

BAZETTA TOWNSHIP TRUSTEES

REGULAR MEETING AGENDA

Date: November 12, 2024, 7:00 pm
Bazetta Township Administration Building
3372 State Route 5, N.E.
Cortland, Ohio 44410

Present:

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

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.

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. See attached agenda items

Announcements:

- Please visit, follow, and share our “Bazetta Township Ohio” Facebook page for updates and community events
- As a reminder our Administration Office is open Monday-Friday, 10:00AM-2:00PM to serve our residents
- We would like to remind everyone our Fire Department holds a “Coffee with the Crew” every Tuesday Morning from 8:30AM – 9:30AM. Please stop by!

132-24 Resolution to accept the meeting minutes from Trustees Regular Meeting on October 8, 2024 and the Trustees Special Meeting on October 19, 2024.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

133-24 Resolution to authorize the Fiscal Office to pay all outstanding invoices and approve all warrants incurred from November 13, 2024, through December 10, 2024.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

134-24 Resolution to approve and enter into the attached Delta Dental Contract renewal effective January 1, 2025.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ___ Trustee Hovis ___ Trustee Morelli ___

135-24 Resolution to approve and enter into the attached Consulting Service Agreement with Fuji Lee Strategies, LLC effective immediately through December 31, 2025.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ___ Trustee Hovis ___ Trustee Morelli ___

136-24 Resolution to enter into the attached Road Repair Agreement with the Trumbull County Commissioners and the Trumbull County Engineer.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ___ Trustee Hovis ___ Trustee Morelli ___

Comments:

FIRE DEPARTMENT: See attached monthly reports and agenda items

Report from Chief Rink:

- I would like to thank FF. Rob Wasser and Trustee Hovis for having an informational Facebook live session.

137-24 Resolution to hire Mathew Kello as a Part-time as needed Firefighter/E.M.T with a hire date of November 11, 2024, pending his physical and drug screen. The pay rate will be \$13.00 an hour and he will serve a one-year probationary period.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ___ Trustee Hovis ___ Trustee Morelli ___

Comments:

POLICE DEPARTMENT: See attached agenda items and Monthly Reports

Report from Chief Herlinger:

138-24 Resolution to accept Quote 42366 from MPH Industries in the amount of \$2,588.00 for the purchase of a new Bee III Radar System for the new cruiser that is being upfitted to be paid from Fund # 2081-210-740-0000.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

Comments:

ROAD DEPARTMENT: See agenda items:

Report from Superintendent Arnal:

Comments:

139- 24 Resolution to approve the purchase of a new 52" Ferris Zero Turn Mower in the amount of \$11,499.00 minus a trade in value amount of \$3,000.00 for our 2021 52" Ferris Zero Turn Mower for a total purchase price of 8,499.00 to be paid from the General Fund # 1000-610-740-0000.

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

140- 24 Resolution to allocate the following funds to the McCleary Jacoby Road Paving Project as follows:

\$100,000.00 from General Fund #100-760-700-0000
\$100,000.00 from Gasoline Tax Fund #2021-760-700-0000
\$158,624.43 ARPA Fund #2273-760-790-0000

Motion: Trustee _____
Second: Trustee _____
Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

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

Zoning Inspector Pete Pizzulo to report:

Comments:

ZONING BOARD OF COMMISSIONERS AND ZONING BOARD OF APPEALS: Nothing for the agenda

Report from Chairman Longo:

- The Regular 4th Quarterly Meeting will be held on December 9, 2024, at 6:00PM in the Township Hall

PARKS AND RECREATION BOARD: Nothing for the agenda

Trustee Morelli to give update:

- REMINDER: Park is closed as of November 11, 2024

ASKED TO BE PLACED ON THE AGENDA: No one

PUBLIC COMMENT: We will accept public comment at this time

If anyone has a question or comment

- Raise your hand
- The Chairman will recognize you
- State your name and address for the record

Multiple speakers at the same time will not be allowed

Comments:

141-24 Resolution to adjourn meeting at _____.

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ___ Trustee Hovis ___ Trustee Morelli ___

Chairman Trustee Michael J. Hovis

Date

Vice Chairman Trustee Bob McBride

Date

Trustee Michael Morelli

Date



Bazetta Township Trustees

3372 State Route 5, N.E.
Cortland, Ohio 44410

Chairman Trustee Michael J. Hovis – Vice Chairman Trustee Robert McBride – Trustee Michael Morelli
Fiscal Officer Stacy Marling
Administrative Secretary Deanna Longo
Office Phone: 330-637-8816 – Fax: 330-637-4588



Resolution 136-24

Be it resolved, by the Bazetta Township Board of Trustees to enter into the Road Repair Agreement with the Trumbull County Board of Commissioners and the Trumbull County Engineer on this 12th day of November 2024.

