type="checkbox"/> Care facility for the aged 331 <input type="checkbox"/> Hospital		342 <input type="checkbox"/> Doctor/dentist office 361 <input type="checkbox"/> Prison or jail, not juvenile 419 <input type="checkbox"/> 1- or 2-family dwelling 429 <input type="checkbox"/> Multi-family dwelling 439 <input type="checkbox"/> Rooming/boarding house 449 <input type="checkbox"/> Commercial hotel or motel 459 <input type="checkbox"/> Residential, board and care 464 <input type="checkbox"/> Dormitory/barracks 519 <input type="checkbox"/> Food and beverage sales		579 <input type="checkbox"/> Motor vehicle/boat sales/repair 571 <input type="checkbox"/> Gas or service station 599 <input type="checkbox"/> Business office 615 <input type="checkbox"/> Electric generating plant 629 <input type="checkbox"/> Laboratory/science lab 700 <input type="checkbox"/> Manufacturing plant 819 <input type="checkbox"/> Livestock/poultry storage (barn) 882 <input type="checkbox"/> Non-residential parking garage 891 <input type="checkbox"/> Warehouse				981 <input type="checkbox"/> Construction site 984 <input type="checkbox"/> Industrial plant yard Lookup and enter a Property Use code only if you have NOT checked a Property Use box: Property Use   581   Department or discount store			
Outside				936 <input type="checkbox"/> Vacant lot							
124 <input type="checkbox"/> Playground or park 653 <input type="checkbox"/> Crops or orchard 669 <input type="checkbox"/> Forest (timberland) 807 <input type="checkbox"/> Outdoor storage area 919 <input type="checkbox"/> Dump or sanitary landfill 931 <input type="checkbox"/> Open land or field				938 <input type="checkbox"/> Graded/care for plot of land 946 <input type="checkbox"/> Lake, river, stream 951 <input type="checkbox"/> Railroad right of way 960 <input type="checkbox"/> Other street 961 <input type="checkbox"/> Highway/divided highway 962 <input type="checkbox"/> Residential street/driveway							

**K1 Person/Entity Involved**  Same  Local Option  Business name (if applicable)  Area Code  Phone Number

724 - 925 - 2210

Check This Box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name  Bill  MI  Hewitt  Suffix

Number  Prefix  Street or Highway  Street Type  Suffix

Post Office Box  Apt./Suite/Room  City  New Stanton

State  PA  Zip Code  -

More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary

**K2 Owner**  Same as person involved? Then check this box and skip The rest of this section.  Local Option  Business name (if Applicable)  Area Code  Phone Number

501 - 273 - 4600

Check this box if same address as incident location. Then skip the three duplicate address lines.

Mr., Ms., Mrs. First Name  WAL-MART  MI  CORPORATION  Suffix

Number  2015  Prefix  WALMART  Street or Highway  Street Type  DR  Suffix  NE

Post Office Box  Apt./Suite/Room  City  CORTLAND

State  OH  Zip Code  44410  -

**I Remarks**  
Local Option

On 07/28/2014 At 13:20:04 Dispatched To 2015 Walmart Dr Ne/cortland, Oh 44410. The Location Is A Department Or Discount Store. The Incident Was Determined To Be A(n) Gas Leak (natural Gas Or Lpg).

13:24:52 Arrived On Scene.

The Following Involvements Were Noted:

Name/business Name	Involvement Type
Corporation, Wal-mart This Is Now Menards' Store Under Construction	

A Contractor Was Operating A Bobcat Type Vehicle And Struck A 2" Gas Line And Ruptured It; Fd Was Called; Additional Resources Were Called For Water And Manpower; Utilities Were Called To Assist; Pd Was Called For Traffic; 1 Building Was Evacuated D/t Close Proximity; Haz Mat Was Called And On Scene And Notifies The Epa; There Were No Injuries. Usic Locating Services On Scene Michelle Henderson 330-351-2117  
Tc Hazmat On Scene  
Owner/operator Of Bobcat Type Vehicle: Proscap Landscape Supply, Bill Hewitt, New Stanton Pa, 724-925-2210, 724-640-9049  
Project Supervisor For Menards': Corey Mcconnell 440-935-4282

Bazetta Fire Utilized 2 Padded Dams

The Following Actions Were Performed On Scene:

- Hazardous Materials Leak Control & Containment
- Evacuate Area
- Establish Safe Area

**L Authorization**

<input type="checkbox"/> WALT01 officer in charge ID	<input type="checkbox"/> Walter, David Signature	<input type="checkbox"/> CP Position or rank	<input type="checkbox"/> Assignment	<input type="checkbox"/> 07 Month	<input type="checkbox"/> 28 Day	<input type="checkbox"/> 2014 Year	
Check box if <input checked="" type="checkbox"/> same as Officer in charge.	<input checked="" type="checkbox"/> WALT01 Member making report ID	<input type="checkbox"/> Walter, David Signature	<input type="checkbox"/> CP Position or rank	<input type="checkbox"/> Assignment	<input type="checkbox"/> 07 Month	<input type="checkbox"/> 28 Day	<input type="checkbox"/> 2014 Year

78101  
FDID \*

OH  
State \*

MM DD YYYY  
7 28 2014  
Incident Date \*

11  
Station

14-0000594  
Incident Number \*

000  
Exposure \*

Complete  
Narrative

Narrative:

On 07/28/2014 At 13:20:04 Dispatched To 2015 Walmart Dr Ne/cortland, Oh 44410. The Location Is A Department Or Discount Store. The Incident Was Determined To Be A(n) Gas Leak (natural Gas Or Lpg).

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-----  
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Bazetta Fire Utilized 2 Padded Dams  
The Following Actions Were Performed On Scene:  
Hazardous Materials Leak Control & Containment  
Evacuate Area  
Establish Safe Area

Units Responding Were:  
Unit Ch11 Responded.  
Unit Ch13 Responded.  
Unit R11 Responded.  
Unit T11 Responded.

Mutual Aid Received:  
Cortland Fire Department  
Howland  
Trumbull County Haz Mat Team

16:06:18 All Units Back In Service.

<b>A</b>		MM DD YYYY	NFIRS - 7					
FDID *	State *	Incident Date *	Station	Incident Number *	Exposure *	Haz No *	<input type="checkbox"/> Delete <input type="checkbox"/> Change	HazMat
78101	OH	7/28/2014	11	14-0000594	000	1		
<b>B</b> HazMat ID		Chemical *		Natural gas				
UN Number	DOT Hazard Classification	CAS Registration Number		Name				
<b>C1</b> Container Type		<b>C2</b> Estimated Container Capacity		<b>D1</b> Estimated Amount Released		<b>E1</b> Physical State When Released		
22 Container Type		Capacity: by volume or weight		Amount released: by volume or weight		1 <input type="checkbox"/> Solid 2 <input type="checkbox"/> Liquid 3 <input checked="" type="checkbox"/> Gas U <input type="checkbox"/> Undetermined		
More hazardous Materials? Use additional sheets.		<b>C3</b> Units: Capacity		<b>D2</b> Units: Released		<b>E2</b> Released Into		
		Check one box VOLUME WEIGHT		Check one box VOLUME WEIGHT		Released into		
		11 <input type="checkbox"/> Ounces 21 <input type="checkbox"/> Ounces 12 <input type="checkbox"/> Gallons 22 <input type="checkbox"/> Pounds 13 <input type="checkbox"/> Barrels: 42 gal. 23 <input type="checkbox"/> Grams 14 <input type="checkbox"/> Liters 24 <input type="checkbox"/> Kilograms 15 <input type="checkbox"/> Cubic feet 16 <input type="checkbox"/> Cubic meters		11 <input type="checkbox"/> Ounces 21 <input type="checkbox"/> Ounces 12 <input checked="" type="checkbox"/> Gallons 22 <input type="checkbox"/> Pounds 13 <input type="checkbox"/> Barrels: 42 gal. 23 <input type="checkbox"/> Grams 14 <input type="checkbox"/> Liters 24 <input type="checkbox"/> Kilograms 15 <input type="checkbox"/> Cubic feet 16 <input type="checkbox"/> Cubic meters		1 Released into		
Complete the remainder of this form only for the first hazardous material involved in this incident.		<b>F2</b> Population Density		<b>G2</b> Area Evacuated <input type="checkbox"/> None		<b>H</b> HazMat Actions Taken		
		1 <input type="checkbox"/> Urban 2 <input type="checkbox"/> Suburban 3 <input type="checkbox"/> Rural		1 <input type="checkbox"/> Square Feet 2 <input type="checkbox"/> Blocks 3 <input type="checkbox"/> Square miles		Enter up to three actions taken		
<b>F1</b> Released From:		<b>G1</b> Area Affected		<b>G3</b> Estimated Number of People Evacuated		Primary Action Taken (1)		
Check all applicable boxes		1 <input type="checkbox"/> Square Feet 2 <input type="checkbox"/> Blocks 3 <input type="checkbox"/> Square miles		10		Additional Action Taken (2)		
1 <input type="checkbox"/> Below grade 1 <input type="checkbox"/> Inside/on structure 2 <input checked="" type="checkbox"/> Outside of structure		Enter Measurement		<b>G4</b> Estimated Number of Buildings Evacuated		Additional Action Taken (3)		
				1 <input type="checkbox"/> None		<b>I</b> If fire or explosion is involved with a release, which occurred first?		
<b>J</b> Cause Of Release *		<b>K</b> Factors Contributing to Release		<b>L</b> Factors Affecting Mitigation				
1 <input type="checkbox"/> Intentional 2 <input checked="" type="checkbox"/> Unintentional release 3 <input type="checkbox"/> Container/containment failure 4 <input type="checkbox"/> Act of nature 5 <input type="checkbox"/> Cause under investigation U <input type="checkbox"/> Cause undetermined after investigation		Enter up to three contributing factors		Enter up to three factors or impediments that affected the mitigation of the incident				
		UU Undetermined						
		Factor Contributing To Release (1)		Factor or impediment (1)				
		Factor Contributing To Release (2)		Factor or impediment (2)				
		Factor Contributing To Release (3)		Factor or impediment (3)				
<b>M</b> Equipment Involved In Release		<b>N</b> Mobile Property Involved In Release		<b>O</b> HazMat Disposition *				
None <input type="checkbox"/>		None <input type="checkbox"/>		1 <input type="checkbox"/> Completed by fire service only 2 <input checked="" type="checkbox"/> Completed w/ fire service present 3 <input type="checkbox"/> Released to local agency 4 <input type="checkbox"/> Released to county agency 5 <input type="checkbox"/> Released to state agency 6 <input type="checkbox"/> Released to federal agency 7 <input type="checkbox"/> Released to a private agency 8 <input type="checkbox"/> Released to property owner or manager				
Equipment involved in release		Mobile property type		<b>O</b> HazMat Civilian Casualties				
Brand		Mobile property make		Deaths Injuries				
Model		Mobile property model Year						
Serial Number		License Plate Number State						
Year		DOT Number/ ICC Number						

<b>A</b>	FDID * <u>78101</u>	State * <u>OH</u>	Incident Date * MM <u>7</u> DD <u>28</u> YYYY <u>2014</u>	Station <u>11</u>	Incident Number * <u>14-0000594</u>	Exposure * <u>000</u>	<input type="checkbox"/> Delete <input type="checkbox"/> Change	NFIRS - 9 Apparatus or Resources
<b>B</b>	Apparatus or * Resource	Date and Times <small>Check if same as alarm date</small> Month Day Year Hour Min			Sent <input checked="" type="checkbox"/>	Number of * People	Use <small>Check ONE box for each apparatus to indicate its main use at the incident.</small>	Actions Taken
<u>1</u>	ID <u>CH11</u> Type <u>92</u>	Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	<input checked="" type="checkbox"/>	<u>1</u>	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>				<input type="checkbox"/> <input type="checkbox"/>
<u>2</u>	ID <u>CH13</u> Type <u>92</u>	Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	<input checked="" type="checkbox"/>	<u>1</u>	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>				<input type="checkbox"/> <input type="checkbox"/>
<u>3</u>	ID <u>R11</u> Type <u>71</u>	Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	<input checked="" type="checkbox"/>	<u>3</u>	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>				<input type="checkbox"/> <input type="checkbox"/>
<u>4</u>	ID <u>T11</u> Type <u>00</u>	Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	<input checked="" type="checkbox"/>	<u>1</u>	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>				<input type="checkbox"/> <input type="checkbox"/>
<u>5</u>	ID <u>    </u> Type <u>    </u>	Dispatch <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
<u>6</u>	ID <u>    </u> Type <u>    </u>	Dispatch <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
<u>7</u>	ID <u>    </u> Type <u>    </u>	Dispatch <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
<u>8</u>	ID <u>    </u> Type <u>    </u>	Dispatch <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
<u>9</u>	ID <u>    </u> Type <u>    </u>	Dispatch <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
		Arrival <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
		Clear <input type="checkbox"/>	<u>    </u> <u>    </u> <u>    </u>	<u>    </u>				<input type="checkbox"/> <input type="checkbox"/>
<b>Type of Apparatus or Resources</b>								
Ground Fire Suppression			Marine Equipment			More Apparatus? Use Additional Sheets		
11 Engine			51 Fire boat with pump					
12 Truck or aerial			52 Boat, no pump			Other		
13 Quint			50 Marine apparatus, other					
14 Tanker & pumper combination			Support Equipment			91 Mobile command post		
16 Brush truck			61 Breathing apparatus support					
17 ARF (Aircraft Rescue and Firefighting)			62 Light and air unit			92 Chief officer car		
10 Ground fire suppression, other			60 Support apparatus, other					
Heavy Ground Equipment			Medical & Rescue			93 HazMat unit		
21 Dozer or plow			71 Rescue unit					
22 Tractor			72 Urban Search & rescue unit			94 Type 1 hand crew		
24 Tanker or tender			73 High angle rescue unit					
20 Heavy equipment, other			75 ELS unit			95 Type 2 hand crew		
Aircraft			76 ALS unit					
41 Aircraft: fixed wing tanker			70 Medical and rescue unit, other			99 Privately owned vehicle		
42 Helicopter								
43 Helicopter						00 Other apparatus/resource		
40 Aircraft, other								
						NN None		
						UU Undetermined		
NFIRS-9 Revision: 11/17/98								

<b>A</b>	FDID * <u>78101</u>	State * <u>OH</u>	Incident Date * MM <u>7</u> DD <u>28</u> YYYY <u>2014</u>	Station <u>11</u>	Incident Number * <u>14-0000594</u>	Exposure * <u>000</u>	<input type="checkbox"/> Delete <input type="checkbox"/> Change	<b>NFIRS - 10 Personnel</b>
<b>B Apparatus or Resource</b>		<b>Date and Times</b> <small>Check if same as alarm date</small>			Sent <input checked="" type="checkbox"/>	Number of * People	Use <small>Check ONE box for each apparatus to indicate its main use at the incident.</small>	Actions Taken <small>List up to 4 actions for each apparatus and each personnel.</small>
<small>Use codes listed below</small>		<small>Month Day Year Hours/mins</small>			<input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
1	ID <u>CW11</u>	Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	Sent <input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Type <u>92</u>		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Clear <input checked="" type="checkbox"/>		<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>		<input checked="" type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken	
LEWI02	Lewis, Dennis	FC	X					
2 ID <u>CH13</u>		Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	Sent <input checked="" type="checkbox"/>	1	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Type <u>92</u>		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Clear <input checked="" type="checkbox"/>		<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>		<input checked="" type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken	
RINK01	Rink, Thomas	AC	X					
3 ID <u>R11</u>		Dispatch <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:20</u>	Sent <input checked="" type="checkbox"/>	3	<input checked="" type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Type <u>71</u>		Arrival <input checked="" type="checkbox"/>	<u>7</u> <u>28</u> <u>2014</u>	<u>13:24</u>	<input checked="" type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Clear <input checked="" type="checkbox"/>		<u>7</u> <u>28</u> <u>2014</u>	<u>16:06</u>		<input checked="" type="checkbox"/>		<input type="checkbox"/> Suppression <input type="checkbox"/> EMS <input type="checkbox"/> Other	<input type="checkbox"/> <input type="checkbox"/>
Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken	
CLAY01	Claypoole, William	FFP	X					
GUB01	Gubyaner, Scott	FFP	X					
WILD01	Wildman, Nicolas	FFP	X					

**A** FDID \* 78101 State \* OH Incident Date \* 7 28 2014 Station 11 Incident Number \* 14-0000594 Exposure \* 000  Delete  Change **NFIRS - 10 Personnel**

**B Apparatus or Resource** \* Date and Times  Sent Number of \* Use Actions Taken  
Use codes listed below Check if same as alarm date Check ONE box for each apparatus to indicate its main use at the incident. List up to 4 actions for each apparatus and each personnel.  
 Month Day Year Hours/mins  People

**1** ID T11 Dispatch  7 28 2014 13:20 Sent  1  Suppression  EMS  Other  
 Type 00 Arrival  7 28 2014 13:24 Clear  7 28 2014 16:06

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
WALT01	Walter, David	CP	X				

**2** ID      Dispatch                      Sent        Suppression  EMS  Other  
 Type      Arrival                      Clear                     

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

**3** ID      Dispatch                      Sent        Suppression  EMS  Other  
 Type      Arrival                      Clear                     

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

78101

EDTD

OH

State

7 | 28

Incident Date

2014

11

Station

14-0000594

Incident Number

000

Exposure

Responding  
Units/Personnel

Unit	Notify Time	Enroute Time	Arrival Time	Cleared Time
CH11 Chief's Car	13:20:04	13:20:04	13:24:52	16:06:18

Staff ID\Staff Name	Activity	Rank	Position	Role
LEWI02 Lewis, Dennis K	Fire At Scene	Fire Chief	Fire Chief	

CH13 Chief 13	13:20:04	13:20:04	13:24:52	16:06:18
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Staff ID\Staff Name	Activity	Rank	Position	Role
RINK01 Rink, Thomas S	Fire At Scene	Assistant C	Assistant Fi	

R11 Rescue/Pumper	13:20:04	13:20:04	13:24:52	16:06:18
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Staff ID\Staff Name	Activity	Rank	Position	Role
CLAY01 Claypoole, William	Fire At Scene	Firefighter	Firefighter	
GUR01 Gubyaner, Scott	Fire At Scene	Firefighter	Firefighter	
WILD01 Wildman, Nicolas A	Fire At Scene	Firefighter	Driver	

T11 Utility Truck	13:20:04	13:20:04	13:24:52	16:06:18
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Staff ID\Staff Name	Activity	Rank	Position	Role
WALT01 Walter, David	Fire At Scene	Captain	Shift Office	



78101	OH	7	28	2014	11	14-0000594	000	Responding Personnel
FDID *	State *	Incident Date *			Station	Incident Number *	Exposure *	

Staff ID\Staff Name	Unit	Activity	Position	Rank	PayScl	Hrs	HrsPd	Pts
HANS01 Hanson, Aaron S		OT Over Time	FF	FFP		2.41	2.41	0.00
MANN01 Mannella, Michael		OT Over Time	SO	CP		2.41	2.41	0.00
WALT02 Walters, Gary		OT Over Time	FF	FFP		2.41	2.41	0.00
LEWT02 Lewis, Dennis K	CH11	FX Fire At Scene	CH	FC		0.00	0.00	1.00
RINK01 Rink, Thomas S	CH13	FX Fire At Scene	C2	AC		0.00	0.00	1.00
CLAY01 Claypoole, William	R11	FX Fire At Scene	FF	FFP		0.00	0.00	1.00
GUB01 Gubyaner, Scott	R11	FX Fire At Scene	FF	FFP		0.00	0.00	1.00
WILD01 Wildman, Nicolas A	R11	FX Fire At Scene	D	FFP		0.00	0.00	1.00
WALT01 Walter, David	T11	FX Fire At Scene	SO	CP		0.00	0.00	1.00

Total Participants: 9

Total Personnel Hours: 7.23

An 'X' next to the unit denotes driver.

78101	OH	MM	DD	YYYY	11	14-0000594	000	NFIRS - Involvement User Fields
FDID	State	7	28	2014	Station	Incident Number	Exposure	

Involvement Name: CORPORATION, WAL-MART	Involvement Type:	Owner: X	Occupant:
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Involvement Name: Hewitt, Bill	Involvement Type:	Owner:	Occupant:
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A RESOLUTION CERTIFYING THE FIRE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on April 16, 2015 at 1900 p.m., at 3372 STATE Route 5, with the following members present:

Trustee \_\_\_\_\_ Trustee \_\_\_\_\_ Trustee \_\_\_\_\_;  
and

WHEREAS, on January 31, 2015, the BAZETTA Township Fire Department ("Fire Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 2482 STATE Route 5; and

WHEREAS, in responding to the aforementioned emergency situation, the Fire Department incurred necessary and reasonable, additional, or extraordinary costs in investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Fire Department's Chief has certified the Fire Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached Invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Fire Department's Chief has recommended that the Trustees certify the Fire Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE BAZETTA TOWNSHIP BOARD OF TRUSTEES THAT:

- Section 1. Pursuant to the recommendation of the Fire Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Fire Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2.

Pursuant to the recommendation of the Fire Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Fire Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

Trustee Houis moved for adoption of the Resolution, and the motion was seconded by Trustee Parke. The roll was called in the question of adoption in the following result:

Member: Houis, Parke & Webb Vote: Yea-Nay-Absent

Adopted: April 6, 2015

[Signature]  
Trustee

[Signature]  
Trustee

Frank W. Parke  
Trustee

STATE OF OHIO )  
                          )  
COUNTY OF TRUMBULL )

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Drew, Fiscal Officer of the  
Bazetta Township Board of Trustees, in whose custody and  
control the files and records of such Board are required by the laws  
of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that  
the same is a true and correct copy thereof.

Rita K. Drew

Date: 04-06-15

Fiscal Officer

# BAZETTA FIRE DEPARTMENT

STATION 11

*Bazetta*

*Striving for a Better Tomorrow*

Captain  
Dave Walter

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

Chief  
Dennis Lewis  
Asst. Chief  
Tom Rink  
Captain  
Mike Mannella

STATION 13



Captain

## Haz-Mat Billing

2482 State Route 5	Bazetta Fire Department
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### Members

FD Members	Hours	Rate	Total
Dave Walter	1.5	26	\$39.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Department Members Total</b>			<b>\$39.00</b>

Unit	Hours	Rate	Total
Rescue 11	1.5	200.00	\$300.00
Cruiser W/ Officer	1.5	67.00	\$100.50
Cruiser W/ Officer	1.5	67.00	\$100.50
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Vehicle and Equipment Total</b>			<b>\$501.00</b>

<b>Grand Total</b>	<b>\$540.00</b>
--------------------	-----------------

# BAZETTA FIRE DEPARTMENT

STATION 11

*Bazetta*

*Striving for a Better Tomorrow*

Captain  
Dave Walter

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

Chief  
Dennis Lewis  
Asst. Chief  
Tom Rink  
Captain  
Mike Mannella

STATION 13



Captain

Professionally,

*Dennis Lewis*

Dennis Lewis  
Chief of Fire & EMS

## Haz-Mat Billing

Bazetta Fire Department

### Members

FD Members	Hours	Rate	Total
Dave Walter	1.5	26	\$39.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Department Members Total</b>			<b>\$39.00</b>

Unit	Hours	Rate	Total
Rescue 11	1.5	200.00	\$300.00
Cruiser W/ Officer	1.5	67.00	\$100.50
Cruiser W/ Officer	1.5	67.00	\$100.50
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Vehicle and Equipment Total</b>			<b>\$501.00</b>

<b>Grand Total</b>	<b>\$540.00</b>
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A 78101 OH 01 31 2015 11 15-000088 000 NFIRS -1 Basic

B Location\* [X] Street address 2482 STATE ROUTE 5 NE CORTLAND OH 44410

C Incident Type \* 322 Motor vehicle accident with Incident Type D Aid Given or Received \* 1 [X] Mutual aid received 2 [ ] Automatic aid recv. 3 [ ] Mutual aid given 4 [ ] Automatic aid given 5 [ ] Other aid given N [ ] None

E1 Date & Times 01 31 2015 06:56:18 E2 Shift & Alarms C 13 E3 Special Studies G1 Resources \* [X] Check this box and skip this section if an Apparatus or Personnel form is used. G2 Estimated Dollar Losses & Values

F Actions Taken \* 44 Hazardous materials 33 Provide advanced life 34 Transport person Completed Modules H1\* Casualties H2 Detector H3 Hazardous Materials Release I Mixed Use Property

J Property Use\* Structures 131 Church, place of worship 161 Restaurant or cafeteria 162 Bar/Tavern or nightclub 213 Elementary school or kindergarten 215 High school or junior high 241 College, adult education 311 Care facility for the aged 331 Hospital Outside 124 Playground or park 655 Crops or orchard 669 Forest (timberland) 807 Outdoor storage area 919 Dump or sanitary landfill 931 Open land or field

**K1 Person/Entity Involved**

Local Option

Business name (if applicable)

Area Code

Phone Number

 Check This Box if same address as incident location. Then skip the three duplicate address lines.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mr., Ms., Mrs.	First Name	MI	Last Name	Suffix					
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Number	Prefix	Street or Highway			Street Type	Suffix			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Post Office Box	Apt./Suite/Room		City						
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
State	Zip Code								

 More people involved? Check this box and attach Supplemental Forms (NFIRS-1S) as necessary
**K2 Owner**
 Same as person involved? Then check this box and skip the rest of this section.

Local Option

Business name (if Applicable)

Area Code

Phone Number

 Check this box if same address as incident location. Then skip the three duplicate address lines.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mr., Ms., Mrs.	First Name	MI	Last Name	Suffix					
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Number	Prefix	Street or Highway			Street Type	Suffix			
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Post Office Box	Apt./Suite/Room		City						
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
State	Zip Code								

**L Remarks**

Local Option

M-13 And R-11 Were Dispatched To The Area Near 2482 State Route 5 For A MVA (car Into Semi). U/a On Scene It Was Noted That A Jeep Liberty Had Ran Into The Rear End Of A Propane Truck (private Contractor). M-13 Evaluated And Transported One Pt (jeep Driver) Als To Tmh Ed. R-11 Arrived On Scene And Performed Scene Size Up, R-11 Secured Jeep With Cribbing, Established Safe Zone, Shut All Power To Propane Truck Off, Set Up Water Curtain Under Propane Truck To Control Odor (possible Slight Leak) That Had Been Coming Form A "bad Valve" On Truck. Captain Walter Had Bazetta Pd Close State Route 5 From Millennium Blvd North To Burnett Drive. Bazetta Pd, Cortland Pd, Osp And Tc Sheriff Assisted With Road Closure. 11-110 Notified 11-101 Via Cell Phone Of Incident And 11-101 Was Going To Notify Bazetta Twp Trustees. 11-110 Contacted 11-121 At Station To Begin Press Release Notification To Media Regarding Incident, Road Closures And Business Closures Until Incident Was Deemed Safe. 11-110 Also Contacted Osp Motor Carrier Division To Respond To The Scene To Evaluate Propane Truck And Possible Hazard Before Moving Any Vehicles From The Scene. Osp Motor Carrier Division Rep Arrived On Scene And Was Comfortable With Bazetta Fd's Efforts And Was Then Going To Remove Truck From The Road Way To Continue Investigation Of Crash. R-11 Discontinued Water Curtain At That Time And Released Scene To Osp, Terminated Command And Placed All Units In Service. All Businesses In The Area Were Attempted To Be Notified Regarding The Road Closure And Hazard That Existed. Media Press Releases Were Issued And Initiated As They Became Available.

-----  
 On 01/31/2015 At 06:56:18 Dispatched To 2482 State Route 5 Ne/cortland, Oh 44410. The Location Is A Highway Or Divided Highway. The Incident Was Determined To Be A(n) Motor Vehicle Accident With Injuries.

**L Authorization**

WASS01

Officer in charge ID

Wasser, Robert

Signature

FFP

Position or rank

Assignment

Assignment

01

Month

31

Day

2015

Year

 Check Box if  same as Officer in charge.

WASS01

Member making report ID

Wasser, Robert

Signature

FFP

Position or rank

Assignment

Assignment

01

Month

31

Day

2015

Year

**Narrative:**

M-13 And R-11 Were Dispatched To The Area Near 2482 State Route 5 For A MVA (car Into Semi). U/a On Scene It Was Noted That A Jeep Liberty Had Ran Into The Rear End Of A Propane Truck (private Contractor). M-13 Evaluated And Transported One Pt (jeep Driver) Als To Tmh Ed. R-11 Arrived On Scene And Performed Scene Size Up, R-11 Secured Jeep With Cribbing, Established Safe Zone, Shut All Power To Propane Truck Off, Set Up Water Curtain Under Propane Truck To Control Odor (possible Slight Leak) That Had Been Coming Form A "bad Valve" On Truck. Captain Walter Had Bazetta Pd Close State Route 5 From Millennium Blvd North To Burnett Drive. Bazetta Pd, Cortland Pd, Osp And Tc Sheriff Assisted With Road Closure. 11-110 Notified 11-101 Via Cell Phone Of Incident And 11-101 Was Going To Notify Bazetta Twp Trustees. 11-110 Contacted 11-121 At Station To Begin Press Release Notification To Media Regarding Incident, Road Closures And Business Closures Until Incident Was Deemed Safe. 11-110 Also Contacted Osp Motor Carrier Division To Respond To The Scene To Evaluate Propane Truck And Possible Hazard Before Moving Any Vehicles From The Scene. Osp Motor Carrier Division Rep Arrived On Scene And Was Comfortable With Bazetta Fd's Efforts And Was Then Going To Remove Truck From The Road Way To Continue Investigation Of Crash. R-11 Discontinued Water Curtain At That Time And Released Scene To Osp, Terminated Command And Placed All Units In Service. All Businesses In The Area Were Attempted To Be Notified Regarding The Road Closure And Hazard That Existed. Media Press Releases Were Issued And Initiated As They Became Available.

-----  
 On 01/31/2015 At 06:56:18 Dispatched To 2482 State Route 5 Ne/cortland, Oh 44410. The Location Is A Highway Or Divided Highway. The Incident Was Determined To Be A(n) Motor Vehicle Accident With Injuries.

07:05:29 Arrived On Scene.

The Following Actions Were Performed On Scene:

- Hazardous Materials Leak Control & Containment
- Provide Advanced Life Support (als)
- Transport Person

Units Responding Were:

- Unit M13 Responded.
- Unit R11 Responded.

Mutual Aid Received:

Trumbull County Haz Mat Team

07:18:31 All Units Back In Service.

A

78101  
FDID \*

OH  
State \*

MM DD YYYY  
1 31 2015  
Incident Date \*

11  
Station

15-0000088  
Incident Number \*

000  
Exposure \*  Delete  
 Change

Vehicle  
Accident  
Information

Mobile Property Type 10 Passenger road vehicle, Other      Accident Type 2105 Center Rear  
Vehicle Found 1 Upright      Position in vehicle 2145 Driver  
Ejection/Entrapment 8 Other

Vehicle Make Jeep      vehicle license      State  
VIN      Drivers's License#      State

Extrication Required? No      Minutes Required      Extrication Agency

B Apparatus or * Resource	Date and Times						Sent	Number of * People	Use	Actions Taken	
	Check if same as alarm date										
	Month	Day	Year	Hour	Min						
1 ID <u>M13</u> Type <u>76</u>	Dispatch	<input checked="" type="checkbox"/>	<u>1</u>	<u>31</u>	<u>2015</u>	<u>06:56</u>	<input checked="" type="checkbox"/>	<u>2</u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input checked="" type="checkbox"/>	<u>1</u>	<u>31</u>	<u>2015</u>	<u>07:05</u>			<input checked="" type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input checked="" type="checkbox"/>	<u>1</u>	<u>31</u>	<u>2015</u>	<u>08:35</u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
2 ID <u>R11</u> Type <u>71</u>	Dispatch	<input checked="" type="checkbox"/>	<u>1</u>	<u>31</u>	<u>2015</u>	<u>06:56</u>	<input checked="" type="checkbox"/>	<u>2</u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input checked="" type="checkbox"/>	<u>1</u>	<u>31</u>	<u>2015</u>	<u>07:05</u>			<input checked="" type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input checked="" type="checkbox"/>	<u>1</u>	<u>31</u>	<u>2015</u>	<u>08:35</u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
3 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
4 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
5 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
6 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
7 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
8 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>
9 ID <u>    </u> Type <u>    </u>	Dispatch	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>	<input type="checkbox"/>	<u>    </u>	<input type="checkbox"/> Suppression	<input type="checkbox"/>	<input type="checkbox"/>
	Arrival	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> EMS	<input type="checkbox"/>	<input type="checkbox"/>
	Clear	<input type="checkbox"/>	<u>    </u>	<u>    </u>	<u>    </u>	<u>    </u>			<input type="checkbox"/> Other	<input type="checkbox"/>	<input type="checkbox"/>

Type of Apparatus or Resources

- |   |   |   |
|---|---|---|
| <p><b>Ground Fire Suppression</b></p> <ul style="list-style-type: none"> <li>11 Engine</li> <li>12 Truck or aerial</li> <li>13 Quint</li> <li>14 Tanker &amp; pumper combination</li> <li>16 Brush truck</li> <li>17 ARF (Aircraft Rescue and Firefighting)</li> <li>10 Ground fire suppression, other</li> </ul> <p><b>Heavy Ground Equipment</b></p> <ul style="list-style-type: none"> <li>21 Dozer or plow</li> <li>22 Tractor</li> <li>24 Tanker or tender</li> <li>20 Heavy equipment, other</li> </ul> <p><b>Aircraft</b></p> <ul style="list-style-type: none"> <li>41 Aircraft: fixed wing tanker</li> <li>42 Helitanker</li> <li>43 Helicopter</li> <li>40 Aircraft, other</li> </ul> | <p><b>Marine Equipment</b></p> <ul style="list-style-type: none"> <li>51 Fire boat with pump</li> <li>52 Boat, no pump</li> <li>50 Marine apparatus, other</li> </ul> <p><b>Support Equipment</b></p> <ul style="list-style-type: none"> <li>61 Breathing apparatus support</li> <li>62 Light and air unit</li> <li>60 Support apparatus, other</li> </ul> <p><b>Medical &amp; Rescue</b></p> <ul style="list-style-type: none"> <li>71 Rescue unit</li> <li>72 Urban Search &amp; rescue unit</li> <li>73 High angle rescue unit</li> <li>75 BLS unit</li> <li>76 ALS unit</li> <li>70 Medical and rescue unit, other</li> </ul> | <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p>More Apparatus?<br/>Use Additional<br/>Sheets</p> </div> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>91 Mobile command post</li> <li>92 Chief officer car</li> <li>93 HazMat unit</li> <li>94 Type 1 hand crew</li> <li>95 Type 2 hand crew</li> <li>99 Privately owned vehicle</li> <li>00 Other apparatus/resource</li> </ul> <p>NN None<br/>UU Undetermined</p> |
|---|---|---|

**A** FDID \* 78101 State \* OH Incident Date \* MM 1 DD 31 YYYY 2015 Station 11 Incident Number \* 15-0000088 Exposure \* 000  Delete  Change **NFIRS - 10 Personnel**

**B Apparatus or Resource \*** Use codes listed below  
**Date and Times** Check if same as alarm date  
 Month Day Year Hours/mins  
 Sent  Number of \* People 2 Use Check ONE box for each apparatus to indicate its main use at the incident.  Suppression  EMS  Other  
 Actions Taken List up to 4 actions for each apparatus and each personnel.

**1** ID M13 Dispatch  1 31 2015 06:56 Sent  2  Suppression  EMS  Other  
 Type 76 Arrival  1 31 2015 07:05 Clear  1 31 2015 08:35

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
SHAF01 WILD01	Shafer, Todd Wildman, Nicolas	FFP FFP	X X				

**2** ID R11 Dispatch  1 31 2015 06:56 Sent  2  Suppression  EMS  Other  
 Type 71 Arrival  1 31 2015 07:05 Clear  1 31 2015 08:35

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
GUB01 WALT01	Gubyaner, Scott Walter, David	FFP CP	X X				

**3** ID        Dispatch                  Sent       Suppression  EMS  Other  
 Type     Arrival                  Clear                 

Personnel ID	Name	Rank or Grade	Attend <input checked="" type="checkbox"/>	Action Taken	Action Taken	Action Taken	Action Taken
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				
			<input type="checkbox"/>				

78101

FDID

OH

State

1

31

Incident Date

2015

11

Station

15-0000088

Incident Number

000

Exposure

Responding  
Units/Personnel

Unit	Notify Time	Enroute Time	Arrival Time	Cleared Time
M13 Ambulance	06:56:18	06:56:18	07:05:29	08:35:41

Staff ID\Staff Name	Activity	Rank	Position	Role
SHAF01 Shafer, Todd	Medical At Scene	Firefighter	Lead Paramed	
WILD01 Wildman, Nicolas A	Medical At Scene	Firefighter	Paramedic	

**Unit Narrative**

M-13 Was Dispatched To 2482 State Route 5 Ne For A MVA (car Into A Semi). M-13 Arrived On Scene And Evaluated Pt In Jeep That Ran Into The Rear Of The Propane Truck. M-13 Crew Transported One Pt To Tmh Ed.

R11 Rescue/Pumper	06:56:18	06:56:18	07:05:29	08:35:41
-------------------	----------	----------	----------	----------

Staff ID\Staff Name	Activity	Rank	Position	Role
GUB01 Gubyaner, Scott	Fire At Scene	Firefighter	Driver	
WALT01 Walter, David	Fire At Scene	Captain	Shift Office	

**Unit Narrative**

R-11 Arrived On Scene And Performed Scene Size Up, R-11 Secured Jeep With Cribbing, Established Safe Zone, Shut All Power To Propane Truck Off, Set Up Water Curtain Under Propane Truck To Control Odor (possible Slight Leak) That Had Been Coming From A "bad Valve" On Truck. Captain Walter Had Bazetta Pd Close State Route 5 From Millennium Blvd North To Burnett Drive. Bazetta Pd, Cortland Pd, Osp And Tc Sheriff Assisted With Road Closure. 11-110 Notified 11-101 Via Cell Phone Of Incident And 11-101 Was Going To Notify Bazetta Twp Trustees. 11-110 Contacted 11-121 At Station To Begin Press Release Notification To Media Regarding Incident, Road Closures And Business Closures Until Incident Was Deemed Safe. 11-110 Also Contacted Osp Motor Carrier Division To Respond To The Scene To Evaluate Propane Truck And Possible Hazard Before Moving Any Vehicles From The Scene. Osp Motor Carrier Division Rep Arrived On Scene And Was Comfortable With Bazetta Pd's Efforts And Was Then Going To Remove Truck From The Road Way To Continue Investigation Of Crash. R-11 Discontinued Water Curtain At That Time And Released Scene To Osp, Terminated Command And Placed All Units In Service.

78101  
FDID \*

OH  
State \*

MM DD  
1 31  
Incident Date \*

YYYY  
2015

11  
Station

15-0000088  
Incident Number \*

000  
Exposure \*

Responding  
Personnel

Staff ID\Staff Name	Unit	Activity	Position	Rank	PayScl	Hrs	HrsPd	Pts
SHAF01 Shafer, Todd	M13	MX Medical At	PM	FFP		0.00	0.00	1.00
WILD01 Wildman, Nicolas A	M13	MX Medical At	PA	FFP		0.00	0.00	1.00
GUB01 Gubyaner, Scott	R11	FX Fire At Scene	D	FFP		0.00	0.00	1.00
WALT01 Walter, David	R11	FX Fire At Scene	SO	CP		0.00	0.00	1.00

Total Participants: 4

Total Personnel Hours: 0.00

An 'X' next to the unit denotes driver.



15-01-099

ADMINISTRATIVE

CALL NUMBER: \_\_\_\_\_ GEO CODE: \_\_\_\_\_ PRECINCT: B

TOD: 06:59  INCIDENT (NON-CRIMINAL)  
 OFFENSE  
 SUPPLEMENT

TOA: 07:07  
 TOC: 08:50

Printed: 02-10-2015 12:14

\*CLEARANCES

A  Death of Suspect G  Arrest - Juvenile  
 B  Prosecution Declined H  Warrant Issued  
 C  In Custody of Other Jurisd. I  Invest Pending  
 D  Vict'm Refused to Coop. J  Closed  
 E  Juvenile/No Custody K  Unfounded  
 F  Arrest - Adult U  Unknown

\*CLEARANCE DATE: 01-31-2015 BY: 1311

OHIO UNIFORM INCIDENT REPORT

REPORT DATE/TIME				INCIDENT OCCURRED FROM				INCIDENT OCCURRED TO			
MONTH	DAY	YEAR	TIME	MONTH	DAY	YEAR	TIME	MONTH	DAY	YEAR	TIME
01	31	2015	06:59	01	31	2015	06:59	01	31	2015	08:50

INCIDENT LOCATION (Street, Apt, City, State, Zip) 2498 ELM ROAD EXT. NE, CORTLAND, OH 44410

OFFENSE

*OFFENSE	*OFFENSE CODE	*AVC	*FM & DEG.	*HATE/BIAS	*LARCENY	*CNT	*TYPE CRIMINAL ACTIVITY
1. ASSIST POLICE DEPT	1. APD						1. 2. 3. (Enter up to three for each offense)
2. TRAFFIC COMPLAINT	2. TRC						1. 2. 3. B - Buying/Rec. C - Cultivating/Mfg./Pub. D - Distributing/Selling E - Exploiting Children O - Oper./Promoting/Ass. P - Possessing/Concealing T - Transp./Transmitting U - Using/Consuming
3.							1. 2. 3.
4.							1. 2. 3.
5.							1. 2. 3.

\*LOCATION OF OFFENSE (Enter up to two)

1. _____ 2. _____	12 Jail/Prison 13 Parking Garage 14 Other Public Access Buildings	59 Daycare Facility	40 Other Retail Store 41 Factory/Mill/Plant 42 Other Building	OTHER 53 Abandoned / Condemned Structure 55 Arena / Stadium 58 Cargo Container 60 Dock/Wharf/Freight/ Modal Terminal 61 Farm Facility 62 Gambling Facility/ Casino/Race Track 63 Military Installation 65 Shelter-Mission/ Homeless 66 Tribal Lands 67 Other	*SUSPECTED OF USING <input type="checkbox"/> A ALCOHOL <input type="checkbox"/> D DRUGS <input type="checkbox"/> C COMPUTER EQUIPMENT <input type="checkbox"/> N NOT APPLICABLE		
RESIDENTIAL STRUCTURE 01 Single Family Home 02 Multiple Dwelling 03 Residential Facility 04 Other Residential 05 Garage/Shed PUBLIC ACCESS BLDGS. 06 Transit Facility 07 Government Office 08 School 09 College 67 Library 10 Church 11 Hospital				COMMERCIAL LOCATIONS 15 Auto Shop 16 Financial Institution 17 Barber/Beauty Shop 18 Hotel/Motel 19 Dry Cleaners/Laundry 20 Professional Office 21 Doctor's Office 22 Other Business Office 23 Amusement Center 24 Rental Storage Facility 25 Other Commercial Service 66 ATM Machine Separate from Bank	RETAIL 26 Bar 27 Buy/Sell/Trade Shop 28 Restaurant 29 Gas Station 30 Auto Sales Lot 31 Jewelry Store 32 Clothing Store 33 Drugstore 34 Liquor Store 35 Shopping Mall 36 Sporting Goods 37 Grocery/Supermarket 38 Variety/Convenience 39 Department Store	OUTSIDE 43 Yard 44 Construction Site 45 Lake/Waterway 46 Fields/Woods 47 Street 48 Parking Lot 49 Park/Playground 50 Cemetery 51 Public Transit Vehicle 52 Other Outside Location 57 Camp/Campground 64 Rest Area	*TYPE WEAPON/FORCE USED 1. _____ 2. _____ 3. _____ (Enter up to Three Codes)

*METHOD OF ENTRY	*METHOD OF ENTRY - MOTOR VEHICLE THEFT	*METHOD OF ENTRY : BURGLARY/B & E						
<input type="checkbox"/> FORCE <input type="checkbox"/> NO FORCE	<input type="checkbox"/> 01 MOTOR RUNNING/KEYS IN CAR <input type="checkbox"/> 02 UNLOCKED <input type="checkbox"/> 03 DUPLICATE KEY USED <input type="checkbox"/> 04 WINDOW BROKEN <input type="checkbox"/> 05 TOWED	<input type="checkbox"/> 06 HOT WIRE <input type="checkbox"/> 07 SLIM JIM/COAT HANGER <input type="checkbox"/> 08 TUMBLERS REMOVED <input type="checkbox"/> 09 COLUMN PEELED <input type="checkbox"/> 10 IGNITION PEELED	ENTRY	EXIT	ENTRY	EXIT	ENTRY	EXIT
*NO. PREMISES ENTERED			<input type="checkbox"/> 1. BASEMENT <input type="checkbox"/> 2. 1st FLOOR <input type="checkbox"/> 3. 2nd FLOOR <input type="checkbox"/> 4. OTHER	<input type="checkbox"/>	<input type="checkbox"/> 1. DOOR <input type="checkbox"/> 2. WINDOW <input type="checkbox"/> 3. GARAGE <input type="checkbox"/> 4. SKYLIGHT <input type="checkbox"/> 5. OTHER	<input type="checkbox"/>	<input type="checkbox"/> 1. FRONT <input type="checkbox"/> 2. SIDE <input type="checkbox"/> 3. REAR <input type="checkbox"/> 4. ROOF <input type="checkbox"/> 5. OTHER	<input type="checkbox"/>

METHODS OF OPERATION  Y  N \*CARGO THEFT

VICTIM

*NO. VICTIMS	*TOTAL VICTIMS	*VICTIM TYPE	<input type="checkbox"/> I INDIVIDUAL <input type="checkbox"/> B BUSINESS	<input type="checkbox"/> F FINANCIAL INSTITUTION <input type="checkbox"/> G GOVERNMENT	<input type="checkbox"/> P POLICE OFFICER (IN THE LINE OF DUTY) <input type="checkbox"/> R RELIGIOUS ORGANIZATION	<input type="checkbox"/> S SOCIETY <input type="checkbox"/> U UNKNOWN	<input type="checkbox"/> O OTHER	
NAME (Last, First, Middle)							PHONE	
ADDRESS (Street, Apt, City, State, Zip)							PHONE	
EMPLOYER NAME AND (Street, Apt, City, State, Zip) ADDRESS								
*AGE/D.O.B	*SEX	*RACE	<input type="checkbox"/> W <input type="checkbox"/> I <input type="checkbox"/> U	<input type="checkbox"/> B <input type="checkbox"/> A	HEIGHT	WEIGHT	HAIR	EYES
OCCUPATION			SSN	*RESIDENT STATUS	<input type="checkbox"/> RESIDENT <input type="checkbox"/> TOURIST	<input type="checkbox"/> MILITARY <input type="checkbox"/> STUDENT	<input type="checkbox"/> OTHER <input type="checkbox"/> UNKNOWN	
<input type="checkbox"/> VICTIM INJURED	IF INJURED DESCRIBE INJURIES							
*AGG. ASLT/HOMICIDE CIR.	*VICTIM/SUSPECT RELATIONSHIP			*VICTIM/OFFENSE LINK				
My signature verifies that the information on this report is accurate and true							DATE	

REPORTING OFFICER	HERLINGER, CHRISTOPHER G.	BADGE NO.	1311	DATE	01-31-2015	
APPROVING OFFICER	RENTZ, SHAWN P.	BADGE NO.	1322	DATE	02-01-2015	
<input type="checkbox"/> FOLLOW UP	If yes, follow-up assignment					
ADDITIONAL SUPPLEMENTS	<input type="checkbox"/> VICTIM/WITNESS <input type="checkbox"/> SUSPECT/ARRESTEE	<input type="checkbox"/> PROPERTY <input checked="" type="checkbox"/> NARRATIVE	<input type="checkbox"/> STATEMENTS <input checked="" type="checkbox"/> OTHER	FORM RECEIVED BY: <input type="checkbox"/> INVESTIGATION	<input type="checkbox"/> INTELLIGENCE <input type="checkbox"/> RECORDS	SPECIAL COPIES

INCIDENT NUMBER: 15-01-099

OFFENSE INCIDENT DATE/TIME 01-31-2015 06:59

REPORTEE NO. NAME (Last, First, Middle) AGE/D.O.B. SSN ADDRESS (Street, Apt., City, State, Zip) PHONE EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip) PHONE

CHECK CATEGORIES TYPE STOLEN RECOVERED IMPOUNDED RECEIVED SUSPECT'S VEHICLE VICTIM'S VEHICLE UNAUTH. USE ABANDONED DAMAGE TO VEHICLE THEFT FROM VEHICLE LIC LIS LIY LIT VIN/VOAN VMA VMO VST VCO TOP BOTTOM VEHICLE LOCKED KEYS IN VEHICLE HOLD VEHICLE RELEASE CONTENTS VEHICLE ASSOC W/ SUSPECT # VEHICLE ASSOC W/ VICTIM # VEHICLE TOWED TOWED BY OWNERSHIP VERIFIED BY TAG RECEIPT TITLE BILL OF SALE OTHER

PROPERTY LOSS TABLE with columns: TYPE PROPERTY LOSS, QUANTITY, DESCRIPTION, VICT. NO, VEH. NO, MAKE/BRAND, MODEL, SERIAL NUMBER, NCIC NUMBER, OTHER NUMBER, PROP CODE, VALUE, DATE RECOVERED. Includes legend for PROPERTY CODES.

NARRATIVE Officers were dispatched to the area of Burnett Pools on Elm Road reference to a car versus semi truck crash with unknown injury. Upon arrival, officers observed a Jeep into the rear of a loaded propane truck that was completely blocking the north and southbound lanes of Elm Road. Officers assisted the fire department and OSP as needed on scene. The road was cleared of the crash and opened back up. Officers cleared the scene and resumed patrol.

# ADDITIONAL PERSONS SUPPLEMENT

INCIDENT NUMBER 15-01-099

VICTIM OFFENSE INCIDENT DATE/TIME 01-31-2015 06:59

PERSON	NO. 1	NAME (Last, First, Middle) OSP - OHIO STATE HIGHWAY PATROL			NAME TYPE O - OTHER		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

PERSON	NO.	NAME (Last, First, Middle)			NAME TYPE		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

PERSON	NO.	NAME (Last, First, Middle)			NAME TYPE		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

PERSON	NO.	NAME (Last, First, Middle)			NAME TYPE		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

PERSON	NO.	NAME (Last, First, Middle)			NAME TYPE		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

PERSON	NO.	NAME (Last, First, Middle)			NAME TYPE		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

PERSON	NO.	NAME (Last, First, Middle)			NAME TYPE		
	GENDER		RACE	AGE/ D.O.B	SSN		
	ADDRESS (Street, Apt., City, State, Zip)						PHONE
	EMPLOYER NAME AND ADDRESS (Street, Apt., City, State, Zip)						PHONE
	<input type="checkbox"/> STATEMENTS OBTAINED		TYPE <input type="checkbox"/> WRITTEN <input type="checkbox"/> ORAL <input type="checkbox"/> TAPED <input type="checkbox"/> OTHER				

REPORTING OFFICER/ARRESTING OFFICER HERLINGER, CHRISTOPHER G.	BADGE NO. 1311	DATE 01-31-2015
APPROVING OFFICER RENTZ, SHAWN P.	BADGE NO. 1322	DATE 02-01-2015

VICTIM

OFFENSE

INCIDENT DATE/TIME

15-01-099

01-31-2015 06:59

1/31/2015 8:51 AM From: Trumbull County 911 Fax Number: 330-676-2653 Page 1 of 3

DISPATCHED CALL SUMMARY

Trumbull County 911 1 of 3

15-01-099

Printed: 01-31-2015 08:50:29

Call Number	#BAZ1500470	Agency Code	1339	Incident Code	G4P - CRASH WITH REPORTED INJURIES
Agency	BAZ - BAZETTA TWP PD	Group	BAZ - BAZETTA PD	Response Code	LAW1
Type	01-31-2015 06:55:11	CALL TAKER	JSTAN	CALL TAKER WORKSTATION	DISP1
DISPATCHED DATE/TIME	01-31-2015 06:59:29	DISPATCHER	GBAKER	DISPATCHER WORKSTATION	DISP6
CLEARED DATE/TIME		CLEARED USER		CLEARED WORKSTATION	
CANCELLED DATE/TIME		CANCELLED USER		CANCELLED WORKSTATION	
Priority		Priority		Priority	1-1 PRIORITY 1

ADDRESS	2498 ELM RD EXT NE, BAZETTA TWP (BURNETT POOLS SPAS & HOT TUBS)	OVERSIGHT	FALSE	TOWNSHIP	BAZE - Bazetta Twp
LOCATION NOTES					

CROSS STREET 1	MILLENNIUM BLVD	CROSS STREET 2	BURNETT DR	LATITUDE	41.2654584794362	LONGITUDE	-80.7615770152848
ESN	834	SEC CODE		DOT #		MAP PAGE	
Hydrant		Hydrant		Hydrant		Hydrant	

Fire Alarm	1300	Police Area	1300	Police Zone		FD JURISDICTION	BAZETTA
Fire Response Area	1113	Station	STA11	FD JURISDICTION	BAZETTA	Response	LAW1
EMS		Station	1399	Method		EPO	EPD

NAME	BARB	TYPE	C	Origin Code	W911 - WIRELESS 911
ADDRESS					
PROJECT	330-647-9719				

DATE OF BIRTH	SSN	Sex	HEIGHT	HAIR	PHONE 2
DL STATE	DL #	Race	WEIGHT	EYES	CONTACT METHOD

PERSON NOTES

PERSON LOCATION NOTES

- NOTE 01-31-2015 06:55:38 JSTAN DISP1 SEMI VS CAR
- ALERT 01-31-2015 06:55:38 SYSTEM DISP1 LOCATION ALERT: 2498 ELM RD EXT NE, BAZETTA TWP - BUSINESS IS BURNETT POOLS INC // BUSINESS PHONE 330-372-4725 // EMERGENCY CONTACTS: (OWNER) ALAN BURNETT - 330-565-5106 // (OWNER) GARY BURNETT - 330-565-9305 // (OWNER) HOLLY HESS - 330-565-9308 // (OWNER) MYRA MAY - 330-565-9304 // ALARM SYSTEM - ADVANCED HOME & BUSINESS - 330-549-0174
- NOTE 01-31-2015 06:55:07 JSTAN DISP1 CAR SMASHED INTO BACK END OF SEMI
- NOTE 01-31-2015 06:55:58 DHAMNE DISP8 GARY ASHER DRIVER OF TRUCK - STATES HE WAS BACKING ACROSS THE STREET AND A CAR RAN INTO HIM - STATES THERE'S INJURIES
- NOTE 01-31-2015 07:03:31 GBAKER DISP8 1326 ADV CONFIRMED INJURY AIR BAGS DEPLOYED
- NOTE 01-31-2015 07:04:31 MDAVD DISP7 R11 REQ STAT ON STANDBY
- NOTE 01-31-2015 07:05:05 GBAKER DISP8 1326 ADV FULLY LOADED PROPANE TRUCK
- NOTE 01-31-2015 07:07:48 MDAVD DISP7 11-110 IN COMMAND // REQ HAZMAT CONTACT HIM BY PHONE
- NOTE 01-31-2015 07:09:52 GBAKER DISP8 1339 ADV ROAD SHUT DOWN AT INTERSECTION OF BURNETT
- NOTE 01-31-2015 07:10:11 GBAKER DISP8 1326 REQ OSP STEP IT UP // TRUCK DRIVER UNCOOPERATIVE
- NOTE 01-31-2015 07:11:27 KBRYANT DISP4 626 SOUTH END BY SANDY
- NOTE 01-31-2015 07:16:00 GBAKER DISP8 1326 ADV THEIR PERSONEL BACKING UP
- NOTE 01-31-2015 07:16:50 GBAKER DISP8 1311 ADV REQ ODOT FOR A TRUCK

AGENCY	UNIT	OFFICER	DISP	EN ROUTE	ON SCENE	PATIENT CONF	ARR TO HOSP	AT HOSP	LEAVE HOSP	TRANS START	TRANS ARRIVE	TRANS COMPLETE	RTR TO QTR	AVCON SCENE	R CLEAR	MIN	
BAZ	1311		06:59:29		07:07:31											08:49:10	110
BAZ	1339		07:02:16		07:02:16											07:03:17	1
BAZ	1326		07:03:05		07:03:05											07:25:31	23
OSP	OSP4		07:55:10		07:05:12											08:49:35	104

AGENCY	UNIT	REPORT NUMBER	AUTHOR	TYPE	SYSTEM	DATE CREATED	IRPT/CANC
BAZ	1311	+BAZ1500354	GBAKER	AUTO GENERATED		01-31-2015 06:59:30	NO
OSP	OSP4	+OSP1500023	GBAKER	AUTO GENERATED		01-31-2015 07:05:10	NO
TCO	71	+TCO1500883	GBAKER	AUTO GENERATED		01-31-2015 07:05:25	NO
CO				AUTO GENERATED		01-31-2015 07:06:31	NO

Received Time: Jan. 31, 2015 - 8:39 AM No. 7301

NIBRS,30901

VICTIM

OFFENSE

INCIDENT DATE/TIME

15-01-099

01-31-2015 06:59

1/31/2015 8:52 AM From: A Happy FaxTox User Fax Number: 330-676-2893 Page 2 of 3

SUPPLEMENTAL CALL DATA

Trumbull County 911 2 of 3

Printed: 01-31-2015 08:50:29

Call Number #BAZ1600470

AGENCY	UNIT	OFFICER	DISP	EN ROUTE	ON SCENE	PATIENT CONT	ENR TO HOSP	AT HOSP	LEAVE HOSP	TRANS START	TRANS ARRIVE	TRANS COMPLET	RTN TO QTRTS	AVLN IN SCENE	IN SCENE	CLEAR	MIN	
TCO	71																	
07:05:24		07:09:27															07:21:28	18
BAZ	1539																	
07:08:19		07:09:22															08:48:12	103
COR	428																	
07:06:31		07:08:33															08:03:46	67
COR	428																	
07:11:45	07:11:45	07:26:33																
BAF	STAF1																	
09:59:18																	07:02:32	6
BAF	M13																	
08:58:18	08:58:18	07:05:28															07:07:07	11
	ODOT																	
07:18:42																	03:36:11	77
BAF	CH11																	
08:58:18																	09:36:11	100
BAF	M11																	
08:58:18																	08:03:11	100
BAF	R11																	
09:59:18	09:59:18	07:07:20							08:35:17								03:35:41	99
BAF	M13																	
07:18:23							07:18:31	07:23:65	07:43:55								07:45:27	27

NAME BOWER, ROGER S TYPE Other Code

ADDRESS 175 E MAIN ST, CORTLAND, OH 44410 PHONE 1

DATE OF BIRTH 10-23-1965 SSN 281-74-7738 Sex M HEIGHT 509 HAIR BROWN PHONE 2

DL STATE OH DL # RR301612 Race WEIGH 201 EYES BROWN CONTACT METHOD

PERSON NOTES

PERSON LOCATION NOTES

YEAR 2010 MAKE JEEP - JEEP MODEL COLOR RED - RED

STATE OH PLATE # FEAS051 PLATE TYPE PC EXPIRE DATE VEHICLE TYPE

VIN 1J4NT1GB9A0976610 WPOUND #

DISPOSITION REGISTRATION TYPE

VEHICLE NOTES

YEAR 1999 MAKE MISSI MODEL COLOR

STATE OK PLATE # 7838FV PLATE TYPE TG EXPIRE DATE VEHICLE TYPE TRL

VIN 1M9PT9A25XH355927 WPOUND #

DISPOSITION REGISTRATION TYPE

VEHICLE NOTES

Received Time Jan. 31. 2015 8:39AM No. 7301

NIBRS,30901

VICTIM

OFFENSE

INCIDENT DATE/TIME

01-31-2015 06:59

1/31/2015 8:52 AM From: A Happy FaxTalk User Fax Number: 330-876-2688 Page 3 of 3

UPPLEMENTAL CALL NOTES Trumbull County 911 3 of 3

Printed: 01-31-2015 08:50:29

Call Number #BAZ1500470

NOTE	01-31-2015 07:18:17	M DAVID	DISP7	11-110 ADV THEY ARE PUTTING WATER CURTAIN DOWN UNDER THE PROPANE TRUCK AS A PRECAUTION // REQ 1 MEMBER OF HAZMAT TEAM TO RESPOND
QUERY	01-31-2015 07:18:59	G BAKER	DISP6	REGISTRATION BY PLATE (FEA3051, OH, PC, 2015)
NOTE	01-31-2015 07:19:25	M DAVID	DISP7	77-102 WILL BE ENR
QUERY	01-31-2015 07:23:33	G BAKER	DISP6	REGISTRATION BY PLATE (7638FV, OK, PC, 2015)
NOTE	01-31-2015 07:40:32	M DAVID	DISP7	77-102 ON SCENE
NOTE	01-31-2015 08:28:27	G BAKER	DISP6	1311 ADV TO ADV 600 UNIT THATS AT MILLENNIUM TO LET THE GAS TRUCK THRU

Received Time Jan. 31. 2015 8:39AM No. 7301

NIBRS,30901

Vienna, Ohio 44478

Phone 330-675-6602 Fax 330-675-2667

Date: 1-31-2015 Incident: 15-0088 Location: 2482 STATE ROUTE 5  
Fire Dept: BAZ# Phone: 2 Fax: 330-638-4136

+++++

TRUCKING COMPANY INVOLVED

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Company Contact: \_\_\_\_\_ Authoring Person: \_\_\_\_\_

+++++

SEE OSP Report

DRIVER INFORMATION

VIN# 1M9PT9A25XH355927

Driver: \_\_\_\_\_ License # \_\_\_\_\_ State: \_\_\_\_\_  
Tractor # \_\_\_\_\_ State: \_\_\_\_\_ Trailer # 7638FV State: OK

+++++

MATERIALS

Material Involved: Liquefied Petroleum Gas  
UN #: 1075 Shipping Company: \_\_\_\_\_  
Shipped from: \_\_\_\_\_ Shipped to: \_\_\_\_\_

+++++

FIRE DEPARTMENT PERSONNEL / EQUIPMENT SUB TOTAL \$ 540.00  
Other materials used in clean-up \_\_\_\_\_

.....

BILLING APPROVAL

FIRE CHIEF: [Signature] DATE: 2-10-2015  
HAZMAT OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

ABOVE INFORMATION IS MANDATORY FOR BILLING PURPOSES

FIRE DEPARTMENT / HAZMAT / LAW ENFORCEMENT



FIRE Dept

230 CLEVELAND  
23371 AURORA ROAD, SUITE D  
BEDFORD HEIGHTS, OH 44146

1750 07:23  
440-374-5211

BATCH: 2180247 CONTROL: 24.1 S0581390408

SO  
L  
I  
D  
O

CUST# 307106 330-637-5463  
BAZETTA TWP ROAD DEPT  
3372 STATE ROUTE 5  
CORTLAND, OH 44410

S  
H  
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P  
T  
O

LOC# 290189 330-637-5463  
BAZETTA TWP ROAD DEPT  
3372 STATE ROUTE 5  
CORTLAND, OH 44410

INVOICE NO.
S058139040
INVOICE DATE
26-MAR-15

ROUTE: 447E SEQ: 24.1 PAGE: 1

PLEASE DELIVER TO\*\*\*\*\*  
HOVIS TIRE 2958 STATE ROUTE 5  
CORTLAND, OH 44410 \*\*\*\*\*

WHOLESALE CUSTOMER		TERMS: NET 10th PROX		TERM CODE							
JUST. ORDER NO. SQUAD		SALESMAN NO.: 225060 NAME: RICH, MICHAEL FRANCIS		OUR ORDER NO. VIA ATD Route							
QTY. ORD.	QTY. SHIP.	PRODUCT CODE	SIZE	DESCRIPTION	BILLING PRICE	EXCISE TAX	AMOUNT				
6	6	100093775		LT225/75R16/10 115/112R BFG COMMERCIAL T/A AS2 [*93775*] (CONTRACT# 1100926 FET# STATE AGENCY)	138.33	0.00	829.98				
PICK TICKETS: 70599064-JCLINE Remit To: American Tire Distributors PO Box 889 Huntersville, NC 28070 ** All returned checks will result in a \$20.00 service charge. ** REMINDER, LAW REQUIRES DOT REGISTRATION OF ALL TIRES.											
MERCHANDISE AMOUNT	+	EXCISE TAX	+	DISPOSAL FEE XXXXXXXXXXXXXX	+	SALES TAX	+	LABOR	=	PAY THIS AMOUNT	829.98
829.98		0.00		0.00		0.00					
Return product subject to 10% restocking fee. Drivers are not authorized to pick up returned products without a valid returned authorization form. Discontinued products are not eligible for return.				Invoices due NET on the 10th of the month. A Service Charge of 1 1/2% (18% annually) or the maximum allowable rate under the law will be charged on all past due accounts.				RETURNS%: 0.0 Paid By: <u>Cash</u> <u>Check</u> ROA Amount			
CONTROL NUMBER	10750833	CUSTOMER COPY	CUSTOMER SIGNATURE		PRINT NAME		TIME OF DELIVERY				





PLEASE DIRECT INQUIRIES TO YOUR LOCAL DISTRIBUTION CENTER

**STATEMENT**

ACCOUNT NUMBER	STATEMENT DATE
307106	03/25/2015
LOCATION NUMBER	DUE DATE
290189	04/10/2015
INTEREST ACCRUES AFTER THIS DATE	

Page 1 of 1

23675 0326 001123 001269 001 OF 001 0  
 BAZETTA TWP ROAD DEPT  
 3372 STATE ROUTE 5  
 CORTLAND OH 44410

INVOICE		TRANS ABBR	DUE DATE	AMOUNT	INVOICE BALANCE	AGE CODE
NUMBER	DATE					
S057915806	03/20/15	CHG	04/10/15	620.64	620.64	1
S058031831	03/24/15	CHG	04/10/15	597.40	597.40	1
S058053208	03/24/15	CM	04/10/15	-620.64	-620.64	1

Page 1 of 1

ACCOUNT NO.
307106
LOCATION NUMBER
290189
STATEMENT DATE
03/25/2015

INVOICE NUMBER	AMOUNT	AGE CODE
S057915806	620.64	1
S058031831	597.40	1
S058053208	-620.64	1
<b>PAY THIS AMOUNT</b>	<b>597.40</b>	

23675 0326 001123 001269 001 OF 001 0  
 BAZETTA TWP ROAD DEPT  
 3372 STATE ROUTE 5  
 CORTLAND OH 44410

1. CURRENT	2. 1-30 DAYS	3. 31-60 DAYS	4. 61-90 DAYS	5. 90 DAYS AND OVER
597.40	0.00	0.00	0.00	0.00
A SERVICE CHARGE OF 1 1/2% (18% ANNUALLY) WILL BE CHARGED ON STATEMENT BALANCE DUE NOT PAID BY DUE DATE, OR THE MAXIMUM ALLOWABLE RATE UNDER THE LAW.			6. FUTURE DUE	TOTAL BALANCE
			0.00	597.40

CHARGES AFTER THE STATEMENT DATE WILL APPEAR NEXT MONTH.

**CUSTOMER COPY**

**REMITTANCE STUB**

TO ENSURE PROPER CREDIT, PLEASE RETURN THIS STUB WITH YOUR CHECK  
 TO: American Tire Distributors  
 Payment Processing Center  
 P. O. Box 889  
 Huntersville, NC 28070-0889





## March 2015 Bazetta Police Department Activity

**Published Date: April 3, 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>491</b>
<b>Incident Reports Filed</b>	<b>117</b>
<b>Traffic Crash Investigations</b>	<b>9</b>
<b>Number of Persons Arrested</b>	<b>54</b>
<b>Traffic Offenses</b>	<b>81</b>
<b>Traffic Citations Issued</b>	<b>73</b>
<b>Vehicle Miles Traveled</b>	<b>10,909.10</b>
<b>Office Contacts</b>	<b>194</b>

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



## Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

### 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

### 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423	440	491										1354
Incidents Filed	100	97	117										314
Traffic Crash Investigations	18	14	9										41
Number of Persons Arrested	42	38	54										134
Traffic Offenses	58	27	81										166
Miles Travel	11,116.1	9,326.80	10,909.1										31,352

\*Some Statistics may have been updated

\*\* Numbers published as of April 3, 2015 subject to change

\*\*Numbers updated on April 3, 2015

\*\*COS Stats provided by the 911 center may not reflect actual #'s

# Bazetta Township Police Department

## Year to Date Analysis January to March 2014 Comparison to January to March 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to March 2014	January to March 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	1426	1354	-5.05%
Incidents Filed	316	314	-.633%
Traffic Crash Investigations	42	41	-2.381%
Number of Persons Arrested	120	134	11.66%
Traffic Offenses	214	166	-22.43%
Miles Traveled	38,482.4	31,352	-18.523%

Numbers published as of April 2015 – subject to change Numbers updated on 4/3/2015

Police Agenda



Thu 4/2/2015 9:26 AM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org

Rita,

The agenda for the police department from Monday April 6, 2015 meeting is as follows:

1. To accept the resignation of part-time patrolman Justin R. O'Rourke effective immediately (attached).
2. To sell from the impound lot a 2002 Yamaha ATV Vin#JY4AM02Y82C003966
3. To pass a resolution for two (2) bills for HAZ-Mat reimbursements (Resolutions and Bills Attached).

Please and thank you in advance!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

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

Justin O'Rourke  
Patrolmen - #1331  
Bazetta Township Police Department  
2671 Meeleary Jacoby Road  
Cortland, Ohio 44410

Dear Chief Hovis & Bazetta Trustees,

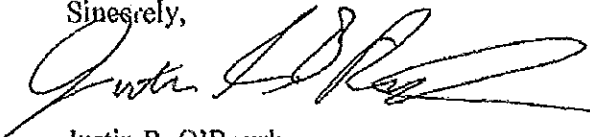
04-1-2015

This letter is to inform you that I will be resigning my commission with the Bazetta Township Police Department effective immediately.

Thank you for the opportunities for professional and personal development that you have provided me during my time with the department. I have enjoyed working for the agency and appreciate the support provided to me during my employment.

If I can be of any help during this transition, please let me know. Also, let me know when you would like for me to turn in my equipment that was issued and I will make myself available.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin R. O'Rourke", written over a horizontal line.

Justin R. O'Rourke

**BAZETTA TOWNSHIP POLICE DEPARTMENT**

2671 McCleary-Jacoby Rd. Cortland, Ohio 44410, 330- 638-5503, Fax 330- 638-9927

Michael J. Hovis- Chief of Police

Sgt. Christopher G. Herlinger



April 1, 2015

To Whom it may concern,

The Bazetta Township Police Department provided an emergency response for a HAZMAT Incident that occurred on July 28, 2014 at 2015 Walmart Drive, Cortland, Ohio 44410. The determined cost incurred by Bazetta Township is determined to be \$335.00 of which the Township is requesting reimbursement.

Professionally,

Michael J. Hovis, Chief of Police  
Bazetta Township Police Department  
2671 McCleary Jacoby Road  
Cortland, Ohio 44410  
Ph: 330-638-5503  
Fax: 330-638-9927  
Email: mhovis@bazettatwp.org  
Website: bazettatwp.org

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on April 6, 2015, at 7:00 p.m., at Bazetta Township Administration Building, with the following members present:

Trustee Webb Trustee Parke Trustee Hovis;

and

WHEREAS, on July 28, 2014, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 2015 Walmart Drive; and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).



NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee Parke moved for adoption of the Resolution, and the motion was seconded by Trustee Houis. The roll was called in the question of adoption in the following result:

Member: Houis, Parke & Loeb Vote:  Yea  Nay  Absent

Adopted: April 16, 2015

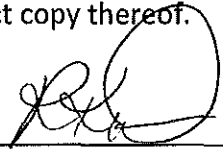
[Signature]  
Trustee  
[Signature]  
Trustee  
[Signature]  
Trustee

STATE OF OHIO }  
                                  }  
COUNTY OF TRUMBULL }

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Drew, Fiscal Officer of the Bazetta  
Township Board of Trustees, in whose custody and control the files and records of such Board  
are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that the same is a true and  
correct copy thereof.

  
\_\_\_\_\_

Date: 04-06-15

Fiscal Officer

Bazetta Police Department

Police Department	Hours	Rate	Total
2-Cruisers with Officers -Menard's-7/28/2014	5	\$67.00	\$335.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Department Members Total</b>			<b>\$335.00</b>

Unit	Hours	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Vehicle and Equipment Total</b>			<b>\$0.00</b>

<b>Grand Total</b>	<b>\$335.00</b>
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**BAZETTA TOWNSHIP POLICE DEPARTMENT**

2671 McCleary-Jacoby Rd. Cortland, Ohio 44410, 330- 638-5503, Fax 330- 638-9927

Michael J. Hovis- Chief of Police

Sgt. Christopher G. Herlinger



April 1, 2015

To Whom it may concern,

The Bazetta Township Police Department provided an emergency response for a HAZMAT Incident that occurred on January 31, 2014 at State Route 5 (Elm Road) Cortland, Ohio 44410. The determined cost incurred by Bazetta Township is determined to be \$201.00 of which the Township is requesting reimbursement.

Professionally,

Michael J. Hovis, Chief of Police  
Bazetta Township Police Department  
2671 McCleary Jacoby Road  
Cortland, Ohio 44410  
Ph: 330-638-5503  
Fax: 330-638-9927  
Email: mhovis@bazettatwp.org  
Website: bazettatwp.org

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on April 6, 2015, at 7:00 p.m., at Bazetta Township Administration Building, with the following members present:

Trustee Webb, Trustee Parke, Trustee Hovis;

and

WHEREAS, on January 31, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at State Route 5 (Elm Road); and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee Parke moved for adoption of the Resolution, and the motion was seconded by Trustee Harris. The roll was called in the question of adoption in the following result:

Member: Parke, Harris & Webb      Vote:  Yea  Nay  Absent

Adopted: April 6, 2015

Shelby Webb  
Trustee

Don W Harris  
Trustee

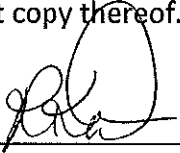
Frank W. Parke  
Trustee

STATE OF OHIO      }  
                                      }  
COUNTY OF TRUMBULL }

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Drew, Fiscal Officer of the Bazetta  
Township Board of Trustees, in whose custody and control the files and records of such Board  
are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that the same is a true and  
correct copy thereof.

  
\_\_\_\_\_

Date: 04-06-15

Fiscal Officer

**Bazetta Police Department**

Police Department	Hours	Rate	Total
2-Cruisers with Officers- SR 5 Accident-1/31/2015	3	\$67.00	\$201.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Department Members Total</b>			<b>\$201.00</b>

Unit	Hours	Rate	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
<b>Vehicle and Equipment Total</b>			<b>\$0.00</b>

<b>Grand Total</b>			<b>\$201.00</b>
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BAZETTA TOWNSHIP PARK BOARD MEETING

January 6, 2015 7pm

In attendance: Frankie Parke, Rob Giering, Ted Webb, Arnie Roman, Steve Belcher, Karin Hudson

Meeting was called to order at 7:05pm

- Steve made a motion for this year's annual park fundraiser proceeds to go to Cortland Cares as their funding is low. This money would help feed many families in the Lakeview School District
  - He feels that this year the board would not be required to clean up with the extra help of church members and Cortland Cares Volunteers who come to show their support for the event.
  - He wants to have two bands, he has the venue for April 18 already in place
  - He will attend a Cortland Park Board meeting to see if they would like partner with us for a successful event
- Rob provided the motion and the board unanimously voted to allow the funds to go to Cortland Cares this year
- Carol Brayden left money in her estate to be used to buy trees and benches in the park; details to follow
- It was brought to the boards' attention that positions need to be filled on the board and the trustees need to be made aware of whom those people will be. This will take place once all members are present
- Rob mentioned his daughter would like to be on the park board. She recently bought a home in Bazetta Twp and is interested in participating. He will provide a letter of intent at the next meeting

Next meeting Jan 22, 2015 at 7pm

Meeting adjourned at 8:25pm

Respectfully Submitted by Karin Hudson

BAZETTA TOWNSHIP PARK BOARD MEETING

January 22, 2015 at 7pm

CANCELLED

## BAZETTA TOWNSHIP PARK BOARD MEETING

March 19, 2015 6pm

In attendance: Eleanor Governor, Ron Jones , Arnie Roman, Rob Giering, Ted Webb, Karin Hudson.  
(Steve Belcher called in at the start of the meeting and was heard via speaker phone and then showed up a bit later due to a back injury that day.)

Meeting was called to order at 6pm

- Ted informed the board that the Trustees state we must meet the third Thursday of each month at 7pm
- A vote was taken to bring Meghan Giering onto the Park Board. Arnie provided the first motion and the board voted unanimously to accept Ms. Giering's letter of intent that was presented by Rob.
- Carol Brayden's estate is ready to buy the trees and park bench for the park. Her daughter, Darla, has specified that three trees and one park bench will be paid for by Carol's estate. It was mentioned that maybe instead of a park bench a picnic table can be bought. Ted had price quotes and a brochure on these items and they are concrete, this is heavy enough so no one walks off with them and they require very little maintenance. The thought is to plant one of the trees by the park bench and surround it with mulch. One bench would be \$100 however Arnie believes he can get it a bit cheaper so he will make a few calls and then get back to the board. Steve does not like the idea of a concrete bench; He feels it isn't very inviting.
- Steve brought up the annual fundraiser and some issues he is encountering with The Cortland Cares Director and some members of the community. There is concern we would not have the support needed to have a successful event.
  - Many of the ministries that Steve has approached are not giving their support.
  - Few donations have come in and with only 28 days until the event, most members of the board felt it was not something to move forward with this year.
  - Some Bazetta Residence have shared with board members that they don't understand why Bazetta Park Board is doing an event for Cortland. This brought many concerns about community support into the discussion.
  - Ticket Sales are a big concern; if no community support then who will buy tickets and attend the event.
  - Steve left the conversation due to back pain
  - The majority of the board feels it is too late for a fundraiser this year and talk lead to using time and efforts into park updates instead of holding a fundraiser.
- A motion was made to cancel the fundraiser for this year; Ron provided the first motion and the board voted unanimously to cancel this year's annual fundraiser regardless of where the proceeds were to go.
- Rob mentioned that the park entrance needs some cosmetic work.

- There is a dead tree at the entrance and we need new mulch.
  - Karin would like the flag replaced as it is tore up from the bad winter.
  - Arnie feels a good portion of the park needs work
  - Eleanor questioned where the money from shelter rentals goes. This brought the topic of the General Funds and how much money is there and how we can use it to do updates to the park. Most of these updates are cosmetic but necessary.
- March 28, 2015 will be the Easter Egg Hunt at the Park. There will not be as much advertisement to avoid non-Cortland residents from attending. The school sent home a flyer and the hope is this will tame the large amount of people like years past. Board members are not required to attend but are certainly welcome to greet families.
- Steve arrived to the meeting and the topic of the fundraiser came back to the table.
    - He requested that the board resend their vote about canceling the fundraiser
    - He feels very strongly that there is plenty of time to organize the event
    - There seems to be some concerns as to the running of Cortland Cares and when the Pantry changed hands some volunteers left and policy seemed to be different.
    - He states the worry over the lack of money that Cortland Cares has is a real concern and he thinks this fundraiser could be a real benefit to the community.
    - He expressed to the board why he was asking us to overturn our recent vote about canceling the fundraiser and moving forward with it knowing we would have little support from the community and would have to do more of the work ourselves. He is certain he can pull it off. Arnie and Eleanor stated they have some medical issues right now, Rob is uncertain if he will still be living in Ohio and Karin will be out of town the weekend of the event. Leaving Steve and Ron the day of the fundraiser.
    - He then requested two weeks to see how much work he could accomplish before we vote again
    - He only asked for Karin to approach Covelli Enterprises about a donation during those two weeks.
    - Again, he requested the board to overturn their motion. Sharing he has the venue, food, band and tickets will be printed Wednesday.
    - Ted shared that he did not have concerns about Steve being able to pull off the required amount of work in 28 days, however the concern about the community not supporting the event is a major worry.
    - Voting on over turning the motion was tabled until the next meeting, March 26 at 6pm, at that time Steve will have tried to accomplish a great deal of leg work for the event.

Next meeting will be held March 26, 2015 at 6pm

Meeting adjourned at 7:50pm.

Respectfully Submitted by Karin Hudson

BAZETTA TOWNSHIP PARK BOARD MEETING

March 26, 2015 6pm

In Attendance: Ted Webb, Arnie Roman, Karin Hudson

Meeting was called to order at 6pm

- Purpose of the meeting was for Steve to share with the board what he has accomplished for the April 18 fundraiser since last week.
- Arnie presented a booklet with a different type of material for park benches instead of the cement bench from Carol Brayden's estate, they thought was it would be more comfortable. Ted would like to keep continuity in the park with the park benches. He has not yet spoken to Carol's daughter about specifics with the bench. This was tabled until there was a forum present and the board can vote on which bench they would like to see in the park and then Carol's Estate will be informed.
- Discussion was had about the Bazetta Park Fundraiser proceeds benefiting the park and not a local charity. Many community members are approaching board members asking why Bazetta Park is sponsoring Cortland Cares. The division of the community seems to be a major concern for this event.
- With not enough members in attendance to vote, last week's vote stands and there will be no April fundraiser this year to sponsor Cortland Cares or the Bazetta Park.

Next meeting will be held on April 16, 2015 at 7pm

Meeting adjourned at 6:40pm

Respectfully Submitted by Karin Hudson

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: May 18, 2015 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

**154-15** To accept the minutes from the April 20 Regular and April 29 Emergency Meetings.

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

**155-15** 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

**156-15** To approve the attached *Bazetta Township Social Media Policy*.

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

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

- Letter from Time Warner Cable stating that they are no longer merging with Comcast

**Administration:**

- Trustee Parke stated that a tree had been pulled and mulch put down in the park
- Trustee Webb said no one would be attending the Trumbull Township Association Dinner

**Fire Department:**

- See Attached Agenda & Report

**157-15** To table the resolution to approve an expenditure not to exceed \$2,000.00 to National Hose Test Specialists for testing more than 6,000 ft. of fire hose, to be paid from the Fire Fund.

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

**158-15** To approve an expenditure not to exceed \$1,000.00 to Groves Excavating to drop trees and remove stumps at 2996 Warren Meadville Road, 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 & List of Accomplishments
- Chief Hovis said Safety Day will be Saturday, June 13 from 11am-2pm at the Mosquito Lake Marina
- Trustee Webb asked where the money came from for the cruisers
  - Chief Hovis said it came from drug seizures and the impound lot

**159-15** To approve an expenditure not to exceed \$1,685.00 and \$40.00 per month to Ricoh for the attached maintenance agreement, to be paid from the Police Equipment Fund.

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

**160-15** To authorize Chief Hovis to trade in the attached list of equipment to Standard Law, with the proceeds to go towards the purchase of two (2) bullet proof vests.

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

**161-15** To accept a grant from the U.S. Army Corps of Engineers for Law Enforcement Patrols at Mosquito Lake, beginning May 15, 2015, at an amount not to exceed \$7,000.00.

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

**Road Department:**

- Superintendent Parke reported the following
  - Tire grant reimbursement of \$952.20 will be coming from Geauga Trumbull Waste Management
  - Most graves have been leveled and seeded for Memorial Day
  - Millenium Road project has gone out for bids (69% Grant - 31% General Fund)
  - McCleary Jacoby Road project has not gone out yet (66% Grant - 34% General Fund)

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

- Inspector Mills reported as follows
  - 9 properties are currently being mowed, down from 15 last year
  - Started proceedings on a few more
  - Working on other nuisance properties, especially junk vehicles
  - Stopped an ongoing yard sale
  - Apologized to Trustees about demolition, thought it was going to be done today not last week
  - Going to be attending a couple of seminars
  - New businesses looking to come into the township
- Trustee Parke asked about Menard's
  - Inspector Mills replied as follows
    - Getting conflicting stories
    - Had to do some construction revisions inside the building
    - Thinks they will probably open around July 4th, but not sure
    - Recommended people contact the corporate number

- Working on getting the name of the private drive changed
- Thanked the Police Department for constantly checking on the property

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb said the next Quarterly Meeting would be July 1 at 7pm at the Administration Building
- Inspector Mills stated that they were going to begin working on a few things
  - Language for mobile home tie downs
  - Changing zoning on some commercial properties to residential
  - Changing some residential to manufactured homes

**Parks & Recreation Board:**

- Trustee Webb reported the following
  - A pine tree was taken down
  - A resident donated money for the mulch and trees that were recently done

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

- Trustee Webb stated the following with regard to the defeat of the township's General Fund Levy
  - Trustees and Department Heads are going to implement an aggressive educational campaign about what General Fund money is used for
    - Road Paving
      - Road & Bridge Fund pays for repairs, but General Fund pays for paving
      - Paving grants require a local match
      - Without General Fund monies, no road paving can be done
    - Township Park
      - May have to cut back on maintenance and improvements
    - Cemetery
      - May have to cut back on maintenance and mowing
    - Zoning
      - May have to cut back on enforcement of all programs
    - Administration
      - Trustee and Fiscal Officer salaries are set by the State of Ohio
      - If there is no administration, there will be no one to sign checks, i.e. pay bills and pay employees
      - If there is a fiscal emergency, residents of Bazetta could become part of Champion or Cortland
  - Department Heads are working compiling list of cost savings in the past 5 years
  - Everyone needs to get behind this and understand how important the General Fund is
- Jane Lewis of Durst Clagg Road
  - Trustees did not do anything to sell the levy that last two times
    - Residents don't know if Trustees don't tell them
    - Need to educate people if things are to get done

- Superintendent Parke opened her eyes about road paving and repairs
  - New resolution regarding tree removal is late since trees have already been removed
    - Trustee Webb said the previous demolition resolution was just for the house and this resolution was just for the trees
  - Was the Social Media Policy drawn up by an attorney?
    - Trustee Webb said it was and fees were paid from the General Fund
  - Why are resolutions not discussed in the meeting before they are passed?
    - Trustee Webb stated that Trustees meet in caucus at 5pm before each meeting to sign checks and discuss issues with Department Heads
    - Trustee Webb further stated that the public are welcome to sit in on this
  - Why isn't the caucus advertised?
    - Trustee Hovis said the Trustees have no control over what the Tribune prints
    - Fiscal Officer Drew said does it appear in the Cortland News and on the website
- Jim Wrightsman asked what levies are coming up
  - Fiscal Officer Drew replies as follows
    - Police 1.8 mill Renewal
    - Police Equipment 0.6 mill Renewal
    - Fire 0.8 mill Renewal
    - Road & Bridge 0.6 mill Renewal
    - General 1.5 mill Additional
    - Township has 3 opportunities to pass each of the renewal levies (November 2015, May 2016, and November 2016)
    - It is up to the Trustees to decide which levies will go on which ballots as it would be unwise to run them all together
- Doug Hofmeister of Warren Meadville Road, neighbor of the new fire station property
  - Ashamed that no Trustees showed up to let them know when demolition was happening
  - Glass scattered through the playground at the day care at his home
  - Fence was damaged
    - Trustee Parke said the demolition company will fix the fence
  - Concern that there has been no communication between Trustees and residents
  - Concern that the garage was demolished when they were told it would not be
    - Inspector Mills said the plan was to keep the garage
    - Trustee Parke said the garage was insufficient for storing fire equipment
  - Concern that a fence may be going up
  - Concern that Inspector Mills apologized to the Trustees, but not to the homeowners
    - Inspector Mills again took responsibility for not knowing the project date
  - Asked if there were time limits on when the contractors can work
    - Trustee Parke said there were not
  - Asked who was the lead on the project
    - Trustee Webb said it was all the Trustees, but that Baker Bednar & Snyder and Lynn Kittinger & Noble were involved in the project
  - Asked about cleaning up the glass since raking will only push the shards deeper
  - Asked why there was no hose present for asbestos and debris
    - Trustee Parke said the building was tested for asbestos
    - Inspector Mills said the results came back 0%
    - Trustee Parke said a study was done before the building could be demolished
  - Asked where the access road was going
    - Chief Lewis and Inspector Mills believed it would be roughly 60 ft. from the building and 84 ft. from the property line



- Asked if it was true that water and sewer lines were going in solely for this building, i.e. that residents could not tie in
  - Trustee Webb stated the following
    - City of Warren provides the water
    - Trumbull County provides the sewer
    - A conditional easement only for the fire station property was given to the township by both parties
    - It was the only way the project could move forward
  - Superintendent Parke said that it would be a whole different project with different types of pipe if residents were able to tie in
  - Trustee Parke said the Trustees have had several meetings about this and it was the only way to make this happen
- Asked what he is getting out of this new fire station - township officials said there would be some insurance savings, but his insurance company said there would not
- Concern that he will be hearing sirens, losing house value, will not get water or sewer, having glass in his yard, receiving more poor communication, and dealing with high grass
- Asked who gets to take stuff that was still on the property when the demolition happened
  - Trustee Hovis and Parke said the following
    - Trees were authorized to be removed
    - No other property was authorized
    - It is up to Groves Excavating to remove all debris
  - Trustee Parke told Mr. Hofmeister that he could go in and cut up the wood
- Asked if the construction would be done by union workers
  - Trustee Webb said prevailing wage is a requirement of all bids
- Questioned why there was discussion about agenda items before they are passed
- Concern that residents can't have input until after a resolution is passed
  - Fiscal Officer Drew explained the following
    - Agendas are posted on the township website on the Friday afternoon before each Monday meeting
    - Contact information for herself and all Trustees is on the website and on the door to the Administration Building
    - Residents can contact Trustees or herself at any time prior to the meeting to discuss issue on the agenda
  - Trustee Parke stated the reason the Trustees were put into office is to make these decisions
  - Trustee Webb replied that residents can have input at these meetings, but Trustees don't have to allow it
  - Zoning Inspector Mills reiterated what Fiscal Officer Drew stated, e.g. that residents have a chance to give input from the time the agenda is published until the meeting begins
  - Trustee Webb said he would contact Baker Bednar & Snyder, as well as Lynn Kittinger & Noble, with Mr. Hofmeister's contact information
- Michelle Zelterquist of Morrow Drive discussed the procedures that must be followed to get water and sewer
  - Can't be obtained without a petition from the residents
  - Won't get them without following the procedures established by Trumbull County
  - Zoning Inspector Mills said the problem with extending the current line is that the State of Ohio owns the other side of the road, so residents would have to pay double because the State would pay \$0

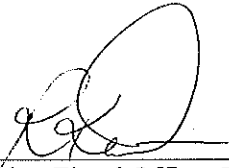
- Doug Hofmeister of Warren Meadville Road asked what is happening with the missing rail line
  - Trustee Hovis said the railroad did that on purpose so no one would use it since it is no longer in service
  
- Jim Wrightsman commented on a letter he had received from the township
  - Working on getting the cars off the property
  - Waiting for the estate of settle
  - Waiting on a completion letter from Probate Court
  - Once he receives that, the cars will be removed

**162-15** To adjourn the meeting at 8:18pm.

**Motion:** Trustee Hovis

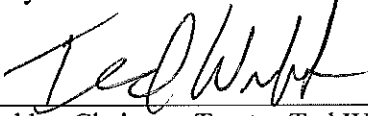
**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 5-28-15



Approved by: Chairman Trustee Ted Webb

Dated: 6-1-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	150.23	VW 1	The Huntington National Bank	Service Charges
24979	132.68	VW24979	Advance Auto Parts	Supplies
24980	98.60	VW24980	Agnew Lawn & Garden	Supplies
24981	121.68	VW24981	Arrowhead Services, Inc.	Supplies
24982	110.00	VW24982	Accord Occupational Health Services	Service
24983	22.77	VW24983	Bortnick Tractor Sales, Inc.	Supplies
24984	145.11	VW24984	Buckeye Welder Sales	Supplies
24985	500.00	VW24985	Bud's Towing & Recovery, LLC	Towing
24986	156.91	VW24986	Beth Barnes	Infant Swing Seat for the
24987	609.00	VW24987	BE Solutions	Mo Admin Fees
24988	951.36	VW24988	BE Solutions	Claims Runs
24989	117.82	VW24989	NAPA Auto Parts	Supplies
24990	9939.23	VW24990	D&T P.M. & Truck Repairs LLC	Repairs/Service
24991	303.03	VW24991	Dominion East Ohio	Service
24992	325.79	VW24992	Network Billing System, LLC	Service
24993	952.20	VW24993	Horodyski Bros & Co	Service
24994	213.27	VW24994	Handyman Supply Inc.	Supplies
24995	50.00	VW24995	Karen Sandrella	Return of Shelter Reservat
24996	111.55	VW24996	Koorsen Fire & Security	Service
24997	152.65	VW24997	Michael Mannella	April Opt-Out
24998	46.75	VW24998	Mark Thomas Ford	Supplies
24999	70.00	VW24999	On Demand Drug Testing & Work Solutions	Service
25000	1113.00	VW25000	Ohio Billing, Inc.	EMS Contracts
25001	227.62	VW25001	Orwell Natural Gas	Service
25002	300.00	VW25002	Northstar Towing, Inc.	Towing
25003	280.00	VW25003	Psycare, Inc.	Service
25004	182.00	VW25004	Proforma	Supplies
25005	177.98	VW25005	Purchase Power	Postage
25006	163.40	VW25006	Parr Public Safety Equipment	Supplies
25007	824.84	VW25007	Southeastern Emergency Equipment	Supplies
25008	400.00	VW25008	Schultz Towing, Inc.	Towing
25009	205.00	VW25009	Stanwade Metal Products, Inc.	Supplies
25010	160.37	VW25010	Sunburst Environmental Service, Inc.	Service
25011	1329.40	VW25011	Trumbull County Engineer	Supplies
25012	230.11	VW25012	Tartan Client Trust Account	Claim
25013	50.00	VW25013	Treasurer, State of Ohio	Service
25014	100.00	VW25014	Trumbull County FIU	Annual Membership Donation
25015	450.90	VW25015	Time Warner Cable-Northeast	Service
25016	222.16	VW25016	Trumbull County Water & Sewer Acct Dept	Service
25017	6417.76	VW25017	Trumbull County 911	911 Service
25018	399.47	VW25018	Verizon Wireless	Service
25019	544.38	VW25019	Walmart Business/SYNCB	Supplies
25020	136.54	VW25020	Western Reserve Farm Co-Op	Supplies
25021	4043.33	VW25021	Wex Bank	Gasoline/Diesel
25022	74.81	VW25022	Middlefield MFG	Supplies
25023	18.00	VW25023	Bortnick Tractor Sales, Inc.	Parts
25024	3846.18	VW25024	BE Solutions	Claims
25025	700.00	VW25025	Attorney Mark S. Finamore	Service
25026	1039.50	VW25026	Sunburst Environmental Service, Inc.	Spring Clean Up
=====				
	38917.38		Total Amount of Pending Warrants	

## Bazetta Township Social Media Policy

1. Purpose:

This Policy sets forth Bazetta Township's policies and procedures for the use of social media by township employees and elected officials.

2. Applicability:

This Policy applies to all employees and elected officials, including when said employees and officials are off-duty.

3. Background:

As the technology evolves, this policy will evolve, but in general terms, this policy defines guiding principles for use of social networking technologies by Bazetta Township employees and elected officials. The use of social media technology follows the same standards of professional practice and conduct associated with everything else we, as a township, do. Common sense and sound judgment help avoid the most vexing issues.

4. Definitions.:

"Social media" is an umbrella term that encompasses the various activities that integrate technology, social interaction, and content creation. Social media use many technologies and forms, such as Facebook, Twitter, Instagram, Snap Chat, YouTube, Pinterest, LinkedIn, Four Square blogs, wikis, photo and video sharing, podcasts, social networking, mash-ups, and virtual worlds. "Social media" as used herein applies to, **but is not limited to:** Facebook, Twitter, Instagram, Snap Chat, YouTube, Pinterest, FourSquare, LinkedIn, and other social media and networking sites and activities.

5. Guiding Principles:

- a. You must be of legal age to post any content on any social media site.
- b. Know and follow all Bazetta Township conduct guidelines, including, but not limited to, **the following prohibited actions:**
  - Engaging in vulgar or abusive language, personal attacks of any kind, or offensive terms targeting individuals or groups.
  - Endorsement of commercial products, services, or entities.
  - Endorsement of political parties, candidates, or groups.
  - Violation of local, state, federal or international laws.
  - Transmission of unlawful, disruptive, profane, threatening, abusive, harassing embarrassing, tortious, defamatory, obscene, libelous racist, or other objectionable material as solely determined by the Bazetta Township.
  - Anything that invades another's privacy.

- c. Published content is persistent in the public domain. **Assume your communications are in the public domain, available for publishing or discussion in all forms of media, including inclusion in a public records request response.**
- d. If you discuss Bazetta Township, your employment with the township or other township-related matters, be sure that the information you are transmitting is true and does not violate section a., above. If you do **not** have expertise in the matter or information you are posting about, make sure to clearly state that fact, and that the information posted is merely your opinion. ***When in doubt, don't post.***
- e. If you publish content to any website outside of Bazetta Township's official online presence (this may include Bazetta Township's websites as well as the township's official presence on third party sites) and it has something to do with subjects associated with Bazetta Township, consider a disclaimer such as this: "The postings are my own and do not represent Bazetta Township's positions, strategies or opinions."

**You are prohibited from the use of or reference to your formal position with the township when writing in a non-official capacity.**

- f. Those with leadership responsibilities, by virtue of their position, must consider whether the personal thoughts they publish, even in clearly personal venues, may be misunderstood as expressing Bazetta Township's positions. Always assume that those outside of Bazetta Township employment can and will read what is written.

A blog or social media site is not the place to communicate Bazetta Township policies to other employees.

Assume that all of the thoughts and ideas you post are in the public domain and can be published or discussed in all forms of media.

**You have no expectation of privacy.**

- g. Respect copyright, fair use and financial disclosure laws. Always protect sensitive information, such as personally identifiable information. Do not publish or report on conversations that are meant to be pre-decisional or internal to the township unless given written permission to do so by your supervisor, department head or the board of trustees.
- h. Be aware of your Bazetta Township association in online social networks and similar sites, including all social media. If you identify yourself as a Bazetta Township employee or official, or have a public facing position for which your Bazetta Township association is known to the general public, ensure your profile and related content (*even if it is solely personal and not official in nature*) is consistent with how you wish to present yourself as a Bazetta Township professional, appropriate with the public trust associated with your position. Be sure your social media presence conforms to existing standards regarding employee and official policies.

