

BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: January 25, 2016 at 6:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present:

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

- Trustee Webb reminded the assemblage of the Public Comment procedures

030-16 To accept the minutes from the January 11 Regular and January 12 Special Meetings.

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

031-16 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

032-16 To authorize the Fiscal Officer to make the following transfers.

\$1,003.55 from 15-A-01 (Bond Note Retirement: Principal) to 15-A-04 (Bond Note Retirement: Interest)

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

033-16 To not request a hearing on Murphy Oil USA's permit application with the Ohio Division of Liquor Control.

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

034-16 To adopt the attached *IT Services Cooperative Agreement* with Bristol Township.

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

035-16 To adopt the attached *IT Services Cooperative Agreement* with Southington Township.

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

036-16 To approve an expenditure of \$1,850.00 to Warren Marble & Granite Company for a foundation in the baby section of the cemetery, to be paid from the Cemetery Fund.

Motion: Trustee Parke

Second: Trustee Webb

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

- Trustee Parke stated that this money was not coming from the General Fund, but was coming from money donated to the Janet Perhach Memorial Fund in 2014

Correspondence (Copies available upon request):

- Letter from Trumbull County Commissioners regarding a gas aggregation agreement between themselves and Constellation Energy Services for townships in Trumbull County
- Notification from Trumbull County Recorder about their duty to file zoning resolutions and amendments
- Open letter to Bazetta Township resident from the Police Department
- Ohio LTAP Newsletter
- Letter from Guarneri and Secret about Petition for Annexation
- Letter from Trumbull County Commissioners regarding withdrawal of annexation petition
- Letter of Resignation from Police Secretary Roxanne Vaughn
- Invitation from the Tribune Chronicle to submit information regarding upcoming levies
- Fiscal Officer Drew read the attached letter from the Perhach Family

Administration:

- Trustee Parke said that he hasn't heard anything from Cortland about the Easter Egg Hunt
- Zoning Inspector Mills stated that he never saw the annexation letters mentioned above
 - Trustee Hovis said he would get him a copy of the letters
- Zoning Inspector Mills reported there have been complaints about the Dunkin' Donuts, even though it is in Cortland

Fire Department:

- See Attached Agenda

037-16 To award the bid for Bazetta Township Fire Department Sanitary Sewer & Water Main Extensions to X-Press Underground Excavating Services, the low bidder at \$142,227.00.

Motion: Trustee Parke

Second: Trustee Webb

Vote: Trustee Hovis – Abstain due to conflict of interest
Trustee Parke - Yes Trustee Webb - Yes

038-16 To approve an expenditure of \$5,830.00 to Lynn, Kittinger & Noble for bid document preparation and assistance, to be paid from the Fire Fund.

Motion: Trustee Webb

Second: Trustee Parke

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

039-16 To accept the Fire Department 2015 Performance Report.

Motion: Trustee Parke

Second: Trustee Webb

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

040-16 To authorize Chief Lewis and Fiscal Officer Drew to sell a Quint Ladder Truck on eBay, with a reserve of \$15,000.00.

Motion: Trustee Parke

Second: Trustee Webb

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

041-16 To approve an expenditure of \$474.00 for FF/Medic Aaron Hanson to attend Fire Instructor School at Howland Training Center, to be paid from the Fire Fund.

Motion: Trustee Webb

Second: Trustee Parke

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

042-16 To authorize Chief Lewis and Fiscal Officer Drew to begin the process of obtaining or getting pre-approval for a loan, not to exceed \$1.5 million, for the new fire station.

Motion: Trustee Webb

Second: Trustee Parke

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

043-16 To hire Bradley Hall as a full-time FF/Medic, effective February 14, 2016 at the current contract rate, pending negative background check and Ohio Police and Fire Pension Fund Physical.

Motion: Trustee Parke

Second: Trustee Webb

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

044-16 To accept the attached revisions to *SOG: 070101.20 Patient Care Documentation*, effective February 5, 2016.

Motion: Trustee Webb

Second: Trustee Parke

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

Police Department:

- See Attached Agenda

045-16 To accept the resignation of Police Secretary Roxanne Vaughn, effective January 21, 2016.

Motion: Trustee Parke

Second: Trustee Webb

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

046-16 To approve an expenditure of \$2,000.00 for the Annual Contribution to Mahoning Valley Crisis Team, to be paid from the Police Fund.

Motion: Trustee Webb

Second: Trustee Parke

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

Road Department:

- Road Superintendent Parke said he is having a problem with the used oil burner at the Road Department
 - It is being repaired
 - Hopes the bill for parts and labor will be below the \$1,000 limit

047-16 To approve the attached 2015 Township Highway System Mileage Certification.

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

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Zoning Inspector Mills reported the following
 - Major nuisance abatement is finally moving forward
 - Working on a number of other projects
 - Grant money may be coming available in March
 - Attended a meeting in Akron regarding storm water management

Zoning Commission & Zoning Board of Appeals:

- Zoning Inspector Mills said there are some proposed changes
 - Text amendments
 - Garage sale permits
 - Zone changes from commercial to residential

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

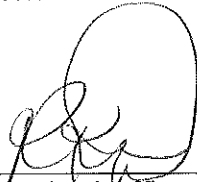
Public Comment:

- Genevieve Bowman spoke for residents on North Park Avenue Extension with a concern about trenching on a neighboring property
 - Lengthy discussion between the complaining residents, Zoning Inspector Mills, Police Chief Hovis, and Trustee Hovis regarding the following
 - What has transpired to this point and what currently exists on the properties in question
 - Letters that have been sent to all parties regarding this issue
 - Statements that this is a civil matter between residents, not something that the township can rectify
 - The township does not have police power to act on this situation
 - Multiple suggestion that resident retain civil legal counsel to address the issue
 - Ronald Snell of Bazetta Road thanked the Trustees for their efforts with respect to the ongoing nuisance on a neighboring property
 - Trustee Hovis said the clean up should be completed tomorrow
 - Zoning Inspector Mills said the following
 - "No Dumping" signage will be going up
 - Asked for any video Mr. Snell might have showing illegal dumping on the property

- Knows this abatement started with complaints from multiple residents, has taken more than 10 years to complete, and has been a drain on the General Fund
- Trustee Webb said this property will likely be the last to be cleaned up via the nuisance abatement program
 - It is the General Fund that ultimately pays for these things
 - The General Fund is in dire straits
 - The township won't be able to pay for these kinds of things going forward

048-16 To adjourn the meeting at 7:03pm.

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



Attested by: Fiscal Officer Rita K. Drew

Dated: 02-08-16



Approved by: Chairman Trustee Paul Hovis

Dated: 02-08-16

PENDING WARRANT REPORT
Bazetta Township [2016]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	72.00	VW 1	eBay	Service
26697	288.31	VW26697	Advance Auto Parts	Supplies
26698	19.20	VW26698	AT&T Mobility	Service
26699	118.56	VW26699	American Tire Distributors	Supplies
26700	560.39	VW26700	Arrow International, Inc.	Supplies
26701	835.73	VW26701	Business Card	Supplies
26702	2598.17	VW26702	BE Solutions	Claims Run
26703	385.63	VW26703	Cross Radio Service	Supplies
26704	350.00	VW26704	Cody's Lawn Service, LLC	Service
26705	1506.94	VW26705	Delta Dental	Insurance
26706	23073.70	VW26706	Disaster Recovery Services, LTD.	Reparis
26707	499.00	VW26707	ID Networks Identification Technologies	Supplies
26708	24275.21	VW26708	Karvo Paving Company	McCleary Jacoby Part 2
26709	456.00	VW26709	Law Enforcement Systems, Inc.	Supplies
26710	25.00	VW26710	Microdoctor, Inc.	Service
26711	1100.51	VW26711	Ohio Edison	Service
26712	16466.23	VW26712	Ohio Insurance	Insurance
26713	1067.84	VW26713	Ohio Edison	Service
26714	600.00	VW26714	OTAS Systems, LLC	Yrly Maint Fee & Tax Table Upc
26715	720.93	VW26715	Michael J. Hovis	Reimbursement
26716	12.50	VW26716	Regional Collection Services, Inc.	2016 Credit Reporting Fees
26717	31.00	VW26717	Respiratory Care Partners, Inc.	EMS Supplies
26718	549.70	VW26718	Ricoh USA, Inc.	Service/Supplies
26719	313.20	VW26719	Standard Insurance Company RD	Insurance
26720	75.00	VW26720	Trumbull County Fire Chiefs Association	Membership Dues
26721	3208.88	VW26721	Trumbull 911	911 Service
26722	120.00	VW26722	Trumbull Township Association	Reorganizational Dinner
26723	282.00	VW26723	Trumbull County Legal News	Ad
26724	50.00	VW26724	Treasurer State of Ohio	Service
26725	215.40	VW26725	Trumbull Security Systems, Inc.	Service
26726	300.00	VW26726	UPMC Horizon	Supplies
26727	903.11	VW26727	US SafetyGear, Inc.	Supplies
26728	959.73	VW26728	Ohio Edison	Service
26729	193.13	VW26729	Trumbull County Water and Sewer	Service
26730	485.48	VW26730	Vision Service Plan-(OH)	Insurance
=====				
	82718.48		Total Amount of Pending Warrants	

Dear Mr. Parke, Mr. Webb and Mr. Hovis

We really wanted to thank you for memorializing the tree at Bazetta Park in honor of our mom/wife, Janet Perhach. A tree is a very fitting tribute as she loved nature and the outdoors. We were all touched by your thoughtfulness. As an active member of the community, Janet would be honored that a memorial had been placed at Bazetta park, near Imagination Station, where she spent countless hours with both of her grandchildren. Thank you again.

Sincerely,

Steve Perhach, Michelle Karr and Kit Perhach

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)644-3188

TO

62442070140 PERMIT NUMBER		N TYPE	MURPHY OIL USA INC DBA MURPHY USA 7513 2021 MILLENNIUM BLVD BAZETTA TWP CORTLAND OH 44410
07 24 2014 ISSUE DATE			
07 24 2014 FILING DATE			
C2 PERMIT CLASSES			
78 TAX DISTRICT	904 C	A52747 RECEIPT NO.	

FROM 01/06/2016

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT		RECEIPT NO.



MAILED 01/06/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN.

02/08/2016

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 N 6244207-0140

(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:

0-25-16

(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

CORPORATION/STOCK DATA VERIFICATION

SECTION 3

CORPORATE NAME **MURPHY OIL USA INC** TOTAL SHARES HELD **9461337.90** PERMIT # **6244207-0110**
 RENEWAL YEAR **OCTOBER 2015-2016**

STOCKHOLDERS HOLDING 5% OR MORE OF OUTSTANDING SHARES	LAST FOUR DIGITS OF SOCIAL SECURITY #	SHARES	OFFICE HELD	BIRTHDATE
STOCK ISSUED ON A NATIONAL EXCHANGE				
JEFFERY A GOODWIN	*****0636	0.00	VICE PRES.	08/28/58
MALYNDY KAY WEST	*****1818	0.00	TREASURER	01/07/69
ROBERT A CLYDE	*****7970	0.00	PRESIDENT	07/23/63
JOHN A MOORE	*****5613	0.00	SECRETARY	07/07/67
KARENDA GRIFFITH RAY	*****1104	0.00	SECR-TREA.	03/27/67
MARN CHENG	*****1718	0.00	VICE PRES.	01/13/65

IF INFORMATION LISTED ABOVE IS NOT ACCURATE, PLEASE INDICATE CHANGES BELOW.

