

YORK TOWNSHIP TRUSTEES

Colene Conley
Regular Meeting

Richard Monroe

William Pavlick
April 24, 2014

The regular meeting was called to order by Chairman Rick Monroe at 6:30 p.m. He led the pledge of allegiance.

RESOLUTION #14-04-07 – Approval of Minutes

Moved by Conley, second by Pavlick to approve the minutes of the March 27, 2014 regular meeting and April 9, 10 & 24, 2014 special meetings. Roll: Conley, yes; Pavlick, yes; Monroe, yes.

Fiscal Officer:

RESOLUTION #14-04-08 – Approve Financial Reports

Moved by Pavlick, second by Conley to approve financial reports as presented for March – fund summary, revenue status and appropriation status and bank statement. Roll: Pavlick, yes; Conley, yes; Monroe, yes.

RESOLUTION #14-04-09 – Approve Appropriation Amendments

Moved by Pavlick, second by Conley to amend appropriations as follows:

Cemetery Fund:	
Purchased Services	\$13,763.00
EMS Fund: (2281)	
Equipment	38,500.00
FEMA Grant Fund: (4901)	
Equipment	<u>77,719.00</u>
Total:	\$129,982.00

Roll: Pavlick, yes; Conley, yes, Monroe, yes.

RESOLUTION #14-04-10 – Approve Forwarding Claims to Collection Agency

Moved by Conley, second by Pavlick to approve forwarding the following to collection agency since they received the payment from the insurance company per LifeForce Management’s recommendation:

Acct. #BRAMAR; #LEELEW; #KOLLAU; #COSAPR and #BYIDOR

Roll: Conley, yes; Pavlick, yes; Monroe, yes.

Correspondence:

- Columbia Pipeline Group – Work on Storage Well #9961
- Medina Co. San. Eng. – Township/Village Clean-up
- Jon Husted, Sec. of State – May Primary Election
- Medina Co. Dept. of Planning – Community Development Block Grant
- Miller & Co. – Increase Disposal Fees
- Ohio Gas Assoc. – Questionnaire
- Armstrong – New Modem
- BWC – MCO Open Enrollment

RESOLUTION #14-04-11 – Approve PO’s, BC’s, Payment of Bills and Payroll

Moved by Pavlick, second by Conley to approve the purchase orders, payment of the payroll and bills (Item A attached). Roll: Pavlick, yes; Conley, yes; Monroe, yes.

FYI:

- Reminder of November 4th election ballot info due at Board of Elections by August 6th.

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RESOLUTION #14-04-12 – Approve Administrative Services Agreement with AETNA
Moved by Conley, second by Pavlick to approve the Administrative Services Agreement with AETNA. (Item B attached.) Roll: Conley, yes; Pavlick, yes; Monroe, yes.

RESOLUTION #14-04-13 – Name Beverly Fry as the HIPPA Privacy Official
Moved by Conley, second by Pavlick to name Beverly Fry as the HIPPA privacy official. Roll: Conley, yes; Pavlick, yes; Monroe, yes.

Visitors:

- Lisa Nichols from the Co. Auditor's Office was present. The mortgage assistance program has a deadline for filing of April 30th. The office will be at the Family A-Fair this Saturday at the Community Center. The pet adopt-a-thon will be held at the Community Center also this year. They are having a cutest dog contest with voting thru April 30th. The annual Memorial Day essay contest is also being held with guideline on their website with the deadline on May 9th. Data collectors are out with new construction and others checking on compliance with the CAUV program. Colene asked about replacement dog tags for her dog that has chewed her tag. Lisa told her to come in for a replacement.

Reports:

Fire Department:

- Chief Barrett gave a copy of the monthly report to the trustees.
- There has been training in the last month – annual blood borne pathogen; 4 attended the pipeline safety course; the hospital came out for the quarterly EMS in-service; pump in-service; life flight out for an airway management class. Life flight will be out quarterly.
- I attended the BWC course for our training requirement when an incident has occurred.
- We had a class for the new SCBA's so they are in service on the vehicles. I've applied for an amendment to the remaining funds in the grant to purchase a thermal imaging camera. The camera will cost approximately \$11,000.
- I received a resignation letter from Joe Dorsey.

RESOLUTION #14-04-14 – Accept Resignation of Joe Dorsey
Moved by Pavlick, second by Conley to accept the resignation of Joe Dorsey effective April 24, 2014. Roll: Pavlick, yes; Conley, yes; Monroe, yes.

- The pre-prom program will be on Wednesday, April 30th at the HS at 9:30 a.m.
- Our current LifePak doesn't meet the American Heart Association guidelines or our Medical Control EMS Protocols. I would like to trade it in on a new one. The one on the new squad needs some retrofitting to be compatible with the new one being purchased.

