

BAZETTA TOWNSHIP TRUSTEES REGULAR MEETING MINUTES

Date: May 4, 2015 at 7:00pm
Bazetta Township Administration Building
3372 State Route 5
Cortland, Ohio 44410

Present:

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

- Trustee Hovis reminded the assemblage of the Public Comment procedures

145-15 To accept the minutes from the April 20 Regular and April 29 Emergency Meetings.

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

146-15 To authorize the Fiscal Officer to pay all outstanding invoices incurred and approve all warrants issued.

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

147-15 To adopt the attached *IT Services Cooperative Agreement* with Weathersfield Township.

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

Correspondence (Copies available upon request):

- Invitation from Youngstown Warren Regional Chamber to attend the 2015 Athena Awards
- Copy of Permit to work in the right-of-way of Park Avenue from Trumbull County Engineer
- Letter from anonymous citizen regarding junk and abandoned vehicles
- Copy of a Permit to haul or move overweight equipment over Larchmont Avenue

Administration:

- Trustee Parke said that anyone renting or using the Administration Building must be told not to prop the doors open
- Trustee Webb said he and others attended a Trumbull County Engineer's Dinner last week where they were informed of upcoming county road projects

Fire Department:

- Nothing to report

Police Department:

- See Attached Agenda & Report

- Trustee Parke asked if one of the officers could at the Administration Building on the following day to open and close the doors for the pool workers

148-15 To approve the attached *Certificate of Records Disposal (RC-3)*.

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

149-15 To approve the attached *Authorization for a Mutual Agreement for Mahoning/Trumbull County Law Enforcement Agencies for Police Protection*.

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

Road Department:

- Trustee Hovis mentioned a possible joint venture, Issue I Project with the State of Ohio, for road paving on McCleary Jacoby Road
 - Superintendent Parke replied as follows
 - Asked voters to support Issue I whenever it is on the ballot because it gives state monies to local government for these kind of projects
 - A 31% Local and 69% State of Ohio match is what is paying for current paving projects on Millenium Boulevard and McCleary Jacoby Road
 - Writes his grant proposals to try go for as much outside money as possible
 - Money to repair roads comes from the Road & Bridge Fund
 - Money to pave roads come from the General Fund
 - Trustee Webb noted that is why it is important that the General is fully funded
 - If it is not, the township will not be able to write grant proposals for road projects
 - Without these grants, roads can not be paved

Planning Director, Zoning Inspector & Code Enforcement Officer:

- Inspector Mills reported the following
 - Started working on nuisance abatement projects remaining from last year
 - Several new house permits pulled and expects more
 - 6 or 7 previous nuisance abatement properties have been purchased which shows that the project is working
 - Letter to the Zoning Commissioner in this week's correspondence is being addressed with letters being sent out to property owners
 - Code enforcement is working well with a few properties being brought up to code

Zoning Commission, Zoning Board of Appeals & Code Enforcement Board of Appeals:

- Trustee Webb stated that the next Quarterly Meeting would be July 1 at 7pm at the Administration Building

Parks & Recreation Board:

- Nothing to report

Safety Committee:

- Nothing to report

Health Insurance Committee:

- Nothing to report

Asked to be placed on the Agenda:

- None

150-15 To approve an expenditure, not to exceed \$4,500.00 to Groves Excavation to demolish the house and garage at 2996 Warren Meadville and remove all debris related to the demolition, to be paid from the Fire Fund.

Motion: Trustee Hovis

Second: Trustee Parke

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

151-15 To waive the demolition permit fees for Groves Excavation to demolish the building and garage at 2996 Warren Meadville Road.

Motion: Trustee Hovis

Second: Trustee Parke

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

152-15 To approve an expenditure, not to exceed \$5,400.00 to Alexander Pest Control for three (3) mosquito sprayings on May 27, June 17, and July 22, to be paid from the General Fund.

Motion: Trustee Parke

Second: Trustee Hovis

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

Public Comment:


- Eric Ulbrecht of State Route 5 addressed the body as follows
 - Does anyone know what is going on with the PCB seepage at Mosquito Lake
 - He was told the spill was more than 800 gallons
 - He is concerned that there are so many people still working on the clean up
- Chief Lewis answered as follows
 - He was on scene the day of the spill
 - It rained that day and most of the spill was caught in the catch basins
 - The report on the spill was 6ppm
 - He said to contact the Ohio EPA because they took over the event from the township after the initial emergency
- Atty. Tina Chinchic swore in Reserve Officer Nicholas Gregory

153-15 To adjourn the meeting at 7:25pm.