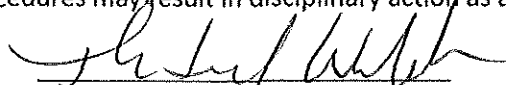
\*BE ADVISED THAT THE ADOPTION OF THIS POLICY REQUIRES THAT ANY AND ALL OBJECTIONABLE, INAPPROPRIATE OR OTHERWISE OFFENSIVE, SUGGESTIVE OR OTHER UNPROFESSIONAL CONTENT, AS DETERMINED BY THE BOARD OF TRUSTEES, SHALL BE REMOVED FROM ANY EMPLOYEE'S AND/OR OFFICIAL'S SOCIAL MEDIA TIMELINES/BLOG POSTS WHEN THAT EMPLOYEE OR OFFICIAL IS KNOWN TO BE A REPRESENTATIVE OF THE TOWNSHIP (I.E. ELECTED, APPOINTED OR OTHERWISE PUBLICLY KNOWN) TO PROTECT THE PUBLIC IMAGE AND REPUTATION OF THE TOWNSHIP.

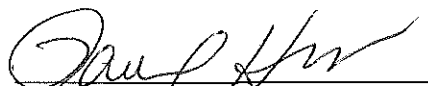
**Again, you have no expectation of privacy.**

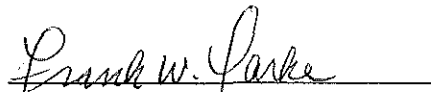
- i. Your use of social media tools should never interfere with your primary duties, with the exception of where it is a primary duty of your position to use these tools to do your job, therefore, there shall be **no personal use** of social media or the Internet **during working hours**, unless your township position requires it.
6. An employee or elected official of the township shall not impersonate any person or entity; transmit any material the employee does not have a legal right to make available under any law, contractual obligation or fiduciary relationship; transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, schemes or any other form of solicitation; transmit any material that contains software viruses, worms, disabling codes, or any other computer code designed to interrupt or destroy any software, hardware or telecommunications equipment; harass another; or collect and/or distribute personal data or share confidential information of any party without their knowledge and consent.
7. The township reserves the right to monitor, prohibit, restrict, block, suspend, terminate, delete or discontinue an employee's or official's access to any social media site while on the township's time, without notice and for any reason as determined by the township.
8. Employee/Official understands and agrees that the township may disclose their communications and activities with the township in response to lawful requests by governmental authorities, including Patriot Act requests, Ohio Public Records Act requests, judicial orders, warrant or subpoenas, or for the protection of the township.  
  
Employee/Official agrees that in the event the township exercises any of its rights hereunder for any reason, the township shall have no liability to employee/official.
9. The township has the irrevocable right to reproduce, distribute, publish and display any employee's or elected official's posting on any social media site for any township purpose.
10. Employee/Official shall indemnify and hold harmless, the township, its other elected officials and employees from and against any and all claims arising from the employee's / official's postings of any content to any social media site which may become a violation of this policy.
11. Employee/Official expressly acknowledges that they assume all responsibility related to the security, privacy and confidentiality risks inherent in sending any type of content over the Internet. When posting any content on an Internet site, the employee should think carefully about their own privacy in disclosing detailed and/or private information about themselves, their family and their employment with the township. Furthermore, the township does not

endorse any product, service, point of view or content the employee may display on any social media site.

12. Employee/Official agrees that any claim or dispute arising from or relating to their posting of any content on a social media site on the Internet shall be construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws provisions and employee agrees to be bound and shall be subject to the exclusive jurisdiction of the local, state or federal courts located in Trumbull County, Ohio.
13. While performing assigned duties, employee may not provide any content to a social media site that contains product or service endorsements, or any content that may be construed to be political lobbying, solicitations or contributions, or use any social media site to link to any sites of political candidates or political parties.
14. This policy may be updated at any time without notice. Each time an employee accesses a social media site, the new policy will govern such usage, effective upon posting of said update in accordance with other township posting procedures. For an employee to be in compliance with this policy, the township suggests that all employees review this policy at regularly scheduled intervals. By continuing to post any content after any new terms are posted to the policy, the employee accepts and agrees to any and all modifications of the policy.
15. Employees and elected officials are prohibited from posting any content that contains personal health information, including images, on any social media site.
16. As an employee or elected official of the township, all employees and officials must adhere to this policy, as well as other policies and procedures established by the township. Failure to adhere to township policies and procedures may result in disciplinary action as applicable.

  
Township Trustee

  
Township Trustee

  
Township Trustee

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Employee signature

\_\_\_\_\_  
Printed name

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 5/18/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: May 18, 2015 Trustee's  
Cc: File, Fiscal Officer

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Attached is the April 2015 Fire Department monthly report.
2. Attached is a request from Captain Mannella for expenditure not to exceed \$2000 to have all the fire department hose tested by an outside company. I have asked the fiscal officer to put this on the agenda for your approval. Captain Mannella has provided two quotes for your review and has made the recommendation that we use National Hose Testing Specialists Inc. If you have any questions please contact me.

Professionally,  
Dennis Lewis  
Fire Chief





## BAZETTA TOWNSHIP FIRE DEPARTMENT

773 Everett Hull Rd  
Cortland, OH 44410-9534  
(330) 637-4136  
fire@bazettatwp.org  
Chief: Dennis Lewis

Chief D. Lewis,

I am writing you this letter and recommending for this year's hose testing to be done differently this year. I feel as the A-shift Captain and who is in-charge of hose testing for it to be conducted by a hose testing company. In this letter I have two quotes from two different companies. FIRE-CATT precision service testing and NATION HOSE TESTING SPECIALTIES Inc. According to NFPA 1962, 2013 Edition Standard for hose testing the Bazetta Twp Fire Department has about 6000 feet of hose that needs to be tested annually. The procedure that we conduct now with hose testing is that we have to call the neighboring fire dept.(Howland Fire Department) and borrow their hose tester. Then I make up a sheet with a sign up list with dates in which we can test hose which usually takes about 12 hrs or two shift days on a weekend. The duty-shift and usually 4 or 5 off-duty personnel (Captains and Firefighters) have to unload, test, reload all hose on Ladder-11, Rescue-11 and Red Ready Rack while answering all calls on shift. This year I am suggesting that we spend \$1500.00 not to exceed \$2000.00 on a company in which both have a patented method that incorporates computerized technology and a software program designed to incorporate the testing standards and guidelines of NFPA 1962.

Attached to this letter are my two quotes from, *Fire-Catt* who has a quote of \$0.29 a foot any size hose, and the other company, *NHTS* gives a quote of \$0.25 a foot any size hose. My suggestion is to go with *NHTS* with a quote of \$0.25 a foot.

If you have any questions for the Chief or me you may feel free to contact me at any time.

Professionally;

A-shift Captain, Mike Mannella

Bazetta Twp. Fire Department  
773 Everett Hull Rd.  
Cortland, Ohio 44410  
330-637-4136 Office  
330-638-4193 Fax  
330-240-9985 Cell  
[MMannella@Bazettatwp.org](mailto:MMannella@Bazettatwp.org)



## PROPOSAL

For

Annual Fire Hose & Ground Ladder Testing Aerial Testing  
**Departments Serving Trumbull County OH**  
**National Hose Testing Specialties Inc.**

*Professional Qualifications: National Hose Testing Specialties Inc.* has been testing fire hose since 1989. Over those years the company has developed tools and equipment specifically for the testing of fire hose and ground ladders. Our Div. Managers and Crew leaders are experienced and have tested millions of feet of hose over the numerous years they have been employed by us. We test to NFPA 1962 standards and are the largest fire hose and ground ladder testing company on the West coast. We test over 5.5 million feet of fire hose per year and have served many of our clients for numerous years. *National Hose Testing of the great lakes* has tested over 1.8 million feet in 2013. We have created the tools, equipment and techniques to do the job safely and efficiently. Late in 2014 we added yet another service. We have acquired the equipment, personnel, experience and knowledge from what was known as NDT and then TUV Rheinland for testing Aerial apparatus. We now offer three services for your convenience, fire hose testing, ground ladder testing and Aerial apparatus testing.

*National Hose Testing Specialties Inc.* uses policies and procedures, otherwise known as SOGs, like a fire house would. Our safety procedures are unmatched by any third party hose testing company and our documentation is the most accurate in the fire service. Our hose and ladder technicians are trained fire fighters and former US military that get a minimum of 80 hours of hose and ladder testing training before they go to a job site. Our specialized equipment is designed for three dimensional views of your hose. The days of stretching your hose 300 feet to test is not needed with *National Hose Testing equipment*.

*Proposed Work Plan:* NHTS would send a crew of 4 to the test site and begin testing at 0800. The *National Hose Testing Specialties Inc.* crews will diagram hose loads prior to unloading to ensure correct reloading. All hose will be removed and visually inspected for obvious defects. Using our specially designed equipment all hose would then be tested to NFPA 1962 standards. Your trailer has a back flow preventers on board, so that any contaminates that maybe in any hose that we test does not get paced in the municipal water supply.

Discounting any delays due to availability of apparatus the process will be completed in minimum of 1 working day per department under 12000ft . Our crew leader will be in contact with the designated department contact throughout the process to ensure that any issues are dealt with during the process.

NHTS has been the trusted source for third-party testing since 1989. Our equipment, tools, and techniques are all designed specifically for testing hose and ladders to current NFPA standards in a safe, efficient, and cost effective manner.

### NHTS Procedure

- Provide you with a testing agreement to be signed and returned outlining the responsibilities of both parties.
- Once we have received the service agreement we will contact you and establish a testing date.
- Our crew of 4 will be sent to your location to begin the testing process.
- Your department will provide us a paved area that is a minimum of 150 feet long and 50 feet wide with a water source.
- Our crew will log all hose loads on the apparatus.
- We will unload all hose from the apparatus.
- Check all Couplings/Lubricate as needed.
- Visually inspect all hose.
- Number all hose.
- Pressure test all hose using specially designed and built equipment.
- Drain and roll all hose prior to placing back on the apparatus.
- Reload apparatus.
- Hose records will be sent on completion of billing.
- Both tests will meet the standards set in NFPA 1962 and 1932.
- All ladders will be removed from the apparatus, tested and reloaded during the hose testing process.
- Horizontal bend test.
- Hardware test.
- Visual inspection.
- Replace heat sensors.
- Clean and lube all moving parts.
- Aerial Ladder Testing
- 1 hour drift test
- Torque and visually inspect bolts
- Time and operational tests
- Waterway/ Pressure Test
- Load test on ladder
- Take hydraulic oil sample for spectral analysis
- Visual on all welds and hydraulic components
- Take hardness readings if necessary

We at NHTS would again like to thank you for considering our company to test your hose and ladders. We take pride in servicing our customers. Our customers are very important to us due to the fact that our customers are always right. Our customers will never be a

number; they are brothers in the fire service. We think of our customers as equals that serve and protect the communities where we live.

**Attn: Departments Severing Trumbull County OH.**

We strived to make hose, Ground ladder & Aerial testing costs affordable in a geographical areas such as yours. The more feet of hose we do in one area makes it affordable for all departments in your county.

The following information is valid throughout 2014. Once the information is received and the department chooses to use the services of National Hose Testing Specialties, Inc. will schedule your test dates.

NHTS will come to your location, record the hose loads of each apparatus, remove the hose, inspect it, pressure test it and reload it all to NFPA 1962 standards. Records will be prepared and sent to you in a CD format as well as a summary report provided on a hard copy. No additional fees or billing will be assessed to the costs below.

5000 to 25,000 of hose @ .25 cents per ft. Per County Department  
25,001 to 35,000 of hose @ .24 cents per ft. Per County Department  
35,001 to 50,000 of hose @ .24 cents per ft. Per County Department  
50,001 to 75,000 of hose @ .23 cents per ft. Per County Department  
75,001 to 100,000 Plus of hose @ .23cents per ft. Per County Department

\*Actual cost will be adjusted to the actual footage of hose tested in your county.

\*Aerial Apparatus @\$550.00  
? ft. of ground ladders @ \$1.75 per ft.

\*Actual cost will be adjusted to the actual footage of hose tested.

\*An additional fee of \$2.50 per heat sensor will be added if needed and supplied by NHTS.

We look forward to working with you and welcome the opportunity to provide any additional information you may desire.

**We will not be undersold by our competitor and our service is unmatched!!!**

---

Troy M. Smith  
Great Lakes Division Manger  
5612 South Division  
Grand Rapids MI, 49548  
616-554-6487  
[troy@nhts.com](mailto:troy@nhts.com)



May 4, 2015

Mike Mannella  
Captain  
Bazetta Fire Department  
773 Everett Hull Rd.  
Cortland, OH 44410

Captain Mannella:

**As we discussed, we are pleased to submit this proposal for your annual fire hose and ground ladder testing.**

### **Background**

FireCatt is proud to have revolutionized the fire hose testing industry. FireCatt is the single source supplier and owner of a patented method that incorporates computerized technology and a software program designed to incorporate the testing standards and guidelines of NFPA 1962.

FireCatt is now testing over 4 million feet of fire hose per year in 32 States. We have been testing fire hose for more than 8 years. Customers that have come to rely on FireCatt's precision testing service include: fire departments; oil refineries; nuclear power plants; and industrial operations.

We trust you will take the time to understand the value FireCatt creates by using the best technology, people and processes available to provide your critical annual services testing. FireCatt will save you manpower time, reduce liability and injuries, and create repeatable, valid test results with advanced technology and professional service.

Our testing team is structured with a team leader, an assistant leader and four hose technicians, all formally trained by FireCatt. We believe in a professionally run hose testing process starting with pre-test planning, meticulous attention to detail during the testing process and documented repacking of your equipment to the standard you require.

### **Testing Scope**

FireCatt will provide annual service pressure testing per the **NFPA 1962, 2013 Edition Standard** for Hose and **NFPA 1932, 2010 Edition Standard** for Ladders using patented technology test equipment designed for safety, accuracy and efficiency.

**FireCatt is the *first and only* company in the nation to offer a patented hose testing method with the following features**

- ✓ Computerized equipment and custom software will be used to control an advanced technological system, all designed to meet NFPA 1962.
- ✓ Electronic and computerized pressure transducers are used to monitor and regulate pressures, eliminating subjective "needle bounce" of analog gauges.
- ✓ Air actuated and computer controlled valves are used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of FireCatt's valves creates 100% repeatable and that does not expose personnel to unnecessary risk of injury.
- ✓ Ten manifolds will be used, each with its own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- ✓ Hydrant pressure will be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test cycle.
- ✓ Air relief valves will be used at the end of each hose lay per manifold, and at the elbow at mobile test lab, allowing for all air to be removed from hose lines.
- ✓ An amber warning beacon will be illuminated at all times when a hose is pressurizing or at high pressure, adding another layer of safety.
- ✓ Custom software ensures pressurization does not exceed 15 psi/sec., allowing for longer life of hose due to controlled expansion of the hose.
- ✓ FireCatt's system automatically boosts pressures back to specified test levels after stabilization period, ensuring hose is tested as prescribed by the NFPA standard.
- ✓ Pressure release at the end of each test will be accomplished through air actuated and computer controlled valves operated remotely. This eliminates the need to release pressure at the end of each hose and eliminates the risk associated with exposing personnel to potential catastrophic failure while any hose is fully pressurized.
- ✓ Computerized timing of tests will be used to eliminate subjective timing devices such as manual stop watches prone to operator error.
- ✓ Up to 3,000 feet of hose will be tested per test cycle.

**NFPA Fire Hose Testing Standards**

1. Each length of hose will be assigned an Identification Number using a barcode label on each coupling. That I.D. number shall also be recorded on the hose jacket at each end of the hose using a permanent ink marker.
2. Each length of hose will be inspected, both the outer jacket and inner liner.
3. All couplings and threads will be inspected.
4. All gaskets will be inspected, defective gaskets will be replaced at no extra cost.
5. FireCatt will supply hose manufacturer approved lubricant for coupling lubrication.
6. All defective hose will be tagged and removed from service and the defect location on the hose will be marked using permanent marker. The tag will be distinctive and state the reason for removal from service, date, and hose I.D. number. This information will also be contained within the test report.

7. FireCatt will supply "Never Seize" lubricant for lubricating all apparatus connection points so as to reduce galvanic reaction associated with dissimilar metal contact.
8. FireCatt will accurately record all data that will be contained in the final report which will include, Department I.D., Station or Apparatus I.D., FireCatt hose I.D., Fire Department hose I.D., Manufacturer, Date of Manufacture, Date in Service, Size, Length, Pressure, Pass/Fail, Reason for Failure, and Tread Type.
9. FireCatt will provide a hard copy of the Test Report within 1 week of test completion. The Hose Test Report is documented on a per Department basis. If you require your hose documentation broken down per apparatus or station, this service is available and must be pre-arranged.
10. FireCatt will provide internet web access to your electronic test record and protect this information using a unique login and password within 1 week of test completion. Access to the test records will be for a minimum of 7 years from date of the most recent test.
11. FireCatt will be licensed and insured to meet the State, City and Department requirements.

**Pricing**

Option(s)	Quantity in Feet	Price per Foot	TOTAL
<b>1</b> FireCatt Provides all Labor	4,000 (approximate)	<b>\$0.33</b>	<b>\$1,320.00</b>
		<b>\$0.29</b>	<b>\$1,160.00*</b>
<b>2</b> Fire Department Provides Labor to reload apparatus only.	4,000 (approximate)	<b>\$0.26</b>	<b>\$1,040.00</b>
		<b>\$0.23</b>	<b>\$920.00*</b>
<b>3</b> Fire Department provides all labor	4,000 (approximate)	<b>\$0.21</b>	<b>\$840.00</b>
		<b>\$0.195</b>	<b>\$780.00*</b>
<b>4</b> Ground Ladder Testing all FireCatt labor	TBD	<b>\$1.50</b>	<b>\$TBD</b>

**Option 1** - FireCatt will provide ALL labor to unload apparatus, lay out test, couple/uncouple, roll hose and reload apparatus. The Fire Department will provide labor only to drive apparatus to and from test site.

**Option 2** - FireCatt will provide labor to unload apparatus, lay out test, couple/uncouple, and roll hose. The Fire Department will provide labor to reload apparatus. Note: If you choose Option 2 we suggest utilizing two fire department crews/companies to reload. The crew who's apparatus is being reloaded and the crew who's apparatus is next to be unloaded.

**Option 3** - FireCatt will provide a technician to operate the FireCatt mobile testing lab and collect the test data. The Fire Department will provide ALL labor to unload apparatus, lay out test, couple/uncouple, roll hose and reload apparatus.

**Option 4** - FireCatt will provide all labor to perform precision ground ladder testing via digital load cell technology that will meet NFPA1932, 2010 edition standards.

### **Contract Term**

Pricing in BLACK is for a 1 year contract. \*Pricing in RED is for a 3 year contract and represents over a 10% discount, and the price will remain the same - guaranteed for all 3 years.

### **Completion**

Testing will take approximately 3 day(s) annually (weather, total feet, & test site dependent).

Based upon our discussions, I believe we agreed that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for the NFPA 1962 Standards to be met in the most "objective" manner possible. In comparison, other testing companies will provide you with "subjective" test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of the fire hose testing services that FireCatt can provide to your department. We have yet to encounter another hose testing company in the nation deploying a similar state-of-the-art computerized testing technology.

We are pleased to offer our services to your department and believe the investment in FireCatt generates the peace of mind for everyone that we are all creating the safest environment for the firefighter and citizens of your community.

We look forward to creating a mutually beneficial and successful long term relationship, and believe in 100% customer satisfaction. If you have any questions or comments, feel free to contact us at any time.

Respectfully submitted,

Lynn Trout  
Customer Representative  
248-643-7200 ext.16



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
112 Fires in structure other than in a building	1	0.99%	\$0	0.00%
	1	0.99%	\$0	0.00%
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	65	64.35%	\$0	0.00%
322 Motor vehicle accident with injuries	8	7.92%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	2.97%	\$0	0.00%
361 Swimming/recreational water areas rescue	1	0.99%	\$0	0.00%
	77	76.23%	\$0	0.00%
<b>4 Hazardous Condition (No Fire)</b>				
413 Oil or other combustible liquid spill	1	0.99%	\$0	0.00%
444 Power line down	1	0.99%	\$0	0.00%
	2	1.98%	\$0	0.00%
<b>5 Service Call</b>				
553 Public service	4	3.96%	\$0	0.00%
554 Assist invalid	2	1.98%	\$0	0.00%
561 Unauthorized burning	4	3.96%	\$0	0.00%
	10	9.90%	\$0	0.00%
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	1.98%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	0.99%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.99%	\$0	0.00%
	4	3.96%	\$0	0.00%
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	2	1.98%	\$0	0.00%
736 CO detector activation due to malfunction	1	0.99%	\$0	0.00%
744 Detector activation, no fire -	2	1.98%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.99%	\$0	0.00%
	6	5.94%	\$0	0.00%

**8 Severe Weather & Natural Disaster**

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
8 Severe Weather & Natural Disaster				
800 Severe weather or natural disaster, Other	1	0.99%	\$0	0.00%
	1	0.99%	\$0	0.00%

Total Incident Count: 101

Total Est Loss: \$0

BAZETTA

Incidents by District (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}  
and District = "11 "

---

District		Count	Pct of Incidents	Est Losses	Pct of Losses
11	STATION	28	100.00 %	\$0	0.00 %
Total Incident Count:		28		Total Est Losses:	\$0

BAZETTA

Incidents by District (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}  
and District = "11 " and Alarm Time Between  
"1200" And "2000"

District	Count	Pct of Incidents	Est Losses	Pct of Losses
11 STATION	15	100.00 %	\$0	0.00 %
Total Incident Count:	15	Total Est Losses:	\$0	

BAZETTA

Incidents by District (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}  
and District = "11 " and Alarm Time Not Between  
"1200" And "2000"

---

District	Count	Pct of Incidents	Est Losses	Pct of Losses
11 STATION	13	100.00 %	\$0	0.00 %
Total Incident Count:	13	Total Est Losses:	\$0	

BAZETTA

Incidents by District (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}  
and District = "13 "

District	Count	Pct of Incidents	Est Losses	Pct of Losses
13 STATION	68	100.00 %	\$0	0.00 %
Total Incident Count:	68	Total Est Losses:	\$0	

BAZETTA

Incidents by District (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}  
and District = "13 " and Alarm Time Between  
"1200" And "2000"

District	Count	Pct of Incidents	Est Losses	Pct of Losses
13 STATION	35	100.00 %	\$0	0.00 %
Total Incident Count:	35	Total Est Losses:	\$0	

BAZETTA

Incidents by District (Summary)

Alarm Date Between {04/01/2015} And {04/30/2015}  
and District = "13 " and Alarm Time Not Between  
"1200" And "2000"

District	Count	Pct of Incidents	Est Losses	Pct of Losses
13 STATION	33	100.00 %	\$0	0.00 %
Total Incident Count:	33	Total Est Losses:	\$0	



BAZETTA

Aid Responses by Department

Alarm Date Between {04/01/2015} And {04/30/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
<b>STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200</b>							
15-0000345	04/13/2015	1 Mutual aid received	#Personnel	0	0	0	0
Their Inci	463	Response Time: 00:17:08	#Appartus	0	0	0	0
15-0000350	04/14/2015	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	15-0450	Response Time: 00:08:08	#Appartus	0	1	0	0
15-0000360	04/18/2015	1 Mutual aid received	#Personnel	0	1	0	0
Their Inci	15-0489	Response Time: 00:06:43	#Appartus	0	1	0	0
15-0000368	04/21/2015	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	478	Response Time: 00:09:29	#Appartus	0	1	0	0
<b>Subtotal Responses: 4</b>			<b>Average Response Time for Dept: 00:10:22</b>				

<b>STA. 30 HOWLAND FDID 78121</b>							
15-0000330	04/10/2015	1 Mutual aid received	#Personnel	0	0	0	0
Their Inci	15-0926	Response Time: 00:11:17	#Appartus	0	0	0	0
<b>Subtotal Responses: 1</b>			<b>Average Response Time for Dept: 00:11:17</b>				

<b>STA. 32 HOWLAND FDID 78121</b>							
15-0000301	04/02/2015	2 Automatic aid received	#Personnel	0	0	0	1
Their Inci	15-0400	Response Time: 00:03:00	#Appartus	0	0	0	1
15-0000304	04/02/2015	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	15-0839	Response Time: 00:07:00	#Appartus	0	1	0	0
<b>Subtotal Responses: 2</b>			<b>Average Response Time for Dept: 00:05:00</b>				

<b>STA. 77 TRUMBULL COUNTY HAZ MAT TEAM</b>							
15-0000305	04/02/2015	1 Mutual aid received	#Personnel	0	0	0	2
Their Inci	15-200	Response Time: 00:07:00	#Appartus	0	0	0	2
<b>Subtotal Responses: 1</b>			<b>Average Response Time for Dept: 00:07:00</b>				

Response time calculated from time notified to arrival.

BAZETTA

Inspections by Type

Date Completed Between {04/01/2015} And  
{04/30/2015}

Date	Time	Occupancy	Hrs	Fee
<b>200 INSPECTION - General</b>				
04/14/2015	13:08	AMER02 Ameriprise Financial 3010 STATE ROUTE 5 /A	0.04	
04/14/2015	12:56	ARMY01 ARMY CORP OF ENGINEERS 2961 WARREN MEADVILLE RD NE/B	0.15	
04/08/2015	13:58	BAZE10 BAZETTA POLICE DEPARTMENT 2671 MCCLEARY JACOBY RD NE	0.10	
04/14/2015	12:30	BKMA01 B & K MARKET 2396 ELM RD NE	0.06	
04/08/2015	12:03	CART03 CARTER PLUMBING 2169 ELM RD NE	0.24	
04/14/2015	12:46	PLAS01 PLASTIC AND RECONSTRUCTIVE SURGERY 2662 ELM RD NE	0.11	
04/14/2015	13:16	ALLS04 Allstate 3018 STATE ROUTE 5 /Unit A	0.09	
04/14/2015	13:22	BELL01 BELL FAMILY CHIROPRACTIC 3030 STATE ROUTE 5 NE	0.02	
04/08/2015	12:24	EATN01 EAT ' N PARK RESTAURANT 2057 WALMART DR NE	0.14	
04/08/2015	13:14	GREAT CLIPS GREAT CLIPS 2170 MILLENNIUM BLVD /F	0.03	
04/08/2015	12:20	JOFO01 JO FOR THE ROAD 2059 WALMART DR NE/WARREN, OH 44483	0.05	
04/08/2015	12:47	MCDO01 McDONALD'S RESTAURANT 2171 MILLENNIUM BLVD	0.09	
04/08/2015	12:37	PERK01 PERKINS RESTAURANT 3870 ELM RD NE	0.14	
04/08/2015	12:58	QUAK01 Quaker Steak & Lube 2191 MILLENNIUM BLVD NE	0.07	
04/08/2015	13:19	VER VERIZON WIRELESS 2170 MILLENNIUM BLVD /S	0.04	
04/21/2015		ANOT01 Bradley's Professional Pressure Wash 2332 CADWALLADER SONK RD NE	0.00	
04/21/2015		BAZE11 BAZETTA TOWNSHIP ADMINISTRATION 3372 STATE ROUTE 5	0.00	
04/22/2015		TRUM03 TRUMBULL COUNTY CONSERVATION LEAGUE 2535 MCCLEARY JACOBY RD NE	0.00	
04/22/2015		WARR02 WARREN HARLEY DAVIDSON 2102 ELM RD NE	0.00	

BAZETTA

Inspections by Type

Date Completed Between {04/01/2015} And  
{04/30/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
04/22/2015		WEND01 WENDY'S RESTAURANT 2033 WALMART DR NE	0.00	
04/14/2015	12:20	BAZE10 BAZETTA POLICE DEPARTMENT 2671 MCCLEARY JACOBY RD NE	0.04	
Total Activities for Type: 21			1.41	

Grand Total Activities: 21

Grand Totals: 1.41 0.00

Police Department Agenda for Trustee Meeting Monday May 18, 2015

Thu 5/14/2015 11:36 AM

**From:** Michael Hovis  
**To:** rdrew@bazettatwp.org  
**Cc:** fparke@bazettatwp.org



Rita,

Here is the agenda for the police department for Monday May 18, 2015 meeting:

1. Purchase a Ricoh copier that is a color/scan/print /fax at a cost not to exceed \$1,685.00 and to enter into a maintenance agreement of \$40.00 per month for 5000 BW images and overage charges of B/W@ .006 and color @.058
2. To trade into Standard Law the list of attached forfeited or seized items from evidence to offset the cost of two (2) bullet proof vests from Standard Law. Cost saving of (\$350.00).

This is all and I thank you for your time in advance!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

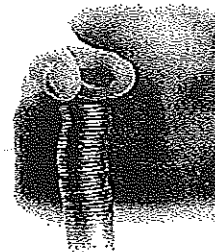
*[mhovis@bazettatwp.org](mailto:mhovis@bazettatwp.org)*

## Financial Considerations

### Investment Details

#### Pricing Components

- Installation
- Operator training
- Service performed by Ricoh customer service technicians (*you will incur no additional charges for parts or labor*)
- Toner included with service



#### Financial Considerations

##### \*Purchase Option

MPC305SPF : \$1,685.00

##### Color/Scan/Print/Fax

##### Maintenance:

\*Gold Package – Maintenance/Toner included.

\*Waived Installation Fee

\*Base Rate: \$40.00 – 5000 B/W images included

Overages: B/W @ .006

Color @ .058

\*Overages Billed Quarterly\*

Proposal Terms Valid Until: 05/15/15

**RICOH**  
imagine. change.

Michael J. Hovis, Chief of Police  
Bazetta Township Police  
2671 McCleary-Jacoby Road  
Cortland, OH 44410  
Phone: (330) 638-5503  
Fax: (330) 638-9927



# Memo

Chief Hovis,

05/11/2015

In reference to the weapons which are being transferred over to Standard Law, below is the make, model (if known), caliber/gauge, and serial numbers.

<u>Make</u>	<u>Model</u>	<u>Caliber/Gauge</u>	<u>Serial Number</u>
Taurus	Millennium	40 cal	SET71102
Bersa	Firestorm	380 ACP	B53316

The above weapons were forfeited to the Police Department per an order from the Central District Court.

Remington	870 Express Mag	12 Gauge	A167744M
Springfield	Unknown	12 Gauge Dbl Brl	T29514

The above weapons have been released by the Central District Court, Cortland for department disposal/forfeiture.

Ptl Shawn Rentz  
Property Room Custodian

**FORM B  
PROPERTY RECORD**

1.STATUS <input type="checkbox"/> EVIDENCE <input type="checkbox"/> FOUND <input type="checkbox"/> RECOVERED	2.INCIDENT NO.	3.INVENTORY NO.
	4.STATION: Bazetta Township Police Department	

5.FOUND OR RECOVERED FROM: Bazetta Police Department Evidence Room	AT 2671 McCleary Jacoby Road	DATE	TIME
---	---------------------------------	------	------

6.REPORTING OFFICER Ptl S Rentz	BADGE NO. 1322	7.CUSTODIAL/RECEIVING OFFICER	DATE	TIME
------------------------------------	-------------------	-------------------------------	------	------

8.ITEMS	VALUE
1. 102 each 6mm reloading brass	
2. 97 each 5 mm reloading brass	
3. Black pistol case with 5 ea magazines (2 ea 45 cal, 2 ea 9mm, 1 ea 26 auto)	
4. 7 ea 410 ga 4 shot	
5. 4 ea 410 ga slug	
6. 2 ea 12 ga 000 Buck 3 ln mag	
7. 15 ea 12 ga steelshot 6	
8. 24 ea 12 ga 6 shot	
9. 17 ea 20 ga 8 shot	
10. 18 ea 30 30 soft point	
11. 320+ 22 cal	
12. 10 ea 9mm Gold Top	
13. 4 ea 9mm Lead Ball	
14. 18 ea 9mm FMJ RN	

(REVERSE FOR ADDITIONAL ITEMS)

9. PROPERTY IN	10. DATE	11. ITEM NOS.	12. OFFICERS RANK AND SIGNATURE	13. PURPOSE

14. OWNERS NAME STUART SARKISIAN	ADDRESS 4920 E 345 <sup>th</sup> ST, WILLOUGHBY, OH 44094
I HEREBY CERTIFY THAT I AM THE OWNER OF ABOVE PROPERTY (OR AUTHORIZED AGENT TO RECEIVE SAME) AND PROMISE TO PAY CHARGES ACCURED THROUGH ITS RECOVERY	15. CLAIMANT'S SIGNATURE
	16. DATE
17. ADDRESS	

**FORM B  
PROPERTY RECORD**

1.STATUS <input type="checkbox"/> EVIDENCE <input type="checkbox"/> FOUND <input type="checkbox"/> RECOVERED	2.INCIDENT NO.	3.INVENTORY NO.
	4.STATION: Bazetta Township Police Department	

6.FOUND OR RECOVERED FROM: Bazetta Police Department, Evidence Room	AT 2671 McCleary Jacoby Road	DATE	TIME
--	---------------------------------	------	------

6.REPORTING OFFICER Ptl S Rentz	BADGE NO. 1322	7.CUSTODIAL/RECEIVING OFFICER	DATE	TIME
------------------------------------	-------------------	-------------------------------	------	------

8.ITEMS	VALUE
1. 14 ea 9mm HP	
2. 52 ea 25 auto	
3. 5 ea 32 cal Lead Ball	
4. 5 ea 380 cal Wad Cutter	
5. 1 ea 380 cal HP	
6. 4 ea 9X18 MAK FMJ RN	
7. 4 ea 44 SPL Lead Ball	
8. 16 ea 38 SPL Lead Ball	
9. 4 ea 38 SPL HP	
10. 38 ea 357 Mag Soft Point	
11. 46 ea 357 Mag HP	
12. 45 ea 45 ACP FMJ RN	
13. 39 ea 45 ACP HP	
14.	

(REVERSE FOR ADDITIONAL ITEMS)

9. PROPERTY IN	OUT	10. DATE	11. ITEM NOS.	12. OFFICERS RANK AND SIGNATURE	13. PURPOSE

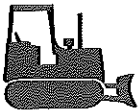
14. OWNERS NAME <b>STUART SARKISIAN</b>	ADDRESS <b>4920 E 345<sup>th</sup> ST, WILLOUGHBY OH, 44094</b>
--	--

I HEREBY CERTIFY THAT I AM THE OWNER OF ABOVE PROPERTY (OR AUTHORIZED AGENT TO RECEIVE SAME) AND PROMISE TO PAY CHARGES ACCURED THROUGH ITS RECOVERY	15. CLAIMANT'S SIGNATURE	16. DATE
	17. ADDRESS	



## Police Department accomplishments since January 1, 2013

1. Hired two (2) additional full-time officers
2. Implemented a senior watch program that currently has 17 enrolled.
3. Informed the residents that patrols would be increased and we did.
4. Purchased two (2) new cruisers and had one donated by Mark Tomas Ford and they are fully equipped with all new equipment except light bar and we have purchased three (3) used cruisers and all paid for!
5. Purchased and paid for 5 MDT's and all mounts in cruisers. We purchased the mounts and used less than \$600 came from tax dollars for MDT's.  $\$15 \leftarrow \$90$
6. Purchased and implemented a patrol rifle program with rifles being purchased with evidence room traded equipment.
7. Reduced the cost of garbage disposal at a cost saving of nearly \$360.00 per year.
8. Eliminated the cleaning service at the police department at a saving of nearly \$3500 annually in cleaning and supplies.
9. Reestablished free natural gas at the police department to a cost savings of nearly \$3500 annually.
10. Replaced two (2) furnaces at the police department to increase proficiency and save on repair costs.
11. Restructured the impound lot fencing to insure that more cars could be impounded to alleviate state cuts.
12. We established and wrote a public records retention policy approved by township legal counsel, Ohio Attorney General and the Ohio Historical Society to eliminate records from as far back as 1969.
13. We purchased \$3327 worth of ammunition all from seized and forfeited monies from the evidence room at no cost to tax payers.
14. We purchased and installed video surveillance at the police department and it was paid for by a Wal-Mart grant. We spent just over \$100 of tax money for this project.
15. Created a social media outlet on face book to inform the public of events and to solve crimes that had occurred.
16. Replaced all digital cameras for officers on patrol and our Detectives camera for crime scene photography all from Wal-Mart grant. .



**GROVES EXCAVATING**  
 4997 Warren Rd. NE  
 CORTLAND, OH 44410

# JOB ESTIMATE

Ph/Fax (330) 638-4978

PHONE

DATE

5-14-15

JOB NAME/LOCATION

2996 WARREN MENDEVILLE RD

TO BAZETTA TOWNSHIP

JOB DESCRIPTION:

> PUSH OVER TREES, dig out stumps and drag trees  
 out in field where they can be cut up.

THIS ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED.

ESTIMATED JOB COST 1000.00

ESTIMATED BY

*James Brown*

TEID

328492

Statement DATE 5-7-15 TERMS Completion

TO BAZETTA Township  
2996 Warren Meadville 330 760517  
Cortland Ohio 44410

IN ACCOUNT WITH Tanglewood Tree Service  
Rich 330 240 7897  
Greg 330 539 4906

Tree work:  
 Remove marked trees on property  
 Cut trees flush with ground,  
 chip branches & dump on property  
 Leave firewood in handling lengths.

Stump work: grind out stumps  
 6" to 12" below ground level &  
 leave grindings

Tree work \$3800.00

Stump work \$1000.00

CURRENT	OVER 30 DAYS	OVER 60 DAYS	TOTAL AMOUNT
---------	--------------	--------------	--------------

WORK ORDER/ESTIMATE

Bob's Tree Service & Stump Removal

CRANE SERVICE

Fully Insured For Your Protection  
1052 North River Rd. • Warren, Ohio 44483  
Phone: 394-8516 • ~~892-3551~~



Date 5-14-15

Name: Bazetta Twp

Address: Att. Frank Park

Phone No.: \_\_\_\_\_

Job Site Address: \_\_\_\_\_

<u>Tree removal @ new</u>	
<u>fire station</u>	<u>3600.00</u>
<u>Stump removal 15 stump</u>	<u>1800.00</u>

In the removal of trees there is always some yard damage.  
Not responsible for damage to walks or driveways from equipment.  
Not responsible for damage to underground utilities and drains. All Jobs Subject to Sales Tax

- Stump Removal YES NO
- Rake Yard YES NO
- Chip Limbs YES NO
- Haul Wood YES NO
- Leave Wood YES NO
- Haul Stump Grindings YES NO

DATE \_\_\_\_\_  
Customer's Signature \_\_\_\_\_  
Bob's Tree Service \_\_\_\_\_



SUBTOTAL  
TAX  
TOTAL 5400.00

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: May 4, 2015 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

**145-15** To accept the minutes from the April 20 Regular and April 29 Emergency Meetings.

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

**146-15** 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

**147-15** To adopt the attached *IT Services Cooperative Agreement* with Weathersfield Township.

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

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

- Invitation from Youngstown Warren Regional Chamber to attend the 2015 Athena Awards
- Copy of Permit to work in the right-of-way of Park Avenue from Trumbull County Engineer
- Letter from anonymous citizen regarding junk and abandoned vehicles
- Copy of a Permit to haul or move overweight equipment over Larchmont Avenue

**Administration:**

- Trustee Parke said that anyone renting or using the Administration Building must be told not to prop the doors open
- Trustee Webb said he and others attended a Trumbull County Engineer's Dinner last week where they were informed of upcoming county road projects

**Fire Department:**

- Nothing to report

**Police Department:**

- See Attached Agenda & Report

- Trustee Parke asked if one of the officers could at the Administration Building on the following day to open and close the doors for the pool workers

**148-15** To approve the attached *Certificate of Records Disposal (RC-3)*.

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

**149-15** To approve the attached *Authorization for a Mutual Agreement for Mahoning/Trumbull County Law Enforcement Agencies for Police Protection*.

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

**Road Department:**

- Trustee Hovis mentioned a possible joint venture, Issue I Project with the State of Ohio, for road paving on McCleary Jacoby Road
  - Superintendent Parke replied as follows
    - Asked voters to support Issue I whenever it is on the ballot because it gives state monies to local government for these kind of projects
    - A 31% Local and 69% State of Ohio match is what is paying for current paving projects on Millenium Boulevard and McCleary Jacoby Road
    - Writes his grant proposals to try go for as much outside money as possible
    - Money to repair roads comes from the Road & Bridge Fund
    - Money to pave roads come from the General Fund
  - Trustee Webb noted that is why it is important that the General is fully funded
    - If it is not, the township will not be able to write grant proposals for road projects
    - Without these grants, roads can not be paved

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

- Inspector Mills reported the following
  - Started working on nuisance abatement projects remaining from last year
  - Several new house permits pulled and expects more
  - 6 or 7 previous nuisance abatement properties have been purchased which shows that the project is working
  - Letter to the Zoning Commissioner in this week's correspondence is being addressed with letters being sent out to property owners
  - Code enforcement is working well with a few properties being brought up to code

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb stated that the next Quarterly Meeting would be July 1 at 7pm at the Administration Building

**Parks & Recreation Board:**

- Nothing to report

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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

- None

**150-15** To approve an expenditure, not to exceed \$4,500.00 to Groves Excavation to demolish the house and garage at 2996 Warren Meadville and remove all debris related to the demolition, to be paid from the Fire Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**151-15** To waive the demolition permit fees for Groves Excavation to demolish the building and garage at 2996 Warren Meadville Road.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**152-15** To approve an expenditure, not to exceed \$5,400.00 to Alexander Pest Control for three (3) mosquito sprayings on May 27, June 17, and July 22, to be paid from the General Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Public Comment:**


- Eric Ulbrecht of State Route 5 addressed the body as follows
  - Does anyone know what is going on with the PCB seepage at Mosquito Lake
  - He was told the spill was more than 800 gallons
  - He is concerned that there are so many people still working on the clean up
- Chief Lewis answered as follows
  - He was on scene the day of the spill
  - It rained that day and most of the spill was caught in the catch basins
  - The report on the spill was 6ppm
  - He said to contact the Ohio EPA because they took over the event from the township after the initial emergency
- Atty. Tina Chinchic swore in Reserve Officer Nicholas Gregory

**153-15** To adjourn the meeting at 7:25pm.


**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

  
Attested by: Fiscal Officer Rita K. Drew

Dated: 05-15-15

  
Approved by: Chairman Trustee Ted Webb

Dated: 5/18/15

PENDING WARRANT REPORT  
 Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
24900	1600.00	VW24900	Attorney Mark S. Finamore	Services
24901	295.50	VW24901	Anthem BCBS	EMS Refund
24902	395.64	VW24902	Arrowhead Servies, Inc.	Supplies
24903	50.00	VW24903	Anne Japuncha	EMS Refund
24904	1091.88	VW24904	Business Card	Supplies/Etc
24905	500.00	VW24905	Burrowes Consulting Services	Annual Maint
24906	111.03	VW24906	City of Warren, Utility Services	Service
24907	2100.00	VW24907	CareWorksComp.	2016 Workers' Comp Group Rat
24908	40.00	VW24908	Coralee Miller	EMS Refund
24909	1466.67	VW24909	Delta Dental	Insurance
24910	439.99	VW24910	Graybar Financial Services, LLC	Service
24911	361.03	VW24911	Joshen Paper of PA	Supplies
24912	5.87	VW24912	Lou Wollam Chevrolet Inc.	Supplies
24913	433.22	VW24913	Medical Mutual	EMS Refund
24914	1067.28	VW24914	Ohio Edison	Service
24915	1479.92	VW24915	Ohio Edison	Service
24916	42.50	VW24916	PTNE, Inc.	Service
24917	132.87	VW24917	Ricoh USA, Inc.	PAYMENT
24918	1157.40	VW24918	Standard Law Enforcement Supply Co.	Supplies
24919	100.00	VW24919	Schultz Towing, Inc.	Tows
24920	291.61	VW24920	Tartan Client Truck Account	Service
24921	2400.00	VW24921	Tartan Benefit Services	2016 Group Rating Renewal
24922	81.06	VW24922	Time Warner Cable-Northeast	Service
24923	89.97	VW24923	Tractor Supply Credit Plan	Supplies
24924	496.16	VW24924	Vision Service Plan-(OH)	Insurance
24925	257.40	VW24925	Warren Fire Equipment, Inc.	Service/Supplies
=====				
	16947.30		Total Amount of Pending Warrants	



**BAZETTA TOWNSHIP  
TRUMBULL, COUNTY, OHIO**

**IT SERVICES  
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 02nd day of June 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Weathersfield Township, (hereinafter "Cooperative Agency User") whose address is 1451 Prospect Street, Ohio, Mineral Ridge, Ohio 44440

**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 02 day of June 2015 and continuing thereafter for a period of one year terminating at the close of business the 01 day of June 2016. 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 with 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:**

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.

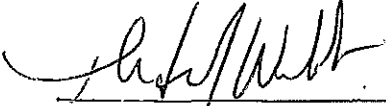
**14. Severability:**

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

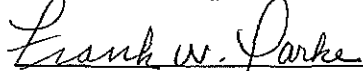
Trumbull County, Ohio.

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

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

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

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

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

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

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

Meeting Agenda May 4, 2015

Tue 4/28/2015 1:24 PM

**From:** Deanna Boggess

**To:** rdrew@bazettatwp.org, rmetheny@bazettatwp.org

**Cc:** mhovis@bazettatwp.org



Rita and Robin,

Per Chief Hovis

For Trustee's May 4, 2015 Meeting Agenda, Please add the following items and attached documents;

1. Approve One Time Records Disposal: See attached Certificate Of Records Disposal (RC-3)
2. Swearing In of Reserve Officer Nicholas Gregory ( Rita would you please have the honor of Swearing in Nicholas?)

Deanna Boggess

Records Administrator

Police Secretary

Bazetta Township Police Department

2671 McCleary Jacoby Road

Cortland, Ohio 44410

Ph 330-638-5503

Fax 330-638-9927



Dneu



# April 2015 Bazetta Police Department Activity

**Published Date: May 4, 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>516</b>
<b>Incident Reports Filed</b>	<b>110</b>
<b>Traffic Crash Investigations</b>	<b>10</b>
<b>Number of Persons Arrested</b>	<b>46</b>
<b>Traffic Offenses</b>	<b>65</b>
<b>Traffic Citations Issued</b>	<b>59</b>
<b>Vehicle Miles Traveled</b>	<b>11,181.20</b>
<b>Office Contacts</b>	<b>249</b>

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



## Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

### 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

### 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423	440	491	516									1870
Incidents Filed	100	97	117	110									424
Traffic Crash Investigations	18	14	9	10									51
Number of Persons Arrested	42	38	54	46									180
Traffic Offenses	58	27	81	65									231
Miles Travel	11,116.1	9,326.80	10,909.1	11,181.20									42,533.2

\*Some Statistics may have been updated

\*\* Numbers published as of May 4, 2015 subject to change  
\*\*COS Stats provided by the 911 center may not reflect actual #'s

\*\*\*Numbers updated on May 4, 2015

# Bazetta Township Police Department

Year to Date Analysis January to April 2014 Comparison to January to April 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to April 2014	January to April 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	1994	1870	-6.23%
Incidents Filed	456	424	-7.02%
Traffic Crash Investigations	55	51	-7.27%
Number of Persons Arrested	177	180	1.69%
Traffic Offenses	342	231	-32.456%
Miles Traveled	51,198.78	42,533.2	-16.925%

Numbers published as of May 4, 2015 – subject to change Numbers updated on 5/4/2015



Ohio History Connection  
 State Archives of Ohio  
 Local Government Records Program  
 800 E. 17<sup>th</sup> Avenue  
 Columbus, Ohio 43211-2474

For State Archives - LGRP Use Only	
Date Received:	
Date Reviewed:	
Items requested for transfer:	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
<i>If YES, attach copy of transfer form</i>	

## CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 1

*See instructions before completing this form. Must be submitted with PART 2*

Bazetta Township Police Department	Chief Michael J. Hovis	330-638-5503	Bazetta Township Police Station
(local government entity)	(unit)	(contact person)	(telephone number)
2671 McCleary Jacoby Road	Cortland	44410	Trumbull
(address)	(city)	(zip code)	(county)
			N/A
			(date mailed to LGRP)

I hereby certify that the records listed on this RC-3 and attachments are being disposed of according to the time periods stated on the *approved Records Retention Schedules (RC-2)* listed below. No record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. In addition, microfilm created in place of any original record listed on this RC-3 will be stored according to ANSI Standards and all microfilm master negatives will only be used to create use copies. It is a responsibility of the local government to ensure the preservation and accessibility of any records retained in electronic format.

	Fiscal Officer	330-637-8816
(signature of responsible official)	(title)	(telephone number)

To have this form returned to the Records Commission electronically, include an email address: \_\_\_\_\_

*Please Note: The State Archives retains RC-3 forms for seven years.  
 It is strongly recommended that the Records Commission retain a permanent copy of this form.*

**Bazetta Township Police Department**

(political subdivision name) \_\_\_\_\_ (unit) \_\_\_\_\_



**CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 2**  
 See instructions before completing this form. Must be submitted with Part 1

(1) Records Series Title	(2) Authorization for Disposal		(3) Media Type To be destroyed	(4) Media Type To be retained (if any)	(5) Inclusive Dates of Records		(6) Proposed date of destruction  (15 business days from receipt by LGRP)	(7) For LGRP use
	Schedule Number	Date the RC-2 was approved by the Records Commission			From	To		
Training Records	Police 53	2/3/2015	Paper	None	Pre 2010		May 05, 2015	
Grants	Police 21	2/3/2015	Paper	None	Pre 2009		May 05, 2015	
Fax Journals	Police 16	2/3/2015	Paper	None	Pre 2014		May 05, 2015	
Staff Schedule	Police 49	2/3/2015	Paper	None	Pre 2014		May 05, 2015	
Monthly Activity Reports	Police 36	2/3/2015	Paper	Data merged into Yearly Activity	Pre 2011		May 05, 2015	
Daily Mileage Logs	Police 11	2/3/2015	Paper	None	Pre 2010		May 05, 2015	
Telephone Logs	Police 52	2/3/2015	Paper	None	Pre 2013		May 05, 2015	
Traffic Crash Logs	Police 54	2/3/2015	Paper	None	Pre 2010		May 05, 2015	
Traffic Crash Report Files	Police 56	2/3/2015	Paper	None	Pre 2010		May 05, 2015	
Traffic Citations	Police 53	2/3/2015	Paper Copies	None	Pre 2010		May 05, 2015	
Traffic Warnings	Police 57	2/3/2015	Paper Copies	None	Pre 2014		May 05, 2015	
Personnel Files	Police 41	2/3/2015	Paper	Electronic for 60 Years	Non Active or Terminated		May 05, 2015	
Applications For Employment	Police 01	2/3/2015	Paper	None	Non-Hired Pre 2013		May 05, 2015	
Block Watch Program	Police 05	2/2/2015	Paper	None	Pre 2014		May 05, 2015	
Dispatch Logs	Police 12	2/3/2015	Paper	None	Pre 2010		May 05, 2015	



**CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 2**  
 See instructions before completing this form. Must be submitted with Part 1

(1) Records Series Title	(2) Authorization for Disposal		(3) Media Type To be destroyed	(4) Media Type To be retained (if any)	(5) Inclusive Dates of Records		(6) Proposed date of destruction  (15 business days from receipt by LGRP)	(7) For LGRP use
	Schedule Number	Date the RC-2 was approved by the Records Commission			From	To		
Domestic Violence Reporting	Police 14	2/3/2015	Paper	None	Pre 2013		May 05, 2015	
Liquor/Fireworks Permits	Police 33	2/3/2015	Paper	None	Pre 2013		May 05, 2015	
LEADS/NCIC Confirmations	Police 30	2/3/2015	Paper	None	Pre 2014		May 05, 2015	
Orders OF Protection	Police 39	2/3/2015	Paper	None	Expired Orders		May 05, 2015	
Supply Orders	Police 51	2/3/2015	Paper	None	Pre 2014		May 05, 2015	
Unit Rosters	Police 59	2/3/2015	Paper	None	Superseded		May 05, 2015	



# MAHONING VALLEY Chiefs of Police Association

ESTABLISHED 1983

April 21, 2015

## Officers 2015

**Chairman**  
James A. Ciotti  
Special Agent, BCI

**Vice-Chairman  
/Treasurer**  
Daniel A. Faustino  
Chief, Brookfield PD

**Secretary**  
James D. Willock  
Chief, Millcreek  
Metroparks PD

### Member Agencies

Austintown Twp PD  
Bazetta Twp PD  
BCI  
Beaver Twp PD  
Boardman Twp PD  
Brookfield Twp PD  
Campbell PD  
Canfield PD  
Coltsville Twp PD  
Columbiana PD  
FBI  
Girard PD  
Goshen Twp PD  
Howland Twp PD  
Hubbard PD  
Hubbard Twp PD  
Jackson Twp PD  
Leetonia PD  
Liberty Twp PD  
Lordstown PD  
Lowellville PD  
Mahoning County 911  
Mahoning County SO  
McDonald PD  
Mill Creek Metro Parks PD  
Milton Twp PD  
New Middletown PD  
Newton Falls PD  
Niles PD  
Ohio Division of Wildlife  
Ohio Investigative Unit  
OSP Mahoning  
OSP Trumbull  
Perry Twp PD  
Poland Twp PD  
Poland Village PD  
Salem PD  
Springfield Twp PD  
Struthers PD  
Trumbull County SO  
US AF  
US BATF  
US DEA  
US FBI  
US IRS  
USSS  
Warren PD  
Warren Twp PD  
Weathersfield Twp PD  
Youngstown PD  
Youngstown State Univ. PD

Dear Police Chiefs and Sheriffs,

The Mahoning Valley Chiefs of Police Association has dedicated its time and energy to developing a two county mutual aid agreement in Trumbull and Mahoning Counties. This is critical for our emergency responses for the Bomb Squad and Crisis Response Team throughout our valley. As we are aware there are numerous other benefits to having such an agreement.

I have assigned Captain Steve Szekely to complete the task of seeing this important endeavor through its completion. Please take the following steps to insure the agreement is adopted by all agencies in the two county areas:

- 1) Pass a resolution to adopt the agreement (sample resolution attached) with your local boards or commissioners, council, trustees etc.
- 2) Send a copy of the signed agreement to Captain Steve Szekely, of the Mahoning County Sheriff's Office. The Mahoning County Sheriff's Office will be the holder of these signed documents. The Mahoning County Sheriff's Office will provide back to each agency a current list of all the participating jurisdictions.

Below is a list of advantages, there is always, a need for signing a Mutual Aid Agreement:

We all have a need for mutual aid (examples: Active shooter responses to school incidents, Trumbull County/Niles 1985 tornado, YPD Homicide of Michael Hartzell, YPD Bomb Squad, Trumbull Ashtabula Group, Mahoning County Drug Task Force, Crisis Response Team, Fugitive Task Force, OVI Task Force, Trumbull County Homicide Squad, use of area K-9 units, the list goes on and on.)

This is an insurance policy for your agencies when you need help the most.

The agreement does not bind you to ever send you personnel on mutual aid, it only authorizes mutual aid (you decide if, when and under what conditions to send personnel).

This agreement is the basis of the authority for the CRT, YPD Bomb Squad, and task forces that will assist your agencies. The agreement is pursuant to the Ohio Revised Code. The prosecutors of both Trumbull and Mahoning Counties have approved the concept of the two county agreements. The agreement is a two way street (i.e. you will receive assistance when you need it). When you do receive assistance you are helping the people that are helping you by having a formalized agreement which authorizes their authority to assist you.

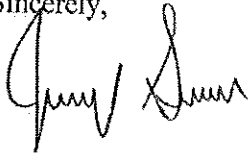
Please direct all correspondence to:  
Captain Szekely, 110 Fifth Avenue, Youngstown, Ohio 44503  
Phone 330-480-5000 Fax: 330-480-5089 Email: [sszekeley@sheriff.mahoning.oh.us](mailto:sszekeley@sheriff.mahoning.oh.us)

The agreements provide liability protection as well as authority to use police powers in mutual aid situations. The agreement clarifies the expectations of all parties as to who is responsible for the costs of services in mutual aid events. Mutual aid agreements are a cornerstone of disaster preparedness, homeland security and the National Incident Management System. Cooperative and collaborative efforts maximize grant funding opportunities. This is an efficient, effective, and common sense way to do more with less (by sharing equipment, personnel and expertise). Better to have it and not need it than to need it and not have it. It is not a matter of if you will need mutual aid; it is a question of when.

Why sign a two county agreement? Crime and disasters know no boundaries!  
Steps needed to be taken.

- 1) Resolution by Township Trustees, City Councils, or Commissioners
- 2) Authorized signature on agreement
- 3) Return the signed agreement to the Mahoning County Sheriff's Office

Sincerely,

A handwritten signature in cursive script, appearing to read "Jerry Greene".

Jerry Greene  
Sheriff- Mahoning County



AUTHORIZATION FOR A MUTUAL AID AGREEMENT FOR  
MAHONING/TRUMBULL COUNTY LAW ENFORCEMENT AGENCIES FOR  
POLICE PROTECTION

WHEREAS, the Counties and the various cities, villages and townships have a desire to enter into a mutual assistance agreement for police protection; and

WHEREAS, the Bazetta Trustees deems it in its best interest to join with the other municipalities, townships and the Counties in such agreement;

NOW, THEREFORE, BE IT ORDAINED by Bazetta Township Trustees of Trumbull County, State of Ohio:

SECTION I: That the Bazetta Township Police Dept. are hereby authorized and directed to execute the Agreement for Mahoning / Trumbull County Local Government Mutual Aid Agreement for Law Enforcement, a copy of which is attached hereto and made part hereof.

SECTION II: That this ruling is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate necessity of entering into the agreement referred to in Section I in order to provide mutual assistance by the various police agencies within Mahoning and Trumbull Counties.

Passed this 4<sup>th</sup> day of May, 2015.

[Signature]  
Fiscal Officer

[Signature]

[Signature]

Frank W. Park

**MAHONING/TRUMBULL COUNTY LOCAL GOVERNMENT  
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Mahoning and Trumbull Counties, Ohio, have entered this mutual aid agreement pursuant to Sections 505.431, 737.041, and 3345.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Mahoning and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431, 737.041 and 3345.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency who is participating in this Agreement.

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

**I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST**

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Mahoning and Trumbull County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

**A. In-Progress Crime Assistance Without Request**

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the

officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

II. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

III. INDEPENDENT POLICE ACTION

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorized both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

IV. OPERATION ASSISTANCE UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency, generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. GENERAL POLICE SERVICE

A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. GENERAL TERMS AND PROCEDURES

A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of a supervisory rank, or the senior shift officer, when no supervisor is present.

B. A cooperating Agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and

equipment, if any, available for assistance. There shall be no liability, responsibility or cause of action between or among the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this agreement, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency, subject to the terms of this agreement.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies and rules and regulations of their employing Agency at all times.

E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the officer.

F. An on-duty officer initiating police services assistance will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law. The local law enforcement Agencies which are parties to this Agreement will not indemnify and hold harmless any Agency participating in this Agreement for any damages awarded by the Court of Claims in any civil action arising

from any action or omission of any officer of any Agency participating in this Agreement pursuant to this Agreement.

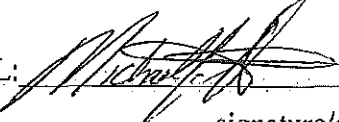
H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

I. The terms of this agreement shall be in effect for four (4) years from and after the date of execution for each cooperating Agency. Any Agency may revoke its future obligations hereunder only upon sixty (60) days written notice to each of the other cooperating Agencies by registered mail.

J. Personnel of the Agency acting under this agreement outside of the Agency's jurisdiction may participate in any pension or indemnity fund established by their Agency to the same extent as if they were acting within their jurisdiction, and are entitled to all rights and benefits under ORC4123.01 to ORC4123.94 the same as if they were performing police services within their jurisdiction.

VII. LIST OF COOPERATING AGENCIES

AGENCY: Bazetta Township Police Department

AUTHORIZED OFFICIAL:  05/04/2015  
signature/date

PRINT NAME AND TITLE: Michael J. Hovis

Chief of Police

# Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699

Office Phone: 330-637-8816 / Fax: 330-637-4588

[www.bazettatwp.org](http://www.bazettatwp.org)

\*\*\*Warning Letter\*\*\*

File No. 15-1013

Date: 4 May 2015

To: Peggysue & James Wrightsman    Mailing Address: 1000 Evertt Hull Rd.  
Cortland, Ohio 44410

This is to inform you that your property located at 3675 Hoagland Blackstub Rd., Cortland, Ohio 44410 Parcel # 31-095200 is in violation of Bazetta Township Zoning Resolution in reference to the two (2) junk motor vehicles (van and green car) on this property. These vehicle have been there for multiple years and we are aware they were in probate and now believe they have been released from the estate and have not been licensed or covered or moved for some time.

You will be given until 1 June 2015 to correct this violation or at that time the township will begin legal action to correct this violation.

Thank you for your urgent action on this matter and for continuing to be a valuable asset to Bazetta Township.

Regards

# Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699

Office Phone: 330-637-8816 / Fax: 330-637-4588

[www.bazettatwp.org](http://www.bazettatwp.org)

\*\*\*Warning Letter\*\*\*

File No. 15-1015

Date: 4 May 2015

To: Christopher Medzie

Mailing Address: 3739 Hoagland Blackstub Rd.  
Cortland, Ohio 44410

This letter is to give notice that you are in violation of Bazetta Township Zoning Resolution and to follow up on our previous meeting, your property at 3739 Hoagland Blackstub Rd., Cortland, Ohio 44410 Parcel # 31-054350 is in violation of several sections of the resolution. First I must insist you cease and desist from having sales without obtaining a Garage sale permit which allows you to have two(2) sales a year, second I thank you for the cleanup you have done but you are still in violation with the debris that is around the property, next you signed a paper at my office on 2-21-12 stating that the mobile homes on the adjoining properties being Parcel #31-008076 would be brought into habitat status or removed. At this time I feel we have been very patient on this matter and are giving you until 1 June 2015 to complete all the cleanup of both properties, at that time if the properties are not completed, we will start legal actions to have all items in violation removed.

Thank you for your urgent attention on these matters and if you have any questions please contact my office at the number provided.

Regards



## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: June 1, 2015 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 waived the reminder about Public Comment procedures

**163-15** To accept the minutes from the May 4 and May 18 Regular Meetings.

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

**164-15** 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

**165-15** To authorize the Fiscal Officer to transfer the following.

*\$600.00 from Fund 09-A-14J (OMVI: Expenses) to 09-A-01J (OMVI: Salaries)*  
*\$10,000.00 from 01 (General) to 05 (Cemetery)*

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

**166-15** To authorize the Fiscal Officer to do the following Supplemental Appropriations.

*\$16,478.64 for 04-A-18 (Road & Bridge: Loan Principal)*  
*\$1,003.55 for 04-A-19 (Road & Bridge: Loan Interest)*

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

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

- Final Determination from Ohio Department of Taxation regarding Parcels 33-048800, 33-048900, and 33-049000
- Official Results of the May 5, 2015 Election from Trumbull County Board of Elections

**Administration:**

- Trustee Parke reported a situation to the other Trustees
  - A non-resident reserved a shelter over the weekend and has asked for her money back
  - Park Rules #12 says no refunds will be given for bad weather or late cancellations
- All three Trustees concurred that, per the rules, no refund shall be given

**Fire Department:**

- See Attached Agenda and Report

**Police Department:**

- See Attached Agenda
- Chief Hovis reminded everyone that Safety Day would be Saturday, June 13 from 11am-2pm at the Mosquito Lake Marina

**167-15** To accept the resignation of Part-Time Officer Rick Tackett, effective May 30, 2015.

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

**168-15** To authorize Chief Hovis to sell the following obsolete police equipment, at a sale price not to exceed \$2,500 per ORC §4513.61.

*1995 Honda Sedan (VIN 5985)*

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

**Road Department:**

- Superintendent Parke reported that Millenium Boulevard will be paved on Wednesday, Thursday, and Friday nights beginning at 7pm

**169-15** To approve the following.

*Summer hours for the Road Dept from May1st through August 31st will be 6am-2pm, except those affected by burial duties scheduled for 2pm, then those hours will revert back to 7am-3pm.*

**Motion:** Trustee Parke  
**Second:** Trustee Hovis  
**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 & Code Enforcement Board of Appeals:**

- Nothing to Report

**Parks & Recreation Board:**

- Nothing to Report

**Safety Committee:**

- Nothing to Report

**Health Insurance Committee:**

- Nothing to Report

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

- None

**Public Comment:**

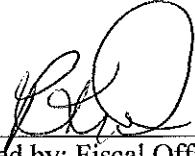
- None

**170-15** To adjourn the meeting at 7:08pm.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 06-02-15



Approved by: Chairman Trustee Ted Webb

Dated: 6/15/15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
25095	1100.00	VW25095	Alexander's Pest Control, Inc.	Mosquito Spray
25096	227.82	VW25096	American Fire Distributors	Supplies
25097	19.40	VW25097	AT&T Mobility	Service
25098	800.00	VW25098	Attorney Mark S. Finamore	Legal Service
25099	1869.37	VW25099	BE Solutions	Claims Runs
25100	614.23	VW25100	Business Card	Supplies
25101	4885.00	VW25101	Collims Heating & Cooling	Service/Material
25102	111.03	VW25102	City of Warren, Utility Services	Service
25103	75.00	VW25103	Cortland City Fire Department	Refresher Class
25104	1535.21	VW25104	Delta Dental	Insurance
25105	446.25	VW25105	D&T P.M. Truck Repairs LLC	Service/Parts
25106	994.95	VW25106	Emsar Medical Repair, Inc.	Equip/Supplies
25107	68.65	VW25107	Dept 121801	Repairs/Parts
25108	439.99	VW25108	Graybar Financial Srevices, LLC	Service
25109	5200.00	VW25109	Groves Excavating, Inc.	Service
25110	74.56	VW25110	Mark Thomas Ford	Supplies
25111	3625.00	VW25111	MPH Industries, Inc.	Antenna Radar Pkg
25112	152.65	VW25112	Michael Mannella	May Opt Out
25113	3071.03	VW25113	Ohio Treasurer, Josh Mandel	OPWC Loans 2015
25114	1480.84	VW25114	Ohio Edison	Service
25115	150.00	VW25115	Ohio Police and Fire Pension Fund	Penalty
25116	11786.34	VW25116	Ohio Insurance Services Agency, Inc.	Insurance
25117	739.30	VW25117	Ohio Edison	Service
25118	85.25	VW25118	Professional ID Cards, Inc.	Supplies
25119	229.52	VW25119	Protect-N-Shred, Inc.	Service
25120	85.00	VW25120	PTNE, Inc.	Service
25121	229.81	VW25121	Regional Collection Services, Inc.	Service
25122	189.58	VW25122	Sunburst Environmental Service, Inc.	Service
25123	1507.40	VW25123	Standard Law Enforcement Supply Co	Supplies
25124	300.00	VW25124	Schultz Towing, Inc.	Tows
25125	325.00	VW25125	Standard Insurance Company RD	Insurance
25126	160.00	VW25126	The Trumbull Township Association	Association Dues
25127	343.36	VW25127	Time Warner Cable-Northeast	Service
25128	74.97	VW25128	Tractor Supply Credit Plan	Supplies
25129	496.15	VW25129	Vision Service Plan-(OH)	Insurance
25130	4359.36	VW25130	Wex Bank	Gasoline/Diesel
	=====			
	48312.32		Total Amount of Pending Warrants	

Police Department Agenda for Monday June 1, 2015

Thu 5/28/2015 10:16 AM

**From:** Michael Hovis

**To:** rdrew@bazettatwp.org

**Cc:** fparke@bazettatwp.org



Rita,

The police department agenda is as follows for Monday June 1, 2015 meeting:

1. To accept the resignation of Part-Time Officer Richard L. Tackett (resignation letter attached) effective May 30, 2015.
2. To sell from the impound lot a 1995 Honda Sedan Vin #IHGEG8551SL015985.

Thank you in advance and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

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

May 17, 2015

To: Chief Michael Hovis  
From: Richard L. Tackett

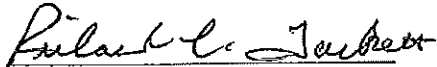
Dear Chief Hovis,

It is with deepest regrets that I must resign my position with the Bazetta Twp. Police Dept. effective on Saturday May 30, 2015.

It has been a pleasure and privilege working with you and all the fellow officers of the department.

This is a very hard decision to make, but I feel it is the right decision. I wish the best for the Department for I believe it to be the best Police Department in Trumbull County.

Sincerely,

A handwritten signature in cursive script that reads "Richard L. Tackett". The signature is written in dark ink and is positioned above the printed name.

Richard L. Tackett

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 5/26/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: June 1, 2015 Trustee's  
Cc: File, Fiscal Officer

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Attached is the May 2015 Fire Department monthly report.
2. Would like to discuss if the Trustees would like me to schedule the 75' Quint Aerial device for ladder testing and all ground ladders for Ladder Truck and Engine. The Trumbull County Fire Chiefs went as a group (regional) to get quotes on doing all the Aerial Fire Trucks and all the ground ladders in Trumbull County. The Trumbull County Fire Chiefs have selected Ohio Cat as they came in with the low quote. This expenditure will be less than \$1000.00. I just want to make sure that the Trustees want to continue testing the Aerial apparatus. This current piece of equipment is in full operation at this date and time. An email was sent to Trustee Webb on May 26, 2015
3. Would like to discuss with the Trustees the Fire Departments Self Contained Breathing Apparatus (SCBA). The annual test will be conducted in August or September. The Trumbull County Fire Chiefs Association also decided to go as a group to get quotes in the attempt to save money. This saved each department approximately \$11 dollars a SCBA. The expenditure that I would be requesting in the future from Warren Fire Equipment would for \$1500.00
4. Would like to discuss how the Trustees would like me to staff the fire station during the Trumbull County Fair. In the previous years we added two additional full time employees from 11am to 11pm. This results into 24 hours of overtime a day for six days. In the best case scenario this would give us six personnel on a day during the fair. This does not always happen as sometimes part-time staff does not have the availability to work during that week and we would have five personnel on. I am requesting your approval on staffing the station during the week of the fair July 14 – 19, 2015 with the additional two full time staff during the hours of 11am to 11pm. As this is the first of

June and the fair is in mid July this would give the full time employees enough time to adjust their schedules for the week of the fair.

5. On May 20, 2015, sometime in the afternoon I went to the administration building and seen copies of the Social Media Policy in my mailbox with a little sticky note on top stating "please have each employee sign & return". I was unaware that I was to distribute the social media policy to the fire department personnel until the department head called me on Wednesday, May 20, 2015. I am asking the Trustees if they would like me to set up a meeting with union officials to discuss the social media policy before it is distributed to the full time employees. Also, would the Trustees like me to distribute to the part-time employees before or if the Trustees want me to meet with the union officials about the policy? I have attached a letter for your review that would be attached to each social media policy distributed. The date for the return of the social media policy can be changed, just let me know what date the Trustees would like the Social Media Policy signature sheet returned. Emailed Trustee Webb on May 26, 2015.
6. Would like to discuss The Ohio Fire & Rescue Officer Conference from July 16 – 20, 2014 in Columbus, Ohio. I would like to attend this conference from July 17 to July 20, 2015 as this conference is going on the Trumbull County Fair will be going on from July 14 to 19, 2015.
7. At the June 15, 2015 Trustees meeting I will be requesting approval for equipment on the Firefighter Assistance Grant Regional Grant. This would be exactly how we handled the first purchase of equipment. We would request money prior to disbursement of any checks. Basically money in – money out.
8. I am requesting that the Trustees allow me to put up a to-do list or project list for June, July, & August 2015.

Professionally,  
Dennis Lewis  
Fire Chief



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	2	1.81%	\$0	0.00%
	<u>2</u>	<u>1.81%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	68	61.81%	\$0	0.00%
322 Motor vehicle accident with injuries	6	5.45%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	3.63%	\$0	0.00%
	<u>78</u>	<u>70.90%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	0.90%	\$0	0.00%
442 Overheated motor	2	1.81%	\$0	0.00%
444 Power line down	3	2.72%	\$0	0.00%
	<u>6</u>	<u>5.45%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
511 Lock-out	2	1.81%	\$0	0.00%
542 Animal rescue	1	0.90%	\$0	0.00%
551 Assist police or other governmental agency	1	0.90%	\$0	0.00%
553 Public service	3	2.72%	\$0	0.00%
554 Assist invalid	1	0.90%	\$0	0.00%
561 Unauthorized burning	2	1.81%	\$0	0.00%
	<u>10</u>	<u>9.09%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	3	2.72%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	2	1.81%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	1.81%	\$0	0.00%
651 Smoke scare, odor of smoke	1	0.90%	\$0	0.00%
	<u>8</u>	<u>7.27%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
741 Sprinkler activation, no fire -	1	0.90%	\$0	0.00%
744 Detector activation, no fire -	1	0.90%	\$0	0.00%
745 Alarm system activation, no fire -	1	0.90%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	3	2.72%	\$0	0.00%
8 Severe Weather & Natural Disaster				
800 Severe weather or natural disaster, Other	3	2.72%	\$0	0.00%
	3	2.72%	\$0	0.00%
Total Incident Count: 110			Total Est Loss: \$0	

BAZETTA

Aid Responses by Department (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}

Type of Aid	Count
STA. 12 CORTLAND FIRE DEPARTMENT	
Automatic aid received	1
Mutual aid given	1
	<hr/>
	2
STA. 19 BURGHILL VERNON	
Mutual aid given	1
	<hr/>
	1
STA. 21 CHAMPION FIRE DEPARTMENT	
Automatic aid received	1
	<hr/>
	1
STA. 30 HOWLAND	
Automatic aid received	1
	<hr/>
	1
STA. 32 HOWLAND	
Automatic aid given	1
	<hr/>
	1
STA. 38 MECCA FIRE DEPARTMENT	
Automatic aid received	1
	<hr/>
	1

BAZETTA

Inspections by Type

Date Completed Between {05/01/2015} And  
{05/31/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
05/05/2015	08:18	ARBO01 Arbor Apartments 3569 IVY HILL CIRCLE SOUTH RD NE	0.12	
05/05/2015	14:32	AINS01 ANISLEY 500 HEATING 2428 ELM RD NE	0.22	
05/05/2015	13:51	BURN01 BURNETT POOLS 2498 ELM RD NE	0.56	
05/05/2015	12:37	RCIG01 "R" Cigars 3539 ELM RD NE	0.36	
05/11/2015	09:56	BAZE008 Lakeview Learning Center 2525 BURNETT DR NE	0.12	
05/11/2015	10:31	BAZE07 Bazetta Elementary School 2755 BAZETTA RD NE	0.17	
05/11/2015	10:17	ELMR01 Dr. Naples 2251 ELM RD NE	0.10	
05/11/2015	09:50	PLAN01 PLANNED PARENTHOOD 2668 ELM RD NE	0.04	
05/11/2015	09:43	VALL01 VALLY CARE LAB 2660 ELM RD NE	0.05	
05/11/2015	12:42	VLAD01 VLAD PEDIATRICS 2654 ELM RD NE	0.09	
05/05/2015	13:04	EVEL01 EVELYN'S HAIR DESIGN 3355 NILES CORTLAND RD NE	0.27	
05/05/2015	13:29	LAKE03 LAKESIDE SPORTS SHOP 2115 STATE ROUTE 305 NE	0.20	
05/05/2015	09:21	ATTW01 AT&T WIRELESS 2205 ELM RD NE	0.11	
05/05/2015	10:12	BAZE02 BAZETTA TOWNSHIP ROAD DEPARTMENT 221 STATE ROUTE 305 NE	0.23	
05/05/2015	11:41	BOBL01 BOB LUSCHER CONSTRUCTION 2342 MCCLEARY JACOBY RD NE	0.32	
05/05/2015	12:09	KATI01 Katies Corner 3260 STATE ROUTE 5	0.19	
05/05/2015	09:33	MURP02 MURPHY USA 2021 MILLENNIUM BLVD NE	0.15	
05/05/2015	08:35	PREM01 PREMIER CARE PEDIATRICS INC. 2642 ELM RD NE	0.15	
05/05/2015	08:52	RICK01 RICK'S AUTO SERVICE 2549 ELM RD NE	0.27	

BAZETTA

Inspections by Type

Date Completed Between {05/01/2015} And  
{05/31/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
05/05/2015	10:00	THE001 The Ohio State Driving Academy LLC 3290 ELM RD NE	0.14	
05/11/2015	09:47	PLAS01 PLASTIC AND RECONSTRUCTIVE SURGERY 2662 ELM RD NE	0.03	
Total Activities for Type: 21			3.89	

Grand Total Activities: 21 Grand Totals: 3.89 0.00

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
and District = "13 "

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	44	70.96%	\$0	0.00%
322 Motor vehicle accident with injuries	2	3.22%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	4.83%	\$0	0.00%
	<u>49</u>	<u>79.03%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	1.61%	\$0	0.00%
444 Power line down	2	3.22%	\$0	0.00%
	<u>3</u>	<u>4.83%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
511 Lock-out	2	3.22%	\$0	0.00%
551 Assist police or other governmental agency	1	1.61%	\$0	0.00%
553 Public service	2	3.22%	\$0	0.00%
554 Assist invalid	1	1.61%	\$0	0.00%
	<u>6</u>	<u>9.67%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
622 No Incident found on arrival at dispatch	1	1.61%	\$0	0.00%
	<u>1</u>	<u>1.61%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
744 Detector activation, no fire -	1	1.61%	\$0	0.00%
745 Alarm system activation, no fire -	1	1.61%	\$0	0.00%
	<u>2</u>	<u>3.22%</u>	<u>\$0</u>	<u>0.00%</u>
<b>8 Severe Weather &amp; Natural Disaster</b>				
800 Severe weather or natural disaster, Other	1	1.61%	\$0	0.00%
	<u>1</u>	<u>1.61%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>62</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
 and District = "13 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	21	72.41%	\$0	0.00%
322 Motor vehicle accident with injuries	2	6.89%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	3.44%	\$0	0.00%
	<u>24</u>	<u>82.75%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	3.44%	\$0	0.00%
	<u>1</u>	<u>3.44%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
551 Assist police or other governmental agency	1	3.44%	\$0	0.00%
553 Public service	1	3.44%	\$0	0.00%
	<u>2</u>	<u>6.89%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
622 No Incident found on arrival at dispatch	1	3.44%	\$0	0.00%
	<u>1</u>	<u>3.44%</u>	<u>\$0</u>	<u>0.00%</u>
<b>8 Severe Weather &amp; Natural Disaster</b>				
800 Severe weather or natural disaster, Other	1	3.44%	\$0	0.00%
	<u>1</u>	<u>3.44%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>29</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
 and District = "13 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	24	68.57%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	5.71%	\$0	0.00%
	<u>26</u>	<u>74.28%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	2	5.71%	\$0	0.00%
	<u>2</u>	<u>5.71%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
511 Lock-out	2	5.71%	\$0	0.00%
553 Public service	1	2.85%	\$0	0.00%
554 Assist invalid	1	2.85%	\$0	0.00%
	<u>4</u>	<u>11.42%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
744 Detector activation, no fire -	1	2.85%	\$0	0.00%
745 Alarm system activation, no fire -	1	2.85%	\$0	0.00%
	<u>2</u>	<u>5.71%</u>	<u>\$0</u>	<u>0.00%</u>
<b>8 Severe Weather &amp; Natural Disaster</b>				
800 Severe weather or natural disaster, Other	1	2.85%	\$0	0.00%
	<u>1</u>	<u>2.85%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>35</b>		<b>Total Est Loss:</b>	<b>\$0</b>



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
 and District = "11 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	4.76%	\$0	0.00%
	<u>1</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	13	61.90%	\$0	0.00%
322 Motor vehicle accident with injuries	1	4.76%	\$0	0.00%
	<u>14</u>	<u>66.66%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
442 Overheated motor	1	4.76%	\$0	0.00%
	<u>1</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	4.76%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	4.76%	\$0	0.00%
	<u>2</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
741 Sprinkler activation, no fire -	1	4.76%	\$0	0.00%
	<u>1</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>8 Severe Weather &amp; Natural Disaster</b>				
800 Severe weather or natural disaster, Other	2	9.52%	\$0	0.00%
	<u>2</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>21</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
and District = "11 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	2	4.54%	\$0	0.00%
	<u>2</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	23	52.27%	\$0	0.00%
322 Motor vehicle accident with injuries	4	9.09%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.27%	\$0	0.00%
	<u>28</u>	<u>63.63%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
442 Overheated motor	2	4.54%	\$0	0.00%
444 Power line down	1	2.27%	\$0	0.00%
	<u>3</u>	<u>6.81%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
542 Animal rescue	1	2.27%	\$0	0.00%
553 Public service	1	2.27%	\$0	0.00%
561 Unauthorized burning	1	2.27%	\$0	0.00%
	<u>3</u>	<u>6.81%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	4.54%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	2.27%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	2.27%	\$0	0.00%
651 Smoke scare, odor of smoke	1	2.27%	\$0	0.00%
	<u>5</u>	<u>11.36%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
741 Sprinkler activation, no fire -	1	2.27%	\$0	0.00%
	<u>1</u>	<u>2.27%</u>	<u>\$0</u>	<u>0.00%</u>
<b>8 Severe Weather &amp; Natural Disaster</b>				
800 Severe weather or natural disaster, Other	2	4.54%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
and District = "11 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
8 Severe Weather & Natural Disaster	2	4.54%	\$0	0.00%

Total Incident Count: 44

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {05/01/2015} And {05/31/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	4.34%	\$0	0.00%
	<u>1</u>	<u>4.34%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	10	43.47%	\$0	0.00%
322 Motor vehicle accident with injuries	3	13.04%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	4.34%	\$0	0.00%
	<u>14</u>	<u>60.86%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
442 Overheated motor	1	4.34%	\$0	0.00%
444 Power line down	1	4.34%	\$0	0.00%
	<u>2</u>	<u>8.69%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
542 Animal rescue	1	4.34%	\$0	0.00%
553 Public service	1	4.34%	\$0	0.00%
561 Unauthorized burning	1	4.34%	\$0	0.00%
	<u>3</u>	<u>13.04%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	4.34%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	4.34%	\$0	0.00%
651 Smoke scare, odor of smoke	1	4.34%	\$0	0.00%
	<u>3</u>	<u>13.04%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>23</b>		<b>Total Est Loss:</b>	<b>\$0</b>

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: June 15, 2015 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

Present:  
Vice Chairman Trustee Paul Hovis  
Chairman Trustee Ted Webb  
Fiscal Officer Rita K. Drew

- Trustee Hovis reminded the assemblage of the Public Comment procedures

**171-15** To accept the minutes from the June 1 Regular Meeting, with the correction of a typo on page 2.

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

**172-15** To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

**173-15** To approve the attached *Alternative Tax Budget Information Trumbull County*.

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

**174-15** To approve the attached *Pick-Up Resolution for Existing Pick-Up Plan*.

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

**175-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (1.5 mill General Fund Additional Levy)*.

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

**176-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (0.6 mill Road & Bridge Fund Renewal Levy)*.

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

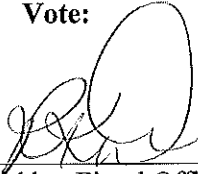
**177-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (1.8 mill Police Fund Renewal Levy)*.


**Public Comment:**

- Robert Lewis of Durst Clagg Road
  - Complimented Road Superintendent Parke and his department's work in addressing recent problems
  - Commended Chiefs Hovis and Lewis for putting Safety Day together

**192-15** To adjourn the meeting at 7:22pm.

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

  
\_\_\_\_\_  
Attested by: Fiscal Officer Rita K. Drew      Dated: 6-19-15

  
\_\_\_\_\_  
Approved by: Chairman Trustee Ted Webb      Dated: 7/6/15

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

**178-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (0.6 mill Police Equipment Fund Renewal Levy)*.

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

**179-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (0.8 mill Fire Fund Renewal Levy)*.

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

- Trustee Webb explained that the township is putting all upcoming levies for the their first motion now and will make the decision about which ones to put on the November ballot after funds generated information is returned by the Trumbull County Auditor

**180-15** To approve the attached *Pitney Bowes Global Financial Services Agreement*.

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

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

- Ballots from Ohio Protection Service for open Trustee positions
- Copy of a letter from Trumbull County Engineer to Trumbull County Commissioners regarding a permit to haul or move overweight equipment over Elm Road

**Administration:**

- Trustee Hovis stated there would be a Trumbull Township Association Meeting on Thursday
  - There will be an update on new legislation regarding injection wells given at said meeting
- Trustee Webb reminded that mosquito spraying would be taking place on Wednesday night, with Thursday night as the rain date

**Fire Department:**

- See Attached Agenda

**181-15** To approve an expenditure not to exceed \$1,000.00 for aerial and ground ladder testing from Ohio CAT, to be paid from the Fire Fund.

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

**182-15** To approve an expenditure not to exceed \$1,500.00 for self contained breathing apparatus from Warren Fire Equipment, to be paid from the Fire Fund.

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

**183-15** To approve an expenditure not to exceed \$1,500.00 to replace rod ends, brake cylinders and brake pads for Rescue 11 from D&T P. M. Repair, to be paid from the Fire Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Webb

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

**184-15** To approve an expenditure not to exceed \$963.00 to attend the Ohio Fire & Rescue Officer Conference from July 17 – 20, 2014 in Columbus, Ohio, to be paid from the Fire Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Webb

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

**185-15** To approve an expenditure of \$3,163.85 for 14 computer mount brackets from D.R. Ebel Police & Fire Equipment, to be paid from the Fire Fighters Assistance Grant Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Webb

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

**186-15** To approve an expenditure of \$38,626.20 for 40 computer mount brackets from Hudson Communications LLC, to be paid from the Fire Fighters Assistance Grant Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Webb

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

- Chief Lewis explained that computer mount brackets are part of a regional grant that Bazetta was the host for and that these monies will be reimbursed to the township via the grant

**Police Department:**

- See Attached Report
- Chief Hovis reported that Safety Day was a success

**187-15** 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.

*2000 Buick Century (VIN 5103)*

**Motion:** Trustee Hovis

**Second:** Trustee Webb

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

**Road Department:**

- Road Superintendent Parke reported the following
  - Millenium Drive project is 95% complete
  - Only permanent striping not yet finished
  - Only a few complaints

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

- Zoning Inspector Mills reported the following
  - Turned in the first of this year's nuisance abatement bills with more to follow as he begins to inspect new properties
  - Has received complaints about several properties that he is working on now
  - Housing permits have been issued for 4-5 new homes being constructed in the township



**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Zoning Inspector Mills stated that the next Quarterly Meeting would be July 1 at 7pm at the Administration Building

**188-15** To approve the attached §505.87 Resolutions #1.

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

**189-15** To approve the attached §505.87 Resolutions for Abatement of Weeds and Grass Only.

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

**190-15** To approve the attached §505.87 Resolutions #2 for Use When Hiring Contract Hauler.

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

**Parks & Recreation Board:**

- Board Member Roman asked how the recently purchased bench would be paid for
  - Fiscal Officer Drew said to bring her an invoice and she would take care of it
- Trustee Webb reported that, last week, there had been a dedication to Carol Braden and her contributions to the park

**191-15** To establish the 2nd Tuesday of the month at 7pm as the meeting time for all future Parks & Recreation Board Meetings.

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

- Trustee Webb asked Board Member Roman if he would inform the other Members of the change
  - Board Member Roman said he would

**Safety Committee:**

- Nothing to report
- Trustee Webb reported that the committee of department heads and himself have been meeting on Friday mornings
  - Discussing creation of a newsletter to send out to Bazetta residents regarding how departments are saving money
  - Hoping to have the first letter go out in September

**Health Insurance Committee:**

- Chief Hovis reported that the township is still saving 2.5% on its healthcare premiums

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

- None

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	17482.19	VW 1	The Huntington National Bank	Loan Contract
2	145.94	VW 2	The Huntington National Bank	Services Charges
25183	185.42	VW25183	Advance Auto Parts	Parts
25184	3075.00	VW25184	Attorney Mark S. Finamore	April Overages
25185	213.82	VW25185	Ainsley Oil Company	Supplies
25186	172.67	VW25186	Automotive Distributors Warehouse	Supplies
25187	136.00	VW25187	Atwell's Police and Fire Equipment	Supplies
25188	4016.74	VW25188	BE Solutions	Claims Runs
25189	500.00	VW25189	Bud's Towing & Recovery, LLC	May Tows
25190	609.00	VW25190	BE Solutions	Mo Admin Fees
25191	673.66	VW25191	D&T P.M. Truck Repairs LLC	Service/Supplies
25192	166.23	VW25192	Dominion East Ohio	Service
25193	160.99	VW25193	Network Billing Systems, LLC	Service
25194	26.78	VW25194	Handyman Supply Inc.	Supplies
25195	106.42	VW25195	Home Depot Credit Services	Supplies
25196	798.00	VW25196	INC 4M Emergency Systems	Service
25197	47.12	VW25197	Orwell Natural Gas	Service
25198	1386.00	VW25198	Ohio Billing, Inc.	EMS Contracts
25199	10.00	VW25199	Phyllis Fox	Overpayment of Shelter Res
25200	197.31	VW25200	Regional Collection Services, Inc.	Service
25201	61.25	VW25201	Respiratory Care Partners, Inc.	EMS Supplies
25202	100.00	VW25202	Schultz Towing, Inc.	Towing
25203	157.00	VW25203	Southeastern Emergency Equipment	EMS Supplies
25204	450.00	VW25204	Tamglewood Tree Service	Service
25205	202.69	VW25205	Trumbull County Water and Sewer	Service
25206	189.90	VW25206	Time Warner Cable-Northeast	Service
25207	112.41	VW25207	Walmart Business/SYNCB	Supplies
=====				
	31382.54		Total Amount of Pending Warrants	

# ALTERNATIVE TAX BUDGET INFORMATION

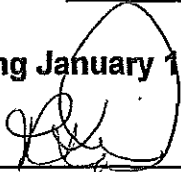
## TRUMBULL COUNTY

Name of Township

Bazetta Township

For the Fiscal Year Commencing January 1, 2016

Fiscal Officer Signature



Date

06-15-15

Bazetta

Township

Schedule 1

**STATEMENT OF FUND ACTIVITY**

(Complete only for General Fund, Bond Retirement Fund  
and any other funds requesting general property tax revenue)

**FUND: GENERAL**

DESCRIPTION	Actual Jan 1-Dec. 31 2014	Budgeted FY Jan 1-Dec. 31 2015 Estimate	Budgeted FY Jan 1-Dec. 31 2016 Estimate
Beginning Unencumbered Fund Balance	62,479.97	593,006.00	386,939.92
Revenues:			
Health Department	12,045.33	20,000.00	20,000.00
Property Taxes	167,217.31	161,515.29	142,000.00
Local Government	52,937.62	58,223.44	52,812.00
All Other Receipts	187,811.61	133,000.00	133,000.00
Total Resources	1,086,491.84	965,744.73	734,751.92
Total Expenditures & Encumbrances	1,027,185.84	578,804.81	570,000.00
Ending Unencumbered Fund Balance	593,006.00	386,939.92	164,751.92

**FUND: Road & Bridge**

DESCRIPTION	Actual Jan. 1-Dec. 31 2014	Budgeted FY Jan 1-Dec. 31 2015 Estimate	Budgeted FY Jan. 1-Dec. 31 2016 Estimate
Beginning Unencumbered Fund Balance	146,383.58	132,268.37	74,019.60
Revenues:			
Property Taxes	197,426.28	182,751.23	180,000.00
All Other Receipts	47,505.60	35,300.00	35,300.00
Total Resources	391,315.46	350,519.60	289,519.60
Total Expenditures & Encumbrances	259,047.09	276,500.00	260,000.00
Ending Unencumbered Fund Balance	132,268.37	74,019.60	29,519.60

Bazetta

Township

Schedule 1

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund, Bond Retirement Fund and any other funds requesting general property tax revenue)

FUND: ~~GENERAL~~ Police District

DESCRIPTION	Actual Jan 1-Dec. 31 2014	Budgeted FY Jan 1-Dec. 31 2015 Estimate	Budgeted FY Jan 1-Dec. 31 2016 Estimate
Beginning Unencumbered Fund Balance	99,566.75	142,193.25	126,426.75
Revenues:			
<del>Health Department</del>			
Property Taxes	688,439.18	699,633.50	690,000.00
<del>Local Government</del>			
All Other Receipts	240,133.96	187,500.00	187,500.00
Total Resources	1,028,079.89	1,029,226.75	1,003,926.75
Total Expenditures & Encumbrances	885,986.64	902,800.00	900,000.00
Ending Unencumbered Fund Balance	142,093.25	126,426.75	103,926.75

FUND: ~~Road & Bridge~~ Police Equipment

DESCRIPTION	Actual Jan. 1-Dec. 31 2014	Budgeted FY Jan 1-Dec. 31 2015 Estimate	Budgeted FY Jan. 1-Dec. 31 2016 Estimate
Beginning Unencumbered Fund Balance	3,538.20	0.00	0.00
Revenues:			
Property Taxes	45,142.96	49,400.00	49,000.00
All Other Receipts	15,401.10	20,600.00	20,000.00
Total Resources	66,082.26	70,000.00	69,000.00
Total Expenditures & Encumbrances	66,082.26	70,000.00	69,000.00
Ending Unencumbered Fund Balance	0.00	0.00	0.00

Barzetta

Township

Schedule 1

STATEMENT OF FUND ACTIVITY

(Complete only for General Fund, Bond Retirement Fund and any other funds requesting general property tax revenue)

FUND: ~~GENERAL~~ Fire

DESCRIPTION	Actual Jan 1-Dec. 31 2014	Budgeted FY Jan 1-Dec. 31 2015 Estimate	Budgeted FY Jan 1-Dec. 31 2016 Estimate
Beginning Unencumbered Fund Balance	559,173.68	567,554.34	108,158.33
Revenues:			
<del>Health Department</del>			
Property Taxes	849,549.66	858,903.99	850,000.00
<del>Local Government</del>			
All Other Receipts	509,786.15	347,200.00	350,000.00
Total Resources	1,918,509.49	1,773,658.33	1,308,158.33
Total Expenditures & Encumbrances	1,350,955.15	1,665,500.00	1,300,000.00
Ending Unencumbered Fund Balance	567,554.34	108,158.33	8,158.33

FUND: ~~Road & Bridge~~ Bond Retirement

DESCRIPTION	Actual Jan. 1-Dec. 31 2014	Budgeted FY Jan 1-Dec. 31 2015 Estimate	Budgeted FY Jan. 1-Dec. 31 2016 Estimate
Beginning Unencumbered Fund Balance	0.00	0.00	0.00
Revenues:			
Property Taxes	11,665.66	29,157.85	34,678.98
All Other Receipts	0.00	0.00	0.00
Total Resources	11,665.66	29,157.85	34,678.98
Total Expenditures & Encumbrances	11,665.66	29,157.85	34,678.98
Ending Unencumbered Fund Balance	0.00	0.00	0.00

Pazetta

TOWNSHIP

Schedule 2

**STATEMENT OF FUND ACTIVITY**

( Funds with Revenue Other Than Local Taxes)

Add Additional Funds as Necessary

FUND NAME	Beginning Estimated Unencumbered Fund Balance	2016 Total Estimated Receipts	Total Resources Available For Expenditure	Total Estimated Expenditures and Encumbrances
Motor Vehicle License Fund	2,310.69	7,500.00	9,810.69	7,500.00
Gasoline Tax Fund	94,196.64	85,000.00	179,196.64	131,500.00
Cemetery Fund	9,696.86	81,000.00	93,968.86	91,000.00
Cemetery Bequest Fund	3,775.40	175.00	3,950.40	175.00
Lighting Assessment Fund	0.00	8,705.00	8,705.00	8,705.00
Zoning Fund	4,436.02	34,000.00	38,436.02	38,000.00
Drug Law Enforcement Fund	21,264.76	500.00	21,764.76	21,000.00
Issue II Fund	0.00	0.00	0.00	0.00
OMV Fund	997.84	2,400.00	3,397.84	3,300.00
Firefighters Assistance	750.00	179,913.00	180,663.00	180,663.00
OPWC Road Projects	0.00	160,318.70	160,318.70	160,318.70
fire/EUS Training	1,297.81	500.00	1,797.81	1,095.00
<b>TOTAL</b>	138,746.02	363,611.70	701,751.72	643,356.70





## **PICK-UP RESOLUTION FOR EXISTING PICK-UP PLAN**

### **AMENDED RESOLUTION OF THE BOARD OF TRUSTEES OF BAZETTA TOWNSHIP, TRUMBULL COUNTY, OHIO**

The Board of Trustees of Bazetta Township, Trumbull County, Ohio met at a duly called and authorized meeting of the Bazetta Township Board of Trustees on the date set forth below, such meeting being duly called pursuant to a notice stating the time, place, and purpose of the meeting received by all Board members, and the following resolutions were made, seconded, and adopted by those present at the meeting.

WHEREAS, the eligible employees of Bazetta Township Fire Department participate in the Ohio Police & Fire Pension Fund;

WHEREAS, the Bazetta Township Board of Trustees has previously adopted a pick-up of 10% of the eleven and a half percent (11.50%) mandatory contributions required to be paid under Section 742.31 of the Ohio Revised Code for participating employees of Bazetta Township Fire Department who are members of the Ohio Police & Fire Pension Fund;

WHEREAS, Ohio Police & Fire Pension Fund has adopted new procedures for reporting picked-up contributions in order to properly prepare 1099-R forms for its members;

WHEREAS, the Bazetta Township Board of Trustees wishes to amend its prior resolution in order to continue the pick-up under the new procedures;

NOW, THEREFORE, BE IT RESOLVED, that effective as of December 21, 2014, the Bazetta Township Board of Trustees has determined to pick-up up 100% of the eleven and a half percent (11.50%) mandatory by employees who are members of the Ohio Police & Fire Pension Fund by paying the contributions on behalf of the employee;

BE IT FURTHER RESOLVED, that said picked-up contributions paid by the employer, even though designated as employee contributions for state law purposes, are being paid by the Bazetta Township Board of Trustees in lieu of said contributions by the employee;

BE IT FURTHER RESOLVED, that said picked-up contributions will not be included in the gross income of the employees for tax reporting purposes, that is,

for federal or state income tax withholding taxes, until distributed from the Ohio Police & Fire Pension Fund;

BE IT FURTHER RESOLVED, that said picked-up contributions will be included in the gross income of the employees, for employment tax purposes, as the contributions are made to the Ohio Police & Fire Pension Fund; and

BE IT FURTHER RESOLVED, that said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the Bazetta Township Board of Trustees to the Ohio Police & Fire Pension Fund.

Dated this 15th day of June, 2015.



