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

Date:

February 8, 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

050-16 To accept the minutes from the January 25 Regular and February 1 Special Meetings.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

051-16 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

052-16 To adopt the attached IT Services Cooperative Agreement with Champion Township.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

053-16 To adopt the attached IT Services Cooperative Agreement with Village of Lordstown.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

054-16 To adopt the attached IT Services Cooperative Agreement with Mecca Township.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

055-16 To adopt the attached RICOH Order Agreement.

Motion:

Trustee Webb

Second: Vote:

Trustee Parke

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

056-16 To adopt the attached list of fee increases for park, cemetery, and zoning fees, effective February 22, 2016.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

Correspondence (Copies available upon request):

- Notice from Trumbull County Commissioners regarding a Community Development Block Grant Community Development Program Public Hearing
- Copy of a letter from the Trumbull County Engineer regarding a permit t haul or move overweight equipment over Elm Road

#### Administration:

- Trustee Webb explained the fee increases
  - o Trying to preserve the General Fund
  - o These areas (park, cemetery, and, zoning) are supported by the General Fund
  - o A renewal levy for the General Fund failed in 2014
  - The township is no longer receiving that income 0
  - The new levy has been defeated
  - Spending and service cuts will be necessary if the new levy fails again

#### Fire Department:

- See Attached Agenda & Report
- Trustee Webb asked Chief Lewis if he would be attending the Trumbull County Emergency Management Agency meeting on February 17
  - Chief Lewis affirmed that he would
- 057-16 To place Thomas Toporcer on medical leave of absence, retroactive to February 8, 2016.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

058-16 To approve and adopt the attached SOG: 013115.88 Hiring, effective February 20, 2016.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

059-16 To authorize Chief Lewis to post for part-time firefighter/medics.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

- Trustee Parke questioned what this training was for
  - Chief Lewis said OAPFF was the firefighters union
- Trustee Parke stated that the union should pay for union training, not the township

060-16 To approve the attendance of two fire department personnel to attend the OAPFF Winter Education Conference.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – No

Trustee Parke - No Trustee Webb - No

#### **Police Department:**

- See Attached Agenda & Report
- Det. Sofchek reported that the department will be interviewing office candidates this week

061-16 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.

2006 Chevy Van (VIN 2830) 2003 Chevy Cavalier VIN 1014)

Motion: Second: Trustee Webb Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

062-16 To accept the Edward Bryne Memorial Justice Assistance Grant of \$5,636.88 with a local match of \$626.32.

Motion: Second:

Trustee Parke Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

063-16 To approve the expenditure of \$6,263.20 for the purchase of ten (10) Kenwood TK-2180 portable radios with battery, antenna, carrying case, and speaker mic from Cross Radio Service, to be paid from the Police Equipment Fund.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

064-16 To approve the expenditure of \$1,824.00 for the purchase a Bee III radar package from MPH Industries, to be paid from the Drug Enforcement Fund.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

065-16 To accept the resignation of Patrolman Bryan Galida, effective February 14, 2016.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis – Yes

Trustee Parke - Yes

Trustee Webb - Yes

066-16 To hire Tyler J. George as Reserve Police Officer pending negative background check, drug screening, and physical.

Motion:

Trustee Webb

Second:

Trustee Parke

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

067-16 To adopt the attached Resolution to Dispose of Township Property by Internet Auction.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes

Trustee Webb - Yes

#### Road Department:

Road Superintendent Parke reported the following

Cemetery clean up will be the entire month of March

- o Going to a meeting on February 11 with Trustee Webb regarding township road resurfacing and state funding cuts
- Trustee Webb added the following
  - The General Fund pays for repaving roads where the Road Fund only pays for maintenance
  - Many repaving projects work off matching grants program
    - If the township does not have the match, it will not receive the grant

- O At the current rates, it would cost \$4,000,000 to repave all of the township's roads
  - The township has 22 miles of road
  - A road should be repaved roughly every 20 years
  - The township should be spending \$200,00 per year to keep up with road repaving
  - Due to state funding cuts and levy failures, we are currently spending \$0

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

- Zoning Inspector Mills stated the following
  - O Does think the fee increases will not cover the holes in the Zoning budget
  - O Suggested cutting back on or halting nuisance abatements even though this means increased resident complaints
  - Asked if the township would be charging contractors for zoning permits for the fire station
    - Trustee Hovis said this is covered in the Zoning Resolution under government, schools, etc.