Motion: Trustee Hovis

Second: Trustee Parke

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


Attested by: Fiscal Officer Rita K. Drew

Dated: 05-15-15


Approved by: Chairman Trustee Ted Webb

Dated: 5/18/15

PENDING WARRANT REPORT
 Bazetta Township [2015]

Warrant Number	Warrant Amount	Voucher Number	Payee	Purpose
1	460.30	VW 1	The Huntington National Bank	Truck Loan
24900	1600.00	VW24900	Attorney Mark S. Finamore	Services
24901	295.50	VW24901	Anthem BCBS	EMS Refund
24902	395.64	VW24902	Arrowhead Servies, Inc.	Supplies
24903	50.00	VW24903	Anne Japuncha	EMS Refund
24904	1091.88	VW24904	Business Card	Supplies/Etc
24905	500.00	VW24905	Burrowes Consulting Services	Annual Maint
24906	111.03	VW24906	City of Warren, Utility Services	Service
24907	2100.00	VW24907	CareWorksComp.	2016 Workers' Comp Group Rat
24908	40.00	VW24908	Coralee Miller	EMS Refund
24909	1466.67	VW24909	Delta Dental	Insurance
24910	439.99	VW24910	Graybar Financial Services, LLC	Service
24911	361.03	VW24911	Joshen Paper of PA	Supplies
24912	5.87	VW24912	Lou Wollam Chevrolet Inc.	Supplies
24913	433.22	VW24913	Medical Mutual	EMS Refund
24914	1067.28	VW24914	Ohio Edison	Service
24915	1479.92	VW24915	Ohio Edison	Service
24916	42.50	VW24916	PTNE, Inc.	Service
24917	132.87	VW24917	Ricoh USA, Inc.	PAYMENT
24918	1157.40	VW24918	Standard Law Enforcement Supply Co.	Supplies
24919	100.00	VW24919	Schultz Towing, Inc.	Tows
24920	291.61	VW24920	Tartan Client Truck Account	Service
24921	2400.00	VW24921	Tartan Benefit Services	2016 Group Rating Renewal
24922	81.06	VW24922	Time Warner Cable-Northeast	Service
24923	89.97	VW24923	Tractor Supply Credit Plan	Supplies
24924	496.16	VW24924	Vision Service Plan-(OH)	Insurance
24925	257.40	VW24925	Warren Fire Equipment, Inc.	Service/Supplies
=====				
	16947.30	Total Amount of Pending Warrants		

**BAZETTA TOWNSHIP
TRUMBULL, COUNTY, OHIO**

**IT SERVICES
COOPERATIVE AGENCY USE AGREEMENT**

This agreement is made this 02nd day of June, 2015, by and between Bazetta Township (hereinafter "IT Service Provider"), whose address is 3372 State Route 5, Cortland, Ohio 44410 and Weathersfield Township, (hereinafter "Cooperative Agency User") whose address is 1451 Prospect Street, Ohio, Mineral Ridge, Ohio 44440

I. RECITALS

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

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

I. Terms of Agreement:

- A) The term of this agreement shall be for a period of one (1) year, commencing on the 02 day of June, 2015 and continuing thereafter for a period of one year terminating at the close of business the 01 day of June 2016. This Agreement may be extended by mutual consent of the parties hereto, upon the same terms and conditions for a period of time as

agreed upon by the parties.

2. Duties/Services to be performed:

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

3. Time Requirements:

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

that IT Service Provider schedules and/or takes off.

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

4. Compensation and Terms:

For all services provided under this agreement during normal business hours, Monday through Friday, 8:00AM to 4:00PM (Holidays excluded), the IT Service Provider will charge the Cooperative Agency User, an hourly rate of \$ 50.00, per hour, and for all services provided outside normal business hours, an hourly rate of \$ 75.00, per hour.

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

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

5. Expenses:

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

6. **Confidentiality:**

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

7. **Rights and Licenses:**

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

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

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

8. Independent IT Service Provider Relationship:

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

9. Waiver, Modification, or Cancellation:

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

10. Assignment:

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

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

11. Indemnification:

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

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

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

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

13. Cooperative Agency User's Requirements:

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

agents.