NAME	SOCIAL SECURITY #	SHARES	OFFICE HELD	BIRTHDATE
TOTAL NUMBER OF SHARES HELD				

BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO

IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT

This agreement is made this 08th day of February 2016, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Bristol Township, (hereinafter "Cooperative Agency User") whose address is P.O. Box 254 Bristolville, Ohio, 44402

I. RECITALS

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

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

1. Terms of Agreement:

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 08th day of February 2016 and continuing thereafter for a period of one year terminating at the close of business the 09 day of February 2017. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

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

3. Time Requirements:

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

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service 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:

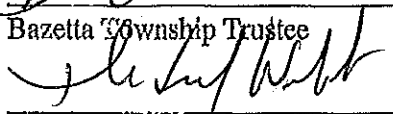
In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement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

15. Governing Law:

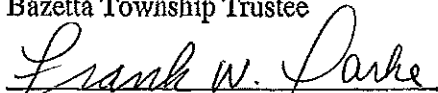
This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.



Bazetta Township Trustee



Bazetta Township Trustee



Bazetta Township Trustee

Township Trustee

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 01st day of February 2016, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Southington Cortland, Ohio 44410 and Township Township, (hereinafter "Cooperative Agency User") whose address is 4165 St. Rt. 305 Southington, Ohio, 44470

I. RECITALS

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

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

1. Terms of Agreement:

- A) The term of this is agreement shall be for a period of one (1) year, commencing on the 01st day of February 2016 and continuing thereafter for a period of one year terminating at the close of business the 31 day of January 2017. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

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

3. Time Requirements:

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

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service 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:

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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:

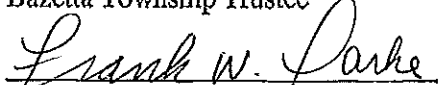
This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of Trumbull County, Ohio.



Bazetta Township Trustee



Bazetta Township Trustee



Bazetta Township Trustee

Township Trustee

Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

From: "Dennis Lewis, OFE, OFC" <dlewis@bazettatwp.org>
Sent: Friday, January 22, 2016 1:08 PM
To: "Trustee" <trustee@bazettatwp.org>, "Rita K. Drew" <rdrew@bazettatwp.org>
Subject: Fire Department Agenda

Trustee Hovis, Trustee Parke, Trustee Webb, Fiscal Officer Drew,

1. Accept the Fire Department 2015 performance report.
2. To post the Quint Ladder Truck on EBay again with a reserve of \$**,***.00.
3. To approve FF/Medic Hanson to attend Fire Instructor School at Howland Training Center, cost \$474.00.
4. To authorize the Fire Chief and Fiscal Officer to obtain or get pre approved for a loan for the new fire station..
5. Would like to appoint Bradley Hall to the full time position of Firefighter/Medic with a start date of February 14, 2016 at CBA payrate and clothing allowance, Pending negative background check and Ohio Police & Fire Pension Physical.

These are the agenda items the Fire Department has at this time.

Professionally,

Dennis K. Lewis, OFE, OFC
Fire Chief

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

BAZETTA FIRE DEPARTMENT

STATION 11

Bazetta

Striving for a Better Tomorrow

Captain
Tom Rink

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

Chief
Dennis Lewis

Captain
Dave Walter

STATION 13



Captain
Mike Mannella

January 25, 2016

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

The Bazetta Fire Department is please to submit this 2015 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.

I would like to leave you with this thought; the citizens of the community are the customers of Bazetta Fire Department. Without citizens, there is no need for the Fire Department. Trustees, Fire Service Officers, Firefighter/Medics, and I must respond to this reality and recognize that we must keep our customers satisfied. Service quality is a vital issue in America today. We must be conscious of the importance of customer service and need to encourage and support customer service. Thus, the challenge is to motivate and provide for good performance, to encourage innovation, and provide a consistently high quality service in a changing society.

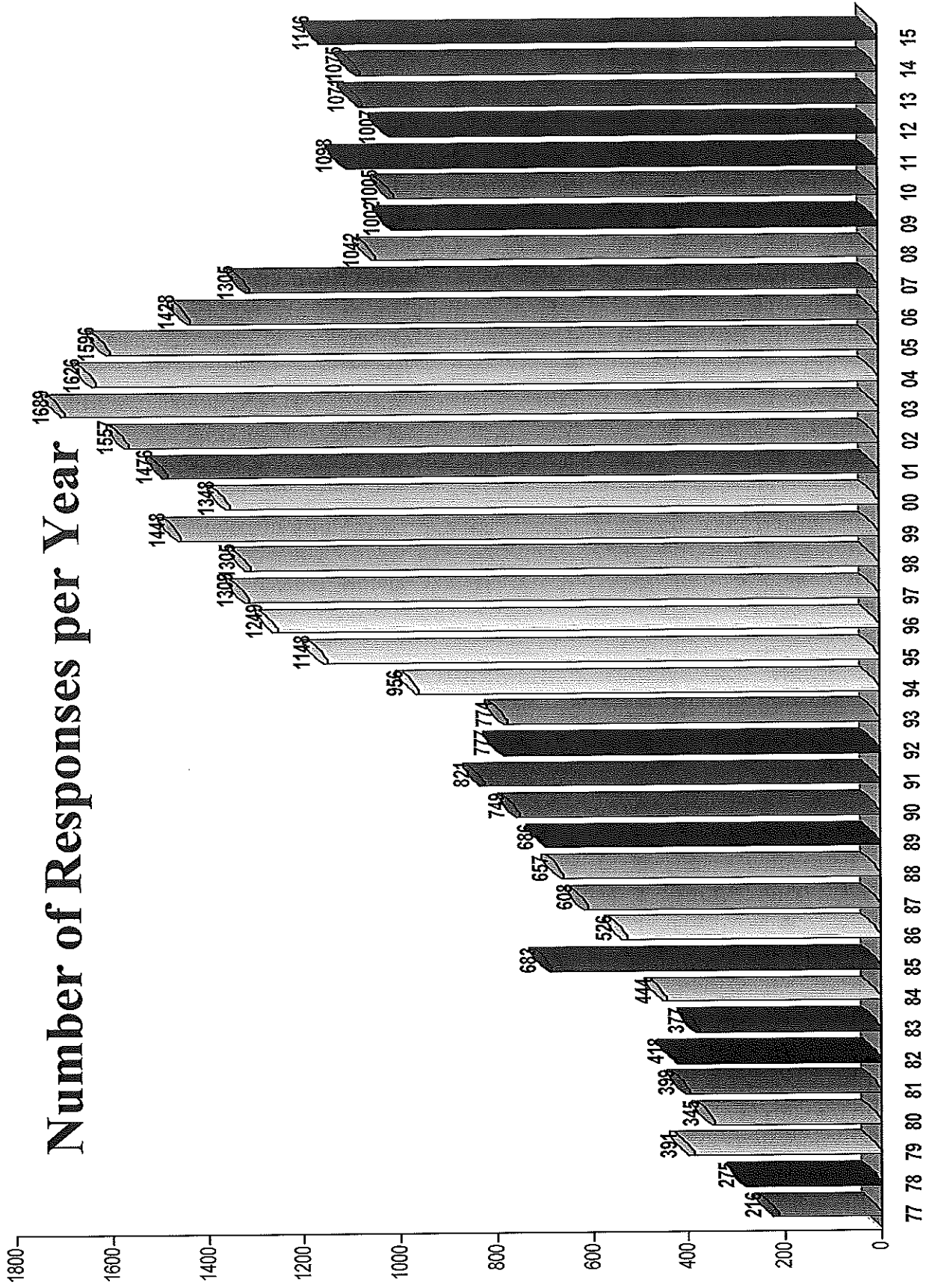
The 2015 performance report is dedicated to all career, part-time, and volunteer firefighters who risk their lives daily to protect the lives and property of the residents and guests of Bazetta Township. Bazetta Township Firefighters serve everyday above and beyond the call of duty. Although firefighters and their apparatus have undergone many changes through the century, the core mission remains the same, dedication and service to the community they are sworn to protect. We, as public servants, can hold our heads high knowing that ours is a just and merciful cause.