#### Zoning Commission & Zoning Board of Appeals:

- Trustee Webb reported that the next Quarterly Meeting will be April 6 at 6:30pm
  - o There will be discussion about pending issues

#### Parks & Recreation Board:

Nothing to report

#### Safety Committee:

• Chief Lewis reported that the next meeting will be the first Thursday in March at 8:00am

#### **Health Insurance Committee:**

Nothing to report

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

None

#### **Public Comment:**

- Anthony Caruso of Hoaglund Blackstub Road discussed a complaint filed by his wife that afternoon
  - o Neighboring vacant property had an issue today where water was flooding out of the house
  - o Not sure if the gas and electricity are still turned on
  - o Concerned that is becoming a dangerous situation
- Zoning Inspector Mills said the following
  - o The township has done nuisance abatements on the property
  - o He will request inspections from Chief Lewis and from the Trumbull County Board of Health
- Chief Lewis stated the following
  - o He will contact the gas and electric companies to see if they have been or can be shut off
  - o Noted that he has no legal right to enter the structure unless it is a medical emergency
  - O During an inspection, he can only report what he can see from outside the structure
- Zoning Inspector Mills stated as follows
  - o He can not legally enter a structure either
  - o He would try to contact the owner
  - o If the house is declared unfit for human habitation, it could be torn down

## $\underline{068-16}$ To adjourn the meeting at 6:28pm.

Motion:

Trustee Parke

Second:

Trustee Webb

Vote:

Trustee Hovis - Yes

Trustee Parke - Yes Trustee Webb - Yes

Pi N D	Dated: <u>OƏ-ƏQ-((</u>
Attested by: Fiscal Officer Rita K. Drew  Approved by: Chairman Trustee Paul Hovis	Dated: 02-22-16

#### PENDING WARRANT REPORT Bazetta Township [2016]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
			The Huntington National Bank The Huntington National Bank Agostinos Diesel Repair Accent Bud's Towing & Recovery, LLC BE Solutions Capital One Commercial City of Warren, Utility Services Dominion East Ohio Network Billing Systems, LLC Finger Lake System Chemistry Attorney Mark S. Finamore Groves Excavating, Inc. Handyman Supply Inc. Horodyski Bros. & Company Lynn Kittinger & Noble Inc. Mahoning Valley Crisis Response Team Cortland Auto Parts Northstar Towing, Inc. Ohio Utilities Protection Service Orwell Natural Gas Ohio Billings, Inc. Ohio Townthip Association Risk Ricoh USA, Inc. Schultz Towing Inc. Sunburst Environmental Service, Inc. Sunrise Spring Water Company Time Warner Cable-Northeast	Mo Service Charges PAYMENT Service EMS Refund January Tows Admin Fees Supplies Service Service Service Supplies Services Tear Down Hour Trailers/Cle Supplies Service Towing 2016 Governmental Assessmen Service EMS Trip Submission 2016-2017 Ann Contribution Maint Agreement Tows Service Service Service
26805	222.79	VW26805	Trumbull County Water And Sewer	Service
26806 26807	52.49 396,50	VW26806 VW26807	Tractor Supply Credit Plan Verizon Wireless	Supplies Service
26808	537.99	VW26808	Walmart Business/SYNCB	Supplies
26809	1850.00	VW26809	The Warren Marble * Granite Co.	Baby Section Memorial
26810	59.99	VW26810	Lou Wollam Chevrolet Inc.	Supplies
26811	20,00	VW26811	Youngstown/Warren Regional Chamber	MVSC
	83308.49	To	tal Amount of Pending Warrants	

#### BAZETTA TOWNSHIP TRUMBULL, COUNTY, OHIO

## IT SERVICES COOPERATIVE AGENCY USE AGREEMENT

This agreement is made this 12th day of February 2016 by and between Buzetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Champton Township, (hereinafter "Cooperative Agency User") whose address is 149 Center Street E., Warren, Ohio, 44481

#### I. RECITALS

- A. Whereus, 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 12th day of February, 2016 and continuing thereafter for a period of one year terminating at the close of business the 11 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

## BAZETTA TOWNSHIP . TRUMBULL, COUNTY, OHIO

### <u>it services.</u> Cooperative <u>agency use agreement</u>

This agreement is made this O3rd dayof, March 2016 by and between
This agreement is made this 0320, tay or.
This agreement is made this year of the agreement is made the series of the Route S, Bazetta Township (hereinafter "IT Service Provider"), whose address is 9372 State Route S, Bazetta Township (hereinafter "Cooperative Agency User")  Contland, Ohio 44410 and Lordstown Township, (hereinafter "Cooperative Agency User")
Contland, Ohio 44410 and Lordscown  Whose address is 1455 Salt Spring Road , Ohio, (Lordstown 44481)
RECITALS
services or plans to provide, perform or utilize like services or products, to reduce the con-
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 mitposes, and IT Service Provider is willing to perform the services onner for upon the
torms and conditions set forth in this Agreement, in a cooperative effort;.  NOW THEREFORE, in consideration of the mutual promises and covenants contained
hexelu, 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 O3rd
2016 and continuing thereafter for a period of one year terminating as the
olose of business the <u>02</u> day of <u>March 2017</u> This Agreement may be extended by mulual consent of the parties hereto, upon the same terms and conditions for a period of time as
William Consour as week.