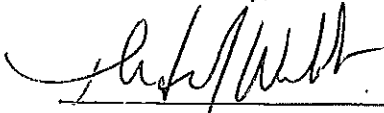
14. Severability:

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

15. Governing Law:

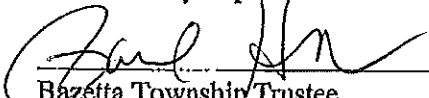
This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio, and any causes of action resulting from breach hereof shall be heard before the Courts of

Trumbull County, Ohio.



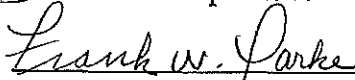
Bazetta Township Trustee

Township Trustee



Bazetta Township Trustee

Township Trustee



Bazetta Township Trustee

Township Trustee

Joel Davis, IT employee for
Bazetta Township

Meeting Agenda May 4, 2015

Tue 4/28/2015 1:24 PM

From: Deanna Boggess

To: rdrew@bazettatwp.org, rmetheny@bazettatwp.org

Cc: mhovis@bazettatwp.org



Rita and Robin,

Per Chief Hovis

For Trustee's May 4, 2015 Meeting Agenda, Please add the following items and attached documents;

1. Approve One Time Records Disposal: See attached Certificate Of Records Disposal (RC-3)
2. Swearing In of Reserve Officer Nicholas Gregory (Rita would you please have the honor of Swearing in Nicholas?)

Deanna Boggess

Records Administrator

Police Secretary

Bazetta Township Police Department

2671 McCleary Jacoby Road

Cortland, Ohio 44410

Ph 330-638-5503

Fax 330-638-9927

DNEU

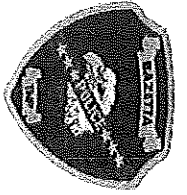


April 2015 Bazetta Police Department Activity

Published Date: May 4,2015

Activity	Total
Calls for Service	516
Incident Reports Filed	110
Traffic Crash Investigations	10
Number of Persons Arrested	46
Traffic Offenses	65
Traffic Citations Issued	59
Vehicle Miles Traveled	11,181.20
Office Contacts	249

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



Bazetta Township Police Department Yearly Comparison Report 2014 - 2015

2014

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	476	396	554	568	668	726	696	713	563	526	531	474	6891
Incidents Filed	119	93	104	140	149	134	106	124	106	103	121	105	1404
Traffic Crash Investigations	12	17	13	13	17	13	12	6	15	17	24	10	169
Number of Persons Arrested	48	38	34	57	68	62	32	51	48	42	67	43	590
Traffic Offenses	74	56	84	128	97	103	47	68	94	73	68	49	941
Miles Traveled	13,053.8	11,052.6	14,376	12,716.38	12,695.2	12,640	12,102	12,554.8	13,422	13,466.6	11,395.20	11,275.90	150,850.48

2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Calls for Service	423	440	491	516									1870
Incidents Filed	100	97	117	110									424
Traffic Crash Investigations	18	14	9	10									51
Number of Persons Arrested	42	38	54	46									180
Traffic Offenses	58	27	81	65									231
Miles Traveled	11,116.1	9,326.80	10,909.1	11,181.20									42,533.2

*Some Statistics may have been updated

** Numbers published as of May 4, 2015 subject to change

**Numbers updated on May 4, 2015

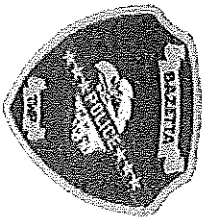
**COS Stats provided by the 911 center may not reflect actual #'s

Bazetta Township Police Department

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

Chief of Police Michael J Hovis

Sgt. Christopher G. Herlinger



	January to April 2014	January to April 2015	↑↓Percentage Difference from 2014 to 2015
Calls for Service	1994	1870	-6.23%
Incidents Filed	456	424	-7.02%
Traffic Crash Investigations	55	51	-7.27%
Number of Persons Arrested	177	180	1.69%
Traffic Offenses	342	231	-32.456%
Miles Traveled	51,198.78	42,533.2	-16.925%

Numbers published as of May 4, 2015 – subject to change Numbers updated on 5/4/2015