Professionally,

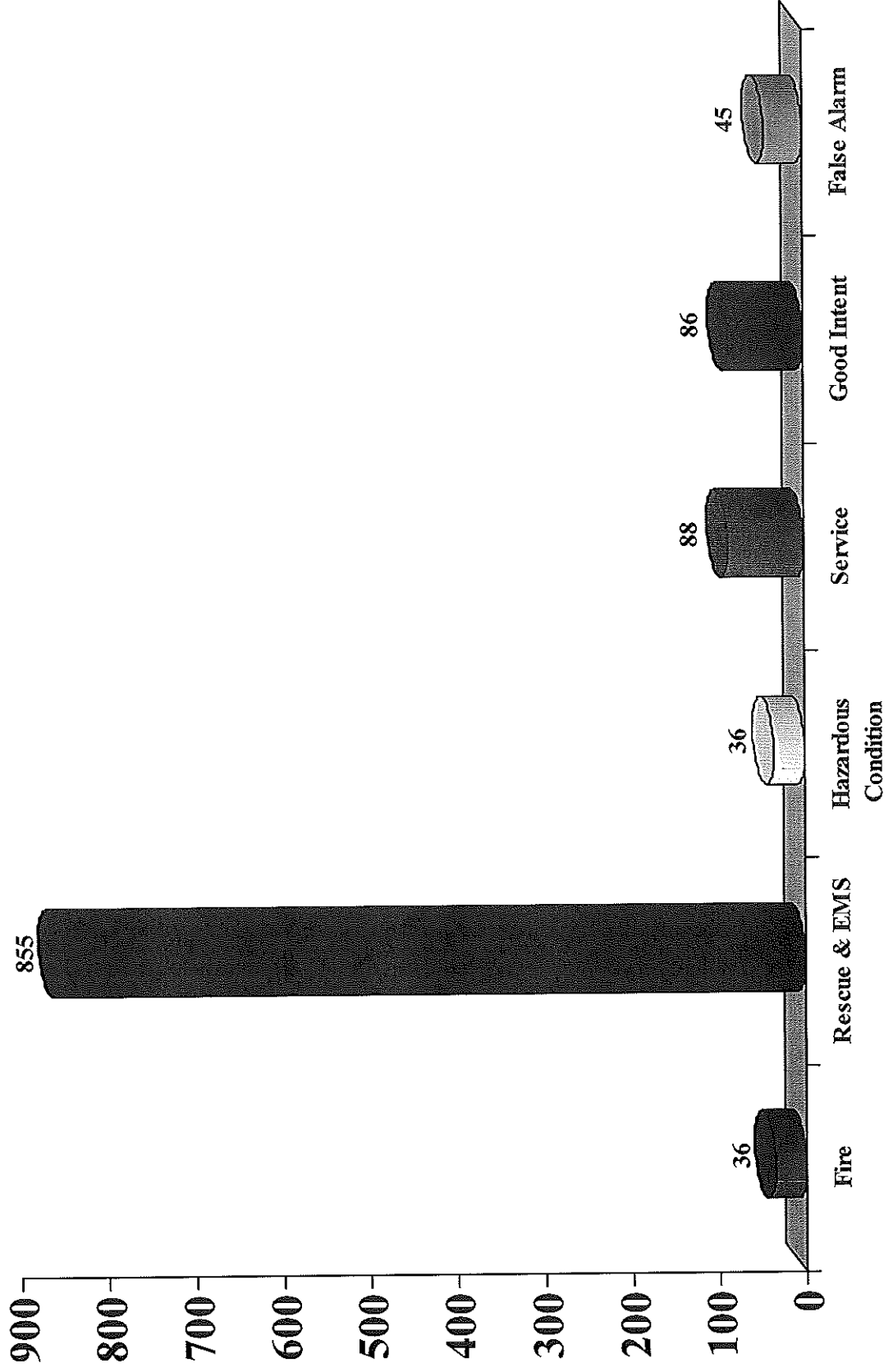
Dennis Lewis

Chief Dennis Lewis OFE, OFC

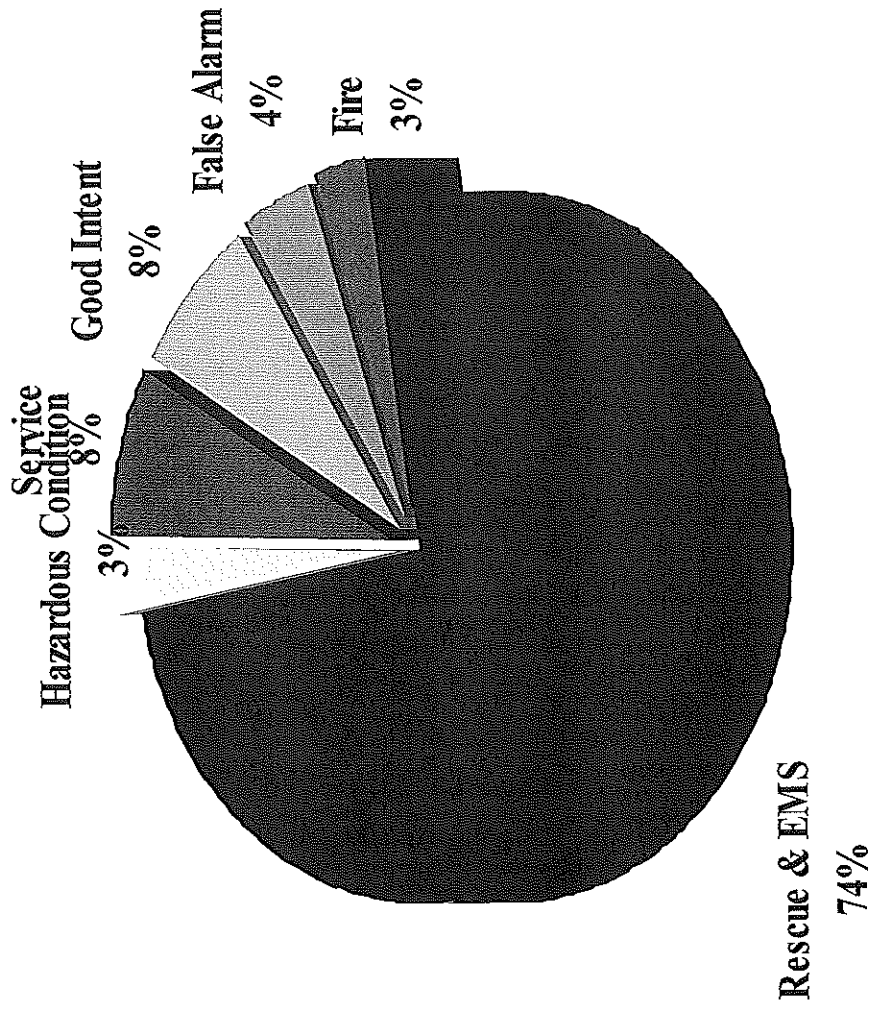
Number of Responses per Year



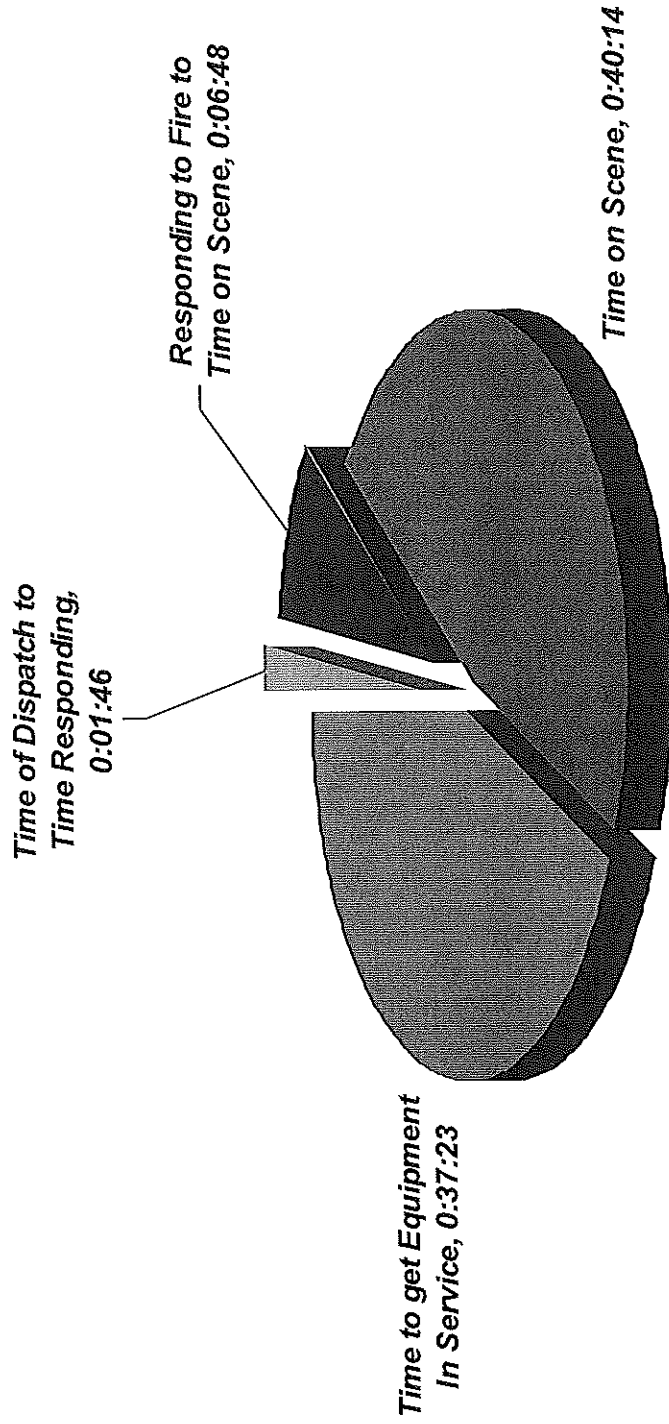
Emergency Calls



Emergency Calls in Percentages

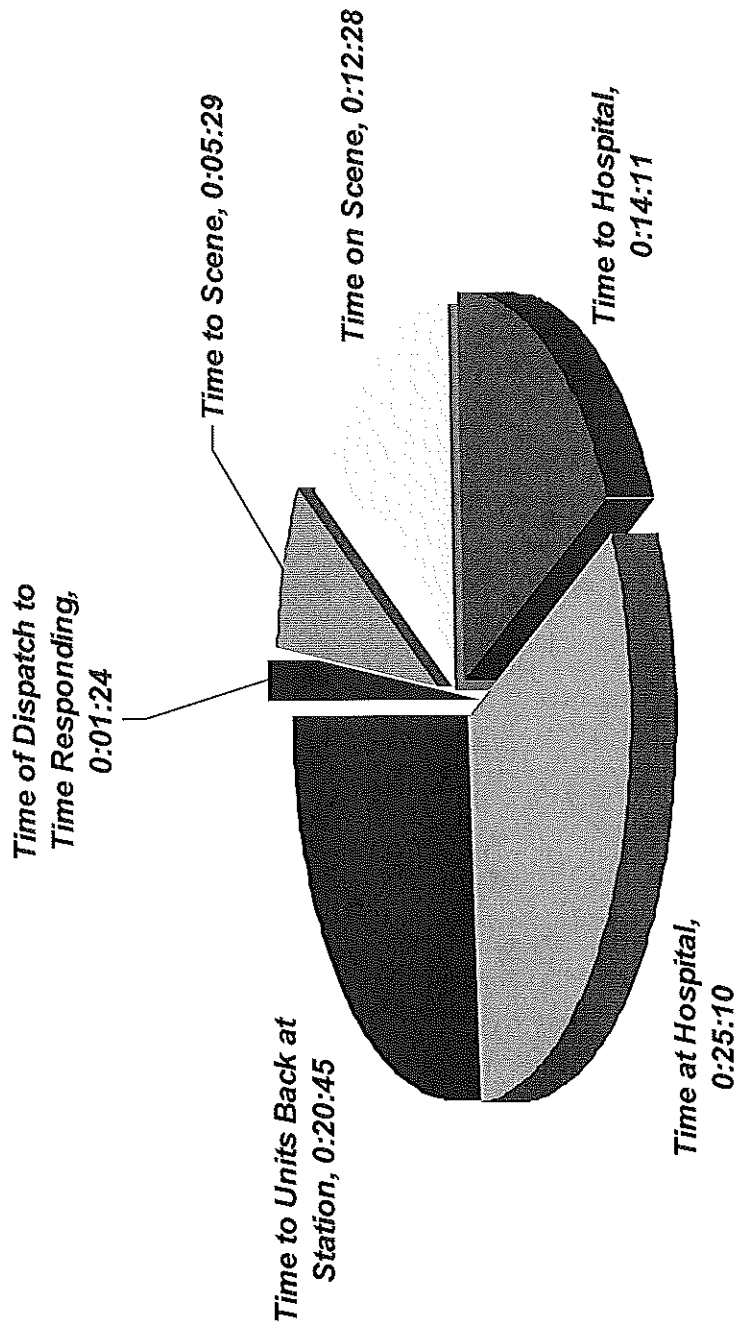


Average Time Analysis of Actual Fires



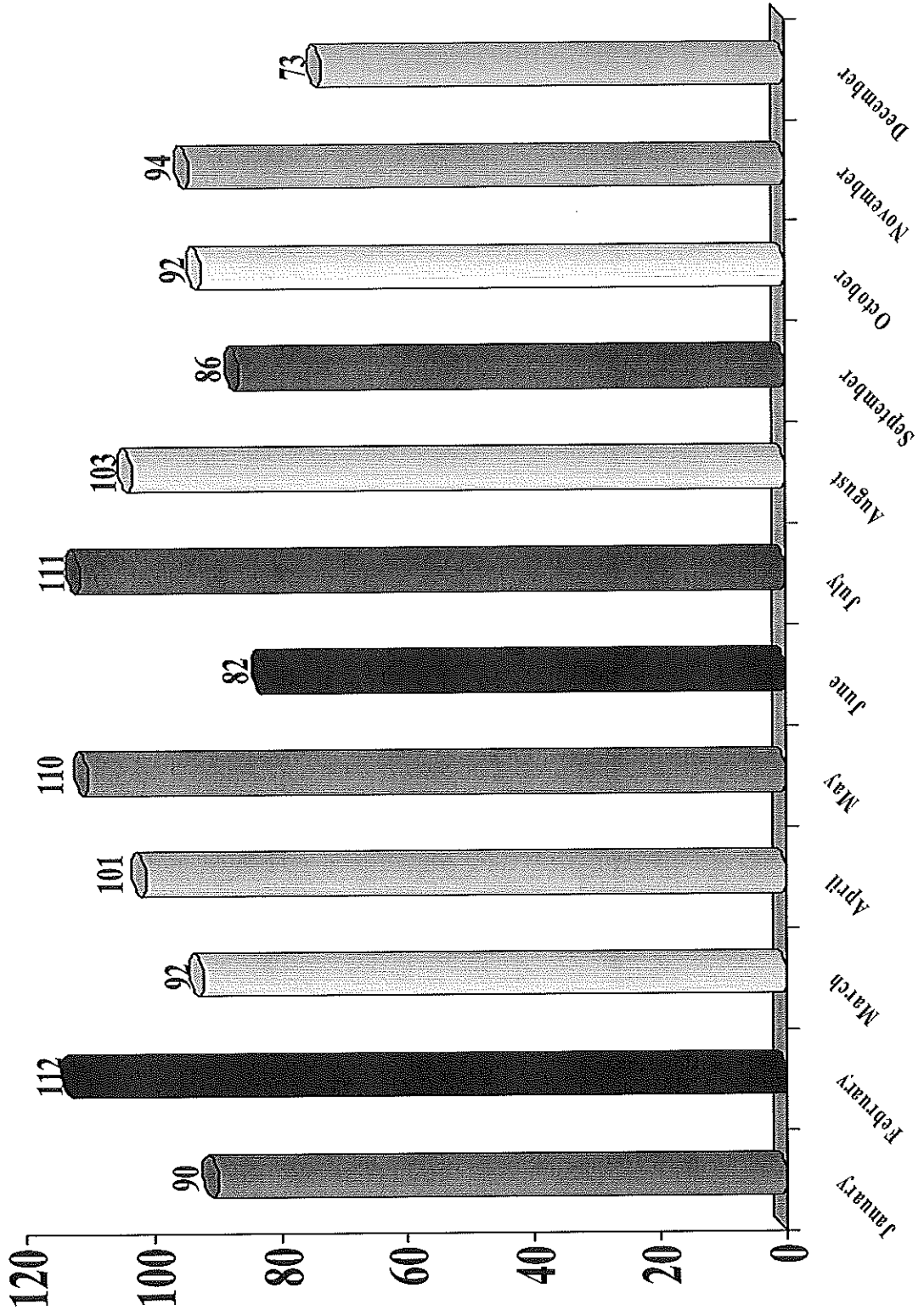