RESOLUTION #14-04-15 – Approve Purchase with Physio Control of \$38,128.18
Moved by Conley, second by Pavlick to approve the purchase of a LifePak 15 and other updated equipment to bring the squads' heart monitor/defibrillators into compliance with the American Heart Association guidelines and our Medical Control EMS Protocols for patient treatment. The purchase will be with Physio Control at a cost of \$38,128.18. Roll: Conley, yes; Pavlick, yes; Monroe, yes.

- During our meeting Monday, it was re-iterated that we need some new furniture for classroom-type table and chairs. I also gave you a requisition for that in the amount of \$2,903.00 plus shipping.

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RESOLUTION #14-04-16 – Purchase Tables and Chairs from K-Log

Moved by Conley, second by Pavlick to purchase the tables and chairs from K-Log at a cost of \$2,903.00 plus shipping. Roll: Conley, yes; Pavlick, yes; Monroe, yes.

- We have some employees on the roster that have been inactive for up to two years. I would like to set up an employment hearing and send the certified letters. The public hearing will be at the beginning of next month's meeting at 6:30 p.m.

Zoning:

- This has been cemetery month. I have a letter from someone who wishes to sell them back to the township. Can I contact her to let her know we will purchase them back at the cost she paid for them? The trustees said yes.
- Stout's put a new Shepard's hook with solar light at the cemetery and after a few days, it was gone. I told them to call the sheriff's department.
- We have the new map from George Smerigan and it has been recorded.
- I received a call from someone regarding the mulch in the park needing added to.
- Another lady called and said that the water was left running again. Rick will look into some options for the pump.
- Another person asked about getting electric for the park. It is on at all times.
- Todd Maxwell came in from the Buckeye Baseball group regarding the signs for the fence. He had a conflict for tonight. Can he still put up the signs? The trustees said yes as long as the same guidelines are followed – come down when baseball is complete.
- I went to Falls Flags. He has everything except he was short a couple of brackets. He showed me another bracket that is better in the weather. He gave us 10% off. The new total is \$1,371.78. The rope would be an additional \$18.00. We need two ropes.

RESOLUTION #14-04-17 – Adjust Falls Flags PO

Moved by Conley, second by Pavlick to adjust the PO by an amount not to exceed \$300.00. Roll: Conley, yes; Pavlick, yes; Monroe, yes.

- Tax maps are being re-done. There were several questions they needed addressed. They include, but are not limited to: who can approve a lot split. Dorothy and/or one of the trustees; only one signature is needed; deadline for lot split being good after approved; lot survey?
- We have a licensed therapist in the township which would fit under our Home Occupation type I. The trustees want Dorothy to go visit where he will be doing it.
- Water was put up to a barn on Stone Road. An electric meter has also been put on the barn. We will keep an eye on what is happening.
- Fix Your Stuff application – they will be repairing small engines, online sales for quad parts.
- There is a church operating on Stone Road that needs to come in for a site review.
- Dorothy gave the trustees a copy of her report. (Item C attached.)

Trustees:

Bill Pavlick:

- Ameri-King Plumbing has installed both of the hot water tankers.
- I spoke with D & L Recycling asking about our check from last year. D & L will get it to us.
- I'll make the final calls for spring cleanup so everyone remembers it is May 10th.

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- I'll be in Alaska for the June meeting. Could we move the meeting back one day to June 25th?

RESOLUTION - #14-04-18 – Change June Meeting

Moved by Pavlick, second by Conley to change the June meeting to Wednesday, June 25th at 6:30 p.m. Roll: Pavlick, yes; Conley, yes; Monroe, yes.

Rick Monroe:

- I've received another tree quote from Dring Tree Co. in Valley City, Ohio. Their quote is \$10,400.00 and Treemasters was \$11,000.00. Each trustee will check their roads for trimming and they already have the addresses of the ash trees. Colene called ODNR last month to see if they were doing another ash tree grant and was told no at that time.
- I called Alan Beal regarding the Mallet Creek analysis. He just received the report and had not been able to look at it yet. He will get with us after that.
- I spoke with Dave Hull's office and the Governor did sign the bill to give us \$150,000 to purchase the old school property.
- I've had a call from a Lampson Avenue resident a couple of times regarding standing water that he hadn't had before. I informed him of the study that ODOT is doing. The resident told me that the problem has magnified since the County did their ditch work last year.
- There were several calls regarding flooding on Stone Road.
- An Erhart Road resident called regarding water problems with some bad drive pipes. I'll draft letters for us all to sign. There are also some ditching issues so I will have Greg Dobson give me a quote.
- The water running at the park – I had put some tie wraps to lock it out. I will check out other options for the hydrant.
- I spoke to Great Lake Portables out of Litchfield. His price would be about \$20 less per month than we currently are paying.