Ohio History Connection
 State Archives of Ohio
 Local Government Records Program
 800 E. 17th Avenue
 Columbus, Ohio 43211-2474


CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 1

See instructions before completing this form. Must be submitted with PART 2

For State Archives - LGRP Use Only	
Date Received:	
Date Reviewed:	
Items requested for transfer:	YES NO
<i>If YES, attach copy of transfer form</i>	

Bazetta Township Police Department	Chief Michael J. Hovis	330-638-5503	Bazetta Township Police Station
(local government entity)	(unit)	(contact person)	(telephone number)
2671 McCleary Jacoby Road	Cortland	44410	Trumbull
(address)	(city)	(zip code)	(county)
			(location of records)
			(date mailed to LGRP)
			N/A

I hereby certify that the records listed on this RC-3 and attachments are being disposed of according to the time periods stated on the *approved Records Retention Schedules (RC-2)* listed below. No record will be knowingly disposed of which pertains to any pending legal case, claim, action or request. In addition, microfilm created in place of any original record listed on this RC-3 will be stored according to ANSI Standards and all microfilm master negatives will only be used to create use copies. It is a responsibility of the local government to ensure the preservation and accessibility of any records retained in electronic format.


 Fiscal Officer 330-637-8816
 (signature of responsible official) (title) (telephone number)

To have this form returned to the Records Commission electronically, include an email address: _____

*Please Note: The State Archives retains RC-3 forms for seven years.
 It is strongly recommended that the Records Commission retain a permanent copy of this form.*

Bazetta Township Police Department

(political subdivision name) SAO/LGRP-RC3 (Part 1 & 2), Revised August 2014 (unit)



CERTIFICATE OF RECORDS DISPOSAL (RC-3) – Part 2
 See instructions before completing this form. Must be submitted with Part 1

(1) Records Series Title	(2) Authorization for Disposal		(3) Media Type To be destroyed	(4) Media Type To be retained (if any)	(5) Inclusive Dates of Records		(6) Proposed date of destruction (15 business days from receipt by LGRP)	(7) For LGRP use
	Schedule Number	Date the RC-2 was approved by the Records Commission			From	To		
Training Records	Police 58	2/3/2015	Paper	None	Pre 2010	May 05, 2015		
Grants	Police 21	2/3/2015	Paper	None	Pre 2009	May 05, 2015		
Fax Journals	Police 16	2/3/2015	Paper	None	Pre 2014	May 05, 2015		
Staff Schedule	Police 49	2/3/2015	Paper	None	Pre 2014	May 05, 2015		
Monthly Activity Reports	Police 36	2/3/2015	Paper	Data merged into Yearly Activity	Pre 2011	May 05, 2015		
Daily Mileage Logs	Police 11	2/3/2015	Paper	None	Pre 2010	May 05, 2015		
Telephone Logs	Police 52	2/3/2015	Paper	None	Pre 2013	May 05, 2015		
Traffic Crash Logs	Police 54	2/3/2015	Paper	None	Pre 2010	May 05, 2015		
Traffic Crash Report Files	Police 56	2/3/2015	Paper	None	Pre 2010	May 05, 2015		
Traffic Citations	Police 53	2/3/2015	Paper Copies	None	Pre 2010	May 05, 2015		
Traffic Warnings	Police 57	2/3/2015	Paper Copies	None	Pre 2014	May 05, 2015		
Personnel Files	Police 41	2/3/2015	Paper	Electronic for 60 Years	Non Active or Terminated	May 05, 2015		
Applications For Employment	Police 01	2/3/2015	Paper	None	Non-Hired Pre 2013	May 05, 2015		
Block Watch Program	Police 05	2/2/2015	Paper	None	Pre 2014	May 05, 2015		
Dispatch Logs	Police 12	2/3/2015	Paper	None	Pre 2010	May 05, 2015		