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Rita K. Drew, Bazetta Township Fiscal Officer

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #175-15 (Additional General Fund Tax Levy 1.5 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 15th day June, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a additional tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, for the current expenses of said township, at a rate not exceeding \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2015, collection year beginning 2016.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the general election to be held on the 3rd of November, 2015; and

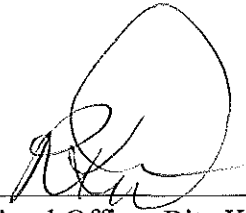
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Webb seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Absent  
Trustee Webb - Yes

Adopted the 15th day of June, 2015.



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Fiscal Officer Rita K. Drew

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #176-15 (Renewal Road & Bridge Fund Tax Levy 0.6 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 15th day June, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (G), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (G), and ORC §5705.191, for the general construction, reconstruction, resurfacing, and repair of streets, roads, and bridges, at a rate not exceeding \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the general election to be held on the 3rd of November, 2015; and

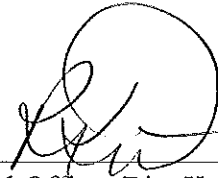
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (G), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Webb seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Absent  
Trustee Webb - Yes

Adopted the 15th day of June, 2015.



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Fiscal Officer Rita K. Drew

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #177-15 (Renewal Police Fund Tax Levy 1.8 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 15th day June, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, for providing and maintaining motor vehicles, communications, and other equipment used directly in the operation of a police department, or the payment of salaries of permanent police personnel, including the payment of police officer employer' contribution required under §742.33 or the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, or the provision of ambulance or emergency medical services operated by a police department, at a rate not exceeding \$0.18 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 3rd of November, 2015; and

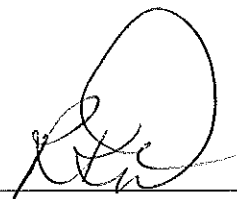
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Webb seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Absent  
Trustee Webb - Yes

Adopted the 15th day of June, 2015.



---

Fiscal Officer Rita K. Drew



**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #178-15 (Renewal Police Equipment Fund Tax Levy 0.6 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 15th day June, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, for providing and maintaining motor vehicles, communications, other equipment, buildings and sites for such buildings used directly in the operation of a police department, or the payment of salaries of permanent police personnel, including the payment of police officer employer' contribution required under §742.33 or the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, or the provision of ambulance or emergency medical services operated by a police department, at a rate not exceeding \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 3rd of November, 2015; and

**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Webb seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Absent  
Trustee Webb - Yes

Adopted the 15th day of June, 2015.



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Fiscal Officer Rita K. Drew

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #179-15 (Renewal Fire Fund Tax Levy 0.8 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 15th day June, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191, for providing and maintaining fire apparatus, appliance buildings, or sites therefore, or sources of water supply and materials therefore, or the establishment and maintenance of lines of fire alarm telegraph, or the payment of permanent, part-time, or volunteer firefighters personnel or fire fighting companies to operate the same, including the payment of firefighter employers' contribution required under ORC §742.34 or to purchase ambulance equipment, or to provide ambulance, paramedic, or other emergency medical services operated by a fire department or fire fighting company, at a rate not exceeding \$0.08 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 3rd of November, 2015; and

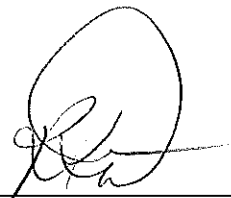
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Webb seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Absent  
Trustee Webb - Yes

Adopted the 15th day of June, 2015.



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Fiscal Officer Rita K. Drew

**PITNEY BOWES GLOBAL FINANCIAL SERVICES AGREEMENT  
STATE & LOCAL FAIR MARKET VALUE LEASE**

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 Agreement Number

**Your Business Information**

**BAZETTA TOWNSHIP** #34-0939309

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Full Legal Name of Lessee	DBA Name of Lessee	Tax ID # (FEIN/TIN)	
3372 STATE ROUTE 5	CORTLAND	OH	44410-1627
Billing Address: Street	City	State	Zip+4
		20744284868	
Billing Contact Name	Billing Contact Phone #	Billing CAN #	
3372 STATE ROUTE 5	CORTLAND	OH 44410-1627	
Installation Address (If different from billing address) : Street	City	State	Zip+4
		20744284868	
Installation Contact Name	Installation Contact Phone #	Installation CAN #	
Fiscal Period (from - to)	Customer PO #	Delivery CAN #	

**Your Business Needs**

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1	<input checked="" type="checkbox"/> Service Level Agreement <small>Tier 1 - Provides repair and maintenance service for equipment (Standard SLA)</small>
1	DM125 Desktop Mailing System	
1	IntelliLink Interface / PSD for DM125 / DM225	<input type="checkbox"/> Software Maintenance (additional terms apply) - Provides revision updates & technical assistance
1	Basic Accounting (10 Dept)	
1	2lb Integrated Weighing	<input checked="" type="checkbox"/> Soft-Guard® Subscription - Provides postal and carrier updates <small>If you do not choose Soft-Guard protection with your lease, you will automatically receive updates at PB's current rates.</small>
1	Integrated Weighing Platform	
1	Moistener for DM125	<input checked="" type="checkbox"/> IntelliLink® Subscription/ Meter Rental - Provides simplified billing and includes postage resets <input type="checkbox"/> Value Based Services <input type="checkbox"/> Purchase Power® credit line
1	pbSmartPostage Free	
1	Professional Installation for DM100/DM125	<input type="checkbox"/> Permit Mail Payment Service - Allows you to consolidate permit postage with metered postage under one account. As a permit mail user, we need USPS forms 6001, 6002, and 6003, along with the Permit Enrollment form, to activate your Permit Mail Payment service. <input type="checkbox"/> YES PBGFS ValueMAX® Program <input checked="" type="checkbox"/> (x) No Enrollment (I will provide proof of insurance within the next 30 days as noted in paragraph L9)
1	IntelliLink Subscription	

**Your Payment Plan**

Number Of Months	Monthly Amount	Billed Quarterly At*	
First	60	\$54	\$162


\*Does not include any applicable taxes.

Required advance check of \$( ) received  
 Tax Exempt# State Tax (If applicable)  
 Tax Exempt Certificate Attached  
 Tax Exempt Certificate Not Required

**Your Signature Below**

**Non-Appropriations.** You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including those contained on page 2 and those located in the Pitney Bowes Terms (Version 2/13), which are available at [www.pb.com/terms](http://www.pb.com/terms) and are incorporated by reference. The lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below. The lease requires you either to provide proof of insurance or instead participate in the Pitney Bowes ValueMAX equipment protection program (see paragraph L9 page 2) for an additional fee.


06-15-15

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Customer Signature	Date	
Rita K. Drew	06-15-15	
Print Name	Title	Email Address
Rita K. Drew	Fiscal Officer	rdrew@bazettatwp.org

**Sales Information**

Tom McLay II	473	
Account Rep Name	District Office	PBGFS Acceptance
(C0154402 3)	Page 1 of 2	See Pitney Bowes Terms for additional terms and conditions



STEC-B  
Rev. 3/15/04

### Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Phrey Barnes

(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

LOCAL GOVERNMENT - POLITICAL SUBDIVISION OF THE STATE OF OHIO

*Purchaser must state a valid reason for claiming exception or exemption.*

BAZETTA TOWNSHIP

Purchaser's name

3372 STATE ROUTE 5

Street address

CORTLAND, OH 44410

City, state, Zip code

Signature

FISCAL OFFICER

Title

JANUARY 01, 2015

Date signed

34-0939309

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

## LEASE TERMS AND CONDITIONS

This is a lease with Pitney Bowes Global Financial Services LLC (PBGFS), Pitney Bowes' leasing company. PBGFS provides leasing options to our customers. PBGFS does not warrant, service or otherwise support the equipment. Those services are provided by Pitney Bowes Inc. (PBI) as stated in the Pitney Bowes Terms. Due to federal regulations, only PBI can own an IntelliLink® Control Center or Meter. Therefore, those items are rented to you, rather than leased. Unlike the other equipment you may lease from us, you cannot purchase an IntelliLink Control Center or Meter at the end of the Agreement.

### L1. DEFINITIONS

L1.1 All capitalized terms that are not defined in this document are defined in the "Definitions" section of the Pitney Bowes Terms.

### L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L2.2 You may not cancel this Lease for any reason except as expressly set forth in Sections L10 and L11 below. All payment obligations are unconditional.

L2.3 Our remedies for your failure to pay on time or other defaults are set forth in the "Default and Remedies" section of the Pitney Bowes Terms.

L2.4 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

### L3. PAYMENT TERMS AND OBLIGATIONS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any SOW attached to this Agreement.

L3.2 Your Quarterly Payment may include a one-time origination fee, amounts carried over from a previous unexpired lease, and other costs.

L3.3 If you request, your IntelliLink Control Center/Meter Rental fees, Service Level Agreement fees, and Soft-Guard® payments ("PBI Payments") will be included with your Quarterly Payment and begin with the start of the Lease Term. Your Quarterly Payment will increase if your PBI Payments increase.

### L4. EQUIPMENT OWNERSHIP

L4.1 We own the Equipment. PBI owns any IntelliLink Control Center or Meter. Except as stated in Section L6.1, you will not have the right to become the owner at the end of this Agreement.

### L5. LEASE TERM

L5.1 The Lease term is the number of months stated on the Order ("Lease Term").

### L6. END OF LEASE OPTIONS

L6.1 During the 90 days prior to the end of your Lease, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment, IntelliLink Control Center and/or Meter in its original condition, reasonable wear and tear excepted.

If you return the Equipment, IntelliLink Control Center and/or Meter, at our option you will either (i) properly pack them and insure them for their full replacement value (unless you are enrolled in the ValueMAX® program) and deliver them aboard a common carrier, freight prepaid, to a destination within the United States that we specify, or (ii) properly pack and return them in the return box and with the shipping label provided by us and, in either case, pay us our then applicable processing fee.

L6.2 If you do not select one of the options in Section L6.1, you shall be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may opt to cease the automatic extensions by providing us with written notice within 120 days (but no less than 30 days or such shorter period as may be contemplated by law) prior to the expiration of the then-current term of this Agreement. Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

### L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 WE (PBGFS) MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.2 PBI provides you with (and we assign to you our rights in) the limited warranty in the Pitney Bowes Terms.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

### L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and encumbrances and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and any related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

### L9. RISK OF LOSS AND VALUEMAX® PROGRAM

Because we own the equipment while you lease it from us, we need to make sure it is protected while it is in your possession. You can demonstrate to us that the equipment will be protected either by showing us that your insurance will cover the equipment or by enrolling in our fee-based ValueMAX program. The terms of that program are listed in Section L9.2.

#### L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the end of the Lease Term (including any extensions), regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of the occurrence of any Loss.
- (c) You will keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance"). YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.

#### L9.2 ValueMAX Program.

- (a) If you do not provide evidence of insurance and have not enrolled in our own program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (b) We will provide written notification reminding you of your insurance obligations described above in Section L9.1(c).
- (c) If you do not respond with evidence of insurance within the time frame specified in the notification we may immediately include the Equipment in the ValueMAX program.
- (d) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (e) If we are required to repair or replace the Equipment under the ValueMAX program and we fail to do so within 20 days of receiving your written notice of loss or damage, you may terminate this Lease.
- (f) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

### L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

### L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

### L12. MISCELLANEOUS

L12.1 If more than one lessee is named in this Lease, liability is joint and several.

L12.2 YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.

L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

# CUSTOMER CHECKLIST

## Welcome To Pitney Bowes

**THANK YOU for your business. Below are answers to some commonly asked questions about your lease. Also, you will receive a Welcome Letter containing additional lease and account information. We value you as a customer and look forward to continuing to serve your needs.**

### Important Information Regarding Your Lease and Account

- ◆ **How are taxes billed?** State-required sales tax will be added to your lease invoice. If you are tax exempt please advise your sales representative. Property tax will be billed separately by Pitney Bowes on an annual basis.
- ◆ **How often will I be invoiced?** You will be invoiced quarterly. If you are a new leasing customer, you may see a charge for "Interim Rent" on your first invoice. This is for usage of your equipment from the date of installation until your lease officially commences. After the Interim Rent period you will receive your standard lease invoice showing your quarterly lease payment.
- ◆ **How does ValueMax<sup>®</sup> work?** As a reminder, if you do not provide Proof of Insurance within 30 days you will be automatically enrolled in the Pitney Bowes ValueMax<sup>®</sup> product protection program. You will see a charge on your quarterly lease invoice for this service as described in your lease agreement.
- ◆ **How does Purchase Power<sup>®</sup> work?** Remember, if you have not prepaid for postage then the Purchase Power<sup>®</sup> credit line attached to your postage meter account will be used and you will be billed as per your lease agreement.
- ◆ **How does delivery and installation work?** Your sales representative will provide an estimated delivery timeframe. Also, many Pitney Bowes products are self-installable; your sales representative will inform you if your equipment can be installed upon delivery or if a Pitney Bowes Service Technician is required.
- ◆ **Online Account Access.** You can access your account online to view and pay bills, place a service call, and take advantage of other online features.  
Visit us at [www.pb.com/myaccount](http://www.pb.com/myaccount).
- ◆ **Global Financial Solutions.** Pitney Bowes Global Financial Solutions (PBGFS) is a wholly owned subsidiary of Pitney Bowes Inc. who provides financing for Pitney Bowes' products.
- ◆ **How do Service Level Agreement customers obtain service?** If you need service from one of our one thousand A+ Certified Service Professionals who are equipped with real time wireless technology, please call 800-522-0020.



# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 6/8/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: June 15, 2015 Trustee's  
Cc: File, Fiscal Officer

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting expenditure not to exceed \$1000.00 for Aerial and ground ladder testing from Ohio Cat. Testing will be scheduled between July to October 2015.
2. Requesting Expenditure not to exceed \$1500.00 for Self Contained Breathing Apparatus from Warren Fire Equipment. Testing will be schedule between July and October 2015.
3. Requesting expenditure not to exceed \$1500.00 to DT & PM Repairs. This is to replace rod ends, brake cylinders and brake pads for Rescue 11.
4. Requesting expenditure not to exceed \$963.00 to attend the Ohio Fire & Rescue Officer Conference from July 17 – 20, 2014 in Columbus, Ohio.
5. Requesting expenditure of \$3,163.85 for 14 Computer mount brackets from D.R. Ebel Police & Fire Equipment, 3203 Woodville Road, Northwood Ohio 43619. This is for the regional grant.
6. Requesting expenditure of \$38,626.20 for 40 Computer mount brackets from Hudson Communications LLC, 5922 Rt 167, PO Box 109, Pierpont Oh 44082. This is amount will be fully reimbursed back from the Firefighter Assistance Grant.

Professionally,  
Dennis Lewis  
Fire Chief



# May 2015

## Bazetta Police Department Activity

Published Date: June 3 ,2015

Activity	Total
Calls for Service	701
Incident Reports Filed	124
Traffic Crash Investigations	13
Number of Persons Arrested	46
Traffic Offenses	116
Traffic Citations Issued	100
Vehicle Miles Traveled	11,590.40
Office Contacts	217

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

§505.87 - Resolution # 1

RESOLUTION No. 188-15

**BE IT RESOLVED**, that Board of Trustees hereby determines that the owner's maintenance of vegetation, garbage, refuse and or other debris upon the following real property constitutes a nuisance;

ADDRESS OF PROPERTY

[list property addresses]

2654 Wilson Sharpville Rd., Coetland, Oh. 44410

Parcel # 33-010750

**BE IT FURTHER RESOLVED**, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

**BE IT FURTHER RESOLVED**, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**;

**BE IT FURTHER RESOLVED**, that the cost expended by the Township for abatement of said nuisance be certified by the Fiscal Officer to the County Auditor, for placement as a lien on the property to be collected as other taxes and returned to the Township General Fund pursuant to **Section 505.87(D) O.R.C.**;

ROLL CALL:

Trustee Harris - Yes

Trustee Parke - Absent

Trustee Webb - Yes

§505.87 - Resolution # 1

RESOLUTION No. 188-15

**BE IT RESOLVED**, that Board of Trustees hereby determines that the owner's maintenance of vegetation, garbage, refuse and or other debris upon the following real property constitutes a nuisance;

**ADDRESS OF PROPERTY**

[list property addresses]

3250 Hoagland Blackstub Rd. Cortland, Oh. 44410

Parcel # 31-902015

**BE IT FURTHER RESOLVED**, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

**BE IT FURTHER RESOLVED**, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**;

**BE IT FURTHER RESOLVED**, that the cost expended by the Township for abatement of said nuisance be certified by the Fiscal Officer to the County Auditor, for placement as a lien on the property to be collected as other taxes and returned to the Township General Fund pursuant to **Section 505.87(D) O.R.C.**;

**ROLL CALL:**

Trustee Hous - Yes

Trustee Parke - Absent

Trustee Webb - Yes

RESOLUTION No. 189-15

BE IT RESOLVED, that Board of Trustees hereby determines that the owner's maintenance of vegetation, noxious weeds and overgrown grass upon the following real property constitutes a nuisance;

ADDRESS OF PROPERTY

SEE ATTACHED LIST

*2654 Wilson Sharpsville Rd, Cortland, Oh. 44410  
Parcel # 33-010750*

BE IT FURTHER RESOLVED, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, noxious weeds, and overgrown grass constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with Section 505.87 (B) O.R.C.; and

BE IT FURTHER RESOLVED, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with Section 505.87 (B) O.R.C.;

ROLL CALL:

Trustee Howis - Yes

Trustee Parke - Absent

Trustee Webb - Yes

RESOLUTION No. 189-15

**BE IT RESOLVED**, that Board of Trustees hereby determines that the owner's maintenance of vegetation, noxious weeds and overgrown grass upon the following real property constitutes a nuisance;

ADDRESS OF PROPERTY

SEE ATTACHED LIST

*3250 Hoagland Blackstub Rd, Cor. Hand, Oh. 44410  
Parcel # 31-902015*

**BE IT FURTHER RESOLVED**, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, noxious weeds, and overgrown grass constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

**BE IT FURTHER RESOLVED**, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**;

**ROLL CALL:**

- Trustee Hoois - Yes*
- Trustee Parke - Absent*
- Trustee Webb - Yes*



§505.87 - Resolution # 2

RESOLUTION No. 190-15

BE IT RESOLVED, that legal notice of this Board's intention to remove the refuse, garbage and debris on the following premises, being given in accordance with Section 505.87 (B) O.R.C., and seven (7) days having passing, the Board of Trustees hereby orders commencement of the abatement, control and removal of the vegetation, garbage, refuse or debris as provided in Section 505.87 (C) O.R.C;

*2654 Wilson Sharpshille Rd, Cortland OH. 44410*

[ List property ] *Parcel # 33-00750*

AND BE IT FURTHER RESOLVED, that the Board of Trustees enter into a contract with Cody's Lawn Care LLC, at a total cost of \$ per contract, to provide for the abatement, control and removal of the vegetation, garbage, refuse or debris.

ROLL CALL:

*Trustee Houis - Yes*

*Trustee Parke - Absent*

*Trustee Webb - Yes*

Do Not Use When Filing Contract Documents

§505.87 - Resolution # 2

RESOLUTION No. 190-15

**BE IT RESOLVED**, that legal notice of this Board's intention to remove the refuse, garbage and debris on the following premises, being given in accordance with **Section 505.87 (B) O.R.C.**, and seven (7) days having passing, the Board of Trustees hereby orders commencement of the abatement, control and removal of the vegetation, garbage, refuse or debris as provided in **Section 505.87 (C) O.R.C.**;

[ List property ] 3250 Hoagland Blackstub Rd, Cortland, Oh. 44410  
Parcel # 31-902015

**AND BE IT FURTHER RESOLVED**, that the Board of Trustees enter into a contract with Cody's Lawn Care LLC, at a total cost of \$ PER CONTRACT, to provide for the abatement, control and removal of the vegetation, garbage, refuse or debris.

ROLL CALL:

Trustee Hovis - Yes

Trustee Parke - Absent

Trustee Webb - Yes



## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: July 20, 2015 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

**211-15** To accept the minutes from the July 6 Regular Meeting.

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

**212-15** 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

**213-15** To authorize the Fiscal Officer to transfer \$8,000.00 from 10-A-15A (Fire: Future Retirement Expenses) to 10-A-08 (Fire: Tools & Equipment).

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

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

- 2014 Annual Report from Ohio Police & Fire Pension Fund (OP&F)
- Thank you e-mail from Dan DeLuca at Planet Aid
- Notice to Legislative Authorities from Department of Commerce regarding Permit Renewal Objections
- Thank you card from the family of William Glancy
- Letter of gratitude from John & Elaine Ward
  
- Trustee Webb read the last 2 pieces of correspondence into the record (see attached)

**Administration:**

- Trustees Parke and Hovis checked into areas of the township where there have been drainage issues
  - Ohio Dept. of Transportation has only one flush wagon for several counties
  - It may be here in a month or so
- Trustee Parke reminded the assemblage that mosquito spraying would take place on Wednesday, July 22, with July 23rd as the rain date

- Trustee Webb reported that a committee has been formed to create a township newsletter that he hopes will be out to residents in early September

**Fire Department:**

- See Attached Agenda

**214-15** To authorize an expenditure not to exceed \$2,000.00 to Wildlife and Environmental Solutions LLC for wildlife removal, entry point sealing, and microbial spraying at both fire stations, to be paid from the Fire Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

- Chief Lewis reported that the spraying has been completed
- Trustee Webb said there will be some discussion in the next few days about reopening Station #13

**215-15** To authorize an expenditure not to exceed \$9,500.00 to Finley Fire Equipment for 2 sets of bunker gear, 12 sets of gloves, 12 nomex hoods, 12 pair of boots, 2 helmets, and shipping to be paid from the Fire Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**216-15** To adopt Driver Safety SOG 08012015.991 (Opti-Com/Cell Phone), effective August 10, 2015.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**217-15** To authorize an expenditure of \$2,198.70 to Hudson Communication for computer mount brackets, to be paid from the Fire Fighter Assistance Grant Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

- Zoning Inspector Mills reported an incident he witnessed at the Trumbull County Fair
  - Thanked Chief Lewis for the continuing good job that his department does
  - Our Fire/EMS was fast and professional
  - Proud to be part of this community
  - Needs to be put out there more often how well our departments do

**Police Department:**

- See Attached Agenda

**218-15** 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.

*2001 Chevrolet Sedan (VIN 8516)*

*2000 Volkswagen Sedan (VIN 0955)*

*1998 Chevrolet Blazer (VIN 3947)*

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

**Road Department:**

- Nothing to report
- Trustee Parke stated that the department is doing a good job keeping the catch basins clear

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

- Zoning Inspector Mills reported the following
  - Going to get started on a ditching/maintenance code issue
  - Attended a seminar about legislation concerning people raising chickens in residential areas
  - Pursuing a property declared agricultural, but is not being used for that purpose

**219-15** To approve the attached §505.87 Resolution #1.

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

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Zoning Inspector Mills will be contacting all members of both board about upcoming issues and changes to the zoning resolution

**Parks & Recreation Board:**

- Board Member Roman reported the following
  - Fundraiser to be held on Saturday, October 10
  - Park bench for Carol Braden to be installed
- Trustee Webb reported that someone fell off a picnic table in the park
  - The picnic table had been removed from the mulch bed and placed in the grass
  - Need to better anchor those tables so they cannot be moved

**Safety Committee:**

- Trustee Webb said the next meeting will be the first Friday in August

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

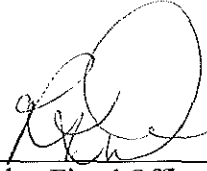
- Gloria Yokley of Lynn Drive had questions about flash flood waters
  - Whose job is to take care of the grass and ditch by the fence on Lynn Drive
  - Whose property is it and who is responsible for it
- Zoning Inspector Mills said he had been looking into this with Trumbull County
- Trustee Parke said Trumbull County used to come out and clean those ditches
- Assistant Road Superintendent Tempesta he would check the catch basins and drains in that area

**220-15** To adjourn the meeting at 7:24pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 07-21-15



Approved by: Chairman Trustee Ted Webb

Dated: 8/3/15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	143.14	VW 1	The Huntington National Bank	Services Charges
25392	1270.14	VW25392	American Tire Distributors	Supplies
25393	197.78	VW25393	Ainsley Oil Company	Fuel
25394	185.38	VW25394	Advance Auto Parts	Supplies
25395	3574.47	VW25395	BE Solutions	Claims Runs
25396	300.00	VW25396	Bud's Towing & Recovery, LLC	Towing
25397	82.61	VW25397	NAPA Auto Parts	Supplies
25398	1487.22	VW25398	D&T P.M. Truck Repairs, LLC	Supplies
25399	120.64	VW25399	Department of the Treasury	2015 PCORI Fee
25400	3163.85	VW25400	D.R. Ebel	Supplies
25401	80.00	VW25401	Fiore's Service Center	Supplies
25402	53.65	VW25402	Finger Lakes System Chemistry	Supplies
25403	25.73	VW25403	Fastenal Company	Supplies
25404	176.10	VW25404	Handyman Supply Inc.	Supplies
25405	38867.50	VW25405	Hudson Communications, LLC	Supplies
25406	360.05	VW25406	Lowe's Business Acct/Synco	Supplies
25407	1099.40	VW25407	Ohio Edison	Service
25408	13989.22	VW25408	Ohio Insurance Services Agency	Insurance
25409	30.56	VW25409	Orwell Natural Gas	Service
25410	195.00	VW25410	OACP	Membership Dues
25411	28.50	VW25411	Pitney Bowes, Inc.	Postage Meter
25412	996.40	VW25412	Penn Care Medical Products	Supplies
25413	211.65	VW25413	Physio-Control, Inc.	Supplies
25414	359.49	VW25414	Purchase Power	Postage
25415	151.25	VW25415	Respiratory Care Partners, Inc.	EMS Supplies
25416	25.00	VW25416	Robert Estes	Overpayment of Impound Lo
25417	324.80	VW25417	Standard Insurance Company RD	Insurance
25418	400.00	VW25418	Schultz Towing, Inc.	Tows
25419	797.18	VW25419	Southeastern Emergency Equipment	Supplies
25420	115.50	VW25420	Trumbull County Water And Sewer	Service
25421	3208.88	VW25421	Trumbull County 911	911 Service
25422	50.00	VW25422	Treasurer State of Ohio	Service
25423	187.79	VW25423	Time Warner Cable-Northeast	Service
25424	144.00	VW25424	Treasurer State of Ohio	Service
25425	396.89	VW25425	Verizon Wireless	Service
25426	1560.00	VW25426	Wilson, Phillips & Agin, CPA'S, Inc.	Audit
25427	34.05	VW25427	Warren Fire Equipment, Inc.	Supplies
25428	1094.50	VW25428	Walmart Business/SYNCOB	Supplies
=====				
	75488.32		Total Amount of Pending Warrants	

*With Sincere  
Thanks*

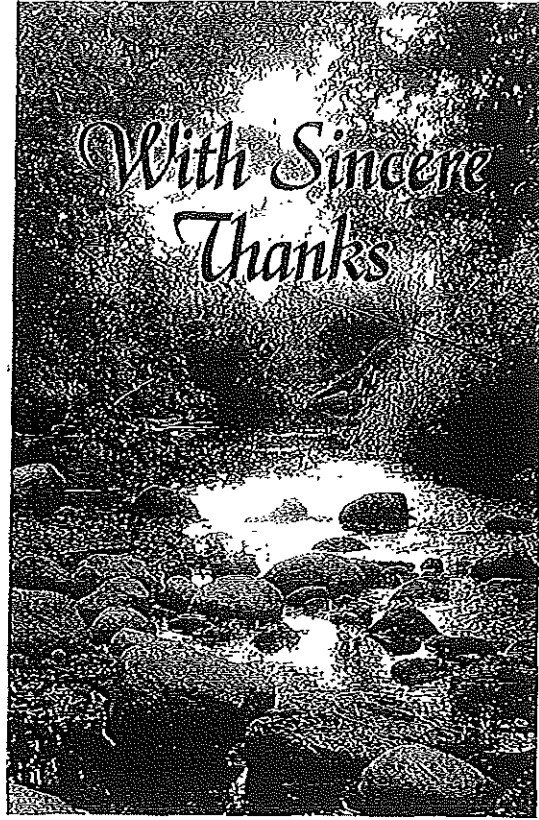


Photo by  
Joel Inbeck

22160

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*Thank you all  
for the flowers.  
Bill enjoyed the  
many years he spent  
with you all.*

*Carol &  
Family*

*W*hat we will remember  
when we look back, are  
the times when kindness  
made a difference  
in our lives.

*T*hank you for caring.

July 20, 2015

Bazetta Township Trustees  
3372 State Route 5, NE  
Cortland, Ohio 44410

Gentlemen,

We are sending this letter to thank you for the prompt attention to our on-going problem.

We stopped at the township office on Wednesday, July 15 where the secretary gave us the telephone number for Frank Parks. We then called him to explain the situation. He said he would pass along the information to Paul Hovis who is the liaison for the road department. Paul was at our house within the hour.

The very next day the road crew rectified our problem. They were efficient, thorough, and diligent in their efforts. Please express our thanks and appreciation to all the workers.

How gratifying to find a government entity that is doing their job and with such good will.

Thank you again!

Sincerely,

A handwritten signature in cursive script that reads "John & Elaine Ward". The signature is written in black ink and is positioned above the typed name and address.

John and Elaine Ward  
2898 McCleary-Jacoby Rd.  
Cortland, Ohio 44410

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 7/15/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: July 20, 2015 Trustee's  
Cc: File, Fiscal Officer

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting an emergency expenditure of \$2000.00 to Wildlife and Environmental Solutions, LLC for wildlife removal for both stations, seal all entry points for wildlife, and spray microbial disinfectant and deodorizer. Quote attached called another company would not return call.
2. Request to transfer \$8000.00 from 10-A-15A to 10-A-08.
3. Requesting expenditure not to exceed \$9500.00 to Finley Fire Equipment for the purchase of 2 sets of bunker gear (coat and pant), 12 sets of gloves, 12 nomex hoods, 12 pair of boots, 2 helmets and shipping. The equipment being requested is expired. Quote attached.
4. Requesting the adoption of Driver Safety SOG 08012015.991 (opti-com/cell phone) with an effective date of August 1, 2015. SOG is attached for your review.
5. Requesting expenditure of \$2,198.70 for and addition cost for the 40 Computer mount brackets from Hudson Communications LLC, 5922 Rt 167, PO Box 109, Pierpont Oh 44082. This is amount will be fully reimbursed back from the Firefighter Assistance Grant.

Professionally,  
Dennis Lewis  
Fire Chief





# Wildlife and Environmental Solutions, LLC

Providing Wildlife Control and Services for Ohio "Since 1998"



Post Office Box 33792 ~ North Royalton ~ Ohio ~ 44133-1998

Telephone (440) 669-4499 ~ Email: SolutionWildlife@sbcglobal.net

http://WildlifeSolution.net ~ http://BigBuckFla.Tripod.com/OhioBatsandRaccoons ~ http://AWildlifeSolution.com

### Customer and/or Company Information

### Insurance Company Information

Name BAZETTA TOWNSHIP FIRE  
 Address 2667 McCLEARY-JACOBY RD  
 City CORLAND State OHIO Zip \_\_\_\_\_  
 Telephone 330-647-0819 Fax \_\_\_\_\_  
 Email DLEWIS@BAZETTA TWP.ORG

Name 773 EVERETT CORLAND HULL  
 Email \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_  
 Adjuster \_\_\_\_\_ Claim # \_\_\_\_\_

Proposal  Contract / Invoice

Date of Inspection for Proposal/Contract 7-12-2015

Wildlife Problem: BIRDS

### Solution and Repairs Required to Resolve Wildlife Problem:

- FIRE STATION: 2667 McCLEARY-JACOBY RD  
3 SOFFIT OVERHANG CORNERS  
 - REMOVE DAMAGED SOFFIT PANELS  
 - REMOVE NESTING DEBRIS AND FECES  
 - SPRAY MICROBIAL DISINFECTANT + DEODORIZER  
 - REPLACE WITH NEW SOFFIT PANELS AND SEAL WITH QUAD CLEAR CAULK  
REMOVE AIR CONDITIONER  
 - REMOVE NESTING DEBRIS AND FECES  
 - SPRAY MICROBIAL DISINFECTANT AND DEODORIZER  
 - INSTALL AIR CONDITIONER AND SEAL WINDOW GAP WITH FOAM + CAULK
- FIRE STATION: 773 EVERETT CORLAND HULL  
 - 2 BATHROOM VENT COVERS INSTALLED AND CLEANOUT DUCTWORK AND  
SPRAY MICROBIAL  
 - 2 LIGHTS CLEANOUT NESTING DEBRIS AND SEAL

### TERMS AND CONDITIONS

Customer agrees and authorizes hereby undersigned to perform work as specified above. A two (2) party check will be issued, made to insured and the undersigned if insurance company is utilized. A 30% payment is due upon starting of the job and the balance is due in full upon completion. Any alterations and/or additional requests by the customer will incur additional charges up and above the total cost stated. The customer is responsible for any and all additional charges for collection of money owed. Baiting by the customer, removal of traps, damage and/or injury incurred from a trapped animal WILL NOT be the responsibility of Wildlife Environmental Solutions or any of its employees, but that of the customer. Note: Proposal will be null and void if not accepted within 30 days of inspection.

Customer's Initial \_\_\_\_\_

Acceptance of Contract by Customer and/or Authorized Party from the Insurance Company with Terms and Conditions As Specified Above.

Signature \_\_\_\_\_  
 Print Name \_\_\_\_\_  
 Date \_\_\_\_\_



Sub Total \$ 2000.00  
 THE EXEMPT  
 Sales Tax \$ \_\_\_\_\_  
 Total Amount \$ \_\_\_\_\_

Deposit (30%) and/or insurance Deductible to Be Paid By Customer Upon Acceptance or Startup ( )

Balance Due In Full Upon Completion \_\_\_\_\_

Proposal and/or Contract Submitted by Ken Franklin

# FINLEY FIRE EQUIPMENT

Ron Danadic - Sales Representative

1815 Taft Ave.

Niles, Ohio 44446

Cell/330-720-0635 Fax 330-505-1829

Email rdanadic@finleyfire.com

## Price Quotation

Quote Date 7/13/15

Valid For 30 Days

F.O.B.

Quote Number 151C

Terms 10 Days

Est. Ship Date ASAP

Quoted To: Bazetta Fire Dept,  
Chief Lewis

Qty.	Part Number and Description	Unit Price	Line Total
1	Globe G-Xcel Set as specified below	\$1748	
1	Globe Magnum Boot	\$310	
1	Bullard USTM6TL leather front, Trak Light (goggle or 4" faceshield)	\$290	
1	Protek 8 Titan Gloves (tan)	\$64	
1	PGI Carbon Hood	\$29	

### Options:

Protek 8 Fusion Gloves (Black)

\$52/pair

To add Belt to Globe pants

Add \$28

Majestic Carbon Hood with flag

\$35

Globe Metro Classix per your spec

\$1660

\$9500

**G- Xcel gear**

**Coat**

Black PCA Advance outer shell  
Quantum Q3 Thermal Liner  
Crosstech 2C Moisture Barrier  
NYC L/Y Triple Trim  
Zipper/Velcro Closure  
Dual Action cargo Pockets  
Black Suede Cuff Reinforcements  
Bazetta 3" l/y Scotchlite on back  
Velcro FF name patch bottom of coat  
Radio Pocket Left Chest  
Self Mic Strap near collar  
Flashlight snap and Strap Right Chest  
Kevlar Hand and wrist guards  
Wristers attached to liner

**Pant**

Black PCA advance outer shell  
Q3 Thermal Barrier  
Crosstech 2C MB  
L/Y Triple trim around cuffs  
Hook and Velcro closure  
Cargo pockets on legs  
Black Suede Cuff Reinforcements  
Silazone/Dragonhide padded knees  
Padded rip cord suspenders

**Est. Freight Charge Varies on Qnty**

**Total**

**Thank You For Your Business**

*Ron Danadic*



SOG: 08012015.881  
EFFECTIVE DATE: 08/10/15  
SUPERSEDES: ALL  
APPROVED: DRAFT

CHIEF

**DRIVER SAFETY  
Opti-Com/Cell Phone**

PAGE 1 OF 2

**Purpose:**

Provide guideline on the responsibility of personnel driving emergency apparatus within the fire department and establish guidelines to be followed in all situations.

**Responsibility:**

It is the responsibility of the driver of Bazetta Fire Department (fire department) vehicle to drive safely and prudently at all time. Vehicles shall be operated in compliance with Ohio Motor Vehicle Laws and use due regard when operating apparatus.

**Procedures:**

When responding with light and sirens; warning lights and audible siren shall be used, as required by Ohio Motor Vehicle Laws.

The opti-com system is to assist with the operations of fire department vehicles. It is not to be used during all times that the vehicle is in operation.

The opti-com shall be used wherever an apparatus is utilizing its warning lights and sirens. However, the driver of the unit is still responsible for driving the vehicle with due regard and shall approach all intersections with caution.

The use of the opti-com can also be considered under certain patient transport conditions where lights and sirens are not warranted. When a patient's condition warrants expedient transport but lights and siren are not needed, the opti-com can be utilized.

The opti-com system shall not be used for routine transports. These include times when patient's can be transported to the hospital with normal traffic flow unless it is determined by the driver; traffic is heavy and will delay reasonable transport times.

The opti-com system shall not be used during routine (non-call) related use of apparatus.

All employees are required to use seatbelts at all times when operating or riding in apparatus (the only exception to this is the ambulance attendant). The company officer/driver on the vehicle is responsible with assuring that all personnel are properly belted before the apparatus is permitted to move.

All non-employees shall be belted/restrained if riding in department vehicles. NO EXEMPTIONS. If they are unable or unwilling to use safety restraints they are not to be transported.

The driver operator of an apparatus shall not text while the vehicle is in motion.

Police Agenda for trustee meeting of Monday July 20, 2015

Wed 7/15/2015 11:16 AM

**From:** Michael Hovis  
**To:** rdrew@bazettatwp.org  
**Cc:** fparke@bazettatwp.org



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Rita,

The following is the police agenda for trustee meeting of Monday July 20, 2015. To authorize sale from the impound lot:

1. 2001 Chevrolet Sedan VIN#2G1WF55E519348516
2. 2000 Volkswagon Sedan Vin#3VW5C29M3YM070955
3. 1998 Chevy Blazer Vin#1GNCT18W8WK213947

That is all for the police department. Thank you and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

RESOLUTION No. 219-15

**BE IT RESOLVED**, that Board of Trustees hereby determines that the owner's maintenance of vegetation, garbage, refuse and or other debris upon the following real property constitutes a nuisance;

**ADDRESS OF PROPERTY**

[list property addresses]

*2637 Niles Courtland Rd. Courtland, Oh. 44410*

**BE IT FURTHER RESOLVED**, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

**BE IT FURTHER RESOLVED**, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**;

**BE IT FURTHER RESOLVED**, that the cost expended by the Township for abatement of said nuisance be certified by the Fiscal Officer to the County Auditor, for placement as a lien on the property to be collected as other taxes and returned to the Township General Fund pursuant to **Section 505.87 (D) O.R.C.**;

**ROLL CALL:**

*Trustee Hous - Yes*

*Trustee Parke - Yes*

*Trustee Webb - Yes*

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: July 6, 2015 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

**193-15** To accept the minutes from the June 15 Regular Meeting.

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

**194-15** 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

**195-15** To authorize the Fiscal Officer to perform the following transfers.

*\$500.00 from 01-F-05 (General: Park Tools & Equipment) to 01-F-06 (General: Park Supplies)*  
*\$5,000.00 from 10-A-15A (Fire: Future Retirement Expenses) to 10-A-10 (Fire: Repairs)*  
*\$5,000.00 from 10-A-15A (Fire: Future Retirement Expenses) to 10-C-06 (Fire: EMS Repairs)*  
*\$2,000.00 from 10-A-15A (Fire: Future Retirement Expenses) to 10-C-05 (Fire: EMS Supplies)*  
*\$25,234.32 from 01-A-27 (General: Transfers) to 30-A-05 (OPWC Projects: Township Portion)*  
*\$10,000.00 from 01 (General) to 05 (Cemetery)*  
*\$10,000.00 from 01 (General) to 13 (Zoning)*

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

**196-15** To authorize the Fiscal Officer to perform the following Supplemental Appropriations.

*\$500.00 to 14-A-05A (Fire/EMS Training Center: Supplies)*  
**Motion:** Trustee Hovis  
**Second:** Trustee Parke  
**Vote:** Trustee Hovis – Yes    Trustee Parke - Yes    Trustee Webb - Yes

**197-15** To not request a hearing on the advisability of issuing a liquor control permit to Rajiman LLC dba Carters Market & Drive Thru.

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



**198-15** To not request a hearing on the advisability of issuing a liquor control permit to Northwest Hydraulic Systems, Inc. dba Speedgate Bar & Grill.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**199-15** To authorize the Fiscal Officer to request an advance on the 2015 2nd Half Settlement from the Trumbull County Auditor.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**200-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation* (1.5 mill Current Expense Additional Levy).

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**201-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation* (0.6 mill Road & Bridge Renewal Levy).

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**202-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation* (1.8 mill Police Renewal Levy).

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**203-15** To rescind Board Resolution #156-15, which enacted the *Bazetta Township Social Media Policy*.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

- Trustee Webb explained that the other two levies will be placed on the ballot at a later date

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

- Letter from Rhonda Roberson regarding handicapped ramps on Mosquito Lake
- Invitation from Ohio Utilities Protection Service to attend their 2015 Annual Meeting and Reception
- Notice from Ohio Division of Liquor Control regarding a Hearing for Carters Market & Drive Thru
- 2014 Ohio Township Association Risk Management Authority (OTARMA) Annual Report
- Claim Form from Ohio Attorney General for Rock Salt Antitrust Litigation Settlement
- Notice from Ohio Division of Liquor Control regarding a Hearing for Speedgate Bar & Grill

**Administration:**

- Trustee Hovis stated that he and Assistant Road Superintendent Tempesta met with Valley Electric regarding complaints in Timber Creek and are awaiting a return contact from Valley Electric
- Trustee Parke said the Road Department is doing a good job keeping the ditches and culverts clear

**Fire Department:**

- See Attached Agenda & Report
- Chief Lewis stated the following
  - Thanked Firefighter/EMT Michael Wright for his assistance
  - Station #13 is currently closed due to a wild animal infestation that is due to be inspected on July 8th

**204-15** To authorize an expenditure of \$1,270.14 for ten (10) tires for emergency vehicles from American Tire Distributors, to be paid from the Fire Fund.

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

**205-15** To accept a \$3,500.00 grant from the Ohio Department of Public Safety Division.

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

**Police Department:**

- See Attached Agenda

**206-15** To hire Michael L. Floravit II as a Reserve Officer, pending passage of psychological screening, effective immediately.

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

**207-15** 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.

*Schwinn OCC Chopper Bicycle (No VIN)*

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

**208-15** To accept the attached list of donated items from Wal-Mart and authorize Chief Hovis to trade said items to Standard Law, with the proceeds to go towards the purchase of two (2) bullet proof vests.

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

**Road Department:**

- Assistant Road Superintendent Tempesta reported that the department will be getting roughly \$2,100.00 back from the lawsuit against Morton Salt

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

- Zoning Inspector Mills reported the following
  - Attended two meetings
  - Apologized for not getting back to people more quickly
  - Said he knew he was a bit behind

- Permits have been moving forward
- Nuisance abatements have been moving as well

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Nothing to Report

**Parks & Recreation Board:**

- Nothing to Report

**Safety Committee:**

- Nothing to Report

**Health Insurance Committee:**

- Nothing to Report

**209-15** To accept the low bid of \$2,500.00 from Tanglewood Trees to chip brush at 2997 Warren-Meadville Road, to be paid from the Fire Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- Samantha Merrill to discuss mosquito spraying program
  - Passed out the attached informational packets to the Trustees
  - Spoke with the company that does Bazetta's mosquito spraying
  - Did some research on the chemicals being used
    - Neurotoxins
    - Possible carcinogens
  - Concerned about the health effects on humans and animals
  - Would like the Trustees to consider using more ecologically friendly alternatives
  - Volunteered to look into other options
- Betty Kistler, Norma Canfield, and Stephanie Markey to discuss nuisance abatement
  - Problems with a neighboring property not being mowed - Same problem as last year
  - Zoning Inspector Mills said the following
    - He will contact the property owner
    - Cannot force the owner to mow the field in question
    - The township can control frontage and some back property, but cannot control a field
    - Problem here is that this Bazetta Township property abuts City of Cortland property
    - Just because the property seems to be in the City or a city, it is still in the Township where the nuisance abatement rules are different
    - Restated that he will contact the property owner
    - Also said he would contact Trumbull County Soil and Water to see if any noxious vegetation is present
- Dan Deluca to discuss Planet Aid Donation bins
  - Asked permission to put a clothing and shoe recycling bin in our recycling area
    - Passed out pamphlets to Trustees
    - Would prefer to put them at recycling centers
  - Answered Trustee questions

- No cost and no fees
- Bins are typically emptied weekly, but the schedule can be adjusted as needed
- Planet Aid carries liability insurance on the bins
- Willing to work with the township on a location

**Public Comment:**

- Jane Lewis of Durst Clagg Road
  - Asked about the Tanglewood Tree resolution
    - Knew the township already paid do have the trees taken down
    - Questioned whether the bid for taking trees down included grinding
  - Trustee Webb said original bids were for tree cutting only
  
- Jane Lewis of Durst Clagg Road
  - Asked if the township will no longer have a social media policy
  - Trustee Webb said the Trustees will work with employees to create a new one

**210-15** To adjourn the meeting at 7:50pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

Attested by: Fiscal Officer Rita K. Drew

Dated: 07-17-15

Approved by: Chairman Trustee Ted Webb

Dated: 7/20/15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Date: 07/06/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
25282	50.00	VW25282	American Red Cross	Supplies
25283	185.50	VW25283	Agnew Lawn & Garden	Supplies
25284	1000.00	VW25284	Alexander's Pest Control, Inc.	Mosquito Spray
25285	354.65	VW25285	Anthem BCBS	EMS Refund
25286	183.83	VW25286	Anthem	EMS Refund
25287	362.70	VW25287	AppleGate Furniture	Supplies
25288	990.00	VW25288	Astro-Clean	Service
25289	800.00	VW25289	Attorney Mark S. Finamore	Service
25290	19.20	VW25290	AT&T Mobility	Service
25291	439.44	VW25291	Business Card	Supplies
25292	588.00	VW25292	BE Solutions	Mo Admin Fees
25293	25.00	VW25293	Curtis Lonsbrough	Zoning July 1 Qtrly Mtg
25294	111.03	VW25294	City of Warren, Utility Services	Service
25295	100.00	VW25295	Carolyn Nowak	Gazebo Deposit Refund
25296	1550.00	VW25296	Cody's Law Service, LLC	Service
25297	395.00	VW25297	Dennis K. Lewis	Training Reimbursement
25298	1535.21	VW25298	Delta Dental	Insurance
25299	1000.00	VW25299	Dennis K. Lewis	BWC Management
25300	439.99	VW25300	Graybar Financial Services, LLC	Service
25301	167.50	VW25301	Hanley Print & Promotions	Supplies
25302	25.00	VW25302	Jack Hineman	Zoning Commission July 1 Qtrly Mtg
25303	1000.00	VW25303	Kristopher W. Parke	2nd half BWC Management
25304	341.91	VW25304	Medical Mutual	EMS Refund
25305	55.79	VW25305	Mark Thomas Ford	Supplies
25306	1000.00	VW25306	Michael J. Hovis	2nd Half BWC Management
25307	141.38	VW25307	Michael Mannella	June Opt Out
25308	777.00	VW25308	Ohio Billing, Inc.	EMS Trip Submissions
25309	1760.08	VW25309	Ohio Edison	Service
25310	50.00	VW25310	Ohio Association of Public Treasurers	Membership Dues
25311	13188.60	VW25311	Ohio Insurance Services Agency	Insurance
25312	1375.03	VW25312	Ohio Edison	Street Lighting
25313	177.98	VW25313	Purchase Power	Postage
25314	25.00	VW25314	Rita Benoit	Zoning Commission July 1 Qtrly Mtg
25315	25234.32	VW25315	Shelly & Sands, Inc.	Millenium Blvd Resurfacing Project
25316	300.00	VW25316	Schultz Towing, Inc.	Tows
25317	211.63	VW25317	Sunburst Environmental Service, Inc.	Service
25318	324.80	VW25318	Standard Insurance Company RD	Insurance
25319	17.84	VW25319	Sunrise Springs Water Co.	Service
25320	202.69	VW25320	Trumbull County Water And Sewer	Service
25321	373.23	VW25321	Time Warner Cable-Northeast	Service
25322	54.97	VW25322	Tractor Supply Credit Plan	Supplies
25323	150.00	VW25323	Treasurer, State of Ohio	FF Dependents Fund Assessment
25324	3208.88	VW25324	Trumbull County 911	911 Service
25325	50.00	VW25325	Treasurer State of Ohio	Service
25326	812.00	VW25326	Vance Outdoors, Inc.	Supplies
25327	496.16	VW25327	Vision Service Plan-(OH)	Insurance

PENDING WARRANT REPORT  
 Bazetta Township [2015]

Date: 07/06/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
25328	398.72	VW25328	Verizon Wireless	Service
25329	25.00	VW25329	Walter Maycher	Zoning Commission July 1 Qtrly Mtg
25330	20.00	VW25330	Youngstown/Warren Regional Chamber	Member Registration
25331	445.00	VW25331	Zarlinski Landscape Services, LLC	Supplies
25332	48.48	VW25332	Automotive Distributors	PAYMENT
25333	2051.84	VW25333	BE SOLUTIONS	PAYMENT
25334	33.17	VW25334	Bortnick Tractor Sales, Inc.	PAYMENT
25335	13.58	VW25335	Carter Lumber	PAYMENT
25336	141.17	VW25336	DOMINION EAST OHIO	PAYMENT
25337	161.69	VW25337	FUSION NETWORK BILLING SYSTEM	PAYMENT
25338	29.97	VW25338	HOME DEPOT CREDIT SERVICES	PAYMENT
25339	75.00	VW25339	ON DEMAND DRUG TESTING	PAYMENT
25340	54.00	VW25340	TRUMBULL COUNTY LEGAL NEWS	PAYMENT
25341	4478.06	VW25341	WEX BANK	PAYMENT
=====				
	70087.32	Total Amount of Pending Warrants		

NOTICE TO LEGISLATIVE  
AUTHORITY

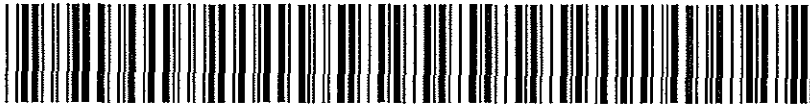
OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

7167250		TRFO	RAJIMAN LLC
PERMIT NUMBER		TYPE	DBA CARTERS MARKET & DRIVE THRU
10	01	2014	1ST FL ONLY
ISSUE DATE			959 WILSON SHARPSVILLE RD
06	09	2015	BAZETTA TWP
FILING DATE			CORTLAND OH 44410
C1	C2	D6	
PERMIT CLASSES			
78	904	C	F14251
TAX DISTRICT			RECEIPT NO.

FROM 06/11/2015

1296480			CARTERS MARKET & DRIVE THRU LLC
PERMIT NUMBER		TYPE	DBA CARTERS MARKET & DRIVE THRU
10	01	2014	1ST FL ONLY
ISSUE DATE			959 WILSON SHARPSVILLE RD
06	09	2015	BAZETTA TWP
FILING DATE			CORTLAND OH 44410
C1	C2	D6	
PERMIT CLASSES			
78	904		
TAX DISTRICT			RECEIPT NO.



MAILED 06/11/2015

RESPONSES MUST BE POSTMARKED NO LATER THAN. 07/13/2015

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 7167250

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.   
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

*[Handwritten Signature]*

(Signature)

07-10-15

(Date)

(Title)-  Clerk of County Commissioner

Clerk of City Council

Township Fiscal Officer

BAZETTA TOWNSHIP TRUSTEES  
ATTN TOWNSHIP FISCAL OFFICER  
3372 STATE ROUTE 5 NE  
CORTLAND OHIO 44410

7167250 PERMIT NBR  
RAJIMAN LLC  
DBA CARTERS MARKET & DRIVE THRU  
1ST FL ONLY  
959 WILSON SHARPSVILLE RD  
BAZETTA TWP  
CORTLAND OH 44410

\*\*\*\*\*

✶ INDERJEET KAUR

06/09/2015 ACTIVE

MAN-MBR

PA2-KEY = END SESSION, CLEAR-KEY = END OPTION, ENTER-KEY = TO CONTINUE



NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

6444956		TRFO	NORTHWEST HYDRAULIC SYSTEMS INC DBA SPEEDGATE BAR & GRILL 375 WILSON SHARPSVILLE RD BAZETTA TWP WARREN OH 44481
PERMIT NUMBER		TYPE	
10	01	2014	
ISSUE DATE			
06	30	2015	
FILING DATE			
D1			
PERMIT CLASSES			
78	904	C	F14356
TAX DISTRICT			RECEIPT NO.

FROM 07/02/2015

7209445			RAYMOND EDWARD RATELL DBA LONGVIEW GOLF COURSE 375 SR305 & GOLF COURSE BAZETTA TWP WARREN OHIO 44481
PERMIT NUMBER		TYPE	
10	01	2014	
ISSUE DATE			
06	30	2015	
FILING DATE			
D1			
PERMIT CLASSES			
78	904		
TAX DISTRICT			RECEIPT NO.



MAILED 07/02/2015

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/03/2015

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C TRFO 6444956

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.    
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) -  Clerk of County Commissioner

Clerk of City Council

Township Fiscal Officer

07-10-15

(Date)

BAZETTA TOWNSHIP TRUSTEES  
ATTN TOWNSHIP FISCAL OFFICER  
3372 STATE ROUTE 5 NE  
CORTLAND OHIO 44410

PERMIT NUMBER (CORPORATION) 6444956  
NORTHWEST HYDRAULIC SYSTEMS INC  
DBA SPEEDGATE BAR & GRILL  
375 WILSON SHARPSVILLE RD  
BAZETTA TWP  
WARREN OH 44481

F.T.I. NUMBER 00-0000000  
STATUS (ACTIVE OR INACTIVE) ACTIVE  
SHARES OUTSTANDING 250.00  
ACTIVE DATE 06/30/15  
INACTIVE DATE  
EXCEPTION CODE TEXT  
STOCK TRANSFER CODE TEXT AND DATE

RAYMOND E RATELL JR

250.00 06/30/15 ACTIVE PRESIDENT

**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #200-15 (Additional Current Expense Tax Levy 1.5 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 6th day of July, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Parke moved the adoption of the following resolution:

**WHEREAS**, on the 15th day of June, 2015 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191 at a rate not exceeding 1.5 mill for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2015 collection year beginning 2016; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$210,542.00, based upon the current assessed valuation of the Township of \$140,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of an additional tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, for the current expenses of said township, at a rate not exceeding 1.5 mill for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2015 collection year beginning 2016.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the general election to be held on the 3rd of November, 2015; and

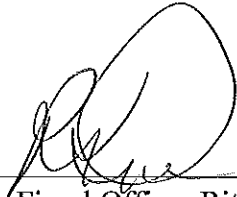
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (A), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Hovis seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 6th day of July, 2015.

A handwritten signature in black ink, appearing to read 'Rita K. Drew', is written over a horizontal line. The signature is stylized and cursive.

Fiscal Officer Rita K. Drew

**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #201-15 (Renewal Road & Bridge Tax Levy 0.6 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 6th day of July, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, on the 15th day of June, 2015 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (G), and ORC §5705.191 at a rate not exceeding 0.6 mill for each one dollar of valuation, which amounts to \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$86,060.00, based upon the current assessed valuation of the Township of \$140,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of a renewal tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (G), and ORC §5705.191, for the general construction, reconstruction, resurfacing, and repair of streets, roads, and bridges, at a rate not exceeding 0.6 mill for each one dollar of valuation, which amounts to \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the general election to be held on the 3rd of November, 2015; and

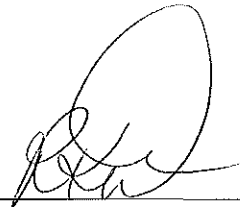
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (G), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Parke seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 6th day of July, 2015.

A handwritten signature in black ink, appearing to read 'Rita K. Drew', is written above a horizontal line.

Fiscal Officer Rita K. Drew

**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #202-15 (Renewal Police Tax Levy 1.8 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 6th day of July, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Frank Parke

Trustee Ted Webb

Trustee Parke moved the adoption of the following resolution:

**WHEREAS**, on the 15th day of June, 2015 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191 at a rate not exceeding 1.8 mill for each one dollar of valuation, which amounts to \$0.18 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$233,760.00, based upon the current assessed valuation of the Township of \$140,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of a renewal tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, for providing and maintaining motor vehicles, communications, and other equipment used directly in the operation of a police department, or the payment of salaries of permanent police personnel, including the payment of police officer employer's contribution required under ORC §742.33 or the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, or the provision of ambulance or emergency medical services operated by a police department, at a rate not exceeding 1.8 mill for each one dollar of valuation, which amounts to \$0.18 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the general election to be held on the 3rd of November, 2015; and

**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (J), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Hovis seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 6th day of July, 2015.



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Fiscal Officer Rita K. Drew



# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 6/30/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: July 6, 2015 Trustee's  
Cc: File, Fiscal Officer

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting a supplemental appropriation from 14-05-A for the amount \$500.00.
2. Requesting emergency expenditure of \$1270.14 for 10 tires from ATD (American Tire Distributors, six tires were for an ambulance and 4 tires were for the expedition. To be paid from the Fire Fund.
3. Requesting the Trustees to accept a \$3,500.00 grant from the Ohio Department of Public Safety Division of EMS. *Would like to Thank FF/Medic Mike Wright as he prepared the grant this year for a job well done. This is a 100% reimbursed grant.*

Professionally,  
Dennis Lewis  
Fire Chief

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
131 Passenger vehicle fire	1	1.21%	\$0	0.00%
142 Brush or brush-and-grass mixture fire	1	1.21%	\$0	0.00%
	<u>2</u>	<u>2.43%</u>	<u>\$0</u>	<u>0.00%</u>
<b>2 Overpressure Rupture, Explosion, Overheat(no fire)</b>				
251 Excessive heat, scorch burns with no	1	1.21%	\$0	0.00%
	<u>1</u>	<u>1.21%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	57	69.51%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.43%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	2.43%	\$0	0.00%
	<u>61</u>	<u>74.39%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	1.21%	\$0	0.00%
444 Power line down	2	2.43%	\$0	0.00%
	<u>3</u>	<u>3.65%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	5	6.09%	\$0	0.00%
561 Unauthorized burning	1	1.21%	\$0	0.00%
	<u>6</u>	<u>7.31%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	1.21%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	2	2.43%	\$0	0.00%
651 Smoke scare, odor of smoke	1	1.21%	\$0	0.00%
671 HazMat release investigation w/no HazMat	1	1.21%	\$0	0.00%
	<u>5</u>	<u>6.09%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	3	3.65%	\$0	0.00%
743 Smoke detector activation, no fire -	1	1.21%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	4	4.87%	\$0	0.00%

Total Incident Count: 82

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}  
and District = "11 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
142 Brush or brush-and-grass mixture fire	1	2.70%	\$0	0.00%
	<u>1</u>	<u>2.70%</u>	<u>\$0</u>	<u>0.00%</u>
<b>2 Overpressure Rupture, Explosion, Overheat(no fire)</b>				
251 Excessive heat, scorch burns with no	1	2.70%	\$0	0.00%
	<u>1</u>	<u>2.70%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	23	62.16%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.70%	\$0	0.00%
	<u>24</u>	<u>64.86%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	2.70%	\$0	0.00%
444 Power line down	2	5.40%	\$0	0.00%
	<u>3</u>	<u>8.10%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	3	8.10%	\$0	0.00%
561 Unauthorized burning	1	2.70%	\$0	0.00%
	<u>4</u>	<u>10.81%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
671 HazMat release investigation w/no HazMat	1	2.70%	\$0	0.00%
	<u>1</u>	<u>2.70%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	3	8.10%	\$0	0.00%
	<u>3</u>	<u>8.10%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 37

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00" And "20:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>2 Overpressure Rupture, Explosion, Overheat(no fire)</b>				
251 Excessive heat, scorch burns with no	1	6.66%	\$0	0.00%
	1	6.66%	\$0	0.00%
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	7	46.66%	\$0	0.00%
	7	46.66%	\$0	0.00%
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	2	13.33%	\$0	0.00%
	2	13.33%	\$0	0.00%
<b>5 Service Call</b>				
553 Public service	2	13.33%	\$0	0.00%
561 Unauthorized burning	1	6.66%	\$0	0.00%
	3	20.00%	\$0	0.00%
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	2	13.33%	\$0	0.00%
	2	13.33%	\$0	0.00%
<b>Total Incident Count:</b>	<b>15</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}  
 and District = "11 " and Alarm Time Not  
 Between "12:00" And "20:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
142 Brush or brush-and-grass mixture fire	1	4.54%	\$0	0.00%
	<u>1</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	16	72.72%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	4.54%	\$0	0.00%
	<u>17</u>	<u>77.27%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	4.54%	\$0	0.00%
..	<u>1</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	4.54%	\$0	0.00%
	<u>1</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
671 HazMat release investigation w/no HazMat	1	4.54%	\$0	0.00%
	<u>1</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
733 Smoke detector activation due to	1	4.54%	\$0	0.00%
	<u>1</u>	<u>4.54%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 22

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}  
and District = "13 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
131 Passenger vehicle fire	1	2.56%	\$0	0.00%
	<u>1</u>	<u>2.56%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	31	79.48%	\$0	0.00%
322 Motor vehicle accident with injuries	2	5.12%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.56%	\$0	0.00%
	<u>34</u>	<u>87.17%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	2	5.12%	\$0	0.00%
	<u>2</u>	<u>5.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
651 Smoke scare, odor of smoke	1	2.56%	\$0	0.00%
	<u>1</u>	<u>2.56%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
743 Smoke detector activation, no fire -	1	2.56%	\$0	0.00%
	<u>1</u>	<u>2.56%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>39</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}  
 and District = "13 " and Alarm Time Between  
 "12:00" And "20:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
131 Passenger vehicle fire	1	4.16%	\$0	0.00%
	<u>1</u>	<u>4.16%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	17	70.83%	\$0	0.00%
322 Motor vehicle accident with injuries	1	4.16%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	4.16%	\$0	0.00%
	<u>19</u>	<u>79.16%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	2	8.33%	\$0	0.00%
	<u>2</u>	<u>8.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
651 Smoke scare, odor of smoke	1	4.16%	\$0	0.00%
	<u>1</u>	<u>4.16%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
743 Smoke detector activation, no fire -	1	4.16%	\$0	0.00%
	<u>1</u>	<u>4.16%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 24

Total Est Loss: \$0



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}  
and District = "13 " and Alarm Time Not  
Between "12:00" And "20:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
3 Rescue & Emergency Medical Service Incident				
321 EMS call, excluding vehicle accident with	13	92.85%	\$0	0.00%
322 Motor vehicle accident with injuries	1	7.14%	\$0	0.00%
	<u>14</u>	<u>100.00%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 14

Total Est Loss: \$0

BAZETTA

Aid Responses by Department (Summary)

Alarm Date Between {06/01/2015} And {06/30/2015}

Type of Aid	Count
STA. 12 CORTLAND FIRE DEPARTMENT	
Mutual aid given	1
Automatic aid given	1
	<hr/>
	2
STA. 17 BRISTOL	
Automatic aid given	1
	<hr/>
	1
STA. 30 HOWLAND	
Automatic aid given	1
	<hr/>
	1
STA. 32 HOWLAND	
Mutual aid received	1
	<hr/>
	1
STA. 38 MECCA FIRE DEPARTMENT	
Mutual aid given	1
	<hr/>
	1

BAZETTA

Inspections by Type

Date Completed Between {06/01/2015} And  
{06/30/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
06/14/2015	12:57	ALLS01 ALL SOULS CEMETARY OFFICE 3823 BAZETTA RD NE/RD	0.89	
06/14/2015	09:04	CART01 CARTER'S MARKET 959 STATE ROUTE 305 NE	0.09	
06/14/2015	09:39	FINL01 FINLEY'S FLOWERS 2886 NILES CORTLAND RD NE	0.42	
06/14/2015	13:57	MOSQ01 MOSQUITO STATE PARK 1439 STATE ROUTE 305 NE	0.17	
06/14/2015	11:07	SAND01 SANDY'S TIRES 2380 ELM RD NE	0.94	
06/14/2015	10:29	AUTU02 Autumn Addiction Archery 3278 ELM RD NE	0.17	
06/14/2015	10:29	FARM04 Farmers Insurance Group 3578 NILES CORTLAND RD NE	0.03	
06/14/2015	11:21	HEAT01 HEATHERWOOD LANDSCAPE INC. 2396 ELM RD NE	0.14	
06/14/2015	10:18	TAMM01 TAMMER WINN CORPORATION (GOLF COURSE) 2940 NILES CORTLAND RD NE	0.43	
06/08/2015	09:48	AUTU01 Big blue trucking, Inc 518 PERKINS JONES RD NE/WARREN, OH 44483	0.02	
06/08/2015	09:56	PERK01 PERKINS RESTAURANT 3870 ELM RD NE	0.05	
06/14/2015	10:45	ALLS04 Allstate 3018 STATE ROUTE 5 /Unit A	0.13	
06/09/2015		BOBL01 BOB LUSCHER CONSTRUCTION 2342 MCCLEARY JACOBY RD NE	0.00	
06/09/2015		KATI01 Katies Corner 3260 STATE ROUTE 5	0.00	
06/09/2015		MURP02 MURPHY USA 2021 MILLENNIUM BLVD NE	0.00	
Total Activities for Type: 15			3.48	

Grand Total Activities: 15 Grand Totals: 3.48 0.00

Police Department Agenda for Monday July 6, 2015 Trustee Meeting

Thu 7/2/2015 1:16 PM

**From:** Michael Hovis

**To:** rdrew@bazettatwp.org

**Cc:** fparke@bazettatwp.org



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Rita,

The following will be the agenda for the police department:

1. To hire Michael L. Floravit II as a Reserve Officer effective immediately pending passage of his psychological and drug testing.
2. To authorize the sale of a Schwinn OCC Chopper bicycle with engine from the impound lot. It does not have any serial numbers.
3. To accept the following items as a donation from Walmart (Attached) and authorize them to be traded to Standard Law Enforcement Supply Company.
- 4.

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

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

Wal-Mart Donation for trustee meeting 07/06/2015

302- 9MM Rounds

951-22 caliber rounds

10-12 gauge shells

25-20 gauge shells

1-28 gauge shell

4-7.62X39 shells

11-50 caliber bullets

Accept donation from Walmart and authorize to trade in with Standard Law Enforcement supply Company.



## June 2015

Published Date: July 1 ,2015

Activity	Total
Calls for Service	637
Incident Reports Filed	107
Traffic Crash Investigations	12
Number of Persons Arrested	44
Traffic Offenses	59
Traffic Citations Issued	46
Vehicle Miles Traveled	10,140.30
Office Contacts	225

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



## Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

### 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

### 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423	440	491	516	701	637							3208
Incidents Filed	100	97	117	110	124	107							655
Traffic Crash Investigations	18	14	9	10	13	12							76
Number of Persons Arrested	42	38	54	46	46	44							270
Traffic Offenses	58	27	81	65	116	59							406
Miles Travel	11,116.1	9,326.80	10,909.1	11,181.20	11,590.40	10,140.30							64263.9

\*Some Statistics may have been updated

\*\* Numbers published as of July 1, 2015 subject to change

\*\*Numbers updated on July 1, 2015

\*\*COS Stats provided by the 911 center may not reflect actual #'s

# Bazetta Township Police Department

## Year to Date Analysis January to June 2014 Comparison to January to June 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to June 2014	January to June 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	3388	3208	-5.313
Incidents Filed	739	655	-11.367
Traffic Crash Investigations	85	76	-10.588
Number of Persons Arrested	307	270	-12.052
Traffic Offenses	542	406	-25.092
Miles Traveled	76,533.98	64,263.9	-16.032

Numbers published as of July 1, 2015 – subject to change Numbers updated on 7/1/2015



Orig 330 539 4906  
 Rch 330 240 9899

**Purchase Order**

TO <i>Bazzetta Tree</i>	SHIP TO <i>Tanglewood Tree</i>
ADDRESS <i>Fire Station Lot</i>	ADDRESS <i>1336 Sadam Hutabing</i>
CITY, STATE, ZIP	CITY, STATE, ZIP <i>Vienna Tree Guard 22184</i>

DATE <i>7-6-15</i>	DATE REQUIRED	TERMS <i>Completion</i>	HOW SHIPPED	REQ. NO. OR DEPT.	FOR
-----------------------	---------------	----------------------------	-------------	-------------------	-----

QUANTITY ORDERED	QUANTITY RECEIVED	PLEASE SUPPLY LISTED ITEMS BELOW	PRICE	UNIT
1		<i>Tree work: Chip up branches located on property where fire station will be built. Use chipper to chip up branches that were left from trees removed on lot. Blow chips on property &amp; leave any large wood for firewood.</i>		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				

*Chipper work - 2500*

**IMPORTANT**

Purchase Order Number must appear on all invoices - packaging, etc.  
 Please notify us immediately if you are unable to complete the order by date specified.

Please send \_\_\_\_\_ copies of your INVOICE with ORIGINAL BILL OF LADING.

PURCHASING AGENT

297351

Gres  
MT MAN Tree Service 330-539-49

CUSTOMER'S ORDER NO. DEPARTMENT DATE

NAME BAZZETTA Twp

ADDRESS

CITY, STATE, ZIP

SOLD BY CASH C.O.D. CHARGE ON ACCT. MDSE. RETD. PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Chip Brush AT Fire Station		
2	LOT LEAVE CHIPS ON SITE		
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			\$3500
18			+ SALES TAX

RECEIVED BY

A-5805  
T-46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11

Body Contact: 2  
 Reactivity: 1  
 Chronic: 2

Low=1  
 Moderate=2  
 High=3  
 Extreme=4



# Permethrin

1 of 10

sc-201319



Material Safety Data Sheet

Hazard Alert Code Key: **EXTREME** **HIGH** **MODERATE** **LOW**

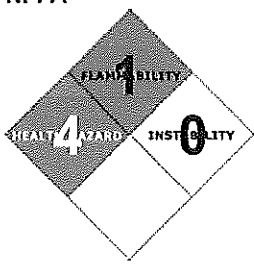
## Section 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

**PRODUCT NAME**  
 Permethrin

**STATEMENT OF HAZARDOUS NATURE**

CONSIDERED A HAZARDOUS SUBSTANCE ACCORDING TO OSHA 29 CFR 1910.1200.

**NFPA**



**SUPPLIER**

Santa Cruz Biotechnology, Inc.  
 2145 Delaware Avenue  
 Santa Cruz, California 95060  
 800.457.3801 or 831.457.3800

**EMERGENCY:**

ChemWatch  
 Within the US & Canada: 877-715-9305  
 Outside the US & Canada: +800 2436 2255  
 (1-800-CHEMCALL) or call +613 9573 3112

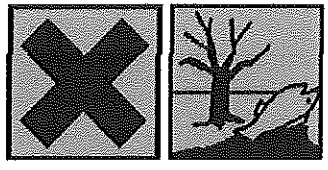
**SYNONYMS**

C21-H20-Cl2-O3, "cyclopropanecarboxylic acid, 3-(2, 2-dichlorovinyl)-2, 2-dimethyl, ", "3-phenoxybenzyl ester, (+-), (cis, trans)-", "3-phenoxybenzyl (+-)-3-(2, 2-dichlorovinyl)-2, 2-", dimethylcyclopropanecarboxylate, "3-phenoxybenzyl dl-cis/trans-3-(2, 2-dichlorovinyl)-2, 2-dimethyl-1-", cyclopropane, -carboxylate, "(3-phenoxyphenyl)methyl-3-(2, 2-dichloroethenyl)-2, 2-dimethylcyclopropane", -carboxylate, Ambush, \*Kestrel, \*Talcord, Ambushfos, \*Outflank, \*Tornade, Coopex, \*Peregin, \*Perigen, Corsair, \*Pickel, Dragnet, \*Pounce, Ectoban, \*Prames, Exmin, \*Qamlin, Exsmin, \*Stockade, Kafil, \*Stomoxin, pyrethrum/pyrethroid /pyrethrin

## Section 2 - HAZARDS IDENTIFICATION

**CHEMWATCH HAZARD RATINGS**

	Min	Max
Flammability:	1	
Toxicity:	2	
Body Contact:	2	
Reactivity:	1	
Chronic:	2	



Rats fed on a diet of pyrethrins for 5000 ppm for 2 years showed some signs of tissue damage including liver lesions, bile duct proliferation and focal necrosis of the liver cells. A no-effect level of 1000 ppm found in animal experiments correspond to a daily dose of 3600 mg/man.

One long-term mouse study provided evidence of oncogenicity in the lungs at high dose levels. Toxicological evidence from mutagenicity studies and from long-term mouse and rat studies suggest that permethrins oncogenic potential is low, is limited to female mice and is

## CANADIAN WHMIS SYMBOLS



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### EMERGENCY OVERVIEW

#### RISK

May cause SENSITISATION by skin contact.

Harmful by inhalation, in contact with skin and if swallowed.

Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.

### POTENTIAL HEALTH EFFECTS

#### ACUTE HEALTH EFFECTS

##### SWALLOWED

■ Accidental ingestion of the material may be harmful; animal experiments indicate that ingestion of less than 150 gram may be fatal or may produce serious damage to the health of the individual.

##### EYE

■ Although the material is not thought to be an irritant, direct contact with the eye may cause transient discomfort characterized by tearing or conjunctival redness (as with windburn). Slight abrasive damage may also result.

##### SKIN

■ Skin contact with the material may be harmful; systemic effects may result following absorption.

■ The material is not thought to be a skin irritant (as classified using animal models). Abrasive damage however, may result from prolonged exposures.

■ Open cuts, abraded or irritated skin should not be exposed to this material.

■ Entry into the blood-stream, through, for example, cuts, abrasions or lesions, may produce systemic injury with harmful effects. Examine the skin prior to the use of the material and ensure that any external damage is suitably protected.

##### INHALED

■ Inhalation of vapors, aerosols (mists, fumes) or dusts, generated by the material during the course of normal handling, may be harmful.

■ The material is not thought to produce respiratory irritation (as classified using animal models). Nevertheless inhalation of dusts, or fume, especially for prolonged periods, may produce respiratory discomfort and occasionally, distress.

■ Persons with impaired respiratory function, airway diseases and conditions such as emphysema or chronic bronchitis, may incur further disability if excessive concentrations of particulate are inhaled.

■ This material, like natural pyrethrins, may cause central stimulation with nausea, vomiting, stomach upset, diarrhea, hypersensitivity, inco-ordination, tremors, muscle paralysis, convulsion, coma and respiratory failure. There may be aggressive behavior, tremor and weakness.

■ Inhalation of pyrethrins may produce nausea, vomiting, sneezing, serious nasal discharge, nasal stuffiness and asthma. High concentrations may produce hyperexcitability, incoordination, tremors, muscular paralysis and death (due to respiratory failure).

There have been some reports of transient facial tingling (paraesthesia) which lasts a few hours after exposure.

### CHRONIC HEALTH EFFECTS

■ Skin contact with the material is more likely to cause a sensitization reaction in some persons compared to the general population.

There has been some concern that this material can cause cancer or mutations but there is not enough data to make an assessment.

Limited evidence suggests that repeated or long-term occupational exposure may produce cumulative health effects involving organs or biochemical systems.

There is some evidence that inhaling this product is more likely to cause a sensitization reaction in some persons compared to the general population.

Long term exposure to high dust concentrations may cause changes in lung function i.e. pneumoconiosis; caused by particles less than 0.5 micron penetrating and remaining in the lung.

Chronic poisoning by natural pyrethrins may result in convulsion, tetanic paralysis, rapid and uneven heart beat, liver and kidney damage, or death.

The natural pyrethrins may produce hypersensitivity, especially following previous sensitising exposure. In general, repeated exposures over 2 or 3 years are required to elicit a response and involve exposure to pyrethrum rather than its individual components (including pyrethrins). The sesquiterpene lactone (pyrethrosin) and the pyrethrum glycoproteins account for the immediate and delayed hypersensitivity seen in guinea pigs following a single injection of ground chrysanthemum in Freud's adjuvant. Mild erythematous vesicular dermatitis (with papules), pruritus, localized oedema (particularly of the face, lips and eyelids), rhinitis, tachycardia, pallor and sweating are the most common syndromes. An initial skin sensitisation can progress to marked dermal oedema and skin cracking. Pyrethrum dermatitis appears to increase in hot weather or under conditions where heavy perspiration is produced. The active ingredients of pyrethrum (except pyrethrin II) are inactive in patch tests. Those patients allergic to ragweed pollen are particularly sensitive to pyrethrin. Rats fed on a diet of pyrethrins for 5000 ppm for 2 years showed some signs of tissue damage including liver lesions, bile duct proliferation and focal necrosis of the liver cells. A no-effect level of 1000 ppm found in animal experiments correspond to a daily dose of 3600 mg/man.

One long-term mouse study provided evidence of oncogenicity in the lungs at high dose levels. Toxicological evidence from mutagenicity studies and from long-term mouse and rat studies suggest that permethrins oncogenic potential is low, is limited to female mice and is

## PERSONAL PROTECTION

Glasses:  
Chemical goggles.  
Gloves:  
Respirator:

probably epigenetic.  
Oral administration in rats produced a marginal increase in pulmonary adenomas in males.

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## Section 3 - COMPOSITION / INFORMATION ON INGREDIENTS

NAME	CAS RN	%
permethrin	52645-53-1	100
being a mixture of trans and cis-isomers (typically 60:40) as		
<u>trans-permethrin</u>	51877-74-8	
<u>cis-permethrin</u>	61949-76-6	

## Section 4 - FIRST AID MEASURES

### SWALLOWED

· IF SWALLOWED, REFER FOR MEDICAL ATTENTION, WHERE POSSIBLE, WITHOUT DELAY. · Where Medical attention is not immediately available or where the patient is more than 15 minutes from a hospital or unless instructed otherwise:

### EYE

■ If this product comes in contact with the eyes: · Wash out immediately with fresh running water. · Ensure complete irrigation of the eye by keeping eyelids apart and away from eye and moving the eyelids by occasionally lifting the upper and lower lids.

### SKIN

■ If skin contact occurs: · Immediately remove all contaminated clothing, including footwear · Flush skin and hair with running water (and soap if available).

### INHALED

· If fumes or combustion products are inhaled remove from contaminated area. · Lay patient down. Keep warm and rested.

### NOTES TO PHYSICIAN

■ For chronic or short term repeated exposures to pyrethrum and synthetic pyrethroids: Mammalian toxicity of pyrethrum and synthetic pyrethroids is low, in part because of poor bioavailability and a large first pass extraction by the liver. The most common adverse reaction results from the potent sensitizing effects of pyrethrins.

## Section 5 - FIRE FIGHTING MEASURES

Vapour Pressure (mmHG):	Negligible.
Upper Explosive Limit (%):	Not available
Specific Gravity (water=1):	1.190-1.272
Lower Explosive Limit (%):	Not available

### EXTINGUISHING MEDIA

· Foam.  
· Dry chemical powder.

### FIRE FIGHTING

· Alert Emergency Responders and tell them location and nature of hazard.  
· Wear breathing apparatus plus protective gloves.  
When any large container (including road and rail tankers) is involved in a fire, consider evacuation by 100 metres in all directions.

### GENERAL FIRE HAZARDS/HAZARDOUS COMBUSTIBLE PRODUCTS

· Combustible solid which burns but propagates flame with difficulty.  
· Avoid generating dust, particularly clouds of dust in a confined or unventilated space as dusts may form an explosive mixture with air, and any source of ignition, i.e. flame or spark, will cause fire or explosion. Dust clouds generated by the fine grinding of the solid are a particular hazard; accumulations of fine dust may burn rapidly and fiercely if ignited.

Combustion products include: carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), hydrogen chloride, phosgene, other pyrolysis products typical of burning organic material.

### FIRE INCOMPATIBILITY

■ Avoid contamination with oxidizing agents i.e. nitrates, oxidizing acids, chlorine bleaches, pool chlorine etc. as ignition may result.

## PERSONAL PROTECTION

Glasses:  
Chemical goggles.  
Gloves:  
Respirator:

US ACGIH  
Threshold Limit  
Values (TLV)      permethrin  
(Pyrethrum)      5

TLV Basis:  
liver  
damage;  
lower  
respiratory

Particulate

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## Section 6 - ACCIDENTAL RELEASE MEASURES

### MINOR SPILLS

- Remove all ignition sources.
- Clean up all spills immediately.
- Avoid contact with skin and eyes.
- Control personal contact by using protective equipment.
- Use dry clean up procedures and avoid generating dust.
- Place in a suitable, labelled container for waste disposal.

Environmental hazard - contain spillage.

### MAJOR SPILLS

- Environmental hazard - contain spillage.

Moderate hazard.

- CAUTION: Advise personnel in area.
- Alert Emergency Responders and tell them location and nature of hazard.

## Section 7 - HANDLING AND STORAGE

### PROCEDURE FOR HANDLING

- Avoid all personal contact, including inhalation.
- Wear protective clothing when risk of exposure occurs.

Empty containers may contain residual dust which has the potential to accumulate following settling. Such dusts may explode in the presence of an appropriate ignition source.

- Do NOT cut, drill, grind or weld such containers.
- In addition ensure such activity is not performed near full, partially empty or empty containers without appropriate workplace safety authorisation or permit.

### RECOMMENDED STORAGE METHODS

- Glass container.
- Polyethylene or polypropylene container.
- Check all containers are clearly labelled and free from leaks.

### STORAGE REQUIREMENTS

- Observe manufacturer's storing and handling recommendations.

## Section 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

### EXPOSURE CONTROLS

Source	Material	TWA ppm	TWA mg/m <sup>3</sup>	STEL ppm	STEL mg/m <sup>3</sup>	Peak ppm	Peak mg/m <sup>3</sup>	TWA F/CC	Notes
Canada - Alberta Occupational Exposure Limits	permethrin (Pyrethrum)		5						
Canada - British Columbia Occupational Exposure Limits	permethrin (Pyrethrum)		5						S
US NIOSH Recommended Exposure Limits (RELs)	permethrin (Pyrethrum)		5						
US OSHA Permissible Exposure Levels (PELs) - Table Z1	permethrin (Pyrethrum)		5						
US ACGIH Threshold Limit Values (TLV)	permethrin (Pyrethrum)		5						TLV Basis: liver damage; lower respiratory

US - Minnesota Permissible Exposure Limits (PELs)	permethrin (Pyrethrum)	5	
US - Vermont Permissible Exposure Limits Table Z-1-A Transitional Limits for Air Contaminants	permethrin (Pyrethrum)	5	
US - Vermont Permissible Exposure Limits Table Z-1-A Final Rule Limits for Air Contaminants	permethrin (Pyrethrum)	5	
US - Tennessee Occupational Exposure Limits - Limits For Air Contaminants	permethrin (Pyrethrum)	5	
US - California Permissible Exposure Limits for Chemical Contaminants	permethrin (Pyrethrum)	5	
US - Idaho - Limits for Air Contaminants	permethrin (Pyrethrum)	5	
Canada - Quebec Permissible Exposure Values for Airborne Contaminants (English)	permethrin (Pyrethrum)	5	
US - Hawaii Air Contaminant Limits	permethrin (Pyrethrum)	5	10
US - Alaska Limits for Air Contaminants	permethrin (Pyrethrum)	5	
Canada - Saskatchewan Occupational Health and Safety Regulations - Contamination Limits	permethrin (Pyrethrum)	5	10
Canada - Yukon Permissible Concentrations for Airborne Contaminant Substances	permethrin (Pyrethrum)	5	10
US - Washington Permissible exposure limits of air contaminants	permethrin (Pyrethrum)	5	10

than 240 minutes according to EN 374) is recommended.

- When only brief contact is expected, a glove with a protection class of 3 or higher (breakthrough time greater than 60 minutes according to EN 374) is recommended.

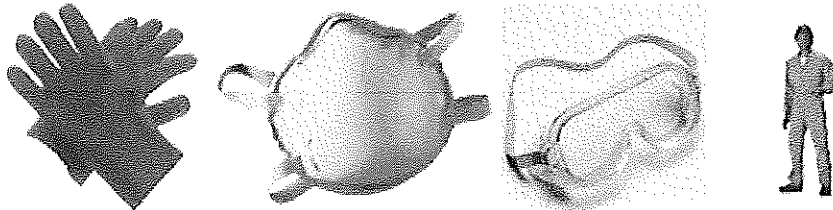
- Contaminated gloves should be replaced.

*Gloves must only be worn on clean hands. After using gloves, hands should be washed and dried thoroughly. Application of a*

US - Michigan Exposure Limits for Air Contaminants	permethrin (Pyrethrum)	5	6 of 10	
Canada - Prince Edward Island Occupational Exposure Limits	permethrin (Pyrethrum)	5		TLV Basis: liver damage; lower respiratory tract irritation
US - Wyoming Toxic and Hazardous Substances Table Z1 Limits for Air Contaminants	permethrin (Pyrethrum)	5		
Canada - Nova Scotia Occupational Exposure Limits	permethrin (Pyrethrum)	5		TLV Basis: liver damage; lower respiratory tract irritation
US - Oregon Permissible Exposure Limits (Z-1)	permethrin (Pyrethrum)	5		
Canada - Northwest Territories Occupational Exposure Limits (English)	permethrin (Pyrethrum)	5	10	

ENDOELTABLE

## PERSONAL PROTECTION



### RESPIRATOR

Particulate

Consult your EHS staff for recommendations

### EYE

- Safety glasses with side shields.
- Chemical goggles.

### HANDS/FEET

■ NOTE: The material may produce skin sensitization in predisposed individuals. Care must be taken, when removing gloves and other protective equipment, to avoid all possible skin contact.

Suitability and durability of glove type is dependent on usage. Important factors in the selection of gloves include: such as:

- frequency and duration of contact,
- chemical resistance of glove material,
- glove thickness and
- dexterity

Select gloves tested to a relevant standard (e.g. Europe EN 374, US F739).

- When prolonged or frequently repeated contact may occur, a glove with a protection class of 5 or higher (breakthrough time greater than 240 minutes according to EN 374) is recommended.

- When only brief contact is expected, a glove with a protection class of 3 or higher (breakthrough time greater than 60 minutes according to EN 374) is recommended.

- Contaminated gloves should be replaced.

Gloves must only be worn on clean hands. After using gloves, hands should be washed and dried thoroughly. Application of a



- are hydrolysed by oxygen and/or sunlight
  - may react with strong oxidisers to produce fire and explosions
  - are incompatible with alkalis.
  - Avoid strong acids, bases.
- Avoid reaction with oxidizing agents.

non-perfumed moisturiser is recommended.

Experience indicates that the following polymers are suitable as glove materials for protection against undissolved, dry solids, where abrasive particles are not present.

7 of 10

- polychloroprene
- nitrile rubber
- butyl rubber
- fluorocautchouc
- polyvinyl chloride

Gloves should be examined for wear and/ or degradation constantly.

**OTHER**

- Overalls.
- P.V.C. apron.
- Barrier cream.
- Skin cleansing cream.
- Eye wash unit.

**ENGINEERING CONTROLS**

- Local exhaust ventilation is required where solids are handled as powders or crystals; even when particulates are relatively large, a certain proportion will be powdered by mutual friction.
- Exhaust ventilation should be designed to prevent accumulation and recirculation of particulates in the workplace.

**Section 9 - PHYSICAL AND CHEMICAL PROPERTIES**

**PHYSICAL PROPERTIES**

Solid.  
Does not mix with water.  
Sinks in water.

State	Divided solid	Molecular Weight	391.31
Melting Range (°F)	95~	Viscosity	Not Applicable
Boiling Range (°F)	428	Solubility in water (g/L)	Partly miscible
Flash Point (°F)	Not available	pH (1% solution)	Not applicable
Decomposition Temp (°F)	Not available.	pH (as supplied)	Not applicable
Autoignition Temp (°F)	Not available.	Vapour Pressure (mmHG)	Negligible.
Upper Explosive Limit (%)	Not available	Specific Gravity (water=1)	1.190-1.272
Lower Explosive Limit (%)	Not available	Relative Vapor Density (air=1)	13.5
Volatile Component (%vol)	Negligible	Evaporation Rate	Not available

**PERMETHRIN**

**log Kow (Sangster 1997):**

6.5

**APPEARANCE**

Colourless crystals at temperatures below melting point, or a pale yellow viscous liquid. Soluble or miscible with organic solvents, except ethylene glycol. Exists as two isomers, the alpha cis isomer is more active against insects and arthropods. Usually transported as an emulsifiable racemic concentrate. The material is rapidly degraded in soil and biodegraded in mammals.

log Kow 3.48-6.5

Material	Value

**Section 10 - CHEMICAL STABILITY**

**CONDITIONS CONTRIBUTING TO INSTABILITY**

- Presence of incompatible materials.
- Product is considered stable.

**STORAGE INCOMPATIBILITY**

- Pyrethrins and permethrins:
    - are unstable in the presence of light, heat, moisture and air
    - are hydrolysed by oxygen and/ or sunlight
    - may react with strong oxidisers to produce fire and explosions
    - are incompatible with alkalis.
    - Avoid strong acids, bases.
- Avoid reaction with oxidizing agents.

very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.  
 This material and its container must be disposed of as hazardous waste.  
 Avoid release to the environment.  
 Refer to special instructions/ safety data sheets.

For incompatible materials - refer to Section 7 - Handling and Storage.

**Section 11 - TOXICOLOGICAL INFORMATION**

PERMETHRIN

**TOXICITY AND IRRITATION**

■ unless otherwise specified data extracted from RTECS - Register of Toxic Effects of Chemical Substances.  
 ■ The substance is classified by IARC as Group 3:  
 NOT classifiable as to its carcinogenicity to humans.  
 Evidence of carcinogenicity may be inadequate or limited in animal testing.  
 PERMETHRIN:

TOXICITY	IRRITATION
Oral (rat) LD50: 383 mg/kg	Skin (rabbit): 500 mg/24h - Mild
Inhalation (rat) LC50: 485 mg/m <sup>3</sup>	
Dermal (rat) LD50: 1750 mg/kg	
Dermal (mouse) LD50: >10000 mg/kg	
Oral (rabbit) LD50: 4000 mg/kg	
Dermal (rabbit) LD50: >2000 mg/kg	
Oral (g.pig) LD50: 4000 mg/kg	
Oral (rat) LD50: 6000 mg/kg *	

*cis/trans (None) ratio: 25:75: in corn oil*

■ [ \* The Pesticides Manual, Incorporating The Agrochemicals Handbook, 10th Edition, Editor Clive Tomlin, 1994, British Crop Protection Council].

Oral (rat) LD50: 430-4000 mg/kg \*  
 Oral (mouse) LD50: 540-2960 mg/kg \*  
*cis/trans ratio: 40:60*  
*cis/trans ratio: 20:80*

ADI: 0.05 mg/kg for nominal cis-trans 40:60 and 25:75 isomers only

**TOXICITY**

**IRRITATION**

**TRANS-PERMETHRIN:**

Oral (mouse) LD50: 3100 mg/kg

Nil  
Reported

Intraperitoneal (mouse) LD50: 1000 mg/kg

*Subcutaneous (frog) LD50: 7.5 mg/kg*

**CIS-PERMETHRIN:**

Intraperitoneal (mouse) LD50:  
108 mg/kg

Nil  
Reported

*Intravenous (mouse) LD50: 17 mg/kg*

**CARCINOGEN**

PERMETHRIN

US Environmental Defense  
Scorecard Suspected  
Carcinogens

Reference(s)

OPP-CAN

**Section 12 - ECOLOGICAL INFORMATION**

Very toxic to aquatic organisms, may cause long-term adverse effects in the aquatic environment.  
 This material and its container must be disposed of as hazardous waste.  
 Avoid release to the environment.  
 Refer to special instructions/ safety data sheets.

N.O.S. \*(CONTAINS PERMETHRIN)  
**Maritime Transport IMDG:**  
IMDG Class: 9 IMDG Subrisk: None  
UN Number: 3077 Packing Group: III  
EMS Number: F-A, S-F Special provisions: 179 274 335 909

#### Ecotoxicity

Ingredient	<b>Persistence:</b> Water/Soil	<b>Persistence:</b> 9 of 10 Air	<b>Bioaccumulation</b>	<b>Mobility</b>
permethrin	<b>HIGH</b>		<b>HIGH</b>	<b>LOW</b>

### Section 13 - DISPOSAL CONSIDERATIONS

#### Disposal Instructions

All waste must be handled in accordance with local, state and federal regulations.  
; Puncture containers to prevent re-use and bury at an authorized landfill.  
Legislation addressing waste disposal requirements may differ by country, state and/ or territory. Each user must refer to laws operating in their area. In some areas, certain wastes must be tracked.  
A Hierarchy of Controls seems to be common - the user should investigate:  
· Reduction  
· Reuse  
· Recycling  
· Disposal (if all else fails)  
This material may be recycled if unused, or if it has not been contaminated so as to make it unsuitable for its intended use. Shelf life considerations should also be applied in making decisions of this type. Note that properties of a material may change in use, and recycling or reuse may not always be appropriate.  
DO NOT allow wash water from cleaning equipment to enter drains. Collect all wash water for treatment before disposal.  
· Recycle wherever possible.  
· Consult manufacturer for recycling options or consult Waste Management Authority for disposal if no suitable treatment or disposal facility can be identified.

### Section 14 - TRANSPORTATION INFORMATION



DOT:  
Symbols: G Hazard class or Division: 9  
Identification Numbers: UN3077 PG: III  
Label Codes: 9 Special provisions: 8, 146,  
335, B54,  
IB8, IP3,  
N20, T1,  
TP33  
Packaging: Exceptions: 155 Packaging: Non- bulk: 213  
Packaging: Exceptions: 155 Quantity limitations: No limit  
Passenger aircraft/rail:  
Quantity Limitations: Cargo No limit Vessel stowage: Location: A  
aircraft only:  
Vessel stowage: Other: None  
Hazardous materials descriptions and proper shipping names:  
Environmentally hazardous substance, solid, n.o.s

#### Air Transport IATA:

ICAO/IATA Class: 9 ICAO/IATA Subrisk: None  
UN/ID Number: 3077 Packing Group: III  
Special provisions: A97  
Cargo Only  
Packing Instructions: 911 Maximum Qty/Pack: 400 kg  
Passenger and Cargo Passenger and Cargo  
Packing Instructions: 911 Maximum Qty/Pack: 400 kg  
Passenger and Cargo Limited Quantity Passenger and Cargo Limited Quantity  
Packing Instructions: Y911 Maximum Qty/Pack: 30 kg G  
Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID,  
N.O.S. \*(CONTAINS PERMETHRIN)

#### Maritime Transport IMDG:

IMDG Class: 9 IMDG Subrisk: None  
UN Number: 3077 Packing Group: III  
EMS Number: F-A, S-F Special provisions: 179 274 335 909

Limited Quantities: 5 kg Marine Pollutant: Yes  
Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.  
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## Section 15 - REGULATORY INFORMATION

**permethrin** (CAS: 52645-53-1, 54774-45-7, 57608-04-5, 93388-66-0, 63364-00-1, 60018-94-2, 75497-64-2) is found on the following regulatory lists;

"Canada - Saskatchewan Environmental Persistent or Chronic Hazardous Substances", "OSPAR Substances removed from the List of Substances of Possible Concern", "US - Massachusetts Oil & Hazardous Material List", "WHO Guidelines for Drinking-water Quality - Chemicals for which guideline values have not been established"

### Regulations for ingredients

**trans-permethrin (CAS: 51877-74-8) is found on the following regulatory lists;**

"Canada - Saskatchewan Environmental Persistent or Chronic Hazardous Substances", "US - California Occupational Safety and Health Regulations (CAL/OSHA) - Hazardous Substances List", "US - Massachusetts Oil & Hazardous Material List", "US - Pennsylvania - Hazardous Substance List", "US CWA (Clean Water Act) - Reportable Quantities of Designated Hazardous Substances", "US Department of Transportation (DOT) List of Hazardous Substances and Reportable Quantities - Hazardous Substances Other Than Radionuclides", "US List of Lists - Consolidated List of Chemicals Subject to EPCRA, CERCLA and Section 112(r) of the Clean Air Act"

**cis-permethrin (CAS: 61949-76-6) is found on the following regulatory lists;**

"Canada - Saskatchewan Environmental Persistent or Chronic Hazardous Substances", "US - California Occupational Safety and Health Regulations (CAL/OSHA) - Hazardous Substances List", "US - Massachusetts Oil & Hazardous Material List", "US - Pennsylvania - Hazardous Substance List", "US CWA (Clean Water Act) - Reportable Quantities of Designated Hazardous Substances", "US Department of Transportation (DOT) List of Hazardous Substances and Reportable Quantities - Hazardous Substances Other Than Radionuclides", "US List of Lists - Consolidated List of Chemicals Subject to EPCRA, CERCLA and Section 112(r) of the Clean Air Act"

## Section 16 - OTHER INFORMATION

ND

Substance CAS Suggested codes cis- permethrin 61949- 76- 6

### Ingredients with multiple CAS Nos

Ingredient Name CAS permethrin 52645-53-1, 54774-45-7, 57608-04-5, 93388-66-0, 63364-00-1, 60018-94-2, 75497-64-2

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■ Classification of the preparation and its individual components has drawn on official and authoritative sources as well as independent review by the Chemwatch Classification committee using available literature references.

A list of reference resources used to assist the committee may be found at:

[www.chemwatch.net/references](http://www.chemwatch.net/references).

■ The (M)SDS is a Hazard Communication tool and should be used to assist in the Risk Assessment. Many factors determine whether the reported Hazards are Risks in the workplace or other settings. Risks may be determined by reference to Exposures Scenarios. Scale of use, frequency of use and current or available engineering controls must be considered.

