

RESOLUTIONS ADOPTED
December 17, 2024

2024-137 RESOLUTION TO ADOPT TEMPORARY APPROPRIATIONS FOR THE 2025 FISCAL YEAR

2024-138 RESOLUTION TO APPROVE APPOINTING GABE CICCONETTI AS CHAIRMAN OF THE BOARD OF TRUSTEES

2024-139 RESOLUTION TO APPROVE APPOINTING CHUCK HILLIER AS VICE CHAIRMAN OF THE BOARD OF TRUSTEES

2024-140 RESOLUTION TO APPROVE APPOINTING JOSH PENNOCK AS FISCAL OFFICER PRO-TEMPORE 2025

2024-141 RESOLUTION TO APPROVE THE TOWNSHIP HOLIDAYS FOR 2025

2024-142 RESOLUTION TO ENTER INTO AN AGREEMENT WITH MATTHEW A. LALLO FOR THE RETAINER OF HIS SERVICES AS LAW DIRECTOR

2024-143 RESOLUTION TO ENTER INTO AN AGREEMENT WITH MANDY J. GWIRTZ FOR THE RETAINER OF HER SERVICES AS ASSISTANT LAW DIRECTOR

2024-144 RESOLUTION REAFFIRMING TRUSTEE CICCONETTI'S APPOINTMENT TO THE LAKE COUNTY LAND REUTILIZATION CORPORATION BOARD

2024-145 RESOLUTION TO ENTER INTO A CONTRACT FOR FIRE/EMS PROTECTION WITH THE VILLAGE OF GRAND RIVER

2024-146 RESOLUTION TO ENTER INTO AN AGREEMENT FOR CENTRAL DISPATCH AND COMMUNICATIONS SERVICES WITH THE BOARD OF LAKE COUNTY COMMISSIONERS

2024-147 RESOLUTION TO REQUEST THE LAKE COUNTY ENGINEER'S OFFICE TO PREPARE BID DOCUMENTS, ADVERTISE FOR BIDS AND ADMINISTER THE 2025 PAINESVILLE TOWNSHIP OPWC PROJECT CG06AB/CG07AB KNOWN AS HEATHERSTONE SUBDIVISION ROAD RECONSTRUCTION

The Board of Painesville Township Trustees met for a regular meeting at 11:00 A.M. on Tuesday, December 17, 2024, at 55 Nye Road. The meeting was called to order at 11:00 A.M. by Chairman Cicconetti. Present: Trustees Gabe Cicconetti, Chuck Hillier, Josh Pennock, Administrator Hollie Bartone, Fiscal Officer Michael Patriarca, and Legal Advisor Matt Lallo.

MINUTES

Various topics, agenda items and departmental matters were brought before the board including the approval of minutes from the previous meeting, December 3, 2024.

SUMMARY OF WORK SESSION:

Motion to Go into Executive Session: Motion made by Trustee Pennock, seconded by Trustee Hillier to enter executive session at 9:03 A.M., in accordance with Ohio Revised Code 121.22, to discuss an application for economic development and the composition of the Fire Department.

Exit executive session: Motion by Trustee Hillier, seconded by Trustee Pennock to reconvene the work session at 9:45 A.M.

The Administrator shared the following for the Work Session:

- Trustee Meeting dates for 2025 were discussed and finalized, Trustee Gabe Cicconetti will be reappointed to the Land Bank as Township Representative, and a discussion was held regarding the Grand River Fire Contract.
- The Fire Chief discussed the following: updates were given to the Trustees regarding the Fire Department's Fill the Truck Event held on December 15, 2024
- The Service Director discussed the following: updates regarding mailbox replacements, curbside leaf pickup requests have been fulfilled, and recent damage to the Service Department Garage roof.
- The Director of Zoning discussed the following: updates were given regarding the Casement Project, discussions were held regarding businesses along Mentor Avenue, and discussions were held regarding plans that had been submitted for Meadows at Fairway Pines.

OLD BUSINESS: None

NEW BUSINESS: Anthony Zampedro, Assistant City Manager for Painesville City, wanted to say thank you for the installation of the Brine Maker and the assistance to surrounding communities.

LAKE COUNTY SHERIFF'S OFFICE REPORT: The Sheriff's Office gave an update on activity in the Township. Trustees held a discussion regarding some of the incidents that occurred.