Colene Conley:

- I had the Co. Engineer's make the signage for keeping the dogs out of the playground area. They were installed Monday.
- I saw the porta-john man also and spoke with him about anchoring it so the wind doesn't blow it over.
- I wanted to know what food you wanted for the cleanup day – pizza, chips, pop and water.
- The Co. Township Association sponsored a BWC meeting. There is a \$40,000 grant available for fire departments. They will forward the info so I can get it out to the departments.
- I met with Chris Jakab and Rob from the Planning Commission since Rob will be doing the Community Block Grants. They came so I could show them the handicap ramp on the back of the Town Hall as well as the Historical Society area. Someone is coming to give us an estimate for the grant.
- I also called Dave Hull's office but didn't get a return call. His aide did call to congratulate us for receiving the \$150,000.00
- As far as the landscaping around the complex, nothing was done last year. We need the contractor to look at what needs to be done.
- The doors need refinished, the barn needs re-sealed, and the pavilion needs re-sealed. Do we want to come have a work day?

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- Do we want to have the carpet cleaned? Mark's Cleaning will come do it. The runners will need done also.
- What about flowers for the flower boxes? I've texted Ken Barco and haven't heard back yet. We'll see what he says.
- We have a gentleman on Norwalk Road that wants us to initiate the zoning change because he can't get a bank loan. Mr. Thorne stated that it doesn't get initiated by us, but by the person wanting it and he would have to pay whatever fees are involved. Dorothy wanted to know if we were calling him – Dorothy will call him to let him know.

Comments:

- Ken Barrett informed everyone of the advertising that ODNR has regarding new open burn rules that can't do an open burn from 6:00 a.m. – 6:00 p.m. during the months of March, April and May.

RESOLUTION #14-04-19 – Adjourn

Moved by Conley, second by Pavlick to adjourn the meeting at 8:15 p.m. Roll: Conley, yes; Pavlick, yes; Monroe, yes.

Richard Monroe, Chairman

Beverly Fry, Fiscal Officer

YORK TOWNSHIP TRUSTEESColene Conley
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William Pavlick
April 24, 2014**ITEM A**

YORK TOWNSHIP, MEDINA COUNTY

5/1/2014 5:38:55 PM

Payment Listing

UAN v2014.2

April 2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
94-2014	04/09/2014	04/09/2014	CH	Lorain-Medina Rural Electric Coop, Inc.	\$12.47	O
95-2014	04/10/2014	04/14/2014	CH	Verizon Wireless	\$91.12	O
96-2014	04/11/2014	04/14/2014	CH	Columbia Gas	\$399.98	O
97-2014	04/14/2014	04/16/2014	CH	FirstMerit Bank	\$45.22	O
98-2014	04/16/2014	04/16/2014	CH	PowerNet Global Communications	\$8.04	O
99-2014	04/24/2014	04/21/2014	EP	Kenneth Barrett	\$1,320.81	O
100-2014	04/24/2014	04/21/2014	EP	Patrick K Barrett	\$351.84	O
101-2014	04/24/2014	04/21/2014	EP	Matthew M Behner	\$1,468.82	O
102-2014	04/24/2014	04/21/2014	EP	Christopher A Blair	\$220.53	O
103-2014	04/24/2014	04/21/2014	EP	Colene S Conley	\$815.62	O
104-2014	04/24/2014	04/21/2014	EP	Jason D Creamer	\$1,768.63	O
105-2014	04/24/2014	04/21/2014	EP	John Dean Creamer	\$1,059.80	O
106-2014	04/24/2014	04/21/2014	EP	Dorothy A Crouch	\$2,385.76	O
107-2014	04/24/2014	04/21/2014	EP	William J Crouch	\$245.80	O
108-2014	04/24/2014	04/21/2014	EP	Floyd E Echle	\$215.66	O
109-2014	04/24/2014	04/21/2014	EP	Hannah Marie Echle	\$151.42	O
110-2014	04/24/2014	04/21/2014	EP	Ronald Michael Eckart	\$414.57	O
111-2014	04/24/2014	04/21/2014	EP	Adam G Fetter	\$83.11	O
112-2014	04/24/2014	04/21/2014	EP	Christina Lynn Fozio	\$184.48	O
113-2014	04/24/2014	04/21/2014	EP	Beverly E Fry	\$1,132.17	O
114-2014	04/24/2014	04/21/2014	EP	John Kollar	\$346.02	O
115-2014	04/24/2014	04/21/2014	EP	Justin Keith Lanham	\$204.99	O
116-2014	04/24/2014	04/21/2014	EP	Mary E Lenarth	\$401.11	O
117-2014	04/24/2014	04/21/2014	EP	Monica D Lenarth	\$27.53	O
118-2014	04/24/2014	04/21/2014	EP	Ryan J McDonnell	\$1,244.38	O
119-2014	04/24/2014	04/21/2014	EP	Richard M Monroe	\$815.62	O
120-2014	04/24/2014	04/21/2014	EP	William Edward Pavlick	\$815.62	O
121-2014	04/24/2014	04/21/2014	EP	Kristen Ann Piatt	\$1,610.96	O
122-2014	04/24/2014	04/21/2014	EP	Alan Pratt	\$41.56	O
123-2014	04/24/2014	04/21/2014	EP	Joshua M Raymond	\$9.23	O
124-2014	04/24/2014	04/21/2014	EP	Guy M Roach	\$1,847.43	O
125-2014	04/24/2014	04/21/2014	EP	Cory J Shaffer	\$127.73	O
126-2014	04/24/2014	04/21/2014	EP	Daniel C Sparks	\$1,285.82	O
127-2014	04/24/2014	04/21/2014	EP	Kevin J Swantek	\$83.11	O
128-2014	04/24/2014	04/21/2014	EP	Edward S Szoke	\$659.52	O
129-2014	04/24/2014	04/21/2014	EP	Patrick J Villeneuve	\$339.44	O
130-2014	04/24/2014	04/21/2014	EP	Jesse R Yount	\$223.90	O
132-2014	04/24/2014	04/21/2014	EW	FirstMerit Bank	\$3,679.81	O
133-2014	04/24/2014	04/21/2014	EW	Ohio Department of Taxation	\$307.82	O
134-2014	04/24/2014	04/21/2014	EW	Public Employers Retirement System	\$351.00	O
135-2014	04/24/2014	04/21/2014	EW	Public Employers Retirement System	\$2,250.82	O
136-2014	04/18/2014	04/22/2014	CH	Ohio Edison Co.	\$1,416.16	O
137-2014	04/25/2014	04/28/2014	CH	Frontier (Verizon North)	\$116.87	O
138-2014	04/28/2014	04/28/2014	CH	Frontier (Verizon North)	\$120.74	O
139-2014	04/28/2014	04/28/2014	CH	Armstrong	\$58.95	O
140-2014	04/29/2014	04/30/2014	CH	Armstrong	\$43.95	O