Motion: Trustee _____

Second: Trustee _____

Vote: Trustee McBride ____ Trustee Hovis ____ Trustee Morelli ____

Chairman Trustee Michael J. Hovis

Date

Vice Chairman Trustee Bob McBride

Date

Trustee Michael Morelli

Date



**Delta Dental Contract
For
Bazetta Township (Trumbull County)**

This Contract ("Contract") is entered into by and between Bazetta Township (Trumbull County) (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). Contractor and Delta Dental may each be individually referred to as a "Party" or together as "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2025, the ("Effective Date").

Section I. Declarations

The benefits available are as set forth in this Contract. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision contained in subsequent sections of this Contract.

- A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2025
- B. **First Renewal Date:** January 1, 2026
- C. **Group Number:** 0483-0596
- D. **Rate(s):**

Enrollee only - \$29.12 per month per Enrollee

Enrollee with one or more dependents - \$77.60 per month per Enrollee

These Rates are contingent upon 100% enrollment of the eligible Enrollee of the defined group and their Dependents. Rates do not include any applicable claims taxes.

DELTA DENTAL PLAN OF OHIO, INC.

BY: 

President and CEO

DATE: October 1, 2024

CONTRACTOR

BY: _____
(Authorized Signature)

(Title)

DATE: _____

Section II. Definitions

A. Contract

This document, including the Certificate and applicable Summary (ies) of Dental Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

B. Rate

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental[®] each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

C. License

A limited, non-transferable, non-exclusive, non-sublicensable, temporary license granted to Contractor by Delta Dental to access and use Delta Dental's web portals.

Any capitalized terms not defined herein are defined in the Certificate.

Section III. Eligibility

A. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Dental Plan Benefits.

B. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V.B. of this Contract.

C. Termination of Eligibility

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract.

Eligibility of an individual Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;
2. The Member fails to comply with the eligibility requirements of this Contract; or
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

D. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.D. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.
2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that

he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.

3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable Rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.
4. Continuation coverage will not continue beyond the termination of this Contract.
5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.D.
6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage.
7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.D. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be a Member under this Contract and the dental care certificate as long as coverage is provided under this Section III.D.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

E. Loss of Eligibility During Treatment

1. If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60-day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

Section IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental. Notwithstanding the foregoing, Contractor acknowledges that Delta Dental periodically updates its Certificates to account for CDT code changes issued by the American Dental Association and processing policy changes made by Delta Dental, and Contractor agrees that any such changes shall apply to this Contract provided that Delta Dental provides Contractor prior notice of any such changes. Such changes shall become effective as of the date indicated in such notice.

Section V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of

Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.

4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.
5. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.
6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's or Plan Sponsor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amount to be paid will be due by the 5th of the month of the intended coverage. For example, the premium for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

- a. Information provided upon enrollment proves to be in error; or
- b. Terms and provisions of the Contract are materially violated; or
- c. Initial size or composition of the group changes by ten percent (10%) or more unless otherwise set forth in the Declarations section of this Contract; or
- d. Monthly invoices are not paid as billed.

Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.
4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.
5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a

discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.

6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, and all privacy notices as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.
7. To pay for any agreed-to, non-standard reports on a time and materials basis.
8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

Section VI. General Provisions

- A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.
- B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.
- C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.
- D. Marketing Materials. Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.
- E. Legal Action. Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least 60 days advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.
- F. Indemnification.
 1. Contractor agrees to defend, indemnify and hold harmless Delta Dental, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Contractor, its officers, directors, employees, agents or Members; or (ii) any negligent or willful act or omission by Contractor, its officers, directors, employees, agents or Members.
 2. Delta Dental agrees to defend, indemnify and hold harmless Contractor, its affiliates, directors, officers, and employees from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of: (i) a breach of this Contract by Delta Dental, its officers, directors, employees or agents; or (ii) any negligent or willful act or omission by Delta Dental, its officers, directors, employees or agents.
 3. A Party seeking indemnification shall (i) promptly notify the indemnifying Party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying Party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying Party (at the indemnifying Party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying Party settle a claim, suit or proceeding without first obtaining the written consent of the other Party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying Party as well as its officers, directors, and employees.
- G. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member in regard to claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits

under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.

- H. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.
- I. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- J. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.
- K. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.
- L. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the parties and their respective successors and assigns.
- M. Subrogation. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.
- N. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a claim that contains false or misrepresented information, or pays a claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- O. Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.
- P. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.
- Q. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.
- R. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.
- S. Entire Agreement. This Contract constitutes the entire agreement between the Parties.

