

**BAZETTA TOWNSHIP TRUSTEES
REGULAR MEETING MINUTES**

Date: October 23, 2017 at 7:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

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

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

258-17 To accept the minutes from the October 10 Regular Meeting.

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

259-17 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

260-17 To adopt the attached *IT Services Cooperative Agreement* with West Farmington Township.

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

261-17 To approve the attached *Huntington National Bank Investment Policy Statement*.

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

262-17 To enter into an agreement with Paul-Michael La Fayette of the law firm "Isaac Wiles" and accept the terms and conditions of the attached engagement letter for the purpose of representing Bazetta Township in the lawsuit regarding Ohio Public Entity Consortium Healthcare Cooperative.

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

Correspondence (Copies available upon request):

- Copies of letters from Trumbull County Engineer to Trumbull County Commissioners regarding permits to bore and work in the right-of-way (2 total)
- Copies of letters from Trumbull County Engineer to Trumbull County Commissioners regarding permits to haul or move over weight equipment (2 total)

- Letter from Trumbull County Board of Elections concerning close of voter registration for the November 7 election
- Letter from Ohio Secretary of State announcing the *2017 State Issues Report*
- Letter from Ohio Bureau of Workers' Compensation announcing changes to the 2018 Premium Installment Schedule
- Resignation letter from PT Firefighter/Medic Thomas Toporcer
- Newsletter from Trumbull County Soil & Water Conservation
- Thank you letter from Trumbull County Engineer regarding Township Assistance Program

Administration:

- Trustee Hovis noted that the Township Park would be closing on November 1

Fire Department:

- See Attached Agenda and Report
- Chief Lewis reported the following
 - Received an Ohio BWC Firefighter Exposure to Elements Grant for \$9,495.83 with local match of \$1,899.17
 - Received a grant for purchase and dissemination of smoke alarms and have begun passing these out to Bazetta residents
- Trustee Webb asked Chief Lewis is get 3 quotes for the demolition of old Station #11
- Trustee Parke thanks the Police and Fire Departments for their professional operations during the recent incident at Mosquito Lake

263-17 To accept a \$2,500.00 Wal-Mart Community Grant to be used for the Shop with a Cop & Firefighter Program, with any remaining balance to be used for fire prevention.

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

264-17 To accept the resignation of PT Firefighter/Medic Thomas Toporcer, effective October 27, 2017.

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

Police Department:

- See Attached Agenda
- Chief Hovis stated that there would be a Drug Take-Back Day at the Police Department
 - Saturday, October 28 from 10am to 2pm
 - Pills only, no liquids or needles

265-17 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

Road Department:

- Nothing to report

266-17 To approve an expenditure, not to exceed \$13,000.00 for road salt at a cost of \$30.62 per ton, from the Trumbull County Engineer, to be paid proportionally from the Motor Vehicle Tax, Gas Tax, and Road & Bridge Funds.

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
 - Trumbull County Health Department has acted on requests for properties on Durst Clagg and Johnson Plank Roads
 - Thanks the Police Department for their service and noted that we sometimes take what they do for granted
 - Thanked the Board of Zoning Appeals for their professional handling of a recent hearing
 - Thanked Paul Carlson for stepping into a leadership role
 - Suggested the possibility of having a stenographer present at future zoning hearings
- Trustee Webb extended the same thanks

Zoning Commission & Zoning Board of Appeals:

- Trustee Webb noted that the next Zoning Commission Quarterly Meeting would be January 4, 2018 at 6:30pm at the Administration Building
- Inspector Mills said another resident is planning to submit a zone change request

Parks & Recreation Board:

- Trustee Webb said the next meeting would be November 14 at 7:00pm at the Administration Building

Asked to be placed on the Agenda:

- None

Public Comment:

- Paul Carlson of Lakeshore Drive asked for an update on the old fire station
 - Trustee Webb reported
 - A 99 year lease agreement between Bazetta Township and Trumbull County went into effect in 1971
 - Trumbull County is reluctant to let us sell the building to anyone other than a Trumbull County entity
 - Talks have been ongoing since March
 - Concern for the Township and Fire Department is that it is continuing to cost us to maintain the building
 - There is a Catch-22 in that we cannot sell the building and we do not want to continue paying for it
- Paul Carlson of Lakeshore Drive asked if the fire station could be donated
 - Fiscal Officer Drew said she does not believe any township funds or property can legally be donated, but that would be a question for Atty. Finamore
- Stanley Shrodek of Lakeshore Drive asked if the property could be quit claimed and about asbestos in the building
 - Trustee Webb said only the building could be quit claimed because the township owns the building, but the county owns the land beneath it