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Issue Date: Oct-22-2009

Print Date: Dec-22-2010

Limited Quantities: 5 kg Marine Pollutant: Yes  
Shipping Name: ENVIRONMENTALLY HAZARDOUS SUBSTANCE, SOLID, N.O.S.  
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## Section 15 - REGULATORY INFORMATION

**permethrin** (CAS: 52645-53-1, 54774-45-7, 57608-04-5, 93388-66-0, 63364-00-1, 60018-94-2, 75497-64-2) is found on the following regulatory lists;

"Canada - Saskatchewan Environmental Persistent or Chronic Hazardous Substances", "OSPAR Substances removed from the List of Substances of Possible Concern", "US - Massachusetts Oil & Hazardous Material List", "WHO Guidelines for Drinking-water Quality - Chemicals for which guideline values have not been established"

### Regulations for ingredients

**trans-permethrin (CAS: 51877-74-8)** is found on the following regulatory lists;

"Canada - Saskatchewan Environmental Persistent or Chronic Hazardous Substances", "US - California Occupational Safety and Health Regulations (CAL/OSHA) - Hazardous Substances List", "US - Massachusetts Oil & Hazardous Material List", "US - Pennsylvania - Hazardous Substance List", "US CWA (Clean Water Act) - Reportable Quantities of Designated Hazardous Substances", "US Department of Transportation (DOT) List of Hazardous Substances and Reportable Quantities - Hazardous Substances Other Than Radionuclides", "US List of Lists - Consolidated List of Chemicals Subject to EPCRA, CERCLA and Section 112(r) of the Clean Air Act"

**cis-permethrin (CAS: 61949-76-6)** is found on the following regulatory lists;

"Canada - Saskatchewan Environmental Persistent or Chronic Hazardous Substances", "US - California Occupational Safety and Health Regulations (CAL/OSHA) - Hazardous Substances List", "US - Massachusetts Oil & Hazardous Material List", "US - Pennsylvania - Hazardous Substance List", "US CWA (Clean Water Act) - Reportable Quantities of Designated Hazardous Substances", "US Department of Transportation (DOT) List of Hazardous Substances and Reportable Quantities - Hazardous Substances Other Than Radionuclides", "US List of Lists - Consolidated List of Chemicals Subject to EPCRA, CERCLA and Section 112(r) of the Clean Air Act"

## Section 16 - OTHER INFORMATION

ND

Substance CAS Suggested codes cis- permethrin 61949- 76- 6

### Ingredients with multiple CAS Nos

Ingredient Name CAS permethrin 52645-53-1, 54774-45-7, 57608-04-5, 93388-66-0, 63364-00-1, 60018-94-2, 75497-64-2

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■ Classification of the preparation and its individual components has drawn on official and authoritative sources as well as independent review by the Chemwatch Classification committee using available literature references. A list of reference resources used to assist the committee may be found at: [www.chemwatch.net/references](http://www.chemwatch.net/references).

■ The (M)SDS is a Hazard Communication tool and should be used to assist in the Risk Assessment. Many factors determine whether the reported Hazards are Risks in the workplace or other settings. Risks may be determined by reference to Exposures Scenarios. Scale of use, frequency of use and current or available engineering controls must be considered.

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treatment of head lice and scabies on humans are available, but these are considered pharmaceuticals, which are regulated by the United States Food and Drug Administration (FDA).<sup>2</sup> Uses for individual permethrin products vary widely. Always read and follow the label when applying pesticide products.

# PERMETHRIN

## TECHNICAL FACT SHEET

Signal words for products containing permethrin may range from Caution to Danger. The signal word reflects the combined toxicity of the active ingredient and other ingredients in the product. See the pesticide label on the product and refer to the NPIC fact sheets on **Signal Words** and **Inert or "Other" Ingredients**.

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NPIC Technical Fact Sheets provide information that is complex and intended for individuals with a scientific background and/or familiarity with toxicology and risk assessment. This document is intended to promote informed decision-making. Please refer to the General Fact Sheet for less technical information.

### Chemical Class and Type:

- Permethrin is an insecticide in the pyrethroid chemical family. The International Union of Pure and Applied Chemistry (IUPAC) name for permethrin is 3-phenoxybenzyl (1R,3R;1R,3SR)-3-(2,2-dichlorovinyl)-2,2-dimethyl-cyclopropanecarboxylate and the Chemical Abstracts Service (CAS) registry number is 52645-53-1.<sup>1</sup> Permethrin is considered a type I pyrethroid.<sup>2</sup>
- Permethrin was originally registered for use by the United States Environmental Protection Agency (U.S. EPA) in 1979, and it was re-registered in 2006.<sup>3</sup> See the text box on **Laboratory Testing**.
- Permethrin is a blend of two stereoisomers.<sup>1</sup> Details on the ratio used in a specific product may be listed on the label, or may not be readily available. For the remainder of this fact sheet, note that permethrin refers to an isomer blend and not one isomer alone.

**Laboratory Testing:** Before pesticides are registered by the U.S. EPA, they must undergo laboratory testing for short-term (acute) and long-term (chronic) health effects. Laboratory animals are purposely given high enough doses to cause toxic effects. These tests help scientists judge how these chemicals might affect humans, domestic animals, and wildlife in cases of overexposure.

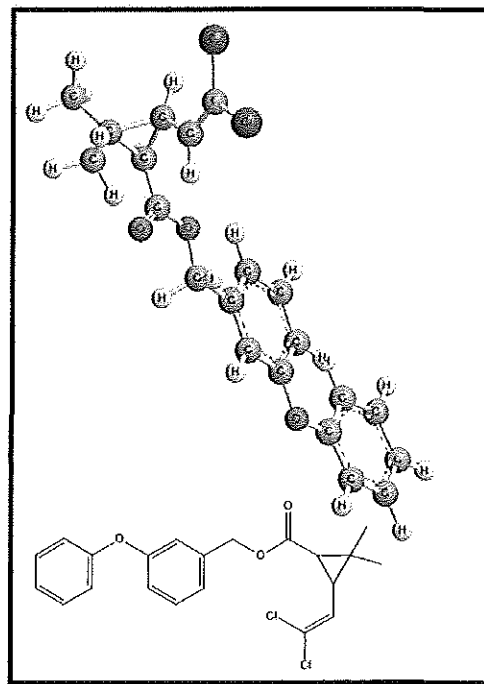
### Physical / Chemical Properties:

- Technical permethrin ranges from a colorless crystal to a yellow or brown viscous liquid.<sup>1,2</sup> No information on the odor of permethrin was found.
- Vapor pressure<sup>2</sup>:  $2.15 \times 10^{-8}$  mmHg
- Octanol-Water Partition Coefficient ( $\log K_{ow}$ )<sup>1</sup>: 6.1 at 20 °C
- Henry's constant<sup>2</sup>:  $1.4 \times 10^{-6}$  atm·m<sup>3</sup>/mol
- Molecular weight<sup>1</sup>: 391.3 g/mol
- Solubility (water)<sup>1,2</sup>:  $5.5 \times 10^{-3}$  mg/L,  $6 \times 10^{-3}$  mg/L
- Soil Sorption Coefficient ( $K_{oc}$ )<sup>4</sup>:  $1.00 \times 10^5$

### Uses:

- Permethrin can be used in public health mosquito abatement programs and on a variety of food or feed crops and livestock; or in structures and buildings, including livestock housing and food-handling establishments. Permethrin can also be used in numerous residential sites, both indoor and outdoor, and on pets and clothing. When permethrin is used on large areas like crops, nurseries, and sod farms it is considered a restricted use pesticide. For other applications, it is considered a general use pesticide. Formulations of permethrin used for treatment of head lice and scabies on humans are available, but these are considered pharmaceuticals, which are regulated by the United States Food and Drug Administration (FDA).<sup>2</sup> Uses for individual permethrin products vary widely. Always read and follow the label when applying pesticide products.
- Signal words for products containing permethrin may range from Caution to Danger. The signal word reflects the combined toxicity of the active ingredient and other ingredients in the product. See the pesticide label on the product and refer to the NPIC fact sheets on **Signal Words** and **Inert or "Other" Ingredients**.

### Molecular Structure - Permethrin



Dermal exposure to permethrin may cause irritation, itching, or paresthesia (a tingly, prickly sensation) at the site of contact. These symptoms rarely last more than 24 hours.<sup>12</sup> Ocular exposures may result in pain, redness, or a burning sensation.<sup>13</sup>

# PERMETHRIN

## TECHNICAL FACT SHEET

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### TOXICITY CLASSIFICATION - PERMETHRIN

	High Toxicity	Moderate Toxicity	Low Toxicity	Very Low Toxicity
Acute Oral LD <sub>50</sub>	Up to and including 50 mg/kg (≤ 50 mg/kg)	Greater than 50 through 500 mg/kg (> 50 - 500 mg/kg)	Greater than 500 through 5000 mg/kg (> 500 - 5000 mg/kg)	Greater than 5000 mg/kg (> 5000 mg/kg)
Inhalation LC <sub>50</sub>	Up to and including 0.05 mg/L (≤ 0.05 mg/L)	Greater than 0.05 through 0.5 mg/L (> 0.05 - 0.5 mg/L)	Greater than 0.5 through 2.0 mg/L (> 0.5 - 2.0 mg/L)	Greater than 2.0 mg/L (> 2.0 mg/L)
Dermal LD <sub>50</sub>	Up to and including 200 mg/kg (≤ 200 mg/kg)	Greater than 200 through 2000 mg/kg (> 200 - 2000 mg/kg)	Greater than 2000 through 5000 mg/kg (> 2000 - 5000 mg/kg)	Greater than 5000 mg/kg (> 5000 mg/kg)
Primary Eye Irritation	Corrosive (irreversible destruction of ocular tissue) or corneal involvement or irritation persisting for more than 21 days	Corneal involvement or other eye irritation clearing in 8 - 21 days	Corneal involvement or other eye irritation clearing in 7 days or less	Minimal effects clearing in less than 24 hours
Primary Skin Irritation	Corrosive (tissue destruction into the dermis and/or scarring)	Severe irritation at 72 hours (severe erythema or edema)	Moderate irritation at 72 hours (moderate erythema)	Mild or slight irritation at 72 hours (no irritation or erythema)

The highlighted boxes reflect the values in the "Acute Toxicity" section of this fact sheet. Modeled after the U.S. Environmental Protection Agency, Office of Pesticide Programs, Label Review Manual, Chapter 7: Precautionary Labeling. [http://www.epa.gov/opplead1/labeling/lrm/chap\\_07.pdf](http://www.epa.gov/opplead1/labeling/lrm/chap_07.pdf)

- Cats exposed dermally to some permethrin products may experience hyperexcitability, depression, ataxia, vomiting, anorexia, tremors, or convulsions. Symptoms can begin within a few minutes or up to three days after the exposure. Some permethrin products contain high concentrations of the active ingredient and are labeled for use only on dogs. Close physical contact with a recently treated dog may also lead to symptoms in cats. If symptoms are severe and untreated, they may result in death.<sup>5,7,10</sup>
- A report of 11 cats intentionally treated with products containing 45-65% permethrin described adverse effects including muscle tremors, seizures, incoordination and agitation after exposure. Of the 11 cats that were treated, all were hospitalized, and four died after the exposure. Seizures were found to develop within 24 hours of exposure, with some cats experiencing seizures within two hours. In one additional case, a cat was in proximity of two large dogs treated with a permethrin product 48 hours after treatment. Between 18 and 24 hours after being near the dogs, the cat developed signs including agitation, tremors, seizures, and ataxia.<sup>11</sup>
- Animals may also display drooling or lip-smacking. This is believed to be a result of licking at the application site and thought to be caused either by the taste or a tingling sensation in the mouth.<sup>5</sup>
- Cattle which have been treated topically with permethrin may show signs of paresthesia including twitching the skin on their backs, trying to rub their backs, and general restlessness.<sup>5</sup>

### Signs of Toxicity - Humans

- Dermal exposure to permethrin may cause irritation, itching, or paresthesia (a tingly, prickly sensation) at the site of contact. These symptoms rarely last more than 24 hours.<sup>12</sup> Ocular exposures may result in pain, redness, or a burning sensation.<sup>13</sup>
- While pyrethroids have been suggested as potential skin sensitizers<sup>12</sup>, no human data were found to support this for permethrin.
- Ingestion of permethrin may cause sore throat, abdominal pain, nausea, and vomiting.<sup>6,13</sup>

# PERMETHRIN

## Endocrine Disruption: TECHNICAL FACT SHEET

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- Inhalation of permethrin may cause headache, nasal and respiratory irritation, difficulty breathing, dizziness, nausea or vomiting.<sup>6,13</sup> Because of permethrin's low vapor pressure, inhalation exposures are more likely to result from aerosols, spray droplets, and dust, than from actual vapors.<sup>6</sup>
- Always follow label instructions and take steps to minimize exposure. If any exposure occurs, be sure to follow the First Aid instructions on the product label carefully. For additional treatment advice, contact the Poison Control Center at 1-800-222-1222. If you wish to discuss an incident with the National Pesticide Information Center, please call 1-800-858-7378.

## Chronic Toxicity:

### Animals

- Dogs fed daily doses of permethrin at 0, 5, 50 or 500 mg/kg body weight per day for at least 96 days showed transient signs of permethrin toxicosis at the highest dose used, including tremors. Researchers determined the NOAEL to be 50 mg/kg per day for this study, based on increased liver weights and neurological effects.<sup>9</sup> See the text box on **NOAEL, NOEL, LOAEL, and LOEL**.

NOAEL: No Observable Adverse Effect Level

NOEL: No Observed Effect Level

LOAEL: Lowest Observable Adverse Effect Level

LOEL: Lowest Observed Effect Level

- Mice were fed permethrin at concentrations ranging from 28 to 1400 mg/kg body weight per day for 28 days. No mice died during this experiment and no significant clinical signs were seen. Necropsies revealed an increase in liver weights relative to body weights in the 280 and 1400 dose groups. Researchers determined the NOAEL at 140 mg/kg per day based on the doses used in this study.<sup>9</sup>
- Rabbits given 21 daily dermal doses of permethrin ranging from 0.10 to 1.0 g/kg body weight showed signs of skin irritation, but no additional signs of toxicity were observed.<sup>14</sup>
- Guinea pigs, dogs, and rats were exposed to aerosolized permethrin for 13 weeks, five days per week, six hours each day. Concentration levels used in the experiment were 125, 250, and 500 mg/m<sup>3</sup>. At the highest dose tested, rats experienced tremors and convulsions in the first week only. The guinea pigs and dogs exhibited no clinical signs of poisoning throughout the experiment.<sup>14</sup>
- Rats involved in a 2-year feeding study were given 100 mg/kg permethrin in their diet. These rats showed no signs of toxicity.<sup>1</sup>

### Humans

- The U.S. EPA has determined a reference dose (RfD) and a Population Adjusted Dose (PAD) of 0.25 mg/kg/day for both acute and chronic dietary exposures to permethrin. These levels are based on a NOAEL of 25 mg/kg/day in rats and an Uncertainty Factor (UF) of 100.<sup>2</sup> See the text box on **Reference Dose (RfD)** (page 8).
- No human data were found on chronic effects of permethrin. See the text box on **Exposure**.

**Exposure:** Effects of permethrin on human health and the environment depend on how much permethrin is present and the length and frequency of exposure. Effects also depend on the health of a person and/or certain environmental factors.

## Endocrine Disruption:

- Experiments with rat and human cancer cell lines indicated that permethrin did not act as an antagonist for estrogens or androgens, nor did it act as an agonist for estrogens or androgens.<sup>15,16</sup> It was also concluded that permethrin did not act



## Humans

A study was conducted involving 96 women who had applied a single, full-body, dermal dose of 4% permethrin as a scabies treatment during their second or third trimesters of pregnancy. Researchers found no evidence that exposure to permethrin affected the outcome of the participants' pregnancies.<sup>22</sup>

# PERMETHRIN

## TECHNICAL FACT SHEET

A study involving 113 women using a 1% permethrin head lice treatment during pregnancy found no indication that exposure to permethrin affected the outcome of their pregnancies.<sup>23</sup>

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as a progestin in human cancer cells.<sup>15,16</sup> However, other research on human cancer cell lines implied a potential for permethrin to interfere with estrogenic activity through interface with the progesterone receptor.<sup>17</sup> More research is required to better understand any possible link between permethrin and endocrine function.

- Permethrin is included in the draft list of initial chemicals for screening under the U.S. EPA Endocrine Disruptor Screening Program (EDSP). The list of chemicals was generated based upon exposure potential, not based on whether the pesticide is a known or likely potential cause of endocrine effects.<sup>18</sup>

## Carcinogenicity:

### Animals

- Rats fed diets containing 500, 1000, or 2500 ppm for a period of two years showed no signs of carcinogenicity, however, signs of toxicity were noted at the highest doses used.<sup>19</sup>
- A lifetime cancer study involving mice fed diets with 250, 1000, or 2500 ppm permethrin resulted in slightly elevated numbers of benign hepatic tumors in males at the highest dose tested although the effect was not statistically significantly different from controls.<sup>19</sup>

### Humans

- In 1991, the International Agency for Research on Cancer (IARC) classified permethrin as Group 3, "not classifiable as to its carcinogenicity to humans," due to a lack of evidence.<sup>20</sup> More recently, the U.S. EPA has classified permethrin as "likely to be carcinogenic to humans" by ingestion. This rating is based on benign lung and liver tumors found in mice and similar, though inconclusive, evidence in rats, as well as corroborative Structure-Activity Relationships (SAR) information.<sup>2</sup> See the text box on **Cancer**.

**Cancer:** Government agencies in the United States and abroad have developed programs to evaluate the potential for a chemical to cause cancer. Testing guidelines and classification systems vary. To learn more about the meaning of various cancer classification descriptors listed in this fact sheet, please visit the appropriate reference, or call NPIC.

- No human data were found on the carcinogenic effects of permethrin.

## Reproductive or Teratogenic Effects:

### Animals

- Researchers studied the potential developmental effects of oral exposure to permethrin in pregnant rats. At a dose of 150 mg/kg body weight per day of pregnancy, researchers observed a reduction in fetal rat weights and a greater occurrence of additional ribs in the developing fetuses. No adverse effects were noted at 50 mg/kg body weight per day, the next lowest dose.<sup>21</sup>
- A similar study examined the effects of oral permethrin exposures on the offspring of pregnant rabbits. At 1200 mg/kg body weight per day of gestation, rabbits exhibited a greater loss of developing fetuses and decreased ossification of hind- and fore-limbs of the fetuses. No adverse effects were observed at the next lowest dose, 600 mg/kg body weight per day.<sup>21</sup>

### Humans

- A study was conducted involving 196 women who had applied a single, full-body, dermal dose of 4% permethrin as a scabies treatment during their second or third trimesters of pregnancy. Researchers found no evidence that exposure to permethrin affected the outcome of the participants' pregnancies.<sup>22</sup>
- A study involving 113 women using a 1% permethrin head lice treatment during pregnancy found no indication that exposure to permethrin affected the outcome of their pregnancies.<sup>23</sup>

## Environmental Fate:

# PERMETHRIN

## TECHNICAL FACT SHEET

The average half-life of permethrin in aerobic soils is 39.5 days, with a range from 11.6 to 113 days.<sup>30</sup> See the text box on Half-life.

Permethrin binds tightly to soil and is broken down primarily by microorganisms, but also by photolysis.<sup>30</sup>

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## Fate in the Body:

### Absorption

- Human case studies involving skin applications of permethrin indicated that about 0.5% of the applied dose was absorbed dermally.<sup>24</sup>
- Animal studies showed quick and substantial absorption of permethrin upon ingestion.<sup>9</sup> In one study of rats, about 60% of the orally administered dose was absorbed with an absorption half-life of less than one hour.<sup>25</sup>
- No information was found regarding absorption rates following inhalation of permethrin.

### Distribution

- Feeding studies using rats indicated that permethrin was rapidly distributed throughout the body. Peak concentrations measured in plasma, nerve tissue, liver, and kidneys occurred around four hours after ingestion. Levels found in nervous tissues were generally higher compared with in plasma.<sup>25,26</sup>
- A human case study involving an intentional ingestion of permethrin showed a similar distribution pattern with a peak permethrin concentration found in blood three to four hours after ingestion.<sup>27</sup>

### Metabolism

- In animal feeding studies using rats, goats, cows, and hens, permethrin was metabolized quickly in the liver. Hydrolysis, hydroxylation, oxidation, and conjugation are all involved in the process of metabolism.<sup>9,28</sup>
- While several metabolites of permethrin have been identified, permethrin itself is considered the only compound of toxicological significance.<sup>2,9</sup>

### Excretion

- Permethrin and its metabolites are excreted primarily in the urine, but also in the feces.<sup>6,9</sup>
- In rats given oral doses of permethrin, the excretion half-life was measured at 12.3 hours for plasma and from 9 to 23 hours for certain brain and nervous tissue, including the medulla oblongata.<sup>25</sup>

## Medical Tests and Monitoring:

- Permethrin metabolites can be detected in urine or blood; however, most clinical laboratories do not offer these testing services. The presence of a measurable amount of these metabolites in blood or urine does not mean that adverse health effects would be expected. In addition, these chemicals are not exclusively the products of exposure to permethrin. Further research is needed for scientists to better understand the relationship between the measured metabolites and the potential for adverse health effects.<sup>26</sup>
- The National Health and Nutrition Examination Survey (NHANES) included testing for permethrin metabolites in urine among 2539 Americans, ages 6 to 59. The relevant metabolites detected were *cis*- and *trans*-3-(2,2-dichlorovinyl)-2,2-dimethylcyclopropane carboxylic acid, and 3-phenoxybenzoic acid. These chemicals are also metabolites of other pyrethroids, thus their presence does not necessarily imply exposure to permethrin. The results from the NHANES survey indicated an average concentration of 0.321 µg/L of 3-phenoxybenzoic acid. The other permethrin metabolites were frequently below the level of detection so that a valid average concentration could not be calculated.<sup>29</sup>

## Environmental Fate:

### Soil

- The average half-life of permethrin in aerobic soils is 39.5 days, with a range from 11.6 to 113 days.<sup>30</sup> See the text box on Half-life.
- Permethrin binds tightly to soil and is broken down primarily by microorganisms, but also by photolysis.<sup>30</sup>

# PERMETHRIN

## TECHNICAL FACT SHEET

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### Water

- When permethrin enters an aquatic system, some is degraded by sunlight while in the water column but the majority binds tightly to the sediment.<sup>30,31</sup>
- In water, permethrin is broken down by photolysis into 3-phenoxybenzyl alcohol (PBA) and dichlorovinyl acid (DCVA).<sup>32</sup> The average half-life range for permethrin in the water column is about 19-27 hours, however permethrin adsorbed to sediments can persist more than a year.<sup>30</sup>
- Permethrin is not likely to contaminate groundwater due to its low water solubility and strong adsorption to soil.<sup>4,30</sup>

### Air

- Permethrin has the potential to drift depending on application technique, however it has a very low vapor pressure and is not expected to volatilize.<sup>30</sup>

### Plants

- The half-life of permethrin on plant foliage varies depending on the species. The approximate range is from one to three weeks.<sup>14</sup>
- Scientists applied radio labeled permethrin to soil at a rate of 2 kg/hectare. Sugar beets, wheat, lettuce, and cotton seeds were planted in the treated soil 30, 60, and 120 days after treatment. Radioactive residues in the edible portions of mature plants were found at levels up to 0.86 µg/g in the 30-day series and 0.09 µg/g in the 120-day series.<sup>33</sup> A closer look at the sugar beet residues in the 30-day series indicated that the radioactivity was more likely from uptake of the metabolites than of the parent compound.<sup>33</sup>

### Indoor

- Permethrin was applied in a thin layer to an indoor surface beside a window and exposed to daylight. After 20 days, 60% of the permethrin remained on the surface.<sup>14</sup>

### Food Residue

- In the FDA's Total Diet Study of 2003, permethrin residues were detected in 3% of the 1039 food samples tested. The range of permethrin levels found was 0.0008-4.7130 ppm.<sup>34</sup>
- In the 2006 United States Department of Agriculture (USDA) Pesticide Data Program (PDP) report on pesticide residues in food crops, total permethrin levels were measured in 1726 food samples including bananas, collard greens, summer squash, and watermelon. A total of 0.5% of these samples had detectable residues of permethrin ranging from 0.048-4.900 ppm. None of the detected levels exceeded their corresponding permethrin tolerances.<sup>35</sup>
- When testing for the cis- and trans-isomers separately, the USDA examined several additional crops, including broccoli, cranberries, peaches, and spinach. Of the 8948 samples tested, 6.7% had detectable residues ranging from 0.004 to 5.30 ppm. Spinach samples alone accounted for 97% of the detected levels of permethrin.<sup>35</sup>

## Ecotoxicity Studies:

### Birds

- Oral dose LD<sub>50</sub>s for chickens, mallard ducks, and Japanese quail are >3000, >9800, and >13,500 mg/kg body weight, respectively.<sup>1</sup>

The "half-life" is the time required for half of the compound to break down in the environment.

1 half-life = 50% remaining

2 half-lives = 25% remaining

3 half-lives = 12% remaining

4 half-lives = 6% remaining

5 half-lives = 3% remaining

Half-lives can vary widely based on environmental factors. The amount of chemical remaining after a half-life will always depend on the amount of the chemical originally applied. It should be noted that some chemicals may degrade into compounds of toxicological significance.

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- Permethrin is low in toxicity to birds.<sup>1</sup> However, some aerosol spray formulations contain a propellant that may pose a hazard to birds by inhalation.<sup>5</sup>

## Fish and Aquatic Life

- Permethrin is highly toxic to marine/estuarine, freshwater fish and other aquatic organisms.<sup>3</sup>
- For rainbow trout (*Oncorhynchus mykiss*), the 96-hour LC<sub>50</sub> is 2.5 µg/L and the 48-hour LC<sub>50</sub> is 5.4 µg/L. The 48-hour LC<sub>50</sub>s for bluegill sunfish (*Lepomis macrochirus*) and *Daphnia* are 1.8 µg/L and 0.6 µg/L respectively.<sup>1</sup>
- Research with freshwater amphipods indicates permethrin in aquatic sediments may inhibit growth of exposed invertebrates at levels as low as 44-73 ng/g sediment.<sup>36</sup>
- In a sediment toxicity study, researchers found detectable levels of permethrin in 26 of 30 creek sediment samples in California. All 30 samples were found to be toxic to *Hyalella azteca*, a local species of amphipod, at 15 °C. Several sediment samples also included other pyrethroids and low levels of organophosphates and/or organochlorines. Researchers concluded the main contributors to sediment toxicity in this study were bifenthrin, cypermethrin, cyfluthrin, and lambda-cyhalothrin.<sup>37</sup>

## Terrestrial Invertebrates

- Permethrin is highly toxic to invertebrates, including honey bees and other beneficial insects. The topical LC<sub>50</sub> for honeybees is 0.029 µg/bee.<sup>1,3</sup>

## Regulatory Guidelines:

- The U.S. EPA has determined a RfD of 0.25 mg/kg/day for both acute and chronic dietary exposures to permethrin.<sup>2</sup> See the text box on **Reference Dose (RfD)**.
- The U.S. EPA has classified permethrin as "likely to be carcinogenic to humans".<sup>2</sup> See the text box on **Cancer** (page 5).
- The U.S. EPA has not determined a MCL for permethrin in drinking water. However, a limit of 0.3 mg/L was set by the World Health Organization (WHO) as a guideline for permethrin in drinking water when it is applied to water for mosquito control.<sup>38</sup> See the text box on **Maximum Contaminant Level (MCL)**.
- The Agency for Toxic Substances and Disease Registry (ATSDR) determined Minimum Risk Levels (MRLs) for oral exposures to technical grade permethrin of 0.3 mg/kg/day for acute oral exposures (up to 14 days) and 0.2 mg/kg/day for intermediate durations (15-364 days).<sup>26</sup>

**Reference Dose (RfD):** The RfD is an estimate of the quantity of chemical that a person could be exposed to every day for the rest of their life with no appreciable risk of adverse health effects. The reference dose is typically measured in milligrams (mg) of chemical per kilogram (kg) of body weight per day.

U.S. Environmental Protection Agency, Technology Transfer Network, Air Toxics Health Effects Glossary, 2009. <http://www.epa.gov/ttnatw01/hlthef/hapglossaryrev.html#RfD>

**Maximum Contaminant Level (MCL):** The MCL is the highest level of contaminant that is legally allowed in drinking water. The MCL is enforceable. The MCL is typically measured in milligrams (mg) of contaminant per liter (L) of water.

U.S. Environmental Protection Agency, Region 5, Water, Underground Injection Control Terms, 2011. <http://epa.gov/r5water/uic/glossary.htm#mcl>

## Date Reviewed: March 2009

Please cite as: Toynton, K.; Luukinen, B.; Buhl, K.; Stone, D. 2009. *Permethrin Technical Fact Sheet*; National Pesticide Information Center, Oregon State University Extension Services. <http://npic.orst.edu/factsheets/Permttech.pdf>.

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## Ecologically Sound Alternatives to Permethrin-Fogging for Mosquito Abatement

Samantha Merrill

### Bat Houses

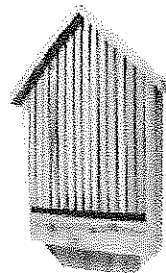
- Can be placed on public or private property
- Made to order or purchased from a variety of distributors
- Cost ranges from \$20-\$60 depending on type and size of house
- "Insectivorous bats are primary predators of night-flying insects, and many very damaging pests are on their menu. Pregnant or nursing mothers of some bat species will consume up to their body weight in insects each night (1)."

#### Cons:

- Must establish proper space for bat houses, volunteers to use private property
- Public misconceptions of bats
- Higher initial cost

#### Pros:

- Ecologically-friendly
- Native animal
- Provide shelter for important insectivore/pollinator/seed disperser
- Low-maintenance
- No special skills required to install, can be done by volunteers
- Low overall cost



## Purple Martin Houses

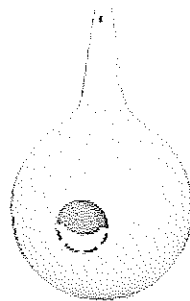
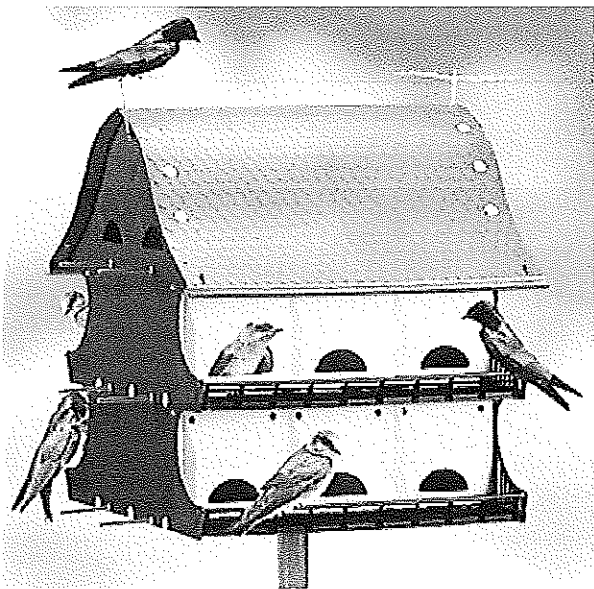
- Can be placed on public or private property
- Made to order or purchased from a variety of distributors
- Cost from \$24-up
- "Purple Martins are beautiful, friendly birds that seem to enjoy the company of humans as much as humans enjoy listening to their song. In addition to their aesthetic qualities, Purple Martins are also beneficial. A group of Purple Martins is capable of eating tens of thousands of mosquitoes in a single day. Hosting this wild bird species will help you control insects in a natural way without using chemicals that can harm plants and animals. Bats and some other bird species are also beneficial in this way. Many people interested in natural mosquito control invest in Purple Martin houses and bat houses to naturally control mosquitoes and other insects during the summer (2)."

### Cons:

- Higher initial cost
- Migratory species, houses must not be allowed to be inhabited by other birds while martins are away
- Must establish proper space for houses to be used

### Pros:

- Native migratory species
- Provide much-needed habitat for martins migrating in eastern states
- Ecologically-friendly
- Beautiful song bird that citizens will enjoy
- No special installation skills required, can be done by volunteers
- Lower overall cost to township
- Keeping bird houses open is primary maintenance concern





## Plant Insect Control

- Certain plant oils produce unattractive scent to mosquitoes
- Lemongrass and Citronella most effective
- Seeds or plants distributed for use on public or private lands (planted into lawns, roadsides, ditches, planters, gardens, etc.)
- When areas are trimmed or mowed, plants release oils

### Cons:

- Large quantities may be required for proper efficacy
- May be greater maintenance required if plants adversely affected by environmental factors
- May not be as effective as other measures

### Pros:

- Ecologically-friendly
- Attractive garden plant
- Very low cost
- Easy to implement
- No permanent structures required
- Citizens have control over level of protection

1. <http://www.batcon.org/why-bats/bats-are/bats-are-important>
2. [http://www.tractorsupply.com/know-how/Bird-Feeders-and-Houses\\_purple-martin-houses](http://www.tractorsupply.com/know-how/Bird-Feeders-and-Houses_purple-martin-houses)

Thank you for your time and consideration. I do hope that you will read the provided material and decide to make a change to the mosquito abatement program that will allow the private citizens as well as the public to enjoy this beautiful area without the hassle of mosquitoes or harmful chemicals. We are the stewards responsible for the safety and well-being of the plants and animals with which we share a home, and we can do a better job of protecting them while also creating a healthier place for us to live. I would love to continue the conversation about creating more ecologically-sound practices for our township and I think it would be great to get feedback from experts and citizens alike. I have included my contact information for anyone who would like to reach me, and I do hope to be updated on progress as it is made. Again, thank you for your time.

Samantha Merrill  
(330)831-3037  
[samanthajmerrill@hotmail.com](mailto:samanthajmerrill@hotmail.com)

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: August 17, 2015 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

**228-15** To accept the minutes from the August 3 Regular Meeting.

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

**229-15** 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

**230-15** To not request a hearing on the advisability of transferring a liquor control permit to Macs Convenience Stores LLC dba Circle K.

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

**231-15** To reschedule the 1st Regular Meeting in September from Monday, September 7 to Tuesday, September 8.

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

**232-15** To temporarily appoint Thad Wajda as Cemetery Sexton while Sexton Arnal is off, retroactive to August 1, 2015.

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

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

- Notice to Legislative Authority from Ohio Division of Liquor Control regarding liquor permit transfer
- Notice of a Special Meeting of the Trumbull County Health District Advisory Council
- Ohio LTP Newsletter for July - September 2015
- Copy of a letter from Trumbull County Engineer to Trumbull County Commissioners regarding permit to haul or move overweight equipment over a township road
- Copy of a letter from Trumbull County Engineer to Trumbull County Commissioners regarding permit to haul or move overweight equipment over township roads

**Administration:**

- Trustee Parke reported the following
  - Started marking out a new section of the cemetery and will be doing so for the rest of the week
  - Planning to discuss pricing options for updates to the cemetery mapping program

**Fire Department:**

- See Attached Agenda

**233-15** To accept the resignation of Part-Time Firefighter/Medic Tommy Gibbs, retroactive to July 28, 2015.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**234-15** To approve an expenditure of \$1,225.00 for Pro Air for NFPA 1989 Compliant Air Testing and Compressor Maintenance, 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
- Chief Hovis said he had a meeting with Fiscal Officer Drew and the department's budget is spot on for the year

**235-15** To approve an expenditure not to exceed \$905.00 for associated computer user costs from Data Recovery Services, to be paid from the Police Equipment Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**236-15** To approve an expenditure not to exceed \$1,880.00 for a new server from Buck I Technology Solutions, to be paid from the Police Equipment Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**237-15** To promote Reserve Officer Nick Gregory to Part-Time Patrolman, at the current rate, effective August 30, 2015.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Road Department:**

- Road Superintendent Parke reported that he attended a demonstration of a new milling machine purchased by Trumbull County

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

- Zoning Inspector Mills reported the following
  - Circle K have gone above and beyond regarding their permits and fees

- Quaker Steak & Lube is going to enclose their patio and will be contacting Chief Lewis and Trumbull County
- Looking into complaints of animal cruelty at 3384 Durst Clagg Road

**238-15** To approve the attached Resolution §505.87 Resolution #2 - For Use When Hiring Contract Hauler.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Zoning Inspector Mills stated the following
  - An alternate on the Zoning Commission wanted Commissioner Gardner to file an appeal made by the Trustees
  - Correct procedure would mean going to a judge about this issue, not filing an appeal
- Trustee Webb said he spoke to Attorney Finamore, who stated the following
  - Trustees acting properly with regard to paying members of these boards and alternates thereto
  - Proper procedure is to go through a judge

**Parks & Recreation Board:**

- Trustee Webb reminded the assemblage of the upcoming fundraiser
  - October 10 at Candlelight Knolls
  - Currently selling tickets and seeking donations for raffle or auction

**Safety Committee:**

- Trustee Webb said the committee met on August 7 and discussed the following
  - Issues with a broken hedge trimmer
  - Road crew staying hydrated
  - Getting new turnout gear
  - Organizing work room and generator room
  - Bird issue at Station #13 has been resolved and the building is reopened

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

- Jane Lewis of Durst Clagg Road
  - It's nice that Zoning Inspector Mills compliments other department heads
  - Question about the zoning alternate asking questions
    - Zoning Inspector Mills replied as follows
    - It is clearly stated the reasons why an alternate could be let go from a board
    - What this person is doing has gone beyond merely questioning and has become threatening
  - Does the township have a practice and procedure manual
    - Trustee Webb said it did
    - Fiscal Officer Drew said it is available in the Administrative Secretary's office
  - Requested a copy of the Fire Department contract
    - Fiscal Officer Drew said she would e-mail it to her

- How is the township newsletter coming
  - Trustee Webb replied as follows
    - The postage was going to be about \$.18 per piece for about 3000 pieces
    - Just an informational piece, not about promoting levies
    - About what department heads are doing
    - Goal is to have it out by mid-September
    - A levy committee will be formed soon

**239-15** To adjourn the meeting at 7:26pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated:

08-21-15



Approved by: Chairman Trustee Ted Webb

Dated:

9-8-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	143.05	VW 1	The Huntington National Bank	Service Charges
25576	103.81	VW25576	Ainsley Oil Company	Fuel/Diesel
25577	251.16	VW25577	Arrow International, Inc.	Supplies
25578	4643.25	VW25578	BE Solutions	Claims Runs
25579	223.74	VW25579	Advance Auto Parts	Supplies
25580	900.00	VW25580	Bud's Towing & Recovery, LLC	July Tows
25581	438.51	VW25581	Channing Bete Company, Inc.	Supplies
25582	24.95	VW25582	NAPA Auto Parts	Supplies
25583	220.63	VW25583	Carter Lumber	Supplies
25584	72.39	VW25584	Dominion East Ohio	Service
25585	73.00	VW25585	Finger Lakes System Chemistry	Supplies
25586	70.06	VW25586	Finley Fire Equipment	Supplies
25587	161.28	VW25587	Network Billing System, LLC	PAYMENT
25588	26.59	VW25588	Home Depot Credit Services	Supplies
25589	32.56	VW25589	Lou Wollam Chevrolet, Inc.	Supplies
25590	51.22	VW25590	Lowes Business Acct/Syncb	Supplies
25591	107.24	VW25591	Michael Mannella	Reimbursement - Badge 1
25592	500.00	VW25592	Northstar Towing, Inc.	Impound Lot Towing
25593	1476.40	VW25593	Ohio Police and Fire Pension Fund	Repayment of refund - 1
25594	42.73	VW25594	Orwell Natural Gas	Service
25595	1323.00	VW25595	Ohio Billing, Inc.	EMS Trip Submissions
25596	85.00	VW25596	Ohio Fire Chiefs' Association	Membership Dues Renewal
25597	157.25	VW25597	Respiratory Care Partners, Inc.	Supplies
25598	18.74	VW25598	Southeastern Emergency Equipment	Supplies
25599	500.00	VW25599	Schultz Towing, Inc.	Tows
25600	17.84	VW25600	Sunrise Spring Water Company	Service
25601	2762.14	VW25601	Tanglewood Tree	Work at New Fire Station
25602	50.00	VW25602	Treasurer State of Ohio	Service
25603	3208.88	VW25603	Trumbull County 911	911 Service
25604	449.91	VW25604	Time Warner Cable-Northeast	Service
25605	397.88	VW25605	Verizon Wireless	Service
25606	297.16	VW25606	Walmart Business/Syncb	Supplies
25607	4041.34	VW25607	Wex Bank	Service
=====				
	22871.71		Total Amount of Pending Warrants	

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

54054195710			TRFO	MACS CONVENIENCE STORES LLC
PERMIT NUMBER			TYPE	DBA CIRCLE K
10	01	2014	3640 SR5	
ISSUE DATE			BAZETTA TWP	
07	30	2015	CORTLAND OHIO 44410	
FILING DATE				
C1	C2	D6		
PERMIT CLASSES				
78	904	C	F14535	
TAX DISTRICT			RECEIPT NO.	

FROM 08/03/2015

03977150005				BAL SON ENTERPRISES INC
PERMIT NUMBER			TYPE	3640 SR5
10	01	2014	BAZETTA TWP	
ISSUE DATE			CORTLAND OHIO 44410	
07	30	2015		
FILING DATE				
C1	C2	D6		
PERMIT CLASSES				
78	904			
TAX DISTRICT			RECEIPT NO.	



MAILED 08/03/2015

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/03/2015

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.  
REFER TO THIS NUMBER IN ALL INQUIRIES C TRFO 5405419-5710

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.   
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Rita K. Draw (Signature) (Title)  Clerk of County Commissioner (Date) 08-17-15  
 Clerk of City Council  
 Township Fiscal Officer

BAZETTA TOWNSHIP TRUSTEES  
ATTN TOWNSHIP FISCAL OFFICER  
3372 STATE ROUTE 5 NE  
CORTLAND OHIO 44410



SECTION 3

LLC DATA VERIFICATION

MACS CONVENIENCE STORES LLC

PERMIT # 5405419-05351

RENEWAL YEAR 2015-2016

MANAGING MEMBERS, PERSONS HOLDING 5% OR GREATER MEMBERSHIP OR VOTING INTEREST IN A LLC.	LAST FOUR DIGITS OF SOCIAL SECURITY #	INTEREST	OFFICE HELD
COUCHE TARD U.S. INC BETTY WATTS KATHLEEN CUNNINGTON TIMOTHY A MILLER WILLIAM BARTOLOMEO BRIAN HANNASCH BRUCE LANDINI	***** ***** ***** ***** ***** ***** *****	MNMB5%V5%M	ASST SECR. VICE PRES. VICE PRES. VICE PRES. PRESIDENT VICE PRES.

IF INFORMATION LISTED ABOVE IS NOT ACCURATE, PLEASE INDICATE CHANGES BELOW.

MANAGING MEMBERS, PERSONS HOLDING 5% OR GREATER MEMBERSHIP OR VOTING INTEREST IN A LLC.	SOCIAL SECURITY #	INTEREST	OFFICE HELD	BIRTHDATE
Darrell Davis		<input checked="" type="checkbox"/> Managing Member	President COO, Secretary	
		Voting interest <u>0</u> %		
		Membership interest <u>0</u> %		
		Managing Member		
		Voting interest <u>    </u> %		
		Membership interest <u>    </u> %		
		Managing Member		
		Voting interest <u>    </u> %		
		Membership interest <u>    </u> %		
		Managing Member		
		Voting interest <u>    </u> %		
		Membership interest <u>    </u> %		
		Managing Member		
		Voting interest <u>    </u> %		
		Membership interest <u>    </u> %		

EOE/ADA SERVICE PROVIDER  
 FOR TTY USERS, DIAL ORS 1-800-750-0750

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 8/11/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: August 17, 2015 Trustee's  
Cc: File, Fiscal Officer

---

Trustee Hovis – Trustee Parke – Trustee Webb

1. Accept the resignation of part-time firefighter/medic Tommy Gibbs from Bazetta Township Fire Department effective July 28, 2015.
2. Requesting expenditure of \$1,225.00 to Pro Air (A Division of Koorsen Fire Security) 2719 N. Arlington Avenue, Indianapolis, IN 46218-3322 for NFPA 1989 Complaint Air Testing and Compressor Maintenance.

Professionally,  
Dennis Lewis  
Fire Chief

Police Agenda for Monday August 17, 2015 Trustee Meeting

Wed 8/12/2015 1:19 PM

From: Michael Hovis

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

The police department agenda for Monday August 17, 2015 is as follows:

1. To purchase the following items as attached from Data Recovery Services LLC at a total cost not to exceed \$905.00 from the Equipment Fund
2. To purchase the following item from Buck I Technology Solutions llc. At a cost not to exceed \$1,880.00 from the equipment fund.
3. To promote Reserve Officer Nick Gregory to part-time beginning August 30, 2015.

The two (2) purchase items are a new server and all the user costs associated with the number of computers that we have at the station. Please call me if you have any questions!!! Thank you in advance and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

[REDACTED]

§505.87 - Resolution # 2

RESOLUTION No. 23815

**BE IT RESOLVED**, that legal notice of this Board's intention to remove the refuse, garbage and debris on the following premises, being given in accordance with **Section 505.87 (B) O.R.C.**, and seven (7) days having passing, the Board of Trustees hereby orders commencement of the abatement, control and removal of the vegetation, garbage, refuse or debris as provided in **Section 505.87 (C) O.R.C.**;

*3384 Durst Clagg Rd., Cortland, OH, 44410*

[ List property ] *Parcel # 31-035726*

**AND BE IT FURTHER RESOLVED**, that the Board of Trustees enter into a contract with *Cody's Lawn Care, LLC*, at a total cost of \$ *PER CONTRACT*, to provide for the abatement, control and removal of the vegetation, garbage, refuse or debris.

ROLL CALL:

*Trustee Hovis - Yes*

*Trustee Parke - Yes*

*Trustee Webb - Yes*

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: August 3, 2015 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

**221-15** To accept the minutes from the July 20 Regular Meeting.

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

**222-15** 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

**223-15** To not request a hearing on the advisability of issuing a new liquor control permit to Northwest Hydraulic Systems, Inc. dba Speedgate Bar & Grill.

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

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

- Notice to Legislative Authority from Ohio Division of Liquor Control regarding new liquor permit
- Copy of letter from Trumbull County Engineer to Trumbull County Commissioners concerning "TRU - 2nd 2015 Countywide Road Improvements"
- Copy of letter from Trumbull County Prosecuting Attorney to Proscap Landscape Supply regarding township expenses for gas leak on Walmart Drive
- Copy of letter from Trumbull County Prosecuting Attorney to Harold Puryear Trucking regarding township expenses for fuel spill on State Route 5
- Follow-up e-mail from Dan DeLuca regarding placement of recycling bins

### **Administration:**

- Trustees discussed having Thad Wajda assume Cemetery Sexton responsibilities and pay while Michael Arnal is on vacation
  - Road Superintendent Parke said Thad is willing to do it
  - Fiscal Officer Drew questioned whether the township can have two different people receiving Cemetery Sexton pay at the same time
  - Trustee Hovis said he would contact the Prosecuting Attorney's Office to look into this

### **Fire Department:**

- See Attached Agenda & Reports

**Police Department:**

- See Attached Report

**Road Department:**

- Road Superintendent Parke reported that Millenium Drive remains about 95% done, with permanent thermal striping still needing to be done

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

- Zoning Inspector Mills stated the following
  - Discussed Menard's
    - Supposed to be opening this month
    - Ongoing issues with the business address and name of the road
    - Wants to change the name of Walmart Drive to Wisconsin Avenue
  - Thanked the Police Department for keeping an eye on Menard's property
  - Thanked the Fire Department for assistance at Optimist Club functions
  - Working on letters for nuisance complaints and flooding concerns
  - Circle K has filed a permit for their new signage

**224-15** To approve the attached Resolutions §505.87 - Abatement of Weeds and Grass Only.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**225-15** To approve the attached Resolution §505.87 Resolution #2 - For Use When Hiring Contract Hauler.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**226-15** To approve the attached Resolution §505.87 - Resolution #1.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Parke said there is a resident concerned about re-enacting Blue Laws in the township
- Zoning Inspector Mills said he would ask Zoning Secretary Eddy to send a letter to the Zoning boards regarding garage sale permit changes

**Parks & Recreation Board:**

- Parks & Recreation Board Member Roman reported the following from their last meeting
  - Tickets for the October 10th fundraiser are now available
  - Discussed changing the style of park benches
  - Discussed creating rules for the park gate
  - Discussed rules for planting trees
- Trustee Parke stated that the new bench had been installed
- Det. Sofchek asked about the spray-painted No Parking sign in the park
  - Trustee Parke said that is a State of Ohio sign on their side of the park and that enforcement is their responsibility, not the township's

**Safety Committee:**

- Trustee Webb said the next meeting would be Friday, August 7

**Health Insurance Committee:**

- Nothing to report

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

- Nothing to report

**Public Comment:**

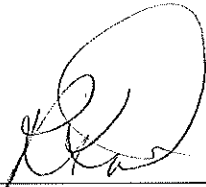
- Trustee Webb reported the Regular Trustee Meeting scheduled for Monday, September 7 has been changed to Tuesday, September 8 because of the Labor Day holiday

**227-15** To adjourn the meeting at    :    pm.

**Motion:** Trustee Hovis

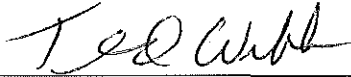
**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 08-07-15



Approved by: Chairman Trustee Ted Webb

Dated: 8-17-2015

PENDING WARRANT REPORT  
 Bazetta Township [2015]

Date: 08/03/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
25492	1000.00	VW25492	Alexander's Pest Control, Inc.	Service
25493	19.20	VW25493	AT&T Mobility	Service
25494	4750.00	VW25494	Attorney Mark S. Finamore	Service
25495	566.38	VW25495	Business Card	Supplies
25496	111.03	VW25496	City of Warren, Utility Services	Service
25497	568.00	VW25497	Dennis K. Lewis	Travel Reimbursement
25498	210.00	VW25498	D&T P.M. Truck Repairs LLC	Supplies/Service
25499	5.00	VW25499	David A. Babcock	Refund of Impound Lot Overpayment
25500	2198.70	VW25500	Hudson Communications. LLC	Supplies
25501	20.15	VW25501	Jacob J. Abbott	Expense Reimbursement
25502	141.38	VW25502	Michael Mannella	July Opt Out
25503	150.00	VW25503	Ohio Peace Officer Training Academy	Training
25504	1870.36	VW25504	Ohio Edison	Service
25505	800.00	VW25505	Northstar Towing, Inc.	Towing
25506	85.00	VW25506	PTNE, Inc.	Service
25507	720.00	VW25507	Proforma	Supplies
25508	280.00	VW25508	PsyCare, Inc.	Service
25509	324.12	VW25509	Penn Care Medical Products	Supplies
25510	132.87	VW25510	Ricoh USA, Inc.	Service
25511	900.00	VW25511	Ricoh USA, Inc.	Manit Agreement
25512	5.00	VW25512	Rita K. Drew	Titlework Reimbursement
25513	211.63	VW25513	Sunburst Environmental Service, Inc.	Service
25514	600.00	VW25514	Schultz Towing, Inc.	Towing
25515	13.96	VW25515	Southeastern Emergency Equipment	Supplies
25516	80.76	VW25516	Time Warner Cable-Northeast	Service
25517	496.16	VW25517	Vision Service Plan-(OH)	Insurance
25518	1261.60	VW25518	Warren Fire Equipment, Inc.	Supplies
25519	2000.00	VW25519	Wildlife and Environmental Solutions LLC	Service
25520	588.00	VW25520	BE SOLUTIONS	PAYMENT
25521	1251.75	VW25521	BE SOLUTIONS	PAYMENT
25522	63.18	VW25522	Dominion East Ohio	PAYMENT
25523	439.99	VW25523	Graybar Financial Services, LLC	PAYMENT
25524	202.69	VW25524	Trumbull County Water & Sewer Acct. Dept	PAYMENT
25525	20.00	VW25525	Regional Chamber	PAYMENT
=====				
	22547.21		Total Amount of Pending Warrants	



NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

6444956		NEW	NORTHWEST HYDRAULIC SYSTEMS INC DBA SPEEDGATE BAR & GRILL 375 WILSON SHARPSVILLE RD BAZETTA TWP WARREN OH 44481
PERMIT NUMBER		TYPE	
07 21 2015		ISSUE DATE	
D2 03		PERMIT CLASSES	
78	904	C	
TAX DISTRICT		RECEIPT NO.	

FROM 07/23/2015

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO.	



MAILED 07/23/2015

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/24/2015

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES C NEW 6444956

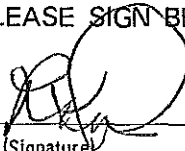
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.   
DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

 Rita K. Drew 08-03-15  
(Signature) (Title) -  Clerk of County Commissioner (Date)  
 Clerk of City Council  
 Township Fiscal Officer

BAZETTA TOWNSHIP TRUSTEES  
ATTN TOWNSHIP FISCAL OFFICER  
3372 STATE ROUTE 5 NE  
CORTLAND OHIO 44410

PERMIT NUMBER (CORPORATION) 6444956  
NORTHWEST HYDRAULIC SYSTEMS INC  
DBA SPEEDGATE BAR & GRILL  
375 WILSON SHARPSVILLE RD  
BAZETTA TWP  
WARREN OH 44481

F.T.I. NUMBER 00-0000000  
STATUS (ACTIVE OR INACTIVE) ACTIVE  
SHARES OUTSTANDING 250.00  
ACTIVE DATE 06/30/15  
INACTIVE DATE  
EXCEPTION CODE TEXT  
STOCK TRANSFER CODE TEXT AND DATE  
RAYMOND E RATELL JR

250.00 06/30/15 ACTIVE PRESIDENT

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 7/29/2015  
To: Trustees  
From: Chief Dennis Lewis  
Re: August 3, 2015 Trustee's  
Cc: File, Fiscal Officer

---

Trustee Hovis – Trustee Parke – Trustee Webb

1. Submitted Fire Department July monthly report.
2. Submitted 2015 Trumbull County Fair report.

Professionally,  
Dennis Lewis  
Fire Chief

**BAZETTA**

**Incident Type Report (Summary)**

**Alarm Date Between {07/01/2015} And {07/31/2015}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	0.90%	\$0	0.00%
112 Fires in structure other than in a building	1	0.90%	\$0	0.00%
	2	1.80%	\$0	0.00%
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	73	65.76%	\$0	0.00%
322 Motor vehicle accident with injuries	3	2.70%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	0.90%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	9	8.10%	\$0	0.00%
	86	77.47%	\$0	0.00%
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	0.90%	\$0	0.00%
444 Power line down	1	0.90%	\$0	0.00%
	2	1.80%	\$0	0.00%
<b>5 Service Call</b>				
553 Public service	3	2.70%	\$0	0.00%
561 Unauthorized burning	2	1.80%	\$0	0.00%
571 Cover assignment, standby, moveup	5	4.50%	\$0	0.00%
	10	9.00%	\$0	0.00%
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	1.80%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	6	5.40%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.90%	\$0	0.00%
	9	8.10%	\$0	0.00%
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	0.90%	\$0	0.00%
744 Detector activation, no fire -	1	0.90%	\$0	0.00%
	2	1.80%	\$0	0.00%

**Total Incident Count: 111**

**Total Est Loss:**

**\$0**

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}  
and District = "11 "

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	39	72.22%	\$0	0.00%
322 Motor vehicle accident with injuries	1	1.85%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	3.70%	\$0	0.00%
	<u>42</u>	<u>77.77%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	2	3.70%	\$0	0.00%
561 Unauthorized burning	2	3.70%	\$0	0.00%
571 Cover assignment, standby, moveup	4	7.40%	\$0	0.00%
	<u>8</u>	<u>14.81%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611F Dispatched & cancelled en route (Fire /	2	3.70%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.85%	\$0	0.00%
	<u>3</u>	<u>5.55%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	1.85%	\$0	0.00%
	<u>1</u>	<u>1.85%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>54</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	21	72.41%	\$0	0.00%
322 Motor vehicle accident with injuries	1	3.44%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	6.89%	\$0	0.00%
	<u>24</u>	<u>82.75%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	3.44%	\$0	0.00%
571 Cover assignment, standby, moveup	3	10.34%	\$0	0.00%
	<u>4</u>	<u>13.79%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	3.44%	\$0	0.00%
	<u>1</u>	<u>3.44%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 29

Total Est Loss: \$0

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}  
 and District = "11 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	18	72.00%	\$0	0.00%
	<u>18</u>	<u>72.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	4.00%	\$0	0.00%
561 Unauthorized burning	2	8.00%	\$0	0.00%
571 Cover assignment, standby, moveup	1	4.00%	\$0	0.00%
	<u>4</u>	<u>16.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611F Dispatched & cancelled en route (Fire /	2	8.00%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	4.00%	\$0	0.00%
	<u>3</u>	<u>12.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>25</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}  
and District = "13 "

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	31	65.95%	\$0	0.00%
322 Motor vehicle accident with injuries	2	4.25%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	2.12%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	14.89%	\$0	0.00%
	<u>41</u>	<u>87.23%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	2.12%	\$0	0.00%
444 Power line down	1	2.12%	\$0	0.00%
	<u>2</u>	<u>4.25%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	2.12%	\$0	0.00%
	<u>1</u>	<u>2.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	4.25%	\$0	0.00%
	<u>2</u>	<u>4.25%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
744 Detector activation, no fire -	1	2.12%	\$0	0.00%
	<u>1</u>	<u>2.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>47</b>		<b>Total Est Loss:</b>	<b>\$0</b>



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}  
 and District = "13 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	16	76.19%	\$0	0.00%
322 Motor vehicle accident with injuries	1	4.76%	\$0	0.00%
323 Motor vehicle/pedestrian accident (MV Ped)	1	4.76%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	9.52%	\$0	0.00%
	<u>20</u>	<u>95.23%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	4.76%	\$0	0.00%
	<u>1</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>21</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}  
 and District = "13 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	15	57.69%	\$0	0.00%
322 Motor vehicle accident with injuries	1	3.84%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	5	19.23%	\$0	0.00%
	<u>21</u>	<u>80.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
411 Gasoline or other flammable liquid spill	1	3.84%	\$0	0.00%
444 Power line down	1	3.84%	\$0	0.00%
	<u>2</u>	<u>7.69%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	3.84%	\$0	0.00%
	<u>1</u>	<u>3.84%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	3.84%	\$0	0.00%
	<u>1</u>	<u>3.84%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
744 Detector activation, no fire -	1	3.84%	\$0	0.00%
	<u>1</u>	<u>3.84%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>26</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Aid Responses by Department (Summary)

Alarm Date Between {07/01/2015} And {07/31/2015}

Type of Aid	Count
<b>STA. 12 CORTLAND FIRE DEPARTMENT</b>	
Mutual aid received	2
Automatic aid received	1
Automatic aid given	1
	<hr/>
	4
 <b>STA. 17 BRISTOL</b>	
Automatic aid given	1
	<hr/>
	1
 <b>STA. 21 CHAMPION FIRE DEPARTMENT</b>	
Mutual aid received	1
Automatic aid given	2
	<hr/>
	3
 <b>STA. 30 HOWLAND</b>	
Automatic aid given	2
	<hr/>
	2
 <b>STA. 32 HOWLAND</b>	
Mutual aid received	1
Automatic aid given	1
	<hr/>
	2

BAZETTA

Inspections by Type

Date Completed Between {07/01/2015} And  
{07/31/2015}

Date	Time	Occupancy	Hrs	Fee
<b>200 INSPECTION - General</b>				
07/07/2015	13:00	BAZE008 Lakeview Learning Center 2525 BURNETT DR NE	0.25	
07/09/2015	09:42	COLD01 COLDWELL BANKERS 3378 STATE ROUTE 5	0.42	
07/09/2015	10:48	CRYS01 CRS & Company 3010 STATE ROUTE 5 /B	0.15	
07/09/2015	10:37	GCHA01 G C Hair Co. 2996 STATE ROUTE 5 /C1	0.13	
07/10/2015		ELMR01 Dr. Naples 2251 ELM RD NE	0.00	
07/30/2015		ALLS04 Allstate 3018 STATE ROUTE 5 /Unit A	0.00	
07/30/2015		FINL01 FINLEY'S FLOWERS 2886 NILES CORTLAND RD NE	0.00	
07/30/2015		TAMM01 TAMMER WINN CORPORATION (GOLF COURSE) 2940 NILES CORTLAND RD NE	0.00	
<b>Total Activities for Type:</b>			<b>8</b>	<b>0.95</b>

**Grand Total Activities: 8**

**Grand Totals: 0.95 0.00**

# BAZETTA FIRE DEPARTMENT

STATION 11

*Bazetta*

*Striving for a Better Tomorrow*

Captain  
Dennis Lewis

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

Chief

Captain  
Tom S. Rink

STATION 13



Lieutenant  
Brian Taylor

July 22, 2015

Trumbull County Fire Chiefs

Dear Chief's,

I would like to give you a brief report on the Trumbull County Fair. The first aid station had 138 patients seen with 9 transported to local hospitals during the six day event. Sunday July 18<sup>th</sup> & 19<sup>th</sup> were the busiest day of the fair with an estimated 17,000 plus in attendance. The type of treatment given was dirt in eye to full cardiac arrest.

I would also like to report that personnel were used during the week representing 12 different fire departments. The total hours volunteered from these personnel were 1020 hours.

I would like to take this opportunity to thank Chief Schick, for his assistance during the Trumbull County Fair. I would also like to thank the Chiefs for allowing their department to assist us during the Fair. Please convey to your personnel the appreciation that the Bazetta Township Fire Department, Bazetta Township Trustee's and I have for their assistance.

Your personnel showed immediate willingness to do whatever was needed, with no complaints from your personnel, shows the professionalism of your Departments. Thank you and I hope to see you all next year as the Trumbull County Fair Board and I feel this was a very successful and would love to continue this tradition every year.

Dennis Lewis

*Dennis Lewis*

Fire Chief

Rita



# July 2015

## Bazetta Police Department Activity

**Published Date: August 3 , 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>725</b>
<b>Incident Reports Filed</b>	<b>129</b>
<b>Traffic Crash Investigations</b>	<b>21</b>
<b>Number of Persons Arrested</b>	<b>56</b>
<b>Traffic Offenses</b>	<b>101</b>
<b>Traffic Citations Issued</b>	<b>88</b>
<b>Vehicle Miles Traveled</b>	<b>10,244.90</b>
<b>Office Contacts</b>	<b>195</b>

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



## Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

### 2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,654.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

### 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423	440	491	516	701	637	725						3933
Incidents Filed	100	97	117	110	124	107	129						784
Traffic Crash Investigations	18	14	9	10	13	12	21						97
Number of Persons Arrested	42	38	54	46	46	44	56						326
Traffic Offenses	58	27	81	65	116	59	101						507
Miles Travel	11,116.1	9,326.80	10,909.1	11,181.20	11,590.40	10,140.30	10,244.9						74,508.8

\*Some Statistics may have been updated

\*\* Numbers published as of August 3, 2015 subject to change

\*\*Numbers updated on August 3, 2015

\*\*COS Stats provided by the 911 center may not reflect actual #'s

# Bazetta Township Police Department

## Year to Date Analysis January to July 2014 Comparison to January to July 2015

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to July 2014	January to July 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	4084	3933	-3.697
Incidents Filed	845	784	-7.219
Traffic Crash Investigations	97	97	0%
Number of Persons Arrested	339	326	-3.835
Traffic Offenses	589	507	-13.922
Miles Traveled	88,635.98	74,508.8	-15.938

Numbers published as of August 3, 2015 -- subject to change Numbers updated on 8/3/2015



RESOLUTION No. 22445

**BE IT RESOLVED**, that Board of Trustees hereby determines that the owner's maintenance of vegetation, noxious weeds and overgrown grass upon the following real property constitutes a nuisance;

ADDRESS OF PROPERTY

SEE ATTACHED LIST

*2637 Niles Cortland Rd, Cortland, Oh. 44410*

**BE IT FURTHER RESOLVED**, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, noxious weeds, and overgrown grass constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

**BE IT FURTHER RESOLVED**, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**;

**ROLL CALL:**

*Trustee-Houis - Yes*

*Trustee Parke - Yes*

*Trustee Webb - Yes*

RESOLUTION No. 22415

BE IT RESOLVED, that Board of Trustees hereby determines that the owner's maintenance of vegetation, noxious weeds and overgrown grass upon the following real property constitutes a nuisance;

ADDRESS OF PROPERTY

SEE ATTACHED LIST

3384 Durst Clegg Rd., Cortland, Oh. 44410  
Parcel # 31-035726

BE IT FURTHER RESOLVED, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, noxious weeds, and overgrown grass constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with Section 505.87 (B) O.R.C.; and

BE IT FURTHER RESOLVED, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with Section 505.87 (B) O.R.C.;

ROLL CALL:

Trustee Houis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

[REDACTED]

S505.87 - Resolution # 2

RESOLUTION No. 225-15

BE IT RESOLVED, that legal notice of this Board's intention to remove the refuse, garbage and debris on the following premises, being given in accordance with Section 505.87 (B) O.R.C., and seven (7) days having passing, the Board of Trustees hereby orders commencement of the abatement, control and removal of the vegetation, garbage, refuse or debris as provided in Section 505.87 (C) O.R.C;

[ List property ] 2637 Niles Cortland Rd, Cortland, Oh. 44410

AND BE IT FURTHER RESOLVED, that the Board of Trustees enter into a contract with Cody's Land Care LLC, at a total cost of \$ Per contract, to provide for the abatement, control and removal of the vegetation, garbage, refuse or debris.

ROLL CALL:

Trustee Hous - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

RESOLUTION No. 22615

**BE IT RESOLVED**, that Board of Trustees hereby determines that the owner's maintenance of vegetation, garbage, refuse and or other debris upon the following real property constitutes a nuisance;

**ADDRESS OF PROPERTY**

[list property addresses]

3384 Dirst Clagg Rd., Cortland, Oh. 44418  
Parcel # 31-035726

**BE IT FURTHER RESOLVED**, that notice of this Board's intent to provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance be given to all owners of the land and holders of liens of record upon said land in accordance with **Section 505.87 (B) O.R.C.**; and

**BE IT FURTHER RESOLVED**, that upon proper notice, and failure of the property owner to abate said nuisance within seven days, the Board of Trustees provide for the abatement, control or removal of said vegetation, garbage, refuse or other debris constituting said nuisance in accordance with **Section 505.87 (B) O.R.C.**;

**BE IT FURTHER RESOLVED**, that the cost expended by the Township for abatement of said nuisance be certified by the Fiscal Officer to the County Auditor, for placement as a lien on the property to be collected as other taxes and returned to the Township General Fund pursuant to **Section 505.87(D) O.R.C.**;

**ROLL CALL:**

Trustee Houis - Yes

Trustee Paake - Yes

Trustee Webb - Yes

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING AGENDA**

Date: September 21, 2015 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

**253-15** To accept the minutes from the September 8 Regular Meeting.

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

**254-15** To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

**255-15** To authorize the Fiscal Officer do the following transfers.

*\$10,000.00 from 10-A-01A (Fire: Salaries PT) to 10-A-14 (Fire: Insurance)*  
*\$10,000.00 from 10-A-01D (Fire: Salaries OT) to 10-A-14 (Fire: Insurance)*  
*\$10,000.00 from 01-A-27 (General: Transfers) to 01-A-06 (General: Insurance)*  
*\$250.00 from 01-A-27 (General: Transfers) to 01-F-08 (General: Park Other Expenses)*  
*\$500.00 from 01-A-27 (General: Transfers) to 01-F-06 (General: Park Supplies)*  
*\$500.00 from 01-A-27 (General: Transfers) to 01-F-05 (General: Tools & Equipment)*  
*\$11,000.00 from General (01) to Cemetery (05)*

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

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

•

**Administration:**

•

**Fire Department:**

• See Attached Agenda

**256-15** To certify the Fire Department's cost and request the Trumbull County Prosecuting Attorney to file a Civil Action for Recovery of those costs in accordance with ORC §3745.13(A) for a hazardous materials incident that occurred on August 17, 2015 at 4702 Durst Clagg Road.

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

**257-15** To certify the Fire Department's cost and request the Trumbull County Prosecuting Attorney to file a Civil Action for Recovery of those costs in accordance with ORC §3745.13(A) for a hazardous materials incident that occurred on August 15, 2015 at 2820 State Route 305 (Wilson Sharpsville).

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

**258-15** To certify the Fire Department's cost and request the Trumbull County Prosecuting Attorney to file a Civil Action for Recovery of those costs in accordance with ORC §3745.13(A) for a hazardous materials incident that occurred on August 31, 2015 at 2719 State Route 305 (Wilson Sharpsville).

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

**259-15** To approve an expenditure of \$\_ with CDW-G for the purchase of 11 computers for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by other Fire Departments participating in this regional grant.

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

**260-15** To approve an expenditure of \$\_ with CDW-G for the purchase of 54 GPS Systems for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by other Fire Departments participating in this regional grant.

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

**261-15** To approve an emergency expenditure of \$1,000.00 with \_ for the purchase of 2 front tires for Rescue 11 via state purchase, to be paid from the Fire Fund.

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

**Police Department:**

- See Attached Agenda

**262-15** To approve the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Action for the Recovery of Those Costs in Accordance with R.C. 3745.13(A)* for an incident that occurred on August 15, 2015 at 2820 State Route 305 (Wilson Sharpsville).

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

**263-15** To approve the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Action for the Recovery of Those Costs in Accordance with R.C. 3745.13(A)* for an incident that occurred on August 17, 2015 at 4702 Durst Clagg Road.

**Motion:** Trustee

**Second:** Trustee

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

**264-15** To approve the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Action for the Recovery of Those Costs in Accordance with R.C. 3745.13(A)* for an incident that occurred on August 31, 2015 at 2719 State Route 305 (Wilson Sharpsville).

**Motion:** Trustee

**Second:** Trustee

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

**265-15** To hire Lawrence S. Batovsky as a Reserve Officer, pending passage of psychological screening, effective immediately.

**Motion:** Trustee

**Second:** Trustee

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

**Road Department:**

•

**266-15** To approve an expenditure not to exceed \$5,450.00 with Larry Hall Home Improvements for a new metal roof on the park maintenance building, to be paid from the Park Portion of the General Fund.

**Motion:** Trustee

**Second:** Trustee

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

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

•

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

•

**Parks & Recreation Board:**

•

**Safety Committee:**

•

**Health Insurance Committee:**

•

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

•

**Public Comment:**

•

**267-15** To adjourn the meeting at \_\_: \_\_ pm.

**Motion:** Trustee

**Second:** Trustee

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

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

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



# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 9/14/2015  
To: Trustee Meeting  
From: Chief Dennis Lewis  
Re: September 21, 2015 Trustee's  
Cc: File

---

Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting a resolution certifying the Fire Department's cost and requesting the Trumbull County Prosecuting Attorney to File a Civil action for the recovery of those costs in Accordance with R.C. 3745.13 (A) for a hazardous materials incident that occurred on August 17, 2015 at 4702 Durst Clagg Rd.
2. Requesting a resolution certifying the Fire Department's cost and requesting the Trumbull County Prosecuting Attorney to File a Civil action for the recovery of those costs in Accordance with R.C. 3745.13 (A) for a hazardous materials incident that occurred on August 15, 2015 at 2820 State Route 305 (Wilson Sharpsville).
3. Requesting a resolution certifying the Fire Department's cost and requesting the Trumbull County Prosecuting Attorney to File a Civil action for the recovery of those costs in Accordance with R.C. 3745.13 (A) for a hazardous materials incident that occurred on August 31, 2015 at 2719 State Route 305 (Wilson Sharpsville).
4. To approve an expenditure of \$##,###.00 with CDW-G for the purchase of 11 computers for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by the other Fire Departments participating in this regional Grant.
5. To approve an expenditure of \$##,###.00 with CDW-G for the purchase of 54 GPS systems for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by the other Fire Departments participating in this regional Grant.
6. To approve an emergency expenditure of \$1,000 for two new front tires for Rescue 11. The tires are on state purchase. To be paid from the fire fund.

Professionally,  
Dennis Lewis  
Fire Chief

Police Department Agenda for Trustee Meeting 09/21/2015

Thu 9/17/2015 7:42 AM

**From:** Michael Hovis

**To:** rdrew@bazettatwp.org

**Cc:** fparke@bazettatwp.org



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Rita,

Attached is the three resolutions for Hazmat billing for the trustee meeting 09/21/2015. I will bring the originals to have the trustees sign for you. Also, I would like to hire Lawrence S. Batovsky as a Reserve Officer pending a psychological and drug screen testing. If you have any concerns with this agenda please contact me immediately. Thank you in advance and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

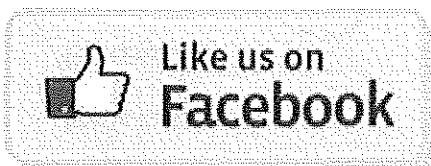
*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

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



*<https://www.facebook.com/BazettaTownshipPoliceDept>*

<https://www.facebook.com/BazettaTownshipPoliceDept>

<https://www.facebook.com/BazettaTownshipPoliceDept>

**Attachments:**

- image001.jpg
- Hazmat Billing Trustee meeting 9-21-15.pdf

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on September 21, 2015 at 7:00 p.m., at Bazetta Township Administration Building, with the following members present:

Trustee Webb Trustee Parke Trustee Hovis; and

WHEREAS, on August 15, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 2820 State Route 305 (Wilson Sharpsville Road); and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
 TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee \_\_\_\_\_ moved for adoption of the Resolution, and the motion was seconded by Trustee \_\_\_\_\_. The roll was called in the question of adoption in the following result:

Member: Vote: Yea-Nay-Absent

Adopted: \_\_\_\_\_, 2015

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

STATE OF OHIO        }  
                              }  
COUNTY OF TRUMBULL }

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, \_\_\_\_\_, Fiscal Officer of the \_\_\_\_\_  
 Township Board of Trustees, in whose custody and control the files and records of such Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution, and that the same is a true and correct copy thereof.

\_\_\_\_\_  
Fiscal Officer

Date: \_\_\_\_\_

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on September 21, 2015 at 7:00 p.m., at

Bazetta Township Administration Building, with the following members present:

Trustee Webb, Trustee Parke, Trustee Hovis; and

WHEREAS, on August 17, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at

4702 Durst Clagg Road; and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee \_\_\_\_\_ moved for adoption of the Resolution, and the motion was seconded by Trustee \_\_\_\_\_. The roll was called in the question of adoption in the following result:

Member: \_\_\_\_\_ Vote: Yea-Nay-Absent

Adopted: \_\_\_\_\_, 2015

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

STATE OF OHIO        }  
                                  }  
COUNTY OF TRUMBULL }

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, \_\_\_\_\_, Fiscal Officer of the \_\_\_\_\_ Township Board of Trustees, in whose custody and control the files and records of such Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution, and that the same is a true and correct copy thereof.

\_\_\_\_\_  
Fiscal Officer

Date: \_\_\_\_\_

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on September 21, 2015 at 7:00 p.m., at

Bazetta Township Administration Building, with the following members present:

Trustee Webb Trustee Parke Trustee Hovis; and

WHEREAS, on August 31, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at

2719 State Route 305 (Wilson Sharpsville Road); and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).



NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

- Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.
- Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee \_\_\_\_\_ moved for adoption of the Resolution, and the motion was seconded by Trustee \_\_\_\_\_. The roll was called in the question of adoption in the following result:

Member:	Vote: Yea-Nay-Absent
---------	----------------------

Adopted: \_\_\_\_\_, 2015

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Trustee

STATE OF OHIO        }  
                                  }  
COUNTY OF TRUMBULL }

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, \_\_\_\_\_, Fiscal Officer of the \_\_\_\_\_ Township Board of Trustees, in whose custody and control the files and records of such Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution, and that the same is a true and correct copy thereof.

\_\_\_\_\_  
Fiscal Officer

Date: \_\_\_\_\_

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: September 21, 2015 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

**253-15** To accept the minutes from the September 8 Regular Meeting.

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

**254-15** 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

**255-15** To authorize the Fiscal Officer do the following transfers.

*\$10,000.00 from 10-A-01A (Fire: Salaries PT) to 10-A-14 (Fire: Insurance)*  
*\$10,000.00 from 10-A-01D (Fire: Salaries OT) to 10-A-14 (Fire: Insurance)*  
*\$10,000.00 from 01-A-27 (General: Transfers) to 01-A-06 (General: Insurance)*  
*\$250.00 from 01-A-27 (General: Transfers) to 01-F-08 (General: Park Other Expenses)*  
*\$500.00 from 01-A-27 (General: Transfers) to 01-F-06 (General: Park Supplies)*  
*\$500.00 from 01-A-27 (General: Transfers) to 01-F-05 (General: Tools & Equipment)*  
*\$11,000.00 from General (01) to Cemetery (05)*

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

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

- None

**Administration:**

- Trustee Webb stated that several township officials attended the Trumbull Township Association meeting last week

**Fire Department:**

- Chief Lewis reported on Friday's accident at Station #13
  - Apologized for the incident
  - Both of the firefighters involved feel terrible
  - Asked everyone to understand that mistakes are made

- Trustee Webb commended the Fire Department, notably Chief Lewis and Firefighter/Medic Wasser, for their handling of the incident
- See Attached Agenda

**256-15** To certify the Fire Department's cost and request the Trumbull County Prosecuting Attorney to file a Civil Action for Recovery of those costs in accordance with ORC §3745.13(A) for a hazardous materials incident that occurred on August 17, 2015 at 4702 Durst Clagg Road.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**257-15** To certify the Fire Department's cost and request the Trumbull County Prosecuting Attorney to file a Civil Action for Recovery of those costs in accordance with ORC §3745.13(A) for a hazardous materials incident that occurred on August 15, 2015 at 2820 State Route 305 (Wilson Sharpsville).

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**258-15** To certify the Fire Department's cost and request the Trumbull County Prosecuting Attorney to file a Civil Action for Recovery of those costs in accordance with ORC §3745.13(A) for a hazardous materials incident that occurred on August 31, 2015 at 2719 State Route 305 (Wilson Sharpsville).

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**259-15** To approve an expenditure of \$22,966.00 with CDW-G for the purchase of 11 computers for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by other Fire Departments participating in this regional grant.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**260-15** To approve an expenditure of \$3,296.00 with CDW-G for the purchase of 54 GPS Systems for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by other Fire Departments participating in this regional grant.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**261-15** To approve an emergency expenditure of \$1,000.00 with American Tire Distributors for the purchase of 2 front tires for Rescue 11 via state purchase, 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:**

- Chief Hovis reported the following
  - Department will be receiving the maximum allowable \$6,979.23 through the US Army Corps of Engineers grant
  - Also receiving a grant of \$735.92 for the purchase of bullet proof vests

- See Attached Agenda

**262-15** To approve the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Action for the Recovery of Those Costs in Accordance with R.C. 3745.13(A)* for an incident that occurred on August 15, 2015 at 2820 State Route 305 (Wilson Sharpsville).

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**263-15** To approve the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Action for the Recovery of Those Costs in Accordance with R.C. 3745.13(A)* for an incident that occurred on August 17, 2015 at 4702 Durst Clagg Road.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**264-15** To approve the attached *Resolution Certifying the Police Department's Costs and Requesting the Trumbull County Prosecuting Attorney to File a Civil Action for the Recovery of Those Costs in Accordance with R.C. 3745.13(A)* for an incident that occurred on August 31, 2015 at 2719 State Route 305 (Wilson Sharpsville).

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**265-15** To hire Lawrence S. Batovsky as a Reserve Officer, pending passage of psychological screening, effective immediately.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

#### **Road Department:**

- Superintendent Parke reported on Trumbull County bids for partial depth repair on McCleary Jacoby
  - Issue 1 Project - Phase 1
  - Request to Proceed is ok
  - Contract has been sent to Atty. Finamore
  - Costs will be \$28,707.56 from the grant and \$24,454.59 from township funds

**266-15** To approve an expenditure not to exceed \$5,450.00 with Larry Hall Home Improvements for a new metal roof on the park maintenance building, to be paid from the General Fund.

**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 & Code Enforcement Board of Appeals:**

- Trustees Webb said the last Quarterly Meeting for 2015 will be October 7 at 7:00pm at the Administration Building

**Parks & Recreation Board:**

- Board Member Roman reported the following
  - Worked with Park Laborer Governor to create a list of park improvements that need to be done
    - This list will be discussed at their meeting tomorrow night
  - Shelters have been reserved the following numbers of times to this point in the year
    - Shelter A (Large) - 16
    - Shelter B (Imagination Station) - 39
    - Shelter C (Small) - 17
    - Gazebo - 1
  - Annual fundraiser will be held on Saturday, October 10
    - Tickets are \$20
    - Tickets are available through Fiscal Officer Drew, Trustee Webb, Chairman Belcher, himself or any Park Board Member

**Safety Committee:**

- Trustee Webb said the next meeting would be October 2 at 8am at the Police Department

**Health Insurance Committee:**

- Chief Hovis reported that the township is still saving 2.5% on insurance premiums

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

- None

**Public Comment:**

- Rose Stockton of McCleary Jacoby Road
  - Concerns about a house on Route 46 wherein the owner said in a public meeting that he would be the only one building on that lot and now others are building there
    - Trustee Hovis said he remembered something about a pond, but nothing else
    - Trustee Parke stated there are only 2 houses going up
    - Trustee Hovis said the owner would have had to go to the Trumbull County Planning Commission to subdivide the property
    - Trustee Parke affirmed we received no notification from the Planning Commission
    - Trustee Webb replied that this would never have come before the Bazetta Zoning Commission to be replatted
    - Trustee Hovis said he would bring this to Zoning Inspector Mills attention
    - Trustee Webb asked when the meeting to which she referred took place
      - Mrs. Stockton replied that it was in 1985
    - Trustee Webb reiterated that the Trustees would have Zoning Inspector Mills look into the property record.
  - Concerns about the situation at Fire Station #13
    - Just tear down the building now that it is damaged
    - It has been deteriorating for years
    - It's not worth fixing at this point
    - Trustee Parke said that the township has to go through the procedures with the insurance company and that the new fire station is still about 2 years away
    - Trustee Webb said the building had been open every day from 12-8pm until this incident and the Trustees will consider her concerns when the insurance quotes come in

- Presentation of Senior Watch Program Awards
  - Awards given to Police Secretary Deanna Boggess and Fire Capt. Michael Mannella
  - Chief Hovis said the program has grown substantially since it was first implemented
  - Chief Lewis would like even more seniors to get involved

**267-15** To adjourn the meeting at 7:30pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated:

09-30-15



Approved by: Chairman Trustee Ted Webb

Dated:

10/5/15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
25852	19.20	VW25852	AT&T Mobility	Service
25853	350.00	VW25853	Attorney Mark S. Finamore	Zoning Seminar
25854	193.74	VW25854	Ainsley Oil Company	Fuel/Diesel
25855	510.00	VW25855	Astro-Clain	Service
25856	208.51	VW25856	Advance Auto Parts	Supplies
25857	4519.64	VW25857	BE Solutions	Claims Runs
25858	700.00	VW25858	Bud's Towing & Recovery, LLC	Tows
25859	2300.00	VW25859	Cody's Lawn Service LLC	Nuisance Property Abatement
25860	100.00	VW25860	County Treasurers' Education Fund	2015 CPIM Certification
25861	166.56	VW25861	Handyman Supply Inc.	Supplies
25862	43.25	VW25862	Lowe's Business Acct/SYNCB	Supplies
25863	550.32	VW25863	Ohio Edison	Service
25864	2175.63	VW25864	Ohio Edison	PAYMENT
25865	100.00	VW25865	NEOFCA	Dues
25866	10965.22	VW25866	Ohio Insurance Services Agency	Insurance
25867	33.38	VW25867	Orwell Natural Gas	Service
25868	162.00	VW25868	Pitney Bowes Global Financial Serv LLC	Postage Meter
25869	40.00	VW25869	Purchase Power	Postage
25870	7.00	VW25870	Regional Collection Services, Inc.	Service
25871	378.89	VW25871	Ricoh USA, Inc	Copier Maint Agreement
25872	324.80	VW25872	Standard Insurance Company RD	Insurance
25873	100.00	VW25873	Samantha Butchko	Deposit Return
25874	300.00	VW25874	Schultz Towing, Inc.	Tows
25875	45.00	VW25875	Sam's Club/SYNCHRONY Bank	Supplies
25876	3208.88	VW25876	Trumbull County 9-1-1	9-1-1 Service
25877	188.00	VW25877	Time Warner Cable-Northeast	Service
25878	50.00	VW25878	Treasurer State of Ohio	Service
25879	82.00	VW25879	Treasurer of State of Ohio	Service
25880	524.48	VW25880	Vance Outdoors, Inc.	Supplies
25881	150.60	VW25881	Warren Fire Equipment, Inc.	Supplies/Service
25882	85.46	VW25882	Walmart Business/SYNCB	Supplies
25883	50.00	VW25883	Warren Fire Equipment, Inc.	Service/Supplies
25884	285.00	VW25884	Youngstown/Warren Regional Chamber	Dues
25885	100.00	VW25885	Nicholas Gregory	Uniform Allowance
=====				
	29017.56		Total Amount of Pending Warrants	

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 9/14/2015  
To: Trustee Meeting  
From: Chief Dennis Lewis  
Re: September 21, 2015 Trustee's  
Cc: File

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting a resolution certifying the Fire Department's cost and requesting the Trumbull County Prosecuting Attorney to File a Civil action for the recovery of those costs in Accordance with R.C. 3745.13 (A) for a hazardous materials incident that occurred on August 17, 2015 at 4702 Durst Clagg Rd.
2. Requesting a resolution certifying the Fire Department's cost and requesting the Trumbull County Prosecuting Attorney to File a Civil action for the recovery of those costs in Accordance with R.C. 3745.13 (A) for a hazardous materials incident that occurred on August 15, 2015 at 2820 State Route 305 (Wilson Sharpsville).
3. Requesting a resolution certifying the Fire Department's cost and requesting the Trumbull County Prosecuting Attorney to File a Civil action for the recovery of those costs in Accordance with R.C. 3745.13 (A) for a hazardous materials incident that occurred on August 31, 2015 at 2719 State Route 305 (Wilson Sharpsville).
4. To approve an expenditure of \$###,###.00 with CDW-G for the purchase of 11 computers for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by the other Fire Departments participating in this regional Grant.
5. To approve an expenditure of \$###,###.00 with CDW-G for the purchase of 54 GPS systems for the Regional FEMA Grant, to be paid from the Firefighter Assistance Grant and by the other Fire Departments participating in this regional Grant.
6. To approve an emergency expenditure of \$1,000 for two new front tires for Rescue 11. The tires are on state purchase. To be paid from the fire fund.

Professionally,  
Dennis Lewis  
Fire Chief



A RESOLUTION CERTIFYING THE FIRE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)

WHEREAS, the BAZETTA Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on 4-21, 2015 at 7 p.m., at 3372 STATE ROUTE 5, with the following members present:

Trustee HEUIS Trustee PARKE Trustee WEBB;  
and

WHEREAS, on 7-31, 2015, the BAZETTA Township Fire Department ("Fire Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 4702 DUST CREEK Rd; and

WHEREAS, in responding to the aforementioned emergency situation, the Fire Department incurred necessary and reasonable, additional, or extraordinary costs in investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Fire Department's Chief has certified the Fire Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached Invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Fire Department's Chief has recommended that the Trustees certify the Fire Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE BAZETTA  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Fire Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Fire Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

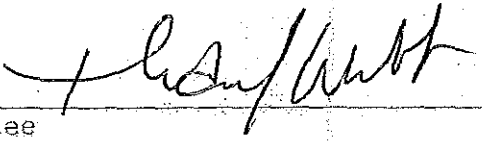
Section 2.

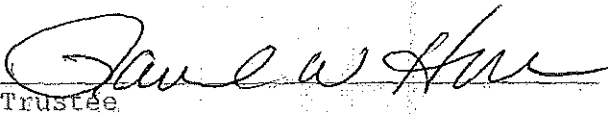
Pursuant to the recommendation of the Fire Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Fire Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

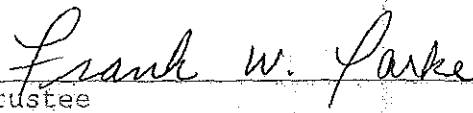
Trustee Parke moved for adoption of the Resolution, and the motion was seconded by Trustee Hovis. The roll was called in the question of adoption in the following result:

Member:	<u>Parke - Yes</u>	Vote: Yea-Nay-Absent
	<u>Hovis - Yes</u>	
	<u>Webb - Yes</u>	

Adopted: 09-21, 2015

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

  
\_\_\_\_\_  
Trustee

STATE OF OHIO                    )  
  )  
COUNTY OF TRUMBULL            )

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Drew, Fiscal Officer of the  
BAZETTA Township Board of Trustees, in whose custody and  
control the files and records of such Board are required by the laws  
of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that  
the same is a true and correct copy thereof.



Date: 09-21-15

Fiscal Officer

A RESOLUTION CERTIFYING THE FIRE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)

WHEREAS, the BAZETTA Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on 4-21, 2015 at 7 p.m., at 3372 STATE Route 5, with the following members present:

Trustee Hovis Trustee PARKIE Trustee WEBB;  
and

WHEREAS, on 8-15-2015, 2015, the BAZETTA Township Fire Department ("Fire Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 2800 STATE Route 35; and

WHEREAS, in responding to the aforementioned emergency situation, the Fire Department incurred necessary and reasonable, additional, or extraordinary costs in investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Fire Department's Chief has certified the Fire Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached Invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Fire Department's Chief has recommended that the Trustees certify the Fire Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE BAZETTA  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Fire Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Fire Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2.

Pursuant to the recommendation of the Fire Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Fire Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

Trustee Hovis moved for adoption of the Resolution, and the motion was seconded by Trustee Parke. The roll was called in the question of adoption in the following result:

Member:	<u>Hovis-Yes</u>	Vote: Yea-Nay-Absent
	<u>Parke-Yes</u>	
	<u>Webb-Yes</u>	

Adopted: 09-21, 2015

[Signature]  
Trustee

[Signature]  
Trustee

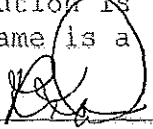
Frank W. Parke  
Trustee

STATE OF OHIO )  
                          )  
COUNTY OF TRUMBULL )

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Dree, Fiscal Officer of the  
Bazetta Township Board of Trustees, in whose custody and  
control the files and records of such Board are required by the laws  
of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that  
the same is a true and correct copy thereof.



Date: 09-21-15

Fiscal Officer

A RESOLUTION CERTIFYING THE FIRE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)

WHEREAS, the BAZETIA Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on 9-21-2015, 2015 at 7 p.m., at 332 STATE Route 5, with the following members present:

Trustee Houis Trustee PARKE Trustee WEBB;  
and

WHEREAS, on 8-31, 2015, the BAZETIA Township Fire Department ("Fire Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at 2719 Wilson Sharpville; and

WHEREAS, in responding to the aforementioned emergency situation, the Fire Department incurred necessary and reasonable, additional, or extraordinary costs in investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Fire Department's Chief has certified the Fire Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Fire Department's Chief has recommended that the Trustees certify the Fire Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE BAZETIA TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Fire Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Fire Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2.

Pursuant to the recommendation of the Fire Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Fire Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

Trustee Parke moved for adoption of the Resolution, and the motion was seconded by Trustee Houis. The roll was called in the question of adoption in the following result:

Member: Houis-Yes  
Parke-Yes  
Webb-Yes

Vote: Yea-Nay-Absent

Adopted: 09-25, 2015

[Signature]  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

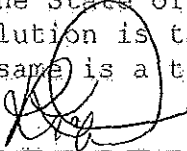
STATE OF OHIO )  
                          )  
COUNTY OF TRUMBULL )

ss:

CERTIFICATE OF THE  
FISCAL OFFICER



I, Rita K. Drew, Fiscal Officer of the  
Bazetta Township Board of Trustees, in whose custody and  
control the files and records of such Board are required by the laws  
of the State of Ohio to be kept, do hereby certify that the foregoing  
Resolution is taken and copied from the original Resolution, and that  
the same is a true and correct copy thereof.



Date: 09-21-15

Fiscal Officer

Police Department Agenda for Trustee Meeting 09/21/2015



Thu 9/17/2015 7:42 AM

**From:** Michael Hovis

**To:** rdrew@bazettatwp.org

**Cc:** fparke@bazettatwp.org

---

Rita,

Attached is the three resolutions for Hazmat billing for the trustee meeting 09/21/2015. I will bring the originals to have the trustees sign for you. Also, I would like to hire Lawrence S. Batovsky as a Reserve Officer pending a psychological and drug screen testing. If you have any concerns with this agenda please contact me immediately. Thank you in advance and have a great day!!!

*Michael J. Hovis, Chief of Police*

*Bazetta Township Police Department*

*2671 McCleary Jacoby Rd.*

*Cortland, Ohio 44410*

*PH:330-638-5503*

*Fax: 330-638-9927*

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



*<https://www.facebook.com/BazettaTownshipPoliceDept>*

<https://www.facebook.com/BazettaTownshipPoliceDept>  
<https://www.facebook.com/BazettaTownshipPoliceDept>

---

**Attachments:**

- image001.jpg
- Hazmat Billing Trustee meting 9-21-15.pdf

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on September 21, 2015 at 7:00 p.m., at

Bazetta Township Administration Building, with the following members present:

Trustee Webb Trustee Parke Trustee Hovis; and

WHEREAS, on August 15, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at

2820 State Route 305 (Wilson Sharpsville Road); and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee Parke moved for adoption of the Resolution, and the motion was seconded by Trustee Harris. The roll was called in the question of adoption in the following result:

Member: Harris - Yes  
Parke - Yes  
Webb - Yes Vote: Yea-Nay-Absent

Adopted: 09-21 2015

[Signature]  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

STATE OF OHIO }  
                          }  
COUNTY OF TRUMBULL }

ss:

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Draw, Fiscal Officer of the Bazetta

Township Board of Trustees, in whose custody and control the files and records of such Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution, and that the same is a true and correct copy thereof.

[Signature]  
Fiscal Officer

Date: 09-21-15

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on September 21, 2015 at 7:00 p.m., at

Bazetta Township Administration Building, with the following members present:

Trustee Webb Trustee Parke Trustee Hovis; and

WHEREAS, on August 17, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at

4702 Durst Clagg Road; and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached Invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).

NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee Hovis moved for adoption of the Resolution, and the motion was seconded by Trustee Parke. The roll was called in the question of adoption in the following result:

Member: Hovis-Yes  
Parke-Yes  
Webb-Yes  
Vote: Yea-Nay-Absent

Adopted: 09-21 2015

[Signature]  
Trustee

[Signature]  
Trustee

[Signature]  
Trustee

STATE OF OHIO }  
                          }     ss:  
COUNTY OF TRUMBULL }

CERTIFICATE OF THE  
FISCAL OFFICER

I, Rita K. Drew, Fiscal Officer of the Bazetta

Township Board of Trustees, in whose custody and control the files and records of such Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution, and that the same is a true and correct copy thereof.

[Signature]  
Fiscal Officer

Date: 09-21-15

**A RESOLUTION CERTIFYING THE POLICE DEPARTMENT'S COSTS AND REQUESTING THE TRUMBULL COUNTY PROSECUTING ATTORNEY TO FILE A CIVIL ACTION FOR THE RECOVERY OF THOSE COSTS IN ACCORDANCE WITH R.C. 3745.13(A)**

WHEREAS, the Bazetta Township Board of Trustees ("Trustees") met in regular session, pursuant to proper notice, on September 21, 2015 at 7:00 p.m., at

Bazetta Township Administration Building, with the following members present:

Trustee Webb Trustee Parke Trustee Hovis; and

WHEREAS, on August 31, 2015, the Bazetta Township Police Department ("Police Department") provided an emergency response to an unauthorized spill, release, discharge, or contamination of material into or upon the environment located at

2719 State Route 305 (Wilson Sharpsville Road); and

WHEREAS, in responding to the aforementioned emergency situation, the Police Department incurred necessary and reasonable, additional, or extraordinary costs in the investigating, mitigating, minimizing, removing, or abating the spill, release, discharge, or contamination; and

WHEREAS, the Police Department's Chief has certified the Police Department's costs in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination in the attached invoice, which is attached to this Resolution as Exhibit A; and

WHEREAS, the Police Department's Chief has recommended that the Trustees certify the Police Department's costs, as set forth in Exhibit A, to the Trumbull County Prosecuting Attorney ("Prosecuting Attorney"), and request that the Prosecuting Attorney bring a civil action for the recovery of those costs against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13(A).



NOW, THEREFORE, BE IT RESOLVED BY THE Bazetta  
TOWNSHIP BOARD OF TRUSTEES THAT:

Section 1. Pursuant to the recommendation of the Police Department's Chief, and upon review and consideration of the same, the Trustees determine and certify that the costs set forth in Exhibit A have been incurred by the Police Department in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination. Accordingly, a certified copy of this Resolution and a certified copy of Exhibit A shall be sent to the Prosecuting Attorney upon the adoption of the same.

Section 2. Pursuant to the recommendation of the Police Department's Chief, the Trustees request that the Prosecuting Attorney bring a civil action for the recovery of the Police Department's costs, as set forth in Exhibit A, in investigating, mitigating, minimizing, removing, or abating the referenced spill, release, discharge, or contamination, against the person(s) responsible for the unauthorized spill, release, discharge, or contamination, in accordance with R.C. 3745.13 (A).

Trustee Harris moved for adoption of the Resolution, and the motion was seconded by Trustee Parke. The roll was called in the question of adoption in the following result:

Member: Harris - Yes  
Parke - Yes  
Webb - Yes  
Vote: Yea-Nay-Absent

Adopted: 09-21, 2015

[Signature]  
Trustee  
[Signature]  
Trustee  
[Signature]  
Trustee

STATE OF OHIO            }  
                                      }            ss:                                    CERTIFICATE OF THE  
COUNTY OF TRUMBULL }    FISCAL OFFICER

I, Rita K. Draw, Fiscal Officer of the Bazetta

Township Board of Trustees, in whose custody and control the files and records of such Board are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing Resolution is taken and copied from the original Resolution, and that the same is a true and correct copy thereof.