- T. **Effect of Errors on Coverage.** Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- U. **Bankruptcy or Insolvency.** Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.
- V. **Other Goods and Services.** From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third-party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third-party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.
- W. **Web Portal License.**
1. Delta Dental grants to Contractor the License to access and use Delta Dental's web portals solely for the purpose of administering and/or viewing Member Benefits as set forth in this Contract, subject to any additional terms and conditions appearing on such web portals. Under this license grant, Contractor's Members are permitted to access and use Member Portal, and Contractor and its officers, directors, employees, contractors and agents are permitted to access and use Benefit Manager Toolkit as necessary solely for the purposes of administering Contractor's dental plan. Access to Member Portal and Benefit Manager Toolkit shall be limited to individuals located within the United States and Canada.
 2. Contractor is solely responsible for managing access to the web portals, for securing the usernames and passwords of its, officers, directors, employees, contractors, agents and Members ("End Users") who use or access such web portals, and for any violation of this Contract by any such End Users. Delta Dental shall not be liable for Contractor's or Contractor's End Users' failure to properly secure their usernames or passwords and, unless otherwise exempt by law, Contractor shall indemnify and hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of (i) Contractor's, or Contractor's End Users', failure to properly manage access or secure usernames and passwords, (ii) any breach of this Contract by Contractor or its End Users; or (iii) any negligent or willful misuse of Delta Dental's web portals by Contractor or its End Users.
 3. Contractor agrees that, to the extent its End Users will be entering eligibility data into Benefit Manager Toolkit on Contractor's behalf, Contractor shall be solely responsible for the accuracy and completeness of the eligibility data entered. Unless otherwise exempt by law, Contractor shall indemnify and hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of any eligibility data entered by Contractor's End Users.
 4. Contractor acknowledges that Delta Dental's web portals permit individuals to view and access Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor therefore certifies that, when using the web portals, it and its End Users will abide by the provisions of HIPAA and all other applicable laws. As such, Contractor agrees that it and its End Users shall access and use Delta Dental's web portals for the sole purpose of viewing their own Benefits and/or performing plan administration functions on behalf of Contractor.
 5. Contractor recognizes and agrees that Delta Dental retains sole title, right and interest in the intellectual property rights of its web portals including, but not limited to, any applicable patents, trademarks and/or copyrights. Contractor understands that the license granted herein transfers neither title nor proprietary rights to Contractor with respect to any web portals. As such, neither Contractor nor any of its End Users shall attempt to reproduce, modify, reverse assemble, reverse compile or reverse engineer the source code of Delta Dental's web portals.
 6. Delta Dental reserves the right to terminate this license grant at any time with or without cause. This license grant shall terminate immediately upon termination of the Contract.

Section VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

Section VIII. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

- A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or
- B. Delta Dental cancels pursuant to Section V.B.1 of this Contract; or
- C. The size of the group changes by 10% or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or
- D. The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or
- E. The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with 30 days' prior written notice.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

Section IX. Confidentiality and Disclosure

- A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.
- B. Confidential Information shall not include any information that:
 - 1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
 - 2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or
 - 3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).
- C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.
- D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.
- E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal

request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

Consulting Service Agreement

THIS CONSULTING SERVICES AGREEMENT (this “*Agreement*”), effective as of the _____ day of _____, 2024 (the “*Effective Date*”), is made between the Township of Bazetta Ohio, a (the “*Township*”), and FUJI LEE STRATEGIES, LLC, an Ohio limited liability company (“*Consultants*”).

In consideration of the mutual promises set forth in this Agreement, the Township and Consultants hereby agree as follows:

1. Retention; Performance of Services

- 1.1 The Township hereby retains the consultants commencing as of the Effective Date and ending December 31, 2025, unless terminated in accordance with Section 8 of this agreement.
- 1.2 Consultants shall provide to the Township with the following grant writing services (the “*Services*”).
 - a. Research and evaluate governmental and private grant sources suitable for township.
 - b. Work with and meet with Township to obtain information necessary to timely and accurately prepare strong grant proposals.
 - c. Prepare grant proposals and make timely submission of grant proposals. Consultants shall obtain Township’s agreement prior to submission of any Grant Recommended by Consultants.
- 1.3 The Township agrees that Consultants performance of the Services is dependent on the Township’s timely and effective cooperation with the Consultants. Accordingly, the Township acknowledges that any delay by the Township in providing information to the Consultants may result in Consultants being released by Township from any obligation or scheduled deadline under this Agreement.

2. Compensation

Township will pay Consultants seven and half (7.5%) percent of all grant funds awarded to the Township from Grants prepared by Consultants, not to exceed \$73,000 over the entire term of the Agreement.

The Township agrees that the Consultants fee will solely be paid out of the Township’s general fund and will not be paid out of the grants secured.

Once a grant is secured and official notice of award is provided to the Township, the Consultants will invoice the Township on the 20th of every month for the amount awarded the previous month. This invoice is to be paid by the fifteenth (15th) of the following month.

3. *Changes to Services*

The Township may, with the approval of Consultants, issue written directions (a "Change Order"), which may change the manner or timetable of performance of the Services or include additional work which was not originally included in the scope of the Services. No Change Order shall be effective to modify the terms of this Agreement unless signed by the Township and approved in writing by consultants, which approval may be conditioned upon adjustment to the Service Fee or the timetable of production of the Services. All Change Orders approved by consultants shall be applied on a prospective basis and shall have no retrospective effect.