## BAZETTA TOWNSHIP TRUMBULL, COUNTY, OHIO

# IT SERVICES COOPERATIVE AGENCY USE AGREEMENT

	This agreement is made this 07th day of March 2016 by and between
	Township (hexeluafter "IT Service Provider"), whose address is 3372 State Route 5,
Bazetta	d, Ohio 44410 and Megca Township, (hereinafter "Cooperative Agency User.")
Contan	address is P.O. Box 567 Cortland, Ohlo, 44410
*	THAT S
A.	Whereus, the parties to this agreement desire to form cooperative agreements, enterprisos,
	services or plans to provide, perform or utilize like services or products, to reduce the cost
	of such sarvices or products to each party; and
	Whereas, Cooperative Agency User desires to retain the services of IT Service Provider for
В.	anoh purposes, and II' Service Provider is willing to perform the services called for upon mo
	terms and conditions set forth in this Agreement, in a cooperative effort;
•	NOW THEREFORE, in consideration of the mutual promises and covenants contained
hereli	ı, the parties agree as follows:
1.	Terms of Agreement:
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A)	of March 2016 and continuing thereafter for a period of one year terminating at the
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close of business the O6 day of

This Agreement may be extended by

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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 devises and any and all other applicable Information Technology requirements of Cooperative Agency User.

#### 3. Time Requirements:

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

that IT Service Provider schedules and/or takes off.

Provided however, that although the IT Service Provide will do its best to provide and schedule IT Services under this agreement at the times requested and convenient to the Cooperative Agency User, due to the fact that such services may be utilized by two or more cooperative agency users, the IT Service Provider, reserves the right, at it's sole discretion, to prioritize and schedule IT Cooperative Services to its Cooperative Agency user, in a manner which maximizes and best meets the needs of all Cooperative Agency Users.

#### 4. Compensation and Terms:

It' Service Provider shall present an invoice to Cooperative Agency User each month for all services performed and expenses advanced by IT Service Provider pursuant to paragraph 5, below. Payment shall be due in full within 30 days of the date of the invoice.

Cooperative Agency User shall be responsible for the purchase of replacement parts, new computer components, software, etc., as necessary, upon the advice of IT Service Provider, and approved in advance by Cooperative Agency User.

#### 5. Expenses:

Cooperative Agency User shall pay all expenses reasonably incurred and/or advanced by IT Service Provider in the course of performing services under this Agreement, as mutually agreed upon in advance by the parties hereto.

#### 6. Confidentiality:

All LEADS (law enforcement assistance data system) and law enforcement records, data and information are STRICTLY CONFIDENTIAL, as is all records, data and information contained therein or acquired for or from the Cooperative Agency User's Information Technology infrastructure system. IT Service Provider agrees to treat all such information in which it comes in contact or acquires knowledge thereof during the performance of its duties under this Agreement as confidential. IT Service Provider shall treat as confidential and shall not disclose or use for the benefit of IT Service Provider, or any person or entity other than Cooperative Agency User, any and all information made available or disclosed to IT Service Provider as a result of or related to this Agreement. Provided however, that IT Service Provider may disclose or use such information when necessary in the normal and customary scope and performance of this contract and/or with the consent of the Cooperative Agency User, but otherwise IT Service Provider shall observe and take all steps necessary to preserve and protect the privacy and confidentiality of all Cooperative Agency User's records, information and data.

#### 7. Rights and Licenses:

- (a) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency
  User hereby accepts all proprietary right, title, and interest of IT Service Provider in and to
  any software, documentation, and information produced or created by or for IT Service
  Provider in the performance of the work or the rendition of services under this Agreement.
- (b) IT Service Provider hereby grants to Cooperative Agency User, and Cooperative Agency
  User hereby accepts, an unlimited, unrestricted, royalty-free, fully paid, worldwide and
  nonexclusive license to any software, documentation and information not first produced or

created by or for IT Service Provider as a result of the performance of work or the rendition of services under this Agreement, but included in said work or services, provided IT Service Provider holds copyright to said software, documentation, or information.

(c) IT Service Provider may utilize publicly distributed software, documentation and information within the solutions provided to Cooperative Agency User under the terms of this Agreement, provided that said software, documentation, and information is either in the public domain or is licensed for public distribution.