[Signature]  
Fiscal Officer

Date: 09-21-15

8-19-15

3124 Warren-Meadville Rd  
Cortland, OH 44410

Bazetta Township

- ① Install new 40 year warranty Metal roof
- ② Install 1"x4" perlins over old shingles on 2' centers
- ③ Tear off visible shingles on rakes and install new matching fascia
- ④ Tear off old ridge vent & replace with matching metal
- ⑤ Install new drip edge
- ⑥ Install new matching snow & ice guards

(angle metal not plastic)

Total Materials

o Labor

\$5450<sup>00</sup>

Larry Hull  
(owner)



**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

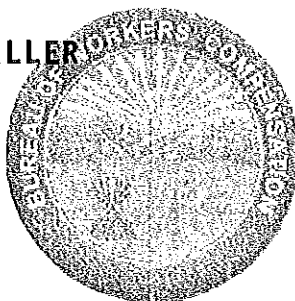
Policy number and employer

**1650189-0**

**JOHN MILLER & CHESTER MILLER  
C & J CONSTRUCTION  
9736 PENNIMAN RD  
ORWELL, OH 44076-9630**

Period specified below

**07/01/2015 through  
06/30/2016**



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

*Stephen Buchner*  
Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation



# CERTIFICATE OF LIABILITY INSURANCE

CJCON-1

OP ID: SG

DATE (MM/DD/YYYY)

10/09/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Frank Agency, Inc. Box 877, 15977 East High St. Middlefield, OH 44062-0877 Dennis P. Lory	<b>CONTACT NAME:</b> Dennis P. Lory <b>PHONE (A/C, No, Ext):</b> 440-632-5656 <b>FAX (A/C, No):</b> 440-632-1859 <b>E-MAIL ADDRESS:</b> dennis@frankagency.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>	<b>INSURER A:</b> Erie Insurance Group <b>NAIC #</b> 26263
John Miller dba C & J Construction 9736 Penniman Orwell, OH 44076	<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Q361720652K	12/17/2014	12/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater			Q361720652K	12/17/2014	12/17/2015	
A	Property Section			Q361720652K	12/17/2014	12/17/2015	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CARPENTRY GENERAL REMODELING (LIMITED ROOFING)**

Specifications for Park Roof

40 year warranty or better metal roof

Install 1"x4" perlins over old shingles 2' on centers

---

Tear off visible shingles on rakes and install new matching fascia

Tear off old ridge vent and replace with matching metal

Install new drip edge

Install new matching snow and ice guards, angle metal ones not plastic

7500.00

Victor Schwartz

814-450-6343

Jim

Took quote over phone

**Ohio**

**Bureau of Workers' Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer

**1599781-0**

**SAMUEL M BYLER  
BYLER'S ROOFING & CONSTRUCTION  
1306 MOORE RD  
ORWELL, OH 44076-9401**

Period specified below

**07/01/2015 through  
06/30/2016**




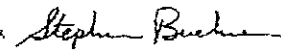
[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

*Steph B...*  
Administrator/CEO

You can reproduce this certificate as needed.



<b>Ohio</b>	<b>Bureau of Workers' Compensation</b>	30 W. Spring St. Columbus, OH 43215
	<b>Certificate of Premium Payment</b>	
This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.		
This certificate must be conspicuously posted.		
Policy No. and Employer	Period Specified Below	
1599781	03/30/2015 Thru 08/31/2015	
 <p>SAMUEL M BYLER BYLER'S ROOFING &amp; CONSTRUCTION 1306 MOORE RD ORWELL, OH 44076-9401</p>		
bwc.ohio.gov	 Administrator/CEO	
You can reproduce this certificate as needed.		

<b>Ohio Bureau of Workers' Compensation</b>	
<b>Required Posting</b>	
<p>Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.</p> <p>The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.</p>	
<b>Ohio</b>	<b>Bureau of Workers' Compensation</b>
You must post this language with the certificate of premium payment.	
DP-29 BWC-1629 7/7/08	

# BYLER'S ROOFING & CONSTRUCTION



We Are Insured and Bonded!

Amish Owned & Operated

Phone: 330.208.8985 / 440.223.6293



Proposal Submitted To:		Date: 8-21-15
Address: 2035 St Rt 305 Cortland		
Phone Number: 219-4749 637-8816	Email:	
Job Location:		
Job Name:	Job #:	
Architect:	Date of Plans:	

### Roofing

- Asphalt Shingles
- 25 Year
- Apply Felt Paper:  15#  30#  Titanium
- Install  90# Roll Roofing  90# Double Coverage Roll Roofing
- Install Screened-In Galvanized Chimney Caps
- Install Roof Vents  House  Ridge Vent
- Install Brai Rubberized Flat Roofing & Bay Sheet
- Install or Replace Pipe Caps
- Install Power Fans  Reinstall Homeowners Power Fan
- Replace All Damaged & Rotten Wood (Additi' to Proposal)
  - \_\_\_\_\_ Rate per 4' x 8' sheet
- Elk/Prestique/GAF
- Limited Lifetime
- Remove Antenna
- Shingle Garage  Shingle House
- Shingle Porches  Bottom of House Only
- Install Heating Cable (For Ice Backup)
- Chimneys:  Flash  Re-Mortar  Rebuild
- Install Drip Edge
- Rubberize All Seams on Roof
- Remove Old Roof:  House  Garage  Porches
- Install Ice & Water Shields  Valley Areas Only
- Paint All Metal on Roof
- Clean All Mess  Haul Away Old Shingles

### Spouting

- Install Seamless Spouting and Downspouts:  House  Garage  Porches
- Install Leaf Relief
- Warranty on Labor:  10 years  50 years  \_\_\_\_\_

Install 1x4 24"  
 Install metal roof  
 40yr warranty  
 Install drip edge  
 rakes & ridge vent

### Additional Specifications:

We propose hereby to furnish material and labor - complete in accordance with the above specification for the sum of: \_\_\_\_\_ dollars (\$ 6525.<sup>00</sup>)

with payment(s) to be made as follows:  paid in full  \_\_\_\_\_

Note: This proposal may be withdrawn by Byler's Roofing and Construction within  30 days  60 days  \_\_\_\_\_. Any alteration or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. All accounts 30 days past due will incur a 1% per month surcharge until balance is paid in full.

Respectfully Submitted: Jeremiah Adams  
 Authorized Representative of Byler's Roofing and Construction

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Byler's Roofing and Construction is authorized to do the work as specified. Payment(s) will be made as outlined above.

Authorized Signature

Date

Jeremiah Adams  
 Authorized Representative of Byler's Roofing and Construction



Bylers - Jerimha - 330-219-7424

# Mid-Park Metals

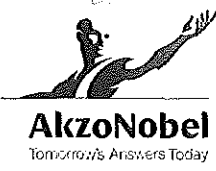
## PAINTED ROOFING AND SIDING

- 29 Gauge • 40 Year Warranty
- All Trim and Accessories Available
  - Delivery • Sky Lights
- Vapor Barrier • Vented Soffit • Roll Formed
  - Door Track • Quick Frames



- BRIGHT WHITE
- \* LINER PANEL
- ASH GRAY
- PEWTER GRAY
- CHARCOAL
- BURNISHED SLATE
- BLACK
- GALLERY BLUE
- HAWAIIAN BLUE
- \* GALVANIZED

- LIGHT STONE
- CLAY
- BEIGE
- SAHARA TAN
- BROWN
- BURGUNDY
- BARN RED
- BRIGHT RED
- DARK RED
- FOREST GREEN
- COPPER



Cool  
Chemistry

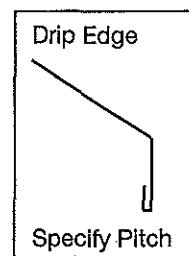
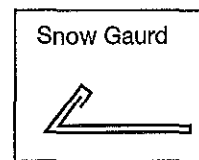
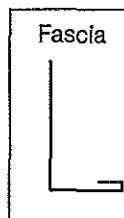
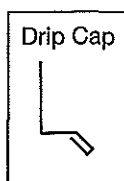
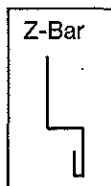
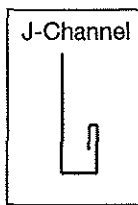
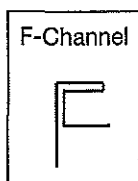
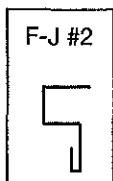
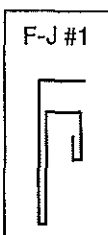
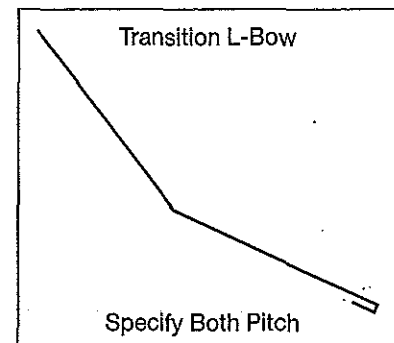
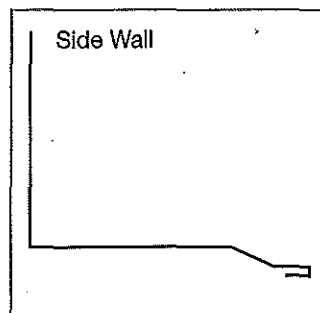
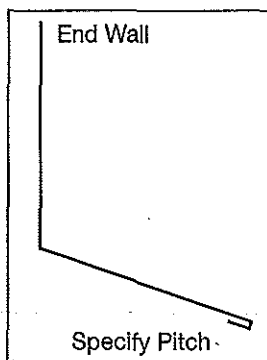
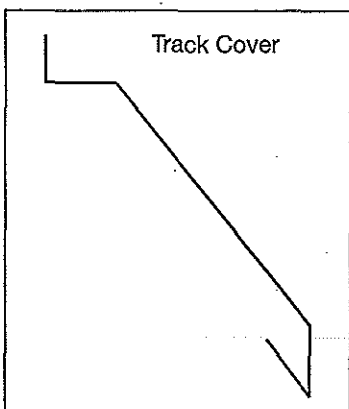
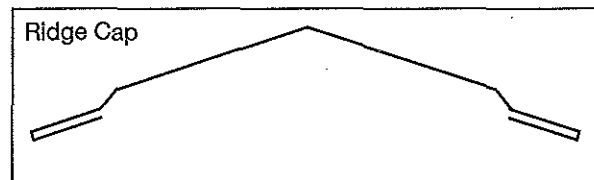
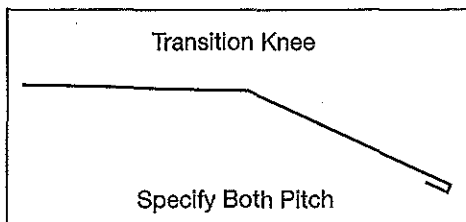
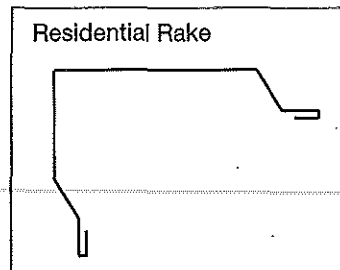
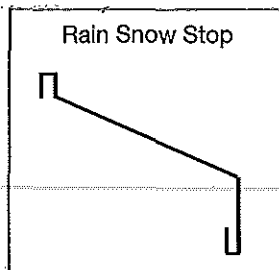
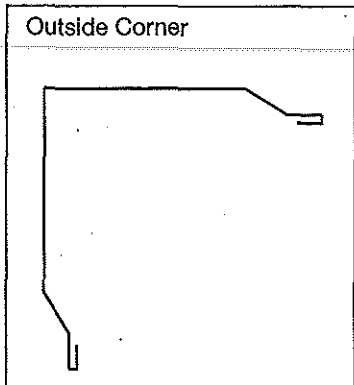
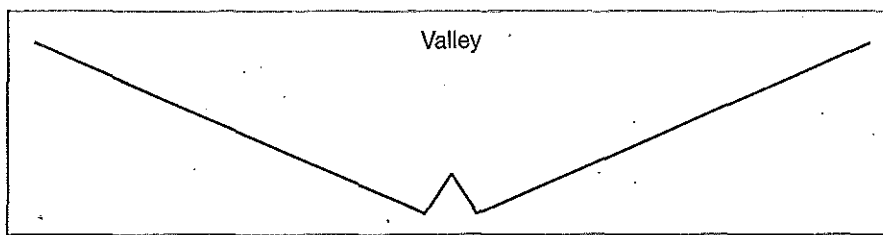
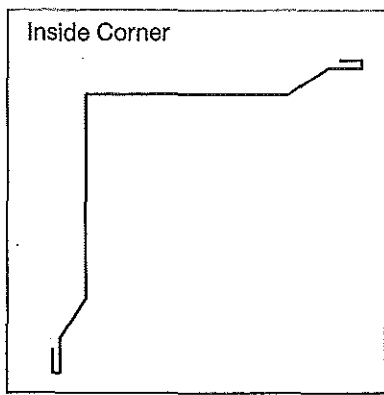
### Ceram-A-Star® 1050

All color selections are coated with Ceram-A-Star 1050. A revolutionary siliconized modified polyester paint system. The introduction of this paint system will allow us to continue providing our customers with the highest quality products available. Backed by an unprecedented 40 year limited warranty making our panels the only choice for all commercial, residential, and agricultural applications.

Colors may vary from printed samples, for an exact match visit you nearest dealer for a paint sample.

\* LIMITED WARRANTY

\*\* CALL FOR PRICE



# Mid-Park Metals

16654 HOSMER RD  
MIDDLEFIELD OH 44062

P: 440-548-2036  
F: 440-548-2136

**Dealers Welcome.**

**Free Quotes**

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: September 8, 2015 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

**240-15** To accept the minutes from the August 17 Regular Meeting.

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

**241-15** 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

**242-15** To approve the attached *Resolution Accepting the Amount and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor.*

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

**243-15** To authorize the Fiscal Officer do the following transfers.

*\$1,000.00 from 01-A-27 (General: Transfers) to 01-A-04 (General: Supplies)*  
*\$500.00 from 01-A-27 (General: Transfers) to 01-F-06 (General: Park Supplies)*  
*\$6,000.00 from 01-A-27 (General: Transfers) to 01-A-17 (General: Auditor Fees)*

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

**244-15** To authorize the Fiscal Officer do the following Supplemental Appropriations.

*\$3,000.00 to 10-A-14 (Fire: Insurance)*  
*\$4,000.00 to 10-A-09 (Fire: Supplies)*

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

**245-15** To adopt the attached *Resolution to Set Terms of the Appointed Alternates for the Township Board of Zoning Commissioners and the Board of Zoning Appeals.*

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

**246-15** To adopt the attached *Resolution to Prescribe the Procedures for Appointment of Alternates to the Township Board of Zoning Commissioners and the Board of Zoning Appeals.*

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- None

**Administration:**

- Trustee Webb stated the following
  - He attended a meeting about the "Golden Triangle"
  - Bazetta Township is not invested in any way in that property
- Trustee Hovis said he talked to the Trumbull County Engineer and Commissioners about revisiting the water petitions for Elm Road and Bazetta Road
- Trustee Parke said he has been working with Road Superintendent Parke and IT Specialist Davis on laying out a new section of the cemetery
- Trustee Webb stated that Cortland and Howland have set their Halloween times for October 31 from 6pm to 8pm

**247-15** To set 6-8pm on October 31, 2015 as the time and date for trick-or-treating in Bazetta Township.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Fire Department:**

- See Attached Report

**248-15** To accept the 2014 Assistance to Firefighters Grant (AFG) award (No. EMW-2014-FV-01100) for the amount of \$619,048 with a 5% share of \$30,952.00 for a total amount of \$650,000.00 for a multi-purpose fire truck.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

- Trustee Webb commended Chief Lewis for getting this grant

**Police Department:**

- See Attached Report

**Road Department:**

- Road Superintendent Parke reported the following
  - Will be seeking an Issue 1 Project on McCleary Jacoby Road
  - A 3 year multi-jurisdictional with Trumbull County
  - Cost in the first year would be \$325,248 with only \$50,000 being paid by the township
  - Costs would be split in the second year
  - The township would bear all costs in the third year
- Trustee Webb stated that taxpayers should be pleased with the amount of grants our department heads are pulling in

**249-15** To table a resolution to approve an expenditure not to exceed \$5,450.00 with Larry Hall Home Improvements for a new metal roof on the maintenance building, to be paid from the Park Portion of the General Fund.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

**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 & Code Enforcement Board of Appeals:**

- Trustee Webb stated that the next Quarterly Meeting would be October 7 at 7pm in the Administration Building

**Parks & Recreation Board:**

- Trustee Webb reported the following
  - Park Board meeting at the Administration Building tomorrow night at 6pm
  - Tickets are on sale for the October 10 fundraiser

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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

- None

**Public Comment:**

- Paul Carlson of Lakeshore Drive
  - Thanked Zoning Inspector Mills for taking care of an overgrown lot in Mr. Carlson's neighborhood
  - Shocked, in a good way, to see how much money Chief Lewis brought in on this grant
    - All department heads should be commended for their efforts
    - People need to know about this
  - Asked about the new fire station
    - Several hundred thousand dollars are tied up in this project with no appreciable progress
    - Could he get an update
- Trustee Webb said the township is working on a newsletter, touting the accomplishments in each department, that will be sent out to residents this month
- Atty. Finamore stated the following about the fire station project
  - Easements/license agreements with the railroad are what has been holding up the project
  - There was a concern in the agreement presented that the township could be forced to pull up any infrastructure at the whim of the railroad
  - Today, he received "for cause" language from the railroad that would not allow this to happen
  - This will be signed tonight
  - This was the first thing that needed to be signed before anything else could move forward
  - Still need a few more approvals before the project can go out for bids

**249-15** To recess into Executive Session at 7:21pm to discuss discipline of a public employee, per ORC §121.22(G).

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**250-15** To reconvene from Executive Session at 9:55pm with no action taken

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**251-15** To adopt the Disciplinary Settlement Agreement and to accept the Resolution for Disciplinary Action as prepared by legal counsel.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**252-15** To adjourn the meeting at 9:58pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated:

09-10-15



Approved by: Chairman Trustee Ted Webb

Dated:

9-21-2015

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
4	159.85	VW 4	The Hintington National Bank	PAYMENT
25729	61.50	VW25729	Aaron Hanson	Travel Expense Reimburs
25730	525.00	VW25730	Attorney Mark S. Finamore	Legal Services
25731	19.20	VW25731	AT&T Mobility	Service
25732	192.24	VW25732	American Tire Disbributors	Supplies/Service
25733	533.00	VW25733	BE Solutions	Mo Admin Fees
25734	1880.00	VW25734	Buck i Technology Solutions, llc.	Supplies
25736	2197.39	VW25736	BE Solutions	Claims Runs
25737	764.76	VW25737	Business Card	Supplies
25738	50.00	VW25738	City of Cortland	Firearms Re-Qualificati
25739	111.03	VW25739	City of Warren, Utility Services	Service
25740	145.00	VW25740	Collins Heating & Cooling	Service
25741	878.00	VW25741	Involta	Supplies/Service
25742	72.00	VW25742	David A. Walter	Travel Expense Reimburs
25743	138.79	VW25743	D.R. Ebel	Supplies
25744	3038.40	VW25744	Delta Dental	Insurance
25745	100.95	VW25745	Ford Quality Fleet Care Program	Repairs
25746	379.51	VW25746	Graybar Financial Services, LLC	Service
25747	61.50	VW25747	Gary W. Walters	Travel Expense Reimburs
25748	484.00	VW25748	Howland Alarm Company	Service
25749	200.00	VW25749	John P. Weston	Firearms Re-Qualificati
25750	1225.00	VW25750	Koorsen Fire & Security	Service
25751	214.93	VW25751	Mark Thomas Ford	Supplies
25752	141.38	VW25752	Michael Mannella	Health Ins. Opt Out
25753	400.00	VW25753	Northstar Towing, Inc.	Towing
25754	831.75	VW25754	Ohio Cat	Supplies/Service
25755	1491.00	VW25755	Ohio Billing, Inc.	EMS Trip Submissions
25756	14479.94	VW25756	Ohio Insurance Services Agency	Insurance
25757	525.57	VW25757	Ohio Edison	Service
25758	172.50	VW25758	PTNE, Inc.	Service
25759	600.00	VW25759	Schultz Towing, Inc.	Towing
25760	238.68	VW25760	Sunburst Environmental Service, Inc.	Service
25761	324.80	VW25761	Standard Insurance Company RD	Insurance
25762	355.18	VW25762	Thomas S. Rink	Travel Expense Reimburs
25763	357.96	VW25763	Time Warner Cable-Northeast	Service
25764	105.94	VW25764	Tractor Supply Credit Plan	Supplies
25765	100.00	VW25765	Treasurer Education Fund	Conference
25766	496.16	VW25766	Vision Service Plan-(OH)	Insurance
25767	3871.95	VW25767	Wex Bank	Gasoline/Fuel
25768	54.75	VW25768	Warren Fire Equipment, Inc.	Supplies
25769	390.00	VW25769	Wilson, Phillips & Agin, CPA'S, Inc.	Audit
25770	2027.51	VW25770	Ohio Edison	Service
25771	212.33	VW25771	Automotive Distributors	Supplies
25772	115.48	VW25772	Automotive Distributors	Supplies
25773	8.25	VW25773	Bortnick Tractor Sales, Inc.	Supplies
25774	205.02	VW25774	Trumbull County Water and Sewer	Service
25775	398.15	VW25775	Verizon Wireless	Service
25776	829.92	VW25776	American Tire Distributors	PAYMENT
25777	135.36	VW25777	Dominion East Ohio	PAYMENT
25778	162.88	VW25778	Fusion Network Billing System	PAYMENT
25779	27.31	VW25779	NAPA Auto Parts	PAYMENT
25780	185.00	VW25780	On Demand Drug Testing	PAYMENT
25781	21.31	VW25781	O'Reilly Automotive, Inc.	PAYMENT
25782	120.00	VW25782	Trumbull Township Association	PAYMENT
25783	20.00	VW25783	Regional Chamber	PAYMENT
=====				
	43298.43		Total Amount of Pending Warrants	

RESOLUTION ACCEPTING THE AMOUNT AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR

(BOARD OF TOWNSHIP TRUSTEES)

Revised Code, Secs. 5705.34-5705.35

The Board of Trustees of BAZETTA Township, TRUMBULL  
County, Ohio, met in Regular session on the 8th day of September,  
2015, at the office of Bazetta Township Trustees with the following members  
present:

Trustee Paul Houis

Trustee Frank Perke

Trustee Ted Webb

Trustee Houis moved the adoption of the following Resolution:

**RESOLVED**, By the Board of Trustees of BAZETTA Township,  
TRUMBULL County, Ohio, in accordance with the provisions of  
Section 5705.281 R.C. , previously provided the Alternative Tax Budget Information for the next succeeding  
fiscal year commencing January 1, 2016;

and

**WHEREAS**, The Budget Commission of TRUMBULL County, Ohio, has  
certified its action thereon to this Board together with an estimate by the County Auditor of the rate  
of each tax necessary to be levied by this Board, and what part thereof is without, and what part  
within the ten mill limitation; therefore, be it

**RESOLVED**, By the Board of Trustees of BAZETTA Township,  
TRUMBULL County, Ohio, that the amounts and rates, as determined  
by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said Township the rate  
of each tax necessary to be levied within and without the ten mill limitation as follows:



**SCHEDULE A  
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION  
AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to Be Derived From Levies Outside 10M. Limitation	County	Auditor's
			Estimate	of Tax
			Rate to be	Levied
			Inside	Outside
			10 M.	10M.
			Limit	Limit
	Column I	Column II	Column III	Column IV
General Fund (includes County Health)	168,433 21,054	21,120	1.20 0.15	0.40
Road and Bridge Fund	161,415	84,217	1.15	0.60
Cemetery Fund				
Lighting Fund				
Police District Fund		809,522		6.80
Fire District Fund		1,001,089		8.30
Road District Fund				
Park Levy Fund				
Miscellaneous Funds (Police Equipment)		53,172		0.60
Amb. & Emergengy Medical Services Fund				
General (Note) Bond Retirement Fund				
Twp. Motor Vehicle License Fund				
Special Levy Fund				
Capital Equipment Fund				
Permanent Improvement Fund				
<b>Total</b>	<b>350,903</b>	<b>1,969,120</b>	<b>2.50</b>	<b>16.70</b>
Tangible Reimbursement and PU from the State		52,812		
<b>Total</b>		<b>2,372,834</b>		

FUND		Maximum Rate Authorized to be levied	County Auditor's Est. of Yield of Levy (Carry to Schedule A, Column II)
<b>Special Levy Funds:</b>			
Levy authorized by voters on Police Levy- Continuous	05/07/13	1.00	
Levy authorized by voters on Police Levy- Continuous	05/07/13	1.00	
Levy authorized by voters on Police Levy- Continuous	05/07/13	0.50	
Levy authorized by voters on Police Levy- Continuous	05/08/84	1.00	
Levy authorized by voters on Police Levy- Continuous	05/08/90	1.50	
Levy authorized by voters on Fire Levy- Continuous	11/08/94	4.00	
Levy authorized by voters on Fire & EMS Levy- not to exceed 5 years	11/06/12	1.50	
Levy authorized by voters on Road & Bridge Levy - not to exceed 5 years	08/02/11	0.60	
Levy authorized by voters on Fire Levy- not to exceed 5 years	11/02/10	0.80	
Levy authorized by voters on Police Levy- not to exceed 5 years	11/08/11	0.60	
Levy authorized by voters on Police Levy- not to exceed 5 years	08/02/11	1.80	
Levy authorized by voters on Fire Levy- not to exceed 5 years	11/06/12	2.00	


and be it further

**RESOLVED**, That the Clerk of this Board be and he is hereby directed to certify a copy of this Resolution to the County Auditor of Said County.

Trustee Parke seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Trustee Havis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 8th day of September, 20 15.

  
 Fiscal Officer of the Board of Township Trustees of

BAZETTA Township

TRUMBULL County, Ohio

CERTIFICATE OF COPY  
ORIGINAL ON FILE

The State of Ohio, TRUMBULL County, ss.

I, Rita K. Drew, Clerk of the Board of Township Trustees  
of BAZETTA Township, in said County, and in whose custody the Files  
and Records of said Board are required by the laws of the State of Ohio to be kept, do hereby  
certify that the foregoing is taken and copied from the original of Board Resolution  
# 242-15, Adopted at a Regular Meeting on  
September 8, 2015.

now on file with said Board, that the foregoing has been compared by me with said original document,  
and that the same is a true and correct copy thereof.

WITNESS my signature, this 8<sup>th</sup> day of September, 20 15.

\_\_\_\_\_  
Fiscal Officer of the Board of Township Trustees of  
BAZETTA, Township.  
TRUMBULL County, Ohio.

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C. or at such later date as may be approved by the Board of Tax Appeals.

No.	BOARD OF TOWNSHIP TRUSTEES	
	<u>BAZETTA</u> , Township <u>TRUMBULL</u> , County, Ohio	
	RESOLUTION	
	ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.	
	(Board of Township Trustees)	
	Adopted _____, 20	
	_____ Township Clerk	
	Filed _____, 20	
	_____ County Auditor	
	By _____ Deputy	

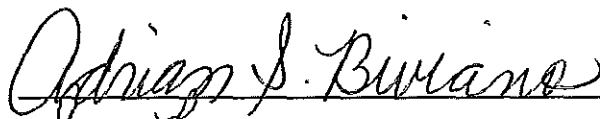


**OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES**

The Budget Commission of **TRUMBULL** County, Ohio, hereby makes the following Official Certificate of Estimated Resources for the Township of **BAZETTA** for the Fiscal Year beginning January 1, 2016.

FUND	UNENCUMBERED	TAXES	OTHER	TOTAL
	BALANCE		SOURCES	
	January 1, 2016	**		
General Fund	386,939.92	215,980.63	195,232.21	798,152.76
Special Revenue Funds	443,575.30	2,122,174.89	995,518.00	3,561,268.19
Debt Service Funds	0.00	34,678.98	0.00	34,678.98
Capital Project Funds	0.00	0.00	160,318.70	160,318.70
Enterprise Funds	0.00	0.00	0.00	0.00
Internal Service Funds	0.00	0.00	0.00	0.00
Fiduciary Funds	3,775.40	0.00	175.00	3,950.40
Agency Funds	0.00	0.00	0.00	0.00
Permanent	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>834,290.62</b>	<b>2,372,834.50</b>	<b>1,351,243.91</b>	<b>4,558,369.03</b>

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10-mill limitation is set forth in the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

August 11, 2015

\*\* Property Tax includes the following: Homestead and Rollback, PU State Reimbursement and Tangible State Reimbursement.

FUND	UNENCUMBERED		OTHER		TOTAL
	BALANCE	TAXES	SOURCES		
	January 1, 2016	**			
<b>01 GENERAL FUND</b>		194,465.90 PT	62,232.21 LG		
		21,514.73 CH	133,000.00 O		
<b>TOTAL GENERAL FUND</b>	<b>386,939.92</b>	<b>215,980.63</b>	<b>195,232.21</b>		<b>798,152.76</b>
<b>SPECIAL REVENUE FUNDS</b>					
02 Motor Vehicle License Tax	2,310.69		7,500.00 O		9,810.69
03 Gasoline Tax	94,196.64		85,000.00 O		179,196.64
04 Road and Bridge	74,019.60	251,005.17 PT -34,678.98 DS	35,500.00 O		325,845.79
05 Cemetery	9,696.86		84,000.00 O		93,696.86
07 Lighting Assessment	0.00		8,705.00 O		8,705.00
09 Police District	126,426.75	830,401.26 PT	187,500.00 O		1,144,328.01
09C Police Equipment	0.00	55,014.67 PT 0.00 DS	20,000.00 O		75,014.67
09J OMVI	997.84		2,400.00 O		3,397.84
10 Fire District	108,158.33	1,020,432.77 PT	350,000.00 O		1,478,591.10
13 Zoning	4,456.02		34,000.00 O		38,456.02
14 Fire Fighters Assistance Grant	750.00		179,913.00 O		180,663.00
14A Fire / EMS Training Center	1,297.81		500.00 O		1,797.81
22 Drug Law Enforcement	21,264.76		500.00 O		21,764.76
<b>TOTAL SPECIAL REVENUE</b>	<b>443,575.30</b>	<b>2,122,174.89</b>	<b>995,518.00</b>		<b>3,561,268.19</b>
<b>DEBT SERVICE FUNDS</b>					
15 Bond Retirement	0.00	34,678.98 DS			34,678.98
<b>TOTAL DEBT SERVICE</b>	<b>0.00</b>	<b>34,678.98</b>	<b>0.00</b>		<b>34,678.98</b>
<b>CAPITAL PROJECT FUNDS</b>					
30 OPWC Road Projects	0.00		160,318.70 O		160,318.70
<b>TOTAL CAPITAL PROJECT</b>	<b>0.00</b>	<b>0.00</b>	<b>160,318.70</b>		<b>160,318.70</b>
<b>FIDUCIARY FUNDS</b>					
06 Cemetery Bequest	3,775.40		175.00 O		3,950.40
<b>TOTAL FIDUCIARY</b>	<b>3,775.40</b>	<b>0.00</b>	<b>175.00</b>		<b>3,950.40</b>

PT - Property Taxes  
CH - County Health  
DS - Debt Service

LG - Local Government  
O - Other

\*\* Property Tax includes the following: Homestead and Rollback, PU State Reimbursement and Tangible State Reimbursement.

**ITEMIZED REPORT ON DISTRIBUTION OF  
ESTIMATED UNDIVIDED LOCAL GOVERNMENT FUND  
FOR 2016**

Subdivision	% Grand Total	ORIGINAL 7/24/2015
<b><u>Cities:</u></b>		
Warren City	16.500000%	868,319.66
Cortland City	1.283050%	67,521.06
Girard City	2.050200%	107,892.66
Hubbard City	1.557750%	81,977.27
Newton Falls City	0.938000%	49,362.66
Niles City	<u>3.932900%</u>	<u>206,970.57</u>
<b>TOTAL CITIES</b>	<b>26.261900%</b>	<b>1,382,043.88</b>
<b><u>Villages:</u></b>		
Lordstown Village	0.683400%	35,964.22
McDonald Village	0.653250%	34,377.56
Orangeville Village	0.036850%	1,939.25
West Farmington Village	0.097150%	5,112.56
Yankee Lake Village	<u>0.020100%</u>	<u>1,057.77</u>
<b>TOTAL VILLAGES</b>	<b>1.490750%</b>	<b>78,451.36</b>
<b><u>Townships:</u></b>		
Bazetta Township	1.182550%	62,232.21
Bloomfield Township	0.207700%	10,930.30
Braceville Township	0.542700%	28,559.82
Bristol Township	0.592950%	31,204.25
Brookfield Township	1.862600%	98,020.13
Champion Township	1.832450%	96,433.48
Farmington Township	0.345050%	18,158.41
Fowler Township	0.512550%	26,973.17
Greene Township	0.184250%	9,696.24
Gustavus Township	0.177550%	9,343.65
Hartford Township	0.395300%	20,802.83
Howland Township	3.296400%	173,474.48
Hubbard Township	1.132300%	59,587.78
Johnston Township	0.381900%	20,097.65
Kinsman Township	0.365150%	19,216.18
Liberty Township	2.378500%	125,169.59
Mecca Township	0.532650%	28,030.94
Mesopotamia Township	0.572850%	30,146.48
Newton Township	0.850900%	44,778.98
Southington Township	0.716900%	37,727.17
Vernon Township	0.335000%	17,629.52
Vienna Township	0.750400%	39,490.13
Warren Township	1.467300%	77,217.30
Weathersfield Township	<u>1.631450%</u>	<u>85,855.76</u>
<b>TOTAL TOWNSHIPS</b>	<b>22.247350%</b>	<b>1,170,776.45</b>
<b>TOTAL</b>	<b>50.000000%</b>	<b>2,631,271.69</b>
<b>Trumbull County</b>	<b>50.000000%</b>	<b>2,631,271.70</b>
<b>Total</b>	<b>100.000000%</b>	<b>5,262,543.39</b>

RESOLUTION TO SET TERMS OF THE APPOINTED ALTERNATES  
FOR THE TOWNSHIP BOARD OF ZONING COMMISSIONERS AND THE  
BOARD OF ZONING APPEALS

WHEREAS, the Board of Township Trustees has previously appointed two (2) Alternate members each to the Township Board of Zoning Commissioners and Township Board of Zoning Appeals pursuant to Ohio Revised Code Sections §519.04 and §519.13; and

WHEREAS at the time of the appointment the Board did not designate the term of office for each Alternate as prescribed by Ohio Revised Code Sections §519.04 and §519.13; Now Therefore,

BE IT RESOLVED THAT, the Alternate members appointed to the Township Board of Zoning Commissioners and Township Board of Zoning Appeals shall serve for the following term of office:

Board of Zoning Commission

Diane Runnestrand

Jennifer Nicholas

Term of Office

term expiring 12-31-2015

term expiring 12-31-2015

Board of Zoning Appeals

n.a.

n.a.

term expiring 12-31-2015

term expiring 12-31-2015

Moved by Trustee Parke

seconded by Trustee Hovis

Roll Call:     Aye    Nye

Trustee Hovis     \_\_\_

Trustee Parke     \_\_\_

Trustee Webb     \_\_\_

Resolution to Prescribe the Procedures for Appointment of Alternates to the  
Township Board of Zoning Commissioners and Board of Zoning Appeals

(ORC§519.04 and §519.13)

**WHEREAS**, Ohio Revised Code Sections 519.04 and 519.13 provide for the appointment of two (2) Alternates each to the Township Board of Zoning Commissioners and the Township Board of Zoning Appeals; and

**WHEREAS**, the Township desires to appoint such Alternates to ensure a full Board present at Public Hearings before the Board of Zoning Commissioners and the Board of Zoning Appeals, to properly and fairly serve the citizens of Bazetta Township; and

**WHEREAS**, the Township Board of Trustees desires to provide such appointments in the most economical manner, now therefore;

**BE IT RESOLVED THAT:**

1. The Board of Trustees may appoint two (2) Alternates each to serve on the Township Board of Zoning Commissioners and the Township Board of Zoning Appeals.
2. The Appointments shall be made by proper resolution naming the Alternates to be appointed and designating their term of office with the date of expiration.
3. The Alternates shall take the place of an absent regular member of the Board and be paid as all regular Board members only when they are sitting on the Board for the purpose of conducting a **Public Hearing** on an application or petition for zoning change before the Zoning Commission; or a **Public Hearing** on an appeal case before the Board of Zoning Appeals.
4. The Alternates will not take the place of an absent member and sit on the board and be paid when there is not a **Public Hearing** on an application or petition for zoning change before the Zoning Commission; or a **Public Hearing** on an appeal case before the Board of Zoning



Appeals. (i.e. organization meeting, quarterly meeting, work session, seminars etc.)

Moved by Trustee Parke, seconded by Trustee Hovis

ROLL CALL	AYE	NAYE
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Trustee Hovis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Trustee Parke	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Trustee Webb	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	3	2.91%	\$50,000	61.72%
131 Passenger vehicle fire	4	3.88%	\$31,000	38.27%
	<u>7</u>	<u>6.79%</u>	<u>\$81,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	63	61.16%	\$0	0.00%
322 Motor vehicle accident with injuries	10	9.70%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	3.88%	\$0	0.00%
	<u>77</u>	<u>74.75%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	0.97%	\$0	0.00%
	<u>1</u>	<u>0.97%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
511 Lock-out	1	0.97%	\$0	0.00%
553 Public service	2	1.94%	\$0	0.00%
554 Assist invalid	1	0.97%	\$0	0.00%
561 Unauthorized burning	2	1.94%	\$0	0.00%
	<u>6</u>	<u>5.82%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	4	3.88%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	2.91%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	1.94%	\$0	0.00%
	<u>9</u>	<u>8.73%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	0.97%	\$0	0.00%
741 Sprinkler activation, no fire -	1	0.97%	\$0	0.00%
743 Smoke detector activation, no fire -	1	0.97%	\$0	0.00%
	<u>3</u>	<u>2.91%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 103

Total Est Loss:

\$81,000

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}  
and District = "11 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	3	6.52%	\$50,000	61.72%
131 Passenger vehicle fire	4	8.69%	\$31,000	38.27%
	<u>7</u>	<u>15.21%</u>	<u>\$81,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	28	60.86%	\$0	0.00%
322 Motor vehicle accident with injuries	4	8.69%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	2.17%	\$0	0.00%
	<u>33</u>	<u>71.73%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
511 Lock-out	1	2.17%	\$0	0.00%
554 Assist invalid	1	2.17%	\$0	0.00%
561 Unauthorized burning	1	2.17%	\$0	0.00%
	<u>3</u>	<u>6.52%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	2.17%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	2.17%	\$0	0.00%
	<u>2</u>	<u>4.34%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
741 Sprinkler activation, no fire -	1	2.17%	\$0	0.00%
	<u>1</u>	<u>2.17%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>46</b>		<b>Total Est Loss:</b>	<b>\$81,000</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	13	61.90%	\$0	0.00%
322 Motor vehicle accident with injuries	2	9.52%	\$0	0.00%
	<u>15</u>	<u>71.42%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
511 Lock-out	1	4.76%	\$0	0.00%
554 Assist invalid	1	4.76%	\$0	0.00%
561 Unauthorized burning	1	4.76%	\$0	0.00%
	<u>3</u>	<u>14.28%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	4.76%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	4.76%	\$0	0.00%
	<u>2</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
741 Sprinkler activation, no fire -	1	4.76%	\$0	0.00%
	<u>1</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>21</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}  
 and District = "11 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	3	12.00%	\$50,000	61.72%
131 Passenger vehicle fire	4	16.00%	\$31,000	38.27%
	<u>7</u>	<u>28.00%</u>	<u>\$81,000</u>	<u>100.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	15	60.00%	\$0	0.00%
322 Motor vehicle accident with injuries	2	8.00%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	4.00%	\$0	0.00%
	<u>18</u>	<u>72.00%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 25

Total Est Loss:

\$81,000

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}  
and District = "13 "

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	34	64.15%	\$0	0.00%
322 Motor vehicle accident with injuries	6	11.32%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	5.66%	\$0	0.00%
	<u>43</u>	<u>81.13%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	1.88%	\$0	0.00%
	<u>1</u>	<u>1.88%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	1.88%	\$0	0.00%
561 Unauthorized burning	1	1.88%	\$0	0.00%
	<u>2</u>	<u>3.77%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	3.77%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	2	3.77%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.88%	\$0	0.00%
	<u>5</u>	<u>9.43%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	1.88%	\$0	0.00%
743 Smoke detector activation, no fire -	1	1.88%	\$0	0.00%
	<u>2</u>	<u>3.77%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>53</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}  
 and District = "13 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	14	66.66%	\$0	0.00%
322 Motor vehicle accident with injuries	4	19.04%	\$0	0.00%
	<u>18</u>	<u>85.71%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611F Dispatched & cancelled en route (Fire /	1	4.76%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	4.76%	\$0	0.00%
	<u>2</u>	<u>9.52%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	4.76%	\$0	0.00%
	<u>1</u>	<u>4.76%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>21</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {08/01/2015} And {08/31/2015}  
 and District = "13 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	20	62.50%	\$0	0.00%
322 Motor vehicle accident with injuries	2	6.25%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	9.37%	\$0	0.00%
	<u>25</u>	<u>78.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
412 Gas leak (natural gas or LPG)	1	3.12%	\$0	0.00%
	<u>1</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
553 Public service	1	3.12%	\$0	0.00%
561 Unauthorized burning	1	3.12%	\$0	0.00%
	<u>2</u>	<u>6.25%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	6.25%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	3.12%	\$0	0.00%
	<u>3</u>	<u>9.37%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
743 Smoke detector activation, no fire -	1	3.12%	\$0	0.00%
	<u>1</u>	<u>3.12%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>32</b>		<b>Total Est Loss:</b>	<b>\$0</b>



BAZETTA

Aid Responses by Department

Alarm Date Between {08/01/2015} And {08/31/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other	
<b>STA. 10 AIR BASE</b>								
15-0000720	08/08/2015	2 Automatic aid received	#Personnel	4	0	0	0	
Their Inci	1500022	Response Time: 00:17:34	#Appartus	1	0	0	0	
Subtotal Responses:		1	Average Response Time for Dept:					00:17:34

<b>STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200</b>								
15-0000712	08/05/2015	4 Automatic aid given	#Personnel	0	0	0	0	
Their Inci	978	Response Time: 00:06:08	#Appartus	0	0	0	0	
15-0000720	08/08/2015	2 Automatic aid received	#Personnel	3	0	0	0	
Their Inci	1500989	Response Time: 00:13:37	#Appartus	1	0	0	0	
15-0000726	08/09/2015	4 Automatic aid given	#Personnel	0	0	0	0	
Their Inci	12-0727	Response Time: 00:06:08	#Appartus	0	0	0	0	
15-0000745	08/15/2015	2 Automatic aid received	#Personnel	0	0	0	0	
Their Inci	12-745	Response Time: 00:05:20	#Appartus	0	0	0	0	
15-0000746	08/15/2015	2 Automatic aid received	#Personnel	0	0	0	0	
Their Inci	12-746	Response Time: 00:06:44	#Appartus	0	0	0	0	
15-0000755	08/17/2015	2 Automatic aid received	#Personnel	0	2	1	0	
Their Inci	1030	Response Time: 00:04:25	#Appartus	0	1	2	0	
15-0000756	08/17/2015	1 Mutual aid received	#Personnel	0	2	0	0	
Their Inci	1031	Response Time: 00:04:59	#Appartus	0	1	0	0	
15-0000780	08/26/2015	2 Automatic aid received	#Personnel	0	2	0	0	
Their Inci	1068	Response Time: 00:14:07	#Appartus	0	1	0	0	
15-0000793	08/31/2015	2 Automatic aid received	#Personnel	2	2	0	1	
Their Inci	1100	Response Time: 00:03:58	#Appartus	1	1	0	1	
Subtotal Responses:		9	Average Response Time for Dept:					00:07:16

<b>STA. 17 BRISTOL FDID 78105</b>								
15-0000714	08/05/2015	3 Mutual aid given	#Personnel	0	0	0	0	
Their Inci	383	Response Time: 00:09:16	#Appartus	0	0	0	0	
Subtotal Responses:		1	Average Response Time for Dept:					00:09:16

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109

Response time calculated from time notified to arrival.

BAZETTA

Aid Responses by Department

Alarm Date Between {08/01/2015} And {08/31/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
15-0000720	08/08/2015	2 Automatic aid received	#Personnel	4	0	0	0
Their Inci	2015-21-12	Response Time: 00:07:43	#Appartus	1	0	0	0
15-0000763	08/19/2015	1 Mutual aid received	#Personnel	0	0	0	0
Their Inci	+CHF2015-2	Response Time: 00:07:00	#Appartus	0	0	0	0
15-0000794	08/31/2015	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci	1329	Response Time: 00:06:17	#Appartus	0	1	0	0
Subtotal Responses: 3				Average Response Time for Dept: 00:07:00			

STA. 32 HOWLAND FDID 78121							
15-0000720	08/08/2015	2 Automatic aid received	#Personnel	2	0	0	0
Their Inci	1502060	Response Time: 00:09:40	#Appartus	1	0	0	0
Subtotal Responses: 1				Average Response Time for Dept: 00:09:40			

STA. 38 MECCA FIRE DEPARTMENT FDID 78133							
15-0000780	08/26/2015	2 Automatic aid received	#Personnel	0	2	1	0
Their Inci	243	Response Time: 00:14:07	#Appartus	0	1	1	0
Subtotal Responses: 1				Average Response Time for Dept: 00:14:07			

TCFIU TRUMBULL COUNTY FIRE INVEST. UNIT							
15-0000720	08/08/2015	2 Automatic aid received	#Personnel	2	0	0	0
Their Inci	1500020	Response Time: 00:17:34	#Appartus	2	0	0	0
Subtotal Responses: 1				Average Response Time for Dept: 00:17:34			

Response time calculated from time notified to arrival.



# August 2015 Bazetta Police Department Activity

**Published Date: September 2, 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>749</b>
<b>Incident Reports Filed</b>	<b>121</b>
<b>Traffic Crash Investigations</b>	<b>13</b>
<b>Number of Persons Arrested</b>	<b>58</b>
<b>Traffic Offenses</b>	<b>99</b>
<b>Traffic Citations Issued</b>	<b>85</b>
<b>Vehicle Miles Traveled</b>	<b>10,077.60</b>
<b>Office Contacts</b>	<b>221</b>

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

RESOLUTION FOR DISCIPLINARY ACTION

WHEREAS, the Township finds that the Fire Chief Violated Fire Department Standard Operating Guidelines and Township Employee Conduct Policies and Rules and Regulations constituting Conduct unbecoming a Fire Chief and Township Employee, notwithstanding the Fire Chief's denial and refuting of the findings. Now Therefore

BE IT RESOLVED:

1. The Township Finds that the appropriate level of disciplinary action warranted is a five (5) working day (40 hours) suspension without pay and the same is hereby imposed, Commencing on the 14th day of September, 2015, terminating five (5) working days (40 hours) thereafter.
2. The Fire Chief shall be permitted at his discretion to use and credit to the unpaid suspension in lieu of the suspension without pay, any unused paid vacation days that he has accrued to date.
3. The Township Adopts and ratifies the Disciplinary Agreement executed between the parties.

Moved by Trustee Parke, Seconded by Trustee Hovis

ROLL CALL:	AYE	NAYE
Trustee Hovis	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Parke	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trustee Webb	<input checked="" type="checkbox"/>	<input type="checkbox"/>

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: October 19, 2015 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

**287-15** To accept the minutes from the October 5 Regular Meeting.

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

**288-15** 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

**289-15** To adopt the attached *IT Services Cooperative Agreement* with Farmington Township.

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

**290-15** To authorize the Fiscal Officer to amend the 2015 Amended Certificate of Estimated Resources and Permanent Appropriations to reflect the additional receipt and expenditure of \$154,645.00 from the Fire Fighters Assistance Grant (14) and submit to the Trumbull County Auditor.

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

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

- Email from State Employment Relations Board regarding their upcoming SERB Academy
- Letter from Ohio Secretary of State concerning statewide issues on the November ballot
- Copies of letters from Trumbull County Prosecuting Attorney to various parties regarding hazardous material cleanup charges
- Letter from Trumbull County Commissioners about a round table discussion on nuisance properties
- Letter from the Trumbull County Planning Commission regarding a Public Hearing about amending the Trumbull County Subdivision Regulations
- Public Comment from Dianna Winters-Runnestrand concerning Zoning Commission issues

**Administration:**

- Trustee Parke thanked Trustee Webb, Fiscal Officer Drew, and Department Heads for their contributions to the newsletter
  - Trustee Hovis said he had received a lot of good comments about it

**Fire Department:**

- Nothing to report

**Police Department:**

- Chief Hovis said he would like to swear in Patrolman Larry Patosky at the end of the meeting
- Trustee Webb affirmed that this year's "Fill-A-Cruiser" will take place on Saturday, October 31 at Walmart from 8am to 4pm

**291-15** 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.

- 1999 GMC Sonoma (VIN 9759)*
- 2001 Dodge Ram (VIN 3674)*
- 1994 Chevrolet Camaro (VIN 9520)*
- 2000 Chevrolet Venture (VIN 2050)*

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

**Road Department:**

- Superintendent Parke reported that he had only the items below

**292-15** To close Bazetta Township Park for the season, effective November 1, 2015.

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

**293-15** To set November 6, 2015 as Park Laborer John Governor's last working day for the season.

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

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

- Inspector Mills reported the following
  - Will be getting the final mowing bills in
  - Looking into next year
  - Waiting to see what happens with the Moving Ohio Forward Grant
  - Attended an Eastgate Regional meeting to see if there is any money available
  - May be using Chief Hovis and a patrolman on a nuisance clean-up

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb reported the following
  - Last meeting of 2015 was October 7
  - Dates for the 2016 Quarterly Meetings will be January 6, April 6, July 6, and October 5
- Inspector Mills said it was refreshing to see a citizen come in and make a suggestion to the Zoning Commission because it is important for people to know the Zoning Resolution is a living document

**Parks & Recreation Board:**

- Board Member Roman stated the following regarding the October 10 fund raiser
  - 80 or so people attended
  - DiLucia's donated the food
  - Optimist Club donated the hall
  - Roughly \$2500 was raised

**Safety Committee:**

- Trustee Webb reported that the next meeting will be November 6 at 8am at the Police Department

**Health Insurance Committee:**

- Trustee Webb there are documents that the committee needs to review before November 30

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

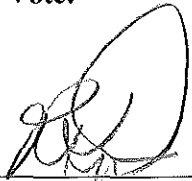
- Dianne Winters-Runnestrand read a prepared statement concerning alleged illegal appointment and removal of Zoning Commission Members and violations of the Ohio Sunshine Law

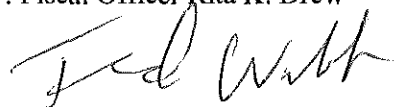
**Public Comment:**

- Ron Snell of Bazetta Road asked if the township had ever contacted anyone about the removal of trailers on a nuisance property
  - Trustee Hovis said he was going to contact Greg Groves, then send the information to Inspector Mills
  - Inspector Mills said there was a bid to remove the trailers about two years ago
    - The resident came in and declared that he would take care of it
    - The township did not proceed with the demolition
    - Currently working on getting bids for demolition and nuisance abatement for all items not currently in probate
  - Atty. Finamore explained how to determine what items were still in probate
  - Chief Lewis said the buildings cannot be burned down for training purposes
  - Inspectors Mills said he wanted all debris removed with an officer present during the removal
  - Fiscal Officer Drew asked if this fell under the new demolition collaboration between the Trumbull County Engineer's and Sheriff's Offices
  - Atty. Finamore said to check with Randy Smith or Thomas Altier to see if this would qualify
  
- Atty. Mark Finamore swore in Patrolman Larry Patovsky

**294-15** To adjourn the meeting at 7:43pm.

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

  
 \_\_\_\_\_ Dated: 10-29-15

Attested by: Fiscal Officer Rita K. Drew  
  
 \_\_\_\_\_ Dated: 10/29/15  
 Approved by: Chairman Trustee Ted Webb

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
26032	111.16	VW26032	Advance Auto Parts	Parats
26033	1325.00	VW26033	Attorney Mark S. Finamore	Services
26034	55.00	VW26034	APA Ohio	Dues
26035	111.25	VW26035	Ainsley Oil Company	Fuel
26036	3735.03	VW26036	BE Solutions	Claims Runs
26037	331.78	VW26037	Bortnick Tractor - Cortland	Supplies
26038	450.00	VW26038	Cortland City Fire Department	Training
26039	25.00	VW26039	Curtis Lonsbrough	Zoning Commission Qtrly Mtg
26040	285.03	VW26040	Carter Lumber	Supplies/Parts
26041	891.69	VW26041	Dane Design, LLC	Service/Supplies
26042	65.50	VW26042	Finley Fire Equipment	Supplies/Parts
26043	161.84	VW26043	Network Billing Systems, LLC	Service
26044	25.00	VW26044	Howard Wetzel	Zoning Commission Qtrly Mtg
26045	165.64	VW26045	Handyman Supply Inc.	Supplies/Parts
26046	25.00	VW26046	Jack Hineman	Zoning Commission Qtrly Mtg
26047	35.60	VW26047	Ken's Tech Supply	Supplies/Parts
26048	200.00	VW26048	Lester A. Ayres	EMS Refund
26049	9.36	VW26049	Middlefied MFG	Supplies
26050	33.63	VW26050	Orwell Natural Gas	Service
26051	175.00	VW26051	On Demand Drug Testing & Work Solutions	Service
26052	42.50	VW26052	PTNE, Inc.	Service
26053	280.00	VW26053	Psycare, Inc.	Service
26054	217.98	VW26054	Purchase Power	Postage
26055	7.00	VW26055	Regional Collection Services, Inc.	Service
26056	305.03	VW26056	Ricoh USA, inc.	Copier Maint Agreement
26057	25.00	VW26057	Rita Benoit	Zonign Commission Qrtly Mtg
26058	300.00	VW26058	Schultz Towing, Inc.	Towing
26059	143.90	VW26059	Trumbull County - Ohio	New Fire Station Plan Review
26060	15.00	VW26060	Trumbull Township Association	October Dinner
26061	50.00	VW26061	Treasurer State of Ohio	Service
26062	397.06	VW26062	Verizon Wireless	Service
26063	63.38	VW26063	Walmart Business/SYNCB	Supplies
26064	167.80	VW26064	Warren Fire Equipment	Supplies/Parts/Service
26065	25.00	VW26065	Walter Maycher	Zoning Commission Qrtly Mtg
26066	19.20	VW26066	AT&T Mobility	Service
26067	1500.00	VW26067	Donald Urchek	Settlement Agreement
26068	283.48	VW26068	Ohio Cat	Parts
26069	13885.92	VW26069	Ohio Insurance Services Agency, Inc.	Insurance
26070	507.18	VW26070	Ohio Edison	Service
26071	3208.88	VW26071	Trumbull County 911	911 Service
26072	115.50	VW26072	Trumbull County Water and Sewer	Service
26073	315.00	VW26073	Western Reserve Farm Cooperative, Inc.	Supplies
=====				
	30092.32		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 2015, 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 is agreement shall be for a period of one (1) year, commencing on the 18 day of November 2015 and continuing thereafter for a period of one year terminating at the close of business the 17 day of November 2016. 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, 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:**

All LEADS (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.

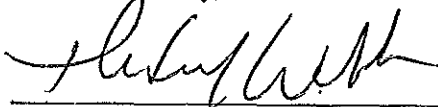
**14. Severability:**

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.

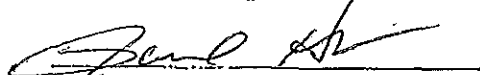
**15. Governing Law:**

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

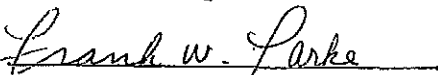
Trumbull County, Ohio.



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



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



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

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

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

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

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

**BAZETTA TOWNSHIP TRUSTEES  
SPECIAL MEETING MINUTES**

Date: October 19, 2015 at 5:00pm  
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

**284-15** To recess into Executive Session at 5:00pm with legal counsel to discuss imminent court action, per ORC §121.22(G).


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


**285-15** To reconvene from Executive Session at 5:51pm with no action taken

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

**286-15** To adjourn the meeting at 5:51pm.

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

  
\_\_\_\_\_  
Attested by: Fiscal Officer Rita K. Drew      Dated: 10-22-15

  
\_\_\_\_\_  
Approved by: Chairman Trustee Ted Webb      Dated: 10/29/15



**BAZETTA TOWNSHIP TRUSTEES  
SPECIAL MEETING AGENDA**

Date: October 29, 2015 at 9:30am  
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  
Chief Dennis Lewis

Chris Bebb, Baker Bednar & Schneider  
Bill Macosky, Lynn Kittinger & Noble  
Kim Blasco, Trumbull County Engineer  
Atty. Mark Finamore

- Discussion regarding fire station property improvements

**295-15** To adjourn the meeting at 10:28am.

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

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

Dated: 10-29-15

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

Dated: 11/2/15

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: October 5, 2015 at 7:00pm  
Bazetta Township Administration Building  
3372 State Route 5  
Cortland, Ohio 44410

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

- Trustee Webb reminded the assemblage of the Public Comment procedures

**268-15** To accept the minutes from the September 21 Regular Meeting.

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

**269-15** 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

**270-15** To authorize the Fiscal Officer to advance \$175,000 from General Fund (01) to Fire Fighters Assistance Grant (14), for capturing a discount on the vehicle for which the grant has been awarded, with the advance to be repaid in 2016 when the grant monies have been paid to the township.

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

**271-15** To authorize the Fiscal Officer to do the following Supplemental Appropriations to reflect actual expenditures in the funds delineated.

*\$175,000 for Fund 14 (Fire Fighters Assistance Grant)*  
*-\$11.15 for Fund 07 (Ivy Hill Lighting District)*  
*-\$17.94 for Fund 07A (Morrow/Williams Lighting Assessment)*  
*-\$132.61 for Fund 07B (Timber Creek Heights Lighting Assessment)*  
*-\$173.46 for Fund 07C (Timber Creek Estates Lighting Assessment)*

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

**272-15** To authorize the Fiscal Officer to amend the Certificate of Estimated Resources as follows to reflect actual receipts in the funds delineated.

*\$175,000 for Fund 14 (Fire Fighters Assistance Grant)*  
*-\$11.15 for Fund 07 (Ivy Hill Lighting District)*  
*-\$17.94 for Fund 07A (Morrow/Williams Lighting Assessment)*  
*-\$132.61 for Fund 07B (Timber Creek Heights Lighting Assessment)*

*-\$173.46 for Fund 07C (Timber Creek Estates Lighting Assessment)*

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

**273-15** To authorize the Fiscal Officer to amend the 2015 Amended Certificate of Estimated Resources and Permanent Appropriations to reflect the items in Board Resolutions #270-15, #271-15 and #272-15 and submit to the Trumbull County Auditor.

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

**274-15** To authorize the Fiscal Officer do the following transfers.

*\$8,873.05 from 01-A-27 (General: Transfers) to 01-A-16 (General: Health District)*

*\$250.00 from 01-A-27 (General: Transfers) to 01-B-04 (General: Utilities)*

*\$7.72 from 07-A-01C (Timber Creek Estates: Contracts) to 07-A-02C (Timber Creek Estates: Other)*

*\$3,000.00 from 01-A-27 (General: Transfers) to 01-E-01 (General: Street Lights)*

*\$32.62 from 01 (General) to 07 (Ivy Hill Lighting District)*

*\$87.18 from 01 (General) to 07C (Timber Creek Estates Lighting Assessment)*

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

**275-15** To authorize the Fiscal Officer to request that the Trumbull County Auditor adjust Lighting District Special Assessments per half to the following.

*\$4.01 per parcel in the Ivy Hill Lighting District*

*\$12.17 per parcel in the Morrow/Williams Lighting District*

*\$15.01 per parcel in the Timber Creek Heights Lighting District*

*\$12.86 per parcel in the Timber Creek Estates Lighting District*

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

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

- None

**Administration:**

- Trustee Webb reported the following
  - Township newsletter
    - Was delivered last week
    - Has received positive feedback
    - Thanked Fiscal Officer Drew and Department Heads for their contributions
  - Invited to attend a meeting on Thursday about the new Lakeview Schools building

**Fire Department:**

- Nothing to report

**276-15** To accept the \$659,290.00 bid from Kovatch Mobile Equipment, via state purchase, for a quint ladder truck, to be paid from the Fire Fighters Assist Grant and Fire Funds.

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

- Chief Lewis noted that the township portion of this truck would be roughly \$40,000
- Trustee Webb thanked Chief Lewis for all his efforts

**Police Department:**

- See Attached Report

**Road Department:**

- Road Superintendent Parke reported that the township has received \$2,483.57 from the Ohio Attorney General's lawsuit against Morton Salt

**277-15** To promote Thad Wajda to Truck Driver, at the contracted rate, effective October 11, 2015.

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

**278-15** To authorize the following individuals to represent Bazetta Township for the Ohio Public Works Commission Issue 1 Project known as T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs.

<i>Chief Executive Officer</i>	<i>Road Superintendent Kristopher Parke</i>
<i>Chief Financial Officer</i>	<i>Fiscal Officer Rita K. Drew</i>
<i>Project Manager</i>	<i>Road Superintendent Kristopher Parke</i>

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

**279-15** To accept the Ohio Public Works Commission Issue 1 grant funding in the amount of \$28,707. 56 for T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs and approves \$24,454.59 as the Local Match for the project, with the total cost being \$53,162.15.

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

**280-15** To accept Fiscal Officer Drew's certification that the Local Match of \$24,454.59 for the Ohio Public Works Commission Issue 1 Project known as T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs is available in the General Fund.

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

**281-15** To award the bid for T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs to Karvo Paving Company, as awarded by the Trumbull County Engineer.

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

- Trustee Webb stated that the above is why it is so important that the General Fund Levy is passed
  - If there was not enough money in the General Fund, we would not have been able to accept this grant funding and this road would not be repaired

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

- Nothing to report

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb reported that the final Quarterly Meeting for the year will be October 7 at 7pm at the Administration Building

**Parks & Recreation Board:**

- Trustee Webb reported that the fund raiser is this Saturday at 6:30pm at Candlelight Knolls

**282-15** To approve the attached *Bazetta Township Shelter/Gazebo Reservation Rules and Regulations*.

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

**Safety Committee:**

- Trustee Webb reported that the committee met on October 2 and discussed the incident at Station #13

**Health Insurance Committee:**

- Nothing to report

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

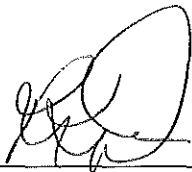
- None

**Public Comment:**

- None

**283-15** To adjourn the meeting at 7:13pm.

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



Attested by: Fiscal Officer Rita K. Drew

Dated:

10-06-15



Approved by: Chairman Trustee Ted Webb

Dated:

10/19/15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	138.69	VW 1	The Huntington National Bank	Service Charges
2	460.30	VW 2	The Huntington National Bank	Truck Loan
25939	96.67	VW25939	Automotive Distributors Warehouse	Supplies
25940	90.00	VW25940	Automotive Distributors Warehouse	Supplies
25941	2500.00	VW25941	AECOM	New Fire Station
25942	900.00	VW25942	Alert-All Corp.	Supplies
25943	925.24	VW25943	American Tire Distributors	Supplies
25944	400.00	VW25944	Bud's Towing & Recovery, LLC	Sept. Tows
25945	2814.37	VW25945	BE Solutions	Claims
25946	588.00	VW25946	BE Solutions	Mo Admin Fees
25947	1678.54	VW25947	Business Card	Supplies
25948	1165.00	VW25948	Clean Air Concepts	Service Call/Supplies
25949	217.43	VW25949	City of Warren, Utility Services	Service
25950	127.61	VW25950	Dominion East Ohio	Service
25951	544.89	VW25951	D&T P.M. & Truck Repairs LLC	Supplies/Service
25952	1567.23	VW25952	Delta Dental	Insurance
25953	14.95	VW25953	Finger Lakes/Castle	Supplies
25954	3549.70	VW25954	Finley Fire Equipment	Supplies
25955	500.47	VW25955	Graybar Financial Services, LLC	Service
25956	150.00	VW25956	Jim Goodhart	Service
25957	150.00	VW25957	June Mills	Return of Grave Spaces
25958	5450.00	VW25958	Larry Hull Home Improvements	Park Roof
25959	500.00	VW25959	MPH Industries, Inc.	Supplies
25960	50.61	VW25960	Middlefield Farm & Garden	Supplies
25961	141.38	VW25961	Michael Mannella	Sept Opt-Out
25962	98.29	VW25962	Mark Thomas Ford	Supplies
25963	50.89	VW25963	NAPA Auto Parts	Supplies
25964	1008.00	VW25964	Ohio Billing, Inc.	EMS Trip Submissions
25965	500.00	VW25965	Northstar Towing, Inc.	Towing
25966	4550.00	VW25966	Norfolk Southern Railway Company	New Fire Station
25967	967.06	VW25967	Ohio Edison	Service
25968	149.23	VW25968	Parr Public Safety Equipment	Supplies
25969	95.00	VW25969	Quality Truck & Body Equipment Co. Inc.	Supplies
25970	535.00	VW25970	PB Electronics Inc.	Service/Supplies
25971	211.63	VW25971	Sunburst Environmental Service, Inc.	Service
25972	200.00	VW25972	Schultz Towing, Inc.	Tows
25973	48.00	VW25973	Trumbull Cement Products Company, Inc.	Supplies
25974	539.00	VW25974	Time Warner Cable-Northeast	Service
25975	211.56	VW25975	Trumbull County Water And Sewer	Service
25976	28.50	VW25976	Trumbull County Legal News	Service
25977	46.95	VW25977	Tractor Supply Credit Plan	Supplies
25978	36.00	VW25978	Trumbull Township Association	Associate Memberships
25979	496.16	VW25979	Vision Service Plan-(OH)	Insurance
25980	3448.51	VW25980	Wex Bank	Gasoline/Diesel
25981	20.00	VW25981	Youngstown/Warren Regional Chamber	Registration

=====  
37960.86

Total Amount of Pending Warrants



# KME FIRE APPARATUS

*By Kovatch Mobile Equipment Corp.*

One Industrial Complex – Nesquehoning, PA 18240  
(570) 669-5132 [Phone] - (570) 669-5124 [Fax]  
www.kovatch.com

September 29, 2015

Bazetta Township Fire Department  
773 Everett Hull Rd.  
Cortland, Ohio 44410

Chief Lewis,

**Kovatch Mobile Equipment, Fire Apparatus Division, is pleased to present the enclosed Fire Apparatus proposal for a 79' Ladder.**

Our proposal includes a **KME 79' Steel Ladder with a 214" KME Aluminum Body**, mounted on a **KME Predator Panther MFD custom chassis with a 10" raised roof, a 450hp Diesel Engine, an Allison 3000EVS Transmission, a 1500 GPM Waterous single-stage pump, a 500 gallon water tank, and accessories as noted within.**

**Total Delivered Price of Fire Apparatus: \$672,122.00**

<b><u>Prepayment Options:</u></b>	Prepay \$329,645.00 at time of contract	Deduct \$12,832.00
	Prepay \$300,000.00 at time of contract	Deduct \$11,000.00

**Terms:** Choose from above prepay options. Otherwise, total balance due upon delivery to fire department.

**Delivery:** 330 - 420 calendar days after receipt of Chassis at the factory in Nesquehoning, Pa. If delivery is after 8/15/2016, a FEMA Grant required penalty of \$100.00 per day shall be deducted from the contract price.

Prices are firm for 30 days.

Should this proposal exceed your budget, or if prepayment options are needed, or if you simply desire to lease/purchase, KME offers the **HOT LEASE SOLUTION**. Financing of terms from 1 to 15 years and a free ownership at the end of the lease. Payment terms are very flexible depending on your situation. **KME HOT LEASE** offers a unique financial solution for your community.

Service and/or warranty work for your new **KME** fire apparatus can be handled quickly and locally within your area of Ohio by our local **KME** authorized service centers.

We truly appreciate the invitation to present this proposal and would like the opportunity after the bid opening to discuss the features and customer benefits of the **KME** fire apparatus and if needed decrease or increase any quantities and to eliminate any item or items from the proposal. Should you have any questions in the interim, please feel free to contact me at **1-800-729-6176**. We look forward to hearing a favorable response from you.

**KME....."We Hold the Solutions."**

Respectfully,

Ray Capezzuto  
Sales Consultant





**AGREEMENT OF SALE FOR FIRE APPARATUS**

THIS AGREEMENT is made between Kovatch Mobile Equipment Corp., t/a KME, of One Industrial Complex, Nesquehoning, Pennsylvania ("Company") and:

Bazetta Township Trustees, of  
Legal Name of Buyer

3372 State Route 5 NE, Cortland, Trumbull, Ohio, 44410  
Address City County State Zip

(330) 637-4136 Chief Lewis  
"Buyer" Phone Number Dennis

**BUYER INFORMATION (check one):**

Municipal Corporation  Non-Profit Corporation   
Business Corporation  Sole Proprietorship

Other (specify): Township

State of Incorporation: Ohio Date of Incorporation: 1998

**1. ACCEPTANCE:** Company agrees to sell and Buyer agrees to purchase the fire apparatus ("Apparatus") described in the Specifications incorporated as Exhibit A of this contract, as may be amended in writing, and the equipment listed herein, all in accordance with the terms and conditions set forth herein.

**2. DELIVERY SCHEDULE:** The Apparatus shall be ready for delivery F.O.B. \_\_\_\_\_ at approximately 330-420 days after receipt of  Contract  Chassis subject to extension due to changes made by Buyer or in accordance with Sections 5 or 12 below. Delivery after 8/15/2016 \$1000 penalty FEMA

**3. PRICE:** Buyer shall pay to Company as the Purchase Price for the Apparatus the sum of \_\_\_\_\_ U.S. Dollars

(\$ 659,290.00 )

This purchase price includes the following taxes: N/A

Any applicable taxes not specifically noted above will be paid by the Buyer directly, or will be added to the Purchase Price and paid by Company. If Buyer claims exemption from any tax, Buyer agrees to promptly furnish the applicable exemption certificate(s) and to indemnify and save Company harmless from any such tax, interest or penalty, which may at any time be assessed against Company as a result of this transaction.

**4. TERMS OF PAYMENT:** Terms of payment shall be:

- (A) Due upon signing..... \$ 329,645.<sup>00</sup>
- Due upon completion/receipt of chassis... \$ 0.<sup>00</sup>
- Due upon delivery..... \$ 329,645.<sup>00</sup>

(B) Check applicable method of payment for remaining balance due:

- Cash/cash equivalent at time of delivery
- Installment Sales Contract - Financing\*
- Lease-Purchase Agreement - Financing\*

\* Lender/Leasing Company: N/A

(C) No payment of any amount due under this Agreement shall be made directly to a KME Sales Representative without prior written approval from Company.

**5. CONTINGENCIES:** Company will not be liable for any delay, failure to make delivery, or other default due to strikes or labor unrest, war, riot, federal, state or local government action, fire, flood or other disaster or acts of God, accidents, breakdown of machinery, lack of or inability to obtain materials, parts or supplies, or any other causes or circumstances beyond the reasonable control of Company which prevent or hinder Company's manufacture and/or delivery of the Apparatus.

**6. WARRANTY:** Company provides a limited warranty on new Apparatus of its own manufacture in accordance with the warranty terms set forth in the Specifications.

**EXCEPT TO THE EXTENT PROHIBITED BY LAW, COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.**

SEE SEPARATE WARRANTY STATEMENT(S) FOR COMPLETE INFORMATION.

**7. DISCLAIMER OF CONSEQUENTIAL DAMAGES:** COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY BE SUSTAINED BY BUYER, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM THE USE, INABILITY TO USE, MAINTENANCE OR REPAIR OF THE APPARATUS, WHETHER UNDER THEORIES OF BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

**8. CANCELLATION:** This contract is not subject to cancellation by Buyer, unless for material breach by Company, except upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit.

**9. ENTIRE AGREEMENT; AMENDMENTS:** This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of Company has authority to make any representations, statements, warranties or agreements not herein expressed. All modifications or amendments of this contract, including the appendices, and Change Orders, must be in writing signed by an authorized representative of each of the parties hereto.

**10. SEVERABILITY:** If any provision hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it, unless to do so clearly negates the overall intent or purpose of the parties in entering into this contract.

**11. CHANGES IN COMMERCIAL SPECIFICATIONS:** Specifications for all commercial components of the Apparatus, manufactured by companies other than KME, are subject to change without notice. Specifications for such components will be as available at the time of manufacture of the Apparatus. Company shall not be liable for any specification deviations from the original contract specifications on such components made by their original manufacturer.

**12. CHANGES IN REGULATIONS/INDUSTRY STANDARDS:** The Purchase Price is subject to adjustment for changes to the Apparatus necessitated by changes in applicable government regulations (such as FMVSS or emissions regulations), industry standards (such as NFPA standards), replacement of discontinued models or components from vendors, or freight charges. Buyer is responsible for any cost increases due to such changes beyond Company's control.

EXPLANATION OF CONTRACT AMOUNT

BASE BID PRICE: 672, ~~000~~<sup>112</sup>.<sup>00</sup>

OPTIONS:

50% Prepay - \$12,832.<sup>00</sup>

FINAL CONTRACT PRICE WITH OPTIONS:

\$659,290.<sup>00</sup>

IN WITNESS WHEREOF, Buyer and Company have caused this Agreement to be executed by their duly authorized representatives this 5<sup>th</sup> day of October, 2015.

Bazetta Township  
(Buyer's Legal Name)

By: [Signature]  
Signature

Title: Fiscal Officer

By: [Signature]  
Signature

Title: Trustee

By: Ernest W. Parke  
Signature

Title: TRUSTEE

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Sales Representative: Raymond A. Caporaso Jr.

Organization Name: Warren Fire Equipment, Inc.

By: \_\_\_\_\_  
Signature

Title: Apparatus Sales

This contract is not a valid and binding obligation until approved, dated and executed by Kovatch Mobile Equipment Corp., Nesquehoning, Pennsylvania.

ACCEPTED AND APPROVED BY KOVATCH MOBILE EQUIPMENT CORP.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800135

EFFECTIVE DATES: 01/01/2011 TO 12/31/2015

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the State Term Schedule may be directed to:

Rob Rounds  
rob.rounds@das.state.oh.us

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

**Kovatch Mobile Equipment**

**STATE TERM SCHEDULE**

Index No: STS618  
Eff. Date: 01/14/2014

STATE OF OHIO  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
GENERAL SERVICES DIVISION  
OFFICE OF PROCUREMENT SERVICES  
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

**CONTRACTOR, PRICES, TERM SCHEDULE, ETC.**

**Send Purchase Orders To:**

**Remit To:**

**OAKS Contract ID:**

000009836  
Kovatch Mobile Equipment  
ONE INDUSTRIAL COMPLEX  
NESQUEHONING, PA 18240

Same

800135

**Contractor Contacts:**

Mr. Phillip Gerace      800-235-3928, ext. 5174      Fax: 570-669-5124      Sales Contact      pgerace@kovatch.com

**Delivery:**

30-270 Days A.R.O. - F.O.B. Destination

**Terms:**

Net 30 Days

**Basic Order Limitations** (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: 2 units

**APPROVED PRODUCTS/SERVICES:** Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approved price sheets are outside the scope of this schedule.

**MANDATORY USE CONTRACTS:** All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

**EXCLUDED ITEMS:** (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

**SPECIAL NOTE:** The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

**NOTICE TO CONTRACTOR/VENDOR:** It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

**UNSPSC CODES (OAKS Category ID) and Item Descriptions:**

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

25101700 - Safety and rescue vehicles

Dealer Index

**Dealer Name & Address**  
0000071651  
Warren Fire Equipment, Inc.  
6880 Tod Ave  
Warren, OH 44481-8628

**Remit to:**  
0000071651  
Warren Fire Equipment, Inc.  
ONE INDUSTRIAL COMPLEX  
NESQUEHONING, PA 18240

**OAKS Contract ID**  
800135-1



**Dealer's Contact:**

	<b>Name</b>	<b>Phone</b>	<b>Fax</b>	<b>Email Address</b>
Mr.	Bob Malone	800-729-6176	330-824-8303	bmalone@warrenfireequip.com

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SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	01/14/2014	This amendment is issued to add new items to the current price list effective with all orders issued on or after January 14, 2014
1	12/06/2011	This amendment is issued to add new items to the current price list effective with all orders issued on or after December 6, 2011.



# September 2015 Bazetta Police Department Activity

**Published Date: October 5 , 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>585</b>
<b>Incident Reports Filed</b>	<b>133</b>
<b>Traffic Crash Investigations</b>	<b>14</b>
<b>Number of Persons Arrested</b>	<b>44</b>
<b>Traffic Offenses</b>	<b>96</b>
<b>Traffic Citations Issued</b>	<b>81</b>
<b>Vehicle Miles Traveled</b>	<b>10,808.80</b>
<b>Office Contacts</b>	<b>251</b>

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



# Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699  
Office Phone: 330-637-8816 / Fax: 330-637-4588  
www.bazettatwp.org



## RESOLUTION TO AUTHORIZE REPRESENTATIVES

On the 5th day of October 2015, the Bazetta Township Board of Trustees met at a Regular Meeting of said Board at the Bazetta Township Administration Building, 3372 State Route 5 NE, Cortland, Ohio 44410.

Present at this meeting were:

Trustee Frank Parke  
Trustee Ted Webb  
Fiscal Officer Rita K. Drew

Trustee Parke moved for the adoption of the following Resolution #278-15:

To authorize the following individuals to represent Bazetta Township for the Ohio Public Works Commission Issue 1 Project known as T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs.

<i>Chief Executive Officer</i>	<i>Road Superintendent Kristopher Parke</i>
<i>Chief Financial Officer</i>	<i>Fiscal Officer Rita K. Drew</i>
<i>Project Manager</i>	<i>Road Superintendent Kristopher Parke</i>

Trustee Webb seconded the motion and the roll call being called upon its adoption resulted as follows.

Trustee Paul Hovis	Absent
Trustee Frank Parke	Yes
Trustee Ted Webb	Yes

**ADOPTED:** October 5, 2015

### CERTIFICATION

I, Rita K. Drew, Bazetta Township Fiscal Officer, hereby certify that the above is a true and accurate copy of the Resolution #278-15 that truly and accurately represents the official proceedings of the Board of Trustees of Bazetta Township, Trumbull County, Ohio.

**RITA K. DREW, Fiscal Officer**  
Bazetta Township, Trumbull County, Ohio



# Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699  
Office Phone: 330-637-8816 / Fax: 330-637-4588  
www.bazettatwp.org



## RESOLUTION TO ACCEPT OPWC FUNDING

On the 5th day of October 2015, the Bazetta Township Board of Trustees met at a Regular Meeting of said Board at the Bazetta Township Administration Building, 3372 State Route 5 NE, Cortland, Ohio 44410.

Present at this meeting were:

Trustee Frank Parke  
Trustee Ted Webb  
Fiscal Officer Rita K. Drew

Trustee Parke moved for the adoption of the following Resolution #279-15:

“To accept the Ohio Public Works Commission Issue 1 grant funding in the amount of \$28,707.56 for T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs and approves \$24,454.59 as the Local Match for the project, with the total cost being \$53,162.15.”

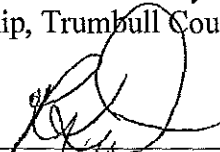
Trustee Webb seconded the motion and the roll call being called upon its adoption resulted as follows.

Trustee Paul Hovis	Absent
Trustee Frank Parke	Yes
Trustee Ted Webb	Yes

**ADOPTED:** October 5, 2015

### CERTIFICATION

I, Rita K. Drew, Bazetta Township Fiscal Officer, hereby certify that the above is a true and accurate copy of the Resolution #279-15 that truly and accurately represents the official proceedings of the Board of Trustees of Bazetta Township, Trumbull County, Ohio.

  
\_\_\_\_\_  
**RITA K. DREW, Fiscal Officer**  
Bazetta Township, Trumbull County, Ohio



# Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699  
Office Phone: 330-637-8816 / Fax: 330-637-4588  
www.bazettatwp.org



## RESOLUTION TO ACCEPT LOCAL MATCH CERTIFICATION

On the 5th day of October 2015, the Bazetta Township Board of Trustees met at a Regular Meeting of said Board at the Bazetta Township Administration Building, 3372 State Route 5 NE, Cortland, Ohio 44410.

Present at this meeting were:

Trustee Frank Parke  
Trustee Ted Webb  
Fiscal Officer Rita K. Drew

Trustee Parke moved for the adoption of the following Resolution #280-15:

“To accept Fiscal Officer Drew's certification that the Local Match of \$24,454.59 for the Ohio Public Works Commission Issue 1 Project known as T. H. 201 McCleary Jacoby Road (Phase 1) Pavement Repairs is available in the General Fund.”

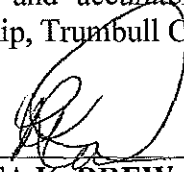
Trustee Webb seconded the motion and the roll call being called upon its adoption resulted as follows.

Trustee Paul Hovis	Absent
Trustee Frank Parke	Yes
Trustee Ted Webb	Yes

**ADOPTED:** October 5, 2015

### CERTIFICATION

I, Rita K. Drew, Bazetta Township Fiscal Officer, hereby certify that the above is a true and accurate copy of the Resolution #280-15 that truly and accurately represents the official proceedings of the Board of Trustees of Bazetta Township, Trumbull County, Ohio.

  
\_\_\_\_\_  
**RITA K. DREW, Fiscal Officer**  
Bazetta Township, Trumbull County, Ohio

# BAZETTA TOWNSHIP

## SHELTER/GAZEBO RESERVATION RULES AND REGULATIONS

1. Bazetta Township and Lakeview Schools sponsored programs and activities will have priority use of the facilities.
2. To ensure use of shelters/gazebo, reservations are required.
3. One member of the requesting group shall assume responsibility for the proper use of the facility.
4. User groups will be financially liable for Township facilities.
5. Parks and Recreation facilities will be available for use seven (7) days a week.
6. All activities will conclude by dusk or as posted.
7. Individuals and groups using township park areas **SHALL NOT**
  - a. Serve or sell alcoholic beverages unless a special designated permit has been issued.
  - b. Gamble
  - c. Charge admission to sponsored activities except when an activity is for the benefit of charity or nonprofit organization, and when said admission charge is approved by the Township.
  - d. Allow music, dancing other activities to interfere or offend other park users. Inappropriate behavior or noise will not be permitted.
8. Shelter/Gazebo fees:

	SHELTER (A)	SHELTER (B)	SHELTER (C)	*GAZEBO
Bazetta Resident	\$50.00	\$30.00	\$30.00	\$75.00
Non-Resident	\$60.00	\$40.00	\$40.00	\$100.00

**\*Plus \$100.00 deposit for clean-up, to be returned if gazebo is left clean and undamaged**

9. All garbage must be disposed of after use.

10. When a shelter/gazebo is not being used, it is available to the public on a first come first serve basis for no charge. All rules and regulations apply.
11. Any person or group who does not abide by these rules shall be asked to leave the premises.
12. No rain checks or refunds will be given due to bad weather or late cancellations.
13. Individuals or groups using the shelter/gazebo without a reservation must surrender the shelter/gazebo to individuals or groups having a shelter/gazebo permit for that facility.
14. You must pay for your shelter/gazebo reservation and submit a signed rental agreement at the time you make the reservation. No shelter/gazebo will be held without payment and a signed rental agreement. Your permit and rental agreement must be taken to the rental facility for proof of your reservation. Bazetta Township Police will be available for assistance during your rental, and will have a copy of your reservation application.
15. You must be 18 years of age to rent any park facility.
16. The park is open from \_\_\_\_\_
17. You will comply with all laws of the United States and the State of Ohio, and with all Township Park rules and regulations and will not permit anything to be done on said premises in violation thereof.
18. Glass containers of any kind are strictly prohibited.
19. Ground fires are strictly prohibited. Please be sure charcoal from your grill is cooled and deposited in proper receptacles.
20. Leave the premises clean, placing all paper and other debris in receptacles furnished throughout the park. Do not pour any solution on grass, trees, or vegetation.
21. Outlets are only for use of small radios, coffee pots, food warmers and like equipment that does not exceed a maximum of 15 amps.

22. Parking allowed only on designated parking lot areas.
23. Decorating is permitted. However, no staples or nails are allowed. If tape is used it must be a lightweight tape that can be easily removed.
24. Any special requests must be submitted in writing to Bazetta Township for approval no later than thirty (30) calendar days prior to your rental date. Special requests may include a disk jockey, live band, etc. or anything not specifically covered in this rental agreement.
25. Employees of Bazetta Township or the Lakeview Local Schools and Non-Profit groups shall be entitled to a 10% discount on facility rentals. Proof of employment or membership is required.



## REGULATION FOR SCHOOL OUTINGS

**School Outings:** Bazetta Township may approve the use of Imagination Station or any part of the Township Park for school outings. All school groups exceeding one full-sized bus load shall give prior notice to Bazetta Township of their planned use of the park at least two weeks prior to the planned use. The township may deny such requested uses if other activities have been planned for the park on the requested date or if more than one bus load of school children have already notified the Township of their planned use for the same day. Priority will be given to Lakeview Local Schools. There are no fees for school outings unless they reserve either or both shelters and/or the gazebo.

**BAZETTA TOWNSHIP PARK SHELTER/GAZEBO  
RENTAL APPLICATION AND AGREEMENT**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

IN WHAT POLITICAL SUBDIVISION DO YOU RESIDE: \_\_\_\_\_

FACILITY YOU DESIRE TO RENT:

SHELTER "A"       SHELTER "B"       SHELTER "C"       GAZEBO

DATE OF USE: \_\_\_\_\_ HOURS OF USE: \_\_\_\_\_

TODAYS DATE: \_\_\_\_\_

AMOUNT OF DEPOSIT: \_\_\_\_\_

CASH       CHECK OR MONEY ORDER      CHECK NO. \_\_\_\_\_

**PLEASE MAKE CHECKS OR MONEY ORDERS PAYABLE TO BAZETTA TOWNSHIP.**

Copies to: 1<sup>st</sup> Copy – Customer      2<sup>nd</sup> Copy – Police Department      3<sup>rd</sup> Copy – Township

I have read the shelter/gazebo reservation rules and regulations for use and permit and understand that the event may be terminated upon violation of any of the aforementioned rules and regulations. I also agree that while using the Bazetta Township Park facilities that we will not discriminate on the basis of disability, age, race, sex and national origin.

\_\_\_\_\_  
Signature of Person Responsible  
(Must be 18 years of Age)

**ANY PROBLEMS AT THE PARK, PLEASE CALL THE BAZETTA POLICE DEPARTMENT AT  
330-675-2730**

## PERMIT

Permit No. \_\_\_\_\_

### To Use Bazetta Township Shelter/Gazebo

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Home Telephone: \_\_\_\_\_

Date of Use: \_\_\_\_\_

Shelter "A"

**SHELTER LOCATION:**  Shelter "B"

Shelter "C"

Gazebo

This permit is issued to the above named individual for exclusive all day use at the shelter/gazebo.

APPROVED \_\_\_\_\_

Please bring your confirmed permit with you on the day of your reservation in case someone else is using your reserved shelter/gazebo.

Copy: File

Bazetta Township Police

**ANY PROBLEMS AT THE PARK, PLEASE CALL THE BAZETTA POLICE DEPARTMENT AT  
330-675-2730**

## **BAZETTA TOWNSHIP TRUSTEES SPECIAL MEETING MINUTES**

Date: November 10, 2015 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

- Discussion of strategies for expense reduction in the General Fund
  - See Attached Documents
- Trustee Webb said the additional 1.5 mill Levy failed last week by about 35% to 65%
- Fiscal Officer Drew reported the following
  - Starting in 2016, we lose the money that was coming in from the 0.4 mill levy that failed in 2014
  - At the recent rate of spending, there is roughly 2 years of General Fund left
  - If the General Fund is depleted, the township goes into Fiscal Emergency
  - If that happens, the state will come in and take over
  - Even if we pass a new levy in 2016, we won't see that money until 2017
- Trustee Webb said we need to discuss how to get the residents to understand the need for passage of this levy
- Fiscal Officer Drew said the following
  - We need to look at the 2016 budget and determine where cuts are going to be made
  - Cuts are going to have to be made
  - New revenue streams need to be considered
  - There can't be any sacred cows
- Jane Lewis of Durst Clagg Road asked why the General Fund levies are failing
  - Trustee Parke said because we are asking for new money, not just renewing
  - Inspector Mills said residents don't see any services coming out of the General Fund
- Robert Lewis of Durst Clagg Road said the following about passing the levy
  - Should have gone to local businesses to get their support
  - Township needs to sell itself
  - Need to get signage up
  - Need to go door to door with door hangers and pamphlets
  - Need to have a committee

- Chief Lewis said the following
  - We need to get the backing of the local unions
  - There needs to be a committee
  
- Superintendent Parke said the following
  - Need to look at where the levy is failing and target those areas
  - Need a committee
  - Cost of paving a mile of road is \$153,000 - \$192,000 depending on road width
  - Paving all the road in the township would cost in excess of \$4 million
  
- Jane Lewis of Durst Clagg Road said we should not go after Police, Fire, or Road Funds to cover the holes in the General Fund even though it is legal to do so
  
- Chief Hovis said the following
  - We need to have a committee to dissect the General Fund and come up with a recommendation
  - We need to keep Bazetta strong
  
- Trustee Hovis said most levies passed when they were up against the last presidential election and that we might be better off waiting until November to try again
  
- Trustee Webb was concerned about voter apathy
  
- Consensus of all present seemed to be
  - A levy committee and a budget committee need to be created as soon as possible
  - Need to be aggressive on all 3 levies in March

**311-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (1.5 mill General Fund Additional Levy)*.

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

**312-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (0.6 mill Police Equipment Fund Renewal Levy)*.

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

**313-15** To adopt the attached *Resolution Declaring it Necessary to Levy a Tax in Excess of the Ten Mill Limitation (0.8 mill Fire Fund Renewal Levy)*.

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

- Trustee Webb reminded the assemblage that tomorrow is Veteran's Day

**314-15** To adjourn the meeting at 8:10pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated:

11-11-15



Approved by: Chairman Trustee Ted Webb

Dated:

11-16-15

### Administration Expenses

	Salaries & Retirement	Insurance	All Other	Total
<b>2007</b>	\$ 118,521.55	\$ 70,762.09	\$ 237,543.63	\$ 426,827.27
<b>2008</b>	\$ 121,388.31	\$ 64,540.92	\$ 248,539.51	\$ 434,468.74
<b>2009</b>	\$ 125,680.06	\$ 68,489.90	\$ 203,299.44	\$ 397,469.40
<b>2010</b>	\$ 154,473.57	\$ 63,031.37	\$ 240,745.85	\$ 458,250.79
<b>2011</b>	\$ 159,239.80	\$ 42,291.92	\$ 112,777.29	\$ 314,309.01
<b>2012</b>	\$ 174,142.00	\$ 56,768.92	\$ 103,514.18	\$ 334,425.10
<b>2013</b>	\$ 180,900.25	\$ 55,684.90	\$ 235,635.63	\$ 472,220.78
<b>2014</b>	\$ 180,246.31	\$ 55,527.98	\$ 119,498.01	\$ 355,272.30
<b>2015</b>	\$ 184,659.00	\$ 56,000.00	\$ 141,200.00	\$ 381,859.00
<b>Average</b>	\$ 155,472.32	\$ 59,233.11	\$ 182,528.17	\$ 397,233.60

### Park Expenses

	Salaries & Retirement	Insurance	All Other	Total
<b>2007</b>	\$ 15,565.75	\$ -	\$ 5,798.58	\$ 21,364.33
<b>2008</b>	\$ 13,331.90	\$ 1,022.48	\$ 21,023.15	\$ 35,377.53
<b>2009</b>	\$ 11,164.38	\$ 1,062.72	\$ 16,665.14	\$ 28,892.24
<b>2010</b>	\$ 11,507.10	\$ 1,179.62	\$ 11,452.59	\$ 24,139.31
<b>2011</b>	\$ 15,836.32	\$ 1,190.64	\$ 12,279.20	\$ 29,306.16
<b>2012</b>	\$ 14,392.41	\$ 1,200.00	\$ 26,787.27	\$ 42,379.68
<b>2013</b>	\$ 11,302.43	\$ 1,199.08	\$ 7,931.06	\$ 20,432.57
<b>2014</b>	\$ 18,006.15	\$ 1,191.19	\$ 12,567.74	\$ 31,765.08
<b>2015</b>	\$ 21,000.00	\$ 1,300.00	\$ 24,645.81	\$ 46,945.81
<b>Average</b>	\$ 14,678.49	\$ 1,038.41	\$ 15,461.17	\$ 31,178.08



<b>Cemetery Fund Balances*</b>
--------------------------------

	Expenses	Revenues	Transfer from General Fund
<b>2007</b>	\$ 79,970.99	\$ 47,847.05	\$ 29,000.00
<b>2008</b>	\$ 70,961.91	\$ 41,026.46	\$ 30,000.00
<b>2009</b>	\$ 70,518.88	\$ 33,672.86	\$ 34,351.78
<b>2010</b>	\$ 73,432.67	\$ 37,386.06	\$ 30,570.12
<b>2011</b>	\$ 56,338.06	\$ 28,567.23	\$ 27,000.00
<b>2012</b>	\$ 124,860.33	\$ 60,077.79	\$ 57,305.38
<b>2013</b>	\$ 92,178.25	\$ 46,837.95	\$ 50,000.00
<b>2014</b>	\$ 84,022.66	\$ 57,968.59	\$ 30,000.00
<b>2015</b>	\$ 91,100.00	\$ 43,000.00	\$ 41,000.00
<b>Average</b>	\$ 82,598.19	\$ 44,042.67	\$ 36,580.81

<b>Zoning Fund Balances*</b>
------------------------------

	Expenses	Revenues	Transfer from General Fund
<b>2007</b>	\$ 5,588.29	\$ 31,829.94	\$ -
<b>2008</b>	\$ 13,149.61	\$ 7,348.51	\$ -
<b>2009</b>	\$ 15,362.80	\$ 6,114.51	\$ -
<b>2010</b>	\$ 16,852.60	\$ 4,050.44	\$ -
<b>2011</b>	\$ 24,538.86	\$ 5,552.18	\$ 15,500.00
<b>2012</b>	\$ 48,273.80	\$ 4,457.57	\$ 43,750.00
<b>2013</b>	\$ 28,935.11	\$ 10,990.71	\$ 25,000.00
<b>2014</b>	\$ 39,208.45	\$ 34,853.34	\$ -
<b>2015</b>	\$ 38,000.00	\$ 7,000.00	\$ 27,000.00
<b>Average</b>	\$ 25,545.50	\$ 12,466.36	\$ 12,361.11

# CEMETERY 5 YEAR COST AVERAGE

2011

MOWING/PLOWING COSTS	\$28,201.64
BURIALS	\$2,498.44
SEXTON	\$6,000.00
TOTAL	\$36,700.08
RECEIPTS	\$28,567.23
TOTAL DEFICIT	-\$8,132.85

2012

MOWING/PLOWING COSTS	\$41,834.71
BURIALS	\$9,992.82
SEXTON	\$6,000.00
TOTAL	\$57,827.53
RECEIPTS	\$60,077.79
TOTAL	4 \$2,250.26

2013

MOWING/PLOWING COSTS	\$50,133.50
BURIALS	\$9,527.93
SEXTON	\$6,000.00
TOTAL	\$65,661.43
RECEIPTS	\$43,910.20
TOTAL DEFICIT	-\$21,751.23

5 YEAR AVERAGE DEFICIT IS \$11,731.56  
 SYEAR AVERAGE DEFICIT WITHOUT SEXTON \$5,731.56 PER YEAR

2014

MOWING/PLOWING COSTS	\$43,045.56
BURIALS	\$12,347.33
SEXTON	\$6,000.00
TOTAL	\$61,392.89
RECEIPTS	\$56,354.00
TOTAL DEFICIT	- \$5,038.89

2015 UPTO 11/9/2015

MOWING/PLOWING COSTS	\$41,136.09
BURIALS	\$7,250.60
SEXTON	\$6,000.00
TOTAL	\$54,386.69
RECEIPTS	\$28,401.58
TOTAL DEFICIT	-\$25,985.11

# 5 YEAR AVERAGE IN PARK FOR LABOR

2011	\$15,836.82		
2012	\$14,392.41		
2013	\$11,302.43	5 YEAR AVERAGE COSTS OF LABOR IN PARK	\$14,907.46
2014	\$18,006.15		
2015	\$14,999.50		
	\$74,537.31		

2015 COST REFLECTS LABOR UNTIL 11/2/2015



05-A-03 Employer's Retirement Contribution	\$	6,526.86	\$	6,928.96	\$	6,492.04	\$	5,138.13	\$	8,095.91	\$	9,192.64	\$	8,285.17	\$	9,000.00
05-A-04 Workmen's Compensation	\$	3,037.12	\$	3,336.78	\$	3,114.02	\$	2,082.65	\$	1,357.63	\$	1,304.57	\$	1,524.07	\$	1,500.00
05-A-05 Improvement of Sites	\$	-	\$	-	\$	1,918.19	\$	-	\$	42,433.22	\$	1,983.87	\$	39.98	\$	2,000.00
05-A-06 Land Purchases	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
05-A-07 Repairs & Maintenance	\$	-	\$	-	\$	-	\$	850.00	\$	-	\$	-	\$	-	\$	-
05-A-08 Tools & Equipment	\$	4,595.00	\$	2,729.39	\$	1,447.99	\$	1,500.00	\$	4,549.00	\$	3,750.00	\$	4,000.00	\$	4,000.00
05-A-09 Supplies	\$	8,326.97	\$	1,160.17	\$	2,596.70	\$	4,600.00	\$	6,323.61	\$	6,385.15	\$	5,000.00	\$	5,000.00
05-A-12 Other Expenses	\$	1,389.11	\$	4,349.05	\$	7,428.92	\$	4,537.15	\$	3,036.91	\$	2,446.00	\$	2,380.27	\$	3,000.00
05-A-12A Insurance	\$	511.24	\$	291.60	\$	339.15	\$	363.73	\$	400.00	\$	498.99	\$	542.61	\$	600.00
05-A-13 Unemployment Compensation	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
05-A-90 FICA/Medicare	\$	530.79	\$	532.02	\$	670.80	\$	566.32	\$	836.52	\$	955.60	\$	856.67	\$	1,000.00
<b>FUND 13 - ZONING</b>	<b>\$</b>	<b>13,149.61</b>	<b>\$</b>	<b>15,328.10</b>	<b>\$</b>	<b>16,852.60</b>	<b>\$</b>	<b>24,538.86</b>	<b>\$</b>	<b>48,273.80</b>	<b>\$</b>	<b>28,935.11</b>	<b>\$</b>	<b>39,208.45</b>	<b>\$</b>	<b>38,000.00</b>
13-A-01 Salaries & Fees	\$	8,241.49	\$	9,222.99	\$	11,338.29	\$	12,120.50	\$	18,343.14	\$	21,412.73	\$	22,963.38	\$	23,000.00
13-A-02 Expenses	\$	3,597.70	\$	2,693.45	\$	4,000.54	\$	11,863.63	\$	29,831.39	\$	7,522.38	\$	16,065.12	\$	14,500.00
13-A-03 Supplies	\$	1,310.42	\$	3,411.66	\$	1,513.77	\$	554.73	\$	99.27	\$	-	\$	179.95	\$	500.00
<b>FUND 30 - CAPITAL EXPENDITURES</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>103,084.56</b>	<b>\$</b>	<b>1,632.81</b>	<b>\$</b>	<b>113,060.68</b>	<b>\$</b>	<b>49,256.81</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>153,934.61</b>	<b>\$</b>	<b>160,318.70</b>
30-A-05 Township Match	\$	-	\$	30,550.09	\$	1,632.81	\$	31,437.91	\$	15,316.07	\$	-	\$	69,100.21	\$	70,800.91
30-A-06 OPWC Grant	\$	-	\$	72,534.47	\$	-	\$	81,622.77	\$	33,940.74	\$	-	\$	84,834.40	\$	89,517.79

ESTIMATED RESOURCES	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Actual	2013 Actual	2014 Actual	2015
<b>FUND 01 - GENERAL</b>	<b>\$ 442,540.01</b>	<b>\$ 480,275.43</b>	<b>\$ 462,273.77</b>	<b>\$ 1,166,054.20</b>	<b>\$ 597,285.03</b>	<b>\$ 440,485.94</b>	<b>\$ 424,011.87</b>	<b>\$ 372,738.73</b>
General Property Tax (Real Estate)	\$ 191,956.30	\$ 188,151.60	\$ 192,406.55	\$ 194,348.62	\$ 180,054.63	\$ 188,461.63	\$ 179,262.64	\$ 179,000.00
Tangible Personal Property Tax	\$ 29,235.61	\$ 26,264.86	\$ 28,680.20	\$ 23,324.19	\$ 16,810.60	\$ 13,004.78	\$ 13,004.78	\$ 2,515.29
Estate Tax	\$ -	\$ 65,268.83	\$ 5,056.53	\$ 731,889.54	\$ 167,801.30	\$ 28,734.37	\$ 35,479.60	\$ -
Local Government Tax	\$ 124,376.79	\$ 107,484.08	\$ 107,934.46	\$ 107,876.09	\$ 76,683.41	\$ 63,140.48	\$ 56,937.62	\$ 58,223.44
Liquor Permit Fees	\$ 2,314.90	\$ 2,634.80	\$ 2,328.20	\$ 3,516.10	\$ 2,922.15	\$ 3,136.70	\$ 6,622.70	\$ 6,600.00
Cigarette License Fees	\$ 92.81	\$ 93.42	\$ 149.61	\$ 230.95	\$ 186.25	\$ 186.25	\$ 223.50	\$ 200.00
Gifts & Donations	\$ 100.00	\$ 100.00	\$ 200.00	\$ 1,075.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 100.00
Gifts & Donations (Park)	\$ -	\$ -	\$ -	\$ 10,191.72	\$ 12,548.91	\$ 4,232.10	\$ 7,455.00	\$ -
Interest	\$ 15,710.94	\$ 1,789.40	\$ 998.54	\$ 3,756.11	\$ 9,381.60	\$ 7,808.71	\$ 6,813.56	\$ 3,500.00
Investment Gains/Losses	\$ -	\$ -	\$ -	\$ (1,174.69)	\$ (647.07)	\$ (6,285.05)	\$ 196.95	\$ 600.00
Rentals & Leases	\$ 1,077.61	\$ 433.59	\$ 738.00	\$ 2,077.31	\$ 2,346.19	\$ 3,982.63	\$ 4,539.78	\$ 4,500.00
Fines	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fees	\$ 812.75	\$ 343.25	\$ 90.95	\$ 100.00	\$ -	\$ -	\$ -	\$ -
Adjustments & Refunds	\$ -	\$ 9,906.19	\$ -	\$ 2,905.85	\$ 14,515.97	\$ 766.19	\$ 2,636.07	\$ 2,500.00
Notes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ 44,085.48	\$ 48,816.10	\$ 91,528.14	\$ 57,576.21	\$ 68,094.42	\$ 85,392.57	\$ 75,626.86	\$ 75,000.00
Utility Reimbursement	\$ 7,605.08	\$ 2,861.11	\$ 2,898.26	\$ 1,359.85	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rollback & Homestead	\$ 25,171.74	\$ 25,812.92	\$ 26,724.03	\$ 27,001.35	\$ 27,606.11	\$ 28,001.74	\$ 31,250.16	\$ 30,000.00
Advances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tax Assessments	\$ -	\$ 315.28	\$ 2,540.30	\$ -	\$ 18,880.56	\$ 19,722.84	\$ 3,862.65	\$ 10,000.00
<b>FUND 05 - CEMETERY</b>	<b>\$ 71,026.46</b>	<b>\$ 68,024.64</b>	<b>\$ 67,956.18</b>	<b>\$ 55,567.23</b>	<b>\$ 115,376.60</b>	<b>\$ 96,837.95</b>	<b>\$ 87,968.59</b>	<b>\$ 84,000.00</b>
Sale of Lots	\$ 7,850.00	\$ 2,400.00	\$ 10,800.00	\$ 5,400.00	\$ 23,775.00	\$ 12,000.00	\$ 23,400.00	\$ 12,000.00
Fees	\$ 22,650.00	\$ 20,255.24	\$ 26,323.50	\$ 21,875.00	\$ 33,715.00	\$ 31,910.20	\$ 31,394.00	\$ 30,000.00
Other	\$ 10,526.46	\$ 11,017.62	\$ 262.56	\$ 1,292.23	\$ 581.22	\$ 2,927.75	\$ 1,560.59	\$ 1,000.00
Memorial Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,614.00	\$ -
Transfers	\$ 30,000.00	\$ 34,351.78	\$ 30,570.12	\$ 27,000.00	\$ 57,305.38	\$ 50,000.00	\$ 30,000.00	\$ 41,000.00
Advances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>FUND 13 - ZONING</b>	<b>\$ 7,348.51</b>	<b>\$ 6,114.51</b>	<b>\$ 4,050.44</b>	<b>\$ 21,052.18</b>	<b>\$ 48,207.57</b>	<b>\$ 35,990.71</b>	<b>\$ 34,853.34</b>	<b>\$ 34,000.00</b>
Fees	\$ 7,290.51	\$ 6,114.51	\$ 4,049.56	\$ 5,302.18	\$ 4,457.57	\$ 7,323.21	\$ 34,853.34	\$ 7,000.00
Other	\$ 58.00	\$ -	\$ 0.88	\$ 250.00	\$ -	\$ 3,667.50	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ 15,500.00	\$ 43,750.00	\$ 25,000.00	\$ -	\$ 27,000.00
<b>FUND 30 - CAPITAL EXPENDITURES</b>	<b>\$ 22,284.37</b>	<b>\$ 94,972.47</b>	<b>\$ -</b>	<b>\$ 100,521.21</b>	<b>\$ 49,256.81</b>	<b>\$ -</b>	<b>\$ 153,934.61</b>	<b>\$ 160,318.70</b>
Road Projects - OPWC	\$ -	\$ 72,534.47	\$ -	\$ 81,622.77	\$ 33,940.74	\$ -	\$ 80,094.09	\$ 89,517.79
Road Projects - Township	\$ 22,284.37	\$ 22,438.00	\$ -	\$ 18,898.44	\$ 15,316.07	\$ -	\$ 73,840.52	\$ 70,800.91

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #311-15 (Additional General Fund Tax Levy 1.8 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Special Session on the 10th day November, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy an additional tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, for the current expenses of said township, at a rate not exceeding \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 15th of March, 2016; and



**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Parke seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

Adopted the 10th day of November, 2015.

