

BAZETTA TOWNSHIP TRUSTEES

REGULAR MEETING MINUTES

Date: September 13, 2022, 7:00 pm
Bazetta Township Administration Building
3372 State Route 5, N.E.
Cortland, Ohio 44410

Present:

Chairman Trustee Michael Hovis Yes
Vice Chairman Trustee Bob McBride Yes
Trustee Michael Morelli Yes
Fiscal Officer Stacy Marling Yes

Chairman Trustee Hovis opened the meeting with the Pledge of Allegiance and followed with a moment of silence.

Trustee McBride reminded the assemblage of the Public Comment Procedures and that the meeting was being video, and audio recorded for informational purposes.

150 -22 Resolution to accept the meeting minutes from the August 23, 2022, Regular Trustee Meeting.

Motion: Trustee McBride
Second: Trustee Morelli
Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes

CORRESPONDENCE (COPIES AVAILABLE UPON REQUEST):

ADMINISTRATION: The Fiscal Officer's monthly financial report will be posted to the township web site. Please visit at www.bazettatwp.org, under the tab titled Administration, Financial page and Reports.

- Chairman Trustee Hovis – Please visit, follow, and share our new “Bazetta Township Ohio” Facebook page for updates and community events
- As a reminder our Administration Office is now open Monday-Friday, 10:00AM-2:00PM to serve our residents

Comments: None

151-22 Resolution to accept the material terms of the One Ohio Subdivision Settlement pursuant to the One Ohio Memorandum of Understanding and consistent with the terms of the July 21, 2021, National Opioid Settlement Agreement. (One Ohio Funds)

Motion: Trustee Morelli
Second: Trustee McBride
Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes

152-22 Resolution to create a specific fund account for One Ohio Opioid Settlement Funds.

Motion: Trustee McBride
Second: Trustee Morelli
Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes

Comments: None

FIRE DEPARTMENT: See attached agenda items and Monthly Reports

153-22 Resolution to approve the attached MOU between the Bazetta Township Board of Trustees and the Bazetta Professional Firefighters Local NO. 3703 effective immediately. (See Attachment)

Motion: Trustee Morelli
Second: Trustee McBride
Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes

154-22 Resolution to promote Cole Mclsaac from a Part-time Firefighter/Paramedic to a Fulltime Firefighter/Paramedic with a hire date of September 18, 2022, pending Police and Fire pension physical. Pay rate and probationary period will be per the current Collective Bargaining Agreement of the International Association of Fire Fighters Local #3703.

Motion: Trustee McBride
Second: Trustee Morelli
Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes

Comments: None

Report from Chief Rink:

- Like to thank Hudson Communications for an outstanding job installing the lights and radios in the Chief car.
- Did four public events
- 125 calls
- 44 hours of training

Comments: None

POLICE DEPARTMENT: Nothing for agenda see Monthly Reports attached

Report from Chief Herlinger:

- 427 calls last month

Comments: None

ROAD DEPARTMENT: See agenda items

155-22 Resolution to approve repairs from Wollam Chevrolet in the amount of \$2462.43 for a 2011 Chevy Silverado 2500. To be paid from 2021-330-323-0000.

Motion: Trustee Morelli

Second: Trustee McBride

Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes

Comments: None

Report from Superintendent Parke:

- Part of the Cemetery grant proposal was accepted. We can receive \$2388.08. They rejected the new shrubs that were proposed for around the buildings. There is a page of terms and conditions that needs to be looked over and then the paper needs signed. I will leave the letter up in the office for you all to review.
- He thanked the guys for doing a great job on the grant

Comments:

- Trustee McBride commented on the good job they did on the bushes at the park gazebo
- Trustee McBride advised he trimmed some of the crab trees

PLANNING DIRECTOR, ZONING INSPECTOR AND CODE ENFORCEMENT OFFICER: Nothing for agenda

Zoning Inspector Pete Pizzulo to report;

- There is a Zone Change Hearing scheduled for Wednesday September 14, 2022, at 6:30 here in the township hall on the map amendment application from the Church at Warren.
- Still no name change on ownership of the Bazetta Mall

Comments:

- Trustee McBride asked if the Bazetta Mall was a sheriff's sale and was under the assumption that all liens were dismissed. Inspector Pizzulo replied it was, but the courts appointed a separate appraiser and auctioneer, Roman Auctions and it may have been treated differently as it was a commercial property.

Zoning Commission and Zoning Board of Appeals: Nothing for agenda

Comments:

- Zoning Inspector Pizzulo advised there will be a Zone Change Hearing scheduled for Wednesday September 14, 2022, at 6:30 and later in the month their quarterly meeting
- He also spoke to Attorney Finamore regarding the new language for the Zoning Resolution regarding Electric Charging Stations, solar panels and wind projects and he is supposed to have that review completed and to the Board before that meeting

PARKS AND RECREATION BOARD: Nothing for agenda

Park Liaison Trustee Michael Morelli to report:

- The Park Board met on September 12
- Jason Lee is the new Naturalist for ODNR, and he attended the meeting. We are coordinating with him for activities and use of facilities
- Lakeview Athletic Club was represented, and they discussed the baseball tournament for next year and we will know by the beginning of next May when that will be
- We are also planning the Easter Celebration for the beginning of April next year