#### 8. Independent IT Service Provider Relationship:

IT Service Provider is retained by Cooperative Agency User solely for the purposes and to the extent set forth in this Agreement, and IT Service Provider's relationship to Cooperative Agency User shall during the terms of this Agreement be that of an Independent Contractor, IT Service Provider. Representatives, employees, subcontractors, and/or agents of IT Service Provider are not entitled to collect employee benefits from Cooperative Agency User, including, but not limited to workers compensation, unemployment, and any other fringe benefits provided to employees of Cooperative Agency User.

#### 9. Waiver, Modification, or Cancellation:

Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation/termination or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

#### 10. Assignment:

This Agreement shall not be assigned by either party except by mutual agreement of the parties, in writing. Any attempt to assign or transfer any rights, duties, or obligations of this

Agreement shall render such attempted assignment or transfer null and void.

#### 11. Indemnification:

IT Service Provider, its representatives, employees, subcontractors, and/or agents, hereby indemnifies and holds Cooperative Agency User harmless from any and all claims, causes of action and/or damages arising from IT Service Provider's negligent acts and/or omissions in the performance of its duties under this Agreement.

### 12. LEADS (Law Enforcement Assistance Data System) Requirements: (if applicable)

If IT Service Provider will have access to and will be required to provide service to LEADS user agency equipment, IT Service Provider's technicians hereby consents to be fingerprinted and submit to a full background check as required by the Ohio Department of Public Safety (LEADS). IT Service Provider must be approved by LEADS, and be LEADS certified prior to his exposure to the agency equipment and/or data.

IT Service Provider shall complete and execute all necessary forms and documentation to allow Cooperative Agency User to access the background information of its employee(s) performing the IT work for Cooperative Agency User and application for LEADS certification. IT Service Provider's signature below hereby acknowledges its consent to said background checks.

#### 13. Cooperative Agency User's Requirements:

Representatives, employees, subcontractors, and/or agents of IT Service Provider, who may have access to sensitive, confidential, personal or other law enforcement information in the course of the performance of their duties under this Agreement, if required, shall submit to a background check and a pre-employment drug screening test. IT Service Provider's signature below hereby acknowledges its consent to said testing of its representatives, employees, subcontractors, and/or

agents.

#### 14. Severability:

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

#### 15. Governing Law:

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

Bazetta Township Trustee	Township Trustee
the LIMBER	
Bazetta Township Trustee	Township Trustee
Prontie Parke	
Bazetta Township Trustee	Township Trustee

Joel Davis, IT employee for Bazetta Township

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#### ORDER AGREEMENT

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#### TERMS AND CONDITIONS MAINTENANCE SERVICE ONLY

Customer may acquire maintenance services ("Services") for equipment, software and/or hardware products from Ricoh USA, Inc. ("Ricoh") by executing and delivering to Ricoh this Order for acceptance.

Services. (a) This Order identifies the specific Products to be serviced ('Serviced Products'). Ricoh will repeir or replace in accordance with the terms and conditions of this Order and the manufacturer's specifications any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

exchange basis and will be new, reconditioned or used. An parts removed due to repacement will become the property of recon.

(b) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications), or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made of supplies that do not conform to the manufacturer's specifications), or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made of supplies that do not conform to the manufacturer's specifications; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, performed outside of Normal Businass Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) removable cassette, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper or staples, unless expressly provided from Ricoh; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (vii) any software, system support or related connectivity unless specified in writing by Ricoh; (viii) problems resulting from overloaded or improper circuits; (x) (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) (viii) parts no longer available from the applicable manufact

Service Calls. Unless otherwise specified in this Order, service calls will be made during 9:00am - 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown this Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh egrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any Customer Incation, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing and do not conflict with the terms and conditions of this Order.

Service Charges, (a) Service charges ("Service Charges") will be set forth on this Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-stendard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on this Order may result in an increase of Service Charges or the termination of this Order; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and service. Customer shall be responsible for any costs and to related fees for registering with such service and this Order shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in this Order, Service Charges are based on standard 8,5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images. Customer acknowledges that pricing is based on the prevailing rates at the time of this Order. Unless otherwise expressly agreed to in writing, if the Term (defined below) of this Order exceeds twelve (12) months, the Service Charges and any rate expressly stated in this Order may be increased by Ricoh up to ten percent (10%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice.