A handwritten signature in black ink, appearing to read 'Rita K. Drew', is written over a horizontal line. The signature is stylized and cursive.

Fiscal Officer Rita K. Drew

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #312-15 (Renewal Police Equipment Fund Tax Levy 0.6 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Special Session on the 10th day November, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Parke moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, for providing and maintaining motor vehicles, communications, and other equipment used directly in the operation of a police department, or the payment of salaries of permanent police personnel, including the payment of police officer employer' contribution required under §742.33 or the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, or the provision of ambulance or emergency medical services operated by a police department, at a rate not exceeding \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 15th of March, 2016; and

**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Hovis seconded the motion and the roll being called upon its adoption the vote resulted as follows:

- Trustee Hovis - Yes
- Trustee Parke - Yes
- Trustee Webb - Yes

Adopted the 10th day of November, 2015.



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Fiscal Officer Rita K. Drew

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #313-15 (Renewal Fire Fund Tax Levy 0.8 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Special Session on the 10th day November, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis

Trustee Frank Parke

Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide an adequate amount for the necessary requirements of said Bazetta Township, Trumbull County, Ohio; and

**WHEREAS**, a resolution declaring the necessity of levying a tax under ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191, outside the ten mill limitation must be passed and certified to the County Auditor in order to permit the Board to consider the levy of such a tax and must request that the County Auditor certify to the Board of Trustees the total current tax valuation of Bazetta Township and the dollar amount of revenue that would be generated by the tax;

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191, providing and maintaining fire apparatus, appliances, buildings, or sites therefore, or sources of water supply and materials therefore, or the establishment of and maintenance of lines of fire alarm telegraph, or the payment permanent, part-time or volunteer firefighter personnel or firefighting companies to operate the same, including payment of firefighter employer's contributions required under §742.34 of the Ohio Revised Code or to purchase ambulance equipment, or to provide ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, at a rate not exceeding \$0.08 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016, collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the Fiscal Officer certify a copy of this Resolution to the County Auditor for certification of the total tax valuation of Bazetta Township and the dollar amount of revenue to be generated by the tax; and

**BE IT FURTHER RESOLVED** upon certification of the County Auditor that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 15th of March, 2016; and

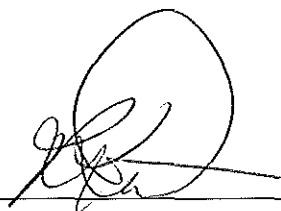
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Parke seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 10th day of November, 2015.



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Fiscal Officer Rita K. Drew

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: November 16, 2015 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  
Jeannie Eddy- Zoning Secretary

- Trustee Hovis reminded the assemblage of the Public Comment procedures

**315-15** To accept the minutes from the November 2 Regular and November 10 Special Meetings.

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

**316-15** 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):**

- Proposal from Baker Bednar Snyder & Associates for Architectural and Civil Engineering Services

**Administration:**

- Nothing to Report

**Fire Department:**

- Nothing to Report

**Police Department:**

- See Attached Agenda

**317-15** 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.

*2000 Chevrolet Van (VIN 8095)  
1998 Chevrolet Lumina (VIN 4683)  
1998 Oldsmobile Cutlass (VIN 1870)*

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

**318-15** To approve an expenditure not to exceed \$5,385.00 for a 5-ton Luxaire rooftop unit and installation from Collins Heating and Cooling, to be paid from the Police Equipment Fund.

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

**Road Department:**

- Nothing to Report

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

- Zoning Inspector Mike Mills stated there are several projects moving forward and the Trustees know about them.

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Nothing to Report

**Parks & Recreation Board:**

- Nothing to Report

**Safety Committee:**

- Nothing to Report

**Health Insurance Committee:**

- Nothing to Report

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

- Nothing to Report

**Public Comment:**

- Ron Snell asked the clean up date on the Medzie property. Zoning Inspector Mike Mills apologized for the delay said it was his fault for working over at County and could not meet with Groves. Hopefully setting up meeting time for Tuesday Nov. 17<sup>th</sup>, 2015.
- Tracy Lewis spoke in behalf for the Lakeview Athletic Boosters. Asked Trustees to join in the project of purchasing and installing (3) sets of (4) signs that will display in Cortland and Bazetta. The signs will say Lakeview State Champions for various sports. Booster will purchase signs but would like Road Department to pay for posts and labor which is what Cortland City is doing. Trustees explained that where they wanted to place the signs are not Township responsibility but ODOT. Kris Parke also asked her for dimensions of the signs. Tracey Lewis said she did not have that information but will obtain it and let him know.
- Jane Lewis inquired if any Levy Meeting dates have been established. The Trustees stated still working on that.
- Tom Lance had some concerns with the Tribune article regarding the defeated general fund levy. He asked why do you keep putting on the ballot if it keeps getting defeated. Also, had issues with where the money goes. The Trustees addressed his questions.

**319-15** To adjourn the meeting at 7:27 pm.

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

Wearnie Eddy

Dated: 11-24-15

Attested by:

Ted Webb

Dated: 12/7/15

Approved by: Chairman Trustee Ted Webb



## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: November 2, 2015 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

**296-15** To accept the minutes from the October 19 Special, October 19 Regular, and October 29 Special Meetings.

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

**297-15** 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

**298-15** To authorize the Fiscal Officer to make the following transfers.

*\$1,000.00 from 01-A-27 (General: Transfers) to 01-B-04 (General: Utilities)*  
*\$350.00 from 01-F-01A (General: Park Salaries) to 01-F-08 (General: Park Other Expenses)*  
*\$1,000 from 10-A-01D (Fire: Salaries Overtime) to 10-A-14 (Fire: Insurance)*  
*\$465.00 from 15-A-04 (Bond Note Retirement: Interest) to 15-A-01 (Bond Note Retirement: Principle)*

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

**299-15** To authorize the Fiscal Officer to make the Supplemental Appropriation for Emergency Repairs.  
*\$17,330.13 for 10-A-10 (Fire: Repairs)*

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

### Correspondence (Copies available upon request):

- Notice of Public Hearing from Standard Insurance Company
- Letter regarding RUMA Coordinator Position from Trumbull County Engineer
- Letter from Trumbull County Commissioners concerning creation of a Steering Committee for centralized nuisances abatement
- Letter of resignation from Patrolman Larry Patovsky

**Administration:**

- Nothing to Report

**Fire Department:**

- See Attached Agenda & Report

**300-15** To approve the attached 2016 Bazetta Fire Department AHA and CE Price List 2016.

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

**301-15** To accept the adjuster estimate of \$17,330.13, less our \$1,000.00 deductible, from Public Entity Risk Service of Ohio for repairs to 2667 McCleary Jacoby Road.

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

**302-15** To accept a Disaster Recovery Service quote for \$15,258.55 for repairs to 2667 McCleary Jacoby Road and approve said expenditure, to be paid from the Fire Fund.

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

- Chief Lewis reported that repairs have already begun and are expected to be done by Wednesday

**303-15** To approve an emergency Then & Now expenditure of \$2,071.58 to National Fire Repair for boarding up and securing the building at 2667 McCleary Jacoby Road, to be paid from the Fire Fund.

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

**304-15** To authorize Lynn, Kittinger, and Noble to proceed with preparing bid specifications for the Water & Sewer Improvements at 2996 Warren Meadville Road.

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

**305-15** To approve the attached *Resolution to Dispose of Township Property by Internet Auction.*

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

**306-15** To accept a \$2,500.00 Wal-Mart Grant, partially for the Shop-With-A-Cop-&-Firefighter Program and the remainder to be used at Chief Lewis' discretion.

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

**Police Department:**

- See Attached Report

**307-15** To accept a \$2,500.00 Wal-Mart Grant, partially for the Shop-With-A-Cop-&-Firefighter Program and the remainder to be used at Chief Hovis' discretion.

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

**308-15** To accept the resignation of Patrolman Larry Patovsky, effective immediately.

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

- Chief Lewis said Saturday's campaign for Cortland Area Cares was very successful
  - Nearly a box truck full of food
  - More than \$4,000 raised with money still coming in
- Trustee Webb thanked everyone for their participation

**Road Department:**

- Superintendent Parke reported the following
  - Cemetery foundations are complete
  - Park has been locked up
  - Went over the Park punch list with Trustee Hovis
  - Waiting to hear back from the contractor on partial depth repairs to McCleary Jacoby Road

**309-15** To enact an Emergency Snow Route and Parking Ban for the 2015-2016 snow season, effective immediately.

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

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

- Inspector Mills reported the following
  - Suggested that Chief Lewis check on a company that is moving a hydrogen tank
  - Condo Association in Timber Creek asked if they could use an empty parking lot in the area
    - Informed them that is private property and the township has nothing to do with it
    - Wanted to be sure the township was aware of what they are doing
  - Private pipe project is happening in Timber Creek area
    - Superintendent Parke said they do have all the proper permits for this
  - Major clean-up on a nuisance property begins tomorrow
    - Has asked Chief Hovis to have an officer present
  - Has asked Chief Lewis to do a few inspections for him

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb said the following
  - Next Zoning Commission Meeting will be January 6, 2016
  - Zoning Board of Appeals has not scheduled their next meeting

**Parks & Recreation Board:**

- Nothing to Report

**Safety Committee:**

- Trustee Webb said the next meeting will be November 6 at the Police Department

**Health Insurance Committee:**

- Chief Hovis said there will be a meeting this week to discuss rate increases

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

- None

**Public Comment:**

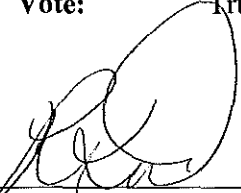
- Robert Lewis of Durst Clagg Road complimented Chief Lewis, Chief Hovis, Fiscal Officer Drew, Trustee Webb, Trustee Parke for their efforts with the food drive on Saturday

**310-15** To adjourn the meeting at 7:15pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

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

Dated: 11-11-15

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

Dated: 11-16-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
26137	225.00	VW26137	Agostino's Diesel Repair	Repairs
26138	40.00	VW26138	American Planning Association	Membership
26139	1459.51	VW26139	BE Solutions	Claims Run
26140	50.00	VW26140	Bazetta Fire & EMS Training Center	Course
26141	1250.06	VW26141	Business Card	Supplies
26142	111.03	VW26142	City of Warren, Utility Services	Service
26143	202.00	VW26143	Cerni Motors Sales, Inc.	Parts/Supplies
26144	1535.21	VW26144	Delta Dental	Insurance
26145	62.20	VW26145	Finger Lakes System Chemistry	Supplies
26146	522.98	VW26146	Finley Fire Equipment	Supplies
26147	294.00	VW26147	JD Farner Plumbing Co. Inc.	Supplies/Service
26148	329645.00	VW26148	KME Fire Apparatus	Mount Ladder
26149	100.00	VW26149	Michelle Wilburn	Deposit Return
26150	2920.70	VW26150	Ohio Insurance Services Agency	Insurance
26151	280.00	VW26151	Ohio Peace Officer Training Academy	Training
26152	1210.29	VW26152	Ohio Edison	Service
26153	105.00	VW26153	Ohio Department of Agriculture	Pesticide Commercial Applica
26154	469.71	VW26154	Ricoh USA, Inc.	Contract
26155	300.00	VW26155	Schultz Towing, Inc.	Tows
26156	120.38	VW26156	Sunburst Environmental Service, Inc.	Service
26157	324.80	VW26157	Standard Insurance Company RD	Insurance
26158	343.42	VW26158	Time Warner Cable-Northeast	Service
26159	17647.41	VW26159	Trumbull County Engineer	Road Salt/Cold Batch/Beet/He
26160	496.16	VW26160	Vision Service Plan-(OH)	Insurance
26161	20.00	VW26161	Youngstown/Warren Regional Chamber	Membership Registration
26162	30.00	VW26162	Aaron S. Hanson	Training Reimbursement
26163	3678.49	VW26163	CDW Government	GPS Systems for Regional FEM
26164	84.37	VW26164	Dominion East Ohio	Service
26165	439.99	VW26165	Graybar Financial Services, LLC	Service
26166	167.47	VW26166	Hanley Print & Promotions	Supplies
26167	56.96	VW26167	Lowes Business Acct/Syncb	Supplies
26168	30.00	VW26168	Michael F. Wright	Training Reimbursement
26169	1050.00	VW26169	Ohio Billing, Inc.	EMS Trip Submissions
26170	165.61	VW26170	Trumbull County Water and Sewer	Service
26171	89.55	VW26171	Warren Fire Equipment, Inc.	Supplies
26172	150.00	VW26172	Treasure, State Of Ohio	VFFDF Assessment

=====  
366137.60

Total Amount of Pending Warrants

# BAZETTA TWP. FIRE/EMS

*Chief Dennis Lewis*

Chief's Office

## INTEROFFICE MEMORANDUM

Date: 10/29/2015  
To: Trustee Meeting  
From: Chief Dennis Lewis  
Re: November 2, 2015 Trustee's  
Cc: File

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Trustee Hovis – Trustee Parke – Trustee Webb

1. Requesting the Trustees to approve the 2016 Bazetta Training Center price list. Price list attached for records.
2. Requesting a motion to accept the adjuster estimate of \$17,330.13 from Public Entity Risk Service of Ohio for repairs to 2667 McCleary Jacoby Road (claim #OTR017748A1) less \$1000.00 for our deductible. Paperwork attached for records.
3. Requesting a motion to accept Disaster Recovery Service quote (estimate #2015-09-23-1239) for the amount of \$15,258.55 for the repairs of 2667 McCleary Jacoby Fire Station. Three Quotes attached for your review and records.
4. Requesting a motion for a then and now on an emergency expenditure from National Fire Repair for \$2,071.58, for the boarding up and securing the building at 2667 McCleary Jacoby Road. Invoice attached for your review.
5. Requesting a motion to authorize Lynn, Kittinger and Noble to proceed with preparing bid specifications for the Water and Sewer improvements at 2996 Warren Meadville Road (new fire station location).
6. Requesting a motion to auction the 1990 Pierce Ladder Truck serial #5115 on EBay with a reserve of \$40,000.00.

Professionally,  
Dennis Lewis  
Fire Chief

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
113 Cooking fire, confined to container	3	3.26%	\$0	0.00%
	<u>3</u>	<u>3.26%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	59	64.13%	\$0	0.00%
322 Motor vehicle accident with injuries	3	3.26%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	4	4.34%	\$0	0.00%
	<u>66</u>	<u>71.73%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	1.08%	\$0	0.00%
444 Power line down	2	2.17%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	2.17%	\$0	0.00%
	<u>5</u>	<u>5.43%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
552 Police matter	1	1.08%	\$0	0.00%
554 Assist invalid	1	1.08%	\$0	0.00%
555 Defective elevator, no occupants	2	2.17%	\$0	0.00%
561 Unauthorized burning	1	1.08%	\$0	0.00%
	<u>5</u>	<u>5.43%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	2.17%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	3	3.26%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	2.17%	\$0	0.00%
	<u>7</u>	<u>7.60%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
721 Bomb scare - no bomb	1	1.08%	\$0	0.00%
735 Alarm system sounded due to malfunction	3	3.26%	\$0	0.00%
744 Detector activation, no fire -	1	1.08%	\$0	0.00%
745 Alarm system activation, no fire -	1	1.08%	\$0	0.00%
	<u>6</u>	<u>6.52%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 92

Total Est Loss: \$0



BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}  
and District = "11 "

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	18	62.06%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	3.44%	\$0	0.00%
	<u>19</u>	<u>65.51%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	3.44%	\$0	0.00%
444 Power line down	1	3.44%	\$0	0.00%
445 Arcing, shorted electrical equipment	2	6.89%	\$0	0.00%
	<u>4</u>	<u>13.79%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
552 Police matter	1	3.44%	\$0	0.00%
554 Assist invalid	1	3.44%	\$0	0.00%
	<u>2</u>	<u>6.89%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	3.44%	\$0	0.00%
	<u>1</u>	<u>3.44%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
721 Bomb scare - no bomb	1	3.44%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	3.44%	\$0	0.00%
744 Detector activation, no fire -	1	3.44%	\$0	0.00%
	<u>3</u>	<u>10.34%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>29</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}  
 and District = "11 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

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	10	66.66%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	1	6.66%	\$0	0.00%
	<u>11</u>	<u>73.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
424 Carbon monoxide incident	1	6.66%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	6.66%	\$0	0.00%
	<u>2</u>	<u>13.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	6.66%	\$0	0.00%
	<u>1</u>	<u>6.66%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
721 Bomb scare - no bomb	1	6.66%	\$0	0.00%
	<u>1</u>	<u>6.66%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>15</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}  
 and District = "11 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	8	57.14%	\$0	0.00%
	<u>8</u>	<u>57.14%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	1	7.14%	\$0	0.00%
445 Arcing, shorted electrical equipment	1	7.14%	\$0	0.00%
	<u>2</u>	<u>14.28%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
552 Police matter	1	7.14%	\$0	0.00%
554 Assist invalid	1	7.14%	\$0	0.00%
	<u>2</u>	<u>14.28%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	7.14%	\$0	0.00%
744 Detector activation, no fire -	1	7.14%	\$0	0.00%
	<u>2</u>	<u>14.28%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>14</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}  
and District = "13 "

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
113 Cooking fire, confined to container	3	4.91%	\$0	0.00%
	<u>3</u>	<u>4.91%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	41	67.21%	\$0	0.00%
322 Motor vehicle accident with injuries	3	4.91%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	4.91%	\$0	0.00%
	<u>47</u>	<u>77.04%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	1	1.63%	\$0	0.00%
	<u>1</u>	<u>1.63%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
555 Defective elevator, no occupants	2	3.27%	\$0	0.00%
561 Unauthorized burning	1	1.63%	\$0	0.00%
	<u>3</u>	<u>4.91%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	1.63%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	1.63%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	3.27%	\$0	0.00%
	<u>4</u>	<u>6.55%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	2	3.27%	\$0	0.00%
745 Alarm system activation, no fire -	1	1.63%	\$0	0.00%
	<u>3</u>	<u>4.91%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>61</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}  
 and District = "13 " and Alarm Time Between  
 "12:00:00" And "20:00:00"

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
113 Cooking fire, confined to container	3	10.00%	\$0	0.00%
	<u>3</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	18	60.00%	\$0	0.00%
322 Motor vehicle accident with injuries	1	3.33%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	3	10.00%	\$0	0.00%
	<u>22</u>	<u>73.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
555 Defective elevator, no occupants	1	3.33%	\$0	0.00%
	<u>1</u>	<u>3.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	1	3.33%	\$0	0.00%
622 No Incident found on arrival at dispatch	2	6.66%	\$0	0.00%
	<u>3</u>	<u>10.00%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	3.33%	\$0	0.00%
	<u>1</u>	<u>3.33%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>30</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {10/01/2015} And {10/31/2015}  
 and District = "13 " and Alarm Time Not  
 Between "12:00:00" And "20:00:00"

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	23	74.19%	\$0	0.00%
322 Motor vehicle accident with injuries	2	6.45%	\$0	0.00%
	<u>25</u>	<u>80.64%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
444 Power line down	1	3.22%	\$0	0.00%
	<u>1</u>	<u>3.22%</u>	<u>\$0</u>	<u>0.00%</u>
<b>5 Service Call</b>				
555 Defective elevator, no occupants	1	3.22%	\$0	0.00%
561 Unauthorized burning	1	3.22%	\$0	0.00%
	<u>2</u>	<u>6.45%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611F Dispatched & cancelled en route (Fire /	1	3.22%	\$0	0.00%
	<u>1</u>	<u>3.22%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	3.22%	\$0	0.00%
745 Alarm system activation, no fire -	1	3.22%	\$0	0.00%
	<u>2</u>	<u>6.45%</u>	<u>\$0</u>	<u>0.00%</u>
<b>Total Incident Count:</b>	<b>31</b>		<b>Total Est Loss:</b>	<b>\$0</b>

BAZETTA

Aid Responses by Department

Alarm Date Between {10/01/2015} And {10/31/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
<b>STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200</b>							
15-0000895	10/06/2015	2 Automatic aid received	#Personnel	2	2	0	0
Their Inci	1501247	Response Time: 00:04:35	#Appartus	1	1	0	0
15-0000919	10/13/2015	2 Automatic aid received	#Personnel	4	0	0	0
Their Inci	1278	Response Time: 00:09:35	#Appartus	1	0	0	0
15-0000948	10/22/2015	1 Mutual aid received	#Personnel	0	0	0	0
Their Inci	15-1393	Response Time: 00:05:39	#Appartus	0	0	0	0
<b>Subtotal Responses: 3</b>				<b>Average Response Time for Dept: 00:06:36</b>			
<b>STA. 17 BRISTOL FDID 78105</b>							
15-0000930	10/17/2015	4 Automatic aid given	#Personnel	3	0	0	0
Their Inci	15-496	Response Time: 00:00:00	#Appartus	1	0	0	0
<b>Subtotal Responses: 1</b>				<b>Average Response Time for Dept: 00:00:00</b>			
<b>STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109</b>							
15-0000895	10/06/2015	2 Automatic aid received	#Personnel	4	0	0	0
Their Inci	2015-21-01	Response Time: 00:04:35	#Appartus	1	0	0	0
15-0000968	10/30/2015	4 Automatic aid given	#Personnel	4	0	0	0
Their Inci	21-0968	Response Time: 00:04:37	#Appartus	1	0	0	0
<b>Subtotal Responses: 2</b>				<b>Average Response Time for Dept: 00:04:36</b>			
<b>STA. 30 HOWLAND FDID 78121</b>							
15-0000931	10/17/2015	4 Automatic aid given	#Personnel	0	0	0	3
Their Inci	15-2700	Response Time: 00:11:00	#Appartus	0	0	0	1
<b>Subtotal Responses: 1</b>				<b>Average Response Time for Dept: 00:11:00</b>			
<b>STA. 32 HOWLAND FDID 78121</b>							
15-0000895	10/06/2015	2 Automatic aid received	#Personnel	4	0	0	1
Their Inci	1502614	Response Time: 00:04:35	#Appartus	1	0	0	1
15-0000903	10/08/2015	2 Automatic aid received	#Personnel	0	0	0	0
Their Inci	15-2000	Response Time: 00:00:28	#Appartus	0	0	0	0

Response time calculated from time notified to arrival.

BAZETTA

Aid Responses by Department

Alarm Date Between {10/01/2015} And {10/31/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 32 HOWLAND FDID 78121							
15-0000905	10/08/2015	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 15-230905		Response Time: 00:08:26	#Appartus	0	1	0	0
Subtotal Responses: 3				Average Response Time for Dept: 00:04:30			

Response time calculated from time notified to arrival.



## Bazetta Fire Department AHA and CE Price List 2016

Course Name	Hours	Resident Price	Price
Heartsaver CPR	4	15.00	\$25.00
Heartsaver CPR/First Aid	6		\$50.00
Healthcare Provider CPR NEW	8		\$60.00
Healthcare Provider CPR Recert	4		\$40.00
BLS Instructor Course	4		\$75.00
ACLS Initial Certification	16		\$100.00
ACLS Recertification	8		\$50.00
ACLS / PALS Instructor Course	4		\$100.00
PALS Provider (Initial Certification)	16		\$100.00
PALS Provider (Recertification)	8		\$50.00
PEARS (Initial Certification)	8		\$75.00
EMT Basic Refresher	32		\$100.00
Paramedic Refresher	48		\$150.00
EMS Continuing Education	2		\$10.00

Deadline for registration is 2 weeks prior to the date of the course, payment is due at the time of registration.

A minimum of six students is required to hold a course.

Resident pricing is for individuals only

**Bazetta Fire and EMS Training Center**

Scott W. Gubanyar, Director

773 Everett Hull Road

Cortland, Ohio 44410

330-637-4136 Phone

330-638-4193 Fax

[www.bazettatwp.org](http://www.bazettatwp.org)

[Training@Bazettatwp.org](mailto:Training@Bazettatwp.org)

2

**Public Entity Risk Services of Ohio**

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6500 Taylor Road  
Blacklick, OH 43004

Insured: Bazetta Township - Fire Station  
Property: 2667 McCleary Jacoby Road  
Cortland, OH 44410

Estimator: Mark Adamic  
Company: Arrow Claim Services

Claim Number: OTR017748A1

Policy Number:

Type of Loss: Vehicle

Date of Loss: 9/18/2015  
Date Inspected:

Date Received:  
Date Entered: 9/24/2015 1:13 PM

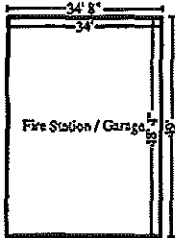
Price List: OHYO8X\_SEP15  
Restoration/Service/Remodel  
Estimate: OTR017748A1

**Public Entity Risk Services of Ohio**

6500 Taylor Road  
Blacklick, OH 43004

**OTR017748A1**

**Main Level**



**Fire Station / Garage**

**Height: 8'**

1317.33 SF Walls	1643.33 SF Ceiling
2960.67 SF Walls & Ceiling	1643.33 SF Floor
182.59 SY Flooring	164.67 LF Floor Perimeter
164.67 LF Ceil. Perimeter	

QUANTITY	UNIT	TAX	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
Temporary Repairs (Bid Item)								
1.00	EA	2,071.58	0.00	2,071.58	0/NA	Avg.	0%	(0.00) 2,071.58
(Reflects allowance to shore up and board damaged front elevation as invoiced by National Fire & Water.)								
Masonry - Front Elevation Wall*								
1.00	EA	15,258.55	0.00	15,258.55	0/NA	Avg.	0%	(0.00) 15,258.55
(Reflects allowance for damaged front elevation restoration work as estimated by Disaster Recovery Services. Proposal is all encompassing to include labor and materials for repair or replacement of masonry, 2-overhead doors, drywall work, foundation work, electrical, lighting, finish, demo work, debris removal and site clean up work.)								
<b>Totals: Fire Station / Garage</b>		<b>0.00</b>	<b>17,330.13</b>				<b>0.00</b>	<b>17,330.13</b>
<b>Total: Main Level</b>		<b>0.00</b>	<b>17,330.13</b>				<b>0.00</b>	<b>17,330.13</b>
<b>Line Item Totals: OTR017748A1</b>		<b>0.00</b>	<b>17,330.13</b>				<b>0.00</b>	<b>17,330.13</b>

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

**Grand Total Areas:**

1,317.33 SF Walls	1,643.33 SF Ceiling	2,960.67 SF Walls and Ceiling
1,643.33 SF Floor	182.59 SY Flooring	164.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	164.67 LF Ceil. Perimeter
1,643.33 Floor Area	1,698.67 Total Area	1,317.33 Interior Wall Area
1,506.00 Exterior Wall Area	167.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**Public Entity Risk Services of Ohio**

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6500 Taylor Road  
Blacklick, OH 43004

**Summary for Real Property**

Line Item Total	17,330.13
Replacement Cost Value	<u>\$17,330.13</u>
Less Deductible	<u>(1,000.00)</u>
Net Claim	<u><u>\$16,330.13</u></u>

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Mark Adamic

3



## Disaster Recovery Services

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2142 Mcmyler Street  
Warren, Ohio 44485  
330-395-7878  
330-3957948 Fax  
Tax ID NO. 30-0007082

Client: BAZETTA FIRE DEPT.  
Property: 2667 McCLEARY JACOBY  
CORTLAND, OH 44410

Home: (330) 637-4136

Operator: JOHNCHUR

Estimator: JOHN CHURCH  
Position: General Manager  
Company: Disaster Recovery Services, Ltd.  
Business: 2142 MCMYLER  
WARREN, OH 44485

Business: (330) 395-7878  
E-mail: johnchurch66@gmail.com

Type of Estimate: Other  
Date Entered: 9/23/2015  
Date Est. Completed: 9/23/2015  
Date Assigned: 9/23/2015  
Date Job Completed:

Price List: OHYO8X\_SEP15  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 2015-09-23-1239



# Disaster Recovery Services

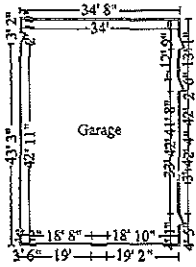
2142 Mcmyler Street  
 Warren, Ohio 44485  
 330-395-7878  
 330-3957948 Fax  
 Tax ID NO. 30-0007082

2015-09-23-1239

## Main Level

### Main Level

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
30. Permits & fees (Bid item)	1.00 EA		0.00	45.00	0.00	9.00	54.00
29. MASONRY	1.00 EA		0.00	3,820.00	0.00	764.00	4,584.00
Bid from Howland Builders for temp framing, framing and masonry work.							
31. Overhead Door	2.00 EA		0.00	2,250.00	0.00	900.00	5,400.00
Quote from D&R Garage door. Remove and replace 2 (12'2" x 12') doors and track. Re-use existing garage door openers. Haul away old doors and track.							
<b>Total: Main Level</b>					<b>0.00</b>	<b>1,673.00</b>	<b>10,038.00</b>



### Garage

Height: 13' 4"

2,173.33 SF Walls	1,640.50 SF Ceiling
3,813.83 SF Walls & Ceiling	1,640.50 SF Floor
182.28 SY Flooring	161.50 LF Floor Perimeter
164.50 LF Ceil. Perimeter	

### Missing Wall - Goes to Floor

3' X 6' 8"

Opens into Exterior

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
17. R&R 2" x 6" lumber (1 BF per LF) Under soffit	30.00 LF		0.51	2.22	0.00	16.38	98.28
18. Seal & paint trim - two coats Paint 2 x 6 trim board.	30.00 LF		0.00	0.92	0.00	5.52	33.12
19. R&R 5/8" drywall - hung, taped, floated, ready for paint Truss's will need to be lifted so drywall will need to be removed from ceiling near front exterior wall .	60.00 SF		0.37	1.62	0.00	23.88	143.28
21. Texture drywall - heavy hand texture	60.00 SF		0.00	0.69	0.00	8.28	49.68
22. Drywall Installer / Finisher - per hour Time needed to blend texture patch into existing texture.	1.00 HR		0.00	55.48	0.00	11.10	66.58
24. Electrical - Labor Minimum It appears as of now that there will be a minimum electric repair to the building.	1.00 EA		0.00	139.01	0.00	27.80	166.81
26. R&R Light fixture	1.00 EA		7.21	48.40	0.00	11.12	66.73



## Disaster Recovery Services

2142 Mcmyler Street  
 Warren, Ohio 44485  
 330-395-7878  
 330-3957948 Fax  
 Tax ID NO. 30-0007082

### CONTINUED - Garage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
23. Seal/prime then paint the ceiling (2 coats)	1,640.50 SF		0.00	0.66	0.00	216.54	1,299.27
27. Paint masonry	2,173.33 SF		0.00	0.62	0.00	269.50	1,616.96
<b>Totals: Garage</b>					0.00	590.12	3,540.71
<b>Total: Main Level</b>					0.00	2,263.12	13,578.71



### Front Elevation

390.00 SF Walls  
 390.00 SF Long Wall  
 30.00 LF Ceil. Perimeter

### Formula Elevation 30' x 13' x 0"

30.00 LF Floor Perimeter  
 390.00 SF Short Wall

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R Trim board - 1/2" x 4" - installed (pine)	72.00 LF		0.33	2.92	0.00	46.80	280.80
Paint 1"X 4" trim used as casing around overhead door openings.							
3. Seal & paint trim - two coats	72.00 LF		0.00	0.92	0.00	13.24	79.48
5. R&R Cove molding - 3/4"	72.00 LF		0.15	1.23	0.00	19.88	119.24
Used on top of 1" x 4" trim around overhead doors.							
6. Paint cove molding - two coats	72.00 LF		0.00	0.63	0.00	9.08	54.44
9. R&R Fascia - 1" x 6" - #2 pine	30.00 LF		0.28	4.80	0.00	30.48	182.88
Behind gutter.							
7. R&R Fascia - metal - 6"	30.00 LF		0.28	4.00	0.00	25.68	154.08
Behind gutter.							
10. Detach & Reset Gutter / downspout - aluminum - up to 5"	30.00 LF	3.40	0.00	0.00	0.00	-20.40	122.40
12. R&R 2" x 6" lumber (1 BF per LF)	30.00 LF		0.51	2.22	0.00	16.38	98.28
Under soffit							
16. Wrap custom fascia with aluminum (PER LF)	30.00 LF		0.00	12.08	0.00	72.48	434.88
Wrap 2 x 6 under soffit.							
15. R&R Soffit - vinyl	30.00 SF		0.26	4.00	0.00	25.56	153.36
<b>Totals: Front Elevation</b>					0.00	279.98	1,679.84



## Disaster Recovery Services

2142 Mcmyler Street  
Warren, Ohio 44485  
330-395-7878  
330-3957948 Fax  
Tax ID NO. 30-0007082

---

Line Item Totals: 2015-09-23-1239

0.00      2,543.10      15,258.55

### Grand Total Areas:

2,563.33 SF Walls	1,640.50 SF Ceiling	4,203.83 SF Walls and Ceiling
1,640.50 SF Floor	182.28 SY Flooring	191.50 LF Floor Perimeter
390.00 SF Long Wall	390.00 SF Short Wall	194.50 LF Ceil. Perimeter
1,640.50 Floor Area	1,695.78 Total Area	2,173.33 Interior Wall Area
2,376.06 Exterior Wall Area	167.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	





## Disaster Recovery Services

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2142 Mcmyler Street  
Warren, Ohio 44485  
330-395-7878  
330-3957948 Fax  
Tax ID NO. 30-0007082

### Summary

Line Item Total	12,715.45
Overhead	1,271.55
Profit	1,271.55
	<hr/>
<b>Replacement Cost Value</b>	<b>\$15,258.55</b>
<b>Net Claim</b>	<b>\$15,258.55</b>
	<hr/> <hr/>

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JOHN CHURCH  
General Manager



## Disaster Recovery Services

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2142 Mcmyler Street  
Warren, Ohio 44485  
330-395-7878  
330-3957948 Fax  
Tax ID NO. 30-0007082

### Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)
Line Items	1,271.55	1,271.55
Total	1,271.55	1,271.55



## Disaster Recovery Services

2142 Mcmyler Street  
Warren, Ohio 44485  
330-395-7878  
330-3957948 Fax  
Tax ID NO. 30-0007082

### Recap by Room

Estimate: 2015-09-23-1239

Area: Main Level	8,365.00	65.79%
Garage	2,950.59	23.20%
<hr/>		
Area Subtotal: Main Level	11,315.59	88.99%
Front Elevation	1,399.86	11.01%
<hr/>		
Subtotal of Areas	12,715.45	100.00%
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Total	12,715.45	100.00%

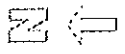
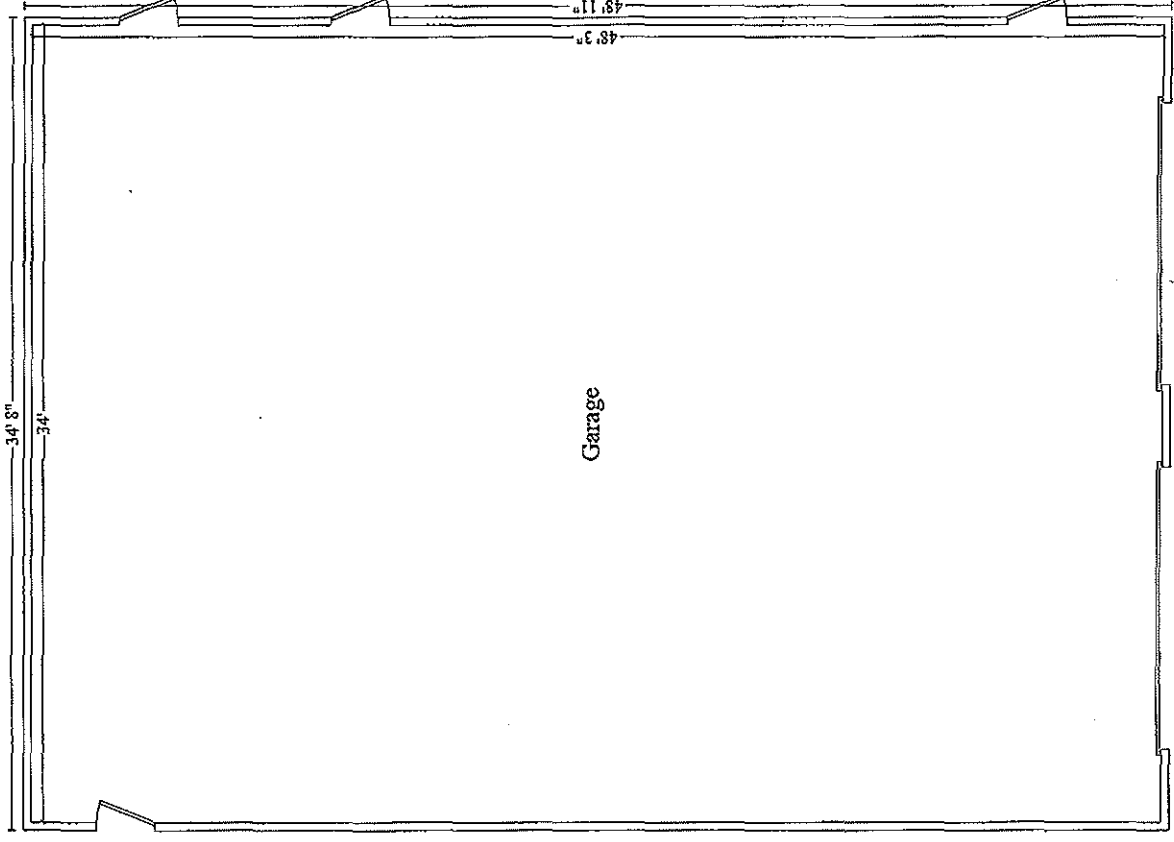


## Disaster Recovery Services

2142 Mcmyler Street  
Warren, Ohio 44485  
330-395-7878  
330-3957948 Fax  
Tax ID NO. 30-0007082

### Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	119.17	0.78%
DOORS	4,500.00	29.49%
DRYWALL	194.08	1.27%
ELECTRICAL	139.01	0.91%
PERMITS AND FEES	45.00	0.29%
FINISH CARPENTRY / TRIMWORK	298.80	1.96%
FRAMING & ROUGH CARPENTRY	133.20	0.87%
LIGHT FIXTURES	48.40	0.32%
MASONRY	3,820.00	25.04%
PAINTING	2,569.39	16.84%
SOFFIT, FASCIA, & GUTTER	848.40	5.56%
O&P Items Subtotal	12,715.45	83.33%
Overhead	1,271.55	8.33%
Profit	1,271.55	8.33%
Total	15,258.55	100.00%



# MARIANO CONSTRUCTION

607 Howland-Wilson  
Warren, Ohio 44484

Established 1973  
(330) 856-7076

10/19/2015

Fire Station - 2667 Mc Cleary Jacoby Rd. Cortland, Ohio 44410

Masonry Block Brick Face

CLMBRYCO.RPT

Garage Doors x 2 - 12' x 12'

Align Front

Lumber - Door Frame + Trim

Gutters + Down Spouts

Electrical Repair

Dry Wall Repair + Paint

Overhead / Profit

Dumpster

Total \$16,750.<sup>00</sup>

Thank You! Bob Hill - Mariano Const.  
330-984-5512



# National Fire & Water Repair

A Division of Ben Rudick & Son, Inc.

865 E. Indianola Ave., Youngstown, OH 44502

145 W. Market St., Warren, OH 44481

41 Chestnut Ave., Sharon, PA 16146

*Serving Northeast Ohio and Western Pennsylvania since 1913*

330-782-5392

330-395-3473

724-654-8840

888-495-3473

Fax 330-782-5980

BOARD OF TOWNSHIP TR OF BAZETTA TWP  
773 Everett Hull Rd  
Cortland, OH 44410

Date: 09/28/15 Job: 4344RECON

Dear Sirs,

Thank you for contacting us. If you would like us to start the work, please sign and return one copy of the enclosed Work Authorization. The other copy is for your records. Please include your deductible or deposit payment if directed in the contract terms. Please note we accept the following types of payment: Visa, MasterCard, Personal Checks, and Money Orders.

On the same day that we receive your signed contract, we will contact you regarding a tentative start date and discuss any concerns you may have that could affect the job schedule such as vacations, weddings, etc.

As a reminder, all labor is guaranteed for a period of 5 years. If we are doing smoke or fire damage restoration, our "No Smoke Odor" guarantee is for the life of the structure and it is transferable. All warranties will be in force at the completion of the job, after payment has been made in full.

If you have any questions regarding this contract, please do not hesitate to contact me. Thank you again for allowing us the opportunity to quote your work and we look forward to working for you.

Very Truly Yours,

Robert Maffitt, Estimator

Enclosure: Contract

# Work Authorization

**THIS AGREEMENT is made as of Monday, September 28, 2015 between BOARD OF TOWNSHIP TR OF BAZETTA TWP ("Owner") and National Fire & Water Repair a Division of Ben Rudick & Son, Inc., ("Contractor").**

Description of work. The Contractor shall make all repairs to and do all work at the Owner's property as described in the following documents: this Work Authorization; the Contractor's Scope # 4344RECON and any written Change Order. The Owner agrees that the scope of the Contractor's work may be subject to approval by the Owner's insurer. The Owner's property to be repaired by the Contractor is at: 2667 McCleary Jacoby, Cortland, OH 44410. The estimated completion date is {1.5} months after starting work (not the above contract date).

Contract Sum. The Owner agrees to pay the Contractor in current funds for the contractor's performance of the Work, subject to additions and/or deletions by Change Order, a Contract Sum consisting of the following:

**\$ 17,872.28** Your deductible as a deposit; balance of contract due day of completion. Contractor will accept the total amount paid by the Owner's insurer as payment in full for the work.

Notwithstanding the foregoing, however, the Owner agrees that any portion of the Work not covered by the Owner's insurance, including but not limited to, deductible amounts, betterment, depreciation, work required by local building codes, requested design consultation, additional work requested by the Owner, shall be paid directly by the Owner to the Contractor at the time the work is substantially completed.

Payments and Completion. The Work shall be deemed substantially completed when the Owner can occupy or use the Owner's property on which the Work has been done. When the Contractor notifies the Owner that the Work has been substantially completed, the Owner shall pay the Contractor the Contract Sum. The Owner, by paying the Contract Sum, waives all claims against the Contractor except those arising from: (i) faulty work appearing after substantial completion; (ii) outstanding claims of liens arising from the Contractor's Work; (iii) failure of the Contractor to comply with special guaranties required by this Agreement. The Owner agrees to use his/her best efforts to see that any mortgage with an interest in the Owner's property protects the interest of the Contractor on all drafts and checks received from his/her insurance company(s), and to diligently schedule and expedite any inspection required by any mortgagee, lender, or other entity that may be for release of funds due the Contractor for performance of this Agreement. In the event the Owner receives insurance proceeds, late charges will be computed seven (7) days from the date the Owner receives any insurance draft or check. (This means that when you receive the insurance check and we have substantially completed the Work, we expect to be paid and you agree to do so in a timely manner).

Authorization for Insurance Payments. The Owner agrees to authorize and instruct all insurance carriers providing coverage for the Work to include the name of the Contractor on all drafts and/or checks issued to the Owner. The Owner further agrees to promptly endorse over to the Contractor all insurance drafts and/or checks when the same are received by the Owner.

The Owner agrees that the Contractor has no relationship with the Owner's insurance company or adjuster. The Owner has voluntarily entered into the Agreement and authorizes the Contractor to make repairs described herein. I have read the matters printed on the attached scope of work and agree to them as parts of this agreement just as if those terms were printed above my signature. It is intended that a signature submitted by facsimile transmittal has the same force and effect as a signature on the original document.

Prior to the performance of any labor or work or the furnishing of any materials for an improvement on real property which may give rise to a mechanic's lien, the owner, part owner or lessee who contracts for the labor, work or materials serve the Contractor with a Notice of Commencement. The Owner will provide the Contractor with a monthly list of Notices of Furnishing received by the owner.

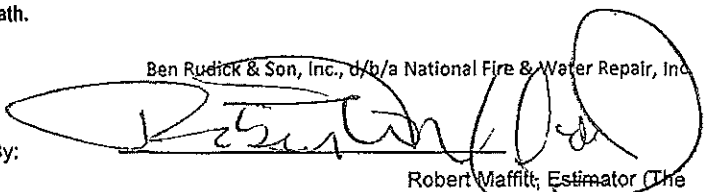
**WAIVER FOR HAZARDOUS MATERIALS:** The contractor shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to asbestos, asbestos products, polychlorinated biphenyls, or other toxic substances, or to mold, mildew, or fungus. Owner shall indemnify and hold Contractor harmless from and against all claims, damages, losses, and expenses arising from the presence at the project site of hazardous materials, including, but not limited to asbestos, asbestos products, polychlorinated biphenyls, or other toxic substances, or to mold, mildew, fungus or bacteria, including claims attributable to bodily injury, sickness, disease, or death.

\_\_\_\_\_  
BOARD OF TOWNSHIP TR OF BAZETTA TWP (The Owner)  
Contractor)

\_\_\_\_\_  
(The Owner)

Ben Rudick & Son, Inc., d/b/a National Fire & Water Repair, Inc.

By:

  
Robert Maffitt, Estimator (The





## National Fire & Water Repair

---

865 E. Indianola Ave -Youngstown, Oh 44502 330-782-5392  
145 W. Market St. - Warren, Oh 44481 330-395-3473  
41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

Client: Bazetta Twp.  
Property: 2667 McCleary Jacoby  
Cortland, OH 44410

Operator: BOBMAF

Estimator: Bob Maffitt

Business: (330) 550-7847

E-mail: bobmaf@nfrepair.com

Type of Estimate: Vehicle

Date Entered: 9/21/2015

Date Assigned:

Price List: OHYO8X\_SEP15

Labor Efficiency: Restoration/Service/Remodel

Estimate: 4344RECON

File Number: 4344BU\_TP



# National Fire & Water Repair

865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
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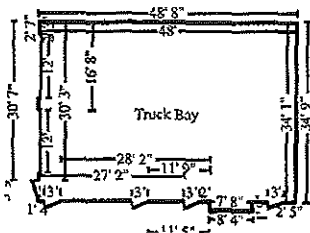
Tax ID - 34-0501744 PA License #PA020117

4344RECON

## General

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>IMPORTANT:</b> This estimate is considered "OPEN". Additional damages not included in this estimate may be concealed behind the areas currently showing damage. If additional damage is discovered during the course of the job, work may be stopped in order to allow us to adjust the scope to reflect the additional work and for your adjuster to inspect it.							
<b>PAINT COLORS:</b> Painting prices are based upon returning the walls, ceilings, and trim work to their original color and finish. If you wish to change the paint colors or the type of paint, additional priming or finish coats may be needed to ensure an acceptable finished product. If additional coats are required, you will have to pay for them. Your insurance will only pay to restore the colors and finishes as they were. Our expediter can aid you in choosing colors that will remain within the amount allowed by your insurance company.							
<b>DUMPING AND HAULING</b>							
12. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		250.00	0.00	0.00	50.00	300.00
67. Labor to set up and take down scaffold - per section	3.00 EA		0.00	20.23	0.00	12.14	72.83
109. HVAC Technician - per hour	2.00 HR		0.00	72.00	0.00	28.80	172.80
Inspect B vents in attic. OPEN for any repairs needed,							
111. Electrician - per hour	2.00 HR		0.00	55.60	0.00	22.24	133.44
For inspection of electrical. OPEN for any repairs needed,							
Totals: General					0.00	113.18	679.07

## Main Level



### Truck Bay

Height: 13' 5"

2,249.53 SF Walls	1,649.42 SF Ceiling
3,898.94 SF Walls & Ceiling	1,649.42 SF Floor
183.27 SY Flooring	167.67 LF Floor Perimeter
167.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
71. Clean with pressure/chemical spray	2,222.53 SF		0.00	0.30	0.00	133.36	800.12
To clean interior walls for painting							
73. Seal masonry - elastomeric sealer	27.00 SF		0.00	0.65	0.00	3.52	21.07
72. Paint masonry	2,249.53 SF		0.00	0.62	0.00	278.94	1,673.65
82. Additional cost for high wall or ceiling - 11' to 14'	433.14 SF		0.00	0.04	0.00	3.46	20.79
74. R&R Stud wall - 2" x 6" - 24" oc	461.83 SF		0.23	2.50	0.00	252.16	1,512.96
4344RECON							

9/28/2015

Page: 2



# National Fire & Water Repair

865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
 145 W. Market St. - Warren, Oh 44481 330-395-3473  
 41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

## CONTINUED - Truck Bay

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
For security wall when temporary shoring removed							
76. R&R Sheathing - OSB - 1/2"	144.00 SF		0.48	1.07	0.00	44.64	267.84
For security wall when temporary shoring removed							
77. Content Manipulation charge - per hour	2.00 HR		0.00	28.91	0.00	11.56	69.38
79. (Install) Electrical metallic tubing, (conduit) 3/4"	11.00 LF		0.00	2.97	0.00	6.54	39.21
83. Final cleaning - construction - Commercial	1,649.42 SF		0.00	0.14	0.00	46.18	277.10
116. Mask and prep for paint - tape only (per LF)	167.67 LF		0.00	0.40	0.45	13.52	81.04
117. Seal/prime then paint the ceiling (2 coats)	1,649.42 SF		0.00	0.66	0.00	217.72	1,306.34
<b>Totals: Truck Bay</b>					<b>0.45</b>	<b>1,011.60</b>	<b>6,069.50</b>
<b>Total: Main Level</b>					<b>0.45</b>	<b>1,011.60</b>	<b>6,069.50</b>

## Overhead doors

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
115. Doors (Bid Item)	1.00 EA		0.00	4,091.00	0.00	818.20	4,909.20
<b>Totals: Overhead doors</b>					<b>0.00</b>	<b>818.20</b>	<b>4,909.20</b>

## Masonry

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
84. R&R Block - 8" x 8" x 16" - in place - reinforced	69.33 SF		2.61	6.90	0.00	131.88	791.21
86. Block - Add for pilaster	18.22 SF		0.00	7.56	0.00	27.54	165.28
87. Add for pre-fabricated wire reinforcing, 8"	20.00 LF		0.00	0.39	0.00	1.56	9.36
88. R&R Brick veneer	69.33 SF		1.96	9.20	0.00	154.74	928.47
108. Brick - Add for column	24.00 SF		0.00	1.79	0.00	8.60	51.56
89. Remove Brick lintel - steel	26.00 LF		1.78	0.00	0.00	9.26	55.54
90. (Install) Brick lintel - steel	26.00 LF		0.00	3.62	0.00	18.82	112.94
91. R&R Stud wall - 2" x 6" - 24" oc	240.00 SF		0.23	2.50	0.00	131.04	786.24



# National Fire & Water Repair

865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
 145 W. Market St. - Warren, Oh 44481 330-395-3473  
 41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

## CONTINUED - Masonry

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Material for shoring							
92. Mason - Brick / Stone - per hour	8.00 HR		0.00	51.51	0.00	82.42	494.50
Time to jack roof back into position							
104. Masonry - General Laborer - per hour	16.00 HR		0.00	28.91	0.00	92.52	555.08
Time to jack roof back into position (2) laborers							
105. Steel rebar - #5 (5/8")	24.00 LF		0.00	1.44	0.00	6.92	41.48
Totals: Masonry					0.00	665.30	3,991.66

## Front Elevation

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
93. R&R Gutter / downspout - aluminum - up to 5"	36.00 LF		0.43	5.06	0.00	39.54	237.18
95. Soffit - metal/vinyl - Detach & reset	36.00 SF		0.00	2.28	0.00	16.42	98.50
97. R&R Fascia - metal - 6"	36.00 LF		0.28	4.00	0.00	30.82	184.90
100. R&R Siding trim - 1" x 8" PVC trim board	36.00 LF		0.36	5.57	0.00	42.70	256.18
101. R&R Quarter round - 3/4"	72.00 LF		0.15	1.18	0.00	19.16	114.92
Exterior OH door jamb trim							
112. R&R Jamb and trim for overhead door unit	72.00 LF		0.84	6.62	0.00	107.42	644.54
114. Seal & paint double garage door opening & trim	2.00 EA		0.00	80.93	0.00	32.38	194.24
113. Detach & Reset Spot light fixture - double	1.00 EA	27.37	0.00	0.00	0.00	5.48	32.85
Totals: Front Elevation					0.00	293.92	1,763.31

## Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
110. Heat, vent, & air cond. labor minimum	1.00 EA		0.00	36.01	0.00	7.20	43.21
106. Miscellaneous concrete labor minimum	1.00 EA		0.00	237.77	0.00	47.56	285.33
94. Gutter labor minimum	1.00 EA		0.00	109.16	0.00	21.84	131.00



# National Fire & Water Repair

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 41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

## CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Labor Minimums Applied					0.00	76.60	459.54
Line Item Totals: 4344RECON					0.45	2,978.80	17,872.28

### Grand Total Areas:

2,249.53 SF Walls	1,649.42 SF Ceiling	3,898.94 SF Walls and Ceiling
1,649.42 SF Floor	183.27 SY Flooring	167.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	167.67 LF Ceil. Perimeter
1,649.42 Floor Area	1,705.75 Total Area	2,249.53 Interior Wall Area
2,455.64 Exterior Wall Area	170.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## National Fire & Water Repair

865 E. Indianola Ave -Youngstown, Oh 44502 330-782-5392  
145 W. Market St. - Warren, Oh 44481 330-395-3473  
41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

### Summary

Line Item Total	14,893.03
Material Sales Tax	0.45
Subtotal	14,893.48
Overhead	1,489.40
Profit	1,489.40
Replacement Cost Value	\$17,872.28
Net Claim	\$17,872.28

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Bob Maffitt



## National Fire & Water Repair

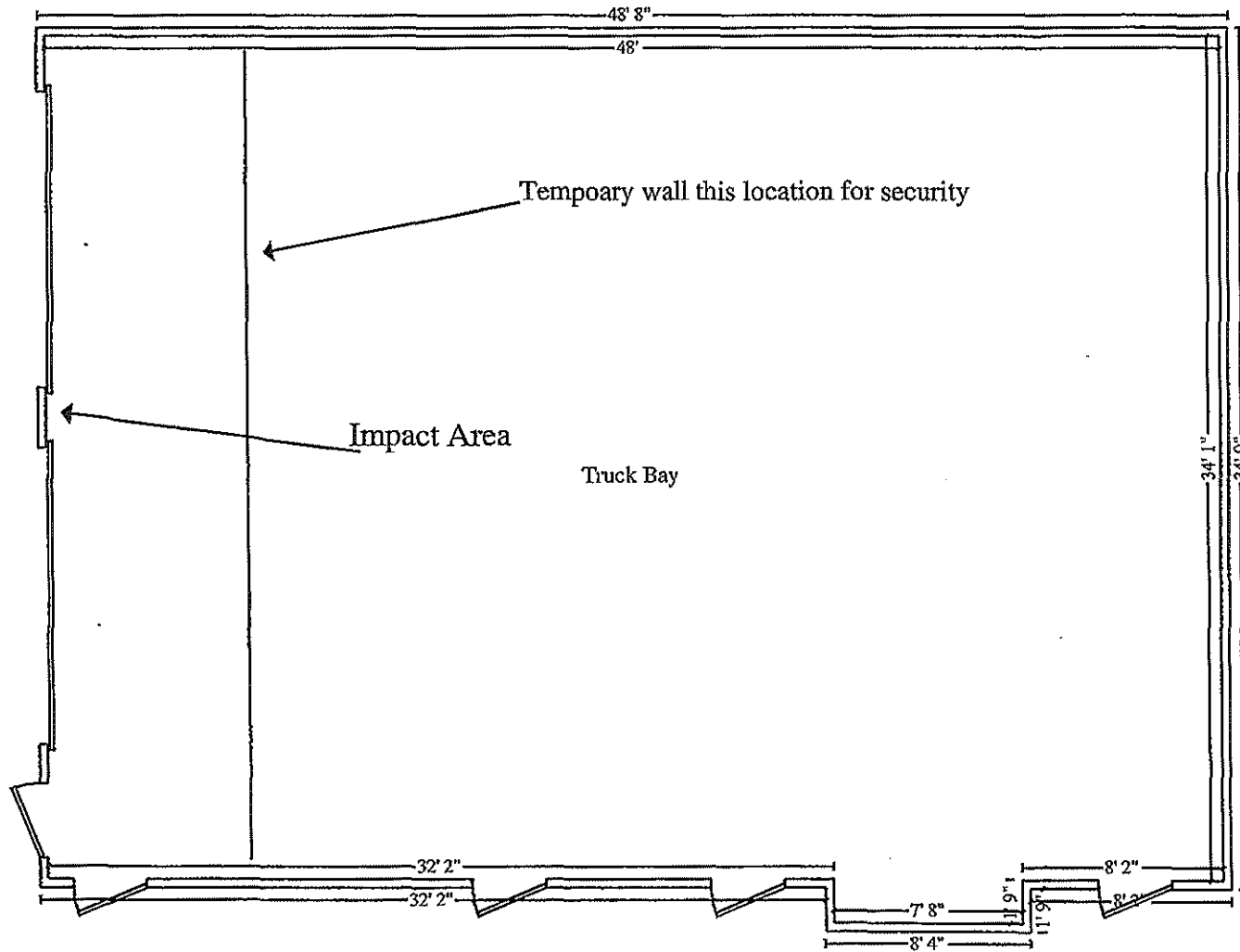
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PA License #PA020117

### Recap by Category

O&P Items	Total	%
CLEANING	897.68	5.02%
CONCRETE & ASPHALT	272.33	1.52%
CONTENT MANIPULATION	57.82	0.32%
GENERAL DEMOLITION	953.46	5.33%
DOORS	4,091.00	22.89%
ELECTRICAL	143.87	0.80%
FINISH CARPENTRY / TRIMWORK	561.60	3.14%
FRAMING & ROUGH CARPENTRY	1,908.66	10.68%
HEAT, VENT & AIR CONDITIONING	180.01	1.01%
LIGHT FIXTURES	27.37	0.15%
MASONRY	2,273.48	12.72%
PAINTING	2,747.14	15.37%
SCAFFOLDING	60.69	0.34%
SIDING	200.52	1.12%
SOFFIT, FASCIA, & GUTTER	517.40	2.89%
O&P Items Subtotal	14,893.03	83.33%
Material Sales Tax	0.45	0.00%
Overhead	1,489.40	8.33%
Profit	1,489.40	8.33%
Total	17,872.28	100.00%



Main Level



## Work Authorization

THIS AGREEMENT is made as of Monday, September 28, 2015 between BOARD OF TOWNSHIP TR OF BAZETTA TWP ("Owner") and National Fire & Water Repair a Division of Ben Rudick & Son, Inc., ("Contractor").

Description of work. The Contractor shall make all repairs to and do all work at the Owner's property as described in the following documents: this Work Authorization; the Contractor's Scope # 4344RECON and any written Change Order. The Owner agrees that the scope of the Contractor's work may be subject to approval by the Owner's insurer. The Owner's property to be repaired by the Contractor is at: 2667 McCleary Jacoby, Cortland, OH 44410. The estimated completion date is {1.5} months after starting work (not the above contract date).

Contract Sum. The Owner agrees to pay the Contractor in current funds for the contractor's performance of the Work, subject to additions and/or deletions by Change Order, a Contract Sum consisting of the following:

**\$ 17,872.28** Your deductible as a deposit; balance of contract due day of completion. Contractor will accept the total amount paid by the Owner's insurer as payment in full for the work.

Notwithstanding the foregoing, however, the Owner agrees that any portion of the Work not covered by the Owner's insurance, including but not limited to, deductible amounts, betterment, depreciation, work required by local building codes, requested design consultation, additional work requested by the Owner, shall be paid directly by the Owner to the Contractor at the time the work is substantially completed.

Payments and Completion. The Work shall be deemed substantially completed when the Owner can occupy or use the Owner's property on which the Work has been done. When the Contractor notifies the Owner that the Work has been substantially completed, the Owner shall pay the Contractor the Contract Sum. The Owner, by paying the Contract Sum, waives all claims against the Contractor except those arising from: (i) faulty work appearing after substantial completion; (ii) outstanding claims of liens arising from the Contractor's Work; (iii) failure of the Contractor to comply with special guaranties required by this Agreement. The Owner agrees to use his/her best efforts to see that any mortgage with an interest in the Owner's property protects the interest of the Contractor on all drafts and checks received from his/her insurance company(s), and to diligently schedule and expedite any inspection required by any mortgagee, lender, or other entity that may be for release of funds due the Contractor for performance of this Agreement. In the event the Owner receives insurance proceeds, late charges will be computed seven (7) days from the date the Owner receives any insurance draft or check. (This means that when you receive the insurance check and we have substantially completed the Work, we expect to be paid and you agree to do so in a timely manner).

Authorization for Insurance Payments. The Owner agrees to authorize and instruct all insurance carriers providing coverage for the Work to include the name of the Contractor on all drafts and/or checks issued to the Owner. The Owner further agrees to promptly endorse over to the Contractor all insurance drafts and/or checks when the same are received by the Owner.

The Owner agrees that the Contractor has no relationship with the Owner's insurance company or adjuster. The Owner has voluntarily entered into the Agreement and authorizes the Contractor to make repairs described herein. I have read the matters printed on the attached scope of work and agree to them as parts of this agreement just as if those terms were printed above my signature. It is intended that a signature submitted by facsimile transmittal has the same force and effect as a signature on the original document.

Prior to the performance of any labor or work or the furnishing of any materials for an improvement on real property which may give rise to a mechanic's lien, the owner, part owner or lessee who contracts for the labor, work or materials serve the Contractor with a Notice of Commencement. The Owner will provide the Contractor with a monthly list of Notices of Furnishing received by the owner.

**WAIVER FOR HAZARDOUS MATERIALS:** The contractor shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to asbestos, asbestos products, polychlorinated biphenyls, or other toxic substances, or to mold, mildew, or fungus. Owner shall indemnify and hold Contractor harmless from and against all claims, damages, losses, and expenses arising from the presence at the project site of hazardous materials, including, but not limited to asbestos, asbestos products, polychlorinated biphenyls, or other toxic substances, or to mold, mildew, fungus or bacteria, including claims attributable to bodily injury, sickness, disease, or death.

Ben Rudick & Son, Inc., d/b/a National Fire & Water Repair, Inc.

By: 

Robert Maffitt, Estimator (The

\_\_\_\_\_  
BOARD OF TOWNSHIP TR OF BAZETTA TWP (The Owner)  
Contractor)

\_\_\_\_\_  
(The Owner)



## National Fire & Water Repair

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865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
145 W. Market St. - Warren, Oh 44481 330-395-3473  
41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744 PA License #PA020117

Client: Bazetta Twp.  
Property: 2667 McCleary Jacoby  
Cortland, OH 44410

Operator: BOBMAF

Estimator: Bob Maffitt

Business: (330) 550-7847  
E-mail: bobmaf@nfrepair.com

Type of Estimate: Vehicle

Date Entered: 9/21/2015

Date Assigned:

Price List: OHYO8X\_SEP15

Labor Efficiency: Restoration/Service/Remodel

Estimate: 4344RECON

File Number: 4344BU\_TP



# National Fire & Water Repair

865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
 145 W. Market St. - Warren, Oh 44481 330-395-3473  
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Tax ID - 34-0501744

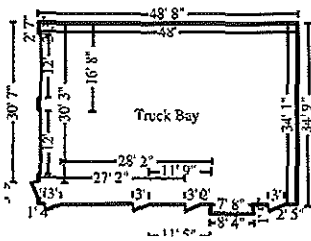
PA License #PA020117

## 4344RECON

### General

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
<b>IMPORTANT:</b> This estimate is considered "OPEN". Additional damages not included in this estimate may be concealed behind the areas currently showing damage. If additional damage is discovered during the course of the job, work may be stopped in order to allow us to adjust the scope to reflect the additional work and for your adjuster to inspect it.							
<b>PAINT COLORS:</b> Painting prices are based upon returning the walls, ceilings, and trim work to their original color and finish. If you wish to change the paint colors or the type of paint, additional priming or finish coats may be needed to ensure an acceptable finished product. If additional coats are required, you will have to pay for them. Your insurance will only pay to restore the colors and finishes as they were. Our expediter can aid you in choosing colors that will remain within the amount allowed by your insurance company.							
<b>DUMPING AND HAULING</b>							
12. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		250.00	0.00	0.00	50.00	300.00
67. Labor to set up and take down scaffold - per section	3.00 EA		0.00	20.23	0.00	12.14	72.83
109. HVAC Technician - per hour	2.00 HR		0.00	72.00	0.00	28.80	172.80
Inspect B vents in attic. OPEN for any repairs needed,							
111. Electrician - per hour	2.00 HR		0.00	55.60	0.00	22.24	133.44
For inspection of electrical. OPEN for any repairs needed,							
<b>Totals: General</b>					0.00	113.18	679.07

### Main Level



#### Truck Bay

Height: 13' 5"

2,249.53 SF Walls	1,649.42 SF Ceiling
3,898.94 SF Walls & Ceiling	1,649.42 SF Floor
183.27 SY Flooring	167.67 LF Floor Perimeter
167.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
71. Clean with pressure/chemical spray	2,222.53 SF		0.00	0.30	0.00	133.36	800.12
To clean interior walls for painting							
73. Seal masonry - elastomeric sealer	27.00 SF		0.00	0.65	0.00	3.52	21.07
72. Paint masonry	2,249.53 SF		0.00	0.62	0.00	278.94	1,673.65
82. Additional cost for high wall or ceiling - 11' to 14'	433.14 SF		0.00	0.04	0.00	3.46	20.79
74. R&R Stud wall - 2" x 6" - 24" oc	461.83 SF		0.23	2.50	0.00	252.16	1,512.96



# National Fire & Water Repair

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 145 W. Market St. - Warren, Oh 44481 330-395-3473  
 41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

## CONTINUED - Truck Bay

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
For security wall when temporary shoring removed							
76. R&R Sheathing - OSB - 1/2"	144.00 SF		0.48	1.07	0.00	44.64	267.84
For security wall when temporary shoring removed							
77. Content Manipulation charge - per hour	2.00 HR		0.00	28.91	0.00	11.56	69.38
79. (Install) Electrical metallic tubing, (conduit) 3/4"	11.00 LF		0.00	2.97	0.00	6.54	39.21
83. Final cleaning - construction - Commercial	1,649.42 SF		0.00	0.14	0.00	46.18	277.10
116. Mask and prep for paint - tape only (per LF)	167.67 LF		0.00	0.40	0.45	13.52	81.04
117. Seal/prime then paint the ceiling (2 coats)	1,649.42 SF		0.00	0.66	0.00	217.72	1,306.34
Totals: Truck Bay					0.45	1,011.60	6,069.50
Total: Main Level					0.45	1,011.60	6,069.50

## Overhead doors

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
115. Doors (Bid Item)	1.00 EA		0.00	4,091.00	0.00	818.20	4,909.20
Totals: Overhead doors					0.00	818.20	4,909.20

## Masonry

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
84. R&R Block - 8" x 8" x 16" - in place - reinforced	69.33 SF		2.61	6.90	0.00	131.88	791.21
86. Block - Add for pilaster	18.22 SF		0.00	7.56	0.00	27.54	165.28
87. Add for pre-fabricated wire reinforcing, 8"	20.00 LF		0.00	0.39	0.00	1.56	9.36
88. R&R Brick veneer	69.33 SF		1.96	9.20	0.00	154.74	928.47
108. Brick - Add for column	24.00 SF		0.00	1.79	0.00	8.60	51.56
89. Remove Brick lintel - steel	26.00 LF		1.78	0.00	0.00	9.26	55.54
90. (Install) Brick lintel - steel	26.00 LF		0.00	3.62	0.00	18.82	112.94
91. R&R Stud wall - 2" x 6" - 24" oc	240.00 SF		0.23	2.50	0.00	131.04	786.24



# National Fire & Water Repair

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 41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

## CONTINUED - Masonry

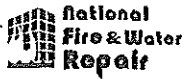
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Material for shoring							
92. Mason - Brick / Stone - per hour	8.00 HR		0.00	51.51	0.00	82.42	494.50
Time to jack roof back into position							
104. Masonry - General Laborer - per hour	16.00 HR		0.00	28.91	0.00	92.52	555.08
Time to jack roof back into position (2) laborers							
105. Steel rebar - #5 (5/8")	24.00 LF		0.00	1.44	0.00	6.92	41.48
Totals: Masonry					0.00	665.30	3,991.66

## Front Elevation

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
93. R&R Gutter / downspout - aluminum - up to 5"	36.00 LF		0.43	5.06	0.00	39.54	237.18
95. Soffit - metal/vinyl - Detach & reset	36.00 SF		0.00	2.28	0.00	16.42	98.50
97. R&R Fascia - metal - 6"	36.00 LF		0.28	4.00	0.00	30.82	184.90
100. R&R Siding trim - 1" x 8" PVC trim board	36.00 LF		0.36	5.57	0.00	42.70	256.18
101. R&R Quarter round - 3/4"	72.00 LF		0.15	1.18	0.00	19.16	114.92
Exterior OH door jamb trim-							
112. R&R Jamb and trim for overhead door unit	72.00 LF		0.84	6.62	0.00	107.42	644.54
114. Seal & paint double garage door opening & trim	2.00 EA		0.00	80.93	0.00	32.38	194.24
113. Detach & Reset Spot light fixture - double	1.00 EA	27.37	0.00	0.00	0.00	5.48	32.85
Totals: Front Elevation					0.00	293.92	1,763.31

## Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
110. Heat, vent, & air cond. labor minimum	1.00 EA		0.00	36.01	0.00	7.20	43.21
106. Miscellaneous concrete labor minimum	1.00 EA		0.00	237.77	0.00	47.56	285.33
94. Gutter labor minimum	1.00 EA		0.00	109.16	0.00	21.84	131.00



# National Fire & Water Repair

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Tax ID - 34-0501744 PA License #PA020117

## CONTINUED - Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Labor Minimums Applied					0.00	76.60	459.54
Line Item Totals: 4344RECON					0.45	2,978.80	17,872.28

### Grand Total Areas:

2,249.53 SF Walls	1,649.42 SF Ceiling	3,898.94 SF Walls and Ceiling
1,649.42 SF Floor	183.27 SY Flooring	167.67 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	167.67 LF Ceil. Perimeter
1,649.42 Floor Area	1,705.75 Total Area	2,249.53 Interior Wall Area
2,455.64 Exterior Wall Area	170.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



## National Fire & Water Repair

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Tax ID - 34-0501744

PA License #PA020117

### Summary

Line Item Total	14,893.03
Material Sales Tax	0.45
Subtotal	14,893.48
Overhead	1,489.40
Profit	1,489.40
Replacement Cost Value	<b>\$17,872.28</b>
Net Claim	<b>\$17,872.28</b>

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Bob Maffitt



## National Fire & Water Repair

865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
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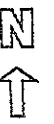
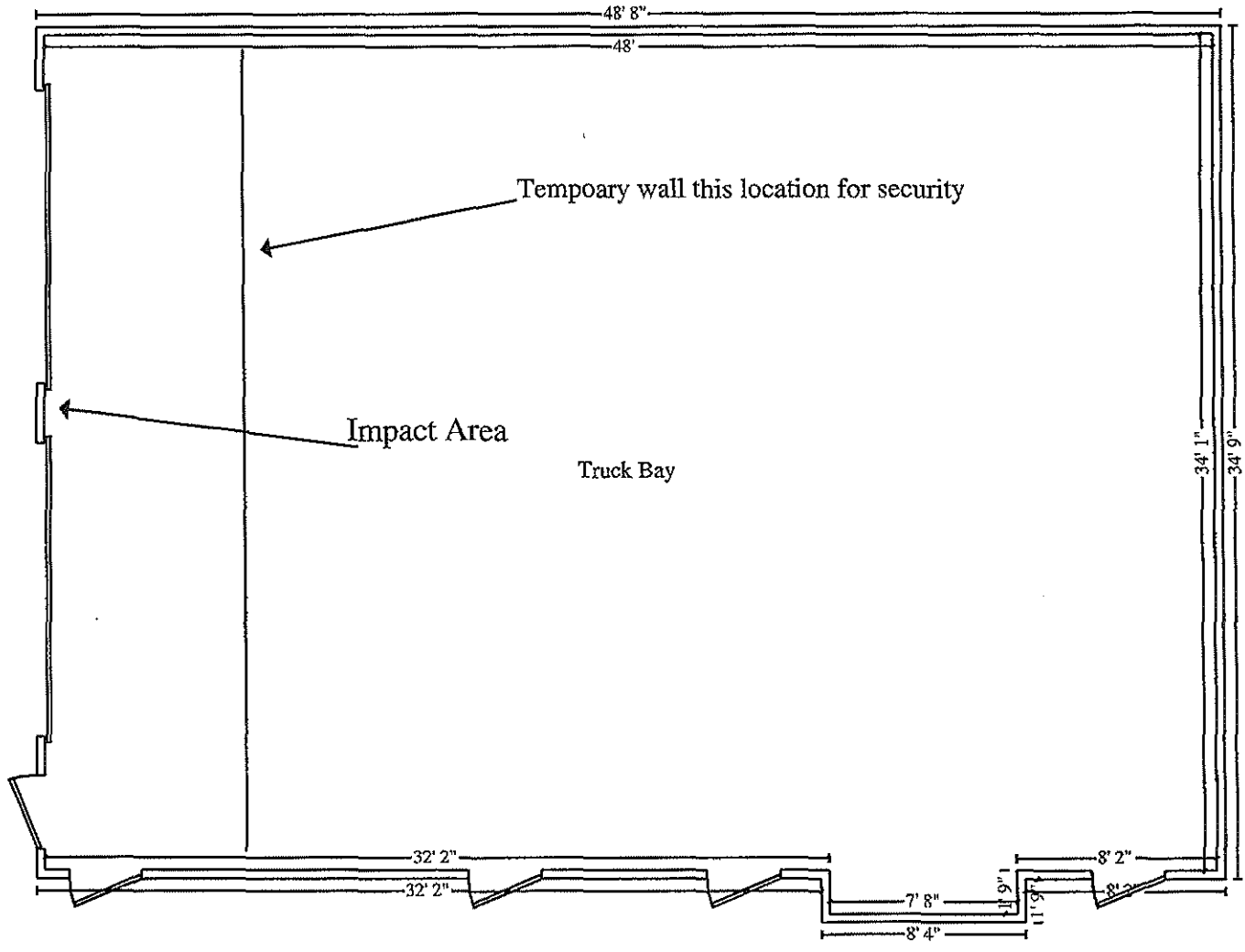
Tax ID - 34-0501744

PA License #PA020117

### Recap by Category

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ELECTRICAL	143.87	0.80%
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FRAMING & ROUGH CARPENTRY	1,908.66	10.68%
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LIGHT FIXTURES	27.37	0.15%
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SIDING	200.52	1.12%
SOFFIT, FASCIA, & GUTTER	517.40	2.89%
O&P Items Subtotal	14,893.03	83.33%
Material Sales Tax	0.45	0.00%
Overhead	1,489.40	8.33%
Profit	1,489.40	8.33%
Total	17,872.28	100.00%





Main Level

4



# National Fire & Water Repair

Ben Rudick & Son, Inc.  
865 E. Indianola Avenue  
Youngstown, OH 44502  
(330) 782-5392  
(330) 782-5980 Fax

Date: 09/21/15

Invoice #: SI-13637

## INVOICE

**Care of:**  
Board of Township TR of Bazetta TWP  
773 Everett Hull Rd  
Cortland, OH 44410  
USA

**Bill To:**  
BOARD OF TOWNSHIP TR OF BAZETTA  
TWP  
Attn: Sirs  
2667 McCleary Jacoby  
Cortland, OH 44410  
USA

Estimator	Job #	File/Claim #	Terms
Robert Maffitt	4344BU_TP		Due Upon Receipt
Description			Total

Emergency Services

\$2,071.58

<i>Tax Id # 34-0501744</i> <i>Late charges computed at 18%</i>	Subtotal	\$2,071.58
	NO TAX	\$0.00
	<b>Total:</b>	<b>\$2,071.58</b>
		Amount Due: \$2,071.58



## National Fire & Water Repair

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865 E. Indianola Ave - Youngstown, Oh 44502 330-782-5392  
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41 Chestnut Ave. - Sharon, Pa 16146 724-654-8840

Tax ID - 34-0501744

PA License #PA020117

Client: Bazetta Twp.  
Property: 2667 McCleary Jacoby  
Cortland, OH 44410

Operator: BOBMAF

Estimator: Bob Maffitt

Business: (330) 550-7847

E-mail: bobmaf@nfrepair.com

Type of Estimate: Vehicle

Date Entered: 9/21/2015

Date Assigned:

Price List: OHYO8X\_SEP15

Labor Efficiency: Restoration/Service/Remodel

Estimate: 4344BU\_TP

File Number: 4344BU\_TP



# National Fire & Water Repair

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Tax ID - 34-0501744 PA License #PA020117

4344BU\_TP

## Emergency Services

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours Call came in at 4:55, all work time overtime.	1.00 EA	0.00	217.36	0.00	217.36
7. Caution tape	60.00 LF	0.00	0.08	0.00	4.80
3. (Material Only) Board-up windows and doors	352.00 SF	0.00	0.62	0.00	218.24
4. 2" x 6" x 12' #2 & better Fir / Larch (material only)	24.00 EA	0.00	8.59	0.00	206.16
5. Temporary Repairs - per hour Assist with removing vehicles from compromised structure. Pick up material, install temporary support wall in place of overhead doors and block pier, remove pier for stud wall, turn off electric to receptacles in that area and place caution tape.	15.00 HR	0.00	81.51	0.00	1,222.65
6. Temporary Repairs - General Laborer - per hour	7.00 HR	0.00	28.91	0.00	202.37
<b>Totals: Emergency Services</b>				0.00	2,071.58
<b>Line Item Totals: 4344BU_TP</b>				0.00	2,071.58



# National Fire & Water Repair

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Tax ID - 34-0501744

PA License #PA020117

## Recap by Category

Items	Total	%
FRAMING & ROUGH CARPENTRY	206.16	9.95%
TEMPORARY REPAIRS	1,865.42	90.05%
Subtotal	2,071.58	100.00%

(6)

RESOLUTION TO DISPOSE OF TOWNSHIP PROPERTY  
BY INTERNET AUCTION  
Section §505.10 (D) ORC

Moved by Trustee Houis, seconded by Trustee Parke, that

WHEREAS, the Township has personal property no longer needed by the Township, obsolete, and/or unfit for the use it was acquired or other appropriate public use, and the Township desires to dispose of said property pursuant the Sections §505.10 et seq, ORC; and

WHEREAS, the township desires to sell said personal property by internet auction on E-Bay; now therefore,

BE IT RESOLVED, that the following property being no longer needed by the township, and/or unfit for public use, be sold by public auction on the internet E-Bay website or other comparable internet auction websites, pursuant to Section §505.10 (D) with the Board establishing a minimum price for the specific item(s), and other terms and conditions of sale as deemed appropriate by the Board of Trutees, including requirements for pick-up, delivery, method of payment, and sales tax if appropriate, with such information being provided in the advertisement for sale on the internet. by interne first offerred for sell to other agencies or political subdivisions of the State of Ohio upon terms agreeable to the township; and

BE IT FUTHER RESOLVED, that such property is being sold "AS IS" without any expressed or implied warranties as to condition, fitness or use.

List of Property (itemized below or attached by schedule)

1990 Pierce Ladder Truck (VIN 5115) with \$40,000.00 Reserve

BE IT FURTHER RESOLVED, that the Fiscal Officer be and hereby is directed to place said property for sale on the internet auction, as provided above, with a stated minimim price, "AS IS" without warranty, conditions of sale, and reservation of right to reject and any all offers.

ROLL CALL:

Trustee Houis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

DREW



# October 2015 Bazetta Police Department Activity

**Published Date: November 2, 2015**

<b>Activity</b>	<b>Total</b>
<b>Calls for Service</b>	<b>643</b>
<b>Incident Reports Filed</b>	<b>145</b>
<b>Traffic Crash Investigations</b>	<b>7</b>
<b>Number of Persons Arrested</b>	<b>66</b>
<b>Traffic Offenses</b>	<b>121</b>
<b>Traffic Citations Issued</b>	<b>112</b>
<b>Vehicle Miles Traveled</b>	<b>11,426.10</b>
<b>Office Contacts</b>	<b>222</b>

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

## BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: December 21, 2015 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

**334-15** To accept the minutes from the December 7 Regular Meeting.

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

**335-15** 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

**336-15** To authorize the Fiscal Officer to make the following Supplemental Appropriation.

*\$108.00 to 14-A-07 (Firefighter Assistance Grant: Tools & Equipment)*

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

**337-15** To authorize the Fiscal Officer to make the following transfers.

*\$10.96 from 01-A-27 (General: Transfers) to 01-B-01 (General: Salaries - Plowing/Mowing)*

*\$811.41 from 01-A-27 (General: Transfers) to 01-B-01A (General: Salaries - IT Specialist)*

*\$3,439.49 from 04-A-10 (Road: Insurance) to 04-B-01 (Road: Salaries)*

*\$126.74 from 04-A-10 (Road: Insurance) to 04-B-01A (Road: Salaries - IT Specialist)*

*\$15,500.00 from 09-A-14A (Police: Future Retirement Expenses) to 09-A-01 (Police: Salaries)*

*\$4,996.67 from 09-A-01A (Police: Salaries Overtime) to 09-A-01 (Police: Salaries)*

*\$93.46 from 09-A-01A (Police: Salaries Overtime) to 09-A-01D (Police: Salaries - Road Mechanic)*

*\$2,500.00 from 10-A-14A (Fire: Contracts) to 10-A-14 (Fire: Insurance)*

*\$270.00 from 13-A-02 (Zoning: Expenses) to 13-A-01 (Zoning: Salaries)*

*\$11.80 from 15-A-01 (Bond Note Retirement: Road Principal) to 15-A-04 (Bond Note Retirement: Interest)*

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

**338-15** To approve the attached 2015 Township Inventories.

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



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

- Thank you note for Fire Department from Shirley Kiser
- Anonymous letter concerning full-time job posting in the Fire Department
- Copy of a letter from Trumbull County Prosecuting Attorney to Erika Schaeffer regarding HazMat fuel spill
- Copy of an annexation petition filed with the Trumbull County Commissioners
- Notice of a Special Meeting of the Trumbull County Combined Health District Advisory Council

**Administration:**

- Trustee Hovis reported that a couple nuisance properties need to be cleaned up, but they won't be done until January
- Trustee Webb noted the following upcoming meetings
  - Special Board of Health Meeting tomorrow night
  - Trustees Year End Meeting on December 30th at 9:00am

**Fire Department:**

- See Attached Report
- Chief Lewis stated that Station #13 should be reopened by January

**Police Department:**

- Nothing to Report

**Road Department:**

- Nothing to Report

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

- Zoning Inspector Mills wished everyone Happy Holidays

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb said the next meeting would be January 6 at 6:30pm

**Parks & Recreation Board:**

- Nothing to Report

**Safety Committee:**

- Nothing to Report

**Health Insurance Committee:**

- Nothing to Report

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

- David Barson & Steve Millik from VFW Post 2662, the second oldest post in Trumbull County
  - Presented a donation of \$500 on behalf of the post for restorations to the monument in front of the Administration Building
  - Thanked the township for allowing them to meet here since they do not have a permanent home
- Trustee Webb thanked all members present for their service


**Public Comment:**


- Ronald Snell of Bazetta Road
  - Wants to know what excuse the Trustees have for the lack of progress with his neighbor
    - Zoning Inspector Mills said the following

- Township is waiting on Groves Excavating to get in there
- Both he and Trustee Hovis have contacted Groves numerous times
- Tried to call them again just before this meeting
- Left a message to find out when they will be going in
- Doesn't understand why Trumbull County hasn't moved against his neighbor
- Trustee Hovis said all we can do is keep trying to contact Groves
- Would like the Trustees to look at someone else to get this done
  - Trustee Webb said the following
    - One of the problems is that the township uses the General Fund to get these things paid for
    - This fund is getting very tight on money because residents won't pass the levy
    - Is certain the township will never get it's money back from the tax lien
  - Zoning Inspector Mills said the following
    - The neighbor can't move back into the other structures because they have been declared unfit for human habitation
    - The only thing not declared as such was the house
    - Groves has been given the green light to get the work done
  - Fiscal Officer Drew suggested finding the original resolution wherein Groves was approved as the contractor and rescinding if they won't commit before the next meeting
  - Trustee Parke suggested contacting Groves for a committed date for the work to be done
  - Trustee Webb suggested getting a new contractor if Grove won't commit

**339-15** To adjourn the meeting at 7:35pm.

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

  
 \_\_\_\_\_ Dated: 12-23-15  
 Attested by: Fiscal Officer Rita K. Drew

  
 \_\_\_\_\_ Dated: 12/30/15  
 Approved by: Chairman Trustee Ted Webb

PENDING WARRANT REPORT  
 Bazetta Township [2015]

Date: 12/21/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	9703.90	PW 1	Huntington Bank	PAYMENT - WITHHOLDING WARRANT
26437	1532.07	PY26437	JOEL E. DAVIS	PAYMENT - PAYROLL
26438	1.06	PY26438	PAUL W. HOVIS	PAYMENT - PAYROLL
26439	853.29	PY26439	FRANK W. PARKE	PAYMENT - PAYROLL
26440	843.59	PY26440	THEODORE J. WEBB	PAYMENT - PAYROLL
26441	995.43	PY26441	RITA K. DREW	PAYMENT - PAYROLL
26442	1094.88	PY26442	ROBYN A. METHENY	PAYMENT - PAYROLL
26443	420.04	PY26443	MICHAEL P. ARNAL	PAYMENT - PAYROLL
26444	1130.72	PY26444	MICHAEL P. ARNAL	PAYMENT - PAYROLL
26445	1715.75	PY26445	KRISTOPHER W. PARKE	PAYMENT - PAYROLL
26446	1519.97	PY26446	MARCUS J. TEMPESTA	PAYMENT - PAYROLL
26447	959.98	PY26447	THAD R. WAJDA	PAYMENT - PAYROLL
26448	1040.98	PY26448	JACOB J. ABBOTT	PAYMENT - PAYROLL
26449	1419.42	PY26449	BRYAN M. GALIDA	PAYMENT - PAYROLL
26450	820.17	PY26450	NATHAN S. GREATHOUSE	PAYMENT - PAYROLL
26451	1205.04	PY26451	CHRISTOPHER G. HERLINGER	PAYMENT - PAYROLL
26452	775.13	PY26452	MICHAEL J. HOVIS	PAYMENT - PAYROLL
26453	1582.28	PY26453	SHAWN P. RENTZ	PAYMENT - PAYROLL
26454	1272.04	PY26454	JOSEPH A. SOFCHEK	PAYMENT - PAYROLL
26455	1262.52	PY26455	DONALD R. UTTERBACK III	PAYMENT - PAYROLL
26456	347.12	PY26456	DEANNA L. BOGGESS	PAYMENT - PAYROLL
26457	640.69	PY26457	NICHOLAS I. GREGORY	PAYMENT - PAYROLL
26458	339.44	PY26458	PATRICK M. SWIGER	PAYMENT - PAYROLL
26459	734.08	PY26459	WILLIAM E. CLAYPOOLE	PAYMENT - PAYROLL
26460	135.79	PY26460	JOSHUA A. CLELAND	PAYMENT - PAYROLL
26461	657.08	PY26461	ERIC R. GINN	PAYMENT - PAYROLL
26462	1014.99	PY26462	SCOTT W. GUBANYAR	PAYMENT - PAYROLL
26463	410.10	PY26463	BRADLEY A. HALL	PAYMENT - PAYROLL
26464	1216.23	PY26464	AARON S. HANSON	PAYMENT - PAYROLL
26465	898.04	PY26465	DENNIS K. LEWIS	PAYMENT - PAYROLL
26466	1374.15	PY26466	MICHAEL MANNELLA	PAYMENT - PAYROLL
26467	425.46	PY26467	PHILLIP J. PELLELY	PAYMENT - PAYROLL
26468	307.17	PY26468	BRANDON G. QUIGGLE	PAYMENT - PAYROLL
26469	1505.69	PY26469	THOMAS S. RINK	PAYMENT - PAYROLL
26470	204.18	PY26470	TODD M. SHAFER	PAYMENT - PAYROLL
26471	451.99	PY26471	WILLIAM G. STEINER III	PAYMENT - PAYROLL
26472	767.18	PY26472	THOMAS E. TOPORCER	PAYMENT - PAYROLL
26473	1505.03	PY26473	DAVID A. WALTER	PAYMENT - PAYROLL
26474	1055.68	PY26474	GARY W. WALTERS	PAYMENT - PAYROLL
26475	1096.86	PY26475	ROBERT A. WASSER	PAYMENT - PAYROLL
26476	1124.92	PY26476	NICOLAS A. WILDMAN	PAYMENT - PAYROLL
26477	1049.86	PY26477	MICHAEL F. WRIGHT	PAYMENT - PAYROLL
26478	340.09	PY26478	JEAN M. EDDY	PAYMENT - PAYROLL
26479	649.43	PY26479	MICHAEL D. MILLS	PAYMENT - PAYROLL
26480	181.75	PY26480	SCOTT W. GUBANYAR	PAYMENT - PAYROLL
26481	835.00	PW26481	Seven Seventeen Credit Union, Inc.	PAYMENT - WITHHOLDING WARRANT
26482	529.68	PW26482	Ohio Child Support Payment Central	PAYMENT - WITHHOLDING WARRANT

PENDING WARRANT REPORT  
 Bazetta Township [2015]

Date: 12/21/15

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
26483	77.29	PW26483	SDU: Ohio Child Support Payment Center	PAYMENT - WITHHOLDING WARRANT
26484	8745.00	PW26484	Ohio Public Employees Deferred	PAYMENT - WITHHOLDING WARRANT
26485	1325.00	PW26485	Security Benefit	PAYMENT - WITHHOLDING WARRANT
26486	75.00	PW26486	Security Benefit	PAYMENT - WITHHOLDING WARRANT
26487	86.71	PW26487	Security Benefit	PAYMENT - WITHHOLDING WARRANT
26488	1004.00	PW26488	Bazetta Township	PAYMENT - WITHHOLDING WARRANT
26489	60.00	PW26489	Bazetta Township	PAYMENT - WITHHOLDING WARRANT
26490	139.79	PW26490	AFLAC	PAYMENT - WITHHOLDING WARRANT
26491	24.84	PW26491	AFLAC	PAYMENT - WITHHOLDING WARRANT
26492	90.93	PW26492	AFLAC	PAYMENT - WITHHOLDING WARRANT
26493	19.44	PW26493	AFLAC	PAYMENT - WITHHOLDING WARRANT
26494	225.00	PW26494	SEVEN SEVENTEEN CREDIT UNION, INC.	PAYMENT - WITHHOLDING WARRANT
26495	234.92	PW26495	Faternal Order of Police,	PAYMENT - WITHHOLDING WARRANT
26496	277.00	PW26496	TEAMSTERS LOCAL 377	PAYMENT - WITHHOLDING WARRANT
26497	21044.95	PW26497	Public Employees Retirement System	PAYMENT - WITHHOLDING WARRANT
26498	15753.90	PW26498	Ohio Police & Fire Pension Fund	PAYMENT - WITHHOLDING WARRANT
26499	3167.04	PW26499	Ohio Dept. of Taxation	PAYMENT - WITHHOLDING WARRANT
26500	32.64	PW26500	Ohio Department of Taxation	PAYMENT - WITHHOLDING WARRANT
26501	59.30	PW26501	City of Warren	PAYMENT - WITHHOLDING WARRANT
26502	230.58	PW26502	City Of Hubbard	PAYMENT - WITHHOLDING WARRANT
26503	32.06	PW26503	RITA	PAYMENT - WITHHOLDING WARRANT
26505	19.20	VW26505	AT&T Mobility	PAYMENT
26506	239.83	VW26506	Advance Auto Parts	PAYMENT
26507	29.93	VW26507	Ainsley Oil Company	PAYMENT
26508	900.00	VW26508	BUD'S TOWING & RECOVERY, LLC	PAYMENT
26509	3070.22	VW26509	BE SOLUTIONS	PAYMENT
26510	925.00	VW26510	CONSOLIDATED CONSTRUCTION PRODUCTS	PAYMENT
26511	50.00	VW26511	Attorney Mark S. Finamore	PAYMENT
26512	6162.00	VW26512	LYNN KITTINGER & NOBLE	PAYMENT
26513	540.00	VW26513	MCGILL SEPTIC TANK COMPANY	PAYMENT
26514	617.37	VW26514	Ohio Edison	PAYMENT
26515	292.00	VW26515	On Demand Drug Testing	PAYMENT
26516	12873.45	VW26516	Ohio Insurance	PAYMENT
26517	162.00	VW26517	Pitney Bowes	PAYMENT
26518	217.98	VW26518	Purchase Power	PAYMENT
26519	43.25	VW26519	Respiratory Care Partners, Inc.	PAYMENT
26520	324.80	VW26520	Standard Insurance Company RE	PAYMENT
26521	300.00	VW26521	SCHULTZ TOWING, INC.	PAYMENT
26522	2505.16	VW26522	Trumbull County Engineer	PAYMENT
26523	249.21	VW26523	TRUMBULL COUNTY CLERK OF COURTS	PAYMENT
26524	558.00	VW26524	TRUMBULL COUNTY LEGAL NEWS	PAYMENT
26525	107.00	VW26525	TREASURER, STATE OF OHIO	PAYMENT
26526	50.00	VW26526	TREASURER, STATE OF OHIO	PAYMENT
26527	135.00	VW26527	UMPC HORIZON	PAYMENT
26528	107.94	VW26528	Wal-Mart Business	PAYMENT
26529	3045.73	VW26529	WEX BANK	PAYMENT
26530	100.00	VW26530	MICHELLE WILBURN	PAYMENT

=====  
 136276.40

Total Amount of Pending Warrants

**BAZETTA**

**Incident Type Report (Summary)**

**Alarm Date Between {11/01/2015} And {11/30/2015}**

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
<b>1 Fire</b>				
111 Building fire	1	1.06%	\$1,000	30.30%
112 Fires in structure other than in a building	2	2.12%	\$0	0.00%
113 Cooking fire, confined to container	1	1.06%	\$0	0.00%
131 Passenger vehicle fire	1	1.06%	\$2,000	60.60%
142 Brush or brush-and-grass mixture fire	3	3.19%	\$0	0.00%
	<u>8</u>	<u>8.51%</u>	<u>\$3,000</u>	<u>90.90%</u>
<b>3 Rescue &amp; Emergency Medical Service Incident</b>				
321 EMS call, excluding vehicle accident with	63	67.02%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.12%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	2.12%	\$0	0.00%
	<u>67</u>	<u>71.27%</u>	<u>\$0</u>	<u>0.00%</u>
<b>4 Hazardous Condition (No Fire)</b>				
441 Heat from short circuit (wiring),	1	1.06%	\$300	9.09%
	<u>1</u>	<u>1.06%</u>	<u>\$300</u>	<u>9.09%</u>
<b>5 Service Call</b>				
551 Assist police or other governmental agency	1	1.06%	\$0	0.00%
553 Public service	1	1.06%	\$0	0.00%
554 Assist invalid	1	1.06%	\$0	0.00%
561 Unauthorized burning	1	1.06%	\$0	0.00%
	<u>4</u>	<u>4.25%</u>	<u>\$0</u>	<u>0.00%</u>
<b>6 Good Intent Call</b>				
611E Dispatched & cancelled en route (EMS /	2	2.12%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	4	4.25%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.06%	\$0	0.00%
652 Steam, vapor, fog or dust thought to be	1	1.06%	\$0	0.00%
	<u>8</u>	<u>8.51%</u>	<u>\$0</u>	<u>0.00%</u>
<b>7 False Alarm &amp; False Call</b>				
735 Alarm system sounded due to malfunction	1	1.06%	\$0	0.00%
736 CO detector activation due to malfunction	1	1.06%	\$0	0.00%
743 Smoke detector activation, no fire -	2	2.12%	\$0	0.00%
745 Alarm system activation, no fire -	1	1.06%	\$0	0.00%

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {11/01/2015} And {11/30/2015}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
7 False Alarm & False Call	5	5.31%	\$0	0.00%
8 Severe Weather & Natural Disaster				
800 Severe weather or natural disaster, Other	1	1.06%	\$0	0.00%
	1	1.06%	\$0	0.00%

Total Incident Count: 94

Total Est Loss: \$3,300

BAZETTA

Inspections by Type

Date Completed Between {11/01/2015} And  
{11/30/2015}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
11/09/2015	08:34	CENT01 CENTER FOR SURGERY 2580 ELM RD NE	0.13	
11/05/2015	08:36	RAPI01 Rapid Fire V-Range 3473 STATE ROUTE 5 /D	0.00	
11/09/2015	08:54	ADGA01 ADGATES FLOWERS 2464 STATE ROUTE 5 NE	0.13	
11/27/2015	14:48	BAZE06 Bazetta Mall 3649 BAZETTA RD NE	0.31	
11/09/2015	09:05	COLE01 COLE VALLEY PONTIAC 4111 ELM RD NE	0.10	
11/09/2015	11:21	FG001 FIVE GUYS 2170 MILLENNIUM BLVD /A	0.05	
11/27/2015	10:38	FOUR01 FOUR SEASONS CAR WASH 2120 ELM RD NE	0.50	
11/09/2015	08:13	HAND01 HANDY MAN 3497 STATE ROUTE 5	0.23	
11/27/2015	09:57	TIMT01 TIM' & TRIMS (TNT) 2263 ELM RD NE	0.51	
11/05/2015	13:17	MOSQ01 MOSQUITO STATE PARK 1439 STATE ROUTE 305 NE	0.01	
11/05/2015	13:11	SAND01 SANDY'S TIRES 2380 ELM RD NE	0.06	
11/05/2015	13:15	COLD01 COLDWELL BANKERS 3378 STATE ROUTE 5	0.02	
11/05/2015	13:15	CRYS01 CRS & Company 3010 STATE ROUTE 5 /B	0.01	
11/05/2015	13:10	GCHA01 G C Hair Co. 2996 STATE ROUTE 5 /C1	0.01	
Total Activities for Type: 14			2.07	

299 Total Inspection Time

11/27/2015	09:30	TEST01 Test / Total Inspection Hours EVERETT HULL RD NE	3.25	
11/27/2015	15:00	TEST01 Test / Total Inspection Hours EVERETT HULL RD NE	1.00	

BAZETTA

Inspections by Type

Date Completed Between {11/01/2015} And  
{11/30/2015}

Date	Time	Occupancy	Hrs	Fee
299 Total Inspection Time				
=====				
Total Activities for Type:		2	4.25	

Grand Total Activities: 16                                      Grand Totals: 6.32                                      0.00



BAZETTA

Aid Responses by Department

Alarm Date Between {11/01/2015} And {11/30/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200							
15-0001050	11/26/2015	1 Mutual aid received	#Personnel	3	0	0	0
Their Inci	1458	Response Time: 00:06:26	#Appartus	1	0	0	0
15-0001057	11/29/2015	2 Automatic aid received	#Personnel	3	1	0	0
Their Inci	1468	Response Time: 00:06:46	#Appartus	1	1	0	0
Subtotal Responses: 2		Average Response Time for Dept: 00:06:36					
STA. 17 BRISTOL FDID 78105							
15-0001005	11/13/2015	4 Automatic aid given	#Personnel	4	0	0	0
Their Inci	15-0538	Response Time: 00:05:42	#Appartus	1	0	0	0
Subtotal Responses: 1		Average Response Time for Dept: 00:05:42					
STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
15-0000979	11/02/2015	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	21-0979	Response Time: 00:09:24	#Appartus	0	1	0	0
15-0001028	11/19/2015	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	15-211029	Response Time: 00:07:03	#Appartus	0	0	0	0
Subtotal Responses: 2		Average Response Time for Dept: 00:08:14					
STA. 30 HOWLAND FDID 78121							
15-0001050	11/26/2015	1 Mutual aid received	#Personnel	3	0	0	1
Their Inci	3059	Response Time: 00:06:26	#Appartus	1	0	0	1
Subtotal Responses: 1		Average Response Time for Dept: 00:06:26					
STA. 32 HOWLAND FDID 78121							
15-0001022	11/18/2015	4 Automatic aid given	#Personnel	2	2	0	0
Their Inci	3008	Response Time: 00:10:14	#Appartus	1	1	0	0
Subtotal Responses: 1		Average Response Time for Dept: 00:10:14					
STA. 38 MECCA FIRE DEPARTMENT FDID 78133							

Response time calculated from time notified to arrival.