4. *Standard of Care*

Consultants shall perform the Services in accordance with generally accepted industry standards, using personnel possessing competency consistent with such standards. No other representation, express or implied, and no warranty or guarantee is included in or implied by this Agreement or any report, opinion, deliverable, work product or document delivered in connection with the Services. Subject to the standards set forth herein, Consultants may hire or retain subcontractors to assist with providing the Services to Township.

5. *Ownership of Work Product, Scope of Use*

All work product delivered by Consultants to the Township pursuant to the terms of this Agreement shall be the sole property of the Township, and shall not be used, reproduced or displayed by Consultants without the prior written consent of the Township. Nothing in this Agreement, however, shall prohibit or limit Consultant's ownership and use of ideas, concepts, know-how, methods, models, technical data, techniques, computer programs, skill knowledge and experience that were used, developed or gained in connection with this Agreement or the provision of the Services.

6. *Limitation of Liability*

6.1 The Consultants are not liable for any losses, injury, or damages to persons or properties, for work performed that is consistent with the terms and conditions of this Agreement. Consultants shall not be liable for any special, indirect, consequential (including economic losses, such as profits or loss of use), and punitive damages.

7. *Assignment*

This Agreement shall be binding upon and inure to the benefit of the Township and Consultants. This Agreement is not intended to create any rights in favor of any third party. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

8. *Termination*

Either party may terminate this Agreement, with or without cause with a thirty (30) day written notice to the other.

9. *Independent Contractor*

The parties acknowledge and agree that FUJI LEE STRATEGIES, LLC is, and will remain, an independent contractor of the Township and not an employee, joint venturer, or agent of Township. Contractors shall be responsible for obtaining and maintaining its own workers compensation, liability, and other insurance covering the performance under this Agreement.

10. *Notices*

Any notices delivered pursuant to this Agreement shall be given by personal delivery, overnight courier, or certified mail, return receipt requested, postage prepaid, at the following addresses, or such other address as designated in writing to the other party:

Consultants:	Fuji Lee Strategies, LLC 3176 McCleary Jacoby Road Cortland, OH 44410 Attention: Jeffrey Jiang
Township:	Bazetta Township Board of Trustees 3372 State Route 5. N.E. Cortland, OH 44410

Notices will be considered delivered (i) on the day of personal delivery, (ii) one business day after deposit with an overnight carrier, and (iii) three business days after deposited with the U.S. Postal Service.

11. *Entire Agreement*

This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

12. *Amendments*

This Agreement shall not be modified, in whole or in part, except by a written agreement signed by Consultants and the Township.

13. *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to principles of conflict of law. Any suit which may be brought to enforce this Agreement may be brought only in the Common Pleas Court for Trumbull County, Ohio.

14. *Severability*

If any provision of this Agreement is held by a court with jurisdiction over this Agreement to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provisions.

15. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. Points of Contact

For the duration of this Agreement, the Townships sole point of contact with the Consultants will be the Chairman of the Board of Trustees. This will maximize the efficiency and workflow between the Township and the Consultants.

17. Equal Opportunity

Consultants agree that they will not discriminate against any employee or applicant for employment under this Agreement because of race, religion, color, sex, or national origin.

18. No Findings for Recovery

Consultants represent and warrant that they have no unresolved findings for recovery by the Auditor of State under R.C. 9.24. Consultants represent that they are an LLC in good standing under the laws of the State of Ohio.

IN WITNESS WHEREOF the undersigned have duly executed this Agreement as of the date first above written.

Bazetta Township

By: _____

Name: _____

Title: _____

FUJI LEE STRATEGIES, LLC

By: _____

Name: _____

Title: _____

Deanna Longo

From: Michael Hovis
Sent: Friday, November 1, 2024 10:37 AM
To: Deanna Longo
Cc: Fiscal Officer
Subject: FW: R.C. 5535.08 Road Repair Agreement
Attachments: R.C. 5535.08 Road Repair Agreement - Bazetta Final.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Deanna,

Please place on agenda of next Regular Meeting.

Thank you,

Michael J. Hovis

Bazetta Township Trustee

MHovis@Bazettatwp.org

Cell: 330-240-1326

From: Jason M. Toth <pstoth@co.trumbull.oh.us>
Sent: Friday, November 1, 2024 10:00 AM
To: Randy Smith <hwsmith@co.trumbull.oh.us>; Michael Hovis <mhovis@bazettatwp.org>
Cc: William J. Danso <PSdanso@co.trumbull.oh.us>; Martha Yoder <martha.yoder@co.trumbull.oh.us>; Tonya Rogers <tonya@bakerfirm.com>
Subject: R.C. 5535.08 Road Repair Agreement

Engineer Smith and Board of Trustees,

I am attaching the final version of the captioned agreement. Please sign the agreement in the presence of two (2) witnesses, return the original signed agreement to the Board of Commissioners' Office, and e-mail a signed copy to me. Please note that prior to signing the agreement, the Board of Trustees must pass a resolution authorizing the agreement and a copy of the authorizing resolution should be sent to me by e-mail. Further, the agreement contains a counterparts provision, as a result of which, all parties are not required to collectively sign the same copy of the agreement. If you have any questions, please contact me at your convenience. Thanks.