Term; Early Termination. This Order shall become effective on the date that Ricch accepts this Order, and shall continue for the term identified in this Order. At the expiration of the term identified in this Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Order for convenience prior to expiration of its Term so long as Customer is not then in defauti and provides Ricch at least thirty (30) days prior written notice. Ricch may terminate this Order for convenience prior to expiration of its Term so long as Ricch is not then in defautit and provides Ricch at least skity (60) days prior written notice. Should Customer elect to terminate this Order for convenience and this Order has a Term of at least thirty-six (38) months, Customer shall pay to Ricch, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge; and (ii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge; and (ii) if the termination occurs anytime after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of this Order. For the purposes herein, the Termi

Payment; Taxes. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

Default. In addition to any other rights or remedies which either party may have under this Order or at law or equity, either party shall have the right to cancel the applicable Services provided under this Order Immediately: (f) if the other party falls to pay any fees or charges or any other payments required under this Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party falls to perform or observe any other material covenant or condition of this Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed egainst it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Order and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Order, no refund or credit will be given for any early termination of the Services or any renewal thereof, if Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under all Orders, and the Termination Fee.

Use Of Recommended Supplies; Meter Readings; @Remote. (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the applicable Order with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh true and accurate meter readings in accordance with the billing schedule set forth on an Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. AMR cannot and does not collect. Customer document

content. Ricon uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If the Serviced Product does not have AMR capabilities or Ricoh is unable or elects not to utilize AMR, then Ricoh may (i) require Customer to provide meter readings via designated website,

(c) If the Serviced Product does not have AMR capabilities or Ricoh is unable or elects not to utilize AMR, then Ricoh may (i) require Customer to provide meter readings via designated website, (ii) require submission via telephone, email, or otherwise, or (iii) if neither of the foregoing are utilized, calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If, after repeated billing cycles of estimations, a meter reading is still not provided to Ricoh, then Ricoh may assess an administrative fee in an amount equal to fifteen dollars (\$15.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges.

Customer Obligations. Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricch representatives in connection with the Service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricch to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricch in writing or designated in this Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricch which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricch service program; and (ii) any Serviced Products under one Ricch Service Level may not utilize any supplies provided to other Serviced Products with a different Ricch Service Level (i.e., no sharing of supplies across different Ricch Service Levels.

Connectivity and Professional Services. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in any Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under any Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obtigation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

Returns; Damaged Products. No Products may be returned without Ricch's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing, delivered to Ricch within five (5) days after receipt of Products.

Warranty. Ricoh agrees to perform its Services in a professional manner, consistent with applicable industry standards. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Ricoh ('Ricoh Equipment'), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. Customer agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in a

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS ORDER, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS ORDER DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS ORDER. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Assignment; Force Majeure. Customer shall neither assign any right or interest arising under this Order nor delegate any obligations hereunder, whether voluntary or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be vold. Ricoh shall not be liable for faiture to deliver or delays of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations, unavailability of Services, personnel or materials or other causes beyond Ricoh's control.

Electronic Signatures. Each party agrees that electronic signatures of the parties on this Order w/III have the same force and effect as manual signature.

Governing Law; Entire Agreement. This Order shall be governed by and construed and interpreted in accordance with the taws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the counts of the Commonwealth of Pennsylvania to resolve any action under this Order. The Uniform Computer Information Transactions Act shall not apply to this Order. This Order constitutes the entire agreement between the parties with respect to the subject matter contained in this Order; supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Order, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including by not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Order shall be given no force or effect. Purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Order, shall; (i) be subject to this Order, (ii) serve only to Identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to eller or otherwise modify the terms and conditions of this Order. The delay or fallure of either party to enforce at any time any of the provisions of this Order shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Order. If any provision of this Order is held to be invalid or unenforceable, this Order shall be constr

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: Rita K. Drau	Printed Name:
Title: Fiscal Officer	Title:
Date: 02-0816	Date:



Version # 1.1

#### **Shelter Reservation Rates**

**Small Pavilions** 

\$75. \$ 60.00

Large Pavilion

\$85

Gazebo

\$125 plus \$125 deposit

#### **Zoning Fee Changes**

Zone Change Hearing	\$800
Appeals Hearing	\$600
Garage Sale*	\$10
Fence	\$35
Transient Vendor	\$100
Outdoor Advertising	\$1 per sq. ft.
Zoning Book/CD	\$15
Manufactured Homes	\$40
Swimming Pool	Sq. ft. x \$75 X .0025
Conditional Zoning Certificate	\$750
Candidanal Zaning Cortificate for Adult	•

Conditional Zoning Certificate for Adult \$1,000

Entertainment

Conditional Zoning Certificate for Adult

Entertainment / Internet Café (Annual \$500

Renewal)

