

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:

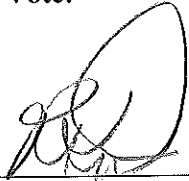
- Dianne Winters-Runnestrand read a prepared statement concerning alleged illegal appointment and removal of Zoning Commission Members and violations of the Ohio Sunshine Law

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



 Attested by: Fiscal Officer Rita K. Drew

Dated: 10-29-15



 Approved by: Chairman Trustee Ted Webb

Dated: 10/29/15

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 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 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 LBADS (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:

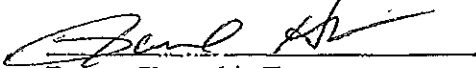
This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of

Trumbull County, Ohio.



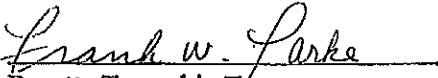
Bazetta Township Trustee

Township Trustee



Bazetta Township Trustee

Township Trustee



Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township