PENDING WARRANT REPORT
Bazetta Township [2017]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	144.17	VW 1	The Hungtington National Bank	Service Charge
30636	109.40	VW30636	Arrowhead Services, Inc.	Supplies
30637	82.51	VW30637	Advance Auto Parts	Supplies
30638	1782.00	VW30638	Alert-All Corporation	Fire Prevention Week Supplies
30639	216.71	VW30639	Ainsley Oil Company	Fuel
30640	471.60	VW30640	American Tire Distributors	Supplies
30641	87.36	VW30641	Automotive Distributors Warehouse	Supplies
30642	4962.92	VW30642	Business Card	Supplies
30643	1700.00	VW30643	Bud's Towing & Recovery, LLC	Tows
30644	25.00	VW30644	Rita Benoit	Zoning Commission Qtrly Mtg.
30645	81.32	VW30645	Bonezzi Switzer Polito & Hupp Co. LPA	Services
30646	3356.82	VW30646	BE Solutions	Bi Weekly Claims Run
30647	567.00	VW30647	BE Solutions	Mo Admin Fees
30648	150.00	VW30648	Cortland City Fire Department	Refresher Class
30649	1238.78	VW30649	Cole Valley	Parts/Service
30650	148.98	VW30650	Carter Lumber	Supplies/Parts
30651	25.00	VW30651	Paul Carlson	Bd of Appeals Mtg & Hearing 1
30652	451.85	VW30652	D&T, P.M. & Truck Repair, LLC	Service/Parts
30653	171.88	VW30653	Dominion Energy Ohio	Service
30654	163.78	VW30654	Network Billing System, LLC	Service
30655	59.49	VW30655	Handyman Supply Inc.	Supplies
30656	6.87	VW30656	Michael J. Hovis	Expense Reimbursement
30657	116820.00	VW30657	Huntington Public Cap Corp	PAYMENT
30658	38.05	VW30658	Christopher G. Herlinger	Expense Reimbursement
30659	200.00	VW30659	HWS Baseball VI LLC	Vouchers
30660	25.00	VW30660	Mike Koprivnak	Bd of Appeals Mtg & Hearing 1
30661	25.00	VW30661	Curtis Lonsbrough	Zoning Commission Qtrly Mtg 1
30662	173.75	VW30662	Mark Thomas Ford	Service/Supplies
30663	553.00	VW30663	Municipal Signs & Sales	Supplies
30664	900.00	VW30664	Northstar Towing, Inc.	Tows
30665	961.13	VW30665	Ohio Edison	Service
30666	19025.35	VW30666	Ohio Insurance Services Agency	Insurance
30667	130.00	VW30667	On Demand Drug Testing & Work Solutions	Service
30668	81.50	VW30668	Ohio Calibration Laboratories LLC	Services
30669	15.70	VW30669	Orwell Natural Gas	Service
30670	945.00	VW30670	Ohio Billing, Inc.	EMS Trip Submissions
30671	1024.25	VW30671	Ohio Edison	Service
30672	108.99	VW30672	Purchase Power	Postage
30673	286.31	VW30673	NAPA Auto Parts	Parts
30674	25.00	VW30674	Randi Rudloff	Bd of Appeals Mtg & Hearing 1
30675	900.00	VW30675	Schultz Towing, Inc.	10/1 - 10/21 Tows
30676	838.01	VW30676	Southeastern Emergency Equipment	Supplies
30677	324.80	VW30677	Standard Insurance Company RD	Insurance
30678	207.19	VW30678	Tribune Chronicle	Ad
30679	3208.88	VW30679	Trumbull County 911	911 Service
30680	354.07	VW30680	Trumbull County Engineer	Supplies
30681	37.00	VW30681	Treasurer State of Ohio	Service
30682	397.93	VW30682	Verizon Wireless	Service
30683	466.09	VW30683	Vision Service Plan-(OH)	Insurance
30684	25.00	VW30684	Howard Wetzel	Zoning Commission Qtrly Mtg 1
30685	199.54	VW30685	David A. Walter	Expense Reimbursement
30686	25.00	VW30686	Youngstown/Warren Regional Chamber	Registration
30687	3555.72	VW30687	Yesco Electrical Supply, Inc.	Supplies
30688	225.00	VW30688	Bazetta Township	PAYMENT
30689	92.46	VW30689	Ricoh USA, Inc.,	Service/Parts
30690	321.36	VW30690	Time Warner Cable-Northeast	Service
30691	3495.08	VW30691	Wex Bank	Fuel
30692	394.15	VW30692	Trumbull County Water And Sewer	Service

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172408.75

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 2017, 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 2017 and continuing thereafter for a period of one year terminating at the close of business the 17 day of November 2018. 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 \$ 60.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 80.00, 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.