MAHONING VALLEY Chiefs of Police Association

ESTABLISHED 1983

April 21, 2015

Officers 2015

Chairman
James A. Clotti
Special Agent, BCI

**Vice-Chairman
/Treasurer**
Daniel A. Faustino
Chief, Brookfield PD

Secretary
James D. Willock
Chief, Millcreek
Metroparks PD

Member Agencies

Austintown Twp PD
Bazetta Twp PD
BCI
Beaver Twp PD
Boardman Twp PD
Brookfield Twp PD
Campbell PD
Canfield PD
Coitsville Twp PD
Columbiana PD
FBI
Girard PD
Goshen Twp PD
Howland Twp PD
Hubbard PD
Hubbard Twp PD
Jackson Twp PD
Leetonia PD
Liberty Twp PD
Lordstown PD
Lowellville PD
Mahoning County 911
Mahoning County SO
McDonald PD
Mill Creek Metro Parks PD
Milton Twp PD
New Middletown PD
Newton Falls PD
Niles PD
Ohio Division of Wildlife
Ohio Investigative Unit
OSP Mahoning
OSP Trumbull
Perry Twp PD
Poland Twp PD
Poland Village PD
Salem PD
Springfield Twp PD
Struthers PD
Trumbull County SO
US AF
US BATF
US DEA
US FBI
US IRS
USSS
Warren PD
Warren Twp PD
Weathersfield Twp PD
Youngstown PD
Youngstown State Univ. PD

Dear Police Chiefs and Sheriffs,

The Mahoning Valley Chiefs of Police Association has dedicated its time and energy to developing a two county mutual aid agreement in Trumbull and Mahoning Counties. This is critical for our emergency responses for the Bomb Squad and Crisis Response Team throughout our valley. As we are aware there are numerous other benefits to having such an agreement.

I have assigned Captain Steve Szekely to complete the task of seeing this important endeavor through its completion. Please take the following steps to insure the agreement is adopted by all agencies in the two county areas:

- 1) Pass a resolution to adopt the agreement (sample resolution attached) with your local boards or commissioners, council, trustees etc.
- 2) Send a copy of the signed agreement to Captain Steve Szekely, of the Mahoning County Sheriff's Office. The Mahoning County Sheriff's Office will be the holder of these signed documents. The Mahoning County Sheriff's Office will provide back to each agency a current list of all the participating jurisdictions.

Below is a list of advantages, there is always, a need for signing a Mutual Aid Agreement:

We all have a need for mutual aid (examples: Active shooter responses to school incidents, Trumbull County/Niles 1985 tornado, YPD Homicide of Michael Hartzell, YPD Bomb Squad, Trumbull Ashtabula Group, Mahoning County Drug Task Force, Crisis Response Team, Fugitive Task Force, OVI Task Force, Trumbull County Homicide Squad, use of area K-9 units, the list goes on and on.)

This is an insurance policy for your agencies when you need help the most.

The agreement does not bind you to ever send you personnel on mutual aid, it only authorizes mutual aid (you decide if, when and under what conditions to send personnel).

This agreement is the basis of the authority for the CRT, YPD Bomb Squad, and task forces that will assist your agencies. The agreement is pursuant to the Ohio Revised Code. The prosecutors of both Trumbull and Mahoning Counties have approved the concept of the two county agreements. The agreement is a two way street (i.e. you will receive assistance when you need it). When you do receive assistance you are helping the people that are helping you by having a formalized agreement which authorizes their authority to assist you.

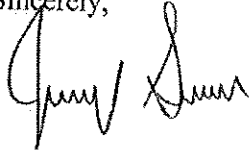
Please direct all correspondence to:
Captain Szekely, 110 Fifth Avenue, Youngstown, Ohio 44503
Phone 330-480-5000 Fax: 330-480-5089 Email: sszekeley@sheriff.mahoning.oh.us

The agreements provide liability protection as well as authority to use police powers in mutual aid situations. The agreement clarifies the expectations of all parties as to who is responsible for the costs of services in mutual aid events. Mutual aid agreements are a cornerstone of disaster preparedness, homeland security and the National Incident Management System. Cooperative and collaborative efforts maximize grant funding opportunities. This is an efficient, effective, and common sense way to do more with less (by sharing equipment, personnel and expertise). Better to have it and not need it than to need it and not have it. It is not a matter of if you will need mutual aid; it is a question of when.

Why sign a two county agreement? Crime and disasters know no boundaries!
Steps needed to be taken.

- 1) Resolution by Township Trustees, City Councils, or Commissioners
- 2) Authorized signature on agreement
- 3) Return the signed agreement to the Mahoning County Sheriff's Office

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Greene". The signature is written in a cursive style with a large initial "J" and "G".