Jason

Jason M. Toth

Assistant Prosecuting Attorney

Trumbull County Prosecutor's Office

Trumbull County Administration Building, 4th Floor

Warren, Ohio 44481

330-675-2901

ROAD REPAIR AGREEMENT

I. Introduction

This Road Repair (“Agreement”) is entered into this _____ day of November, 2024, by and between the Trumbull County Board of Commissioners, 160 N. High St. Warren, Ohio 44481 (“County”), the Trumbull County Engineer’s Office, 650 North River Road N.W., Warren, Ohio 44483 (“Engineer’s Office”), and the Bazetta Township, Trumbull County, Ohio Board of Trustees, an Ohio political subdivision, 3372 State Route 5 NE, Cortland Ohio 44410 (“Township”). The County, Engineer’s Office, and Township shall collectively be known as the “Parties.”

II. Recitals

WHEREAS, Section 5535.08 of the Revised Code provides that the County may enter into an agreement to construct, reconstruct, resurface, improve, repair, and maintain roads or street under the control of the Township; and

WHEREAS, R.C. 5535.08(C)(1) further authorizes the County and the Township to enter into a contract with such authority as necessary to carry out their respective duties, powers, and functions; and

WHEREAS, the County wishes to utilize said authority to perform road improvement services on roads controlled by the Township utilizing ARPA funds; and

WHEREAS, the County, through the Engineer’s Office, as authorized by the Ohio Attorney General under 2017 Ohio Op. Atty. Gen. No. 2017-008, agrees to bid and oversee, the following services relating to roads controlled by the Township:

Resurfacing of T.H 201 McCleary Jacoby Road from State Route 46 to State Route 305 located in the Township. Improvements will include pavement planning, partial depth pavement repairs, a .75” leveling intermediate course of asphalt, and a 1.25”

asphalt surface course, in addition to compacted aggregate berms and the replacement of three (3) storm culverts.

Hereafter referred to as “the Project.”

Now, therefore, the Parties have reduced their understanding and agreement to this written instrument.

III. Agreement

Section 1: Obligations of the County and Engineer’s Office

A. The County, through the Engineer’s Office, shall coordinate and perform all work outlined within the scope of the Project.

B. The County will be responsible for payment of one hundred thousand dollars (\$100,000.00) toward the Project, for which the County shall use its ARPA funds, and the Engineer’s Office shall provide in-kind services (engineering) in the amount of \$14,000.00.

C. Neither the County nor the Engineer’s Office will have any ongoing duty or responsibility for maintenance of the Township roads contemplated within the scope of the Project.

Section 2: Obligations of the Township

A. The Township shall be responsible for all costs relating to the Project above the \$100,000.00 contributed by the County. The Township shall use \$150,000 of its own ARPA funds for completion of the Project. The remaining cost shall be covered by other available Township funds, as well as any OPWC Grant Funding received for the Project.

B. Upon completion of the Project, the Township will assume responsibility for continued maintenance of the improvements subject to the Project.

C. The Township grants the County, its agents, employees, and contractors the license, privilege, and authority to enter, access and modify the subject roads within the scope of the Project.

Section 3: General Provisions

A. This Agreement constitutes the entire Agreement between the Parties regarding the Project. All prior discussion, understandings, and any agreements between the County and the Township relating to the subject roadways are superseded by this Agreement.

B. Any modifications to this Agreement shall be agreed to by all Parties in writing and shall reference this Agreement.

C. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by any party hereto without the express written consent of the other Party.

D. This Agreement shall be construed and interpreted, and the rights of the Parties determined in accordance with the laws of the State of Ohio.

E. The signing of the Agreement or the doing of substantial work thereunder shall constitute an agreement by the Parties to comply with all of the terms, conditions and restrictions written herein.

F. To the extent permitted by law, and without waiving Ohio’s political subdivision immunity, the Township shall be responsible for all loss, liability, damages to any person, property, or business directly caused by the Township.

G. Notice: For purposes of this Agreement, any notice relating to the Project shall be delivered as follows:

<p>To the County: Trumbull County Commissioners Attn: Martha Yoder 160 High St NW Warren, Ohio 44481 (330)675-2425 martha.yoder@co.trumbull.oh.us</p>	<p>To the Township: Michael Hovis, Trustee Bazetta Township Administration Building 3372 State Route 5, NE Cortland, Ohio 44410 (330)637-8816 mhovis@bazettatwp.org</p>
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To the Engineer's Office: <u>Randy Smith</u> <u>650 North River Road, NW</u> <u>Warren, Ohio 44483</u> <u>(330)675-2640</u> <u>hwsmith@co.trumbull.oh.us</u>	
--	--

H. This Road Repair Agreement may be executed in several counterparts, and such counterparts shall constitute a single instrument.