Comments: None

ASKED TO BE PLACED ON THE AGENDA:

John Hickey, Director, Trumbull County Emergency Management Agency

- They are rolling out a new electronic alert system that is an app on your phone or it can be accessed on the Trumbull County website.
- You can customize which alerts you wish to receive such as flood, tornado etc.
- We can add local alerts for our specific community and those who chose to do so will be alerted; example could be a road closure or gas leak etc. You can specify a radius
- Now its all voluntary but moving forward he will be able to push any notice forward and will be notified through the cell towers
- EMA is paying for it
- There are no grants for tornado sirens as they are considered old technology
- They are only made to heard when you are outside
- It costs between 30-35 thousand dollars to purchase a tornado siren and then there is the cost of upkeep, repair, and batteries
- He suggests buying weather radios
- They purchased two drones one will have infrared and speakers
- He will be hosting an open house 12:00PM – 7:00PM at the EMA for public officials and police and fire

PUBLIC COMMENT: We will accept public comment at this time.

If anyone has a question or comment

- Raise your hand
- You will be recognized by the Chairman
- State your name and address for the record

Multiple speakers at the same time will not be allowed

Comments:

None

156 -22 Resolution to adjourn the meeting at 7:26pm.

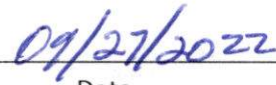
Motion: Trustee McBride

Second: Trustee Morelli

Vote: Trustee McBride Yes Trustee Hovis Yes Trustee Morelli Yes



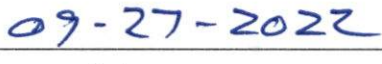
Chairman Trustee Michael J. Hovis



Date



Vice Chairman Trustee Bob McBride



Date

Trustee Michael Morelli

Date

OHIO AUDITOR OF STATE KEITH FABER



Auditor of State Bulletin Bulletin 2022-003

DATE ISSUED: March 10, 2022 Updated August 2022 to include a FAQ link

TO: All County, City, Township, Village Officials and Independent Public Accountants

FROM: Keith Faber
Ohio Auditor of State

SUBJECT: OneOhio Opioid Settlement

OneOhio FAQs are available on the AOS website: <https://ohioauditor.gov/references/OtherAccountingFAQs.html>

Ohio reached an \$808 million agreement with the three largest distributors of opioids. The state developed the OneOhio plan, a mechanism to ensure that any money from a negotiated settlement is distributed fairly to the communities hit hardest by the opioid crisis.

The settlement agreement allocates 30% to local governments (LG Share), 55% to a foundation that will distribute funds to projects, and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio. This bulletin will focus on the allocation of settlement proceeds provided directly to local governments in the LG Share.

The purpose of this bulletin is to emphasize the separate accountability and accounting guidance for the LG Share of the OneOhio Opioid Settlement Funds (OneOhio Funds).

Approved Uses of the Local Government Share

OneOhio Funds must be utilized in a manner consistent with the “Approved Purposes” definition in the OneOhio memorandum of understanding (MOU). According to the MOU, the Funds must be used for “evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers[.]”

Additionally, Exhibit A of the MOU sets forth agreed Ohio Opioid Abatement Strategies.

The Ohio Opioid Abatement Strategy includes three main components:

1. **Strategies for Community Recovery:** Included but not limited to prevention, treatment, recovery support and community recovery projects (examples include child welfare, law enforcement strategies and other infrastructure supports). These strategies have a hyper-local focus that allows communities to collaborate and expand necessary services to their community.
2. **Strategies for Statewide Innovation & Recovery:** Included but not limited to strategies included in Community Recovery Component but also projects that promote statewide change and regional development for prevention, treatment, recovery supports and community recovery (examples include regional treatment hubs, drug task forces, data collection and dissemination). This component also includes research and development to understand how to better serve individuals and families in Ohio.
3. **Strategies for Sustainability:** Ohio's addiction and mental health epidemic was not created overnight, and it will not go away immediately. By collaborating to share resources and knowledge, Ohio's state and local communities can build a sustainable financing strategy and infrastructure to reverse the damage that has been done and prevent future epidemics and crises.

The LG Share of the OneOhio Funds can also be used for past expenditures that are consistent with the approved purposes definition.

Accounting for the Local Government Share

Ohio Rev. Code §5705.09(F) requires subdivisions to establish separate funds for each class of revenue derived from a source other than the general property tax, which the law requires to be used for a particular purpose. Additionally, Ohio Rev. Code §5705.10(I) states that money paid into a fund must be used only for the purposes for which such fund is established.

Before the local government receives its portion from the state, the Auditor of State (AOS) recommends that each participating subdivision accepting the Funds provide by a written ordinance or resolution that the LG Share of the OneOhio Funds shall be placed in a separate fund and used only for the approved purposes as required by the OneOhio MOU. As the special fund is created under Ohio Rev. Code § 5705.09(F), local governments do not need to seek AOS approval for establishing this new fund.

AOS recommends that each participating subdivision accepting OneOhio Funds clearly document their rationale for each expenditure. This documentation is best provided by legislation adopted by the entity's legislative body explaining how the expenditure meets the approved purposes definition of the OneOhio MOU. To aid in our future audit work, we also ask that each expenditure be carefully tracked and adequate documentation of the expenditure be maintained.