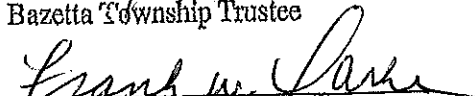
15. Governing Law:

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

Date: 09/25/17



Investment Policy Statement

Prepared for:

Bazetta Township IMA (Rita Drew)

Prepared by:

David Tricomi

1 : Introduction

An Investment Policy Statement (IPS) protects your portfolio from a meaningful deviation from investment intent. This establishes a clear understanding between you and Huntington National Bank ("HNB") regarding your investment goals and objectives. The investment management policies applied to your HNB Investment portfolio ("Portfolio") are outlined in this document.

2 : Asset Overview

Huntington National Bank Assets to be considered under this Investment Policy Statement

The investments being managed under this IPS have a current approximate value of:

\$ 1,033,764

ACCOUNT NAME	ACCOUNT NUMBER	MARKET VALUE	INVESTMENT OBJECTIVE	INVESTMENT AUTHORITY
Bazetta Township IMA	7636000102	\$ 1,033,764	Stability of Principal	Sole

The investment authority for this relationship is sole and/or joint authority.
(Please note: IRA accounts can only be sole authority).

Account Information outside of Huntington National Bank

Please check here if not available:

ACCOUNT HOLDER	CURRENT INVESTMENT MANAGER	ACCOUNT TYPE	APPROXIMATE MARKET VALUE
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3 : Portfolio Goals and Return Expectations and/ or Unique Circumstances

4 : Risk Tolerance

There exists a clear and fundamental long-term relationship between the level of market value volatility assumed and the level of expected return. In general, over the long-term, higher total returns are associated with higher levels of volatility. For Income-Focused portfolios, it should be understood that the value of future distributions will be dependent on the overall interest rate and dividend environment through economic cycles. Please select from the following:

<input checked="" type="checkbox"/>	Low: Willing to accept little volatility knowing that returns will likely be modest over the long-term.
<input type="checkbox"/>	Medium: Willing to accept some short-term volatility in order to generate moderate returns over the long-term.
<input type="checkbox"/>	High: Willing to accept extensive short-term volatility in order to generate higher returns over the long-term.

5: Time Horizon

Time horizon is an important determinant of asset allocation given the periods of market volatility that will be present during an economic cycle. Please select from the following:

<input checked="" type="checkbox"/>	Short-term with a time horizon of 3 years or less.
<input type="checkbox"/>	Intermediate-term with a time horizon of 3 - 10 years.
<input type="checkbox"/>	Long-term with a time horizon of 10 or more years.

6 : Cash Reserves & Liquidity Needs

If you have periodic liquidity needs and/or projected lump sums needed during the lifetime of the account, it should be noted to assist the Portfolio Manager in managing the account. To assist the portfolio manager, please include other cash or liquidity needs that should be considered:

7 : Tax Considerations

Tax considerations do not lead prudent investment choices, but they should be considered in the context of an overall investment strategy. Please select from the following if applicable:

<input checked="" type="checkbox"/>	The Client's income level is such that taxable fixed income investments may be considered as part of the portfolio.
<input type="checkbox"/>	The Client's income level is such that Tax-free Fixed Income investments may be considered for the portfolio. The client's state of residence
<input type="checkbox"/>	This is a tax deferred account.
<input type="checkbox"/>	This is a non-taxable account

The Client is aware of a tax loss carry forward: Yes No

If yes, please indicate the amount of tax loss carry forward:

8: Investment Benchmark References

Huntington National Bank may review your portfolio with you regularly to ensure it is performing as intended relative to your investment goals and objectives. Part of this review may include reporting how the portfolio is performing relative to benchmarks that are appropriate for how your portfolio is structured. The following three indexes are the most commonly used benchmarks for the three asset classes, though others are available as appropriate for your portfolio.