DEPARTMENT REPORTS:

- **SERVICE DEPARTMENT:** Curbside Christmas Tree pickup will begin January 6, 2025, and run until January 31, 2025.
- **FIRE DEPARTMENT:** No report given
- **DIRECTOR OF ZONING:** No report given
- **LEGAL ADVISOR:** No report given
- **ADMINISTRATOR:** No report given

FISCAL OFFICER: REQUEST RESOLUTION TO ADOPT TEMPORARY APPROPRIATIONS FOR THE 2025 FISCAL YEAR

TRUSTEES: Trustee Hillier thanked Legal Advisor Matt Lallo for his continued work to help guide the Township as the Legal Advisor regarding Resolution to enter into an agreement with Matthew A. Lallo for the retainer of his services as Law Director.

Trustee Pennock needed clarification regarding Resolution to enter into an agreement with Matthew A. Lallo for the retainer of his services as Law Director. A discussion was held.

BILLS PAID Various bills, payroll and related disbursements were presented, examined and approved for payment.

RESOLUTIONS ADOPTED

2024-137 RESOLUTION TO ADOPT TEMPORARY APPROPRIATIONS FOR THE 2025 FISCAL YEAR

RESOLVED: We, the Painesville Township Board of Trustees hereby adopt that the following sums be set aside and temporarily be appropriated during the fiscal year January 1 through December 31, 2025

General fund	650,371
Motor Vehicle license Tax	125,000
Gasoline Tax	250,000
Road and Bridge Fund	2,059,370
Police	855,014
Fire District	7,241,229
Permissive motor vehicle license tax	125,000
Lighting assessment	91,685
OPWC Grant	300,000
ARP	17,354
TIF	538,686
One Ohio	42,620
Total of all funds	12,296,329

2024-138 RESOLUTION TO APPROVE APPOINTING GABE CICCONETTI AS CHAIRMAN OF THE BOARD OF TRUSTEES

RESOLVED: We, the Painesville Township Board of Trustees hereby approve appointing Gabe Cicconetti as Chairman of the Board of Trustees

2024-139 RESOLUTION TO APPROVE APPOINTING CHUCK HILLIER AS VICE CHAIRMAN OF THE BOARD OF TRUSTEES

RESOLVED: We, the Painesville Township Board of Trustees hereby approve appointing Chuck Hillier as Vice Chairman of the Board of Trustees

2024-140 RESOLUTION TO APPROVE APPOINTING JOSH PENNOCK AS FISCAL OFFICER PRO-TEMPORE 2025

RESOLVED: We, the Painesville Township Board of Trustees hereby approve appointing Josh Pennock as Fiscal Officer Pro-Tempore 2025

2024-141 RESOLUTION TO APPROVE THE TOWNSHIP HOLIDAYS FOR 2025

(Resolution separately printed as if fully included herein as Exhibit A)

2024-142 RESOLUTION TO ENTER INTO AN AGREEMENT WITH MATTHEW A. LALLO FOR THE RETAINER OF HIS SERVICES AS LAW DIRECTOR

(Resolution separately printed as if fully included herein as Exhibit A)

2024-143 RESOLUTION TO ENTER INTO AN AGREEMENT WITH MANDY J. GWIRTZ FOR THE RETAINER OF HER SERVICES AS ASSISTANT LAW DIRECTOR

(Resolution separately printed as if fully included herein as Exhibit A)

2024-144 RESOLUTION REAFFIRMING TRUSTEE CICCONETTI'S APPOINTMENT TO THE LAKE COUNTY LAND REUTILIZATION CORPORATION BOARD

RESOLVED: We, the Painesville Township Board of Trustees hereby approve reaffirming Trustee Gabe Cicconetti's appointment to the Lake County Land Reutilization Corporation Board

2024-145 RESOLUTION TO ENTER INTO A CONTRACT FOR FIRE/EMS PROTECTION WITH THE VILLAGE OF GRAND RIVER

(Resolution separately printed as if fully included herein as Exhibit A)

2024-146 RESOLUTION TO ENTER INTO AN AGREEMENT FOR CENTRAL DISPATCH AND COMMUNICATIONS SERVICES WITH THE BOARD OF LAKE COUNTY COMMISSIONERS

(Resolution separately printed as if fully included herein as Exhibit A)

2024-147 RESOLUTION TO REQUEST THE LAKE COUNTY ENGINEER'S OFFICE TO PREPARE BID DOCUMENTS, ADVERTISE FOR BIDS AND ADMINISTER THE 2025 PAINESVILLE TOWNSHIP OPWC PROJECT CG06AB/CG07AB KNOWN AS HEATHERSTONE SUBDIVISION ROAD RECONSTRUCTION

RESOLVED: We, the Painesville Township Board of Trustees hereby approve to request the Lake County Engineer's Office to prepare Bid Documents, advertise for Bids and administer the 2025 Painesville Township OPWC Project CG06AB/CG07AB known as Heatherstone Subdivision Road Reconstruction

Chairman Gabe Cicconetti requested a motion to close the meeting at 11:15 A.M., Trustee Pennock made a motion to adjourn the meeting, seconded by Hillier, passed unanimously.