For any expenditures previously made by a local government that are eligible for reimbursement with moneys from the LG Share, the local government must pass an ordinance or resolution that identifies

the prior expenditures and explains its determination that expenditures are for approved purposes consistent with the OneOhio MOU.

If local governments are using OneOhio Opioid Settlement dollars to reimburse expenditures from another fund, local governments have two options:

Reallocation method - Local governments should receipt the OneOhio Opioid Settlement dollars into the special revenue fund. If the original expenditure was made in the same fiscal year, the local government can reallocate the original expenditure from the original fund to the special revenue fund. Local governments should maintain documentation to support the reallocation. Local governments on the Uniform Accounting Network (UAN) system should refer to UAN for information on how to properly handle reallocations of expenditures in the UAN system. For guidance UAN provided to users to reallocate/reimburse receipts and expenditures using Coronavirus Relief Fund awards, click [here](#). Similar steps will apply to OneOhio Opioid Settlement dollars.

Invoice method - Local governments should receipt the OneOhio Opioid Settlement dollars into the special revenue fund. Management should prepare a detailed invoice documenting the fund that reported the original expenditure of allowable cost(s) (Original Fund), charge the invoice to the OneOhio Opioid Settlement Fund, and record a reduction of the appropriate expenditure if the reimbursement is within the same fiscal year as the original expenditure. Miscellaneous revenue may be a better choice if the reimbursement relates to a prior fiscal year. Some judgment may be needed to determine the best presentation of these amounts in each particular circumstance. Local governments should charge the appropriate functions/objects within the OneOhio Opioid Settlement Fund based on the billing received from the Original Fund. This method is most useful when the original expenditures were made in one year and receipt of the OneOhio Opioid dollars money didn't occur until the following year.

The AOS encourages recipients of OneOhio Funds to consult with their legal counsel as they plan to utilize the Funds.

Questions

This bulletin is not intended to answer all questions that local governments may have. AOS will continue to provide updated guidance.

If you have any questions regarding the information presented in the Bulletin, please contact the Center for Audit Excellence at the Auditor of State's Office at (800) 282-0370.



Keith Faber
Ohio Auditor of State

BAZETTA TOWNSHIP, TRUMBULL COUNTY OHIO

Resolutions Nos. 151-22 & 152-22

A RESOLUTION TO ACCEPT THE MATERIAL TERMS OF THE ONE OHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT

WHEREAS, Bazetta Township, Trumbull County, Ohio (herein "Township") is a township formed and organized pursuant to the Constitution and laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and Bazetta Township has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding ("MOU") relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Bazetta Township Board of Trustees understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid

epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Supply Chain Participants; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS a settlement proposal is being presented to the State of Ohio and Local Governments by distributors AmerisourceBergen, Cardinal, and McKesson (collectively the “Settling Distributors”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement; and

WHEREAS the Bazetta Township Board of Trustees wishes to agree to the material terms of the proposed National Opioid Distributor Settlement Agreement with the Settling Distributors (the “Proposed Settlement”):

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF BAZETTA TOWNSHIP, TRUMBULL COUNTY, OHIO.

Section 1. That the Board of Trustees of Bazetta Township, Trumbull County, Ohio hereby accepts the proposed OneOhio Subdivision Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (“Settling Distributors”) pursuant to the OneOhio Memorandum of Understanding regarding the pursuit and use of potential opioid litigation settlement funds and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement available at <https://nationalopioidsettlement.com/>.

Section 2. That Michael J Hovis, Chairman, is authorized to execute the Participation Agreement on behalf of Bazetta Township, Trumbull County, Ohio.

Section 3. That it is found and determined that all formal actions of the Board of Trustees relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 4. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety of the people of the Township. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Resolution 151-22


| | Yea | Nay |
|-----------------|-----|-----|
| Trustee Hovis | X | |
| Trustee McBride | X | |
| Trustee Morelli | X | |

Resolution 152-22

| | Yea | Nay |
|-----------------|-----|-----|
| Trustee Hovis | X | |
| Trustee McBride | X | |
| Trustee Morelli | X | |

Date Passed: September 13, 2022

Attest:



Michael J. Hovis
Chairman of Board of Trustees



Stacy Marling
Fiscal Officer

EXHIBIT K**Subdivision Settlement Participation Form**

| | |
|--|-------------|
| Governmental Entity: Bazetta Township | State: Ohio |
| Authorized Official: Michael Hovis | |
| Address 1: 3372 St. Rt 5 | |
| Address 2: | |
| City, State, Zip: Cortland, Ohio 44410 | |
| Phone: 330-637-8816 | |
| Email: mhovis@bazettatwp.org | |

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.


Signature: 
Name: Michael J. Houlihan
Title: Chairman Trustee
Date: 09/13/22

EXHIBIT K

Settlement Participation Form

| | |
|---|--------------------|
| Governmental Entity: <u>Bazetta Township</u> | State: <u>Ohio</u> |
| Authorized Official: <u>Michael Hovis</u> | |
| Address 1: <u>3372 St. Rt. 5</u> | |
| Address 2: | |
| City, State, Zip: <u>Cortland, Ohio 44410</u> | |
| Phone: <u>330-637-8816</u> | |
| Email: <u>mhovis@bazettatwp.org</u> | |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.