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5/1/2014 5:38:55 PM

Payment Listing

UAN v2014.2

April 2014

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
141-2014	04/30/2014	05/01/2014	CH	UMB HSA Corp	\$1.00	O
17880	03/27/2014	03/26/2014	RW	Maureen Knapp	\$100.00 *	V
17880	04/30/2014	05/01/2014	RW	Maureen Knapp	-\$100.00	V
17883	04/24/2014	04/23/2014	AW	Action Septic Service, Inc.	\$405.00	O
17884	04/24/2014	04/23/2014	AW	Ameriking Drain & Plumbing Service	\$1,210.36	O
17885	04/24/2014	04/23/2014	AW	Croston, Tom DBA	\$1,750.00	O
17886	04/24/2014	04/23/2014	AW	Fabrizi Trucking & Paving Co., Inc.	\$6,760.50	O
17887	04/24/2014	04/23/2014	AW	FirstMerit Bank	\$14.56	O
17888	04/24/2014	04/23/2014	AW	Homestead Insurance Agency, Inc.	\$4,352.00	O
17889	04/24/2014	04/23/2014	AW	Jackson National Life Insurance Co.	\$156.00	O
17890	04/24/2014	04/23/2014	AW	Life Force Management, Inc.	\$438.30	O
17891	04/24/2014	04/23/2014	AW	C. Martin Trucking	\$96.60	O
17892	04/24/2014	04/23/2014	AW	Medina Co Emergency Mgmt	\$16.50	O
17893	04/24/2014	04/23/2014	AW	Medina Co. Engineer	\$5,155.93	O
17894	04/24/2014	04/23/2014	AW	Medina Co. Sanitary Engineer	\$47.80	O
17895	04/24/2014	04/23/2014	AW	Miller & Company	\$139.00	O
17896	04/24/2014	04/23/2014	AW	National Neighborhood Watch	\$65.00	O
17897	04/24/2014	04/23/2014	AW	Ohio Public Entity Consortium	\$475.86	O
17898	04/24/2014	04/23/2014	AW	Schaefer, Inc. Plumbing, Heating/Cooling	\$75.00	O
17899	04/24/2014	04/23/2014	AW	Stop'n Go	\$647.38	O
17900	04/24/2014	04/23/2014	AW	Tactical Planning, LLC	\$275.00	O
17901	04/24/2014	04/23/2014	AW	The Gazette	\$79.50	O
17902	04/24/2014	04/23/2014	AW	Treasurer, State of Ohio	\$612.00	O
17903	04/24/2014	04/23/2014	AW	Warren Fire Equipment	\$72,085.00	O
17904	04/24/2014	04/23/2014	RW	Norma Criss	\$100.00	O
17905	04/24/2014	04/23/2014	RW	Dorothy Crouch	\$100.00	O
17906	04/24/2014	04/23/2014	RW	Jessica Ehman	\$100.00	O
17907	04/24/2014	04/23/2014	RW	Emerald Woods HOA	\$100.00	O
17908	04/24/2014	04/23/2014	RW	Carol Hellmers	\$100.00	O
17909	04/24/2014	04/23/2014	RW	Maureen Knapp	\$100.00	O
17910	04/24/2014	04/23/2014	RW	Amanda Macklin	\$100.00	O
17911	04/24/2014	04/23/2014	RW	Pat Metzel	\$100.00	O
17912	04/24/2014	04/23/2014	RW	Angela Petz	\$100.00	O
17913	04/24/2014	04/24/2014	AW	Aetna Insurance	\$3,712.24	O
Total Payments:					\$130,176.47	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$130,176.47	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference

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April 24, 2014

ITEM B

ADMINISTRATIVE SERVICES AGREEMENT

THIS ADMINISTRATIVE SERVICES AGREEMENT, made and executed on the _____ day of _____, by and between, York Township, Medina County located at: 6609 Norwalk Road, hereinafter referred to as "Plan Sponsor", and Burnham & Flower Group, Inc., hereinafter referred to as the "Contract Administrator."

RECITALS

The Contract Administrator is engaged in the business of performing services as administrator for Health Reimbursement Arrangements, Flexible Spending Accounts, and other Health Plans and Trusts.

Plan Sponsor has established a/an HRA Plan (the Plan), to permit eligible employees to obtain reimbursement of medical care expenses on a non-taxable basis, and desires to engage the services of the Contract Administrator to provide third party administration services, including claim administration and other services with respect to such Plan in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, in accordance with the mutual covenants herein contained and the consideration herein recited, it is hereby mutually agreed as follows:

**SECTION I
SERVICES BY THE CONTRACT ADMINISTRATOR**

1.1 The Contract Administrator hereby agrees to perform certain administrative services for the Plan Sponsor. The administrative services to be performed by the Contract Administrator are as follows:

Reimbursement of Eligible Expenses:

- Preparation of Reimbursement Request (claim) forms for the Plan Sponsor on a continuing basis, or provision of the online Employee Portal for purposes of claims submission;
- Determination of eligibility for reimbursement by examination of each claim for benefits under the Plan, and by taking reasonable steps to verify its validity;
- Acceptance or denial of the claim, in accordance with the provisions of the Plan and IRS guidelines;
- Calculation of the amount payable (if any), and determination of whether sufficient funds exist in the Participant's account to reimburse said claim;
- Disbursement of the benefit due under the Plan to the Participant via check or electronic transfer; or if sufficient funds do not exist, notification to the Plan Sponsor of the shortfall amount. Checks and ACH transfers will be drawn on a bank account established by Plan Sponsor at the financial institution designated by Plan Sponsor (the "Plan Account"). Reimbursement checks shall be signed on behalf of Plan Sponsor by the authorized signatories designated by Contract Administrator, or by an authorized representative of Plan Sponsor.
- Handling of participant inquiries concerning claims for reimbursements and coverage under the Plan(s), based on the provisions of the Plans and IRS guidelines. Plan Sponsor shall, however, have ultimate responsibility for the communication of Plan provisions to participants.

Plan Document Services:

- Preparation of initial Plan document, , as required by the federal regulations pertaining to governmental Plans, and, to the extent applicable, Ohio law;
- Preparation of the Plan's Summary Plan Description, and any summaries of material modification, incorporating updates and amendments, as required by applicable law.

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- 1.2 The Contract Administrator agrees to maintain and operate an administrative office and to all pay costs and expenses for such maintenance and operation, except as set forth herein.
- 1.3 The Plan Sponsor agrees and acknowledges that the Contract Administrator is responsible only for the services described above, and that the Contract Administrator is not responsible for the provision of services not enumerated within this agreement..
- 1.4 It is understood and agreed that the Contract Administrator will provide each participant submitting a claim with a confirmation of benefit payment or a written explanation of denial of each claim. The Plan Sponsor will establish a claims appeal procedure for handling disputes regarding claims for benefits or the payment of benefits, in accordance with the terms of the Plan(s) and applicable law. The Plan Sponsor shall have final authority as to the denial or payment of a claim on appeal.
- 1.5 It is understood and agreed that the duties of the Contract Administrator shall be ministerial in nature and shall be performed within the framework of the internal policies, interpretations, rules, practices and procedures made or established by the Plan Sponsor. It is further understood and agreed that the Contract Administrator shall not have discretionary authority or control with respect to management or disposition of any funds, shall not render advice with respect to the assets of any client account, and shall have no authority or responsibility to do so. Further, Contract Administrator shall have no power to add to, subtract from, or modify any terms of the Plans, or to waive or fail to apply any requirements of eligibility for reimbursement under the Plan(s).