ADJOURNMENT



Gabe Cicconetti, Chairman



Michael Patriarca, Fiscal Officer

Payment Listing

11/20/2024 to 12/3/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
3271-2024	11/20/2024	11/20/2024	CH	EXPERT PAY	\$3.00	C
3308-2024	11/20/2024	11/20/2024	CH	HANDY RENTS	\$2,258.88	C
3309-2024	11/20/2024	11/20/2024	CH	RAYMOND BUILDERS SUPPLY INC.	\$579.00	C
3310-2024	11/20/2024	11/20/2024	CH	OSBORNE, INC.	\$1,058.00	C
3311-2024	11/20/2024	11/20/2024	CH	ASAP SANITARY SERVICES	\$190.00	C
3312-2024	11/20/2024	11/20/2024	CH	EJ USA, INC.	\$1,101.34	C
3313-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$752.18	C
3314-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$1,867.48	C
3315-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$2,038.52	C
3316-2024	11/20/2024	11/20/2024	CH	KURTZ BROS., INC.	\$1,223.78	C
3317-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$256.45	C
3318-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$99.00	C
3319-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$99.48	C
3320-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE COMMERCIAL CREDI	\$967.46	C
3321-2024	11/20/2024	11/20/2024	CH	JP MORGAN CHASE BANK	\$166.86	C
3330-2024	11/22/2024	11/22/2024	CH	THE ILLUMINATING COMPANY	\$441.52	C
3331-2024	11/22/2024	11/22/2024	CH	THE ILLUMINATING COMPANY	\$48.50	C
3332-2024	11/22/2024	11/22/2024	CH	THE ILLUMINATING COMPANY	\$364.99	C
3333-2024	11/22/2024	11/22/2024	CH	THE ILLUMINATING COMPANY	\$42.37	C
62155	11/21/2024	11/21/2024	AW	KATIE STONE	\$300.00	O
62156	11/21/2024	11/21/2024	AW	MARKS BUILDING CO.	\$14,299.50	O
62157	11/21/2024	11/21/2024	AW	CINTAS CORPORATION	\$147.16	O
62158	11/21/2024	11/21/2024	AW	COMDOC, INC.	\$22.29	O
62159	11/21/2024	11/21/2024	AW	CONVOY TIRE AND SERVICE, INC.	\$900.00	O
62160	11/21/2024	11/21/2024	AW	DANIELLE THOMPSON	\$300.00	O
62161	11/21/2024	11/21/2024	AW	DE MILTA SAND & GRAVEL, INC.	\$280.00	O
62162	11/21/2024	11/21/2024	AW	HOWELL RESCUE SYSTEMS	\$985.00	O
62163	11/21/2024	11/21/2024	AW	KT'S CUSTOM LOGOS	\$570.20	O
62164	11/21/2024	11/21/2024	AW	LAKE COUNTY DEPARTMENT OF UTILITIES	\$785.91	O
62165	11/21/2024	11/21/2024	AW	LBP LEASING INC.	\$520.15	O
62166	11/21/2024	11/21/2024	AW	NAPA AUTO PARTS	\$46.75	O
62167	11/21/2024	11/21/2024	AW	PETER L. OBLACZYNSKI	\$16.02	O
62168	11/21/2024	11/21/2024	AW	UNITED BUSINESS SUPPLY	\$98.00	O
62169	11/21/2024	11/21/2024	AW	THE NEWS-HERALD	\$329.00	O
62170	11/21/2024	11/21/2024	AW	LAMAR	\$1,475.00	O
62171	11/21/2024	11/21/2024	AW	BEST TRUCK EQUIPMENT, INC.	\$393.99	O
62172	11/21/2024	11/21/2024	AW	UNIVERSAL OIL	\$225.75	O
62173	11/21/2024	11/21/2024	AW	SHORELINE TRUCK SERVICE INC.	\$2,591.75	O
62174	11/22/2024	11/22/2024	AW	CINTAS CORPORATION	\$147.16	O
62175	11/22/2024	11/22/2024	AW	ENBRIDGE GAS OHIO	\$280.54	O
62176	11/22/2024	11/22/2024	AW	NAPA AUTO PARTS	\$133.95	O
62177	11/22/2024	11/22/2024	AW	QUILL LLC	\$320.90	O
62178	11/22/2024	11/22/2024	AW	LAKE COUNTY SHERIFF'S DEPARTMENT	\$274,556.50	O
62179	11/22/2024	11/22/2024	AW	AT & T MOBILITY	\$201.81	O
62180	11/25/2024	11/25/2024	AW	ZACHARY T. SLAPAK	\$150.00	O
62181	11/26/2024	11/26/2024	AW	HUMANADENTAL INS. CO.	\$4,753.93	O