**New Construction** 

Sq. ft. x \$75 X .0025

Non-Habitable Garage

Sq. ft. x \$30 X .0025

#### \* No Free Garage Sale Weekends

Bazetta Township Cemetery	Burial Ope	n/Close
Traditional Burial Internment	Resident	Non-Res
Monday-Friday prior to 2:00pm	\$700.00	\$1,100.00
Additional 200.00 per hour thereafter		
Traditional Burial		
Saturday / Holiday Monday-Friday	\$900.00	\$1,300.00
Ashes Burial Monday-Friday prior to 2:00pm Additional 200.00 per hour thereafter	\$300.00	\$400.00
Saturday / Holiday Monday-Friday	\$400.00	\$500.00
Baby Section space w/ opening and closing	\$400.00	\$500.00
Saturday Baby Section	\$500.00	\$600.00
Burial space charge	\$500.00	\$1,000.00
Traditional Disinternment	\$2,500.00	\$2,500.00
Ashes Disinternment	\$800.00	\$800.00
Reinternment	\$2,500.00	\$2,500.00

Fiscal Officer Drew,

- 1. Requesting Tom Toporcer to be put on light duty or medical leave of absence starting February 8, 2016.
- 2. Requesting the approval and adoption of Hiring  ${\bf SOG:013115.88}.$
- 3. Requesting permission to post to hire part-time firefighter/medics.
- 4. Two personnel requested to be approved to attend the OAPFF Winter Education Conference.

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 Incident Type Report (Summary) Alarm Date Between {01/01/2016} And {01/31/2016}

		Pet of	Total	Pct of
Incident Type	Count	Incidents	Est Loss	Losses
1 Fire	3	2.83%	\$2,000	23.52%
111 Building fire	3 1	0.94%	\$500	5.88%
114 Chimney or flue fire, confined to chimney	1	0.94%	\$6,000	70.58%
131 Passenger vehicle fire	5	4.71%	\$8,500	100.00%
	_			
3 Rescue & Emergency Medical Service Incident		0.048	00	0.00%
311 Medical assist, assist EMS crew	1	0.94%	\$0 0.0	0.00%
321 EMS call, excluding vehicle accident with	70	66.03%	\$0	0.00%
322 Motor vehicle accident with injuries	2 5	1.88% 4.71%	\$0 \$0	0.00% 0.00%
324 Motor Vehicle Accident with no injuries				
	78	73.58%	\$0	0.00%
4 Hazardous Condition (No Fire)				
424 Carbon monoxide incident	2	1.88%	\$0	0.00%
444 Power line down	1	0.94%	\$0	0.00%
	3	2.83%	\$0	0.00%
5 Service Call				
553 Public service	. 8	7.54%	\$0	0.00%
554 Assist invalid	4	3.77%	\$0	0.00%
	12	11.32%	\$0	0.00%
6 Good Intent Call				
611E Dispatched & cancelled en route (EMS /	3	2.83%	\$0	0.00%
611F Dispatched & cancelled en route (Fire /	1	0.94%	\$0	0.00%
622 No Incident found on arrival at dispatch	1	0.94%	\$0	0.00%
	5	4.71%	\$0	0.00%
7 False Alarm & False Call				
744 Detector activation, no fire -	1	0.94%	\$0	0.00%
745 Alarm system activation, no fire -	1		\$0	0.00%
746 Carbon monoxide detector activation, no CO	1		\$0	0.00%
	3	2.83%	\$0	0.00%