SECTION II COMPENSATION

- 2.1 All fees owed to the Contract Administrator will be the responsibility of Burnham & Flower Insurance Group (BFG) except as specified in Section 2.02 of this contract below. However, in the event that BFG is removed as Agent of Record by the Plan Sponsor, the Plan Sponsor will be responsible for paying any fees incurred from the date on which the Agent of Record letter is received.
- 2.2 The Plan Sponsor agrees to pay a set-up charge in the amount of \$0 and a charge of \$5 per member per month with a minimum charge of \$25 when the Plan Sponsor has 4 participants or less beginning the first year of the contract, as invoiced by the Administrator.

SECTION III DUTIES OF PLAN SPONSOR

- 3.1 The Plan Sponsor agrees and acknowledges all services provided under the terms of this Agreement shall be based on information provided by or on behalf of the Plan Sponsor, Recordkeeper, Trustee, and/or Plan Administrator. The Contract Administrator shall not be responsible for the performance of such services until and unless such requested information is provided by the Plan Sponsor in an accurate and timely manner.
- 3.2 The Contract Administrator shall be entitled to rely fully on the accuracy and completeness of information submitted by or on behalf of the Plan Sponsor, Recordkeeper, Trustee, and/or Plan Administrator.
- 3.3 The Plan Sponsor agrees to provide the following information to the Contract Administrator.
 - (a) Enrollment information for all new participants added to the Plans, and a list of participants terminated or deleted from the Plans, including their date of termination, and
 - (b) All other information relating to the Plans and its participants necessary for Contract Administrator to perform its duties under this Agreement.
- 3.4 The Plan Sponsor agrees to deposit sufficient funds in the Plan account to pay claims eligible for reimbursement as provided in Section 1.01, and other necessary expenses of the Plans as directed by the Contract Administrator.

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SECTION IV TIMING

- 4.1 The Plan Sponsor agrees to furnish to the Contract Administrator, on a timely basis, any and all information that the Contract Administrator may request and that is reasonably required for the performance of the Services described in the Agreement, in order to insure the Contract Administrator will have sufficient time to perform its services.
- 4.2 The Plan Sponsor acknowledges that the Contract Administrator shall bear no responsibility for any costs relating to an untimely performance of services if the requested information is not provided to the Contract Administrator as specified above.

SECTION V TERM OF AGREEMENT

- 5.1 This Agreement shall become effective as of the date it is signed by the Plan Sponsor, and shall be for a period of one year, or for another period as agreed upon by both parties in Attachment A to this Agreement. At the end of the contract term, the agreement shall be automatically renewed for a period of one year, and shall so renew each year on the same terms and conditions. The Contract Administrator may unilaterally terminate this Agreement with thirty (30) days prior written notice if the Plan Sponsor fails to adequately fund the checking account described in Section 3.04, and such failure results in the Contract Administrator being unable to pay benefits in a timely manner, or if the Plan Sponsor is more than thirty (30) days late in the payment of any remuneration due to the Contract Administrator.
- 5.2 Either party shall have the right to terminate the Contract by giving to the other party sixty (60) days written notice of such termination. Upon the expiry of such notice from the Plan Sponsor, this Contract shall terminate, and the Contract Administrator shall have no further responsibility or obligation hereunder. All reimbursement checks issued by Contract Administrator for payment of claims that are outstanding upon the termination of this Agreement or are subsequently issued will be the liability of Plan Sponsor.
- 5.3 This Agreement represents the entire contract for the provision of the services specified herein. The Contract Administrator reserves the right to amend or change this agreement. In the event of such changes, the Contract Administrator agrees to provide the Plan Sponsor with proper written notice of changes to the Agreement, and a description of any impact, if any, such changes will have on the Plan Sponsor.

SECTION VI RECORDS AND FILES

- 6.1 The Contract Administrator shall maintain all records in conjunction with the services to be performed hereunder, including a record of each participant in the Plan, and shall maintain separate bookkeeping records and accounting based on each participant's elections (if applicable) for each Plan Year. The records shall include the annual contribution amounts by the employer and the participants, reimbursements made on behalf of the Plan, and the amount of available credit for each participant. The record of claims processed shall include the date of service, patient name, the date of the reimbursement, the amount or reimbursement requested, the amount reimbursed, a description of the charge, the name and address of the provider of service, and the reason for denial of any claim, if applicable. The Plan Sponsor or its authorized representative shall have the authority to periodically inspect and audit all relevant documents, books and records of Contract Administrator pertaining to the administration of the Plan(s) at mutually agreeable times during the term of this Agreement.
- 6.2 In the event of the termination of this Contract, the Contract Administrator shall deliver copies of any and all information as contained in its reporting system to the Plan Sponsor upon receipt of a written request for such information.