Payment Listing

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11/20/2024 to 12/3/2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
62182	11/26/2024	11/26/2024	AW	CONVOY TIRE AND SERVICE, INC.	\$700.00	O
62183	11/26/2024	11/26/2024	AW	JOUGHIN HARDWARE	\$10.21	O
62184	11/26/2024	11/26/2024	AW	ENBRIDGE GAS OHIO	\$502.59	O
Total Payments:					\$319,602.87	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$319,602.87	

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.

**AN AGREEMENT BETWEEN THE PAINESVILLE TOWNSHIP
BOARD OF TRUSTEES AND MATTHEW A. LALLO FOR THE
RETAINER OF HIS SERVICES AS LAW DIRECTOR**

WHEREAS, the Painesville Township Board of Trustees appointed Matthew A. Lallo to serve as the Township's Law Director for the period commencing May 1, 2023; and

WHEREAS, it has been determined to continue the appointment of Matthew A. Lallo, commencing January 1, 2025.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements, and for good and valuable consideration, the parties agree as follows:

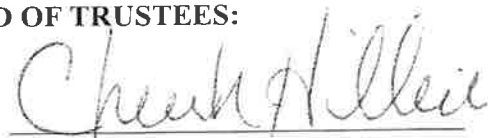
1. The Board of Trustees hereby appoint Matthew A. Lallo as Law Director for Painesville Township and shall be for the period commencing January 1, 2025, and ending December 31, 2026.
2. Matthew A. Lallo agrees to provide the Township with all the routine and incidental legal services required of a Law Director as set forth by the Resolutions of Painesville Township and Statutes of the State of Ohio, including, but not limited to, the following:
 - a. Attendance at all regular Trustee meetings and any Special Meetings as requested by the Trustees.
 - b. Preparation of legal memoranda when requested and be available for and provide routine consultation to and/or attend meetings with the Trustees, Department Heads, and/or members of the Boards and Commissions when needed.
 - c. Review and approve all legal documents requiring the approval of the Law Director.
 - d. Appoint such assistants as the Law Director deems necessary to carry out the duties described herein.
3. For the performance of all routine and incidental legal services as described herein, Matthew A. Lallo shall be paid a monthly retainer of Two Thousand Dollars (\$2,500.00) for the period commencing January 1, 2025, and ending December 31, 2026. Said payments shall be pensionable to the Ohio Public Employees Retirement System and reported as W-2 (or equivalent) wages. The Law Director shall be enrolled in the Ohio Public Employee's Retirement System and the Township shall pay the full employer contribution and the portion, if any, of the Law Director's contribution required by the PERS.

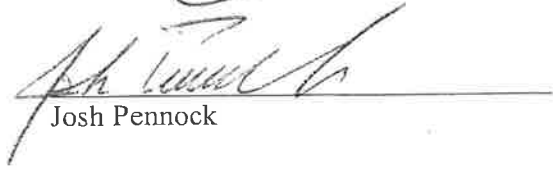
4. In the event the needs of the Township require extraordinary services beyond those already designated as "routine and incidental" in Section II, the Law Director shall bill the Township at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour. Extraordinary services include, but are not limited to, the following:
- a. Defending the Township in all civil actions filed in the Painesville Municipal Court and all actions filed in the Court of Common Pleas, Court of Appeals, Ohio Supreme Court or any federal court or administrative body.
 - b. Any other matter as directed by the Board of Township Trustees.
5. Matthew A. Lallo shall be reimbursed for his out-of-pocket expenses incurred in connection with litigation and additional projects, including but not limited to, filing fees, expert witness fees, medical exams, court report costs, appraiser's fees, real estate transfer and recording fees and other associated expenses, miscellaneous litigation expenses, and any other expenses approved by the Board of Trustees.
6. Matthew A. Lallo shall have the authority to retain outside legal counsel for various legal matters subject to the approval of the Board of Trustees.
7. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one and the same agreement between the Parties.