BAZETTA TOWNSHIP BOARD OF TRUSTEES

Trustees

Witnesses

Date

Date

Date

Date

Date

Date

Date

Date

Date

**TRUMBULL COUNTY
BOARD OF COMMISSIONERS**

Commissioners

Witnesses

Date

Date

Date

Date

Date

Date

Date

Date

Date

**TRUMBULL COUNTY ENGINEER
RANDY L. SMITH**

Date

Date

Date

Certificate of Resources – Trumbull County

The undersigned hereby certifies that the amount required to meet the obligation of the foregoing contract, order or obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Fiscal Officer

Date

Certificate of Resources – Bazetta Township

The undersigned hereby certifies that the amount required to meet the Township’s obligation under the foregoing contract, order or obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Fiscal Officer

Date

Deanna Longo

From: Tom Rink
Sent: Friday, November 8, 2024 10:44 AM
To: Deanna Longo
Cc: Michael Hovis
Subject: FD Agenda
Attachments: 11-12-24.pdf; monthly report october.pdf

Thanks

BAZETTA FIRE DEPARTMENT



Date: 11/8/2024
To: Trustee Hovis, Trustee McBride, Trustee Morelli
From: Chief Tom Rink
Re: 11/12/2024 Trustee's Meeting

Agenda items:

- Resolution to hire Mathew Kello as a Part-time as needed Firefighter/E.M.T with a hire date of 11/10/2024, pending his physical and drug screen. The pay rate will be \$13.00 an hour and he will serve a one-year probationary period.

Non-agenda items:

- Monthly report attached.
- I would like to thank FF. Rob Wasser and Trustee Hovis for having an informational Facebook live session.



October 2024

Total Incidents - 125

Fire Calls – 3

E.M.S – 87

Rescue Calls - 13

Other Calls – 22

Public Events Total - 6

Public Education Classes – 1

Smoke Alarms Installed – 5

Lock Boxes Installed – 0

Senior Watch Signup – 0

Total Training Hours - 55

On Station Training – 40

Off Site Training – 4

Officers Training – 4

Drivers Training – 6

Preplans/Inspections - 1

Total Inspections - 32

Business Inspections – 30

Home Inspections – 1

Fireworks Inspections – 1

Print Review - 0

Deanna Longo

From: Chris Herlinger
Sent: Friday, November 8, 2024 2:05 PM
To: Deanna Longo; Michael Morelli; Michael Hovis; Bob McBride; Fiscal Officer
Subject: Agenda Item
Attachments: MPH Quote.pdf; October 2024 Month End Report.pdf

Deanna,

The police department needs an agenda item to accept Quote 42366 from MPH Industries in the amount of \$2,588.00 for the purchase of a new Bee III Radar System for the new cruiser that is being upfitted. This will be paid from account 2081-210-740-0000.

Please also find attached the Police Department's October Month End Report. 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

October 2024 Bazetta Police Department Activity



Published Date: November 8, 2024

Activity	Total
Calls for Service	340
Incident Reports Filed	75
Traffic Crash Investigations	9
Number of Persons Arrested	15
Traffic Offenses	11
Traffic Citations Issued	9
Vehicle Miles Traveled	2,419.70
Office Contacts	162

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

Bazetta Township Police - 2023-2024 Monthly Comparison Chart

2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calls for Service	275	311	345	330	358	469	454	411	357	306	231	282	4129
Incidents Filed	48	64	58	48	60	68	73	74	46	55	49	46	689
Traffic Crash Investigations	4	4	6	4	2	8	5	6	4	4	7	9	63
Persons Arrested	10	17	24	12	15	15	16	26	19	10	10	16	190
Traffic Offenses	7	15	18	11	9	19	15	11	17	5	7	14	148
Office Contacts	193	144	174	129	160	162	171	194	143	124	132	104	1830
Miles Traveled	3776	5459.2	6063.3	5595	4515.15	5862.3	5237.9	4911.1	5096.6	3711.3	3712.5		53940.35

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Calls for Service	266	330	382	326	364	424	390	391	283	340			3496
Incidents Filed	35	52	65	62	42	76	60	56	35	75			558
Traffic Crash Investigations	5	5	6	1	3	5	8	7	5	9			54
Persons Arrested	13	9	14	16	9	29	11	19	7	15			142
Traffic Offenses	15	6	23	11	8	26	6	10	10	11			126
Office Contacts	100	142	135	177	133	116	105	124	97	162			1291
Miles Traveled	3838.3	4904	5448.1	5129.6	4899.6	5040.9	4355.4	3956.8	3962.3	2419.7			43954.7