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- 6.3 The Contract Administrator shall retain copies of certain portions of the Plan Sponsor's files for a period of three years. The confidentiality of such records shall be maintained by the Contract Administrator and the information therein shall not be divulged or disclosed or made available to persons other than the Contract Administrator and the Plan Sponsor or a court of competent jurisdiction.

SECTION VII LIABILITIES AND OBLIGATIONS

- 7.1 The Contract Administrator shall have no obligation for the funding of any client Plan or Trust, or the amount of funds available to pay distributions from any Plan or Trust. Further, the Contract Administrator shall have no responsibility or obligation to take action, legal or otherwise, against any client or other persons to enforce provisions of any Plan or Trust for which services are provided. In the event that the Plan Sponsor desires to engage the services of the Contract Administrator for such purposes, such services shall be engaged and rendered only pursuant to a separate written agreement between the parties.
- 7.2 The Contract Administrator will provide administrative services in accordance with any written Plan Document or Trust Agreement provided by the Plan Sponsor. The Contract Administrator will incorporate sound business practices and be responsible for reasonable efforts to insure the accuracy of all services provided. The Contract Administrator will put forth all reasonable efforts for the timely correction of any error made during the course of administering the plan, and recovery of any monetary loss incurred by the Plan or Trust. The Contract Administrator agrees to maintain an insurance policy for the coverage of such errors and omissions that cannot be reasonably recovered.

SECTION VIII MISCELLANEOUS

- 8.1 Non-Disclosure of Proprietary Information: The Plan Sponsor and Contract Administrator each acknowledge that as a result of this Agreement, each party may disclose to the other information that is proprietary and/or confidential. The Plan Sponsor and Contract Administrator agree that each party will:
- (a) Keep such proprietary and/or confidential information of the other party in strict confidence;
 - (b) Not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and
 - (c)) Not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement, unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure.
- 8.2 Compliance with Privacy and Security Rules under HIPAA: Both parties agree to comply with the privacy and security rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as set forth in the Business Associate Agreement (BAA) included as "Attachment B" of this Agreement. Nothing in this Agreement is intended to supersede the terms of the BAA. If there is a conflict between this Agreement and the BAA, the terms of the BAA will control as it relates to the specific subject matter contained within the BAA. The Plan Sponsor shall provide each participant with a Notice of Privacy Practices in accordance with HIPAA, as well as any subsequent changes to such Notice.
- 8.3 Audit of Plan Sponsor: If the Plan Sponsor or the Plan(s) is investigated or audited by any state or federal governmental agency, the Contract Administrator will fully cooperate with such agency's reasonable and lawful requests for information. Any and all costs to Contract Administrator of such investigation or audit will be borne by the Plan Sponsor.
- 8.4 Tax Consequences: It is understood by the Plan Sponsor that the legal and tax status of the Plans under law is a matter for determination by the Plan Sponsor and not by the Contract Administrator, who is neither the Plan Administrator nor a Named Fiduciary of the Plan(s), as these terms are defined in applicable law.

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SECTION X
ARBITRATION

10.01 In the event of a disagreement which cannot be amicably resolved between the parties, such disagreements shall be submitted to non-binding mediation by a mediator selected by agreement of the parties. The parties may, but are not required to submit the matter to binding arbitration under the auspices of the American Arbitration Association. This agreement shall be construed pursuant to the laws of the State of Ohio.

The parties to this agreement consent and agree to all of its provisions and by their signature cause this agreement to become effective on the date so indicated.

Plan Sponsor *William Pavlick* WILLIAM PAVLICK

Contract Administrator

By: *Richard Monroe Colene Conley*
(signature of Authorized Signor)

By: _____
(signature)

Richard Monroe Township Trustee
(print name and title)

(print name and title)

4-24-14
(date)

(date)

BFG ASA 8/11/2011

ITEM C

FYI and Violations

Allen 6308 Norwalk Rd.	Miscellaneous garbage and junk are on the property, along with a junk vehicle without current plates and inoperable. Violation sent 04.24.14
TCS 6378 Norwalk Rd.	Spoke to them about the landscaping plan for the property as agreed upon at their site review. Due by 3/1/2013 for 3/7 mtg They will be changing the parking area so I advised