IN WITNESS WHEREOF, this Agreement has been executed on the date below by the Painesville Township Board of Trustees and Matthew A. Lallo.

FOR THE PAINESVILLE TOWNSHIP BOARD OF TRUSTEES:

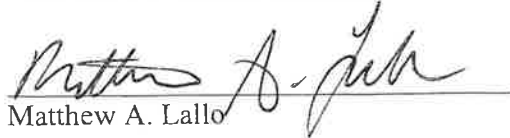

Gabe Cicconetti


Chuck Hillier


Josh Pennock

12/17/2024
Date

FOR MATTHEW A. LALLO:


Matthew A. Lallo

12-17-24
Date

**AN AGREEMENT BETWEEN THE PAINESVILLE TOWNSHIP
BOARD OF TRUSTEES AND MANDY J. GWIRTZ FOR THE
RETAINER OF HER SERVICES AS ASSISTANT LAW DIRECTOR**

WHEREAS, Matthew A. Lallo has been duly appointed as the Law Director for Painesville Township; and

WHEREAS, pursuant to an agreement between the Township and Lallo, the Director of Law has the authority to appoint any assistants he deems necessary to effectively operate the Department of Law; and

WHEREAS, Matthew A. Lallo has deemed it necessary and has appointed Mandy J. Gwartz to act as the Assistant Law Director; and

WHEREAS, it has been determined that a wage and fee arrangement should be adopted.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements, and for good and valuable consideration, the parties agree as follows:

1. The Board of Trustees hereby confirm the appointment of Mandy J. Gwartz as Assistant Law Director for Painesville Township and shall be for the period commencing January 1, 2025, and ending December 31, 2026.
2. Mandy J. Gwartz agrees to provide the Township with all the routine and incidental legal services required of an Assistant Law Director as set forth by the Resolutions of Painesville Township and Statutes of the State of Ohio, including, but not limited to, the following:
 - a. Attendance at all meetings of the Zoning Commission and the Board of Zoning Appeals.
 - b. The handling of all prosecution of zoning matters in the Painesville Municipal Court, including any research time and any time in Court whether pre-trial or trial.
 - c. Preparation of legal memoranda when requested and be available for and provide routine consultation to and/or attend meetings with the Trustees, Department Heads, and/or members of the Boards and Commissions when needed.
3. For the performance of all routine and incidental legal services as described herein, Mandy J. Gwartz shall be paid a monthly retainer of One Thousand Dollars (\$1,000.00) for the period commencing January 1, 2025, and ending December 31, 2026. Said payments shall be pensionable to the Ohio Public Employees Retirement System and reported as W-2 (or equivalent) wages. The Assistant Law Director shall be enrolled

in the Ohio Public Employee's Retirement System and the Township shall pay the full employer contribution as required by the PERS.

4. In the event the needs of the Township require extraordinary services beyond those already designated as "routine and incidental" in Section II, the Assistant Law Director shall bill the Township at the rate of One Hundred Dollars (\$100.00) per hour. Extraordinary services include, but are not limited to, the following:

a. Defending the Township in all civil actions filed in the Painesville Municipal Court and all actions filed in the Court of Common Pleas, Court of Appeals, Ohio Supreme Court or any federal court or administrative body.

b. Any other matter as directed by the Board of Township Trustees.

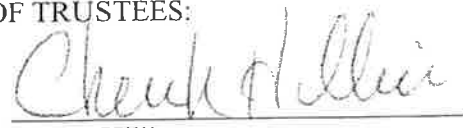
5. Mandy J. Gwartz shall be reimbursed for her out-of-pocket expenses incurred in connection with litigation and additional projects, including but not limited to, filing fees, expert witness fees, medical exams, court report costs, appraiser's fees, real estate transfer and recording fees and other associated expenses, miscellaneous litigation expenses, and any other expenses approved by the Board of Trustees.

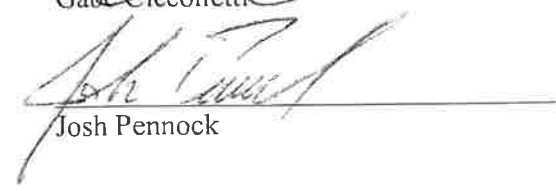
6. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one and the same agreement between the Parties.