Cash	Citigroup 3-month Treasury Bill
Fixed Income	Barclay Capital Intermediate Govt/ Credit Index
Equity	S&P 500

9 : Asset Allocation Objectives

	Maximum Growth	Growth	Moderate Growth	Balanced	Moderate Income	Conservative	Maximum Income	Stability of Principal
Equity	70-100%	65-95%	45-75%	35-65%	25-55%	5-35%	0-15%	0-10%
Fixed Income	0-15%	5-35%	25-55%	35-65%	45-75%	65-95%	70-100%	0-100%
Cash Equivalent	0-15%	0-15%	0-15%	0-15%	0-15%	0-15%	0-15%	0-100%

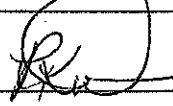

Asset allocation objective for the client relationship (please select from the following):



Objective	Description
Maximum Growth	Investors seek significant growth potential and as a result are willing to accept extensive short-term volatility in their portfolio. The account is typically invested 100% in equities.
Growth	Investor's primary focus is growth potential and there is usually not a need for current income. They seek to achieve higher returns and as a result are willing to accept short-term volatility in their portfolio. Their risk tolerance is typically high.
Moderate Growth	Similar objective as Balanced, however the portfolio typically has a slight bias toward growth.
Balanced	Investors seek an even balance between growth and income from their investments. They seek to achieve moderate returns and as a result are willing to accept some short-term volatility in their portfolio. Their risk tolerance is medium.
Moderate Income	Similar objective to Balanced, however the portfolio typically has a slight bias toward current income.
Conservative	Investor's primary focus is current income and growth potential is secondary. They are willing to accept lower returns in order to avoid significant short-term volatility in their portfolio. Their risk tolerance is low.
Maximum Income	Investor's primary objective is current income and stability of principal. As a result, the portfolio is likely to generate lower returns over time. The account is typically invested 100% in fixed income.
✓ Stability of Principal	Investors seek to avoid risk of principal. Generally used for accounts in transition and typically invested 100% in cash or cash equivalents.

ADOPTION

Reviewed and adopted by the below:

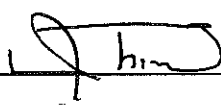
Client Name: Bazetta Township IMA (Rita Drew)

Client Signature:   Date: 10-23-17

Client Signature: 
Bazetta TWP Trustee  Date: 10/23/17

Huntington National Bank (HNB)

Portfolio Manager Name: David Tricoli

Portfolio Manager Signature:  Date: 9-25-2017

Relationship Manager Name: Carol Chamberlain

Relationship Manager Signature: _____ Date: _____

ATTESTATION

By initialing and dating below, I attest that the information and account status on the previous pages has not changed since the last time this form was completed on the above referenced date.

Client Initials: RKD Current Date: 10-23-17

Client Initials: TJW Current Date: 10/23/17



Paul-Michael La Fayette
In the Columbus Office
614-221-2138
plafayette@isaacwiles.com

October 5, 2017

VIA EMAIL ONLY lmurray@kwgd.com
Ted Web, Board of Trustees Bazetta Township
3372 State Route 5 N.E.
Cortland, Ohio 44410

RE: Engagement – Intervention in *State of Ohio ex rel. The Board of the Stark County Combined General Health District, et al. v. Ohio Public Entity Consortium Healthcare Cooperative, et al.*
Stark County Court of Common Pleas Case No. 2017-CV-01438

Dear Mr. Murray,

We appreciate your desire to engage me and this firm (collectively “the Firm”) to represent your interests by intervening in the above captioned case. As you are aware, the Firm represents a number of public entities who are members of the Ohio Public Entity Consortium Healthcare Cooperative (OPEC-HC), and who are interested in intervening in the above lawsuit (“Lawsuit”). The purpose for intervening in this Lawsuit is to protect and prosecute your interests, as well as the interests of the other intervening members, with regard to the recent action taken by OPEC-HC to change administrators, and the potential liabilities which you may incur as a result, as set forth in the claims asserted against OPEC-HC, Ohio Insurance Services, Frank Harmon and the Jefferson Health Plan in the Lawsuit.

A Motion to Intervene in the Lawsuit will be filed on behalf of public entity members of OPEC-HC who engage the Firm to represent them. A copy of that Motion is included with this correspondence. I have completed a conflict check to ensure that no conflict exists with regard to my representation of you in this action.

The legal fees and other litigation costs incurred in the course of representing you and other public entities who retain the Firm to file a motion to intervene and to represent them in the lawsuit will be split equally among all intervening parties, regardless of when they agreed to engage the Firm to file a motion to intervene in the Lawsuit. Since public entities which intervene later in the action will benefit from the work performed earlier in preparing the motion and pleadings, this is the most appropriate way of ensuring that all members are treated fairly with regard to the costs and benefits of intervening.