#### BAZETTA

#### Aid Responses by Department

## Alarm Date Between {01/01/2016} And {01/31/2016}

Incident	Notified	Type of Aid		Fire	EMS	Resc	Other
STA. 12 CO	RTLAND FIRE	DEPARTMENT FDID 78200				<del></del>	. <del>.</del>
16-0000013	01/05/2016	2 Automatic aid received	#Personnel	2	2	0	0
Their Inci	16-00000	Response Time: 00:07:10	#Appartus	_ 1	1	0	0
16-0000056	01/15/2016	3 Mutual aid given	#Personnel	0	16	0	0
Their Inci	16-0084	Response Time: 00:08:00	#Appartus	0	1	0	0
16-0000076	01/22/2016	4 Automatic aid given	#Personnel	2	2	0	2
Their Inci	0091	Response Time: 00:04:56	#Appartus	1		0	2
Subtotal R	esponses:	3	Average Response	Time	for De	pt: (	0:06:42
STA. 17 BR	ISTOL FDID	<u></u>	·		<u>-</u>	<b>-</b>	
16-0000065	01/18/2016	4 Automatic aid given	#Personnel	0	0	0	
Their Inci	17-0065	Response Time: 00:14:26	#Appartus		<del>-</del>	0	0
Subtotal R	esponses:	1	Average Response	Time	for De	pt: (	0:14:2
			·				
STA. 21 CH	AMPION FIRE	DEPARTMENT FDID 78109		<b>_</b>	<del>-</del> -	<b>_</b>	
16-0000013	01/05/2016	2 Automatic aid received	#Personnel	2	0	0	0
Their Inci	16-0000	Response Time: 00:01:18	#Appartus	1	0	0	0
16-0000046	01/12/2016	3 Mutual aid given	#Personnel	0	2	0	0
Their Inci	16-0084	Response Time: 00:07:55	#Appartus	0	1	0	
16-0000050	01/14/2016	3 Mutual aid given	#Personnel	0	0	0	0
Their Inci	16-0093	Response Time: 00:06:29	#Appartus	0	0	0	0
16-0000090	01/26/2016	4 Automatic aid given	#Personnel	3	0	0	1
Their Inci	146	Response Time: 00:10:12	#Appartus		0	0	1
16-0000092	01/26/2016	4 Automatic aid given	#Personnel	0	2	0	1
Their Inci	148	Response Time: 00:01:11	#Appartus	0	1	0	1
Subtotal F	desponses:	5	Average Response	Time	for De	ept: (	00:05:2
	WLAND FDID			- <b></b>		- <b>-</b>	
16-0000006	01/03/2016	1 Mutual aid received	#Personnel		0	0	
Their Inc		Response Time: 00:06:14			0	0	
16-0000013	3 01/05/2016	2 Automatic aid received	#Personnel	2	0	0	
			#Appartus	1	0	0	0

#### STANDARD OPERATING GUIDELINE

#### BAZETTA FIRE DEPARTMENT ADMINISTRATION

HIRING



SOG: 013115.88
EFFECTIVE DATE:
SUPERSEDES: ALL
APPROVED: DRAFT
CHIEF

PAGE 1 OF 1

#### Purpose

The purpose of this guideline is to establish fire department procedure for hiring of full-time firefighter/medics, part-time firefighter/medics, and part-time firefighter/EMTS.

#### **Policy**

- A. Candidates for employment at Bazetta Township Fire Department shall pick up an application at the Bazetta Township Administration Office or online at Bazettatwp.org. Once the application is filled out is must be dropped off back at the Bazetta Township Administration Office.
- B. Hiring of full time employees will be conducted on a as need basis.
- C. Hiring of part-time firefighter/medics will be conducted when staffing is below 15 personnel, but no more than three times a year.
- D. Fire department personnel will be part of the interview process for full-time and part-time candidates. Bazetta Fire Department Trustee liaison will also be included in the interview process if he or she so desires. In the case of full time employment the Chief will follow the CBA also for the interview process.
- E. After interview process, full time and/or part-time candidates will be notified that he/she is moving forward with the hiring process. The full time and/or part-time candidate will also be informed that he or she will have to complete section F & G before recommendation to the Bazetta Township Board of Trustee's.
- F. All candidates will have to provide the Fire Department a Background Criminal Investigation and a Federal Bureau Investigation at the expense of Bazetta Township Fire Department. Background Criminal Investigation or Federal Bureau Investigation will be accepted if it is not less than 30 days old.
- G. All candidates will have a psychological exam at the expense of Bazetta Township Fire Department.
- H. All candidates that are approved from the above requirements will be forwarded to Trustees for approval at a Township Trustee meeting.

#### STANDARD OPERATING GUIDELINE

## BAZETTA FIRE DEPARTMENT ADMINISTRATION

HIRING



SOG: 013115.88
EFFECTIVE DATE:
SUPERSEDES: ALL
APPROVED: DRAFT
CHIEF

PAGE 1 OF 1

- I. All candidates hired at the Bazetta Township Trustees at a regular schedule Bazetta Township Business meeting will be required to have a pre-employment drug screen before the first day of employment at the expense of Bazetta Township Fire Department.
- J. All candidates that are hired at a Bazetta Township Trustee meeting will be required a physical before the first day of employment at the expense of Bazetta Township Fire Department.

## Police Department Agenda for February 8, 2016

Thu 2/4/2016 12:24 PM

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



Rita,

Below will be the agenda for the police department for Monday February 8, 2016:

- To sell from the impound lot a 2006 Chevy van Vin#1GNDV23L26D222830
- To sell from the impound lot a 2003 Chevy Cavalier vin#1G1JF12F137351014
- 3. To accept a grant from Edward Bryne Memorial Justice Assistance Grant for a total of \$5,636.88 with a local match of \$626.32.
- 4. To approve the purchase of ten (10) Kenwood Tk-2180 portable radios complete with battery, antenna, leather carrying case and speaker Mic from Cross Radio Service at a cost of \$6,263.20 to be paid from the Equipment Fund. (Attached)
- 5. To purchase a Bee III radar package from MPH Industries at a cost of \$1,824.00 to be paid from the Drug Fund. (Attached)
- 6. To accept the resignation of Patrolman Bryan Galida effective February 14, 2016. (Attached)
- 7. To hire Tyler J. George as a Reserve Police Officer immediately pending completion of a psychological test, drug screen and physical.
- 8. To sell one of our cruisers that is a 2008 Ford Crown Victoria Vin#2FAHP71V28X168887.