Bazetta Fire Department responded to 19 actual fires in 2015. On average it takes the crews 00:48:48 to handle the fire and put apparatus back in-service.

Average Time Analysis of EMS and Rescue Calls

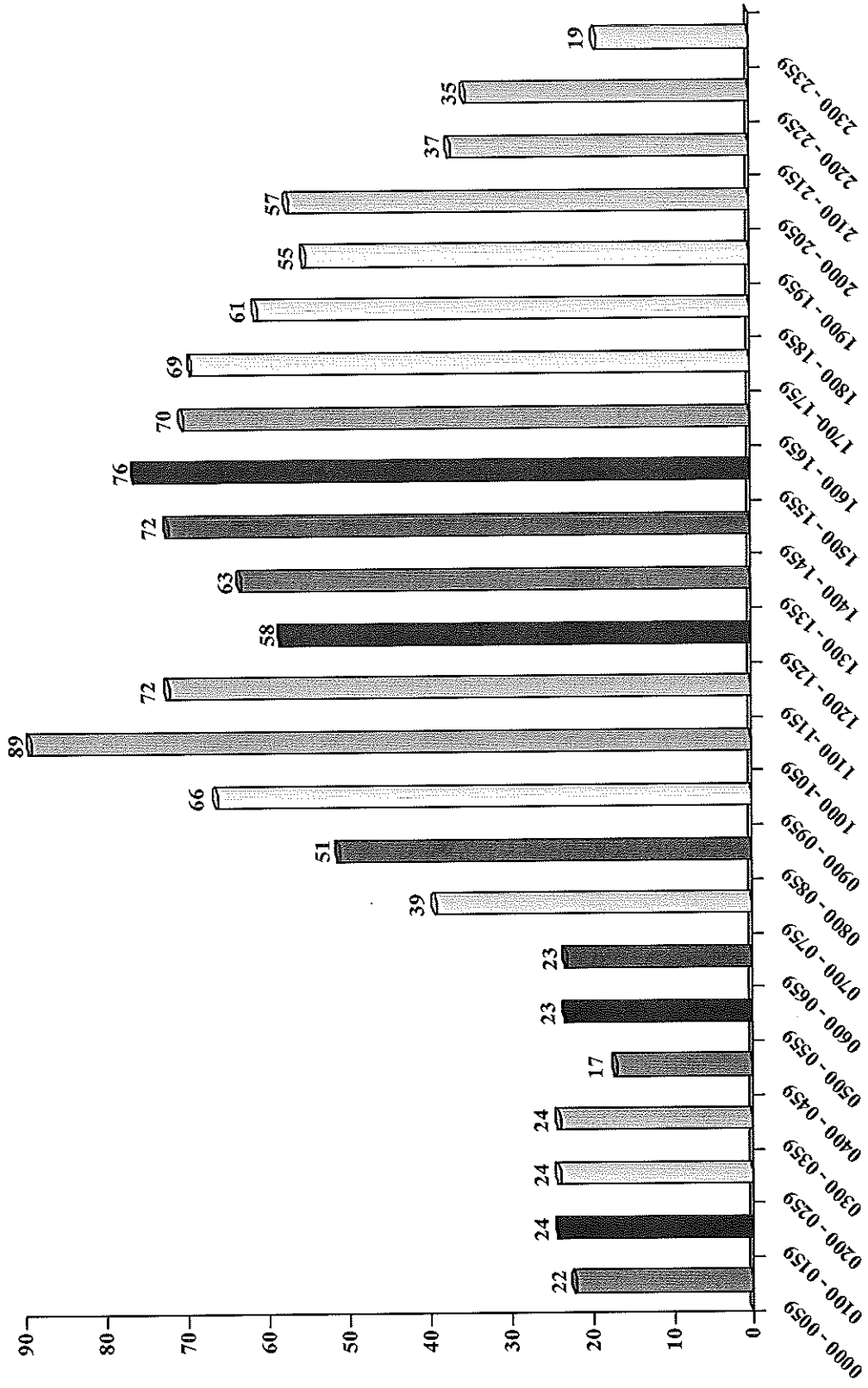


On average it takes Bazetta Fire Department 01:32:45 to handle and EMS emergency; however, we are available to handle the next EMS emergency in 01:02:00.