Client; Scope of Representation. Subject to the terms of this engagement letter, our client in this matter will be is Bazetta Township in (Trumbull County) and those other public entities that have retained our services to intervene in the above litigation. The scope of our engagement is to provide legal representation to in relation to the claims asserted, in the above

COLUMBUS OFFICE
Two Miranova Place, Ste. 700
Columbus, Ohio 43215 | 614-221-2121
TOLL FREE: 800-337-0626



CINCINNATI OFFICE
10979 Reed Hartman Hwy, Ste. 239
Cincinnati, Ohio 45242 | 513-791-7202
BY APPOINTMENT ONLY

lawsuit as set forth in the enclosed Motion and Complaint, as they may be amended from time to time in the course of litigation, and related matters.

Terms of Engagement. Either of us may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event that we terminate the engagement, we will, subject to the terms hereof, take such steps as are reasonably practicable to protect your interests in the above matter and, if you so request, we will suggest to you possible successor counsel and provide it with whatever papers you have provided to us. If permission for withdrawal is required by a court, we will promptly apply for such permission, and you agree to engage successor counsel to represent you.

Compensation. We will invoice our services to defend litigation matters at an hourly rate for each attorney and paralegal devoting time to the matter. Time devoted by law clerks is charged at a rate of \$75.00 per hour; paralegals at \$110.00 per hour; and for attorneys a rate of \$250.00 will be charged per hour. Please note, regardless of the compensation structure, you will be invoiced for costs and expenses incurred by us that are above and beyond our general office related expenses, such as express delivery, and large copy projects. As reflected above, there are numerous public entities that are being jointly represented in this case and the invoices for services will be split equally among all the entities represented. By way of example, a single invoice will be issued to all entities that are being represented by this Firm. The invoice will detail all services rendered and a total of costs for the same. A cover letter will accompany the invoice identifying your specific share of the total. As such, you will not pay the total identified on the invoice but, instead, only your share. Thus, if there are 30 entities represented by this firm in the action, your share will be 1/30th of the invoice.

The Firm has retained the services of Elisabeth Squeglia, Esq., of the Bricker & Eckler firm, to serve as an expert and consultant in this case. Ms. Squeglia has extensive experience in health insurance and healthcare regulatory matters and will be a critical witness in this case. She will also consult with the Firm on the development of the substantive issues in the Lawsuit. Ms. Squeglia hourly rate is \$350 per hour. The fees and other expenses for her services will be included in our invoice, and divided equally among the intervening parties.

Statements normally will be rendered monthly for work performed and expenses recorded on our books during the previous month. Payment is due upon receipt of our statement. In the event you should disagree with, dispute or question the amount stated to be due under any statement which we issue to you, you agree to communicate such disagreement, dispute or question to us in writing within 30 days following your receipt of such statement. In the absence of our receipt of such written communication regarding the amount stated to be due under any statement within such time, we shall be entitled to assume that you have agreed to the amount of such statement and that you will pay the same amount within 30 days following your receipt of such statement.

Any statement which is not paid within 30 days of its date will be considered past due. We reserve the right to charge interest on any such past due billings at the rate of 1 ½% per month (18% per annum) until paid.

Please understand the fees and costs relating to any matter are not predictable. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete any matter.

Client Responsibilities. You agree to pay our statements for services and expenses as provided herein. In addition, you agree to be candid and cooperative with us and will keep us informed with complete and accurate factual information, documents and other communications relevant to the subject matter of our representation or otherwise reasonably requested by us. Because it is important that we be able to contact you at all times in order to consult with you regarding your representation, you will inform us, in writing, of any changes in the name, address, telephone number, contact person, email address, state of incorporation or other relevant changes regarding your business. Whenever we need your instructions or authorization in order to proceed with legal work on your behalf, we will contact you at the latest business address we have received from you. If you affiliate with, acquire or are acquired by or merge with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such an affiliation, acquisition or merger creates a conflict of interest between any of our clients and the other party to such affiliation, acquisition or merger, or if we determine that it is not in the best interests of the firm to represent the new entity. Your failure to communicate and cooperate with us in these respects, could have an adverse effect on our ability to effectively and efficiently represent your interests in any matter and may require that we suspend the rendition of further services in respect of or entirely withdraw from this engagement.

Conflicts of Interest. As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. You should know that in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

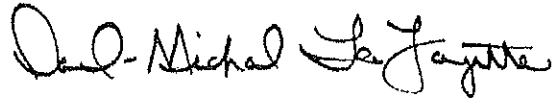
Applicability to Future Engagements. Unless a different engagement letter is executed in the future, the basis terms of this engagement letter also will be applicable to, and govern our professional relationship on all subsequent matters, on or in which we may become involved or engaged on your behalf.

Please understand that while we cannot, and do not, guarantee the outcome or success of any engagement or professional undertaking, we will work hard to represent and serve your interest in all engagements effectively, efficiently, and responsibly.