9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: 
Name: Michael J. Hovis
Title: Chairman - Trustee
Date: 09/13/2022

Deanna Boggess

From: Tom Rink
Sent: Friday, September 9, 2022 1:03 PM
To: Deanna Boggess
Cc: Michael Hovis
Subject: Fire Department Agenda
Attachments: AGENDA.pdf; MONTHLY REPORT.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Deanna,

Attached is the agenda for the Fire Department.

Thanks,
Tom

BAZETTA FIRE DEPARTMENT



Date: 9/9/2022
To: Trustee Hovis, Trustee McBride, Trustee Morelli
From: Chief Tom Rink
Re: 09/13/2022 Trustee's Meeting

Agenda items:

1. To promote **Cole Mclsaac** from a Part-time Firefighter/Paramedic to a Fulltime Firefighter/Paramedic with a hire date of September 18, 2022, pending Police and Fire pension physical. Pay rate and probationary period will be per the current Collective Bargaining Agreement of the International Association of Fire Fighters Local #3703.
2. To accept an M.O.U between the Bazetta Professional Firefighters Local 3703 and the Bazetta Township Trustees effective immediately.
3. Monthly report attached.

Non agenda items:

1. Like to thank Hudson Communications for an outstanding job installing the lights and radios in the Chief car.

Deanna Boggess

From: Tom Rink
Sent: Friday, September 9, 2022 11:27 AM
To: Deanna Boggess
Cc: Michael Hovis
Subject: Fire Departments agenda
Attachments: MONTHLY REPORT.pdf; AGENDA.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Deanna,

Attached is the agenda, monthly report for the Fire Department.

Thanks,
Tom

Deanna Boggess

From: Michael Hovis
Sent: Monday, September 12, 2022 1:44 PM
To: Deanna Boggess
Subject: Fire Department MOU Resolution

Follow Up Flag: Follow up
Flag Status: Flagged

Deanna,

Resolution for FD MOU should read as follows,

1. Resolution to approve the attached MOU between the Bazetta Township Board of Trustees and the Bazetta Professional Firefighters Local NO. 3703 effective immediately. (See Attachment)

Thank you,

Michael J. Hovis

Bazetta Township Trustee

MHovis@Bazettatwp.org

Cell: 330-240-1326

Deanna Boggess

From: Tom Rink
Sent: Monday, September 12, 2022 8:59 AM
To: Deanna Boggess
Subject: Mou
Attachments: MOU.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Deanna,

This is the MOU that needs added to the agenda tomorrow.

Thanks,
Tom

Affiliated with:
International Association of Firefighters
Washington, D.C.



Affiliated with:
Ohio AFL-CIO

Ohio Association of
Professional Firefighters

Phone: 330-637-4136
Fax: 330-638-4193

**BAZETTA PROFESSIONAL FIREFIGHTERS
LOCAL NO. 3703
3000 WARREN MEADVILLE RD. CORTLAND, OHIO 44410**

13 September 2022

**The Bazetta Professional Firefighters and the Bazetta Twp Trustees agree to the following Memorandum of Understanding:
CBA, Article 20 - Hours of Work / Work Periods**

Both parties agree to meet, at any time, to discuss any/all changes to this agreement, including the duration of this MOU.

Both parties agree that a Full Time "Float" position is needed to cover open shifts/days.

If/when the position of "Float" is no longer required, the Permanent Full-Time Firefighter position will be assigned to a platoon.

Parties agree to assign this Full-Time position to a platoon or shift to follow this shifts payroll cycle.

Furthermore, both parties agree to follow FLSA and provide this position with the appropriate number of hours and FLSA overtime due in the payroll cycle.

**This position will be available for overtime in the existing overtime rotation.
This position will serve the probationary period as stated in the CBA, Article 16.**

For the Union:

David Walter - President

David Walter

Date:

Brad Hall - VP

Bradley Hall

Date:

For the Township:

Michael Davis

Date: 09/13/2022

[Signature]

Date: 09-13-2022

[Signature]

Date: 9/13/2022

BAZETTA FIRE

AUGUST 2022



Total Incidents - 125

Fire Calls – 3

E.M.S - 96

Rescue Calls – 4

Other Calls - 22

Public Events Total - 4

Public Education Classes – 0

Events – 0

Smoke Alarms Installed – 0

Lock Boxes Installed – 1

Senior Watch Signup - 3

Total Training Hours - 44

On Station Training – 12

Off Site Training – 12

Officers Training – 4

Drivers Training – 4

Preplans/Inspections - 12

Inspections Total - 18

Business Inspections – 17

Home Inspections – 1

Fireworks Inspections – 0

Print Review - 0

Deanna Boggess

From: Chris Herlinger
Sent: Friday, September 9, 2022 3:20 PM
To: Deanna Boggess
Subject: Agenda

Deanna, month end reports submitted for agenda. Nothing else for the agenda. Thank you!