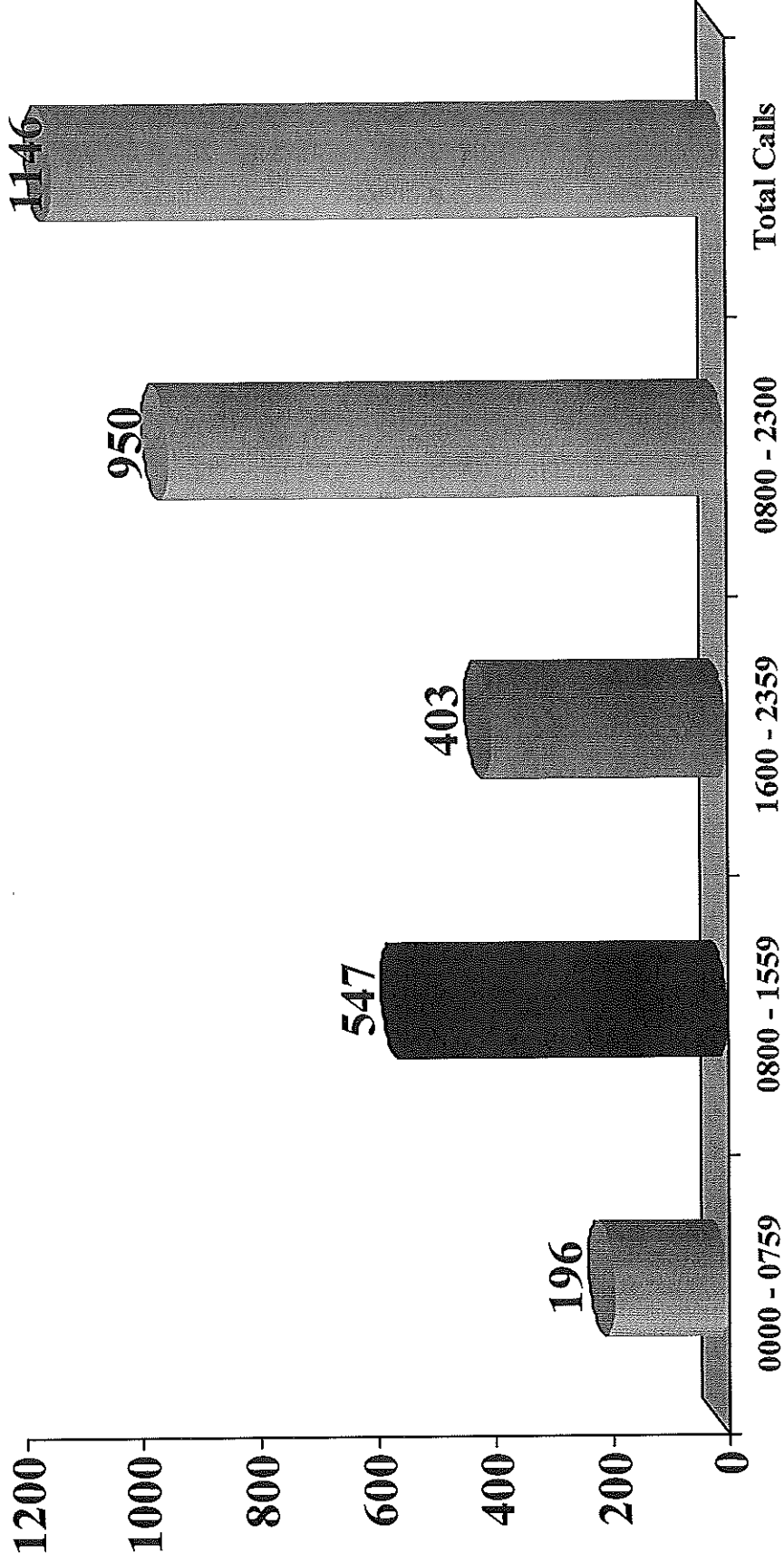
Emergency Calls per Month



Emergency Calls per Hour

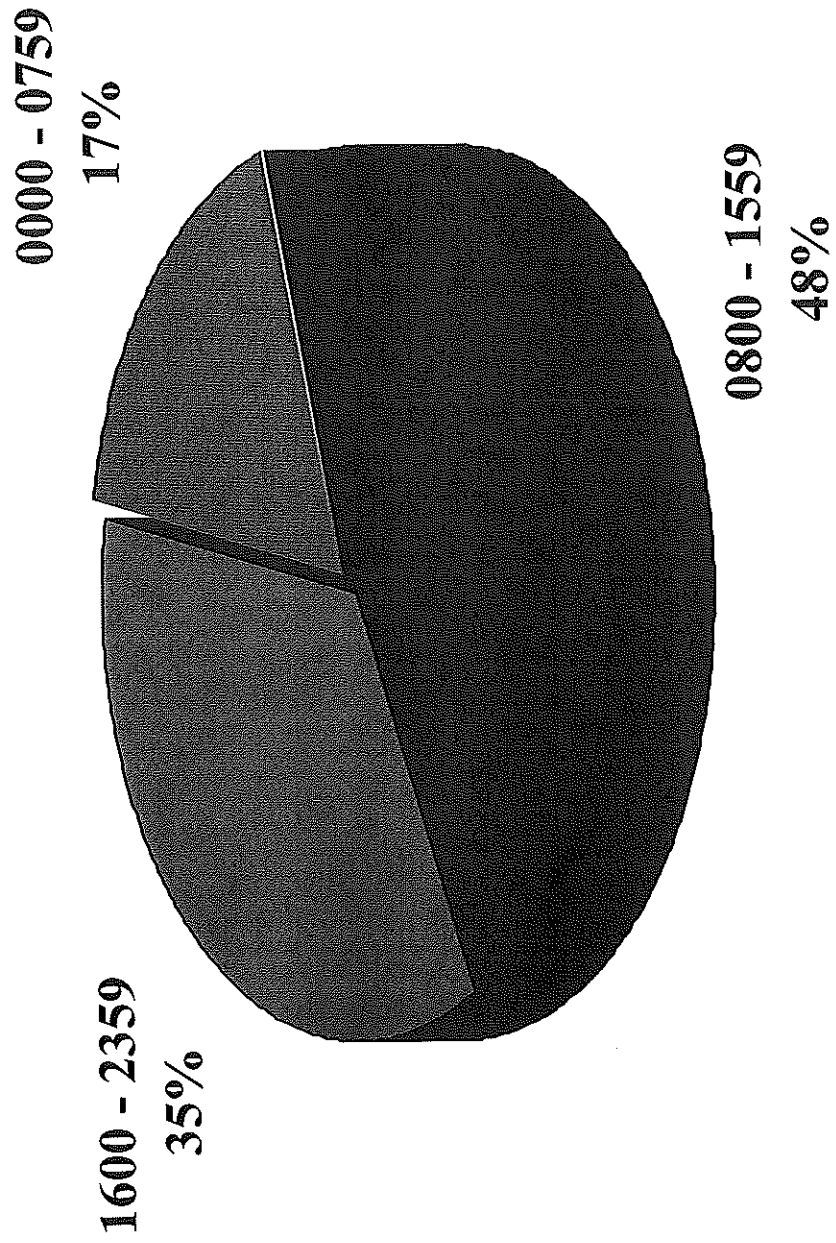


Total Number of Calls per 8 Hours

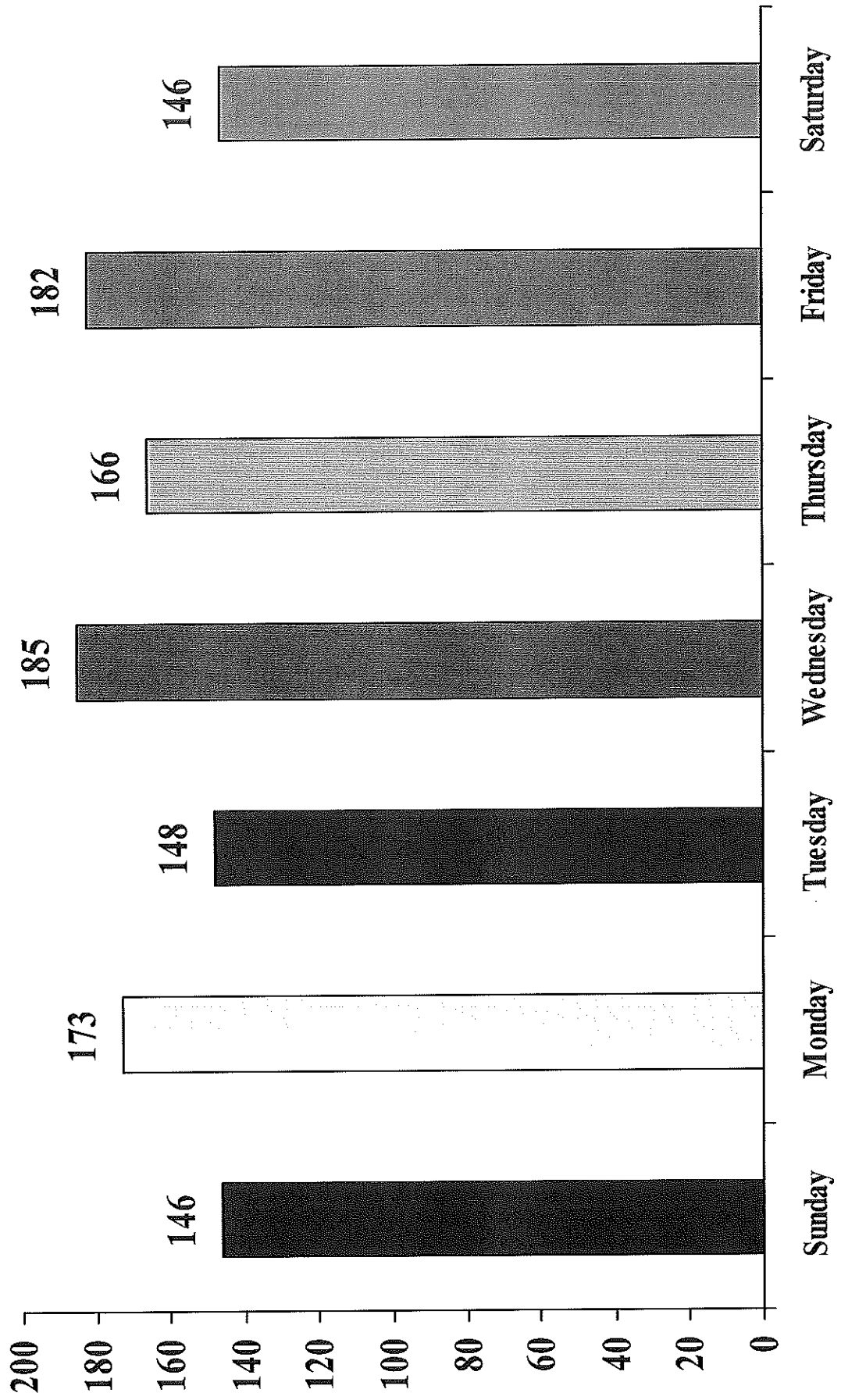


83% of Calls are in time period 0800-2300

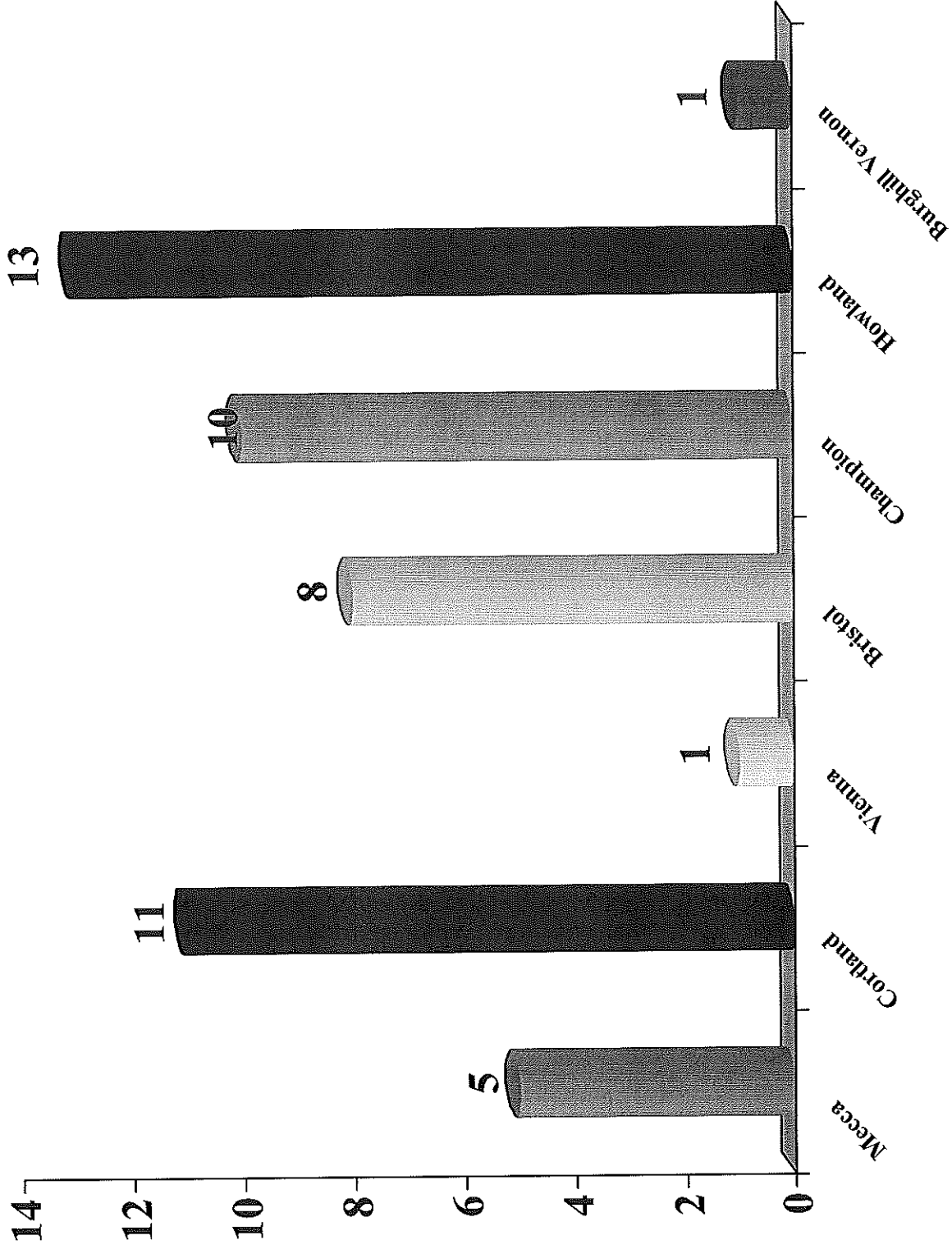
Total Number of Calls in Percentages per 8 Hours