Should you ever have any questions concerning this engagement letter, please do not hesitate to contact me.

Sincerely,

ISAAC WILES BURKHOLDER & TEETOR, LLC



Paul-Michael La Fayette

ACCEPTANCE

The foregoing terms of this engagement are in accordance with my understanding of the same and are hereby approved and accepted.

By: Thaddeus P. Chapman
Bazetta TWP Trustee

An authorized representative of: Bazetta Township Trumbull County
Entity (please also identify your County)

Date: 10/23/2017

Fire Department Agenda - October 23, 2017 Trustee Meeting

10/19/17 11:17 AM

From: "Dennis Lewis" <dlewis@bazettatwp.org>

To: <trustee@bazettatwp.org>, <rdrew@bazettatwp.org>

The following items are being requested for approval:

1. Requesting acceptance of The Wal-Mart Community Grant - Facility # 2197 of \$2,500.00. This grant will be used for shop with a cop and firefighter, the remaining balance will be used for fire prevention.
2. Acceptance of Thomas Toporcer resignation from part-time employment with Bazetta Fire Department as of October 27, 2017 at 2000 hours. Resignation letter attached.
3. September 2017 Fire Department Monthly report is attached.

Professionally,

*Chief Dennis Lewis OFE, OFC
3000 Warren Meadville Road
Cortland, Ohio 44410
Phone 330-637-8816 Ext. 119
Fax - 330-638-4193
dlewis@bazettatwp.org*



Dennis Lewis

From: Thomas Toporcer [firemedic1226@icloud.com]
Sent: Sunday, October 15, 2017 12:05 PM
To: dlewis@bazettatwp.org
Subject: Formal Notice

Chief Lewis,

It's been a pleasure working with The Bazetta Township Fire Department for the past three and half years.

Effective as of October 27th at 2000hrs, I'm resigning my position as a Firefighter/Paramedic with the Township.

I'll be focusing more on my position family and Full Time Employment obligations.

I wish you all the best of luck!!!

Professionally,

Tom Toporcer
NRP, FF2, FI, CFSI, Hazmat Specialist-HERS/TCS
330-397-7789

This message and contents are intended for use only by the addressee(s), and may contain confidential information that is exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or agent responsible for sending this message, you are hereby notified that any review, distribution or copying of this message is strictly prohibited, contact the sender immediately and destroy the material in its entirety, whether electronic or hard copy. --

BAZETTA

Incident Type Report (Summary)

Alarm Date Between {09/01/2017} And {09/30/2017}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	1	1.14%	\$500	100.00%
	<u>1</u>	<u>1.14%</u>	<u>\$500</u>	<u>100.00%</u>
3 Rescue & Emergency Medical Service Incident				
311 Medical assist, assist EMS crew	1	1.14%	\$0	0.00%
321 EMS call, excluding vehicle accident with	58	66.66%	\$0	0.00%
322 Motor vehicle accident with injuries	2	2.29%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	7	8.04%	\$0	0.00%
	<u>68</u>	<u>78.16%</u>	<u>\$0</u>	<u>0.00%</u>
4 Hazardous Condition (No Fire)				
412 Gas leak (natural gas or LPG)	2	2.29%	\$0	0.00%
	<u>2</u>	<u>2.29%</u>	<u>\$0</u>	<u>0.00%</u>
5 Service Call				
551 Assist police or other governmental agency	1	1.14%	\$0	0.00%
552 Police matter	1	1.14%	\$0	0.00%
553 Public service	1	1.14%	\$0	0.00%
554 Assist invalid	2	2.29%	\$0	0.00%
561 Unauthorized burning	1	1.14%	\$0	0.00%
571 Cover assignment, standby, moveup	2	2.29%	\$0	0.00%
	<u>8</u>	<u>9.19%</u>	<u>\$0</u>	<u>0.00%</u>
6 Good Intent Call				
611F Dispatched & cancelled en route (Fire /	3	3.44%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	1.14%	\$0	0.00%
	<u>4</u>	<u>4.59%</u>	<u>\$0</u>	<u>0.00%</u>
7 False Alarm & False Call				
733 Smoke detector activation due to	1	1.14%	\$0	0.00%
743 Smoke detector activation, no fire -	1	1.14%	\$0	0.00%
745 Alarm system activation, no fire -	2	2.29%	\$0	0.00%
	<u>4</u>	<u>4.59%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 87

Total Est Loss:

\$500

BAZETTA

Inspections by Type

Date Completed Between {09/01/2017} And
{09/30/2017}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
09/27/2017	13:37	CORT02 CORTLAND TRINITY BAPTIST CHURCH 2600 MCCLEARY, JACOBY RD NE	0.14	
09/27/2017	13:25	HAND02 H.A.N.D.S. L.L.C. 2672 ELM RD NE	0.03	
09/27/2017	11:58	PHAN01 Phantom Fire Works/BJ Allen 3566 LARCHMONT AVE NE	0.03	
09/27/2017	13:28	PLAN01 PLANNED PARENTHOOD 2668 ELM RD NE	0.01	
09/27/2017	13:17	PLAS01 PLASTIC AND RECONSTRUCTIVE SURGERY 2662 ELM RD NE	0.03	
09/27/2017	13:11	PREM01 PREMIER CARE PEDIATRICS, INC. 2642 ELM RD NE	0.08	
09/27/2017	12:36	RADI01 RADIOLOGY LAB 2586 ELM RD NE	0.43	
09/27/2017	13:49	SARK01 SARKO'S CHEM DRY 2345 NILES CORTLAND RD NE	0.08	
09/13/2017	12:13	ALLS01 ALL SOULS CEMETARY OFFICE 3823 BAZETTA RD NE/RD	0.02	
09/13/2017	12:11	ALLS02 ALL SOULS CEMETARY CHURCH 3823 BAZETTA RD NE/RD	0.02	
09/13/2017	12:10	ALLS03 ALL SOULS WORK HOUSE/SHOP AREA 3823C BAZETTA RD NE	0.02	
09/13/2017	09:11	ARMY01 ARMY CORP OF ENGINEERS 2961 WARREN MEADVILLE RD NE/B	0.19	
09/13/2017	12:45	BAZE08 Bazetta Christian Church Child Care 4131 BAZETTA RD NE/A	0.12	
09/13/2017	12:15	BELL01 BELL FAMILY CHIROPRACTIC 3030 STATE ROUTE 5 NE	0.02	
09/13/2017	12:25	CENT01 CENTER FOR SURGERY 2580 ELM RD NE	0.03	
09/13/2017	13:24	COUN01 Country Porch Winery 2282 STATE ROUTE 305 NE	0.16	
09/13/2017	14:19	MARK01 MARK THOMAS FORD 3098 ELM RD NE	00 .42	
09/13/2017	12:52	PATRO1 PATRIOT MOTORS 3306 ELM RD NE	1.03	
09/13/2017	12:22	TRUM01 TRUMBULL MAHONING MEDICAL GROUP (TMMG) 2600 ELM RD NE	0.04	

BAZETTA

Inspections by Type

Date Completed Between {09/01/2017} And
{09/30/2017}

Date	Time	Occupancy	Hrs	Fee
200 INSPECTION - General				
09/13/2017	12:08	FRE FRESENIUS MEDICAL CENTER 2100 MILLENNIUM BLVD	0.01	
09/13/2017	12:09	WALM02 Wal-Mart 2016 MILLENNIUM BLVD	0.01	
09/13/2017	12:05	CART01 CARTER'S MARKET 959 STATE ROUTE 305 NE	0.05	
Total Activities for Type: 22			25.97	

Grand Total Activities: 22

Grand Totals: 25.97 0.00

BAZETTA

Aid Responses by Department

Alarm Date Between {09/01/2017} And {09/30/2017}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 12 CORTLAND FIRE DEPARTMENT FDID 78200							
17-0000832	09/03/2017	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci 17-1280		Response Time: 00:03:23	#Appartus	0	0	0	0
17-0000838	09/04/2017	2 Automatic aid received	#Personnel	0	2	0	1
Their Inci 1055		Response Time: 00:07:45	#Appartus	0	1	0	1
17-0000901	09/28/2017	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 17-1149		Response Time: 00:05:03	#Appartus	0	1	0	0
17-0000906	09/29/2017	1 Mutual aid received	#Personnel	0	3	0	0
Their Inci 17-1156		Response Time: 00:09:12	#Appartus	0	1	0	0
Subtotal Responses: 4				Average Response Time for Dept: 00:06:21			

STA. 21 CHAMPION FIRE DEPARTMENT FDID 78109							
17-0000843	09/07/2017	1 Mutual aid received	#Personnel	0	0	0	2
Their Inci 1633		Response Time: 00:05:19	#Appartus	0	0	0	1
17-0000870	09/17/2017	4 Automatic aid given	#Personnel	0	0	0	0
Their Inci 0		Response Time: 00:02:34	#Appartus	0	0	0	0
17-0000877	09/19/2017	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 1708		Response Time: 00:06:32	#Appartus	0	1	0	0
17-0000894	09/25/2017	4 Automatic aid given	#Personnel	3	0	0	0
Their Inci		Response Time: 00:05:37	#Appartus	1	0	0	0
Subtotal Responses: 4				Average Response Time for Dept: 00:05:01			