BAZETTA

Aid Responses by Department

Alarm Date Between {11/01/2015} And {11/30/2015}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other	
STA. 38 MECCA FIRE DEPARTMENT FDID 78133								
15-0001033	11/21/2015	4 Automatic aid given	#Personnel	4	0	0	0	
Their Inci 15-322		Response Time: 00:00:00	#Appartus	1	0	0	0	
15-0001048	11/26/2015	1 Mutual aid received	#Personnel	3	0	0	0	
Their Inci 15-00325		Response Time: 00:07:46	#Appartus	1	0	0	0	
Subtotal Responses:		2	Average Response Time for Dept:					00:03:53

Response time calculated from time notified to arrival.

## BAZETTA TOWNSHIP TRUSTEES YEAR END MEETING MINUTES

Date: December 30, 2015 at 9:00am  
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

**340-15** To accept the minutes from the December 21 Regular Meeting.

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

**341-15** 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

**342-15** To accept the attached 2015 Final Appropriations and submit to the Trumbull County Auditor.

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

**343-15** To accept the attached 2016 Temporary Appropriations and submit to the Trumbull County Auditor.

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

- Trustee Hovis questioned the document for approval in Board Resolution #344-15
  - Trustee had given the document a different name than the one on it
  - Atty. Finamore had indicated something was not right with documents we had passed in the past
  - Wanted to postpone passage of the resolution
- Fiscal Officer Drew replied as follows
  - This is the same document that the township has passed in previous years
  - This document came from Atty. Finamore in his annual packet that specifies what resolutions need to be passed at the Year End and Reorganizational Meetings

**344-15** To adopt the attached *Resolution to Provide Health Care Insurance Policies for Township Officers and Employees.*

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

**345-15** To adopt the attached *Bazetta Township OAPFF 457 Plan Participant Loan Policy and Adoption Agreement for Eligible Government 457 Plan.*

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- Copy of a letter from Trumbull County Engineer to Trumbull County Commissioners regarding a permit to haul or move overweight equipment on Bazetta Township roads

**Administration:**

- Discussion of Appointments to Zoning and Parks & Recreation Boards
  - Curtis Lonsbrough would like to be reappointed to the Zoning Commission
  - Craig Fess would like to be reappointed to the Zoning Board of Appeals
  - Unclear at this time which terms on the Parks & Recreation Board are up
- Trustee Webb stated the following
  - He does not want to appoint Alternates to either Zoning Board as a cost cutting mechanism
  - Only 3 Members are required for quorum at Zoning Meetings
  - There is only one circumstance where all 5 Members must be present
- Parks & Recreation Board Member Roman said the following
  - He will look into who wishes to remain on the Board
  - He will ask those who do not to submit their resignations

**Fire Department:**

- Trustee Webb said repairs to Station #13 are almost complete and it should reopen on January 1

**Police Department:**

- Nothing to report

**Road Department:**

- Nothing to report

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

- Nothing to report

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb stated meetings for both Boards will be held on January 6 at 6:30pm at the Administration Building

**Parks & Recreation Board:**

- Parks & Recreation Board Member Roman said the following
  - Got a quote of \$150 for materials to paint park fences
  - Has spoken with Karen Hudson about the possibility of using a Boy Scout Troop to volunteer to do the work
- Assistant Road Superintendent Tempesta reported that the trees have been trimmed and a dead tree has been removed

- Trustee Hovis mentioned following up with Road Superintendant Parke on the rest of the park list when he returns from vacation

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Nothing to report

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

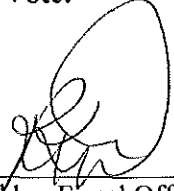
- None


**Public Comment:**

- Ronald Snell of Bazetta Road
  - Asked for an update on the nuisance abatement
    - Trustee Hovis replied as follows
      - No dumpsters will be put out until after New Year's
      - Talked to Groves Excavating
      - They had been trying to get in touch with Zoning Inspector Mills
      - They are going to do the work next week
      - Dumpsters should be on site
      - Trailers will be removed with an excavator
      - Asked that Mr. Snell call 9-1-1, as opposed to calling Bazetta Police Department directly, if he sees anyone dumping anything on the property after the clean-up is complete
    - Chief Hovis said the following
      - His officers will come out if called
      - He will post an officer on the day of the clean-up if necessary
      - The neighbor may continue to live on the property after the clean-up is done
      - Asked Mr. Snell to please call whenever he sees anything going on
    - Concerned with the fact that the neighbor might continue dumping even after the clean-up and might remove items from dumpsters if they are left on the property
      - Trustee Hovis said he will make sure Groves does not leave dumpsters overnight
- Trustee Webb swore in Trustee Hovis and Fiscal Officer Drew

**346-15** To adjourn the meeting at 9:36am.

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

  
 \_\_\_\_\_ Dated: 12-31-15  
 Attested by: Fiscal Officer Rita K. Drew

  
 \_\_\_\_\_ Dated: 12-31-15  
 Approved by: Chairman Trustee Ted Webb

PENDING WARRANT REPORT  
 Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	920.60	VW 1	THE HUNTINGTON NATIONAL BANK	PAYMENT
26531	9.57	VW26531	Ainsley Oil Company	PAYMENT
26532	30.45	VW26532	Advance Auto Parts	PAYMENT
26533	108.00	VW26533	BAZETTA TOWNSHIP FIRE DEPARTMENT	PAYMENT
26534	24.24	VW26534	Bojtnick Tractor Sales, Inc.	PAYMENT
26535	1152.87	VW26535	BE SOLUTIONS	PAYMENT
26536	3044.65	VW26536	Ohio Insurance	PAYMENT
=====				
	5290.38		Total Amount of Pending Warrants	

## TOWNSHIP PERMANENT APPROPRIATIONS

Bazetta Township, Trumbull County, Ohio  
as of December 30, 2015 for 2015

FUND	PERMANENT	SUPPLEMENTALS	TOTAL
General	\$ 578,804.81	\$ 175,000.00	\$ 753,804.81
Motor Vehicle License	\$ 7,500.00		\$ 7,500.00
Gasoline Tax	\$ 131,500.00		\$ 131,500.00
Road & Bridge	\$ 276,500.00	\$ 17,482.19	\$ 293,982.19
Cemetery	\$ 91,100.00		\$ 91,100.00
Cemetery Bequest	\$ 175.00		\$ 175.00
Lighting Assessment	\$ 8,705.00	\$ (335.16)	\$ 8,369.84
Police District	\$ 902,800.00		\$ 902,800.00
OMVI	\$ 3,300.00		\$ 3,300.00
Fire District	\$ 1,665,500.00	\$ 24,330.13	\$ 1,689,830.13
Police Equipment	\$ 70,000.00		\$ 70,000.00
Zoning	\$ 38,000.00		\$ 38,000.00
Drug Law Enforcement	\$ 21,000.00		\$ 21,000.00
Issue II Improvement	\$ -		\$ -
Firefighters Assistance	\$ 180,663.00	\$ 329,753.00	\$ 510,416.00
OPWC Road Projects	\$ 160,318.70		\$ 160,318.70
FEMA	\$ -		\$ -
Bond	\$ 29,157.85		\$ 29,157.85
Fire/EMS Training Center	\$ 800.00	\$ 795.00	\$ 1,595.00
	\$ 4,165,824.36	\$ 547,025.16	\$ 4,712,849.52

**BAZETTA TOWNSHIP  
TEMPORARY APPROPRIATIONS FOR 2016**

FUND 01 - GENERAL	\$	485,454.35
FUND 02 - MOTOR VEHICLE LICENSE TAX	\$	7,500.00
FUND 03 - GASOLINE TAX	\$	138,850.00
FUND 04 - ROAD AND BRIDGE	\$	243,800.00
FUND 05 - CEMETERY	\$	81,990.00
FUND 06 - CEMETERY BEQUEST	\$	175.00
FUND 07 - IVY HILL LIGHTING DISTRICT	\$	1,080.00
FUND 07A - MORROW/WILLIAMS LIGHTING	\$	1,375.00
FUND 07B - TIMBER CREEK HEIGHTS LIGHTING	\$	480.00
FUND 07C - TIMBER CREEK ESTATES LIGHTING	\$	5,840.00
FUND 09 - POLICE DISTRICT	\$	902,800.00
FUND 09C - POLICE DISTRICT EQUIPMENT	\$	88,000.00
FUND 09J - OMVI	\$	1,700.00
FUND 10 - FIRE DISTRICT	\$	2,109,000.00
FUND 13 - ZONING	\$	28,000.00
FUND 14 - FIRE FIGHTERS ASSIST GRANT	\$	-
FUND 14A - FIRE/EMS TRAINING CENTER	\$	1,000.00
FUND 15 - GENERAL BOND NOTE RETIREMENT	\$	25,005.15
FUND 15A - GENERAL BOND NOTE RETIREMENT	\$	9,213.53
FUND 22 - DRUG ENFORCEMENT	\$	4,400.00
FUND 30 - CAPITAL EXPENDITURES	\$	-
	\$	<u>4,135,663.03</u>



**BAZETTA TOWNSHIP  
TEMPORARY APPROPRIATIONS FOR 2016**

<b>FUND 01 - GENERAL</b>	<b>\$</b>	<b>485,454.35</b>
01-A-01 Salary - Trustees	\$	37,656.00
01-A-02 Salary - Clerk	\$	22,016.75
01-A-03 Travel & Other Expenses	\$	3,000.00
01-A-04 Supplies (Administration)	\$	3,000.00
01-A-05 Equipment (Administration)	\$	2,000.00
01-A-06 Insurance	\$	60,000.00
01-A-10 Legal Counsel	\$	20,000.00
01-A-12 Employer's Retirement Contribution	\$	27,500.00
01-A-15 Workmen's Compensation	\$	4,200.00
01-A-15A Unemployment Compensation	\$	-
01-A-16 General Health District	\$	28,000.00
01-A-17 Auditor & Treasurer Fees	\$	20,000.00
01-A-18 Advertising Delinquent Lands	\$	-
01-A-19 State Examiner Charges	\$	-
01-A-20 Timber Creek Street Lighting Installation	\$	-
01-A-21 Election Expense	\$	-
01-A-25 Contingency Account	\$	-
01-A-26 Other Expenses	\$	12,000.00
01-A-26A Future Retirement Expenses	\$	-
01-A-27 Transfers	\$	53,175.00
01-A-28 Administrator/Secretary Salary	\$	47,000.00
01-A-29 Contracts	\$	10,000.00
01-A-90 FICA/Medicare	\$	2,000.00
01-B-01 Salary - Administration	\$	4,000.00
01-B-01A Salary - IT Specialist	\$	45,000.00
01-B-02 Improvement of Sites	\$	-
01-B-03 New Buildings & Additions	\$	-
01-B-04 Utilities (Administration)	\$	9,000.00
01-B-05 Maintenance, Supplies & Materials	\$	400.00
01-B-06 Equipment Purchase & Replacement	\$	-
01-B-07 Repairs	\$	400.00
01-C-02 Equipment Purchase & Replacement (Fire)	\$	-
01-C-03 Utilities (Fire)	\$	-
01-C-07 Repairs	\$	-
01-D-08 Union Cemetery	\$	-
01-E-01 Street Lights	\$	5,500.00
01-E-02 Other Expenses	\$	-
01-F-01 Salary - Mechanic (Park)	\$	-
01-F-01A Salary - Groundskeeper (Park)	\$	15,000.00
01-F-02 Improvement of Sites (Park)	\$	17,506.60
01-F-04 New Buildings & Additions (Park)	\$	-
01-F-05 Tools & Equipment (Park)	\$	1,000.00
01-F-06 Supplies (Park)	\$	2,000.00
01-F-07 Repairs/Maintenance (Park)	\$	500.00

01-F-08 Other Expenses (Park)	\$	2,000.00
01-F-09 Special Events (Park)	\$	300.00
01-F-10 OTARMA Insurance (Park)	\$	1,300.00
01-G-02 Equipment Purchases & Replacement (Police)	\$	-
01-G-03 Utilities (Police)	\$	-
01-H-06 Contracts	\$	-
01-K-09 Utilities (Roads)	\$	-
01-M-03 Contracts (Paving)	\$	30,000.00
01-N-01 Advances	\$	-

**FUND 02 - MOTOR VEHICLE LICENSE TAX**

	<b>\$</b>	<b>7,500.00</b>
02-A-10 Transfers	\$	-
02-B-02 Materials	\$	7,500.00
02-B-03 Contracts	\$	-
02-B-04 Other Expenses	\$	-

**FUND 03 - GASOLINE TAX**

	<b>\$</b>	<b>138,850.00</b>
03-A-01 Salary - Road	\$	2,000.00
03-A-02 Employer's Retirement Contribution	\$	300.00
03-A-03 Workmen's Compensation	\$	30,000.00
03-A-04 Tools & Equipment	\$	2,500.00
03-A-05 Supplies	\$	10,000.00
03-A-06 Repairs	\$	5,000.00
03-A-07 Maintenance of Equipment	\$	4,000.00
03-A-11 Transfers	\$	-
03-A-90 FICA/Medicare	\$	50.00
03-B-02 Materials	\$	40,000.00
03-B-04 Other Expenses	\$	10,000.00
03-C-03 Contracts	\$	35,000.00

**FUND 04 - ROAD AND BRIDGE**

	<b>\$</b>	<b>243,800.00</b>
04-A-02 Employer's Retirement Contribution	\$	20,300.00
04-A-03 Workmen's Compensation	\$	-
04-A-04 Tools & Equipment		
04-A-05 Supplies		
04-A-06 Repairs		
04-A-07 Maintenance of Equipment		
04-A-08 Buildings & Additions		
04-A-10 Insurance	\$	70,000.00
04-A-10A Insurance/Medicare		
04-A-13 Other Expenses		
04-A-13A Future Retirement Expenses		
04-A-14 Transfers		
04-A-15 Auditor & Treasurer Fees	\$	5,000.00
04-A-18 Loan Principal	\$	-
04-A-19 Loan Interest	\$	-
04-A-90 FICA/Medicare	\$	2,900.00
04-B-01 Salary	\$	145,000.00
04-B-01A Salary - IT Specialist	\$	600.00
04-B-02 Materials	\$	-

04-B-03 Contracts		
04-B-04 Other Expenses		
04-C-03 Contracts	\$	-
04-C-04 Other Expenses		
<b>FUND 05 - CEMETERY</b>	<b>\$</b>	<b>81,990.00</b>
05-A-01 Salary - Mowing	\$	40,500.00
05-A-02 Salary - Burials/Sexton	\$	18,000.00
05-A-02A Salary - Clerical	\$	-
05-A-03 Employer's Retirement Contribution	\$	8,100.00
05-A-04 Workmen's Compensation	\$	1,350.00
05-A-05 Improvement of Sites	\$	1,800.00
05-A-06 Land Purchases	\$	-
05-A-07 Repairs & Maintenance	\$	-
05-A-08 Tools & Equipment	\$	3,000.00
05-A-09 Supplies	\$	4,040.00
05-A-12 Other Expenses	\$	3,700.00
05-A-12A Insurance	\$	600.00
05-A-13 Unemployment Compensation		
05-A-90 FICA/Medicare	\$	900.00
<b>FUND 06 - CEMETERY BEQUEST</b>	<b>\$</b>	<b>175.00</b>
06-A-01 Cemetery Bequest	\$	175.00
<b>FUND 07 - IVY HILL LIGHTING DISTRICT</b>	<b>\$</b>	<b>1,080.00</b>
07-A-01 Contracts	\$	1,045.00
07-A-02 Other Expenses	\$	35.00
<b>FUND 07A - MORROW/WILLIAMS LIGHTING</b>	<b>\$</b>	<b>1,375.00</b>
07-A-01A Contracts	\$	1,320.00
07-A-02A Other Expenses	\$	55.00
<b>FUND 07B - TIMBER CREEK HEIGHTS LIGHTING</b>	<b>\$</b>	<b>480.00</b>
07-A-01B Contracts	\$	460.00
07-A-02B Other Expenses	\$	20.00
<b>FUND 07C - TIMBER CREEK ESTATES LIGHTING</b>	<b>\$</b>	<b>5,840.00</b>
07-A-01C Contracts	\$	5,650.00
07-A-02C Other Expenses	\$	190.00
<b>FUND 09 - POLICE DISTRICT</b>	<b>\$</b>	<b>902,800.00</b>
09-A-01 Salary - FT	\$	442,000.00
09-A-01A Salary - OT	\$	20,000.00
09-A-01B Salary - PT	\$	41,000.00
09-A-01C Salary - Secretarial	\$	22,500.00
09-A-01D Salary - Road Dept.	\$	500.00
09-A-01E Salary - IT Specialist	\$	4,000.00
09-A-02 Employer's Retirement Contribution	\$	93,000.00
09-A-03 Workmen's Compensation	\$	17,000.00
09-A-04 Auditor & Treasurer Fees	\$	13,000.00

09-A-07 Tools & Equipment	\$	11,300.00
09-A-08 Supplies	\$	21,000.00
09-A-08A DARE Expenses	\$	-
09-A-09 Building Upgrade	\$	-
09-A-10 Contracts	\$	45,000.00
09-A-12 Insurance	\$	108,000.00
09-A-12A Transfers	\$	-
09-A-13 Training	\$	1,000.00
09-A-14 Other Expenses	\$	45,000.00
09-A-14A Future Retirement Expenses	\$	10,000.00
09-A-15A Unemployment Compensation	\$	-
09-A-90 FICA/Medicare	\$	8,500.00

**FUND 09C - POLICE DISTRICT EQUIPMENT**

**\$ 88,000.00**

09-A-04C Tools & Equipment	\$	34,000.00
09-A-05C Supplies	\$	38,000.00
09-A-06C Repairs	\$	15,000.00
09-A-08C Auditor & Treasurer Fees	\$	1,000.00
09-A-10C Contracts	\$	-

**FUND 09J - OMVI**

**\$ 1,700.00**

09-A-01J OMVI Salaries	\$	-
09-A-14J OMVI Expenses	\$	1,700.00

**FUND 10 - FIRE DISTRICT**

**\$ 2,109,000.00**

10-A-01 Salary - FT Fire	\$	565,000.00
10-A-01A Salary - PT Fire	\$	123,000.00
10-A-01B Salary - Mechanic	\$	500.00
10-A-01D Salary - OT Fire	\$	69,000.00
10-A-01E Salary - IT Specialist	\$	4,000.00
10-A-02 Employer's Retirement Contribution	\$	157,000.00
10-A-03 Workmen's Compensation	\$	14,500.00
10-A-04 Auditor & Treasurer Fees	\$	16,000.00
10-A-06 New Buildings & Equipment	\$	379,216.79
10-A-07 Utilities	\$	30,000.00
10-A-08 Tools & Equipment	\$	315,783.21
10-A-09 Supplies	\$	24,000.00
10-A-09A Supplies FIU	\$	-
10-A-10 Repairs	\$	16,000.00
10-A-11 Training	\$	10,000.00
10-A-14 Insurance	\$	133,000.00
10-A-14A Contracts	\$	10,000.00
10-A-15 Other Expenses	\$	2,000.00
10-A-15A Future Retirement Expenses	\$	-
10-A-16 Advances - Out	\$	175,000.00
10-A-17 Transfers	\$	-
10-A-18 Loan Principal	\$	-
10-A-19 Loan Interest	\$	-
10-A-80 Unemployment Compensation	\$	-
10-A-90 FICA/Medicare	\$	18,000.00

10-C-05 EMS - Supplies	\$	8,500.00
10-C-06 EMS - Repairs	\$	6,500.00
10-C-07 EMS - Contracts	\$	30,000.00
10-C-08 EMS - Other Expenses	\$	2,000.00

**FUND 13 - ZONING**

	<b>\$</b>	<b>28,000.00</b>
13-A-01 Salaries & Fees	\$	19,500.00
13-A-02 Expenses	\$	8,000.00
13-A-03 Supplies	\$	500.00

**FUND 14 - FIRE FIGHTERS ASSIST GRANT**

	<b>\$</b>	<b>-</b>
14-A-07 Tools & Equipment	\$	-

**FUND 14A - FIRE/EMS TRAINING CENTER**

	<b>\$</b>	<b>1,000.00</b>
14-A-01A Salaries	\$	500.00
14-A-05A Supplies	\$	500.00
14-A-08A Other Expenses	\$	-

**FUND 15 - GENERAL BOND NOTE RETIREMENT**

	<b>\$</b>	<b>25,005.15</b>
15-A-01 Road Equipment Principal	\$	18,863.09
15-A-01B Durst Clagg Road	\$	6,142.06
15-A-04 Interest	\$	-

**FUND 15A - GENERAL BOND NOTE RETIREMENT**

	<b>\$</b>	<b>9,213.53</b>
15-A-01A Principal	\$	9,213.53
15-A-04A Interest	\$	-

**FUND 22 - DRUG ENFORCEMENT**

	<b>\$</b>	<b>4,400.00</b>
22-A-01 Drug Enforcement	\$	4,400.00

**FUND 30 - CAPITAL EXPENDITURES**

	<b>\$</b>	<b>-</b>
30-A-05 Township Match	\$	-
30-A-06 OPWC Grant	\$	-

	<b>\$</b>	<b>4,135,663.03</b>
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RESOLUTION TO PROVIDE HEALTH CARE INSURANCE POLICIES  
FOR TOWNSHIP OFFICERS AND EMPLOYEES

moved by Trustee Hobbs seconded Trustee Parke

WHEREAS, the Board of Township Trustees, pursuant to Ohio Rev. Code 505.60, is empowered to procure or contract for group health insurance for themselves, the clerk, and the township's employees; and

WHEREAS, the Board of Township Trustees desires to procure a township group insurance plan for themselves, the clerk, and the township's employees;

NOW THEREFORE BE IT RESOLVED the Board of Trustees of Barrett Township, Trumbull County, State of Ohio, by this resolution shall procure and pay all or part of the cost of insurance policies providing uniform group health care services to all [full-time] or [~~full-time and part-time~~] employees; the trustees and the clerk as township officials, [ optional - and said employees and officials dependents ].

Section 1

The purpose of this resolution is to give notice that the Township of Warren shall offer all its trustees, clerk, [full-time] or [~~full-time and part-time~~] employees and said officials and employees dependents] group health care insurance premiums charged by insurance companies contracted for such purpose.

Section 2

The township shall offer all township trustees, the clerk, [full-time] or [~~full-time and part-time~~] employees and said officials and employees dependents] for those health care benefits listed in Ohio Rev. Code 505.60. The benefits provided pursuant to Ohio Rev. Code Section 505.60, are the following:

- [ ] - Hospitalization
- [ ] - Surgical Care
- [ ] - Major Medical Care
- [ ] - Disability
- [ ] - Dental Care
- [ ] - Eye Care
- [ ] - Medical Care
- [ ] - Hearing Aids
- [ ] - Prescription Drugs
- [ ] - Sickness and Accident
- [ ] - Long Term Care per Ohio Rev. Code Section 124.841

Section 3

Any township officer or employee may refuse to accept said insurance coverage without affecting the availability of such insurance coverage to other township officers or employees.

Section 4

The Board may also provide the benefits described above through an individual self-insurance program or a joint self insurance program as provided in Ohio Rev. Code Section 9.833

Section 5

If any township officer or employee is denied coverage under a health care plan procured herein or if a township officer or employee elects not to participate in the township's health care plan, the township may reimburse the officer or employee for each out of pocket premium that the officer or employee incurs for insurance policies described in section 2 that the officer or employee otherwise obtains but not to exceed an amount equal to the average premium paid by the township for other officers and employees for policies it procures under section 2.

ROLL CALL:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

ADOPTING RESOLUTION

The undersigned authorized representative of Bazetta Township (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on 12-30-15, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended 457 Plan and Trust effective January 1, 2016, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of Bazetta Township OAPFF 457 Plan as amended and restated and the Summary of 457 Provisions, which are hereby approved and adopted.

Date: 12-30-15

Signed: 

Rita K. Drew Fiscal officer  
[print name/title]



**BAZETTA TOWNSHIP OAPFF 457 PLAN**

**PARTICIPANT LOAN POLICY**

Bazetta Township OAPFF 457 Plan permits loans to be made to Participants, their beneficiaries, and alternate payees pursuant to a written loan policy. All references to Participants in this loan policy include Participants who are active employees.

The Plan Administrator is authorized to administer the Participant loan policy. A Participant must apply to the Plan Administrator for a loan in the manner set forth by the Plan Administrator.

1. **LOAN APPLICATION/BORROWER QUALIFICATION.** Any Participant may apply for a loan from the Plan. A Participant must apply for each loan with an application which specifies the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

All loan applications will be considered by the Plan Administrator within a reasonable time after the Participant applies for the loan.

2. **LOAN LIMITATIONS.** The Plan Administrator will not approve any loan to a Participant in an amount which exceeds 50% of his or her nonforfeitable account balance. The maximum aggregate dollar amount of loans outstanding to any Participant may not exceed \$50,000, reduced by the excess of the Participant's highest outstanding Participant loan balance during the 12-month period ending on the date of the loan over the Participant's current outstanding Participant loan balance on the date of the loan. With regard to any loan made pursuant to this loan policy, the following rule(s) and limitation(s) will apply, in addition to such other requirements set forth in the Plan:

- No loan in an amount less than \$1,000 will be granted to any Participant.
- A Participant can have One loan(s) currently outstanding from the Plan.
- Loan refinancing is not permitted.
- Loans will be permitted for any reasonable purpose.

3. **EVIDENCE AND TERMS OF LOAN.** The Plan Administrator will document every loan in the form of a promissory note signed by the Participant for the face amount of the loan, together with a commercially reasonable rate of interest.

Any loan granted or renewed under this policy will bear an interest rate equal to 2% above the prime rate.

The loan must provide at least quarterly payments under a level amortization schedule. If the Participant is currently employed by the Employer, the Plan Administrator will require the Participant receiving a loan from the Plan to enter into either a payroll deduction or an ACH agreement to repay the loan.

The Plan Administrator will fix the term for repayment of any loan, however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the Participant will use as a principal residence. The term for a home loan will be 15 years.

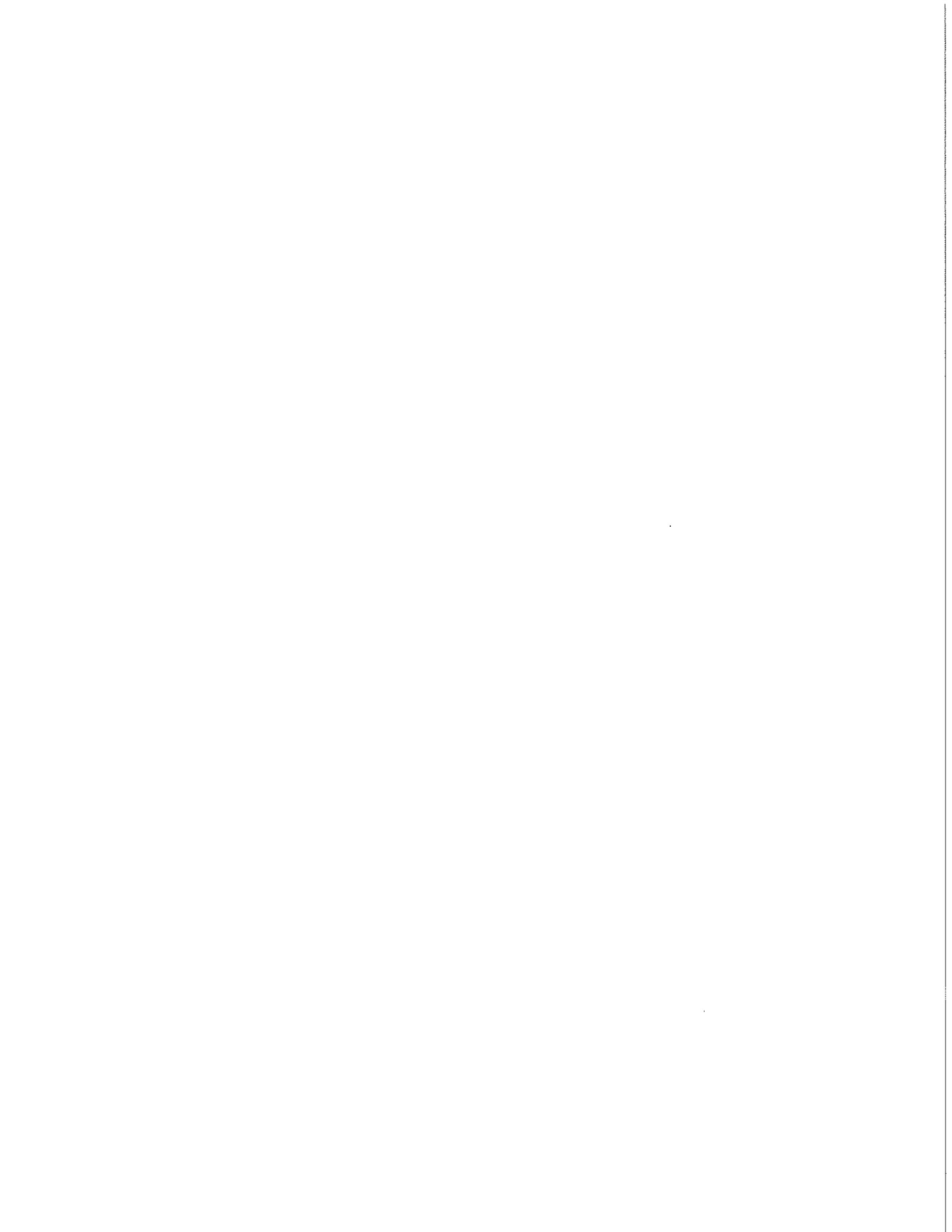
All loans will be considered a directed investment from the account(s) of the Participant maintained under the Plan. As such, all payments of principal and interest made by the Participant will be credited only to the account(s) of such Participant.

A loan, if not otherwise due and payable, is due and payable on the date of the Participant's termination of employment with the Employer unless the Participant is a "party in interest" as described above.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the promissory note. Nothing in this loan policy restricts the Employer's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a Participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the Participant.

4. **SECURITY FOR LOAN.** The Plan will require that adequate security be provided by the Participant before a loan is granted. For this purpose, the Plan will consider a Participant's interest under the Plan (account balance) to be adequate security. However, in no event will more than 50% of a Participant's vested interest in the Plan (determined immediately after origination of the loan) be used as security for the loan. Generally, it will be the policy of the Plan not to make loans which require security other than the Participant's vested interest in the Plan. However, if additional security is necessary to adequately secure the loan, then the Plan Administrator will require that such security be provided before the loan will be granted.



Participant Loan Policy

5. **FORM OF PLEDGE.** The pledge and assignment of a Participant's account balances will be in the form prescribed by the Plan Administrator.
6. **LEAVE OF ABSENCE/SUSPENSION OF PAYMENT.** The Plan Administrator will suspend loan repayments for a period not exceeding one year which occurs during an approved leave of absence, either without pay from the Employer or at a rate of pay (after applicable employment tax withholdings) that is less than the amount of the installment payments required under the terms of the loan. The Plan Administrator will provide the Participant with a written explanation of the effect of the leave of absence upon his or her Plan loan.
7. **PAYMENTS AFTER LEAVE OF ABSENCE.** When payments resume following a payment suspension in connection with a leave of absence authorized above, the Participant will select one of the following methods to repay the loan, plus accumulated interest:

- The Participant will increase the amount of the required installments to an amount sufficient to amortize the remaining balance of the loan, plus accrued interest, over the remaining term of the loan.
- The Participant will pay a balloon payment of the remaining unpaid principal and interest, at the conclusion of the term of the loan as determined in the promissory note.
- The Participant may extend the maturity of the loan and re-amortize the payments over the remaining term of the loan. In no event will the amount of the adjusted installment payment be less than the amount of the installment payment provided under the promissory note. In the case of a non-military leave of absence, the revised term of the loan will not exceed the maximum term permitted under item 3 above. In the case of a military leave of absence, the revised term of the loan will not exceed the maximum term permitted under item 3 above, augmented by the time the Participant was actually in United States military service.

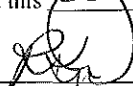
8. **DEFAULT.** The Plan Administrator will treat a loan as in default if:

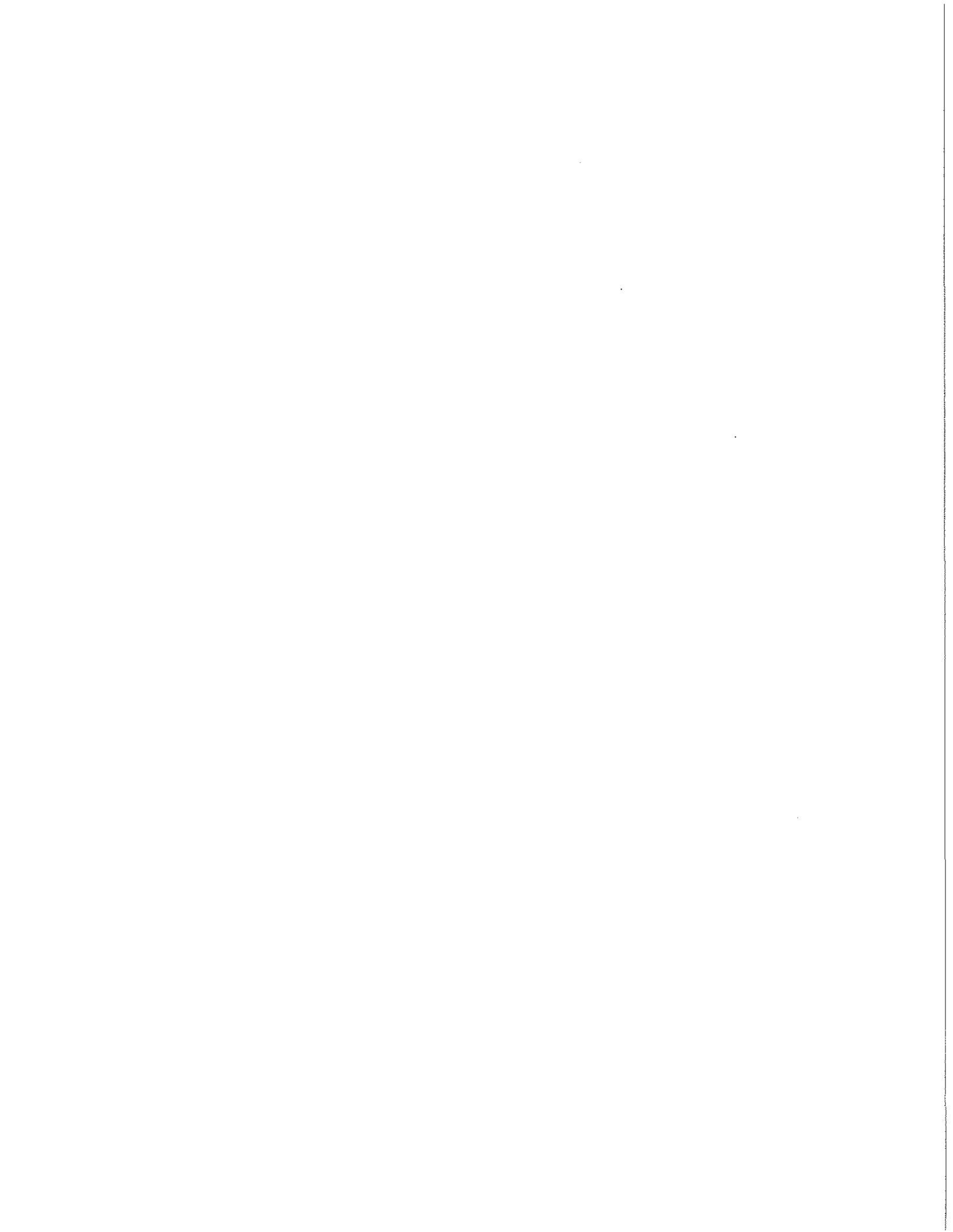
- any scheduled payment is missed (no grace period)
- any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the Participant missed the scheduled payment

Upon default, the Participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the note. If the loan remains in default, the Plan Administrator will offset the Participant's vested account balances by the outstanding balance of the loan to the extent permitted by law. The Plan Administrator will treat the note as repaid to the extent of any permissible offset. Pending final disposition of the note, the Participant remains obligated for any unpaid principal and accrued interest.

9. **FEES.** If you apply for a loan, you will be charged for Plan expenses associated with the loan. The application fee (including processing and document preparation) is \$50.00. The annual maintenance fee is \$50.00. All fees are subject to change.

Adopted this 20<sup>th</sup> day of December, 2015. This loan policy may be amended from time to time.

  
Signature of Plan Administrator  
Bazetta Township OAPFF 457 Plan  
Rita K. Drew, Fiscal officer



**ADOPTION AGREEMENT FOR  
ELIGIBLE GOVERNMENTAL 457 PLAN**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**

Name: Bazetta Township

Address: 3372 St Route #5  
Street

Cortland Ohio 44410  
City State Zip

Telephone: 330-637-8816

Taxpayer Identification Number (TIN): 34-0939309

2. **PLAN NAME.**

Name: Bazetta Township OAPFF 457 Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable); [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013."] ]

- a.  **December 31.**
- b.  **Plan Year:** ending: \_\_\_\_\_.
- c.  **Short Plan Year:** commencing: \_\_\_\_\_ and ending: \_\_\_\_\_.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):

- a.  **New Plan.**
- b.  **Restated Plan.** The Plan is a substitution and amendment of an existing 457 plan.

**Initial Effective Date of Plan**

- c.  January 1, 2006 (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

**Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)**

- d.  January 1, 2016 (enter month day, year)

**Special Effective Dates: (optional)**

- e.  **Describe:** \_\_\_\_\_

5. **CONTRIBUTION TYPES.** (If this is a frozen Plan (i.e., all contributions have ceased), choose a. only):

**Frozen Plan**

- a.  **Contributions cease.** All Contributions have ceased or will cease (Plan is frozen).
1. Effective date of freeze: \_\_\_\_\_ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan.]

**Contributions.** The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

- b.  **Pre-Tax Elective Deferrals.** The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable.):

And will Matching Contributions be made with respect to Elective Deferrals?

1.  **Yes.** See Question 16.

2.  **No.**

And will **Roth Elective Deferrals** be made?

3.  **Yes.** [Note: The Employer may not limit Deferrals to Roth Deferrals only.]

4.  **No.**

- c.  **Nonelective Contributions.** See Question 17.

- d.  **Rollover Contributions.** See Question 30.

6. **EXCLUDED EMPLOYEE (1.10).** The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

- a.  **No exclusions.** All Employees are eligible to participate.

- b.  **Exclusions.** The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1.  **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than \_\_\_\_\_ hours per week.

2.  **Hourly-paid Employees.**

3.  **Leased Employees.** The Plan excludes Leased Employees.

4.  **Specify:** \_\_\_\_\_

7. **INDEPENDENT CONTRACTOR (1.16).** The Plan (Choose one of a., b. or c.):

- a.  **Participate.** Permits Independent Contractors to participate in the Plan.

- b.  **Not Participate.** Does not permit Independent Contractors to participate in the Plan.

- c.  **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: \_\_\_\_\_

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. **COMPENSATION (1.05).** Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

**Base Definition** (Choose one of a., b. or c.):

- a.  Wages, tips and other compensation on Form W-2.

- b.  Code §3401(a) wages (wages for withholding purposes).

- c.  415 safe harbor compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§401(k), 125,132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

**Modifications to Compensation definition.** The Employer elects to modify the Compensation definition as follows (Choose one of d. or e.):

- d.  **No modifications.** The Plan makes no modifications to the definition.

- e.  **Modifications** (Choose one or more of 1. through 5.):

1.  **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.

2.  **Elective Contributions.** [1.05(E)] The Plan excludes a Participant's Elective Contributions.

3.  **Bonuses.** The Plan excludes bonuses.

4.  **Overtime.** The Plan excludes overtime.

5.  **Specify:** \_\_\_\_\_

**Compensation taken into account.** For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (*Choose one of f. or g.*):

f.  **Plan Year.** The Employee's Compensation for the entire Plan Year.

g.  **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

9. **POST-SEVERANCE COMPENSATION (1.05(F)).** Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (*Choose one of a. or b.*):

a.  **None.** The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b.  **Adjustments.** The following Compensation adjustments apply (*Choose one or more*):

1.  **Regular Pay.** Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.

2.  **Leave-Cashouts.** Post-Severance Compensation will include Regular Pay and Leave Cashouts and it will apply to all Contribution Types.

3.  **Nonqualified Deferred Compensation.** Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.

4.  **Salary Continuation for Disabled Participants.** Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.

5.  **Differential Wage Payments.** Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.

6.  **Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group:** \_\_\_\_\_

10. **NORMAL RETIREMENT AGE (1.20).** A Participant attains Normal Retirement Age under the Plan (*Choose one of a. or b.*):

a.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]

b.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age 65 and may not be later than age 70. [Note: The age may not exceed age 70 1/2.]

**Special Provisions for Police or Fire Department Employees** (*Choose c. and/or d. as applicable*):

c.  **Police department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):

1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]

2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [Note: The age may not exceed age 70 1/2.]

d.  **Fire department employees.** [Plan Section 3.05(B)(3)] (*Choose 1. or 2.*):

1.  **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age \_\_\_\_\_. [Note: The age may not exceed age 70 1/2 and may not be less than age 40.]

2.  **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age \_\_\_\_\_ (no earlier than age 40) and may not be later than age \_\_\_\_\_. [Note: The age may not exceed age 70 1/2.]

11. **ELIGIBILITY CONDITIONS (2.01).** (*Choose one of a. or b.*):

a.  **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b.  **Eligibility conditions.** To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (*Choose one or more of 1., 2. or 3.*):

1.  **Age.** Attainment of age \_\_\_\_\_.

2.  **Service.** Service requirement (*Choose one of a. or b.*):
- a.  **Year of Service.** One year of Continuous Service.
- b.  **Months of Service.** \_\_\_\_\_ month(s) of Continuous Service.

3.  **Specify:** \_\_\_\_\_.

12. **PLAN ENTRY DATE (1.24).** "Plan Entry Date" means the Effective Date and (*Choose one of a. through d.*):

- a.  **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- b.  **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.
- c.  **Date of hire.** The Employee's employment commencement date with the Employer.
- d.  **Specify:** \_\_\_\_\_.

13. **SALARY REDUCTION CONTRIBUTIONS (1.30).** A Participant's Salary Reduction Contributions under Election 5b, are subject to the following limitation(s) in addition to those imposed by the Code (*Choose one of a. or b.*):

- a.  **No limitations.**
- b.  **Limitations.** (*Choose one or more of 1., 2. or 3.*):
1.  **Maximum deferral amount.** A Participant's Salary Reductions may not exceed: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
2.  **Minimum deferral amount.** A Participant's Salary Reductions may not be less than: \_\_\_\_\_ (*specify dollar amount or percentage of Compensation*).
3.  **Specify:** \_\_\_\_\_.

[*Note: Any limitation the Employer elects in b.1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.*]

**Special NRA Catch-Up Contributions (3.05).** The Plan (*Choose one of c. or d.*):

- c.  **Permits.** Participants may make NRA catch-up contributions.  
**AND, Special NRA Catch-Up Contributions** (*Choose one of 1. or 2.*):
1.  will be taken into account in applying any matching contribution under the Plan.
2.  will not be taken into account in applying any matching contribution under the Plan.
- d.  **Does not permit.** Participants may not make NRA catch-up contributions.

**Age 50 Catch-Up Contributions (3.06).** The Plan (*Choose one of e. or f.*):

- e.  **Permits.** Participants may make age 50 catch-up contributions.
- f.  **Does not permit.** Participants may not make age 50 catch-up contributions.

14. **SICK, VACATION AND BACK PAY (3.02(A)).** The Plan (*Choose one of a. or b.*):

- a.  **Permits.** Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
- b.  **Does Not Permit.** Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. **AUTOMATIC ENROLLMENT (3.02(B)).** Does the Plan provide for automatic enrollment (*Choose one of the following*) [*Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete AMENDMENT FOR ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)*]:

- a.  **Does not apply.** Does not apply the Plan's automatic enrollment provisions.
- b.  **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold \_\_\_\_\_% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of 1. through 3.*):
1.  **All Participants.** All Participants who as of \_\_\_\_\_ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.
2.  **New Participants.** Each Employee whose Plan Entry Date is on or following: \_\_\_\_\_.



3.  Describe Application of Automatic Deferrals: \_\_\_\_\_

c.  EACA. The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete amendment.

16. **MATCHING CONTRIBUTIONS (3.03).** The Employer Matching Contributions is (Choose one or more of a. through d.):

- a.  **Fixed formula.** An amount equal to \_\_\_\_\_ of each Participant's Salary Reduction Contributions.
- b.  **Discretionary formula.** An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.
- c.  **Tiered formula.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

**NOTE:** Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____ %
Next _____	_____ %
Next _____	_____ %
Next _____	_____ %

d.  Specify: \_\_\_\_\_

**Time Period for Matching Contributions.** The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

- e.  **Plan Year.**
- f.  **Plan Year quarter.**
- g.  **Payroll period.**
- h.  **Specify:** \_\_\_\_\_

**Salary Reduction Contributions Taken into Account.** In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of i. through l.):

- i.  **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.
- j.  **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding \_\_\_\_\_% of the Participant's Compensation.
- k.  **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.
- l.  **Specify:** \_\_\_\_\_

**Allocation Conditions.** To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of m. or n.):

- m.  **No allocation conditions.**
- n.  **Conditions.** The following allocation conditions apply to Matching Contributions (Choose one or more of 1. through 4.):
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  - 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  - 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  - 4.  **Specify:** \_\_\_\_\_

17. **NONELECTIVE CONTRIBUTIONS (1.19).** The Nonelective Contributions under Election 5c. are made as follows: *(Choose one):*
- a.  **Discretionary - Pro-Rata.** An amount the Employer in its sole discretion may determine.
  - b.  **Fixed - Pro Rata.** \_\_\_\_\_% of Compensation.
  - c.  **Other.** A Nonelective Contribution may be made as follows:  
\_\_\_\_\_

**Allocation Conditions. (3.08).** To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) *(Choose one of d. or e.):*

- d.  **No allocation conditions.**
- e.  **Conditions.** The following allocation conditions apply to Nonelective Contributions *(Choose one or more of 1. through 4.):*
  - 1.  **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: \_\_\_\_\_.
  - 2.  **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.
  - 3.  **Limited Severance Exception.** Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.
  - 4.  **Specify:** \_\_\_\_\_.

18. **TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02).** The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

**Timing.** The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account *(Choose one of a. through e.):*

- a.  **Specified Date.** \_\_\_\_\_ days after the Participant's Severance from Employment.
- b.  **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.
- c.  **Designated Plan Year.** As soon as administratively practicable in the \_\_\_\_\_ Plan Year beginning after the Participant's Severance from Employment.
- d.  **Normal Retirement Age.** As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.
- e.  **Specify:** \_\_\_\_\_.

**Method.** The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution *(Choose one or more of f. through j. as applicable):*

- f.  **Lump sum.** A single payment.
- g.  **Installments.** Multiple payments made as follows: \_\_\_\_\_.
- h.  **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.
- i.  **Annuity distribution option(s):** \_\_\_\_\_.
- j.  **Specify:** \_\_\_\_\_.

**Participant Election.** [Plan Sections 4.02(A) and (B)] The Plan *(Choose one of k., l. or m.):*

- k.  **Permits.** Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).
- l.  **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.
- m.  **Specify:** \_\_\_\_\_.

**Mandatory Distributions.** Notwithstanding any other distribution election, following Severance from Employment *(Choose n. or o.):*

- n.  **No Mandatory Distributions.** The Plan will not make a Mandatory Distribution.
- o.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.
  - 1.  **Mandatory Distribution.** If the Participant's Vested Account is not in excess of \$ 1000 as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

**Exclusion of rollovers in determination of \$5,000 threshold.** In determining the \$5,000 threshold (or other dollar threshold above), rollover contributions will be:

- p.  included.  
 q.  excluded.

19. **BENEFICIARY DISTRIBUTION ELECTIONS.** Distributions following a Participant's death will be made as follows (*Choose one of a. through d.*):

- a.  **Immediate.** As soon as practical following the Participant's death.  
 b.  **Next Calendar Year.** At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death.  
 c.  **As Beneficiary elects.** At such time as the Beneficiary may elect, consistent with Section 4.03.  
 d.  **Describe:** \_\_\_\_\_

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, (e.g., a surviving spouse). However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. **DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05).** A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (*Choose one of a. or b.*):

- a.  **None.** A Participant may not receive a distribution prior to Severance from Employment.  
 b.  **Distributions.** Prior to Severance from Employment are permitted as follows (*Choose one or more of 1. through 4.*):  
 1.  **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A).  
 2.  **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (*Choose one of a., b. or c.*):  
 a.  **Participant election.** The Participant may elect to receive all or any portion of his/her Account.  
 b.  **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.  
 c.  **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$\_\_\_\_\_ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$\_\_\_\_\_ but that does not exceed \$5,000.  
 3.  **Age 70 1/2.** A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.  
 4.  **Specify:** \_\_\_\_\_

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. **QDRO (4.06).** The QDRO provisions (*Choose one of a., b. or c.*):

- a.  **Apply.**  
 b.  **Do not apply.**  
 c.  **Specify:** \_\_\_\_\_

22. **ALLOCATION OF EARNINGS (5.07(B)).** The Plan allocates Earnings using the following method (*Choose one or more of a. through f.*):

- a.  **Daily.** See Section 5.07(B)(4)(a).  
 b.  **Balance forward.** See Section 5.07(B)(4)(b).  
 c.  **Balance forward with adjustment.** See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period \_\_\_\_\_% of the contributions made during the following Valuation Period: \_\_\_\_\_  
 d.  **Weighted average.** See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is \_\_\_\_\_  
 e.  **Directed Account method.** See Section 5.07(B)(4)(e).

f.  Describe Earnings allocation method: \_\_\_\_\_

[Note: The Employer under Election 22f. may describe Earnings allocation methods from the elections available under Election 22 and/or a combination thereof as to any: (i) Participant group (e.g., Daily applies to Division A Employees OR to Employees hired after "x" date. Balance forward applies to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., Daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., Balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS (1.31(C)(3)/3.13).** The Employer elects to (Choose one of a. or b. and c. or d.):

**Continued Benefit Accruals.**

- a.  Not apply the benefit accrual provisions of Section 3.13.
- b.  Apply the benefit accrual provisions of Section 3.13.

**Distributions for deemed severance of employment (1.31(C)(3))**

- c.  The Plan does NOT permit distributions for deemed severance of employment
- d.  The Plan permits distributions for deemed severance of employment

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE (5.11).** A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture, it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

- a.  **100% Vested/No Risk of Forfeiture.** Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:
  - 1.  All Contributions. (skip to 25.)
  - 2.  Only the following contributions. (select all that apply):
    - a.  Salary Reduction Contributions.
    - b.  Nonelective Contributions.
    - c.  Matching Contributions.
- b.  **Forfeiture under Vesting Schedule.** Vested according to the following:

**Contributions affected.** The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

- 1.  Salary Reduction Contributions.
- 2.  Nonelective Contributions.
- 3.  Matching Contributions.
- 4.  Vesting Schedule.

Years of Service	Vested Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

**For vesting purposes, a "Year of Service" means:**

5. \_\_\_\_\_

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c.  **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

**Contributions affected.** The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2. or 3.):

- 1.  Salary Reduction Contributions.
- 2.  Nonelective Contributions.

3.  **Matching Contributions.**

**Risk Provisions:** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (*Choose one of 4. or 5.*):

4.  The Participant must remain employed by the Employer until \_\_\_\_\_, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

5.  **Specify:** \_\_\_\_\_

**Additional Provisions** (*Choose d. if applicable*)

d.  **Specify:** \_\_\_\_\_

**FORFEITURE ALLOCATION.** [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures (*Choose one of the following*):

e.  **Additional Contributions.** As the following contribution type (*Choose one of 1. or 2.*):

1.  **Nonelective.** As an additional Nonelective Contribution.

2.  **Matching.** As an additional Matching Contribution.

f.  **Reduce Fixed Contributions.** To reduce the following fixed contribution (*Choose one of 1. or 2.*):

1.  **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

2.  **Matching.** To reduce the Employer's fixed Matching Contribution.

g.  **Specify:** \_\_\_\_\_

25. **TRUST PROVISIONS.** The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a.  **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: \_\_\_\_\_. The remaining Article VIII provisions apply.

b.  **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. **CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16).** The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (*Choose a. or b., c. if applicable*):

a.  **Custodial account(s).**

b.  **Annuity contract(s).**

c.  **Specify:** \_\_\_\_\_

[*Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.*]

27. **VALUATION.** In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (*Choose one of a. or b.*):

a.  **No additional Valuation Dates.**

b.  **Additional Valuation Dates.** (*Choose one or more of 1., 2. or 3.*):

1.  **Daily Valuation Dates.** Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee is conducting business.

2.  **Last day of a specified period.** The last day of each \_\_\_\_\_ of the Plan Year.

3.  **Specified Valuation Dates:** \_\_\_\_\_

[*Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and/or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after "x" date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on/before "x" date.); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]*

28. **TRUSTEE** (Select all that apply; leave blank if not applicable.):

- a.  Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____

**Address and Telephone number** (Choose one of 1. or 2.):

- 1.  Use Employer address and telephone number.
- 2.  Use address and telephone number below:

Address: \_\_\_\_\_  
Street

\_\_\_\_\_

City State Zip

Telephone: \_\_\_\_\_

- b.  Corporate Trustee

Name: UMB Bank, n.a. c/o Security Benefit

Address: 30 Dan Road Suite 55976

Street

Canton Massachusetts 02021-2809

City State Zip

Telephone: (800) 747-3942

**AND**, the Corporate Trustee shall serve as:

- c.  a Directed (nondiscretionary) Trustee over all Plan assets except for the following:  
\_\_\_\_\_
- d.  a Discretionary Trustee over all Plan assets except for the following:  
\_\_\_\_\_

29. **PLAN LOANS (5.02(A))**. The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

- a.  Does not permit.
- b.  Permitted pursuant to the Loan Policy.

30. **ROLLOVER CONTRIBUTIONS (3.09)**. The Plan permits Rollover Contributions subject to approval by the Plan Administrator and as further described below:

**Who may roll over** (Choose one of a. or b.):

- a.  Participants only.
- b.  Eligible Employees or Participants.

**Sources/Types**. The Plan will accept a Rollover Contribution (Choose one of c. or d.):

- c.  All. From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.
- d.  Limited. Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:  
\_\_\_\_\_


**Distribution of Rollover Contributions** (Choose one of e., f. or g.):

- e.  **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.
- f.  **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.
- g.  **Specify:** \_\_\_\_\_

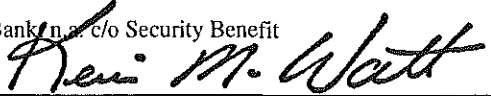
A handwritten signature in dark ink, appearing to be "John M. Smith", is written over the horizontal line of option g.

This Plan is executed on the date(s) specified below:

**Use of Adoption Agreement.** Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer's Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER: Bazetta Township  
By:  Rita K. Drew  
Fiscal Officer

12-30-15  
DATE SIGNED

UMB Bank n.a. c/o Security Benefit  
 Kevin M. Watt  
TRUSTEE

12-9-15  
DATE SIGNED



**BAZETTA TOWNSHIP OAPFF 457 PLAN**  
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## **BAZETTA TOWNSHIP OAPFF 457 PLAN**

### **SUMMARY OF 457 PLAN PROVISIONS**

#### **INTRODUCTION TO YOUR PLAN**

Bazetta Township OAPFF 457 Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

#### **ARTICLE I PARTICIPATION IN THE PLAN**

##### **Am I eligible to participate in the Plan?**

All employees are eligible once they satisfy the eligibility conditions described in the next question.

Independent contractors are not eligible to participate in the Plan.

##### **When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will be eligible on your date of hire. You will actually enter the Plan once you reach the entry date as described in the next question.

##### **When is my entry date?**

Provided you are an eligible employee, you may begin participating in the Plan once you have satisfied the eligibility requirements and reached your "entry date." Your entry date is the first day of the month coinciding with or next following the date you satisfy the Plan's eligibility requirements.

#### **ARTICLE II CONTRIBUTIONS**

##### **What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

As a participant under the Plan, you may elect to reduce your compensation by a specific percentage or dollar amount and have that amount contributed to the Plan. The Plan refers to this as an "elective deferral." There are two types of elective deferrals, pre-tax deferrals and Roth deferrals. For purposes of this summary "deferrals" or "elective deferrals" generally means both pre-tax deferrals and Roth deferrals.

If you make pre-tax deferrals, your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Federal income taxes on the pre-tax deferral contributions and on the earnings are only postponed.

If you elect to make Roth deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the Roth deferrals and, if you meet certain conditions, the earnings on the Roth deferrals are not subject to federal income taxes when distributed to you. This means that the earnings on the Roth deferrals may never be subject to Federal income tax. See "What are my tax consequences when I receive a distribution from the Plan?"

Both your pre-tax and Roth deferrals will be subject to Social Security taxes at the time of your deferral.

**Is there a limit on the amount of elective deferrals that can be made each year?**

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. The Administrator will notify you of the maximum percentage you may defer.

You may not make deferrals from your accumulated sick pay, from accumulated vacation pay or from back pay.

Your total elective deferrals in any calendar year may not exceed a certain dollar limit which is set by law ("elective deferral limit"). The elective deferral limit for 2015 is \$18,000. After 2015, the elective deferral limit may increase for cost-of-living adjustments.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and your salary deferrals exceed the elective deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2015 is \$6,000. After 2015, the maximum age 50 catch-up contribution limit may increase for cost-of-living adjustments.

Instead of the "age 50-catch-up deferrals" there is an alternative catch-up limit that is available in the three years prior to your normal retirement age. This increased limit (called "Special NRA Catch-Up Contributions") is designed to allow make-up contributions for prior years when contributions to the plan were less than the maximum contribution that could have been made in those years. The additional catch-up amount is equal to the difference between the amounts that could have been contributed in the prior years less the amounts that actually were contributed in those years. However, the additional catch-up for the year cannot exceed the general limit for the year. Thus, if you are entitled to the full Special NRA Catch-up Contribution, your contributions in the last three years prior to your normal retirement age cannot exceed two times the regular elective deferral limit for the year.

**How do I make an election to defer?**

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a salary reduction agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election must be made prior to the first day of a calendar month in which you wish to defer and will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

**Will the Employer contribute to the Plan?**

Each year, in addition to depositing your elective deferrals, the Employer may contribute.

The matching contribution also applies to your Special NRA Catch-Up Contributions.

**What are rollover contributions?**

**Rollover contributions.** If you are a Participant or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this SPD entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

**What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. The Plan takes into account elective deferrals to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

- Compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment

- Compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment

For the Plan Year in which you first participate, for any contributions other than salary reductions, we take into account compensation after you enter the Plan for your first Plan Year of participation, then Plan Year compensation for Plan Years that follow.

### **ARTICLE III DISTRIBUTIONS**

#### **When will I be entitled to a distribution from the Plan?**

Distributions under the Plan may generally not be made prior to the earlier of your attainment of age 70 1/2 or your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If you terminate employment for any reason and at any age (including retirement), then you will be entitled to a distribution within a reasonable time after you terminate employment. (See the question "How will my benefits be paid?" for a further explanation of how benefits are paid from the Plan.)

If your benefit does not exceed \$1000 then the distribution will automatically be paid to you as soon as administratively practical following your termination of employment. If your benefit exceeds \$1000, then you will be given the opportunity to elect to defer payment of the benefit, subject to certain limitations. In determining whether your vested account balance exceeds the \$1000 threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

If the Plan Administrator approves, you (1) may elect to postpone distribution of your benefit to any fixed or determinable date including, but not beyond, your "required beginning date" described below; and (2) you may elect the method of payment.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

**Distributions while on military duty.** If you are on active military duty for more than 30 days, then the Plan treats you as having terminated employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed termination of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

#### **Required beginning date.**

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

#### **What is the Plan's normal retirement age?**

You will attain your normal retirement age when you reach the age that you designate, which may not be earlier than age 65 and may not be later than age 70.

#### **What is my vested interest in my account?**

You are always 100% vested in all your accounts under our plan.

#### **How will my benefits be paid?**

You may, subject to the approval of the Plan Administrator, elect to receive your distribution under one of the methods described below:

- a single lump-sum payment.
- installments over your life expectancy, but only if you are required to take distributions under the law because you reached your "required beginning date" (generally the later of age 70 1/2 or the date you terminate employment).
- Any other method agreed to by the Administrator.

**May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). For this purpose, your Roth deferral account is treated separately.

**What happens if I get divorced?**

The Administrator will honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

**ARTICLE IV  
DEATH BENEFITS**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose. If you are married, your spouse will be the beneficiary of the death benefit, unless you elect to change the beneficiary.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid in the following order, unless the investment provider's documentation says otherwise:

- (a) Your surviving spouse;
- (b) Your children, including adopted children, and if a child dies before you, to their children, if any;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

**When will the death benefit be paid to my beneficiary?**

Your death benefit will be paid to your beneficiary and payment will begin as soon as practicable after your death. See the Plan Administrator for further details.

You should immediately report any change in your marital status to the Administrator. If you have specifically named your spouse as your beneficiary on a designation form, then the designation will be invalid upon your divorce.

**What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to any remaining benefits that you were entitled to as of the date of your death.

**ARTICLE V  
IN-SERVICE DISTRIBUTIONS**

**Can I withdraw money from my account while working for the Employer?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may receive a distribution if you have an "unforeseeable emergency," which is severe financial hardship resulting from an accident or illness to you, your spouse or dependent(s), a loss of property due to casualty, or other extraordinary and unforeseeable circumstances beyond your control.

You may request a distribution of up to your entire account once you reach age 70 1/2.

**ARTICLE VI  
TAX TREATMENT OF DISTRIBUTIONS**

**What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

If you receive distribution of a Roth deferral, since you paid current federal income tax on the deferral contribution in the year of deferral, the deferrals are not subject to federal income taxes when distributed to you. The earnings on Roth deferrals are also tax free upon distribution if you receive a "qualified distribution" from your Roth deferral account.

In order to be a "qualified distribution," the distribution must occur after one of the following: (1) your attainment of age 59 1/2, (2) your disability, or (3) your death. In addition, the distribution must occur after the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into the Plan) and ending on the last day of the calendar year that is 5 years later. For example, if you made your first Roth deferral under this Plan on November 30, 2012, your participation period would end on December 31, 2016. This means that you could take a qualified distribution as early as January 1, 2017. It is not necessary that you make a Roth contribution in each of the five years.

If a distribution from your Roth deferral account is not a qualified distribution, the earnings distributed with the Roth deferrals will be taxable to you at the time of distribution (unless you roll over the distribution to another 457(b) plan, a Roth IRA, or a 401(k) plan that will accept the rollover). In addition, in some cases, there may be a 10% excise tax on the earnings that are distributed.

**Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

**ARTICLE VII  
LOANS**

**Is it possible to borrow money from the Plan?**

Yes. Loans are permitted in accordance with the Plan Loan Policy. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

**ARTICLE VIII  
CLAIMS AND BENEFITS**

**Can the Plan be amended?**

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.



**What happens if the Plan is discontinued or terminated?**

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

**How do I submit a claim for Plan benefits?**

Benefits may be paid to you and your beneficiaries without the necessity of formal claims. However, if you think an error has been made in determining your benefits, then you or your beneficiaries may make a request for any Plan benefits to which you believe you are entitled. Any such request should be in writing and should be made to the Plan Administrator.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

**ARTICLE IX  
GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is Bazetta Township OAPFF 457 Plan.

This Plan was originally effective on January 1, 2006. The amended and restated provisions of the Plan become effective on January 1, 2016.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

Valuations of the Plan are generally made daily.

The Plan will be governed by the laws of Ohio.

**Employer Information**

Your Employer's name, address, business telephone number, and identification number are:

Bazetta Township  
3372 St Route #5  
Cortland, Ohio 44410  
330-637-8816

34-0939309

**Administrator Information**

The Employer is the Plan Administrator. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

**Plan Funding Medium**

All money that is contributed to the Plan is held in custodial accounts.

UMB Bank, n.a. c/o Security Benefit  
30 Dan Road Suite 55976  
Canton, Massachusetts 02021-2809

(800) 747-3942

**ELIGIBLE 457 PLAN**

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**ARTICLE I  
DEFINITIONS**

1.01 "**Account**" means the separate Account(s) which the Plan Administrator or the Trustee maintains under the Plan for a Participant's Deferred Compensation. The Plan Administrator or Trustee may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

1.02 "**Accounting Date**" means the last day of the Plan Year. The Plan Administrator will allocate Employer contributions and forfeitures for a particular Plan Year as of the Accounting Date of that Plan Year, and on such other dates, if any, as the Plan Administrator determines, consistent with the Plan's allocation conditions and other provisions.

1.03 "**Beneficiary**" means a person who the Plan or a Participant designates and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Plan Administrator or Trustee has fully distributed to the Beneficiary his or her Plan benefit. A Beneficiary's right to (and the Plan Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

1.04 "**Code**" means the Internal Revenue Code of 1986, as amended.

1.05 "**Compensation**"

**(A) Uses and Context.** Any reference in the Plan to Compensation is a reference to the definition in this Section 1.05, unless the Plan reference, or the Employer in the Adoption Agreement, modifies this definition. Except as the Plan otherwise specifically provides, the Plan Administrator will take into account only Compensation actually paid during (or as permitted under the Code, paid for) the relevant period. A Compensation payment includes Compensation paid by the Employer through another person under the common paymaster provisions in Code §§3121 and 3306. In the case of an Independent Contractor, Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect to allocate contributions based on a Compensation within specified 12 month period which ends within a Plan Year.

**(B) Base Definitions and Modifications.** The Employer in the Adoption Agreement must elect one of the following base definitions of Compensation: W-2 Wages, Code §3401(a) Wages, or 415 Compensation. The Employer may elect a different base definition as to different Contribution Types. The Employer in the Adoption Agreement may specify any modifications thereto, for purposes of contribution allocations under Article III. If the Employer fails to elect one of the above-referenced definitions, the Employer is deemed to have elected the W-2 Wages definition.

**(1) W-2 Wages.** W-2 Wages means wages for federal income tax withholding purposes, as defined under Code §3401(a), plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Code

§§6041, 6051, and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(2) Code §3401(a) Wages (income tax wage withholding).** Code §3401(a) Wages means wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or the location of the employment or the services performed (such as the exception for agricultural labor in Code §3401(a)(2)).

**(3) Code §415 Compensation (current income definition/simplified compensation under Treas. Reg. §1.415(c)-2(d)(2)).** Code §415 Compensation means the Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

Code §415 Compensation does not include:

**(a) Deferred compensation/SEP/SIMPLE.** Employer contributions (other than Elective Deferrals) to a plan of deferred compensation (including a simplified employee pension plan under Code §408(k) or to a simple retirement account under Code §408(p)) to the extent the contributions are not included in the gross income of the Employee for the Taxable Year in which contributed, and any distributions from a plan of deferred compensation (whether or not qualified), regardless of whether such amounts are includible in the gross income of the Employee when distributed.

**(b) Option exercise.** Amounts realized from the exercise of a non-qualified stock option (an option other than a statutory option under Treas. Reg. §1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture under Code §83.

**(c) Sale of option stock.** Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option as defined under Treas. Reg. §1.421-1(b).

**(d) Other amounts that receive special tax benefits.** Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts under Code §125).

(e) **Other similar items.** Other items of remuneration which are similar to any of the items in Sections 1.11(B)(3)(a) through (d).

(4) **Alternative (general) 415 Compensation.** Under this definition, Compensation means as defined in Section 1.11(B)(3) but with the addition of: (a) amounts described in Code §§ 104(a)(3), 105(a), or 105(h) but only to the extent that these amounts are includible in Employee's gross income; (b) amounts paid or reimbursed by the Employer for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe these amounts are not deductible by the Employee under Code §217; (c) the value of a nonstatutory option (an option other than a statutory option under Treas. Reg. § 1.421-1(b)) granted by the Employer to the an Employee, but only to the extent that the value of the option is includible in the Employee's gross income for the Taxable Year of the grant; (d) the amount includible in the Employee's gross income upon the Employee's making of an election under Code §83(b); and (e) amounts that are includible in the Employee's gross income under Code §409A or Code §457(f)(1)(A) or because the amounts are constructively received by the Participant. [Note if the Plan's definition of Compensation is W-2 Wages or Code §3401(a) Wages, then Compensation already includes the amounts described in clause (e).]

(C) **Deemed 125 Compensation.** Deemed 125 Compensation means, in the case of any definition of Compensation which includes a reference to Code §125, amounts under a Code §125 plan of the Employer that are not available to a Participant in cash in lieu of group health coverage, because the Participant is unable to certify that he/she has other health coverage.

(D) **Modification to Compensation.** The Employer must specify in the Adoption Agreement the Compensation the Plan Administrator is to take into account in allocating Deferral Contributions to a Participant's Account. For all Plan Years other than the Plan Year in which the Employee first becomes a Participant, the Plan Administrator will take into account only the Compensation determined for the portion of the Plan Year in which the Employee actually is a Participant.

(E) **Elective Contributions.** Compensation under Section 1.05 includes Elective Contributions unless the Employer in the Adoption Agreement elects to exclude Elective Contributions. "Elective Contributions" are amounts excludible from the Employee's gross income under Code §§ 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457, and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457 plan.

(F) **Post-Severance Compensation.** Compensation includes Post-Severance Compensation to the extent the Employer elects in the Adoption Agreement or as the Plan otherwise provides. Post-Severance Compensation is Compensation paid after a Participant's Severance from Employment from the Employer, as further described in this Section 1.05(F). As the Employer elects, Post-Severance Compensation may include any or all of regular pay, leave cash-outs, or deferred compensation paid within the time period described in Section 1.05(F)(1), and may also include salary continuation for disabled Participants, all as defined below. Any other payment paid after Severance from Employment that is not described in this Section 1.05(F) is not Compensation even if payment is made within the time period described below. Post-Severance Compensation does not

include severance pay, parachute payments under Code §280G(b)(2) or payments under a nonqualified unfunded deferred compensation plan unless the payments would have been paid at that time without regard to Severance from Employment.

(1) **Timing.** Post-Severance Compensation includes regular pay, leave cashouts, or deferred compensation only to the extent the Employer pays such amounts by the later of 2 1/2 months after Severance from Employment or by the end of the Limitation Year that includes the date of such Severance from Employment.

(a) **Regular pay.** Regular pay means the payment of regular Compensation for services during the Participant's regular working hours, or Compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, but only if the payment would have been paid to the Participant prior to a Severance from Employment if the Participant had continued in employment with the Employer.

(b) **Leave cash-outs.** Leave cash-outs means payments for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued and if Compensation would have included those amounts if they were paid prior to the Participant's Severance from Employment.

(c) **Deferred compensation.** As used in this Section 1.05(F), deferred compensation means the payment of deferred compensation pursuant to an unfunded deferred compensation plan, if Compensation would have included the Deferred Compensation if it had been paid prior to the Participant's Severance from Employment, but only if the payment would have been paid at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

(2) **Salary continuation for disabled Participants.** Salary continuation for disabled Participants means Compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)).

(G) **Differential Wage Payments.** An individual receiving a Differential Wage Payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment and the Differential Wage Payment shall be treated as compensation for purposes of Code §457(b) and any other Internal Revenue Code section that references the definition of compensation under Code §415, including the definition of Includible Compensation as provided in Section 1.15.

1.06 "Deferral Contributions" means as the Employer elects on the Adoption Agreement, Salary Reduction Contributions, Nonelective Contributions and Matching Contributions. The Plan Administrator in applying the Code §457(b) limit will take into account Deferral Contributions in the Taxable Year in which deferred, or if later, in the Taxable Year in which the Deferral Contributions are no longer subject to a Substantial Risk of Forfeiture. The Plan Administrator in determining the amount of a Participant's Deferral Contributions disregards the net income, gain and loss attributable to Deferral Contributions unless the Deferral Contributions are subject to a Substantial Risk of Forfeiture. If a Deferral Contribution is subject to a Substantial Risk of Forfeiture, the Plan Administrator takes into the Deferral Contribution as adjusted

for allocable net income, gain or loss in the Taxable Year in which the Substantial Risk of Forfeiture lapses.

1.07 **"Deferred Compensation"** means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

1.08 **"Effective Date"** of this Plan is the date the Employer specifies in the Adoption Agreement. The Employer in the Adoption Agreement may elect special effective dates for Plan provisions the Employer specifies provided any such date(s) are permitted by the Code, by Treasury regulations, or by other applicable guidance.

1.09 **"Elective Deferrals"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-Tax Elective Deferrals and Roth Elective Deferrals.

1.10 **"Employee"** means an individual who provides services for the Employer, as a common law employee of the Employer. The Employer in the Adoption Agreement must elect or specify any Employee, or class of Employees, not eligible to participate in the Plan (an "Excluded Employee"). See Section 1.16 regarding potential treatment of an Independent Contractor as an Employee.

1.11 **"Employer"** means the entity specified in the Adoption Agreement, any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating Employer.

1.12 **"Employer Contribution"** means Nonelective Contributions or Matching Contributions.

1.13 **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.14 **"Excess Deferrals"** means Deferral Contributions to a Governmental Eligible 457 Plan or to a Tax-Exempt Organization Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

1.15 **"Includible Compensation"** means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer will determine Includible Compensation without regard to community property laws.

1.16 **"Independent Contractor"** means any individual who performs service for the Employer and who the Employer does not treat as an Employee or a Leased Employee. The Employer in the Adoption Agreement may elect to permit Independent Contractors to participate in the Plan. To the extent that the Employer permits Independent Contractor participation, references to Employee in the Plan include Independent Contractors and Compensation means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies in the Adoption Agreement.

1.17 **"Leased Employee"** means an Employee within the meaning of Code §414(n).

1.18 **"Matching Contribution"** means an Employer fixed or discretionary contribution made or forfeiture allocated on account of Salary Reduction Contributions.

1.19 **"Nonelective Contribution"** means an Employer fixed or discretionary contribution not made as a result of a Salary Reduction Agreement and which is not a Matching Contribution.

1.20 **"Normal Retirement Age"** means the age the Employer specifies in the Adoption Agreement consistent with Section 3.05(B).

1.21 **"Participant"** is an Employee other than an Excluded Employee who becomes a Participant in accordance with the provisions of Section 2.01.

1.22 **"Plan"** means the 457 plan established or continued by the Employer in the form of this basic Plan and (if applicable) Trust Agreement, including the Adoption Agreement. The Employer in the Adoption Agreement must designate the name of the Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.23 **"Plan Administrator"** is the Employer unless the Employer designates another person to hold the position of Plan Administrator. The Plan Administrator may be a Participant.

1.24 **"Plan Entry Date"** means the dates the Employer elects in Adoption Agreement.

1.25 **"Plan Year"** means the consecutive 12-month period the Employer elects in the Adoption Agreement.

1.26 **"Pre-Tax Elective Deferrals"** means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

1.27 **"Rollover Contribution"** means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant transfers directly or indirectly to a Governmental Eligible 457 Plan. A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

1.28 **"Roth Elective Deferrals"** means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.



1.29 **"Salary Reduction Agreement"** means a written agreement between a Participant and the Employer, by which the Employer reduces the Participant's Compensation for Compensation not available as of the date of the election and contributes the amount as a Salary Reduction Contribution to the Participant's Account.

1.30 **"Salary Reduction Contribution"** means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement.

1.31 **"Service"** means any period of time the Employee is in the employ of the Employer. In the case of an Independent Contractor, Service means any period of time the Independent Contractor performs services for the Employer on an independent contractor basis. An Employee or Independent Contractor terminates Service upon incurring a Severance from Employment.

(A) **Qualified Military Service.** Service includes any qualified military service the Plan must credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Salary Reduction Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave). The Employer shall make appropriate make-up Nonelective Contributions and Matching Contributions for such a Participant as required under Code §414(u). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

(B) **"Continuous Service"** as the Adoption Agreement describes means Service with the Employer during which the Employee does not incur a Severance from Employment.

(C) **"Severance from Employment,"**

(1) **Employee.** An Employee has a Severance from Employment when the Employee ceases to be an Employee of the Employer. A Participant does not incur a Severance from Employment if, in connection with a change in employment, the Participant's new employer continues or assumes sponsorship of the Plan or accepts a Transfer of Plan assets as to the Participant.

(2) **Independent Contractor.** An Independent Contractor has a Severance from Employment when the contract(s) under which the Independent Contractor performs services for the Employer expires (or otherwise terminates), unless the Employer anticipates a renewal of the contractual relationship or the Independent Contractor becoming an Employee. The Employer anticipates renewal if it intends to contract for the services provided under the expired contract and neither the Employer nor the Independent Contractor has eliminated the Independent Contractor as a potential provider of such services under the new contract. Further, the Employer intends to contract for services conditioned only upon the Employer's need for the services provided under the expired contract or the Employer's availability of funds. Notwithstanding the preceding provisions of this Section 1.31, the Plan Administrator will

consider an Independent Contractor to have incurred a Severance from Employment: (a) if the Plan Administrator or Trustee will not pay any Deferred Compensation to an Independent Contractor who is a Participant before a date which is at least twelve months after the expiration of the Independent Contractor's contract (or the last to expire of such contracts) to render Services to the Employer; and (b) if before the applicable twelve-month payment date, the Independent Contractor performs Service as an Independent Contractor or as an Employee, the Plan Administrator or Trustee will not pay to the Independent Contractor his or her Deferred Compensation on the applicable date.

(3) **Deemed Severance.** Notwithstanding Section 1.05(F), if the Employer elects in the Adoption Agreement, then if a Participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the Participant will be deemed to have a severance from employment solely for purposes of eligibility for distribution of amounts not subject to Code §412. However, the Plan will not distribute such a Participant's Account on account of this deemed severance unless the Participant specifically elects to receive a benefit distribution hereunder. If a Participant elects to receive a distribution on account of this deemed severance, then no Deferral Contributions may be made for the Participant during the 6-month period beginning on the date of the distribution. If a Participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision, then the other Plan provision will control and the 6-month suspension will not apply.

1.32 **"State"** means (a) one of the 50 states of the United States or the District of Columbia, or (b) a political subdivision of a State, or any agency or instrumentality of a State or its political subdivision. A State does not include the federal government or any agency or instrumentality thereof.

1.33 **"Substantial Risk of Forfeiture"** exists if the Plan expressly conditions a Participant's right to Deferred Compensation upon the Participant's future performance of substantial Service for the Employer.

1.34 **"Tax-Exempt Organization"** means any tax-exempt organization other than a governmental unit or a church or qualified church-controlled organization within the meaning of Code §3121(w)(3).

1.35 **"Taxable Year"** means the calendar year or other taxable year of a Participant.

1.36 **"Transfer"** means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

1.37 **"Trust"** means the Trust created under the adopting Employer's Plan. A Trust required under a Governmental Eligible 457 Plan is subject to Article VIII. Any Trust under a Tax-Exempt Organization Eligible 457 Plan is subject to Section 5.09.

1.38 **"Trustee"** means the person or persons who as Trustee execute the Employer's Adoption Agreement, or any successor in office who in writing accepts the position of Trustee.

1.39 **Type of 457 Plan.** This Plan is an Eligible 457 Plan, which is a plan which satisfies the requirements of Code §457(b) and Treas. Reg. §§1.457-3 through -10. The Employer in the Adoption Agreement must specify whether the plan is either a

Governmental Eligible 457 Plan or a Tax-Exempt Organization Eligible 457 Plan, as defined below:

(A) "Governmental Eligible 457 Plan" means an Eligible 457 Plan established by a State.

(B) "Tax-Exempt Organization Eligible 457 Plan" means an Eligible 457 Plan established by a Tax-Exempt Organization.

1.40 "Vested" means a Participant's Deferral Contributions that are not subject to a Substantial Risk of Forfeiture, including a vesting schedule.

**ARTICLE II  
ELIGIBILITY AND PARTICIPATION**

2.01 ELIGIBILITY. Each Employee who is not an Excluded Employee becomes a Participant in the Plan in accordance with the eligibility conditions and as of the Plan Entry Date the Employer elects in the Adoption Agreement. If this Plan is a restated Plan, each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan, irrespective of whether he/she satisfies the eligibility conditions in the restated Plan, unless the Employer indicates otherwise in the Adoption Agreement.

2.02 PARTICIPATION UPON RE-EMPLOYMENT. A Participant who incurs a Severance from Employment will re-enter the Plan as a Participant on the date of his or her re-employment. An Employee who satisfies the Plan's eligibility conditions but who incurs a Severance from Employment prior to becoming a Participant will become a Participant on the later of the Plan Entry Date on which he/she would have entered the Plan had he/she not incurred a Severance from Employment or

the date of his or her re-employment. Any Employee who incurs a Severance from Employment prior to satisfying the Plan's eligibility conditions becomes a Participant in accordance with the Adoption Agreement.

2.03 CHANGE IN EMPLOYMENT STATUS. If a Participant has not incurred a Severance from Employment but ceases to be eligible to participate in the Plan, by reason of becoming an Excluded Employee, the Plan Administrator must treat the Participant as an Excluded Employee during the period such a Participant is subject to the Adoption Agreement exclusion. The Plan Administrator determines a Participant's sharing in the allocation of Employer Contributions by disregarding his or her Compensation paid by the Employer for services rendered in his or her capacity as an Excluded Employee. However, during such period of exclusion, the Participant, without regard to employment classification, continues to share fully in Plan income allocations under Section 5.07 and to accrue vesting service if applicable.

**ARTICLE III  
DEFERRAL CONTRIBUTIONS/LIMITATIONS**

**3.01 AMOUNT.**

**(A) Contribution Formula.** For each Plan Year, or other period the Employer specifies in the Adoption Agreement, the Employer will contribute to the Plan the type and amount of Deferral Contributions the Employer elects in the Adoption Agreement.

**(B) Return of Contributions.** The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If the Plan has a Trust, the Trustee, upon written request from the Employer, must return to the Employer the amount of the Employer's contribution (adjusted for net income, gain or loss) made by the Employer on account of a mistake of fact. The Trustee will not return any portion of the Employer's contribution under the provisions of this paragraph more than one year after the Employer made the contribution on account of a mistake of fact. In addition; if any Participant Salary Reduction Contribution is due to a mistake of fact, the Employer or the Trustee upon written request from the Employer shall return the Participant's contribution (adjusted for net income, gain or loss), within one year after payment of the contribution.

The Trustee will not increase the amount of the Employer contribution returnable under this Section 3.01 for any earnings attributable to the contribution, but the Trustee will decrease the Employer contribution returnable for any losses attributable to it. The Trustee may require the Employer to furnish it whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount the Employer has requested be returned is properly returnable.

**(C) Time of Payment of Contribution.** If the Plan has a Trust, the Employer may pay its contributions for each Plan Year to the Trust in one or more installments and at such time(s) as the Employer determines, without interest. A Governmental Employer shall deposit Salary Reduction Contributions to the Trust within a period that is not longer than is reasonable for the administration of Participant Accounts.

**3.02 SALARY REDUCTION CONTRIBUTIONS.** The Employer in the Adoption Agreement must elect whether the Plan permits Salary Reduction Contributions, and also the Plan limitations, if any, which apply to Salary Reduction Contributions. Unless the Employer elects otherwise in the Adoption Agreement, all such limitations apply on a payroll basis.

**(A) Deferral from Sick, Vacation and Back Pay.** The Employer in the Adoption Agreement must elect whether to permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

**(B) Automatic Enrollment.** The Employer in the Adoption Agreement may provide for automatic Salary Reduction Contributions of a specified amount, subject to giving notice to affected Participants of the automatic election and of their right to make a contrary election.

A Governmental Employer under an Eligible 457 Plan may elect to provide an Eligible Automatic Contribution Arrangement ("EACA"). If the Employer elects to provide an EACA, the Employer will amend the Plan to add necessary language.

**(C) Application to Leave of Absence and Disability.** Unless a Participant in his or her Salary Reduction Agreement elects otherwise, the Participant's Salary Reduction Agreement shall

continue to apply during the Participant's leave of absence or the Participant's disability (as the Plan Administrator shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

**(D) Post-severance deferrals limited to Post-Severance Compensation.** Deferrals are permitted from an amount received following Severance from Employment only if the amount is Post-Severance Compensation.

**3.03 MATCHING CONTRIBUTIONS.** The Employer in the Adoption Agreement must elect whether the Plan permits Matching Contributions and, if so, the type(s) of Matching Contributions, the time period applicable to any Matching Contribution formula, and as applicable, the amount of Matching Contributions and the Plan limitations, if any, which apply to Matching Contributions. Any Matching Contributions apply to age 50 catch-up contributions, if any, and to any Normal Retirement Age catch-up contributions unless the Employer elects otherwise in the Adoption Agreement.

**3.04 NORMAL LIMITATION.** Except as provided in Sections 3.05 and 3.06, a Participant's maximum Deferral Contributions (excluding Rollover Contributions and Transfers) under this Plan for a Taxable Year may not exceed the lesser of:

(a) The applicable dollar amount as specified under Code §457(e)(15) (or such larger amount as the Commissioner of the Internal Revenue may prescribe), or

(b) 100% of the Participant's Includible Compensation for the Taxable Year.

**3.05 NORMAL RETIREMENT AGE CATCH-UP CONTRIBUTION.** If selected in the Adoption Agreement, a Participant may elect to make this catch-up election. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(a) Twice the dollar amount under Section 3.04(a) Normal Limitation, or (b) the underutilized limitation.

**(A) Underutilized Limitation.** A Participant's underutilized limitation is equal to the sum of: (i) the normal limitation for the Taxable Year, and (ii) the normal limitation for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the Normal Limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

**(B) Normal Retirement Age.** Normal Retirement Age is the age the Employer specifies in the Adoption Agreement provided that the age may not be: (i) earlier than the earliest of age 65 or the age at which Participants have the right to retire and receive under the Employer's defined benefit plan (or money purchase plan if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or other reduction because of retirement before a later specified age; or (ii) later than age 70 1/2.

**(1) Participant Designation.** The Employer in the Adoption Agreement may permit a Participant to designate his

or her Normal Retirement Age as any age including or between the foregoing ages.

(2) **Multiple 457 Plans.** If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) **Police and Firefighters.** In a Governmental Eligible 457 Plan with qualified police or firefighter Participants within the meaning of Code §415(b)(2)(H)(ii)(I), the Employer in the Adoption Agreement may elect (or permit the qualified Participants to elect) a Normal Retirement Age as early as age 40 and as late as age 70 1/2.

(C) **Pre-2002 Coordination.** In determining a Participant's underutilized limitation, the Plan Administrator, in accordance with Treas. Reg. §1.457-4(c)(3)(iv), must apply the coordination rule in effect under now repealed Code §457(c)(2). The Plan Administrator also must determine the Normal Limitation for pre-2002 Taxable Years in accordance with Code §457(b)(2) as then in effect.

3.06 **AGE 50 CATCH-UP CONTRIBUTION.** An Employer sponsoring a Governmental Eligible 457 Plan must specify in the Adoption Agreement whether the Participants are eligible to make age 50 catch-up contributions.

If an Employer elects to permit age 50 catch-up contributions, all Employees who are eligible to make Salary Reduction Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the required limitations of Code §457. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.05, the Employee is not eligible to make age 50 catch-up contributions under this Section 3.06. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.05 or Section 3.06 Catch-Up Amount plus the Section 3.04 Normal Limitation.

3.07 **CONTRIBUTION ALLOCATION.** The Plan Administrator will allocate to each Participant's Account his or her Deferral Contributions. The Employer will allocate Employer Nonelective and Matching Contributions to the Account of each Participant who satisfies the allocation conditions in the Adoption Agreement in the following manner:

(a) **Fixed match.** To the extent the Employer makes Matching Contributions under a fixed Adoption Agreement formula, the Plan Administrator will allocate the Matching Contribution to the Account of the Participant on whose behalf the Employer makes that contribution. A fixed Matching Contribution formula is a formula under which the Employer contributes a specified percentage or dollar amount on behalf of a Participant based on that Participant's Salary Reduction Contributions.

(b) **Discretionary match.** To the extent the Employer makes Matching Contributions under a discretionary Adoption Agreement formula, the Plan Administrator will allocate the Matching Contributions to a Participant's Account in the same proportion that each Participant's Salary Reduction Contributions taken into account under the formula bear to the total Salary Reduction Contributions of all Participants.

(c) **Tiered match.** If the Matching Contribution formula is a tiered formula, the Plan Administrator will allocate separately the Matching Contributions with respect to each tier of Salary Reduction Contributions, in accordance with the tiered formula.

(d) **Discretionary nonelective.** The Plan Administrator will allocate discretionary Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(e) **Fixed nonelective.** The Plan Administrator will allocate fixed Nonelective Contributions for a Plan Year in the same ratio that each Participant's Compensation for the Plan Year bears to the total Compensation of all Participants for the Plan Year, unless the Employer elects otherwise in the Adoption Agreement.

(f) **Other nonelective.** The Plan Administrator will allocate Nonelective Contributions for a Plan Year as specified in the Adoption Agreement.

3.08 **ALLOCATION CONDITIONS.** The Plan Administrator will determine the allocation conditions applicable to Nonelective Contributions or to Matching Contributions (or to both) in accordance with the Employer's elections in the Adoption Agreement. The Plan Administrator will not allocate to a Participant any portion of an Employer Contribution (or forfeiture if applicable) for a Plan Year or applicable portion thereof in which the Participant does not satisfy the applicable allocation condition(s).