Christopher G. Herlinger, Chief of Police
Bazetta Township Police Department
2671 McCleary Jacoby Road
Cortland, Ohio 44410
Office: (330) 638-5503
Fax: (330) 638-9927
cherlinger@bazettatwp.org

Deanna Boggess

From: tbott@bazettatwptemp.onmicrosoft.com
Sent: Friday, September 9, 2022 2:25 PM
To: Deanna Boggess; Michael Hovis; Michael Morelli; Bob McBride
Cc: Chris Herlinger
Subject: Month End Reports
Attachments: monthendreports.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon,

Month End, Shift Coverage, and Impound Reports are attached.

Thank you and have a great weekend!!

*Teresa Bott
Secretary/Records Administrator
Bazetta Township Police Department
2671 McCleary Jacoby Road
Cortland, Ohio 44410
Ph: (330) 638-5503
Fax: (330) 638-9927*

August 2022 Bazetta Police Department Activity



Published Date: September 7, 2022

| Activity | Total |
|-------------------------------------|-----------------|
| Calls for Service | 427 |
| Incident Reports Filed | 65 |
| Traffic Crash Investigations | 5 |
| Number of Persons Arrested | 28 |
| Traffic Offenses | 8 |
| Traffic Citations Issued | 6 |
| Vehicle Miles Traveled | 5,966.60 |
| Office Contacts | 190 |

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

Bazetta Township Police - 2021-2022 Monthly Comparison Chart

| 2021 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|-------------------------------------|--------|--------|------|--------|--------|--------|--------|--------|---------|--------|--------|-------|------------------|
| Calls for Service | 297 | 255 | 358 | 359 | 378 | 484 | 480 | 458 | 429 | 426 | 342 | 315 | 4581 |
| Incidents Filed | 91 | 70 | 91 | 93 | 84 | 66 | 74 | 85 | 92 | 84 | 86 | 71 | 987 |
| Traffic Crash Investigations | 5 | 6 | 6 | 7 | 3 | 4 | 8 | 3 | 9 | 12 | 9 | 12 | 84 |
| Persons Arrested | 48 | 20 | 32 | 30 | 22 | 21 | 21 | 26 | 35 | 29 | 19 | 7 | 310 |
| Traffic Offenses | 6 | 4 | 16 | 11 | 6 | 17 | 7 | 8 | 30 | 34 | 21 | 10 | 170 |
| Office Contacts | 160 | 156 | 255 | 217 | 168 | 207 | 205 | 209 | 262 | 223 | 214 | 220 | 2496 |
| Miles Traveled | 6395.1 | 5406.1 | 7341 | 6072.8 | 6000.6 | 6543.2 | 6454.5 | 6444.6 | 7241.49 | 6970.4 | 5658.1 | 5,366 | 75,893.79 |

| 2022 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
|-------------------------------------|--------|--------|--------|------|--------|--------|--------|--------|-----|-----|-----|-----|--------------|
| Calls for Service | 252 | 237 | 326 | 360 | 361 | 507 | 429 | 427 | | | | | 2899 |
| Incidents Filed | 59 | 56 | 71 | 80 | 75 | 72 | 79 | 65 | | | | | 557 |
| Traffic Crash Investigations | 2 | 9 | 7 | 10 | 13 | 8 | 5 | 5 | | | | | 59 |
| Persons Arrested | 13 | 15 | 24 | 30 | 24 | 20 | 21 | 28 | | | | | 175 |
| Traffic Offenses | 7 | 4 | 11 | 9 | 12 | 8 | 4 | 8 | | | | | 63 |
| Office Contacts | 150 | 149 | 197 | 187 | 191 | 184 | 196 | 190 | | | | | 1444 |
| Miles Traveled | 5979.2 | 5099.6 | 6075.8 | 5428 | 4685.3 | 6330.7 | 5466.8 | 5966.6 | | | | | 45032 |

Bazetta Township Police Department

Year to Date Analysis August 2021 Comparison to August 2022

Chief Christopher G. Herlinger

Sgt. Nathan Greathouse /Sgt. Jake Abbott



| | 2021 | 2022 | ↑↓Percentage Difference from 2021 - 2022 |
|---------------------------------|--------|--------|---|
| Calls for Service | 458 | 427 | -6.769 ↓ |
| Incidents Filed | 85 | 65 | -23.529 ↓ |
| Traffic Crash Investigations | 3 | 5 | 66.666 ↑ |
| Number of Persons Arrested | 26 | 28 | 7.692 ↑ |
| Traffic Offenses | 8 | 8 | 0 |
| Miles Traveled | 6444.6 | 5966.6 | -7.417 ↓ |
| Office Contacts | 209 | 190 | -9.090 ↓ |