STA. 30 HOWLAND FDID 78121							
17-0000858	09/13/2017	4 Automatic aid given	#Personnel	3	0	0	0
Their Inci 2459		Response Time: 00:06:21	#Appartus	1	0	0	0
Subtotal Responses: 1				Average Response Time for Dept: 00:06:21			

STA. 32 HOWLAND FDID 78121							
17-0000879	09/19/2017	1 Mutual aid received	#Personnel	0	2	0	0
Their Inci 2514		Response Time: 00:04:18	#Appartus	0	1	0	0
Subtotal Responses: 1				Average Response Time for Dept: 00:04:18			

Response time calculated from time notified to arrival.

BAZETTA

Aid Responses by Department

Alarm Date Between {09/01/2017} And {09/30/2017}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 38 MECCA FIRE DEPARTMENT FDID 78133							
17-0000838	09/04/2017	2 Automatic aid received	#Personnel	0	0	0	4
Their Inci 257		Response Time: 00:07:45	#Appartus	0	0	0	2
17-0000846	09/09/2017	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci 1700260		Response Time: 00:06:57	#Appartus	0	1	0	0
Subtotal Responses: 2			Average Response Time for Dept: 00:07:21				

Response time calculated from time notified to arrival.

Police Agenda for Monday October 23, 2017 Trustee Meeting

10/18/17 12:39 PM

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

To: <rdrew@bazettatwp.org>

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

Rita,

We need to sell the following vehicle from the impound lot via govdeals:

1. 1995 Buick Lesabre vin#1G5HP52L1SH450985
2. 2004 Cadillac Deville Vin#1G6KD54Y84U1352223
3. 1998 Chevy Lumina Vin#2G1WL52M6W9177044
4. 2001 Cadillac Seville Vin#1G6KS54YX1U215463
5. 2003 Ford Explorer Vin#1FMZU74K43ZA46409

That is all for the meeting agenda. 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

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

Moved by _____, seconded by _____, 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)

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:

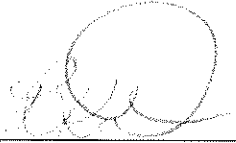
_____	yes	_____	no
_____	yes	_____	no
_____	yes	_____	no

1. 1995 Buick Lesabre vin#1G5HP52L1SH450985
2. 2004 Cadillac Deville Vin#1G6KD54Y84U1352223
3. 1998 Chevy Lumina Vin#2G1WL52M6W9177044
4. 2001 Cadillac Seville Vin#1G6KS54YX1U215463
5. 2003 Ford Explorer Vin#1FMZU74K43ZA46409

- Chief Lewis said there is no asbestos
- Stanley Shrodek of Lakeshore Drive asked about the investment policy statement approved earlier in the meeting
 - Fiscal Officer Drew gave a lengthy reply about township checking and investment accounts
- Paul Carlson of Lakeshore Drive asked if the community can expect a balanced General Fund budget in 2018 without cutting into the carryover
 - Trustee Webb said it would probably not be because critical areas may come out of that fund in case of an emergency
 - Fiscal Officer Drew said the budget she will present to the Trustees will be balanced
 - Just as with the 2017 budget, the Zoning Fund is now self-sufficient and no money will be transferred to that fund
 - There will continue to be no monies available for road paving projects
 - Any cuts to General Fund spending will have to come from the Park, Cemetery, and Administration
- Stanley Shrodek of Lakeshore Drive asked if the Road Department couldn't do things other than roads
 - Trustee Hovis replied
 - They also maintain the park and the cemetery, as well as doing road repairs and roadside mowing
 - Reiterated that there is no money for paving roads
 - Trustee Webb said there is a possibility of receiving a grant and/or no-interest loan to do Beaver Trail
- Paul Carlson of Lakeshore Drive expressed concern that we have no basis to repay any such loan
 - Fiscal Officer Drew explained
 - The basis for the loan would be guaranteed inside millage in either the General or Road & Bridge Funds
 - Fund to repay the loan would come right of the top of property taxes when we receive property taxes from Trumbull County
 - Trustee Webb said Bazetta Township property values have risen 7% and this may help with inside millage

267-17 To adjourn the meeting at 7:42pm.

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



 Attested by: Rita K. Drew, Fiscal Officer

Dated: 11-13-17



 Approved by: Chairman Trustee Ted Webb

Dated: 11/13/17