Jerry Greene
Sheriff- Mahoning County

AUTHORIZATION FOR A MUTUAL AID AGREEMENT FOR
MAHONING/TRUMBULL COUNTY LAW ENFORCEMENT AGENCIES FOR
POLICE PROTECTION

WHEREAS, the Counties and the various cities, villages and townships have a desire to enter into a mutual assistance agreement for police protection; and

WHEREAS, the Bazetta Trustees deems it in its best interest to join with the other municipalities, townships and the Counties in such agreement;

NOW, THEREFORE, BE IT ORDAINED by Bazetta Township Trustees of Trumbull County, State of Ohio:

SECTION I: That the Bazetta Township Police Dept. are hereby authorized and directed to execute the Agreement for Mahoning / Trumbull County Local Government Mutual Aid Agreement for Law Enforcement, a copy of which is attached hereto and made part hereof.

SECTION II: That this ruling is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate necessity of entering into the agreement referred to in Section I in order to provide mutual assistance by the various police agencies within Mahoning and Trumbull Counties.

Passed this 4th day of May, 2015.

[Signature] Fiscal Officer [Signature]

[Signature] Frank W. Duke

**MAHONING/TRUMBULL COUNTY LOCAL GOVERNMENT
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

THE UNDERSIGNED local governments and law enforcement agencies (hereinafter the Agency or Agencies) in Mahoning and Trumbull Counties, Ohio, have entered this mutual aid agreement pursuant to Sections 505.431, 737.041, and 3345.041 of the Revised Code and pursuant to any other applicable local government authority including home-rule. This agreement has been executed for the purpose of providing reciprocal police services across jurisdictional lines to enhance the capabilities of law enforcement to protect citizens and property throughout Mahoning and Trumbull Counties. Each undersigned local government Agency acknowledges the adoption of and shall provide a certified copy of a resolution by the appropriate legislative authority authorizing the terms of this agreement, authorizing the provision of police services to any other Agency pursuant to the terms of Section 505.431, 737.041 and 3345.041 of the Ohio Revised Code and authorizing those police department members acting outside of their jurisdiction to exercise full police authority within the jurisdiction of any other Agency who is participating in this Agreement.

The undersigned Agencies shall provide and exchange the full array of police services to and from any of the other Agencies without limitation but generally in accord with the following guidelines.

I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

The Agencies recognize related criminal activities routinely occur across jurisdictional lines and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Mahoning and Trumbull County. Any Agency may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the

officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested person, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger himself or others or threaten the preservation of any evidence.

II. INVESTIGATION OUTSIDE ORIGINAL JURISDICTION

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation will be reported to the appropriate cooperating Agency. Subsequent arrests, search warrant service or similar police actions will be coordinated with the affected Agency.

III. INDEPENDENT POLICE ACTION

The police department of any cooperating Agency may provide police protection service to any other cooperating Agency. Each cooperating Agency that is a party to this contract shall provide a certified copy of a resolution adopted by the appropriate legislative authority that authorized both the provision and receipt of such services by each cooperating Agency. Such certified copies shall be kept on file with the original of this contract in a location to be agreed upon by the Agencies.

IV. OPERATION ASSISTANCE UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency, generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of said criminal activity, that Agency may request police assistance services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Persons

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, that Agency may request police assistance services from any other Agency.

C. Traffic Control Assistance

Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

V. GENERAL POLICE SERVICE

A. Any incident may form the basis for the request of police protection services from one or more cooperating Agencies to another when police assistance is reasonably necessary to protect the safety of persons and property.

B. Police services assistance including routine patrol services may be requested and supplied by cooperating Agencies for special events or other circumstances over extended periods.

VI. GENERAL TERMS AND PROCEDURES

A. A request for police services assistance will be made by the commander of the law enforcement Agency, or his designee. The designee must be of a supervisory rank, or the senior shift officer, when no supervisor is present.

B. A cooperating Agency will provide police services assistance only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, will have the sole authority to determine the amount of personnel and

equipment, if any, available for assistance. There shall be no liability, responsibility or cause of action between or among the parties if assistance is denied, delayed, inadequate, or subsequently recalled, or if furnished assistance is not needed upon arrival.