That is all for now. Thank you and have a great day!!!

Michael J. Hovis, Chief of Police

Bazetta Township Police Department



## January 2016 Bazetta Police Department Activity

Published Date: February 3, 2016

Activity	Total
Calls for Service	493
Incident Reports Filed	121
Traffic Crash Investigations	11
Number of Persons Arrested	65
Traffic Offenses	69
Traffic Citations Issued	58
Vehicle Miles Traveled	10,972.78
Office Contacts	189

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

Michael J. Hovis Chief of Police Bazetta Township 2671 McCleary Jacoby Road Cortland, OH 44410

Please accept this letter as notice of my resignation from the position of police officer with Bazetta Township.

Although this has been a difficult decision to make, I have been offered an opportunity I believe will help me reach my long-term career goals. I hope you will understand my reasons for moving on.

I will continue to work for the township for the next two weeks, completing my employment on 14 February, 2016 at 0700. If there are any areas in particular you would like me to focus on during my notice period, please let me know. I wish to make the final weeks of my employment a smooth transition for this agency.

I have enjoyed being a part of this team and am thankful for the opportunities you have given me during the past six years. I owe a great deal to Bazetta Township, my fellow officers, and wish you all the best in your future endeavors..

Sincerely,

Bryan M, Galida

By M. Lelito



## CROSS RADIO SERVICE

250 Vine Ave. N.E. Warren, Ohio 44483 PHONE: 330-394-6868 FAX: 330-394-9701 E-Mail crossradio250@aol.com

January 27, 2016

Bazetta Township Police 3372 St. Rt. #5 Cortland, Oh. 44410

Attention: Chief Mike Hovis

Phone: 330-638-5503

E-mail: mhovis@bazettatwp.org

Re: VHF portable radios. Kenwood prices reflect state contract at 30% off list price.

#### Kenwood

TK-2180K-LKP VHF Li-Ion Battery Package (TK-2180K + KNB-33L + KSC-32 + KBH-11)	\$502.60
KRA-26M VHF helical antenna 146-162 MHz	\$9.80
KLH-6SW Leather swivel belt loop / detachable swivel D-Ring back	\$15,40
KLH-122 Heavy duty leather carrying case for TK-2180/3180 (Non DTMF keypad models)	\$30.97
KMC-41M MIL-SPEC, IP54/55 Noise-canceling Speaker Mic	<u>\$67.55</u>
Total portable package, each	\$626.32
10 portable radio packages	\$6263.20

Thank You

Mike Cross

MPH Industries
316 East 9lh. St. - - Owensboro, KY 42303
Brandy M. Atherton, Sales Representative
866-674-7378 x4 bmatherton@mphindustries.com

#### QUOTE

Date Quote Number 02/02/16 AAAQ17396

Sold To: Bazetta Township Police Departmen

2671 McCleary-Jacoby Road Cortland, OH 44410

Emall: mhovis@bazqitatwp.org Phone: (330)638-5503 (330)638-9927 Fax:

Ship To: Bazetta Township Police Departmen

2671 McCleary-Jacoby Road Cortland, OH 44410

Phone: (330)638-5503 Fax: (330)638-9927

Terms	Rep	P.O. Number
	Brandy	

Qly	Description	Unit Price	Ext. Price
1	Bee III Ka-Band Dual Antenna Radar Package includes: radar, waterproor antenna(s), specific vehicle mounting brackets, wireless remote, two certified tuning forks, cables, operators manual and a 2yr limited factory warranty	f \$1,999.00	\$1,999.00
1	Trade-In on old radar equipement	-\$175.00	-\$175.00
		SubTotal Sales Tax Shipping Total	\$1,824.00 \$0,00 \$0.00 \$1,824.00

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

Moved by Trustee Parke, seconded by Thystee Well, 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)

2008 Ford Crown Victoria (#8887) with \$4,000,00 reserve

BE IT FURTHER RESOLVED, that the Fiscal Officer be and hereby is directed to place said property for sale on the internet auction, as provided above, with a stated minimim price, "AS IS" without warranty, conditions of sale, and reservation of right to reject and any all offers.

Trustee Houis - Yes Trustee Parke- Yes Trustee Webb- Yes