BAZETTA TOWNSHIP POLICE DEPARTMENT

SHIFT COVERAGE REPORT

MONTH: AUGUST 2022

| DATE | TIME OFF | SHIFT | # OFC'S | #OFC'S | #OFC'S | | SINGLE OFC HOURS |
|-----------|----------|-----------|---------|-----------|--------|-----------|------------------|
| 8/1/2022 | V | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/2/2022 | | 0700-1600 | 3 | 1600-1900 | 2 | 1900-0700 | 2 |
| 8/3/2022 | | 0700-1600 | 4 | 1600-1900 | 3 | 1900-0300 | 2 |
| 8/4/2022 | | 0700-1600 | 3 | 1600-1900 | 2 | 1900-0300 | 2 |
| 8/5/2022 | | 0700-1500 | 1 | 1600-1900 | 2 | 1900-0700 | 2 |
| 8/6/2022 | | 0700-1500 | 1 | 1500-1900 | 2 | 1900-0300 | 2 |
| 8/7/2022 | C | 0700-1900 | 1 | 1900-2200 | 1 | 2200-0700 | 2 |
| 8/8/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/9/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/10/2022 | | 0700-1500 | 3 | 1500-1900 | 3 | 1900-0700 | 2 |
| 8/11/2022 | | 0700-1600 | 3 | 1600-1900 | 2 | 1900-0700 | 1 |
| 8/12/2022 | C | 0700-1500 | 2 | 1500-1900 | 2 | 1900-0300 | 2 |
| 8/13/2022 | C | 0700-1900 | 1 | | | 1900-0700 | 1 |
| 8/14/2022 | | 0700-1900 | 1 | | | 1900-0700 | 2 |
| 8/15/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/16/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/17/2022 | C | 0700-1600 | 3 | 1600-1900 | 2 | 1900-0700 | 1 |
| 8/18/2022 | P,C | 0700-1600 | 3 | 1600-1700 | 2 | 1700-1900 | 1 |
| 8/19/2022 | C | 0700-1500 | 2 | 1500-1900 | 3 | 1900-0300 | 1 |
| 8/20/2022 | C | 0700-1900 | 2 | | | 1900-0300 | 1 |
| 8/21/2022 | C | 0700-1900 | 1 | | | 1900-0700 | 1 |
| 8/22/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/23/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/24/2022 | | 0700-1600 | 3 | 1600-1900 | 2 | 1900-0700 | 2 |
| 8/25/2022 | | 0700-1600 | 4 | 1600-1900 | 3 | 1900-0300 | 2 |
| 8/26/2022 | | 0700-1500 | 2 | 1500-1900 | 3 | 1900-0300 | 2 |
| 8/27/2022 | C | 0700-1900 | 1 | | | 1900-0300 | 2 |
| 8/28/2022 | | 0700-1900 | 1 | | | 1900-0700 | 2 |
| 8/29/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |
| 8/30/2022 | | 0700-1600 | 2 | 1600-1900 | 1 | 1900-0700 | 2 |

8/31/2022 C 0700-1600 3 1600-1900 2 1900-0300 2 0300-0700 1

DAYS: 31 HRS/DAY:24 744 HOURS 220 HRS- 1 OFFICER 30%

| | |
|-------------|----------|
| TIME OFF: S | SICK |
| C | COMP |
| V | VACATION |
| P | PERSONAL |

August-22

| 22-0002467 | Nissan | Red | NH | Van | 2015 | Mr. Rocter Plumbing & Gary W. Rid | 8/1/2022 | Emerfines | 100 | 25 | 50 | 8/3/2022 | 175 | 75 | 1335 | |
|----------------------|---------|-------|----|---------|------|---|-----------|-----------|-----|-----|----|-----------|-----------|-----------|-----------|-----------|
| 22-0002714 | Mercury | Green | NH | Milan | 2009 | Stevens West | 8/20/2022 | Emerfines | 100 | 25 | 25 | 8/20/2022 | 125 | 25 | 1332 | |
| 22-0002765 | Ford | Red | NH | F150 | 2001 | Schneiderson | 8/23/2022 | Schultz | 100 | 400 | 25 | 9/7/2022 | 525 | 425 | 1335 | |
| 22-0002839 | Toyota | Black | CH | Corolla | 1994 | Maria Rios | 8/28/2022 | Emerfines | 100 | 25 | 25 | 8/29/2022 | 150 | 50 | 1340 | |
| AUGUST TOTALS | | | | | | | | | | | | | \$ 975.00 | \$ 575.00 | \$ 975.00 | \$ 575.00 |

Deanna Boggess

From: Kris Parke
Sent: Tuesday, September 6, 2022 7:37 AM
To: Trustee; Fiscal Officer; Deanna Boggess
Cc: Mark Tempesta
Subject: Bill and Agenda item for truck repairs
Attachments: CCF_000217.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning,

Please see the attached **bill** and **recommended repairs** to the 2011 Chevy Silverado 2500.

I would like the following put on the agenda for the next meeting:

To approve repairs from Wollam Chevrolet in the amount of \$2462.43 for a 2011 Chevy Silverado 2500. To be paid from 2021-330-323-0000.

Thank you,

Kristopher Parke
Road Superintendent
Bazetta Township
330-637-8816 ext 104
kparke@bazettatwp.org
www.bazettatwp.org

CUSTOMER #: 2037

126335

LOU WOLLAM CHEVROLET INC.