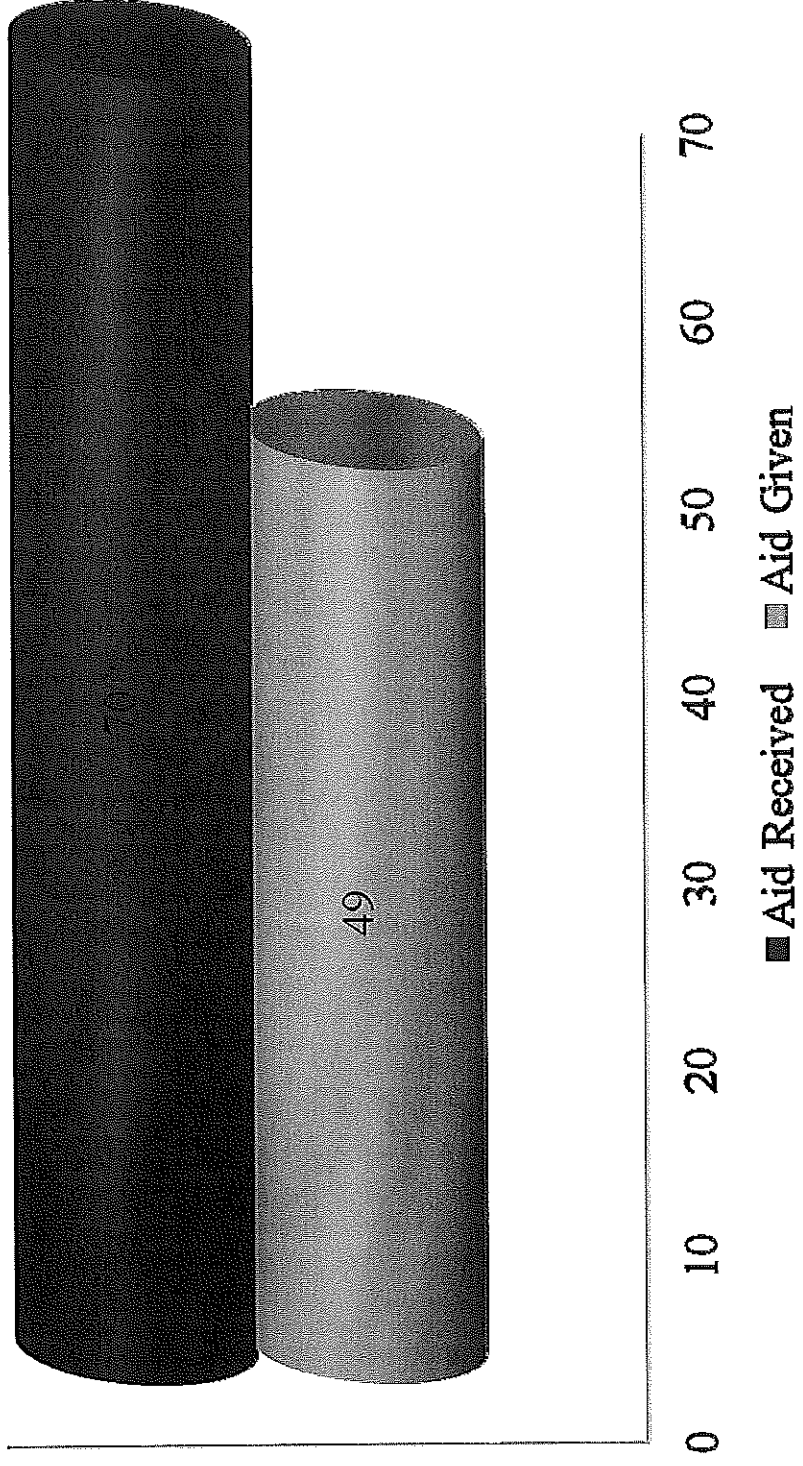
Emergency Calls per Day



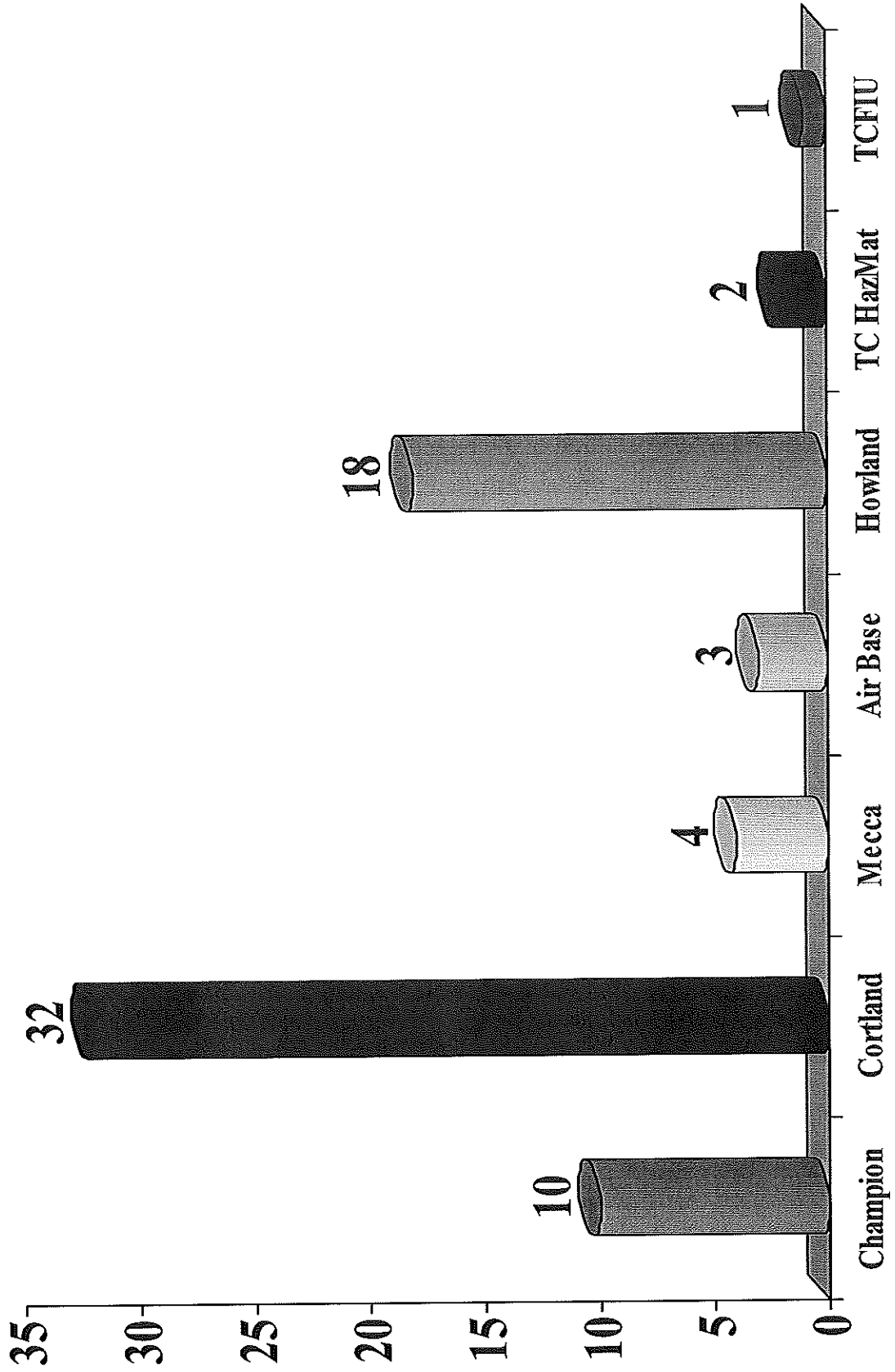
Assistance Given to Area Fire Departments