C. Whenever the law enforcement employees of one cooperating Agency are providing police services in or to another cooperating agency pursuant to the authority contained in this agreement, other legislative authority or state law, such employees will have the same power, duties, rights and immunities as if taking action within the territory of their employing Agency, subject to the terms of this agreement.

D. Whenever the law enforcement employees of one cooperating Agency are providing police services upon request to another cooperating Agency, they will be under the lawful direction and authority of the commanding law enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies and rules and regulations of their employing Agency at all times.

E. Police services assistance can be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services assistance can also be initiated by any on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected DUI, a serious traffic violation or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the officer.

F. An on-duty officer initiating police services assistance will notify a law enforcement officer from the affected cooperating Agency as soon as possible. The assisted cooperating Agency will relieve the officer as soon as possible when appropriate.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits will be the responsibility of the employing Agency, unless the requesting Agency is reimbursed for such costs from any other source. Each Agency shall be responsible for the negligence of its employees to the extent specified by law. The local law enforcement Agencies which are parties to this Agreement will not indemnify and hold harmless any Agency participating in this Agreement for any damages awarded by the Court of Claims in any civil action arising

from any action or omission of any officer of any Agency participating in this Agreement pursuant to this Agreement.

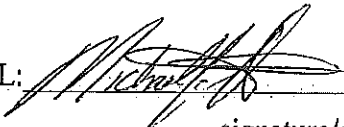
H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

I. The terms of this agreement shall be in effect for four (4) years from and after the date of execution for each cooperating Agency. Any Agency may revoke its future obligations hereunder only upon sixty (60) days written notice to each of the other cooperating Agencies by registered mail.

J. Personnel of the Agency acting under this agreement outside of the Agency's jurisdiction may participate in any pension or indemnity fund established by their Agency to the same extent as if they were acting within their jurisdiction, and are entitled to all rights and benefits under ORC4123.01 to ORC4123.94 the same as if they were performing police services within their jurisdiction.

VII. LIST OF COOPERATING AGENCIES

AGENCY: Bazetta Township Police Department

AUTHORIZED OFFICIAL:  05/04/2015
signature/date

PRINT NAME AND TITLE: Michael J. Hovis

Chief of Police

Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699

Office Phone: 330-637-8816 / Fax: 330-637-4588

www.bazettatwp.org

Warning Letter

File No. 15-1013

Date: 4 May 2015

To: Peggysue & James Wrightsman Mailing Address: 1000 Evertt Hull Rd.
Cortland, Ohio 44410

This is to inform you that your property located at 3675 Hoagland Blackstub Rd., Cortland, Ohio 44410 Parcel # 31-095200 is in violation of Bazetta Township Zoning Resolution in reference to the two (2) junk motor vehicles (van and green car) on this property. These vehicle have been there for multiple years and we are aware they were in probate and now believe they have been released from the estate and have not been licensed or covered or moved for some time.

You will be given until 1 June 2015 to correct this violation or at that time the township will begin legal action to correct this violation.

Thank you for your urgent action on this matter and for continuing to be a valuable asset to Bazetta Township.

Regards

Bazetta Township Trustees

3372 State Route 5, N.E. – Cortland, Ohio 44410-1699

Office Phone: 330-637-8816 / Fax: 330-637-4588

www.bazettatwp.org

Warning Letter

File No. 15-1015

Date: 4 May 2015

To: Christopher Medzie

Mailing Address: 3739 Hoagland Blackstub Rd.
Cortland, Ohio 44410

This letter is to give notice that you are in violation of Bazetta Township Zoning Resolution and to follow up on our previous meeting, your property at 3739 Hoagland Blackstub Rd., Cortland, Ohio 44410 Parcel # 31-054350 is in violation of several sections of the resolution. First I must insist you cease and desist from having sales without obtaining a Garage sale permit which allows you to have two(2) sales a year, second I thank you for the cleanup you have done but you are still in violation with the debris that is around the property, next you signed a paper at my office on 2-21-12 stating that the mobile homes on the adjoining properties being Parcel #31-008076 would be brought into habitat status or removed. At this time I feel we have been very patient on this matter and are giving you until 1 June 2015 to complete all the cleanup of both properties, at that time if the properties are not completed, we will start legal actions to have all items in violation removed.

Thank you for your urgent attention on these matters and if you have any questions please contact my office at the number provided.

Regards