488 S. High St. * P.O. Box 370
Cortland, Ohio 44410
(330) 638-2710

INVOICE

BAZETTA TOWNSHIP TRUSTEES
3372 STATE ROUTE 5
CORTLAND, OH 44410
HOME: 330-637-8311 CONT: 330-637-8311
BUS: 330-637-4136 CELL:

PAGE 1

SERVICE ADVISOR: 500 ROBERT OMELLAN

| COLOR | YEAR | MAKE/MODEL | VIN | LICENSE | MILEAGE IN / OUT | TAG | |
|------------|------------|----------------------|-------------------|---------|------------------|---------|-----------|
| 50U/SUMMIT | 11 | CHEVROLET 4WHL D 3/4 | 1GC1KVCG9BF217888 | | 137162/137162 | T6919 | |
| DEL. DATE | PROD. DATE | WARR. EXP. | PROMISED | PO NO. | RATE | PAYMENT | INV. DATE |
| 18APR11 DD | | | 17:00 30AUG22 | | 0.00 | CASH | 31AUG22 |

| R.O. OPENED | READY | OPTIONS: | SOLD-STK: | DLR: | 690 | |
|---------------|---------------|---|--------------------------------|------|-----|-------|
| 08:09 30AUG22 | 11:06 31AUG22 | TRN:MYD/ELECTRONIC HD 6-SPEED AUTOMATIC (More...) | ENG:L96/VORTEC 6.0L VVT V8 SFI | | | |
| LINE OPCODE | TECH | TYPE | HOURS | LIST | NET | TOTAL |

A CUSTOMER STATES ABS, TRACTION CONTRL, AND STABILITRAK LIGHTS ARE ON THE DASH CHECK AND ADVISE
DIAG DIAGNOSIS ONLY-NO REPAIR AT THIS TIME
15 CPT 1.50 115.00 115.00

137162 C0110-48 ABS PUMP MOTOR SHORTED OUT AND BRAKE MODULE IS ALSO OPEN INTERNAL

B CUSTOMER STATES THAT THE A/C IS BLOWING WARM AIR CHECK AND ADVISE
DIAG DIAGNOSIS ONLY-NO REPAIR AT THIS TIME
15 CPT 2.50 150.00 150.00

137162 SYSTEM FULL A/C COMPRESSOR CLUTCH INOP UNDER HOOD FUSE PANEL IS GETTING CORROSION AND THE RELAY FOR PARK LIGHTS IS VERY CORRODED AND MELTING WILL BE ISSUE

ESTIMATE: 265.00 30AUG22 08:09if SA: 500
CONTACT:

RECOMMEND ABS BRAKE MODULATOR VALVE AND ELECTRO NIC BRAKE CONTROL MODULE ESTIMATE --1397.41 W/O TAX RECOMMEND REPLACEMENT OF A/C COMPRESSOR ASSEMBLY ESTIMATE -732.90 W/O TAX RECOMMEND REPLACEMENT OF UNDER HOOD FUSE BLOCK ESTIMATE --332.12 W/O TAX

9/6/22 2021-330-323-0000

STACY,
Please pay this amount for now.

Recommend making these additional Repairs
Totaling \$2462.43

| DESCRIPTION | TOTALS |
|------------------------|--------|
| LABOR AMOUNT | 265.00 |
| PARTS AMOUNT | 0.00 |
| GAS, OIL, LUBE | 0.00 |
| SUBLET AMOUNT | 0.00 |
| MISC. CHARGES * | 0.00 |
| TOTAL CHARGES | 265.00 |
| LESS INSURANCE | 0.00 |
| SALES TAX | 0.00 |
| PLEASE PAY THIS AMOUNT | 265.00 |

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR ACCESSORIES OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DATE _____ CUSTOMER SIGNATURE _____ AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE _____

***SHOP SUPPLY COSTS:**
We have added a charge equal to 10% of the total labor cost, not to exceed \$15.00, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

ARTICLE 1.1.1 - SERVICE AGENT PARTS AND ACCESSORIES WARRANTY

GENERAL MOTORS SERVICE AGENT SERVICE REPLACEMENT PARTS AND ACCESSORIES WARRANTY

General Motors warrants only to Service Agent that it will pay Service Agent for repair or replacement of any defective or malfunctioning part or accessory as follows:

Passenger Cars and Light Duty Trucks

Service Agent Installed - 12 months/unlimited miles, whichever occurs first, from date of installation (parts and labor). Subsequent replacements under this warranty will receive a new 12 month/unlimited miles warranty from the new date of installation.

Most GM parts and accessories sold and permanently installed on a GM vehicle by a GM Service Agent or GM approved Accessory Distributor/Installer (ADI) prior to delivery will be covered under the applicable portion (Bumper to Bumper, Powertrain, etc.) of the New Vehicle Limited Warranty. In the event GM parts and accessories are installed after vehicle delivery, or are replaced under the New Vehicle Limited Warranty, they will be covered parts and labor, for the balance of the applicable portion of the New Vehicle Limited Warranty, but in no event less than 12 months/unlimited miles.

Sold Over-the-Counter - 12 months from the date of original sale by Service Agent (parts only). Subsequent replacements under this warranty will receive the balance of the original 12 month warranty period.

GM accessories sold over-the-counter, or those not requiring installation, will receive the standard GM Service Agent Parts Warranty of 12 months from the date purchased (part only).

Medium Duty Trucks

Service Agent Installed - 12 months from date of installation (parts and labor). Subsequent replacements under this warranty will receive a new 12 month warranty from the new date of installation.