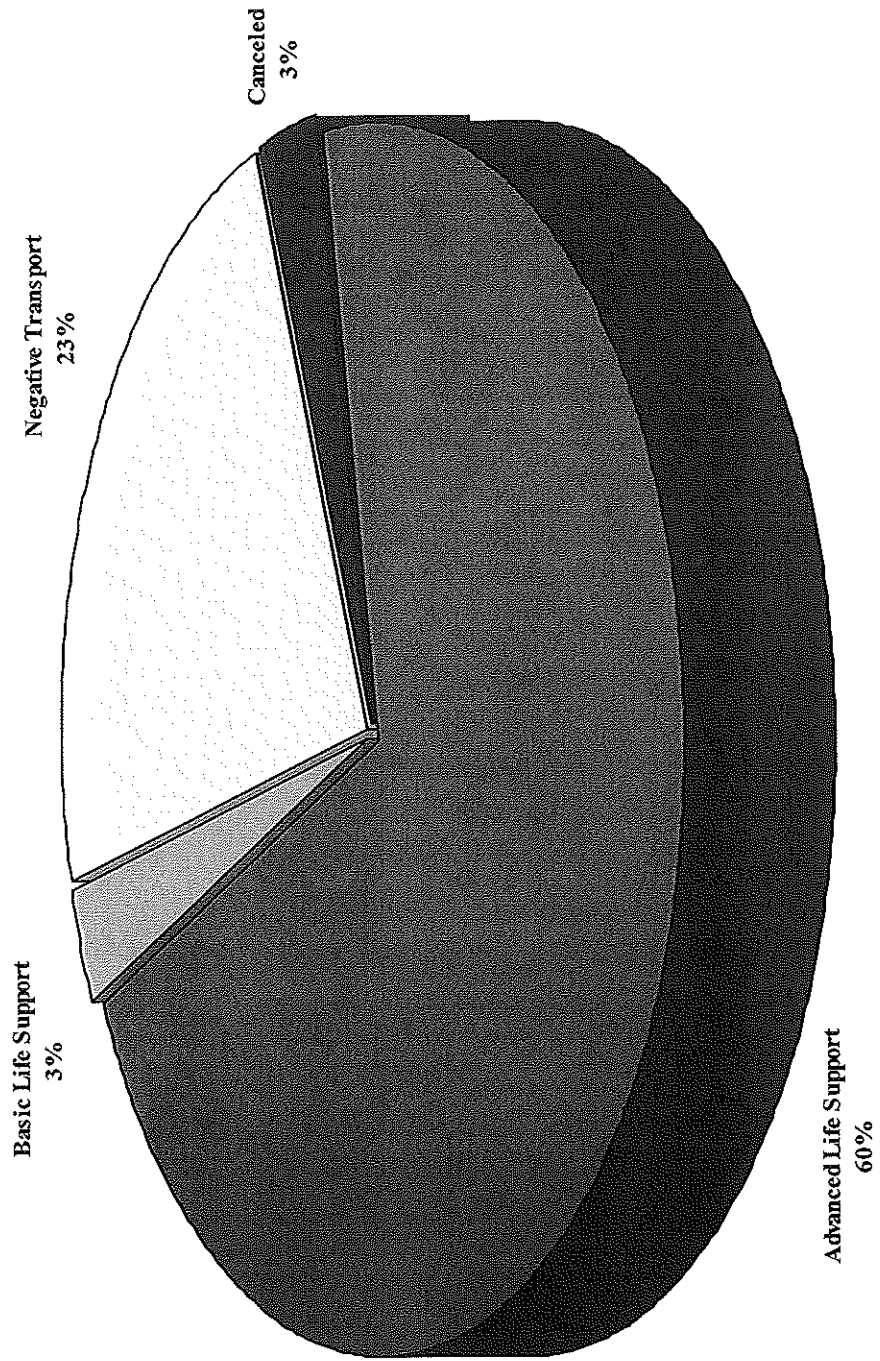
Comparison of Aid Given to Aid Received



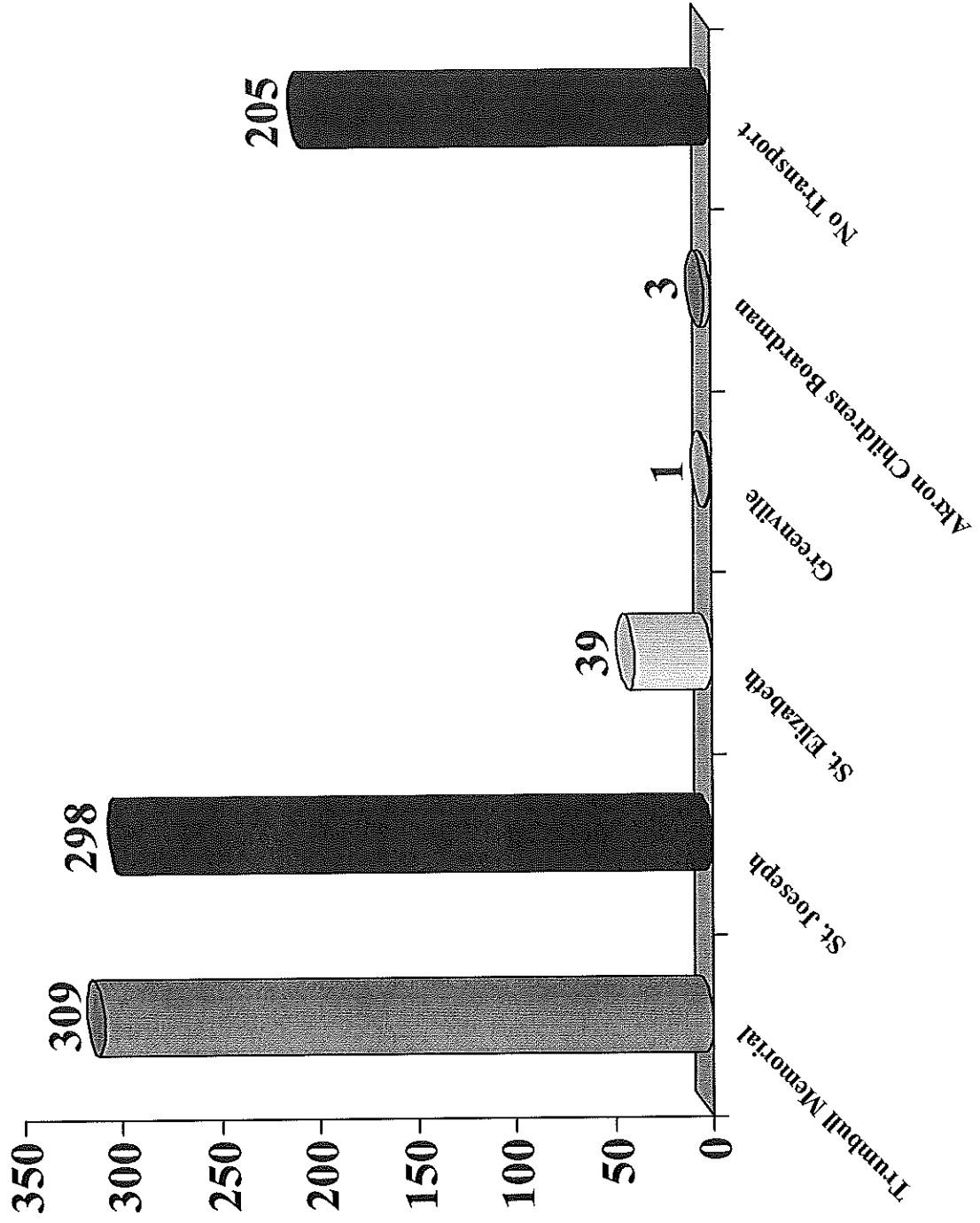
Assistance Received by other Fire Departments



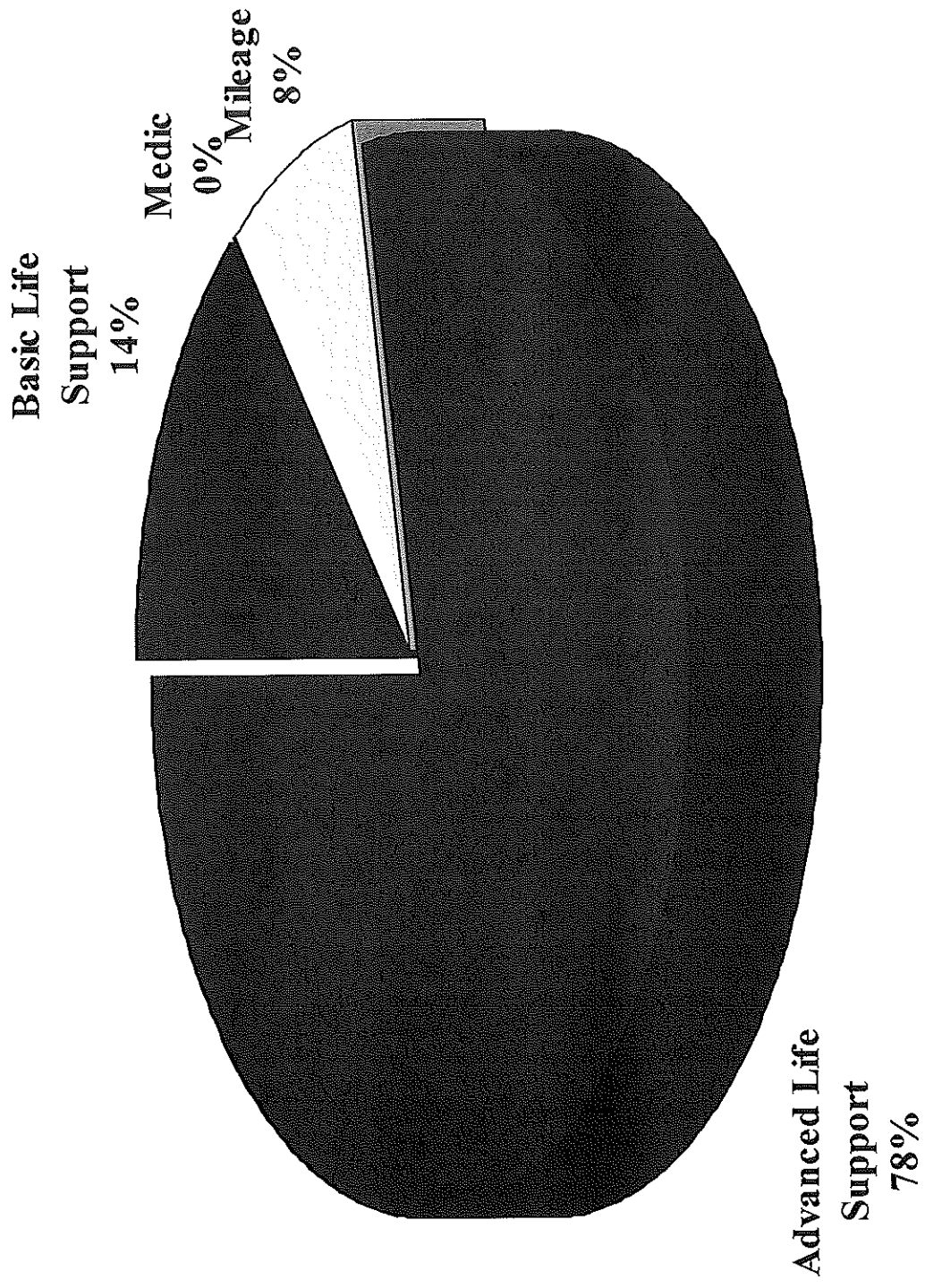
EMS Call Breakdown



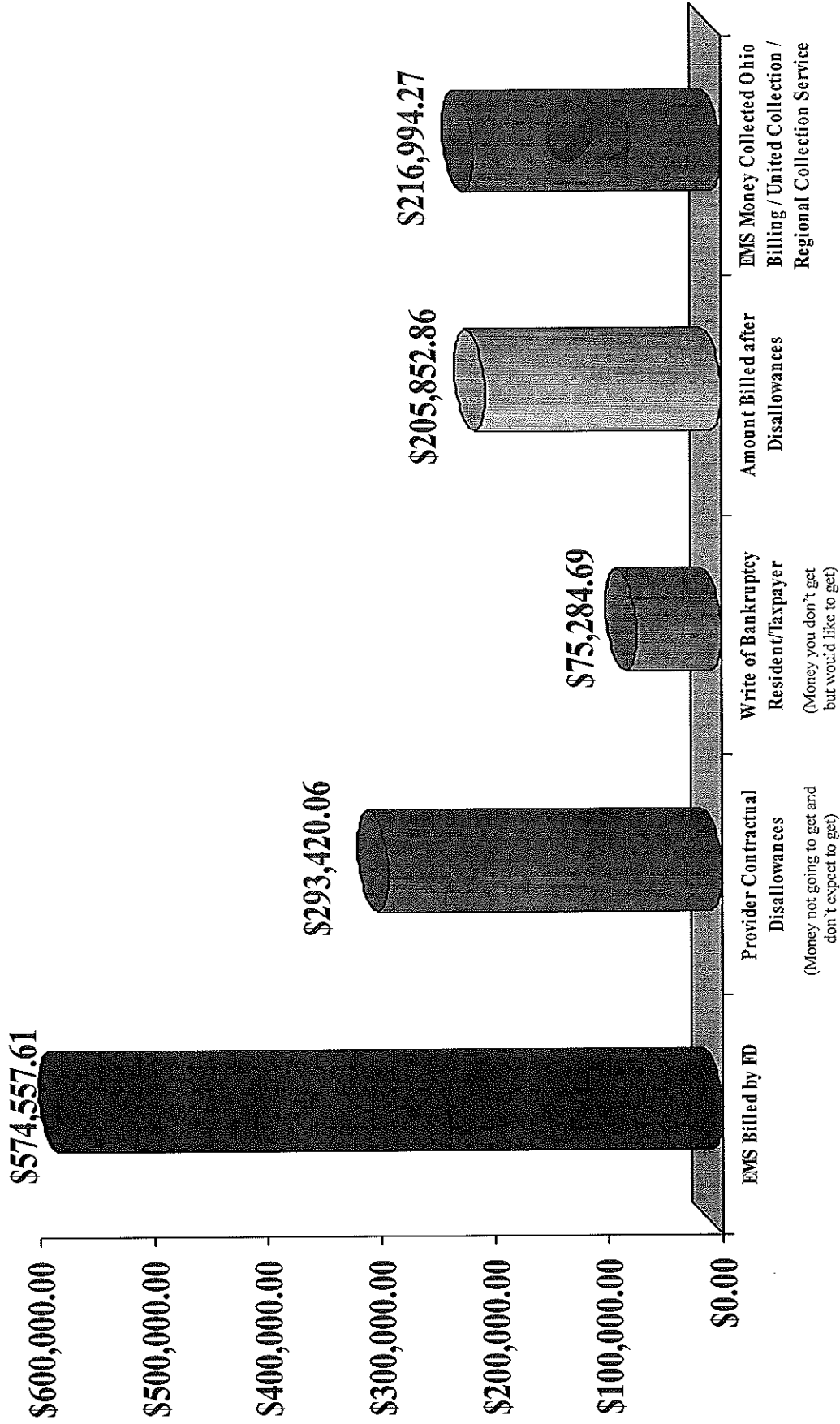
Bazetta EMS Transports to Hospitals



EMS Breakdown of Billing



Comparison of EMS Money Billed and Collected



RESOLUTION TO DISPOSE OF TOWNSHIP PROPERTY
BY INTERNET AUCTION
Section §505.10 (D) ORC

Moved by Trustee Parke, seconded by Trustee Webb, 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 offered 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.