Bazetta Township Police Department

Year to Date Analysis October 2023 Comparison to October 2024

Chief Christopher G. Herlinger

Sgt. Nathan Greathouse • Sgt. Jake Abbott



	2023	2024	↑↓Percentage Difference from 2023 - 2024
Calls for Service	306	340	11.111↑
Incidents Filed	55	75	36.363↑
Traffic Crash Investigations	4	9	125↑
Number of Persons Arrested	10	15	50↑
Traffic Offenses	5	11	120↑
Office Contacts	124	162	30.645↑
Mileage Traveled	3711.3	2419.7	-34.801↓

BAZETTA TOWNSHIP POLICE DEPARTMENT

SHIFT COVERAGE REPORT

MONTH : OCTOBER 2024

DATE	TIME OFF	SHIFT	# OFC'S	#OFC'S	#OFC'S		SINGLE OFC HOURS
10/1/2024	B,C,S	0700-1900	1	1900-0700	1		24
10/2/2024	B	0700-1500	2	1500-1900	1	1900-0700	4
10/3/2024		0700-1500	3	1500-1900	3	1900-0300	4
10/4/2024	C	0700-1500	3	1500-1900	3	1900-0300	4
10/5/2024		0700-1500	1	1500-1900	2	1900-0300	12
10/6/2024		0700-1900	1			1900-0700	12
10/7/2024	B	0700-1100	2	1100-1500	1	1500-1900	8
10/8/2024	B	0700-1100	1	1100-1500	2	1900-0700	4
10/9/2024	B,C	0700-1500	2	1500-1900	1	1900-0700	16
10/10/2024		0700-1500	3	1500-1900	3	1900-0300	4
10/11/2024	C	0700-1500	3	1500-1900	2	1900-0700	12
10/12/2024	C	0700-1900	1			1900-0700	24
10/13/2024	B	0700-1900	1			1900-0700	12
10/14/2024	B	0700-1100	2	1100-1900	1	1900-0700	8
10/15/2024	B,P	0700-1900	1			1900-0700	24
10/16/2024	B,P	0700-1500	2	1500-1900	1	1900-0700	16
10/17/2024		0700-1500	3	1500-1900	3	1900-0300	4
10/18/2024	C	0700-1500	3	1500-1900	3	1900-0300	4
10/19/2024		0700-1500	1	1500-1900	2	1900-0300	12
10/20/2024		0700-1500	1			1900-0700	8
10/21/2024	B,C	0700-1100	2	1100-1900	1	1900-2300	12
10/22/2024	B,C	0700-1900	1			1900-2300	16
10/23/2024	B	0700-1900	2			1900-0300	4
10/24/2024		0700-1900	3			1900-0300	4
10/25/2024	C	0700-1900	3			1900-0700	12
10/26/2024	C,V	0700-1900	1			1900-0700	24
10/27/2024	P,V	0700-1900	1			1900-0700	24
10/28/2024	V	0700-1500	2	1500-1900	1	1900-0700	4
10/29/2024	V	0700-1500	2	1500-1900	1	1900-0700	4
10/30/2024	V,C	0700-1500	2	1500-1900	1	1900-0700	16

10/31/2024 C

0700-1900

2

1900-0700

1

12

DAYS: 31

HRS/DAY:24

744 HOURS

348 HRS- 1 OFFICER

47%

TIME OFF:

S
C
V
P
M
B

SICK
COMP
VACATION
PERSONAL
MEDICAL
BABY

October-24																					
24-0003279	GMC	Gray	NH	Terrain	2014	ea-Kristine Marshall	10/16/2024	Emerline's	150	75	25	10/18/2024	250	150	1341						
24-0003326	Nissan	Black	NH	Altima	2018	de-Kelsey Marshall	10/20/2024	Triple M	150	25	25	10/25/2024	325	225	1332						
24-0003368	Chevrolet	Blue	NH	Monte Carlo	2003	de-Prabha Koffi	10/23/2024	Triple M	150	50	25	10/24/2024	225	125	1334						
24-0003423	Subaru	White	NH	Outback	2014	ea-William F. Buscink	10/29/2024	Emerline's	150	75	25	10/31/2024	250	150	1301						

OCTOBER TOTALS : \$1,050.00 : \$: 650.00 : \$: 1,050.00 : \$: 650.00

MPH Industries, Inc.
 316 East 9th Street
 Owensboro KY 42303
 Phone: 888-689-9222
 Fax: 270-685-6288

Date: 11/4/2024
 Expires: 1/3/2025
 Reference:
 Terms: NET 30 DAYS



Sales Person: Brandy Atherton
 Phone: 888-689-9222
 Fax: 270-685-6288
 Email: bmatherton@mphindustries.com

QUOTE: 42366

Quote To: CHIEF CHRISTOPHER HERLINGER BAZETTA POLICE DEPT 2671 MCCLEARY JACOBY ROAD CORTLAND OH 44410 USA Phone: Fax: Email: cherlinger@bazettatwp.org Customer #: 444101	Ship To: BAZETTA POLICE DEPT 2671 MCCLEARY JACOBY ROAD CORTLAND, OH 44410 USA Phone #: 330 638 5503 Fax #: Email: Ship Via: Best Way GND
--	--