Most GM parts and accessories sold and permanently installed on a GM vehicle by a GM Service Agent or GM approved Accessory Distributor/Installer (ADI) prior to delivery will be covered under the applicable portion (Bumper to Bumper, Powertrain, etc.) of the New Vehicle Limited Warranty. In the event GM parts and accessories are installed after vehicle delivery, or are replaced under the New Vehicle Limited Warranty, they will be covered parts and labor, for the balance of the applicable portion of the New Vehicle Limited Warranty, but in no event less than 12 months.

Sold Over-the-Counter - 12 months from the date of original sale by Service Agent (parts only). Subsequent replacements under this warranty will receive the balance of the original 12 month warranty period.

All GM accessories sold over-the-counter, or those not requiring installation, will receive the standard GM Service Agent Parts Warranty of 12 months from the date of purchase (parts only).

WARRANTY DOES NOT COVER

- Conditions resulting from negligence, alteration, accident or use for which the part or accessory was not designed or approved by GM;
 - Parts and accessories used in racing or other competition;
- Loss of time, inconvenience, loss of use of the vehicle or other economic loss;
 - Damage due to the lack of maintenance or use of wrong fluids, fuel, oil, refrigerant or lubricants.
- On over-the-counter sales (exception: Goodwrench Engines and Transmissions), labor reimbursement for removal of the malfunctioning part or accessory from the vehicle and reinstallation.
- GM Licensed Accessories are covered under the accessory-specific manufacturer's warranty and are not warranted by GM or its Service Agents.

SERVICE AGENT REPAIRS

The selling Service Agent or any Service Agent handling the vehicle line may perform the repairs or replacements covered under this warranty. These repairs or replacements are to be performed within a reasonable time following delivery of the malfunctioning part or accessory to the Service Agent's place of business. The Service Agent must obtain the purchaser's original sales slip on counter sales, or the purchaser's original repair order on Service Agent installations, to validate date of purchase, VIN vehicle mileage, as applicable.

OTHER TERMS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE PARTS IS LIMITED IN DURATION TO THAT OF THIS WRITTEN WARRANTY. THE REMEDY PROVIDED ABOVE IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. GENERAL MOTORS SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, (FOR OTHER THAN INJURY TO THE PERSON RESULTING FROM BREACH OF THIS WRITTEN WARRANTY). GENERAL MOTORS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION IN CONNECTION WITH SUCH PARTS OR ACCESSORIES.

Some states do not allow any limitation on the duration of an implied warranty or the exclusion or limitation of incidental or consequential damages; the above limitations or exclusions may not therefore apply to you. This warranty provides specific legal rights; you may also have other rights depending on the state in which you reside.

If you have questions or concerns regarding GM Service Agent, please first contact your Service Agent. If further assistance is required, you may contact:

GM Certified Service is only available at participating Service Agents. Ask your Service Agent if this limited warranty applies to your repair.

GM Certified Service
P.O. Box 441520
Detroit, MI 48244
1-866-215-6635

General Motors warrants to the original retail purchaser of a GM Service Agent paid repair that the original installing GM Service Agent will repair or replace any ELIGIBLE PART(S) shown on the IDENTIFIED REPAIR ORDER that fails or wears out in normal use and service. In such cases, repair or replacement of the covered part(s) by the Service Agent will be made with a new or remanufactured genuine GM part(s), free of charge to the original purchaser—General Motors will pay for replacement of the part, and the Service Agent will pay for the cost of labor. This warranty remains in effect for as long as the original purchaser owns the GM passenger car or light duty truck on which the part(s) was originally installed.

If a genuine GM part is no longer available, General Motors reserves the right to refund the money originally paid by the purchaser for the covered part(s) and related labor.

The Original Purchaser's Obligations:

Return the vehicle to the original servicing GM Service Agent as identified on the repair order. There are three special circumstances that may render you unable to return to your original servicing Service Agent:

- A subsequent GM Service Agent parts failure occurs while you are temporarily more than 50 miles from your original servicing Service Agent.
- Your original servicing Service Agent is no longer in business.
- You have moved from your principal residence and are no longer within 50 miles of your original servicing Service Agent.

If you experience any of these special circumstances and are unable to return to your original servicing Service Agent call 1-800-GM USE US or log on to the "Find a Service Agent" section of mycertifiedservice.com to find your closest GM Service Agent.

Provide the Service Agent with this limited warranty and a copy of the original repair order, showing the Service Agent had replaced the ELIGIBLE PART(S) at an earlier date.

Deanna Boggess

From: Kris Parke
Sent: Monday, September 12, 2022 12:56 PM
To: Deanna Boggess
Subject: FW: Cemetery Grant

Follow Up Flag: Follow up
Flag Status: Flagged

From: twajda@bazettatwptemp.onmicrosoft.com
Sent: Monday, September 12, 2022 11:40 AM
To: Trustee <trustee@bazettatwp.org>; Fiscal Officer <fiscalofficer@bazettatwp.org>
Subject: Cemetery Grant

All,

Part of the Cemetery grant proposal was accepted. We can receive \$2388.08. They rejected the new shrubs that were proposed for around the buildings. There is a page of terms and conditions that needs to be looked over and then the paper needs signed. I will leave the letter up in the office for you all to review.

Thank you,

Thad Wajda

Bazetta Township Road Department/Cemetery Sexton

330-637-8816