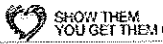
List of Property (itemized below or attached by schedule)

1990 Pierce Arrow Quint Ladder Truck

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 Hovis - Yes
Trustee Parke - Yes
Trustee Webb - Yes



Shop by category

Search...

All Categories



Search

Back to home page | Listed in category: eBay Motors > Other Vehicles & Trailers > Commercial Trucks > Emergency & Fire Trucks

Your listing is scheduled and is not yet live.

- Revise your item
- Sell a similar item

Listing info

Duration: 10 days
 Start time: Jan 29, 2016 15:00:00 PST
 Start price: US \$0.99
 Reserve price: US \$15,000.00

1990 Pierce Arrow

1990 Pierce Arrow Quint Ladder Truck (75 ft - Used)



Item Used
condition:

Start time: Jan 29, 2016 15:00:00 PST

Seller information
bazettatowship (6)

Starting bid: **US \$0.99** [0 bids]
 Reserve not met

Ask seller a question
 See other items

Get low monthly payments | get an instant decision

Get free Insurance quotes from ReteKick | Learn More

Shipping: **Buyer responsible** for vehicle pick-up or shipping
 | Shipping quote available

Item location: Cortland, Ohio, United States
 Ships to: Worldwide

Payments: Deposit of US \$1,000.00 within 48 hours of auction close
 Full payment is required within 7 days of auction close

Mouse over image to zoom



Have one to sell?

Description

Shipping and payments

eBay item number: 3216

Seller assumes all responsibility for this listing.

Item specifics

Condition: Used
 Year: 1990
 Make: Pierce
 Model: Arrow
 Type: Fire Truck
 Class: Class 8 (33,001 lbs. or more)
 Mileage: 29,186
 Vehicle Title: Clear
 Number of Axles: Single
 Engine Make: Detroit

VIN (Vehicle Identification Number): 4P1CA02D8LA000179
 Engine Horsepower: 350
 Fuel Type: Diesel
 For Sale By: Private Seller
 Transmission Type: Automatic
 Transmission Speeds: 5 Speed
 Tire Size: 22.5"
 Power Options: Power Seats
 Suspension Type: Spring

1990 Pierce Arrow Quint Ladder Truck (75 f - Used)

Questions and answers about this item

No questions or answers have been posted about this item.

[Ask a question](#)

00000

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PURPOSE

To outline the appropriate means of documentation and situations that requires documentation. To outline those situations that result in Bazetta Fire Department generating a monetary charge.

SCOPE

All documentation will be done on computer and must be completed within 24 hours of dispatch. The data section must be completed for all calls, prior to leaving for the day.

SITUATIONS REQUIRING DOCUMENTATION

1. All 9-1-1 dispatches, routine transfers and interfacility transfers where patient contact is made must be documented in accordance with Trumbull County EMS board guidelines.
2. Anytime a Bazetta Fire Department unit is acknowledging by dispatch as "responding," proper documentation must be completed.
3. If a Bazetta Fire Department unit is canceled prior to being acknowledged by dispatch as "responding," proper documentation must be completed.
4. Standbys and special events require documentation. (See DOCUMENTATION, Number 4)

DOCUMENTATION

All documentable incidents will be done in two formats, as follows; Computer and log book (a hard copy for back-up purposes). The following sections outline what information is required under what circumstances.

1. Data: (all events)
 - A. Call number
 - B. Date of call
 - C. Service name and service number
 - D. Dispatch and available times
 - E. Disposition of call
 1. ALS – Patient receiving ALS care by Bazetta Fire Department Personnel.
 2. BLS – Patient receiving BLS care by Bazetta Fire Department Personnel.
 3. AMA – Patient refusing care and/or transport, receives no care beyond assessment.
 4. DOA – Expired patients where no care is initiated.
 5. TNT – Patients receive care, then refuse further care and/or transport.
 6. INC – No patient contact
 7. STBY – Standby or special event.
 - F. Hospital and the reason for that particular hospital.
 - G. Crew person # 1 (the one documenting the call)
 - H. Name and number of person completing the data section.

2. Patient Contact: (ALS, BLS, AMA, DOA, TNT) In addition to the areas on the trip sheet already required in the data section, all trip sheets must contain the following:
 - A. Patient name
 - B. Patient address
 - C. Date of birth
 - D. Chief complaint
 - E. Medications
 - F. Allergies
 - G. Past medical history
 - H. History of present illness
 - I. Physical exam
 - J. Disposition
 - K. Impression
 - L. Facility transported to
 - M. All treatment must be documented in the treatment table at the bottom of the trip sheet.
 - N. Patient acuity (ALS patients only).

3. Billing: All situations involving Bazetta Fire Department units when patient contact requires generation of a bill, with only three exceptions.
 - A. In addition to the information already required in the Data and Patient Contact sections, the following information is required in the Billing Section.
 1. Responsibility party's name and address.
 2. Social Security number.
 3. Phone number with area code.
 4. Name and type of all available insurance.
 5. Policy and group numbers.
 6. Work related?
 7. Specific scene type.
 8. EKG Yes/No?
 9. Beginning and ending (loaded) miles, if a Bazetta Fire Department unit transported.

 - B. The following situations will NOT BE BILLED.
 1. Patient Refusal, prior to treatment. (Pulse Oximetry, Glucoscan and EKG are assessment tools and are not considered treatment.)
 2. On-Scene fatalities. (DOA)
 3. **The below list defines when an electronic patient care report is required in conjunction with a refusal form.**
 - Anytime an individual requests EMS for him/herself and treatment is initiated by EMS but the individual subsequently refuses EMS transport.
 - Anytime a person calls for an ambulance for a minor or any individual of whom the caller has guardianship or power of attorney over and subsequently refuses EMS services.
 - Any individual who refuses treatment against medical advice.
 - Any individual who refuses treatment on the behalf of any other person, whom that individual has guardianship or power of attorney over, against medical advice.
 - Anytime patient care is initiated and the patient subsequently refuses transport.
 - Any other time EMS personnel feel an electronic patient care report is necessary.
 4. **The below list defines when an electronic patient care report is NOT required in conjunction with a refusal form:**
 - Anytime an individual requests EMS for him/herself, treatment is NOT initiated by EMS and the individual subsequently refuses EMS treatment and transport.
 - If an individual did not request EMS for him/herself and subsequently refuse treatment without the initiation of care.

• If EMS is requested for an individual who is not an emancipated minor an electronic patient care report is NOT required in conjunction with a refusal if the following conditions are met;

- Care is not initiated
- The individual does not require medical attention as determined by EMS
- A guardian is contacted and consents to the refusal.

Complete a patient care report if you feel one is necessary for any situation.

4. Standbys or Special Events:
 - A. All standbys and special events require documentation of that particular event.
 - C. Any patients contacted while at standbys and special events generate separate documentation for each patient. (This is in addition to the documentation of the event.)
5. Mass Casualty: Any event with more patients than resources.
 - A. Patient specific chart (detailed single patient information).
 1. Information related to the scene and then specific information related to this patient. The typical way that current single patient event is being documented.
 2. Information related to the scene and then specific information related to this patient. The typical way that current single patient event is being documented.
 - B. A patient specific chart should be written when . . .
 1. A provider accompanies a patient off the scene.

PATIENT CARE DOCUMENTATION

3 of 3

2. A provider being in ALS care and transfers care to an equal or higher care level, patient specific chart is generated. Example is: ALS care and then transfer to helicopter.
- C. Event chart (detailed information related to the event as a whole).
 1. Scene description, an accounting of all patients, their disposition and final locations. A more detailed account of patients who are not transported off scene. These patients include AMAs, DOAs and TNT (treatment no transport). Names should be gathered for all of these patients and listed within the NARRATIVE section of the chart. An individual AMA need not be generated for each patient within this type of charting.
- D. Event charts for be written when:
 1. An event is of such magnitude that EMS sectors are created with triage sector, treatment sector, etc. This type of scenario is rather rare.
 2. The provider does not accompany a patient off scene.

Police Agenda Monday January 25, 2016

Thu 1/21/2016 11:05 AM

From: "Michael Hovis"

To: rdrew@bazettatwp.org

Cc: fparke@bazettatwp.org



Rita,

Attached is the correspondence for Monday January 25, 2016 Trustee Meeting for the police department:

1. Accept the resignation of Police Secretary Roxanne Vaughn effective January 21, 2016.
2. Pay invoice for 2016 to Mahoning Valley Crisis Response Team of \$2000.00 from the Police District Fund 09-A-10.

Thank you and have a great day!!!

Michael J. Hovis, Chief of Police

Bazetta Township Police Department

2671 McCleary Jacoby Rd.

Cortland, Ohio 44410

Phone: 330-638-5503

Fax: 330-638-9927

mhovis@bazettatwp.org

www.facebook.com/BazettaTownshipPoliceDept (<http://www.facebook.com/BazettaTownshipPoliceDept>)

Attachments:

- Agenda 01-25-2016 Ttrustee meeting.pdf



Ohio Department of Transportation

Office of Technical Services

2015 Township Highway System Mileage Certification

**Note: This form must be submitted to ODOT no later than April 1, 2016.
or county mileage will be certified by default based on the best information available.**

The total certified mileage at the end of Calendar Year 2014 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 2015 and determine the net increase or decrease in mileage.
Add the net change to the 2014 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2015,

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

[Signature]
Signature of Chairman of Board of Township Trustees

1-25-2016
Date

[Signature]
Trustee Signature

1-25-2016
Date

[Signature]
Trustee Signature

1-25-2016
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

Summary of 2015 ODOT Changes
for Roads in BAZETTA Township,
 TRUMBULL County

Certified Mileage as of 01/01/2015: 20.408 Miles

TWP	Route	Route Name:	Change	Reason For Change
01	T		0.000	

Total Changes:
0.000

Township Mileage as of 1/5/2016 : 20.408 Miles