USD

Line	Part	Description	Rev
1	BEE3-2KA	BEE III standard radar with two Ka-band antennas, basic kit with choice of wired or wireless remote, mounting hardware, cables and tuning forks	-

Sales Kit

Kit Components					
Kit Seq.	Part Number	Description	Qty Per		
1.001	990664	DISPLAY ASSY,BEE III	1	EA	
1.002	991205	REMOTE,BEEIII,WIRELES	1	EA	
1.003	990653	ANT ASSY,BEE III,Ka	2	EA	
1.004	910527	REFERENCE,QUICK,BEE	1	EA	
1.005	950980	HOLDER	1	EA	
1.006	903397004	FORK,TUNING,20 MPH,	1	EA	
1.008	991222	COUNT,BEE3,Ka,CQ	1	EA	
1.007	903397010	FORK,TUNING,50	1	EA	
			Quantity	1 EA	Unit Price 2,588.00 Ext Price: 2,588.00

Line	Part	Description	Rev
10	550004	\$0 Shipping per contract	
			Quantity 1 EA Unit Price Ext Price:
			Total: 2,588.00
Plus shipping and any applicable taxes			

Thank you for an opportunity to quote.

Deanna Longo

From: Fiscal Officer
Sent: Friday, November 8, 2024 11:39 AM
To: Deanna Longo; Michael Arnal; Meeting Agenda Reminder
Subject: Re: REMINDER Trustees Regular Meeting Agenda for November 12, 2024

1000-610-740-0000

[Get Outlook for iOS](#)

From: Deanna Longo <dlongo@bazettatwp.org>
Sent: Friday, November 8, 2024 11:35:57 AM
To: Michael Arnal <marnal@bazettatwp.org>; Meeting Agenda Reminder <MeetingAgendaReminder@bazettatwp.org>
Subject: RE: REMINDER Trustees Regular Meeting Agenda for November 12, 2024

Got it, Thank you!

From: Michael Arnal
Sent: Friday, November 8, 2024 11:35 AM
To: Deanna Longo <dlongo@bazettatwp.org>; Meeting Agenda Reminder <MeetingAgendaReminder@bazettatwp.org>
Subject: RE: REMINDER Trustees Regular Meeting Agenda for November 12, 2024

Agend item for the new mower purchase from bortinck's with the trade in value see attached to be paid for out of the general fund account that Stacey approves for the purchase.

Michael Arnal
Road Superintendent
Bazetta Township Road Dept.
2211 Wilson Sharsville rd.
Cortland,oh. 44410
(330)637-8311
marnal@bazettatwp.org
www.bazettatwp.org

From: Deanna Longo
Sent: Monday, November 4, 2024 2:03 PM
To: Meeting Agenda Reminder <MeetingAgendaReminder@bazettatwp.org>
Subject: FW: REMINDER Trustees Regular Meeting Agenda for November 12, 2024
Importance: High

All,

Reminder to have your Agenda Items into me by this Friday November 8 for the Trustees Regular meeting on Tuesday November 12th at 7pm

****Please note: The Trustees will be holding a Public Hearing at 6:00 PM on a Zoning Amendment. The usual Department Head Caucus will be held immediately follow the Hearing and then the Regular Meeting will commence as usual at 7:00PM**

Have a great afternoon,

From: Deanna Longo

Sent: Monday, November 4, 2024 1:48 PM

To: Meeting Agenda Reminder <MeetingAgendaReminder@bazettatwp.org>

Subject: REMINDER Trustees Regular Meeting Agenda for November 12, 2024

Importance: High

All,

Reminder to have your Agenda Items into me by this Friday November 9 for the Trustees Regular meeting on Tuesday November 12th at 7pm

****Please note: The Trustees will be holding a Public Hearing at 6:00 PM on a Zoning Amendment. The usual Department Head Caucus will be held immediately follow the Hearing and then the Regular Meeting will commence as usual at 7:00PM**

Have a great afternoon,

Deanna Longo

Deanna Longo

Bazetta Township

Administrative Secretary

3372 State Route 5 N.E.

Cortland, OH 44410

dlongo@bazettatwp.org

PH: 330-637-8816

C: 330-360-7920



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Cortland, OH. 330-924-2555

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STACY MARLING
3372 ST. RT. 5 NE
CORTLAND, OH 44410

SHIP TO

Sold By: TPS PO #: Date 10/15/24 QUOTE PRT: 2
Ship By: Tax #: 34-0939309 OC02124 Open

Tax	D	Qty	Description	Price	Amount
MISC					
00000N		1	ISX2200BVE2852SS	11499.00	11499.00
00000N		1	TRADE ALLOWANCE	3000.00-	3000.00
			** TOTAL MISC		8499.00

** SUBTOTAL 8499.00

PAY THIS AMOUNT \$8499.00

order parts. No returns after 30 days.