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	<p>them they need to bring those changes to the board for their approval with the landscaping plan. They have brought in information about the changes they wish to make. They will be looked at by the Zoning Commission at their April meeting. They made a presentation to the Zoning Commission. They are supposed to bring more detailed site plan and more information to the bd. at the May Mtg. They did not return at the May meeting with the landscaping plans. We will need to contact them and bring them into compliance. I have sent a letter requesting them to comply. They will be at the 10/3/13 meeting. They were approved with proper permits from stormwater management. They will bring them into me when they are done. They have until June 1, 2014 to plant trees and finish grading.</p>
<p>VanBoxel 7915 Branch Rd.</p>	<p>There is a business Lakota Concrete operating from the property. A Violation letter has been sent 04/24/14.</p>
<p>Betty Carlisle 6280 Branch Rd.</p>	<p>Misc Junk and Junk vehicles on the property. Some were cleaned up last fall and she phoned saying she is trying to clean up again since she received a second violation. 5/29/13 She will contact the office weekly and update us on progress, they have moved red truck. Send to prosecutors office Since she has had a change of address we sent a final notice and after May 5, 2014 we will file with the Prosecutor's office</p>
<p>Bryon & Kim Foster 3939 Lampson Ave.</p>	<p>Violation was sent for all of the junk vehicles, junk and lean to or roofed area built over the junk trunk. I gave them an extension until 5/28/13 6/14/13 property cleaned up a lot but still junk and non-operable vehicles on property, non-permitted roof over truck still on property. I will forward next week to Prosecutors office. Mrs. Foster phoned her son will be moving at the end of July (29th) and will take the items with him. Some items are cleaned up and gone but the carport that was put up without a permit is still up. I need to make an appt. with them to finish or send to prosecutor's office. They have removed the patio/carport and cleaned up the bulk but as winter has gone by there is a new junk vehicle parked along the house and more junk on the property. I will send a letter and request a property visit. If it is not taken care of I will notify Mr. Karris at the prosecutor's office.</p>
<p>Prosecutor's Office</p>	
<p>Enzo Maddelena Speith Rd.</p>	<p>Junk and junk vehicle on property. Not in compliance with his home occupation. Tom Karris Asst Prosecutor</p>

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	<p>is also overseeing this matter, 6/27/12 Site visit red pickup is gone some junk removed, still needs more work Site visit 08/15/12 Informed Tom Karris some scrap removed, equipment still not put away, and stacks of tires still on property. Site visit 8/21/12 Tires and almost all of the junk has been removed, the large piece of equipment is no longer visible (either gone or in barn)and the smaller is between the barns. Advised Mr. Karris. (There is still a boat and some small junk to get rid of.) 9/10/12 There is a single pile of debris /possibly dirt. <i>Went to property on 4/16/13.</i> There is more junk on property. The boat is still there, a second boat is behind barn and the equipment needs to be moved to rear of barn per his home occupation stipulations. Spoke to Attny Tom Karris he will file for judgment on the case. <i>Mr. Maddelena phoned 5/6/13 stating the property was cleaned up. I visited property on 5/8/13 there are engine blocks and all kinds of stuff put behind barn/just hid junk. Took new photos. Notified Tom Karris, there is status / mediation hearing scheduled for 5/28/13. New hearing date July 9, 2013</i> <i>You each have a copy of response to court from Mr. Maddalena Went to case management conference with Magistrate Leaver and he is sending to Judge Collier / Hearing 11/19/13 We met with Mr. Maddelena and his final Cleanup date is May 1, 2014. I am going to meet with him Monday 4/28/14</i></p>
<p>*Shawn McGreer 7100 Elyria Rd.</p>	<p>Junk, junk vehicles, not in compliance with site plan, & needs landscaped by road. Violation sent 5/17/12 Eric Coyne came in and Shawn M. had sent him they are beginning to clean and I will meet with him Tuesday 5/29/12 to see if there is progress. If there is no progress made and it continues until in compliance it will be sent to the Prosecutors Office without question. No other notice will be sent. Due to past history. Site visit 6/25/12 .Sent to Prosecutors Office for further assistance after site visit on 9/4/12 Notified Mr. McGreer . Faxed Prosecutor and asked for update 10/24/12 Site visit 10/22/12 working on it but not moving very fast said he (E.Coyne) would have it mulched last week not done. A case management conference has been scheduled for Dec.20, 2012 at 10:00 AM Asst. Prosc Tom Karris and I went to a case management conference with Mr. McGreer's attorney R. Jones. We will return in 90 Days with more information and Mr. Karris will try to obtain depositions from persons involved. Status hearing was held April 4, 2013</p>

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9 a.m. their attorney agreed to depositions. *Scheduled late May*. A deposition with Eric Coyne was held at the Prosecutors Office 5/23. A hearing is scheduled for November 19th. Changed to January 2014. They have told Mr. Karris they have been working on it. I will do a property visit next week. We have a hearing May 15th at noon. I will check the property next week to evaluate the progress.