3.09 **ROLLOVER CONTRIBUTIONS.** If elected in the Adoption Agreement, an Employer sponsoring a Governmental Eligible 457 Plan may permit Rollover Contributions.

(A) **Operational Administration.** The Employer, operationally and on a nondiscriminatory basis, may elect to limit an eligible Employee's right or a Participant's right to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), with the Employer's written consent and after filing with the Trustee the form prescribed by the Plan Administrator, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Trustee, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust.

(B) **Pre-Participation Rollover.** If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Plan Administrator and Trustee must treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). A limited Participant does not share in the Plan's allocation of any Employer Contributions and may not make Salary Reduction Contributions until he/she actually becomes a Participant in the Plan. If a limited Participant has a Severance from Employment prior to becoming a Participant in the Plan, the Trustee will distribute his or her Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) **Separate Accounting.** If an Employer permits Rollover Contributions, the Plan Administrator must account separately

for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Governmental Eligible 457 plan); and (2) amounts rolled into this Plan from another Governmental Eligible 457 Plan. The Plan Administrator for purposes of ordering any subsequent distribution from this Plan, may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

**(D) May Include Roth Deferrals.** If this Plan is an eligible governmental 457(b) plan which accepts Roth Elective Deferrals, then a Rollover Contribution may include Roth Deferrals made to another plan, as adjusted for Earnings. Such amounts must be directly rolled over into this Plan from another plan which is qualified under Code §401(a), from a 403(b) plan, or from an eligible governmental 457 plan. The Plan must account separately for the Rollover Contribution, including the Roth Deferrals and the Earnings thereon.

**(E) In-Plan Roth Rollover Contributions.** A Governmental Employer under an Eligible 457 Plan may elect to permit In-Plan Roth Rollover Contribution. If the Employer decides to permit In-Plan Roth Rollover Contributions, the Employer will amend the Plan to add necessary language.

**3.10 DISTRIBUTION OF EXCESS DEFERRALS.** In the event that a Participant has Excess Deferrals, the Plan will distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section 3.10.

**(A) Governmental Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Governmental Eligible 457 Plan as soon as is reasonably practicable following the Plan Administrator's determination of the amount of the Excess Deferral.

**(B) Tax-Exempt Organization Eligible 457 Plan.** The Plan Administrator will distribute Excess Deferrals from a Tax-Exempt Organization Eligible 457 Plan no later than April 15 following the Taxable Year in which the Excess Deferral occurs.

**(C) Plan Aggregation.** If the Employer maintains more than one Eligible 457 Plan, the Employer must aggregate all such Plans in determining whether any Participant has Excess Deferrals.

**(D) Individual Limitation.** If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Plan Administrator may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

**3.11 DEEMED IRA CONTRIBUTIONS.** A Governmental Employer under an Eligible 457 Plan may elect to permit Participants to make IRA contributions to this Plan in accordance with the Code §408(q) deemed IRA rules. If the Employer elects to permit deemed IRA contributions to the Plan, the Employer will amend the Plan to add necessary IRA language and either the Rev. Proc. 2003-13 sample deemed IRA language or an appropriate substitute.

**3.12 ROTH ELECTIVE DEFERRALS.** The Employer may elect in the Adoption Agreement to permit Roth Elective Deferrals. Unless elected otherwise, Roth Elective Deferrals shall be treated in the same manner as Elective Deferrals. The Employer may, in operation, implement deferral election procedures provided such procedures are communicated to

Participants and permit Participants to modify their elections at least once each Plan Year.

**(A) Elective Deferrals.** "Elective Deferral" means a contribution the Employer makes to the Plan pursuant to a Participant's Salary Reduction Agreement, as described in Section 3.02. The term "Elective Deferrals" includes Pre-tax Elective Deferrals and Roth Elective Deferrals.

**(B) Pre-Tax Elective Deferrals.** "Pre-Tax Elective Deferrals" means a Participant's Salary Reduction Contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Pre-Tax Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Pre-Tax Elective Deferrals.

**(C) Roth Elective Deferrals.** "Roth Elective Deferrals" means a Participant's Salary Reduction Contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Elective Deferrals by the Participant in his or her Salary Reduction Agreement. A Participant's Roth Elective Deferrals will be separately accounted for, as will gains and losses attributable to those Roth Elective Deferrals. However, forfeitures may not be allocated to such account. The Plan must also maintain a record of a Participant's investment in the contract (i.e., designated Roth contributions that have not been distributed) and the year in which the Participant first made a Roth Elective Deferral.

**(D) Ordering Rules for Distributions.** The Administrator operationally may implement an ordering rule procedure for withdrawals (including, but not limited to, withdrawals on account of an unforeseeable emergency) from a Participant's accounts attributable to Pre-Tax Elective Deferrals or Roth Elective Deferrals. Such ordering rules may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(E) Corrective distributions attributable to Roth Elective Deferrals.** For any Plan Year in which a Participant may make both Roth Elective Deferrals and Pre-Tax Elective Deferrals, the Administrator operationally may implement an ordering rule procedure for the distribution of Excess Deferrals (Treas. Reg. §1.457-4(e)). Such an ordering rule may specify whether the Pre-Tax Elective Deferrals or Roth Elective Deferrals are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**(F) Loans.** If Participant loans are permitted under the Plan, then the Administrator may modify the loan policy or program to provide limitations on the ability to borrow from, or use as security, a Participant's Roth Elective Deferral account. Similarly, the loan policy or program may be modified to provide for an ordering rule with respect to the default of a loan that is made from the Participant's Roth Elective Deferral account and other accounts under the Plan.

**(G) Rollovers.** A direct rollover of a distribution from Roth Elective Deferrals shall only be made to a Plan which includes Roth Elective Deferrals as described in Code §402A(e)(1) or to

a Roth IRA as described in Code §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

The Plan shall accept a rollover contribution of Roth Elective Deferrals only if it is a direct rollover from another Plan which permits Roth Elective Deferrals as described in Code §402A(e)(1) and only to the extent the rollover is permitted under the rules of Code §402(c). The Employer, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such rollovers.

The Plan shall not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferrals are not taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. Furthermore, the Plan will treat a Participant's Roth Elective Deferral account and the Participant's other accounts as held under two separate plans for purposes of applying the automatic rollover rules. However, eligible rollover distributions of a Participant's Roth Elective Deferrals are taken into account in determining whether the total amount of the Participant's account balances under the Plan exceed the Plan's limits for purposes of mandatory distributions from the Plan.

The provisions of the Plan that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 is applied by treating any amount distributed from a Participant's Roth Elective Deferral account as a separate distribution from

any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.

**(H) Automatic Enrollment.** If the Plan utilizes an automatic enrollment feature as described in Section 3.02(B), then any such automatic contribution shall be a Pre-Tax Elective Deferral.

**(I) Operational Compliance.** The Plan Administrator will administer Roth Elective Deferrals in accordance with applicable regulations or other binding authority.

**3.13 BENEFIT ACCRUAL.** If the Employer elects to apply this Section, then effective as of the date adopted, for benefit accrual purposes, the Plan treats an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service with respect to the Employer as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

**(A) Determination of benefits.** The amount of Matching Contributions to be made pursuant to this Section 3.13 shall be determined as though the amount of Salary Reduction Contributions of an individual treated as reemployed under this Section on the basis of the individual's average actual Salary Reduction Contributions for the lesser of: (i) the 12-month period of service with the Employer immediately prior to qualified military service; or (ii) the actual length of continuous service with the Employer.

**ARTICLE IV  
TIME AND METHOD OF  
PAYMENT OF BENEFITS**

**4.01 DISTRIBUTION RESTRICTIONS.** Except as the Plan provides otherwise, the Plan Administrator or Trustee may not distribute to a Participant the amounts in his or her Account prior to one of the following events:

- (a) The Participant's attaining age 70 1/2;
- (b) The Participant's Severance from Employment; or
- (c) The Participant's death.

**4.02 TIME AND METHOD OF PAYMENT OF ACCOUNT.** The Plan Administrator, or Trustee at the direction of the Plan Administrator, will distribute to a Participant who has incurred a Severance from Employment the Participant's Vested Account under one or any combination of payment methods and at the time(s) the Adoption Agreement specifies. If the Adoption Agreement permits more than one time or method, the Plan Administrator, in the absence of a Participant election described below, will determine the time and method applicable to a particular Participant. In no event will the Plan Administrator direct (or direct the Trustee to commence) distribution, nor will the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.03.

**(A) Participant Election of Time and Method.** The Employer in the Adoption Agreement must elect whether to permit Participants to elect the timing and method of distribution of their Account in accordance with this Section 4.02. The Plan Administrator must consent to the specific terms of any such Participant election and the Plan Administrator in its sole discretion may withhold consent. Subject to the foregoing conditions, a Participant: (1) may elect to postpone distribution of his or her Account beyond the time the Employer has elected in the Adoption Agreement, to any fixed or determinable date including, but not beyond, the Participant's required beginning date; and (2) may elect the method of payment. A Participant in a Tax Exempt Organization Eligible 457 Plan may elect the timing and method of payment of his or her Account no later than 30 days before the date the Plan Administrator or Trustee first would commence payment of the Participant's Account in accordance with the Adoption Agreement. The Plan Administrator must furnish to the Participant a form for the Participant to elect the time and a method of payment. A Participant in a Governmental Eligible 457 Plan is not subject to any such requirement in election the timing or method of payment.

**(B) Number of Initial Elections/Subsequent Elections.** A Participant in a Tax-Exempt Organization Eligible 457 Plan may make any number of elections or revoke any prior election under Section 4.02(A) within the election period. Once the initial election period expires, a Participant, before payment would commence under the Participant's initial election, may make one additional election to defer (but not to accelerate) the timing of payment of his or her Account and also as to the method of payment.

**(C) No Election/Default.** If the Participant does not make a timely election regarding the time and method of payment, the Plan Administrator will pay or direct the Trustee to pay the Participant's Account in accordance with the Adoption Agreement.

**(D) Mandatory Distribution.** The Employer in the Adoption Agreement will elect whether the Plan will make Mandatory Distributions. If the Employer elects Mandatory Distributions, the Employer may determine operationally whether to include Rollover Contributions in determining whether the Participant is subject to Mandatory Distributions.

**4.03 REQUIRED MINIMUM DISTRIBUTIONS.** The Plan Administrator may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution his or her Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

**(A) General Rules.**

**(1) Precedence.** The requirements of this Section 4.03 will take precedence over any inconsistent provisions of the Plan.

**(2) Requirements of Treasury Regulations Incorporated.** All distributions required under this Section 4.03 will be determined and made in accordance with the Treasury regulations under Code §401(a)(9).

**(B) Time and Manner of Distribution.**

**(1) Required Beginning Date.** The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

**(2) Death of Participant Before Distribution Begins.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

**(a) Spouse Designated Beneficiary.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.

**(b) Non-Spouse Designated Beneficiary.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, except as the Employer may elect in the Adoption Agreement, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

**(c) No Designated Beneficiary.** If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(d) Death of Spouse.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section



4.03(B)(2) other than Section 4.03(B)(2)(a), will apply as if the surviving spouse were the Participant.

For purposes of this Section 4.03(B) and Section 4.03(D), unless Section 4.03(B)(2)(d) applies, distributions are considered to begin on the Participant's required beginning date. If Section 4.03(B)(2)(d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), the date distributions are considered to begin is the date distributions actually commence.

**(3) Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with Sections 4.03(C) and 4.03(D). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the Treasury regulations.

**(C) Required Minimum Distributions during Participant's Lifetime.**

**(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

**(a) ULT.** The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

**(b) Younger Spouse.** If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

**(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.** Required minimum distributions will be determined under this Section 4.03(C) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

**(D) Required Minimum Distributions after Participant's Death.**

**(1) Death On or After Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

**(i) Participant's Life Expectancy.** The Participant's remaining life expectancy is calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

**(ii) Spouse's Life Expectancy.** If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the attained age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

**(iii) Non-Spouse's Life Expectancy.** If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Participant's death, reduced by one for each subsequent calendar year.

**(b) No Designated Beneficiary.** If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the calendar year after the calendar year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the calendar year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

**(2) Death before Date Distributions Begin.**

**(a) Participant Survived by Designated Beneficiary.** Except as the Employer may elect in the Adoption Agreement, if the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Section 4.03(D)(1).

**(b) No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

**(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 4.03(B)(2)(a), this Section 4.03(D)(2) will apply as if the surviving spouse were the Participant.

**(d) 5-year or Life Expectancy rule; possible election.** The Employer in its Adoption Agreement will elect whether distribution of the Participant's Account will be made in accordance with the life expectancy rule under Section

4.03(D)(2)(a) or the 5-year rule under Section 4.03(D)(2)(b). The Employer's election may permit a Designated Beneficiary to elect which of these rules will apply or may specify which rule applies. However, the life expectancy rule (whether subject to election or not) applies only in the case of a Designated Beneficiary. The 5-year rule applies as to any Beneficiary who is not a Designated Beneficiary. A permitted election under this Section must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 4.03(D)(2)(a), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death.

**(E) Definitions.**

**(1) Designated Beneficiary.** The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

**(2) Distribution calendar year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

**(3) Life expectancy.** Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

**(4) Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

**(5) Required beginning date.** A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains age 70 1/2, or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions must commence.

**4.04 DEATH BENEFITS.** Upon the death of the Participant, the Plan Administrator must pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a Participant dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided

under the Plan as if the Participant had resumed and then terminated employment on account of death.

**4.05 DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT.** The Employer must elect in the Adoption Agreement whether to permit in-service distributions of a Participant's Vested Account under this Section 4.05, notwithstanding the Section 4.01 distribution restrictions.

**(A) Unforeseeable Emergency.** In the event of a Participant's unforeseeable emergency, the Plan Administrator may make a distribution to a Participant who has not incurred a Severance from Employment (or who has incurred a Severance but will not begin to receive payments until some future date). In the event of an unforeseeable emergency, the Plan Administrator also may accelerate payments to a Participant or to a Beneficiary. The Plan Administrator will establish a policy for determining whether an unforeseeable emergency exists. An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Beneficiary, or the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's or Beneficiary's spouse or dependent (as defined in Code §152(a)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control, or which applicable law may define as an unforeseeable emergency. The Plan Administrator will not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Plan Administrator will not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates and who is or may become entitled to a Participant's Plan Account upon the Participant's death.

**(B) De minimis distribution.** In accordance with the Employer's Adoption Agreement elections, the Plan Administrator may allow a Participant to elect to receive a distribution or the Plan Administrator will distribute (without a Participant election) any amount of the Participant's Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed \$5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

**(C) Distribution of Rollover Contributions.** The Employer in the Adoption Agreement may elect to permit a Participant to request and to receive distribution of the Participant's Account attributable to Rollover Contributions (but not to Transfers) before the Participant has a distributable event under Section 4.01.

**4.06 DISTRIBUTIONS UNDER QUALIFIED DOMESTIC RELATIONS ORDERS (QDROs).**

Notwithstanding any other provision of this Plan, the Employer in the Adoption Agreement may elect to apply the QDRO provisions of this Section 4.06. If Section 4.06 applies, the Plan Administrator (and any Trustee) must comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

**(A) Time and Method of Payment.** This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained his or her earliest retirement age (as defined under Code §414(p)) under the Plan. A distribution to an alternate payee prior to the Participant's attainment of earliest retirement age is available only if the QDRO specifies distribution at that time or permits an agreement between the Plan and the alternate payee to authorize an earlier distribution. Nothing in this Section 4.06 gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

**(B) QDRO Procedures.** The Plan Administrator must establish reasonable procedures to determine the qualified status of a domestic relations order. Upon receiving a domestic relations order, the Plan Administrator promptly will notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order and the Plan's procedures for determining the qualified status of the order. Within a reasonable period of time after receiving the domestic relations order, the Plan Administrator must determine the qualified status of the order and must notify the Participant and each alternate payee, in writing, of the Plan Administrator's determination. The Plan Administrator must provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

**(C) Accounting.** If any portion of the Participant's Account Balance is payable under the domestic relations order during the period the Plan Administrator is making its determination of the qualified status of the domestic relations order, the Plan Administrator must maintain a separate accounting of the amounts payable. If the Plan Administrator determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Plan Administrator does not make its determination of the qualified status of the order within the 18-month determination period, the Plan Administrator will distribute or will direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the order did not exist and will apply the order prospectively if the Plan Administrator later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Plan Administrator may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Plan Administrator or Trustee will make any payments or distributions required under this Section 4.06 by separate benefit checks or other separate distribution to the alternate payee(s).

**(D) Permissible QDROs.** A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the Participant's death.

#### 4.07 DIRECT ROLLOVER OF ELIGIBLE ROLLOVER DISTRIBUTIONS – GOVERNMENTAL PLAN.

**(A) Participant Election.** A Participant (including for this purpose, a former Employee) in a Governmental Eligible 457

Plan may elect, at the time and in the manner the Plan Administrator prescribes, to have any portion of his or her eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

**(B) Rollover and Withholding Notice.** At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Plan Administrator must provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution ("rollover notice").

**(C) Default distribution or rollover.** Except as provided in Paragraph (D), in the case of a Participant who does not elect timely to roll over or to receive distribution of his or her Account, the Plan Administrator or the Trustee, at the Plan Administrator's direction, may distribute to the Participant or may directly roll over the Participant's Account in accordance with the Plan's rollover notice.

**(D) Mandatory default rollover.** If (1) the Plan is a Governmental Eligible 457 Plan, (2) the Plan makes a mandatory distribution after the Code §401(a)(31)(B) Effective Date, greater than \$1,000, and (3) the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

**(E) Non-spouse beneficiary rollover right.** A non-spouse beneficiary who is a "designated beneficiary" under Section 4.03(E)(1), by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.

**(1) Certain requirements not applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 4.07(E), the distribution is not subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

**(2) Trust beneficiary.** If the Participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

**(3) Required minimum distributions not eligible for rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the Participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in

determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

**(F) Definitions.** The following definitions apply to this Section:

**(1) Eligible rollover distribution.** An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; (c) any unforeseeable emergency distribution; and (d) any distribution which otherwise would be an eligible rollover distribution, but where the total distributions to the Participant during that calendar year are reasonably expected to be less than \$200.

**(2) Eligible retirement plan.** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution.

A Participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in this Section.

**(3) Direct rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

**(4) Mandatory distribution.** A mandatory distribution is an eligible rollover distribution without the Participant's consent before the Participant attains the later of age 62 or Normal

Retirement Age (see paragraph 3.05 (B)). A distribution to a beneficiary is not a mandatory distribution.

**(5) 401(a)(31)(B) Effective Date.** The 401(a)(31)(B) Effective Date is the date of the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

**4.08 ELECTION TO DEDUCT FROM DISTRIBUTION.** An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan will pay such deducted amounts directly to pay qualified health insurance premiums.

**(A) Direct payment.** The Plan will pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of \$3,000 or the amount the Participant paid for such taxable year for qualified health insurance premiums, and which otherwise complies with Code §402(l).

**(B) Definitions.**

**(1) Eligible retired public safety officer.** An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer.

**(2) Public safety officer.** A "Public Safety Officer" has the same meaning as in Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. 3796b(9)(A)).

**(3) Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, his or her spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

**ARTICLE V**  
**PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS**

5.01 TERM/VACANCY. The Plan Administrator will serve until his or her successor is appointed. In case of a vacancy in the position of the Plan Administrator, the Employer will exercise any and all of the powers, authority, duties and discretion conferred upon the Plan Administrator pending the filling of the vacancy.

5.02 POWERS AND DUTIES. The Plan Administrator will have the following powers and duties:

- (a) To select a committee to assist the Plan Administrator;
- (b) To select a secretary for the committee, who need not be a member of the committee;
- (c) To determine the rights of eligibility of an Employee to participate in the Plan and the value of a Participant's Account;
- (d) To adopt rules and procedures and to create administrative forms necessary for the proper and efficient administration of the Plan provided the rules, procedures and forms are not inconsistent with the terms of the Plan;
- (e) To construe and enforce the terms of the Plan and the rules and regulations the Plan Administrator adopts, including interpretation of the Plan documents and documents related to the Plan's operation;
- (f) To direct the distribution of a Participant's Account;
- (g) To review and render decisions respecting a claim for (or denial of a claim for) a benefit under the Plan;
- (h) To furnish the Employer with information which the Employer may require for tax or other purposes;
- (i) To establish a policy in making distributions for unforeseeable emergencies;
- (j) To establish under a Governmental Eligible 457 Plan, policies regarding the receipt of Rollover Contributions and default rollover distributions;
- (k) To establish a policy regarding the making and the receipt of Transfers;
- (l) To establish a policy regarding Participant or Beneficiary direction of investment;
- (m) To engage the services of any person to invest any Account under this Plan and to direct such person to make payment to a Participant of his or her Vested Account;
- (n) To establish under a Governmental Eligible 457 Plan, a policy (see Section 5.02(A)) which the Trustee must observe in making loans, if any, to Participants and Beneficiaries;
- (o) To undertake correction of any Plan failures as necessary to preserve eligible Plan status; and
- (p) To undertake any other action the Plan Administrator deems reasonable or necessary to administer the Plan.

The Plan Administrator shall have total and complete discretion to interpret and construe the Plan and to determine all questions arising in the administration, interpretation and application of the Plan. Any determination the Plan

Administrator makes under the Plan is final and binding upon any affected person.

(A) Loan Policy. In a Governmental Eligible 457 Plan, the Plan Administrator, in its sole discretion, may establish, amend or terminate from time to time, a nondiscriminatory policy which the Trustee must observe in making Plan loans, if any, to Participants and to Beneficiaries. If the Plan Administrator adopts a loan policy, the loan policy must be a written document and must include: (1) the identity of the person or positions authorized to administer the participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Plan Administrator adopts under this Section 5.02(A) is part of the Plan, except that the Plan Administrator may amend or terminate the policy without regard to Section 9.01.

(B) QDRO Policy. If the QDRO provisions of Section 4.06 apply, the Plan Administrator will establish QDRO procedures.

5.03 COMPENSATION. The Plan Administrator and the members of the Committee will serve without compensation for services, but the Employer will pay all expenses of the Plan Administrator and Committee.

5.04 AUTHORIZED REPRESENTATIVE. The Plan Administrator may authorize any one of the members of the Committee, if any, or the Committee's Secretary, to sign on the Plan Administrator's behalf any Plan notices, directions, applications, certificates, consents, approvals, waivers, letters or other documents.

5.05 INDIVIDUAL ACCOUNTS/RECORDS. The Plan Administrator will maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan. The Plan Administrator will maintain records of its activities.

5.06 VALUE OF PARTICIPANT'S ACCOUNT. The value of each Participant's Account consists of his or her accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Plan Administrator may determine.

5.07 ACCOUNT ADMINISTRATION, VALUATION AND EXPENSES.

(A) Individual Accounts. The Plan Administrator, as necessary for the proper administration of the Plan, will maintain, or direct the Trustee to maintain, a separate Account, or multiple Accounts, in the name of each Participant to reflect the Participant's Account Balance under the Plan. The Plan Administrator will make its allocations of Employer Contributions and of Earnings, or will request the Trustee to make such allocations, to the Accounts of the Participants as necessary to maintain proper Plan records and in accordance with the applicable: (i) Contribution Types; (ii) allocation conditions; (iii) investment account types; and (iv) Earnings allocation methods. The Plan Administrator may also maintain, or direct the Trustee to maintain, a separate temporary Account for Participant forfeitures which occur during a Plan Year, pending their accrual and allocation in accordance with the Plan

terms, or for other special items as the Plan Administrator determines is necessary and appropriate for proper plan administration.

(1) **By Contribution Type.** The Plan Administrator, will establish Plan Accounts for each Participant as necessary to reflect his or her Accounts attributable to the following Contribution Types and the Earnings attributable thereto: Pre-Tax Deferrals, Roth Deferrals, Matching Contributions, Nonelective Contributions, Rollover Contributions (including Roth versus pre-tax amounts), and Transfers.

(2) **By investment account type.** The Plan Administrator will establish separate Accounts for each Participant as necessary to reflect his or her investment account types as described below:

(a) **Pooled Accounts.** A Pooled Account is an Account which for investment purposes is not a Segregated Account or a Participant-Directed Account. If any or all Plan investment Accounts are Pooled Accounts, each Participant's Account has an undivided interest in the assets comprising the Pooled Account. In a Pooled Account, the value of each Participant's Account Balance consists of that proportion of the net worth (at fair market value) of the Trust Fund which the net credit balance in his or her Account (exclusive of the cash value of incidental benefit insurance contracts) bears to the total net credit balance in the Accounts of all Participants plus the cash surrender value of any insurance contracts held by the Trustee on the Participant's life. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(b) **Participant-Directed Accounts.** A Participant-Directed Account is an Account that the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant to invest in one or more assets that are not pooled assets held by the Trust, such as assets in a brokerage account or other property in which other Participants do not have any interest. As the Plan Administrator determines, a Participant-Directed Account may provide for a limited number and type of investment options or funds, or may be open-ended and subject only to any limitations imposed by applicable law. A Participant may have one or more Participant-Directed Accounts in addition to Pooled or Segregated Accounts. A Participant-Directed Account is credited and charged with the Earnings. As of each Valuation Date, the Plan Administrator must reduce a Participant-Directed Account for any forfeiture arising from Section 5.07 after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the valuation period.

(c) **Segregated Accounts.** A Segregated Account is an Account the Plan Administrator establishes and maintains or directs the Trustee to establish and maintain for a Participant: (i) to facilitate installment payments; (ii) to hold a QDRO amount; (iii) to prevent a distortion of Plan Earnings allocations; or (iv) for such other purposes as the Plan Administrator may direct. A Segregated Account receives all income it earns and bears all expense or loss it incurs. The Trustee will invest the assets of a Segregated Account consistent with the purpose for which the Plan Administrator or Trustee established the Account. As of each Valuation Date, the Plan Administrator must reduce a

Segregated Account for any forfeiture arising after the Plan Administrator has made all other allocations, changes or adjustments to the Account (excluding Earnings) for the Valuation Period.

(3) **Amount of Account/distributions.** The amount of a Participant's Account, as determined by the Plan Administrator, is equal to the sum of all contributions, Earnings and other additions credited to the Account, less all distributions (including distributions to Beneficiaries and to alternate payees and also including disbursement of Plan loan proceeds), expenses and other charges against the Account as of a Valuation Date or other relevant date. For purposes of a distribution under the Plan, the amount of a Participant's Account Balance is determined based upon its value on the Valuation Date immediately preceding or coinciding with the date of the distribution. If any or all Plan investment Accounts are Participant-Directed Accounts, the directing Participant's Account Balance consists of the assets held within the Participant-Directed Account and the value of the Account is determined based upon the fair market value of such assets.

(4) **Account statements.** As soon as practicable after the Accounting Date of each Plan Year, the Plan Administrator will deliver to each Participant (and to each Beneficiary) a statement reflecting the amount of his or her Account Balance in the Trust as of the statement date or most recent Valuation Date. No Participant, except the Plan Administrator/Participant or Trustee/Participant, has the right to inspect the records reflecting the Account of any other Participant.

(B) **Allocation of Earnings.** This Section 5.07(B) applies solely to the allocation of Earnings of the Trust Fund. The Plan Administrator will allocate Employer Contributions and Participant forfeitures, if any, in accordance with Article III. Earnings means the net income, gain or loss earned by a particular Account, by the Trust, or with respect to a contribution or to a distribution, as the context requires.

(1) **Allocate as of Valuation Date.** As of each Valuation Date, the Plan Administrator must adjust Accounts to reflect Earnings for the Valuation Period since the last Valuation Date.

(2) **Definition of Valuation Date.** A Valuation Date under this Plan is each: (a) Accounting Date; (b) Valuation Date the Employer elects in the Adoption Agreement; or (c) Valuation Date the Plan Administrator establishes. The Employer in the Adoption Agreement or the Plan Administrator may elect alternative Valuation Dates for the different Contribution Types which the Plan Administrator maintains under the Plan.

(3) **Definition of Valuation Period.** The Valuation Period is the period beginning on the day after the last Valuation Date and ending on the current Valuation Date.

(4) **Allocation methods.** The Plan Administrator will allocate Earnings to the Participant Accounts in accordance with the daily valuation method, balance forward method, balance forward with adjustment method, weighted average method, Participant-Directed Account method, or other method the Employer elects under the Adoption Agreement. The Employer in the Adoption Agreement may elect alternative methods under which the Plan Administrator will allocate the Earnings to the Accounts reflecting different Contribution Types or investment Account types which the Plan Administrator maintains under the

Plan. The Plan Administrator first will adjust the Participant Accounts, as those Accounts stood at the beginning of the current Valuation Period, by reducing the Accounts for any forfeitures, distributions, and loan disbursement payments arising under the Plan, for expenses charged during the Valuation Period to the Accounts (expenses directly related to a Participant's Account). The Plan Administrator then, subject to the restoration allocation requirements of the Plan, will allocate Earnings under the applicable valuation method.

(a) **Daily valuation method.** If the Employer in the Adoption Agreement elects to apply the daily valuation method, the Plan Administrator will allocate Earnings on each day of the Plan Year for which Plan assets are valued on an established market and the Trustee is conducting business. Under the daily valuation method, all assets subject to such method are subject to daily valuation. The assets may be held in Participant-Directed Accounts or in Accounts which are subject to Trustee or other fiduciary investment direction.

(b) **Balance forward method.** If the Employer in the Adoption Agreement elects to apply the balance forward method, the Plan Administrator will allocate Earnings pro rata to the adjusted Participant Accounts, since the last Valuation Date.

(c) **Balance forward with adjustment method.** If the Employer in the Adoption Agreement elects to apply the balance forward with adjustment method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat as part of the relevant Account at the beginning of the Valuation Period the percentage of the contributions made as the Employer elects in the Adoption Agreement, during the Valuation Period the Employer elects in the Adoption Agreement.

(d) **Weighted average method.** If the Employer in the Adoption Agreement elects to apply a weighted average allocation method, the Plan Administrator will allocate pursuant to the balance forward method, except it will treat a weighted portion of the applicable contributions as if includible in the Participant's Account as of the beginning of the Valuation Period. The weighted portion is a fraction, the numerator of which is the number of months in the Valuation Period, excluding each month in the Valuation Period which begins prior to the contribution date of the applicable contributions, and the denominator of which is the number of months in the Valuation Period. The Employer in the Adoption Agreement may elect to substitute a weighting period other than months for purposes of this weighted average allocation.

(e) **Participant-Directed Account method.** The Employer in the Adoption Agreement must elect to apply the Participant-Directed Account method to any Participant-Directed Account under the Plan. Under the Participant-Directed Account method: (i) each Participant-Directed Account is credited and charged with the Earnings such Account generates; (ii) the Employer's election, if any, in the Adoption Agreement of another method for the allocation of Earnings will not apply to any Participant-Directed Account; and (iii) the Participant-Directed Account may be valued as often as daily, but will be valued at least annually, and all assets in the Account are not necessarily valued on the same frequency. An Account which is subject to the Participant-Directed Account method includes an individual brokerage account or similar account in title to the Trustee for the benefit of the Participant.

(C) **Allocation of Net Income, Gain or Loss (No Trust).** In a Tax-Exempt Eligible 457 Plan that does not maintain a trust the Plan Administrator will allocate net income, gain or loss in accordance with this provision. As of each Accounting Date (and each other valuation date determined under the Adoption Agreement), the Plan Administrator will adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Employer in the Adoption Agreement will elect the method for allocating net income gain or loss. The Plan Administrator will continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

**5.08 ACCOUNT CHARGED.** The Plan Administrator will charge all distributions made to a Participant or to his or her Beneficiary, or transferred under Section 9.03 from his or her Account, against the Account of the Participant when made.

**5.09 OWNERSHIP OF FUND/TAX-EXEMPT ORGANIZATION.** If the Employer is a Tax-Exempt Organization, the Plan is an unfunded plan and all Deferred Compensation, property and rights to property purchased by Deferred Compensation and all income attributable thereto remain, until paid or made available under the Plan, the sole property and rights of the Employer, subject only to the claims of the Employer's general creditors. No Participant or Beneficiary will have any vested interest or secured or preferred position with respect to an Account or have any claim against the Employer except as a general creditor. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. The Employer or the Plan Administrator, acting as the Employer's agent, may enter into a trust agreement solely for the purpose of investing all or part of the Accounts, which will be subject to the claims of the Employer's general creditors, and in which the Participants or Beneficiaries will not have a vested interest nor a secured or preferred position or have any claim except as the Employer's general creditor. The Employer may not purchase life insurance contracts under this Plan unless the Employer retains all incidents of ownership in such contracts, the Employer is the sole beneficiary of such contracts and the Employer is not under any obligation to transfer the contracts or pass through the proceeds to any Participant or to his or her Beneficiary. The Employer may adopt and attach to the Plan as "Appendix A," the Internal Revenue Service Model Rabbi Trust under Rev. Proc. 92-64 (as amended) to hold the assets of a Tax-Exempt Organization Eligible 457 Plan. If the Employer adopts the Model Rabbi Trust, the Plan incorporates by reference the provisions of the Model Rabbi Trust as if fully set forth herein.

**5.10 PARTICIPANT DIRECTION OF INVESTMENT.** Subject to the terms of the Plan Administrator's adopted policy, if any, and also to written consent of the Trustee, if the Plan has a Trust, a Participant will have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Plan Administrator will account separately for the Participant-Directed Accounts. The Participant's right to direct investment does not give the Participant any vested interest or secured or preferred position with respect to assets over which he/she has investment responsibility.

**5.11 VESTING/SUBSTANTIAL RISK OF FORFEITURE.** The Employer in the Adoption Agreement may elect to apply a vesting schedule or to specify any other Substantial Risk of Forfeiture applicable to any or all Deferral Contributions.

(A) **Forfeiture Allocation.** The Employer in the Adoption Agreement must elect the method the Plan Administrator will use to allocate any Participant forfeitures, including those

related to lost Participants under Section 5.14. The Plan Administrator will allocate a forfeiture in the Plan Year in which the forfeiture occurs or in the next following Plan Year.

**5.12 PRESERVATION OF ELIGIBLE PLAN STATUS.**

The Plan Administrator may elect to sever from this Plan and to treat as a separate 457 plan, the Accounts of any Participants who have Excess Deferrals that the Plan Administrator has not corrected in accordance with Section 3.10 or in the case of any other Code §457(b) failure that the Employer may not otherwise correct, and which failure would result in the Plan ceasing to be an Eligible 457 Plan. In such event, the Plan Administrator will take any necessary or appropriate action consistent with the Employer's maintenance of separate 457 plans and with preservation of Eligible 457 Plan status of this Plan.

**5.13 LIMITED LIABILITY.** The Employer will not be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Plan Administrator determines in accordance with the Plan terms. Neither the Employer nor the Plan Administrator will be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

**5.14 LOST PARTICIPANTS.** If the Plan Administrator is unable to locate any Participant or Beneficiary whose Account becomes distributable (a "lost Participant"), the Plan Administrator will apply the provisions of this Section 5.14.

**(A) Attempt to Locate.** The Plan Administrator will attempt to locate a lost Participant and may use one or more of the following methods: (1) provide a distribution notice to the lost Participant at his or her last known address by certified or registered mail; (2) use a commercial locator service, the internet or other general search method; (3) use the Social Security Administration or PBGC search program; or (4) use such other methods as the Plan Administrator believes prudent.

**(B) Failure to Locate.** If a lost Participant remains unlocated for 6 months following the date the Plan Administrator first attempts to locate the lost Participant using one or more of the methods described in Section 5.14(A), the Plan Administrator may forfeit the lost Participant's Account. If the Plan Administrator forfeits the lost Participant's Account, the forfeiture occurs at the end of the above-described 6-month period and the Plan Administrator will allocate the forfeiture in accordance with Section 5.11. The Plan Administrator under this

Section 5.14(B) will forfeit the entire Account of the lost Participant, including Salary Reduction Contributions.

If a lost Participant whose Account was forfeited thereafter at any time but before the Plan has been terminated makes a claim for his or her forfeited Account, the Plan Administrator will restore the forfeited Account to the same dollar amount as the amount forfeited, unadjusted for net income, gains or losses occurring subsequent to the forfeiture. The Plan Administrator will make the restoration in the Plan Year in which the lost Participant makes the claim, first from the amount, if any, of Participant forfeitures the Plan Administrator otherwise would allocate for the Plan Year, then from the amount, if any, of Trust net income or gain for the Plan Year and last from the amount or additional amount the Employer contributes to the Plan for the Plan Year. The Plan Administrator will distribute the restored Account to the lost Participant not later than 60 days after the close of the Plan Year in which the Plan Administrator restores the forfeited Account.

**(C) Nonexclusivity and Uniformity.** The provisions of this Section 5.14 are intended to provide permissible but not exclusive means for the Plan Administrator to administer the Accounts of lost Participants. The Plan Administrator may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including the default rollover under Section 4.07(C) and such other methods as the Revenue Service or the U.S. Department of Labor ("DOL") may in the future specify. The Plan Administrator will apply Section 5.14 in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Plan Administrator's ability to establish and the expense of establishing a rollover IRA, and other factors. The Plan Administrator may charge to the Account of a lost Participant the reasonable expenses incurred under this Section 5.14 and which are associated with the lost Participant's Account.

**5.15 PLAN CORRECTION.** The Plan Administrator, in conjunction with the Employer and Trustee as appropriate, may undertake such correction of Plan errors as the Plan Administrator deems necessary, including but not limited to correction to maintain the Plan's status as an Eligible 457 Plan. The Plan Administrator under this Section 5.15 also may undertake Plan correction in accordance with any correction program that the Internal Revenue Service makes applicable to 457 plans.



**ARTICLE VI  
PARTICIPANT ADMINISTRATIVE PROVISIONS**

**6.01 BENEFICIARY DESIGNATION.** A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Plan Administrator or Trustee will pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his or her Account. The Plan Administrator will prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Plan Administrator, the form revokes all designations filed prior to that date by the same Participant. A divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of his or her spouse as his or her Beneficiary under the Plan unless the decree or a QDRO provides otherwise. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Adoption Agreement, unless the Employer in the Adoption Agreement specifies a different effective date.

**6.02 NO BENEFICIARY DESIGNATION.** If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Plan Administrator will pay the Participant's remaining Account in accordance with Article IV in the following order of priority, to:

- (a) The Participant's surviving spouse; or
- (b) The Participant's children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to
- (c) The Participant's estate.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee will pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated a beneficiary. A Beneficiary only may designate a beneficiary for the Participant's Account Balance remaining at the Beneficiary's death, if the Participant has not previously designated a successive contingent beneficiary and the Beneficiary's designation otherwise complies with the Plan terms. The Plan Administrator will direct a Trustee if applicable as to the method and to whom the Trustee will make payment under this Section 6.02.

**6.03 SALARY REDUCTION AGREEMENT.**

**(A) General.** A Participant must elect to make Salary Reduction Contributions on a Salary Reduction Agreement form the Plan Administrator provides for this purpose. The Salary Reduction Agreement must be consistent with the Employer's Adoption Agreement elections and the Plan Administrator in a Salary Reduction Agreement may impose such other terms and limitations as the Plan Administrator may determine.

**(B) Election Timing.** A Participant's Salary Reduction Agreement may not take effect earlier than the first day of the calendar month following the date the Participant executes the Salary Reduction Agreement and as to Compensation paid or made available in such calendar month. However, if an

Employee is eligible to become a Participant during the Employee's calendar month of hire, the Employee may execute a Salary Reduction Agreement on or before the date he/she becomes an Employee, effective for the month in which he/she becomes an Employee.

**(C) Sick, Vacation and Back Pay.** If the Employer in the Adoption Agreement permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who will incur a Severance from Employment may execute a Salary Reduction Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

**(D) Modification of Salary Reduction Agreement.** A Participant's Salary Reduction Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify his or her Salary Reduction Agreement by executing a new Salary Reduction Agreement. Any modification will become effective no earlier than the beginning of the calendar month commencing after the date the Participant executes the new Salary Reduction Agreement. Filing a new Salary Reduction Agreement will revoke all Salary Reduction Agreements filed prior to that date. The Employer or Plan Administrator may restrict the Participant's right to modify his or her Salary Reduction Agreement in any Taxable Year.

**6.04 PERSONAL DATA TO PLAN ADMINISTRATOR.** Each Participant and each Beneficiary of a deceased Participant must furnish to the Plan Administrator such evidence, data or information as the Plan Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Plan Administrator, provided the Plan Administrator advises each Participant of the effect of his or her failure to comply with its request.

**6.05 ADDRESS FOR NOTIFICATION.** Each Participant and each Beneficiary of a deceased Participant must file with the Plan Administrator from time to time, in writing, his or her address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his or her last address filed with the Plan Administrator, or as shown on the records of the Employer, binds the Participant, or Beneficiary, for all purposes of this Plan.

**6.06 PARTICIPANT OR BENEFICIARY INCAPACITATED.** If, in the opinion of the Plan Administrator or of the Trustee, a Participant or Beneficiary entitled to a Plan distribution is not able to care for his or her affairs because of a mental condition, a physical condition, or by reason of age, the Plan Administrator or at the direction of the Plan Administrator, the Trustee, may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to his or her attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Plan Administrator and to the Trustee. The Plan Administrator and the Trustee do not have any liability with respect to payments so made and neither the Plan Administrator nor the Trustee has any duty to make inquiry as to the competence of any person entitled to receive payments under the Plan.

**ARTICLE VII  
MISCELLANEOUS**

7.01 NO ASSIGNMENT OR ALIENATION. A Participant or Beneficiary does not have the right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Plan Administrator and the Trustee will not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are nonassignable and nontransferable. Furthermore, a Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

7.02 EFFECT ON OTHER PLANS. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

7.03 WORD USAGE. Words used in the masculine will apply to the feminine where applicable, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

7.04 STATE LAW. The laws of the state of the Employer's principal place of business will determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes State law.

7.05 EMPLOYMENT NOT GUARANTEED. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Plan Administrator, the Trustee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

7.06 NOTICE, DESIGNATION, ELECTION, CONSENT AND WAIVER. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers must be in writing and made in a form the Plan Administrator specifies or otherwise approves. To the extent permitted by Treasury regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically. Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

**ARTICLE VIII**  
**TRUST PROVISIONS—GOVERNMENTAL ELIGIBLE 457 PLAN**

**8.01 GOVERNMENTAL ELIGIBLE 457 PLAN.** The provisions of this Article VIII apply to a Governmental Eligible 457 Plan and do not apply to a Tax-Exempt Organization Eligible 457 Plan. The Employer in the Adoption Agreement may elect to substitute another trust (attached to this Plan as "Appendix A") or to modify any provision of Article VIII, consistent with Code §457(g) and applicable Treasury regulations.

**8.02 ACCEPTANCE/HOLDING.** The Trustee accepts the Trust created under the Plan and agrees to perform the duties and obligations imposed. The Trustee must hold in trust under this Article VIII, all Deferred Compensation until paid in accordance with the Plan terms.

**8.03 RECEIPT OF CONTRIBUTIONS.** The Trustee is accountable to the Employer for the funds contributed to it by the Employer or the Plan Administrator, but the Trustee does not have any duty to see that the contributions received comply with the provisions of the Plan.

**8.04 FULL INVESTMENT POWERS.** The Trustee has full discretion and authority with regard to the investment of the Trust, except with respect to a Trust asset under Participant direction of investment, in accordance with Section 8.12. The Trustee is authorized and empowered, but not by way of limitation, to exercise and perform the following powers, rights and duties:

(a) To invest any part or all of the Trust in any common or preferred stocks, open-end or closed-end mutual funds, put and call options traded on a national exchange, United States retirement plan bonds, corporate bonds, debentures, convertible debentures, commercial paper, U. S. Treasury bills, U. S. Treasury notes and other direct or indirect obligations of the United States Government or its agencies, improved or unimproved real estate situated in the United States, limited partnerships, insurance contracts of any type, mortgages, notes or other property of any kind, real or personal, and to buy or sell options on common stock on a nationally recognized options exchange with or without holding the underlying common stock, as a prudent person would do under like circumstances. Any investment made or retained by the Trustee in good faith will be proper but must be of a kind constituting a diversification considered by law suitable for trust investments;

(b) To retain in cash so much of the Trust as it may deem advisable to satisfy liquidity needs of the Plan and to deposit any cash held in the Trust in a bank account at reasonable interest;

(c) To invest, if the Trustee is a bank or similar financial institution supervised by the United States or by a State, in any type of deposit of the Trustee (or a bank related to the Trustee within the meaning of Code §414(b)) at a reasonable rate of interest or in a common trust fund as described in Code §584, or in a collective investment fund, the provisions of which the Trust incorporates by this reference, which the Trustee (or its affiliate, as defined in Code §1504) maintains exclusively for the collective investment of money contributed by the bank (or its affiliate) in its capacity as Trustee and which conforms to the rules of the Comptroller of the Currency;

(d) To manage, sell, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, insure, lease for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all property, real or personal, in such manner, for such

considerations and on such terms and conditions as the Trustee decides;

(e) To credit and distribute the Trust as directed by the Plan Administrator of the Plan. The Trustee will not be obliged to inquire as to whether any payee or distributee is entitled to any payment or whether the distribution is proper or within the terms of the Plan, or as to the manner of making any payment or distribution. The Trustee will be accountable only to the Plan Administrator for any payment or distribution made by it in good faith on the order or direction of the Plan Administrator;

(f) To borrow money, to assume indebtedness, extend mortgages and encumber by mortgage or pledge;

(g) To compromise, contest, arbitrate or abandon claims and demands, in the Trustee's discretion;

(h) To have with respect to the Trust all of the rights of an individual owner, including the power to exercise any and all voting rights associated with Trust assets, to give proxies, to participate in any voting trusts, mergers, consolidations or liquidations, to tender shares and to exercise or sell stock subscriptions or conversion rights;

(i) To lease for oil, gas and other mineral purposes and to create mineral severances by grant or reservation; to pool or unitize interest in oil, gas and other minerals; and to enter into operating agreements and to execute division and transfer orders;

(j) To hold any securities or other property in the name of the Trustee or its nominee, with depositories or agent depositories or in another form as it may deem best, with or without disclosing the trust relationship;

(k) To perform any and all other acts in its judgment necessary or appropriate for the proper and advantageous management, investment and distribution of the Trust;

(l) To retain any funds or property subject to any dispute without liability for the payment of interest, and to decline to make payment or delivery of the funds or property until a court of competent jurisdiction makes a final adjudication;

(m) To file all tax returns required of the Trustee;

(n) To furnish to the Employer and the Plan Administrator an annual statement of account showing the condition of the Trust and all investments, receipts, disbursements and other transactions effected by the Trustee during the Plan Year covered by the statement and also stating the assets of the Trust held at the end of the Plan Year, which accounts will be conclusive on all persons, including the Employer and the Plan Administrator, except as to any act or transaction concerning which the Employer or the Plan Administrator files with the Trustee written exceptions or objections within 90 days after the receipt of the accounts; and

(o) To begin, maintain or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee will not be obliged or required to do so unless indemnified to its satisfaction.

**(A) Nondiscretionary Trustee.** The Employer in the Adoption Agreement may elect to appoint a Nondiscretionary Trustee, subject to this Section 8.04(A). The Nondiscretionary Trustee does not have any discretion or authority with regard to the

investment of the Trust, but must act solely as a directed Trustee hereunder. The Nondiscretionary Trustee is authorized and empowered to exercise and perform the above Section 8.04 powers, rights and duties provided that the Trustee shall act solely as a directed Trustee and only in accordance with the written direction of the Employer, the Plan Administrator or of a Participant as applicable. The Nondiscretionary Trustee is not liable for making, retaining or disposing of any investment or for taking or failing to take any other action, in accordance with proper Employer, Plan Administrator or Participant direction.

**8.05 RECORDS AND STATEMENTS.** The records of the Trustee pertaining to the Trust will be open to the inspection of the Plan Administrator and the Employer at all reasonable times and may be audited from time to time by any person or persons as the Employer or Plan Administrator may specify in writing. The Trustee will furnish the Plan Administrator whatever information relating to the Trust the Plan Administrator considers necessary.

**8.06 FEES AND EXPENSES FROM FUND.** The Trustee will receive reasonable annual compensation in accordance with its fee schedule as published from time to time. The Trustee will pay from the Trust all fees and expenses the Trustee reasonably incurs in its administration of the Trust, unless the Employer pays the fees and expenses.

**8.07 PROFESSIONAL AGENTS.** The Trustee may employ and pay from the Trust reasonable compensation to agents, attorneys, accountants and other persons to advise the Trustee as in its opinion may be necessary. The Trustee may delegate to any agent, attorney, accountant or other person selected by it any non-Trustee power or duty vested in it by the Trust, and the Trustee may act or refrain from acting on the advice or opinion of any agent, attorney, accountant or other person so selected.

**8.08 DISTRIBUTION OF CASH OR PROPERTY.** The Trustee may make distribution under the Plan in cash or property, or partly in each, at its fair market value as determined by the Trustee.

**8.09 RESIGNATION AND REMOVAL.** The Trustee or the Custodian may resign its position by giving written notice to the Employer and to the Plan Administrator. The Trustee's notice must specify the effective date of the Trustee's resignation, which date must be at least 30 days following the date of the Trustee's notice, unless the Employer consents in writing to shorter notice.

The Employer may remove a Trustee or a Custodian by giving written notice to the affected party. The Employer's notice must specify the effective date of removal which date must be at least 30 days following the date of the Employer's notice, except where the Employer reasonably determines a shorter notice period or immediate removal is necessary to protect Plan assets.

#### **8.10 SUCCESSOR TRUSTEE.**

**(A) Appointment.** In the event of the resignation or the removal of a Trustee, where no other Trustee continues to service, the Employer must appoint a successor Trustee if it intends to continue the Plan. If two or more persons hold the position of Trustee, in the event of the removal of one such person, during any period the selection of a replacement is pending, or during any period such person is unable to serve for any reason, the remaining person or persons will act as the Trustee. If the Employer fails to appoint a successor Trustee as of the effective date of the Trustee resignation or removal and no other Trustee remains, the Trustee will treat the Employer as

having appointed itself as Trustee and as having filed the Employer's acceptance of appointment as successor Trustee with the former Trustee.

**(B) Automatic Successor.** Any corporation which succeeds to the trust business of the Trustee, or results from any merger or consolidation to which the Trustee is a party, or is the transferee of substantially all the Trustee's assets, will be the successor to the Trustee under this Trust. The successor Trustee will possess all rights, duties and powers under this Trust as if the successor Trustee were the original Trustee. Neither the Trustee nor the successor Trustee need provide notice to any interested person of any transaction resulting in a successor Trustee. The successor Trustee need not file or execute any additional instrument or perform any additional act to become successor Trustee.

**8.11 VALUATION OF TRUST.** The Trustee will value the Trust as of each Accounting Date to determine the fair market value of the Trust assets. The Trustee will value the Trust on such other date(s) the Plan Administrator may direct.

**8.12 PARTICIPANT DIRECTION OF INVESTMENT.** Consistent with the Plan Administrator's policy adopted under Section 5.02(1), the Trustee may consent in writing to permit Participants in the Plan to direct the investment to the Trust assets. The Plan Administrator will advise the Trustee of the portion of the Trust credited to each Participant's Account under the Plan, and subject to such Participant direction. As a condition of Participant direction, the Trustee may impose such conditions, limitations and other provisions as the Trustee may deem appropriate and as are consistent with the Plan Administrator's policy. The Trustee will report to the Plan Administrator the net income, gain or losses incurred by each Participant-Directed Account separately from the net income, gain or losses incurred by the general Trust during the Trust Year.

**8.13 THIRD PARTY RELIANCE.** No person dealing with the Trustee will be obliged to see to the proper application of any money paid or property delivered to the Trustee, or to inquire whether the Trustee has acted pursuant to any of the terms of the Trust. Each person dealing with the Trustee may act upon any notice, request or representation in writing by the Trustee, or by the Trustee's duly authorized agent, and will not be liable to any person whomsoever in so doing. The certificate of the Trustee that it is acting in accordance with the Trust will be conclusive in favor of any person relying on the certificate.

**8.14 INVALIDITY OF ANY TRUST PROVISION.** If any clause or provision of this Article VIII proves to be or is adjudged to be invalid or void for any reason, such void or invalid clause or provision will not affect any of the other provisions of this Article VIII and the balance of the Trust provisions will remain operative.

**8.15 EXCLUSIVE BENEFIT.** The Trustee will hold all the assets of the Trust for the exclusive benefit of the Participants and their Beneficiaries and neither the Employer nor the Trustee will use or divert any part of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants and Beneficiaries of the Plan. The Employer will not have any right to the assets held by the Trustee and the Trust assets will not be subject to the claims of the Employer's creditors or, except as provided in Section 4.06, of the creditors of any Participant or Beneficiary. No Participant or Beneficiary shall have any right to sell, assign, transfer or otherwise convey his or her Account or any interest in his or her Deferred Compensation. Notwithstanding the foregoing, the Plan Administrator may pay from a Participant's or Beneficiary's Account the amount the Plan Administrator finds is lawfully

demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary. The Trust created under the Employer's Plan is irrevocable and its assets will not inure to the benefit of the Employer.

8.16 SUBSTITUTION OF CUSTODIAL ACCOUNT OR ANNUITY CONTRACT. The Employer in the Adoption Agreement may elect to use one or more custodial accounts or annuity contracts in lieu of or in addition to the Trust established in this Article VIII. Any such custodial account or annuity contract must satisfy the requirements of Code §457(g)(3) and applicable Treasury regulations.

8.17 GROUP TRUST AUTHORITY. Notwithstanding any contrary provision in this Plan, the Trustee may, unless restricted in writing by the Plan Administrator, transfer assets of the Plan to a group trust that is operated or maintained exclusively for the commingling and collective investment of monies provided that the funds in the group trust consist exclusively of trust assets held under plans qualified under Code §401(a), individual retirement accounts that are exempt under Code §408(e), and eligible governmental plans that meets the requirements of Code §457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code §401(f) or under Code §457(g)(3). For purposes of valuation, the value of the interest maintained by the Plan in such group trust shall be the fair market value of the portion of the group trust held for Plan, determined in accordance with generally recognized valuation procedures.

**ARTICLE IX  
AMENDMENT, TERMINATION, TRANSFERS**

9.01 AMENDMENT BY EMPLOYER/SPONSOR. The Employer has the right at any time and from time to time:

(a) To amend this Plan and Trust Agreement and the Adoption Agreement in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan; and

(b) To amend this Plan and Trust Agreement and the Adoption Agreement in any other manner, including deletion, substitution or modification of any Plan, Trust or Adoption Agreement provision.

The Employer must make all amendments in writing. The Employer may amend the Plan by an Adoption Agreement election, by addenda, by separate amendment, or by restatement of the Adoption Agreement or Plan. Each amendment must state the date to which it is either retroactively or prospectively effective. The Employer also may not make any amendment that affects the rights, duties or responsibilities of the Trustee or the Plan Administrator without the written consent of the affected Trustee or the Plan Administrator.

9.02 TERMINATION/FREEZING OF PLAN. The Employer has the right, at any time, to terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Upon Plan termination, the Plan Administrator or Trustee shall distribute to Participants and Beneficiaries all Deferred Compensation as soon as is reasonably practicable following termination.

9.03 TRANSFERS. The Employer may enter into a Transfer agreement with another employer under which this Plan: (a) may accept a Transfer of a Participant's Account in the other employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to the other employer's Eligible 457 Plan. The plan sponsors of the plans

involved in the Transfer both must be States or both must be Tax-Exempt Organizations and the plans must provide for Transfers. The Participant or Beneficiary, after the Transfer will have Deferred Compensation in the recipient plan at least equal to his or her Deferred Compensation in the transferring plan immediately before the Transfer. Any Transfer also must comply with applicable Treasury regulations, and in particular Treas. Reg. §§1.457-10(b)(2) as to post-severance transfers between Governmental Eligible 457 Plans; 1.457-10(b)(3) as to transfers of all assets between Governmental Eligible 457 Plans; 1.457-10(b)(4) as to transfers between Governmental Eligible 457 Plans of the same Employer; and 1.457-10(b)(5) as to post-severance transfers between Tax-Exempt Organization Eligible 457 Plans. The Plan Administrator will credit any Transfer accepted under this Section 9.03 to the Participant's Account and will treat the transferred amount as a Deferral Contribution for all purposes of this Plan except the Plan Administrator, will not treat such Transfer as a Deferral Contribution subject to the limitations of Article III. In addition, in the case of a Transfer between Tax-Exempt Organization Eligible Plans, the recipient plans shall apply a Participant's distribution elections made under the transferor plan in accordance with Treas. Reg. §1.457-10(b)(6)(ii). The Plan's Transfer of any Participant's or Beneficiary's Account under this Section 9.03 completely discharges the Employer, the Plan Administrator, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

9.04 PURCHASE OF PERMISSIVE SERVICE CREDIT. A Participant in a Governmental Eligible 457 Plan, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of his or her Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

**BAZETTA TOWNSHIP TRUSTEES  
REGULAR MEETING MINUTES**

Date: December 7, 2015 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

**320-15** To accept the minutes from the November 17 Regular Meeting.

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

**321-15** 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

**322-15** To approve the attached *Proposal Prepared For: Bazetta Township Hillside Cemetery* at a cost of \$1,400.00, to be paid from the Cemetery Fund.

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

**323-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation (1.5 mill General Fund Additional Levy)*.

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

**324-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation (0.6 mill Police Equipment Fund Renewal Levy)*.

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

**325-15** To adopt the attached *Resolution to Proceed to Levy a Tax in Excess of the Ten Mill Limitation (0.8 mill Fire Fund Renewal Levy)*.

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

**326-15** To authorize the Fiscal Officer to make the following transfers.

*\$2,505.16 from General (01) to Capital Expenditures (30)*

*\$10,000.00 from General (01) to Cemetery (05)*

*\$12,000 from General (01) to Zoning (13)*

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- Invitation from Eastern Ohio Damage Prevention Council to attend their December Breakfast Meeting
- Copy of letter from Trumbull County Engineer to Trumbull County Commissioners regarding permit to haul or move overweight equipment over Bazetta Township Roads
- Letter from Ohio Utilities Protection Service regarding 2016 assessments
- Notice from Geauga-Trumbull Solid Waste Management District concerning solid waste facilities
- Notice from Dominion East Ohio of filing for a New PIR Adjustment Case
- Copy of letter from Trumbull County Engineer to Trumbull County Commissioners regarding permit to bore under and work in the right of way of Bazetta Township Roads
- Request from Firefighter/Paremedic Michael Wright to change his status from full-time to part-time
- Letter and estimate from Trumbull County Engineer for replacing a crosspipe on Morrow Drive

**Administration:**

- Trustee Parke stated that lights on the flag and memorial at the Administration Building have been installed
- Trustee Hovis thanked Glenn Holmes and Sean O'Brien for their efforts to get a water line up Route 5

**Fire Department:**

- Trustee Webb
  - Noted an article in "On the Run" about how the Bazetta Fire Department excels in water and ice rescue
  - Thanked the Fire Department for the efforts in this regard

**327-15** To authorize the change in employment status of Firefighter/Paramedic Michael Wright from full-time to part-time, with all associated reductions in compensation and benefits, effective January 3, 2016 at 8:00am.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

**328-15** To approve the attached posting for Firefighter II/Paramedic.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Police Department:**

- See Attached Agenda and Report
- Chief Hovis
  - Stated that their upcoming levy is just a renewal
  - Stated that "Shop with a Cop & Fireman" would be this Saturday at 10am at Wal-Mart
  - Thanked Wal-Mart for underwriting this event
  - Stated that www.niche.com reported that Bazetta Police Department is rated #1 in Trumbull County and #44 in the State of Ohio



**329-15** To approve an expenditure not to exceed \$26,886.74 for the purchase of a 2016 Ford Explorer from Mark Thomas Ford, to be paid from the Police Equipment Fund in 2016.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

**Road Department:**

- Superintendent Parke
  - Reported that he has cleared his 2016 budget with Fiscal Officer Drew
  - Reminded residents to clean their inlets before snow starts to fall
  - Reminded residents of the Snow Parking Ban

**330-15** To approve an expenditure not to exceed \$8,000.00 for a crosspipe replacement on Morrow Drive by the Trumbull County Engineer, to be paid from Gas Tax Fund.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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

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

- Zoning Inspector Mills
  - Had a couple of projects going on
  - Reported complaints about a business on Elm Road
  - Attended a regional planning meeting and new business incubator
  - Noted that a few people in attendance at the meeting were coming to look at the township
  - Stated that a nuisance property was schedule to be cleaned up soon

**Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:**

- Trustee Webb said the next meeting would be January 6 at 6:30pm at the Administration Building

**Parks & Recreation Board:**

- Trustee Parke said the expense below would be a drain on the General Fund and he would like to set it aside until we see if the levy passes in March
- Trustees Hovis and Webb concurred

**331-15** To approve an expenditure not to exceed \$3,500.00 for ag slag, to be paid from Park portion of the General Fund.

**Motion:** None

**Second:** None

**Vote:** None

**Safety Committee:**

- Nothing to report

**Health Insurance Committee:**

- Chief Hovis
  - The township is going to see a 15% increase in healthcare costs for 2016
  - This is down from the 25% figure we were originally quoted
  - Thanked the committee for their work in getting the number down
  - Superintendent Parke noted the new rate is just pennies higher than we were paying in 2005
  - Trustee Parke noted that, as of January 2016, OPERS is no longer requiring him to take township insurance

**332-15** To approve the attached *OPEC-HC January 1, 2016 Renewal*.

**Motion:** Trustee Parke

**Second:** Trustee Hovis

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

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

- Steve Millik from VFW Post 2662 scheduled to make a presentation and donation did not appear

**Public Comment:**

- Charles Bradley of Howland Wilson Road
  - Praised Police and Fire Departments for a call on his street
  - Expressed concern of a neighbor that response time was more than 10 minutes
  - Trustee Webb said response time may have been slower than usual because Station 13 has been closed for needed repairs
  - Chief Lewis concurred

**333-15** To adjourn the meeting at 7:18pm.

**Motion:** Trustee Hovis

**Second:** Trustee Parke

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 12-16-15



Approved by: Chairman Trustee Ted Webb

Dated: 12-21-15

PENDING WARRANT REPORT  
Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	132.30	VW 1	The Huntington National Bank	Service Charges
26326	587.91	VW26326	Automotive Distributors Warehouse	Supplies/Repairs
26327	875.00	VW26327	Jacob J. Abbott	Uniform Allowance
26328	300.54	VW26328	Automotive Distributors Warehouse	Supplies
26329	19.20	VW26329	AT&T Mobility	Service
26330	1332.23	VW26330	Bu\$iness Card	Supplies
26331	79.00	VW26331	Buckeye Welder Sales	Supplies
26332	588.00	VW26332	BE Solutions	Mo Admin Fees
26333	6345.17	VW26333	BE Solutions	Claims Runs
26334	28.79	VW26334	Capital One Commercial	Supplies
26335	111.03	VW26335	City of Warren, Utility Services	Service
26336	83.10	VW26336	Channing Bete Company, Inc.	Supplies
26337	5385.00	VW26337	Collins Heating & Cooling	Unit & Installation
26338	16.05	VW26338	Cortland Mower Sales, Inc.	Supplies
26339	150.00	VW26339	CLIA Laboratory Program	Final Certificate Fee
26340	178.98	VW26340	Dominion East Ohio	Service
26341	1535.21	VW26341	Delta Dental	Insurance
26342	162.01	VW26342	Nwtwork Billing Systems, LLC	Service
26343	800.00	VW26343	Attorney Mark S. Finamore	Service
26344	3496.00	VW26344	Finley Fire Equipment	Supplies/Equipment
26345	875.00	VW26345	Nathan S. Greathouse	Uniform Allowance
26346	875.00	VW26346	Bryan M. Galida	Uniform Allowance
26347	439.99	VW26347	Graybar Financial Services, LLC	Service
26348	266.94	VW26348	Handyman Supply Inc.	Supplies
26349	875.00	VW26349	Christopher G. Herlinger	Uniform Allowance
26350	875.00	VW26350	Michael J. Hovis	Uniform Allowance
26351	25.60	VW26351	Lowe's Business Acct/SYNCB	Supplies
26352	98.44	VW26352	Lou Wollam Chevrolet, Inc.	Supplies
26353	875.00	VW26353	Dennis K. Lewis	Uniform Allowance
26354	141.38	VW26354	Michael Mannella	Nov Healthcare opt-Out
26355	262.32	VW26355	NAPA Auto Parts	Supplies
26356	291.60	VW26356	Orwell Natural Gas	Service
26357	325.00	VW26357	Ohio Insurance Services Agency	Annual COBRA Admin
26358	1155.00	VW26358	Ohio Billing Inc.	EMS Trip Submissions
26359	13885.92	VW26359	Ohio Insurance Services Agency	Insurance
26360	1041.43	VW26360	Ohio Edison	Service
26361	3071.03	VW26361	Ohio Treasurer, Josh Mandel	OPWC Loans 2015
26362	1773.32	VW26362	Ohio Edison	Service
26363	275.00	VW26363	OFESF	Supplies
26364	101.25	VW26364	Penn Care Medical Products	Supplies
26365	211.65	VW26365	Physio-Control, Inc.	Service
26366	305.00	VW26366	Quality Truck Body & Equipment Co., Inc.	Supplies
26367	346.95	VW26367	Ricoh USA, Inc.	Supplies/Labor
26368	875.00	VW26368	Shawn P. Rentz	Uniform Allowance
26369	19.25	VW26369	Respiratory Care Partners, Inc.	Supplies
26370	112.68	VW26370	Sunburst Environmental Service, Inc.	Service
26371	42.00	VW26371	Southeastern Emergency Equipment	Supplies
26372	875.00	VW26372	Joseph A. Sofchek	Uniform Allowance
26373	200.00	VW26373	Schultz Towing, Inc.	Tows
26374	324.80	VW26374	Standard Insurance Company RD	Insurance
26375	35.68	VW26375	Sunrise Spring Water Company	Service
26376	484.18	VW26376	Time Warner Cable-Northeast	Service
26377	191.26	VW26377	Trumbull County Water And Sewer	Service
26378	6417.76	VW26378	Trumbull County 911	9-1-1 Service
26379	107.00	VW26379	Treasurer State of Ohio	Service
26380	486.00	VW26380	Trumbull County Treasurer	2015 OEPA Annual Discha
26381	397.51	VW26381	Verizon Wireless	Service
26382	875.00	VW26382	Donald R. Utterback	Uniform Allowance
26383	496.16	VW26383	Vision Service Plan-(OH)	Insurance
26384	191.75	VW26384	Warren Fire Equipment, Inc.	Supplies
=====				
	62729.37		Total Amount of Pending Warrants	

**PROPOSAL PREPARED FOR:**

**Bazetta Township  
Hillside Cemetery**

**Cortland, Ohio  
Att: Robyn Matheny**

**PRESENTED BY:**

**Cemetery Mapping Services  
219 Webbshaw Drive  
Centerville, OH 45458  
937-885-0283  
937-885-4512-Fax**

**PROPOSAL DATE: October 31, 2015  
VALID THRU: December 31, 2015**

The following is a breakdown of mapping prices.

Section/Block	Total Spaces (Approx)	Map Price	
New Section Update Overall Cemetery Map  Includes Inventory Setup**	2470	\$1,400.00 **	

\*\*Note: Inventory setup only \$400.00  
Attached is a 'screen print' of the maps completed

I agree with the above terms and accept this proposal to authorize CMS to begin mapping services.

*Rebecca* Fiscal Officer 12-08-15  
Bazetta Township - Hillside Cemetery Date

Hillside Cemetery  
Bazetta Township - Trumbull, Ohio

A	Memorial Section s	G	East Extension s		
B	Memorial Section m	H	East Extension m		
C	Original Section s	I	Vandervolt Add. 1	O	Overall
D	Original Section m	J	Vandervolt Add. 2		
E	Replot #4	K	North Sect Addition	Z	All Maps
F	Lake Replot	L	Chapel Section	Q	Quit

s = single page map print

m = multiple page map print

Update switch = Y

Enter Selection:

**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #323-15 (Additional Current Expense Tax Levy 1.5 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 7th day of December, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, on the 10th day of November, 2015 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191 at a rate not exceeding 1.5 mill for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$210,542.00, based upon the current assessed valuation of the Township of \$140,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of an additional tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (A), and ORC §5705.191, for the current expenses of said township, at a rate not exceeding 1.5 mill for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 15th of March, 2016; and

**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (A), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Parke seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 7th day of December, 2015.



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Fiscal Officer Rita K. Drew



**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #324-15 (Renewal Police Equipment Tax Levy 0.6 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 7th day of December, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Parke moved the adoption of the following resolution:

**WHEREAS**, on the 10th day of November, 2015 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191 at a rate not exceeding 0.6 mill for each one dollar of valuation, which amounts to \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$55,012.00, based upon the current assessed valuation of the Township of \$140,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of a renewal tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (J), and ORC §5705.191, for providing and maintaining motor vehicles, communications, other equipment, buildings and sites for such building used directly in the operation of a police department, or the payment of salaries of permanent police personnel, including the payment of police officer employer's contribution required under ORC §742.33 or the payment of the costs incurred by townships as a result of contracts made with other political subdivisions in order to obtain police protection, or the provision of ambulance or emergency medical services operated by a police department, at a rate not exceeding 0.6 mill for each one dollar of valuation, which amounts to \$0.06 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 15th of March, 2016; and


**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (J), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Hovis seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 7th day of December, 2015.



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Fiscal Officer Rita K. Drew

**RESOLUTION TO PROCEED TO LEVY A TAX  
IN EXCESS OF THE TEN MILL LIMITATION**

**Resolution #325-15 (Renewal Fire Tax Levy 0.8 mills)**

The Board of Township Trustees of Bazetta Township, Trumbull County, Ohio met in Regular Session on the 16th day of November, 2015, at the office of said Board, with the following members present:

Trustee Paul Hovis  
Trustee Frank Parke  
Trustee Ted Webb

Trustee Hovis moved the adoption of the following resolution:

**WHEREAS**, on the 10th day of November, 2015 the Board of Trustees passed a resolution declaring the necessity, for the purposes set forth in ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191 at a rate not exceeding 0.8 mill for each one dollar of valuation, which amounts to \$0.08 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017; and

**WHEREAS**, the Trumbull County Auditor has certified to the Board of Trustees that the dollar amount of revenue to be generated by the tax levy during the first year of collection is \$92,201.00, based upon the current assessed valuation of the Township of \$140,361,060.

**NOW THEREFORE BE IT RESOLVED** by the Board of Trustees of Bazetta Township, Trumbull County, State of Ohio, all members elected thereto concurring that the Board desires to proceed with the submission of the question of a renewal tax levy in excess of the ten mill limitation for the benefit of Bazetta Township, pursuant to under ORC §5705.03, ORC §5705.19 (I), and ORC §5705.191, for providing and maintaining fire apparatus, appliance buildings, or sites therefore, or sources of water supply and materials therefore, or the establishment and maintenance of lines of fire alarm telegraph, or the payment of permanent, part-time, or volunteer firefighters personnel or fire fighting companies to operate the same, including the payment of firefighter employer's contribution required under ORC §742.34 or to purchase ambulance equipment, or to provide ambulance, paramedic, or other emergency medical services operated by a fire department or fire fighting company, at a rate not exceeding 0.8 mill for each one dollar of valuation, which amounts to \$0.08 for each one hundred dollars of valuation for a period of 5 years, commencing tax year 2016 collection year beginning 2017.

**BE IT FURTHER RESOLVED** that the provisions of said tax levy be submitted to the electors of said Bazetta Township, in the primary election to be held on the 15th of March, 2016; and

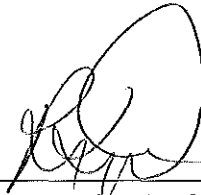
**BE IT FURTHER RESOLVED** that this tax levy be submitted to the electors under the authority of said Ohio Revised Code §5705.03, ORC §5705.19 (I), and ORC §5705.191; and

**BE IT FURTHER RESOLVED** that the Fiscal Officer of the Board of Township Trustees of Bazetta Township is hereby directed to certify a copy of the Resolution to the Board of Elections, Trumbull County, Ohio, not less than ninety days prior to the election and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Trustee Parke seconded the motion and the roll being called upon its adoption the vote resulted as follows:

Trustee Hovis - Yes  
Trustee Parke - Yes  
Trustee Webb - Yes

Adopted the 7th day of December, 2015.



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Fiscal Officer Rita K. Drew

Police Department Agenda for trustee meeting Monday December 7, 2015

Thu 12/3/2015 12:05 PM

From: "Michael Hovis"

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

The only thing for the agenda for meeting is as follows:

1. To purchase a 2016 Ford Explorer 4-Door from Mark Thomas Ford at a price not to exceed \$26,886.74. To be paid for from the police equipment fund. Quote attached . 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**

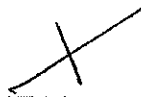
**Fax: 330-638-9927**

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

**[www.facebook.com/BazettaTownshipPoliceDept](http://www.facebook.com/BazettaTownshipPoliceDept) (<http://www.facebook.com/BazettaTownshipPoliceDept>)**

**Attachments:**

- 2016 Ford quote.pdf



CNGP530 VEHICLE ORDER CONFIRMATION 11/17/15 11:30:48  
==> Dealer: F44072

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 9999 Priority: A1 Ord FIN: QX656 Order Type: 5B Price Level: 635  
Ord Code: 500A Cust/Flt Name: BAZETTA PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
K8A 4DR AWD POLICE	\$30930	\$29152.00	59B KEY CODE B	\$50	\$48.00
.112.6" WB			60R NOISE SUPPRESS	100	93.00
YZ OXFORD WHITE			68G RR DR/LK INOP	35	32.00
9 CLTH BKTS/VNL R			86P FRT LMP HOUSING	125	117.00
W EBONY INTERIOR			FLEX FUEL		
500A EQUIP GRP			SP DLR ACCT ADJ		(1284.00)
.PREM SINGLE CD			SP FLT ACCT CR		(401.00)
99R .3.7L V6 TIVCT	NC	NC	FUEL CHARGE		4.74
44C .6-SPD AUTO TRAN	NC	NC	B4A NET INV FLT OPT	NC	7.00
53M SYNC SYSTEM	295	276.00	DEST AND DELIV	945	945.00
FRT LICENSE BKT	NC	NC	TOTAL BASE AND OPTIONS	32995	29471.74
17T CARGO DOME LAMP	50	48.00	TOTAL	32995	29471.74
18W RR WINDOW DEL	25	23.00	*THIS IS NOT AN INVOICE*		
43D COURTESY DISABL	20	19.00			
51T SPT LAMP DR LED	420	392.00			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu  
F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC02773

fmcdealr@Steve-HP

Nov 17, 2015 11:31:04 AM

29,471.74

2600 - CONVERSION

26,871.74

15.00 - Title

26,886.74



# November 2015 Bazetta Police Department Activity

Published Date: December 7, 2015

Activity	Total
Calls for Service	536
Incident Reports Filed	99
Traffic Crash Investigations	16
Number of Persons Arrested	52
Traffic Offenses	98
Traffic Citations Issued	77
Vehicle Miles Traveled	9,805.70
Office Contacts	181

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

# BAZETTA FIRE DEPARTMENT

STATION 11

*Bazetta*

*Striving for a Better Tomorrow*

773 EVERETT-HULL RD  
CORTLAND, OHIO 44410  
(330) 637-4136 FAX (330) 638-4193

**Chief**  
**Dennis Lewis**

STATION 13



**Captain**  
**Mike Mannella**

**Captain**  
**Tom Rink**

**Captain**  
**Dave Walter**

Posting Date: December 8, 2015

Position: Firefighter II / Paramedic

Final Filing Date: December 31, 2015 – 1600 hours

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 December 31, 2015 – 1600 hrs.

## Minimum Requirements are:

Shall have a minimum of Firefighter II and Paramedic to be eligible to apply for a vacant firefighter/medic position.

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 December 31, 2015 – 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  
Chief of Fire & EMS





October 12, 2015

**Re: OPEC-HC January 1, 2016 Renewal**

Dear Member:

In 2000, the Ohio Public Entity Consortium was formed to assist local governments in procuring and servicing their benefit needs.

Over the years, we have seen many changes in the healthcare landscape. With the onset of the Affordable Care Act, members began transitioning to our Ohio Public Entity Consortium Healthcare Cooperative (OPEC-HC), on July 1, 2014. OPEC-HC has grown to over 3,000 covered employees with over \$38,000,000 of annual revenue.

OPEC-HC offers many advantages, exemption from both the Federal Marketshare Tax of 3.3% and the State Premium Tax of 1.4%, Control of Plan Design, Choice of Networks, Administrative Cost Savings and Strength in Numbers.

OPEC-HC is part of a much bigger group, Jefferson Health Plan (JHP). JHP was first established in 1985, and has grown to 18,000 covered employees. Over the past 30 years, it has accumulated reserves in excess of \$100 million.

As we enter our first renewal of a 3 year contract, claims have been higher than projected. By December 31, 2015, the actuaries predict a \$6 to \$7 million deficit.

One of the major advantages is OPEC-HC's ability to access reserves and spread any assessment of deficit recovery over a period of time, rather than collecting the shortfall all at once.

Given these considerations, our deficit recovery is being built into our January 1, 2016 renewal.

Healthcare trend is averaging about 12% increase in cost on an annual basis, comprised of medical cost inflation, prescription cost inflation, and increased utilization.

Taking into account our deficit, our renewal is 25%. Your renewal documents are attached as well as options.

Also, for those members that wish to renew their current plan, there is a special line item option. Any member renewing their existing benefits may elect to receive a 12.5% renewal and receive a special line item "assessment of deficit recovery". This assessment of deficit recovery equals \$2,000 per the average number of employees on the plan in 2015. This assessment would be spread-out into 12 equal payments of \$167 per employee beginning with the January 1, 2016 invoice.

Please call Ohio Insurance Services with any questions at (800) 989-9095.

Bazetta Township/Trumbull County



<u>In-Network Benefits</u>		<b>Current Plan</b>	<b>Renewal Plan</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
Single Deductible		\$2,500	\$2,500	\$3,000	\$3,500	\$4,000
Family Deductible		\$5,000	\$5,000	\$6,000	\$7,000	\$8,000
Co-insurance		100%	100%	100%	100%	100%
Single (Ded./ Co-Ins.) Out of Pocket		\$2,500	\$2,500	\$3,000	\$3,500	\$4,000
Family (Ded./ Co-Ins.) Out of Pocket		\$5,000	\$5,000	\$6,000	\$7,000	\$8,000
Primary Care Physician Office Visit		\$30	\$30	\$30	\$30	\$30
Specialist Office Visit		\$60	\$60	\$60	\$60	\$60
Emergency Room		\$300	\$300	\$300	\$300	\$300
Urgent Care		\$75	\$75	\$75	\$75	\$75
Preventative		100%	100%	100%	100%	100%
Retail Pharmacy (30 day supply)		\$10 / \$35 / \$70	\$10 / \$35 / \$70	\$10 / \$35 / \$70	\$10 / \$35 / \$70	\$10 / \$35 / \$70
<b><u>Coverage Rate Breakdown</u></b>	<b><u>Count</u></b>					
Employee Only	9	\$334.14	\$417.68	\$409.32	\$400.97	\$392.61
Employee & Spouse	2	\$734.45	\$918.06	\$899.70	\$881.34	\$862.98
Employee & Child(ren)	2	\$564.04	\$705.05	\$690.95	\$676.85	\$662.75
Family	8	\$1,031.46	\$1,289.33	\$1,263.54	\$1,237.75	\$1,211.97
<b>Estimated Monthly Total</b>	<b>21</b>	<b>\$13,855.92</b>	<b>\$17,319.90</b>	<b>\$16,973.50</b>	<b>\$16,627.10</b>	<b>\$16,280.71</b>

Indicate Option Choice

12.5% Renewal of current benefits with Line Item Assessment of Deficit Recovery

Rates are proposed for 1/1/2016. Please indicate in the check box above your group's 1/1/2016 plan selection. All plan changes must be received by 11/30/2015 or your plan design will renew as is for 1/1/2016.

X

12-7-15

Authorized Signature

Date

Please submit this form to:  
 Ohio Insurance Services  
 Attn: Andrea Moore  
[amoore@ohioinsuranceservices.com](mailto:amoore@ohioinsuranceservices.com)  
 Or Fax to: (614) 873-2916

## **Bazetta Township Zoning Commission**

3372 State Route 5, N.E. · Cortland, Ohio 44410

Phone (330) 637-8816 · Fax (330) 637-4588

Chairman: Curtis Lonsbrough · Vice Chairman: Rita Benoit

Walter Maycher · Howard Wetzel · Jack Hineman

Alternates: Dianne Runnestrand and Jennifer Nicholas

Secretary: Jeannie Eddy

On April 1, 2015 at 7:00PM at the Township Administration Building the Bazetta Zoning Commission held its regular quarterly meeting.

Members Present: Rita Benoit, Howard Wetzel, Jack Hineman, and Dianne Runnestrand.

Members Absent: Walter Maycher and Curtis Lonsbrough

Also Present: Secretary Jeannie Eddy

Rita Benoit called the meeting to order at 7:01pm.

Rita Benoit asked Secretary Jeannie Eddy to read the legal notice published in the Trumbull County Legal News.

Rita Benoit made a motion to accept the meeting minutes from January 7, 2015 as written seconded by Howard Wetzel.

Roll Call Vote: Rita Benoit YES, Howard Wetzel YES, Jack Hineman YES, Dianne Runnestrand YES.

YES: 4

NAY: 0 Motion Passed

Alternate Dianne Runnestrand made a motion to have the meeting minutes from the previous quarterly meeting emailed one week prior to the next quarterly meeting for review, seconded by Howard Wetzel.

Roll Call Vote: Rita Benoit NO, Howard Wetzel YES, Jack Hineman NO, Dianne Runnestrand YES.

YES: 2

NAY: 2 Motion Was Not Passed

Alternate Dianne Runnestrand made a motion to have all Zoning documents emailed one week prior to a Public Hearing for review before voting.

Motion was not seconded therefore no vote was taken.

Motion was made by Rita Benoit to adjourn meeting, seconded by Dianne Runnestrand.

Roll Call Vote: Rita Benoit YES, Howard Wetzel YES, Jack Hineman YES, Dianne Runnestrand YES.

YES: 4

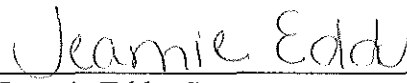
NAY: 0 Motion Passed

Meeting adjourned at 7:25PM.



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Rita Benoit, Vice Chairman



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Jeannie Eddy, Secretary

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On January 7, 2015 at 7:00PM at the Township Administration Building the Bazetta Zoning Commission held its regular quarterly meeting.

Members Present: Rita Benoit, Walter Maycher, Howard Wetzel, Jack Hineman.

Members Absent: Curtis Lonsbrough

Also Present: Secretary Jeannie Eddy, Trustee Webb, Jennifer Nicholas

Rita Benoit called the meeting to order at 7:01pm.

Rita Benoit asked Secretary Jeannie Eddy to read the legal notice published in the Tribune.

Howard Wetzel made a motion to accept the meeting minutes from October 1, 2014 as written seconded by Walter Maycher.

Roll Call Vote: Rita Benoit YES, Walter Maycher YES, Howard Wetzel YES, Jack Hineman YES.

YES: 4

NAY: 0 Motion Passed

Motion made by Jack Hineman to nominate Curtis Lonsbrough to position of Chairman seconded by Rita Benoit.

Roll Call Vote: Rita Benoit YES, Walter Maycher YES, Howard Wetzel YES, Jack Hineman YES.

YES: 4

NAY: 0 Motion Passed

Motion made by Howard Wetzel to nominate Rita Benoit to position of Vice Chairman seconded by Walter Maycher.

Roll Call Vote: Walter Maycher YES, Howard Wetzel YES, Jack Hineman YES.

YES: 3

NAY: 0 Motion Passed

Trustee Webb discussed a few zoning concerns that will be addressed in 2015, such as, mobile homes and rezoning of parcels in Timber Creek Heights.

Alternate Board member Jennifer Nicholas stated that she would like the board to consider updating portions of the R-2 section in the Township Zoning Resolution Book. She said that she will discuss with Zoning Inspector Mike Mills.

Motion made by Jack Hineman seconded by Howard Wetzel to adjourn meeting.

Roll Call Vote: Rita Benoit YES, Walter Maycher YES, Howard Wetzel YES, Jack Hineman YES.

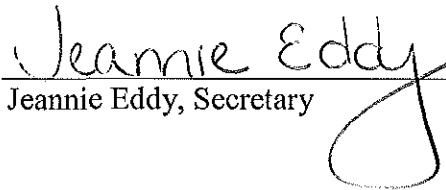
YES: 4

NAY: 0 Motion Passed

Chairman adjourned the meeting at 7:15PM.



Rita Benoit, Vice Chairman



Jeannie Eddy, Secretary

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Walter Maycher · Howard Wetzel · Jack Hineman

Alternates: Dianne Runnestrand and Jennifer Nicholas

Secretary: Jeannie Eddy

On July 1, 2015 at 7:00PM at the Township Administration Building the Bazetta Zoning Commission held its regular quarterly meeting.

Members Present: Curtis Lonsbrough, Rita Benoit, Walter Maycher, Jack Hineman

Members Absent: Howard Wetzel

Also Present: Secretary Jeannie Eddy, Trustee Webb, Dianne Runnestrand, and Jennifer Nicholas.

Chairman Curtis Lonsbrough called the meeting to order at 7:05

Chairman Curtis Lonsbrough asked Secretary Jeannie Eddy to take roll call and to read the legal notice published in the Trumbull County Legal News.

Rita Benoit made a motion to accept the meeting minutes from April 1, 2015 as written seconded by Walter Maycher.

Roll Call Vote: Rita Benoit **YES**, Walter Maycher **YES**, Jack Hineman **YES**.

YES: 3

NAY: 0

**Motion Passed**

Trustee Webb had the following items to discuss with the board:

1. Reminded the board that only 3 regular board members need to be present to have a quorum and up to 5 regular board members per meeting. Alternates are only needed if there is not 3 regular board members present.
2. As per Fiscal Officer Drew the state is now random drug testing not only regular employees of the Township but also any person(s) that get paid which includes members of the Zoning Board and Zoning Appeals Board. Six names per quarter get selected.
3. The Bazetta Township Zoning Commission Rules of Procedure that was adopted July 7, 2010 needs updated to meet ORC. Trustee Webb proposes that the board change the wording on page 3 Section 7 Voting , sentence 3 to read the following... The majority vote of at least (3) instead of the concurring vote of three (3).

Jack Hineman made a motion to revise that sentence in the Zoning Commission Rules of Procedure seconded by Rita Benoit.

Roll Call Vote: Curtis Lonbrough YES, Rita Benoit YES, Walter Maycher YES, Jack Hineman YES.

YES: 4

NAY: 0

**Motion Passed**

Board Member Jack Hineman had a few concerns within the Township. They are as follows:

1. He is a master gardner and some concerns with soil conservation and erosion control.
2. Concerned with rules on chickens
  - Trustee Webb stated this is a county rule or regulation and believes it is up to 6 chickens and no roosters, could possible fall under our township property maintenance code.
3. Are temporary car ports (tents) allowed.
  - Trustee Webb said no.

Alternate Board Member Dianne Runnestrand presented the Board with a packet to review for Board Member Preparation. Please see the attached documents to the minutes.

The Board members made a request to Trustee Webb that they would like to see Zoning Inspector Mike Mills attend the quarterly meetings.

The Board members along with Trustee Webb discussed the zone change on 2 or 3 parcels in Timber Creek Heights from commercial to residential. Trustee Webb said he would ask Zoning Inspector Mike Mills to get the paperwork ready for Secretary Jeannie Eddy to proceed. The Board would like to hold the public hearing on these parcels at the next quarterly meeting which is October 7, 2015.

Rita Benoit made a motion to adjourn the meeting seconded by Walter Maycher.

Roll Call Vote: Curtis Lonbrough YES, Rita Benoit YES, Walter Maycher YES, Jack Hineman YES.

YES: 4

NAY: 0

**Motion Passed**

Meeting adjourned at 7:55PM.

  
Curtis Lonbrough, Chairman

  
Jeannie Eddy, Secretary



From: Dianne Runnestrand

Date: July 1, 2015

To : Bazetta Zoning Board

Topic: Board Member Preparation

Thank you for listening to my concerns last meeting. The impetus for my motions at our April 1, 2015 meeting was to assure that Zoning Board Members have an opportunity to review and consider motions prior to voting. During the 1 and ½ years I have served on the Board as an alternate, the Board has voted on at least six important issues without having an opportunity to consider the wisdom of the proposal. Examples of these votes where a vote occurred without notice or supporting documentation (agenda notice, neighbor's views, maps, etc.) are:

1. A vote to change the zoning requirements regarding the placement of secondary buildings;
2. A vote on making a zoning exception for a privately owned indoor baseball practice building;
3. A vote on allowing churches to build in residential areas;
4. A vote on the election of officers;
5. A vote on the motion to allow a variance for a garage used for an auto repair shop; and
6. A vote on reducing the square footage requirements for new residential buildings.

The Zoning Board Members assured me that in the future we would not vote on zoning changes without time to consider the issue, but I am concerned that this assurance is not the same as having a policy that provides for notice and relevant information to Board Members prior to a vote. To that end, I have researched and attached standard recommendations for board meeting preparation. The attached document provides generally acceptable steps for board preparation. I would appreciate the Board's review of these standard guidelines with a hope to clarify and routinize the process. Thank you for considering these recommendations.

# How to Prepare for a Board Meeting

An unprepared board member can make for a frustrating board meeting experience and leave other board members unmotivated and stressed about the work that they do. The only way for a board meeting to run successfully is if all members of the board, from officers to board members, adequately prepare for the meeting. Officers of the company usually have a larger role in running board meetings and will likely take longer to prepare for the meeting. The steps below contain information for all members of a board to use in order to prepare for a successful board meeting.

## Steps

1. **1 Read and understand the bylaws.** Every corporation, whether for-profit or not-for-profit, has a set of bylaws. The bylaws set forth how the corporation will run, how voting is conducted, who the officers are, along with other important information. Every board member should have a copy of the bylaws and bring it to each board meeting for reference.
2. **2 Review contracts and other business documents.** If contracts or other documents will be discussed at a board meeting, even if the discussion will be brief, each person attending the board meeting should receive copies of the documents and review them before attending the meeting. Otherwise, time is wasted when board members are forced to review the document and attempt to engage in discussion of them on the spot. Giving board members the documents ahead of time allows them to carefully review the documents, make notes of issues they see with them, and come to the meeting prepared to discuss them. If, for example, the company is considering leasing a building, each board member should receive a copy of the proposed lease to review before the meeting at which the lease will be discussed.
3. **3 Meet with committees.** Board meetings are an excellent opportunity to share with the entire board the work that has been done by committees. If board meetings happen infrequently, the committee should meet soon before the board meeting to review work done and prepare remarks to report to the board.
4. **4 Follow-up on any assigned tasks.** If you were assigned a task at a previous board meeting, make sure you follow up on that task before the next board meeting.

5. **5 Prepare remarks on items you wish to present to the board.** If you have something to report on to the board, such as a potential contract with a vendor that you solicited, or feedback received from a customer, make a note of it to report to the board. Writing out remarks, or at least making note of the things you wish to discuss will make the meeting run smoothly and ensure that all the items you wish to discuss are discussed.
6. **6 Set an agenda.** Whoever is in charge of running the board meeting, usually but not necessarily the President, should circulate a proposed agenda to all board members approximately 1 week before the board meeting. The President may enlist the assistance of the Secretary or another board member for the circulating of the agenda. Email is especially useful for this task. In the email, ask the board members for any additional items they wish to discuss, and set an agenda that is manageable.
  - o Set time-sensitive or most-pressing matters early in the agenda and, those items that can wait for the next meeting -- should this meeting run long -- toward the bottom of the agenda. Set forth the topics in a logical order so that you are not jumping around to different items on the agenda. If your meetings are generally an hour or two in length, try to plan the agenda accordingly. If there are a number of pressing matters that must be discussed, communicate to the board early on that this meeting will take longer than other meetings so that they can plan to stay longer.
  - o Once the agenda is set, send it to the board members via email so that they have a finalized copy. Additionally, the Secretary should print copies to distribute at the meeting, and to file in the corporate book.
7. **7 Review the minutes from the previous meeting.** This typically occurs at the beginning of the board meeting, where the Secretary will read the minutes aloud to the board. It also is part of your preparation for the meeting. Recalling what was discussed at the previous meeting helps give context to the new items on the meeting agenda. It can also help you remember any tasks that were assigned to you at the previous meeting.
8. **8 Ensure that any equipment needed is present and in working order.** If your board allows members that cannot attend the meeting in person to be present via conference call, be sure that you have the proper equipment in place so that everyone can hear each other. Make test calls before the meeting to ensure that your equipment works. Make sure any other equipment to be used, such as a projector or computer, is at the meeting and is set up in advance.

## Sources and Citations

- <http://www.robertsrules.org/>
- <http://www.cooperativegrocer.coop/articles/2004-01-09/meeting-preparation>

# **UNOFFICIAL/UNAPPROVED**

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Alternates: Dianne Runnestrand and Jennifer Nicholas

Secretary: Jeannie Eddy

On October 7, 2015 at 7:00PM at the Township Administration Building the Bazetta Zoning Commission held its regular quarterly meeting.

Members Present: Curtis Lonsbrough, Rita Benoit, Walter Maycher, Howard Wetzel, and Jack Hineman

Members Absent: None

Also Present: Secretary Jeannie Eddy, Trustee Webb, Dianne Runnestrand, Zoning Inspector Mike Mills, and Township Resident Beth Petracco.

Chairman Curtis Lonsbrough called the meeting to order at 7:00PM.

Chairman Curtis Lonsbrough asked Secretary Jeannie Eddy to take roll call and to read the legal notice published in the Trumbull County Legal News.

Walter Maycher made a motion to accept the meeting minutes from July 1, 2015 as written seconded by Rita Benoit.

Roll Call Vote: Curtis Lonsbrough **YES**, Rita Benoit **YES**, Walter Maycher **YES**, Jack Hineman **YES**.

YES: 4

NAY: 0

**Motion Passed**

The Board established the following dates and time for the Quarterly Meetings in 2016:

January 6, 2016; April 6, 2016; July 6, 2016; and October 5, 2016

Per request of Zoning Inspector Mike Mills the new meeting time for 2016 will be 6:30PM. This will allow him to attend the meetings due to the fact that he has another commitment on those meeting dates.

Rita Benoit made a motion to establish the following dates and time for the 2016 Quarterly Meetings seconded by Howard Wetzel.

Roll Call Vote: Curtis Lonsbrough YES, Rita Benoit YES, Walter Maycher YES, Howard Wetzel YES, Jack Hineman YES.

YES: 5

NAY: 0

**Motion Passed**

Township Resident Beth Petracco who resides at 2047 Quail Run would like the Board to consider writing some zoning texts limiting the time permitted for selling items on a residential property. Zoning Inspector Mike Mills said he would look into and present the Board with it in early 2016 along with some other text revisions. The Board agreed with Zoning Inspector Mike Mills.

Township Resident and Zoning Board Alternate Dianne Runnestrand emailed the following document to board members prior to the meeting. She also made handouts for the members also and passed them out. The Board and Ms. Runnestrand agreed to read the document silently but Ms. Runnestrand requested that the document be entered into the minutes. The document is as follows:

Public Comment to the Bazetta Township Zoning Commission

October 7, 2015

Dianne Sudranski Winters-Runnestrand, Ph.D.

The minutes of the July 1, 2015 meeting represent a meeting that was illegally configured and conducted and should not be approved. The Ohio Supreme Court holds minutes are inadequate when they contain inaccuracies that are not corrected.<sup>930</sup> The minutes should not be approved for the following reasons:

1. The Board was illegally configured. Based on 519.04 of the Ohio Revised Code:

The commission shall be composed of five members who reside in the unincorporated area of the township, to be appointed by the board. The board of township trustees may appoint two alternate members to the township zoning commission, for terms to be determined by the board of township trustees. An alternate member shall take the place of an absent regular member at any meeting of the township zoning commission, according to procedures prescribed by resolution by the board of township trustees. An alternate member shall meet the same appointment criteria as a regular member. When attending a meeting on behalf of an absent member, the alternate member

may vote on any matter on which the absent member is authorized to vote.

Also, According to the Bazetta Township legal counsel August 31, 2015 opinion to the Bazetta Board of Trustees, “In the absence of a resolution as provided and/or required by ORC 519.04 to the contrary, I believe the Alternate has a right to require her/him to take the place of an absent member and sit on the board.”

2. The meeting was conducted improperly because no agenda or minutes were provided before the meeting. According to the Ohio Open Meetings Act,

A public body must promptly prepare, file, and make available its minutes for public inspection.<sup>934</sup> The term “promptly” is not defined. One court has adopted the definition applied by courts to the Public Records Act (without delay and with reasonable speed, depending on the facts of each case), to define that term in the Open Meetings Act.<sup>935</sup> The final version of the official minutes approved by members of the public body is a public record.<sup>36</sup> Note that a draft version of the meeting minutes that the public body circulates for approval, as well as the clerk’s handwritten notes used to draft minutes, are also public records.

A public body must keep full and accurate minutes of its meetings...<sup>928</sup> The Ohio Supreme Court holds that minutes must include more than a record of roll call votes, and that minutes are inadequate when they contain inaccuracies that are not corrected.<sup>930</sup>

The Open Meetings Act requires every public body to adopt rules establishing reasonable methods for the public to determine the time and place of all regularly scheduled meetings, and the time, place, and purpose of all special meetings.<sup>922</sup> Those rules must include a provision for any person, upon request and payment of a reasonable fee, to obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed.<sup>923</sup>

Trustee Webb made a public apology to the Board for July 1, 2015 meeting in regards to not having an alternate replace a regular board member that was absent that night. He also publically invited Dianne Runnestrand to attend the next Trustee Meeting which is being held on October 19, 2015.

Rita Benoit made a motion to adjourn the meeting seconded by Howard Wetzel.

Roll Call Vote: Curtis Lonsbrough YES, Rita Benoit YES, Walter Maycher YES, Howard Wetzel YES, Jack Hineman YES.

YES: 5

NAY: 0

**Motion Passed**

Meeting Adjourned 7:29PM.

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Curtis Lonsbrough, Chairman

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Jeannie Eddy, Secretary