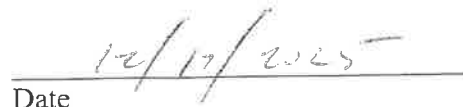
IN WITNESS WHEREOF, this Agreement has been executed on the date below by the Painesville Township Board of Trustees and Mandy J. Gwartz.

FOR THE PAINESVILLE TOWNSHIP BOARD OF TRUSTEES:


Gabe Cicconetti


Chuck Hillier


Josh Pennock


Date

FOR MANDY J. GWIRTZ:

Mandy J. Gwartz

Date

**AN AGREEMENT BETWEEN THE PAINESVILLE TOWNSHIP
BOARD OF TRUSTEES AND MANDY J. GWIRTZ FOR THE
RETAINER OF HER SERVICES AS ASSISTANT LAW DIRECTOR**

WHEREAS, Matthew A. Lallo has been duly appointed as the Law Director for Painesville Township; and

WHEREAS, pursuant to an agreement between the Township and Lallo, the Director of Law has the authority to appoint any assistants he deems necessary to effectively operate the Department of Law; and

WHEREAS, Matthew A. Lallo has deemed it necessary and has appointed Mandy J. Gwirtz to act as the Assistant Law Director; and

WHEREAS, it has been determined that a wage and fee arrangement should be adopted.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements, and for good and valuable consideration, the parties agree as follows:

1. The Board of Trustees hereby confirm the appointment of Mandy J. Gwirtz as Assistant Law Director for Painesville Township and shall be for the period commencing January 1, 2025, and ending December 31, 2026.
2. Mandy J. Gwirtz agrees to provide the Township with all the routine and incidental legal services required of an Assistant Law Director as set forth by the Resolutions of Painesville Township and Statutes of the State of Ohio, including, but not limited to, the following:
 - a. Attendance at all meetings of the Zoning Commission and the Board of Zoning Appeals.
 - b. The handling of all prosecution of zoning matters in the Painesville Municipal Court, including any research time and any time in Court whether pre-trial or trial.
 - c. Preparation of legal memoranda when requested and be available for and provide routine consultation to and/or attend meetings with the Trustees, Department Heads, and/or members of the Boards and Commissions when needed.
3. For the performance of all routine and incidental legal services as described herein, Mandy J. Gwirtz shall be paid a monthly retainer of One Thousand Dollars (\$1,000.00) for the period commencing January 1, 2025, and ending December 31, 2026. Said payments shall be pensionable to the Ohio Public Employees Retirement System and reported as W-2 (or equivalent) wages. The Assistant Law Director shall be enrolled

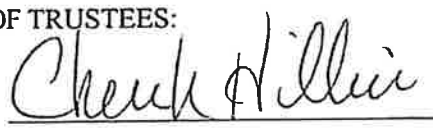
in the Ohio Public Employee's Retirement System and the Township shall pay the full employer contribution as required by the PERS.

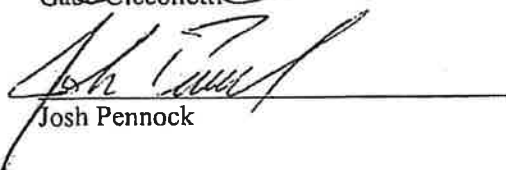
4. In the event the needs of the Township require extraordinary services beyond those already designated as "routine and incidental" in Section II, the Assistant Law Director shall bill the Township at the rate of One Hundred Dollars (\$100.00) per hour. Extraordinary services include, but are not limited to, the following:
 - a. Defending the Township in all civil actions filed in the Painesville Municipal Court and all actions filed in the Court of Common Pleas, Court of Appeals, Ohio Supreme Court or any federal court or administrative body.
 - b. Any other matter as directed by the Board of Township Trustees.
5. Mandy J. Gwartz shall be reimbursed for her out-of-pocket expenses incurred in connection with litigation and additional projects, including but not limited to, filing fees, expert witness fees, medical exams, court report costs, appraiser's fees, real estate transfer and recording fees and other associated expenses, miscellaneous litigation expenses, and any other expenses approved by the Board of Trustees.
6. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute one and the same agreement between the Parties.

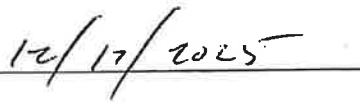
IN WITNESS WHEREOF, this Agreement has been executed on the date below by the Painesville Township Board of Trustees and Mandy J. Gwartz.

FOR THE PAINESVILLE TOWNSHIP BOARD OF TRUSTEES:

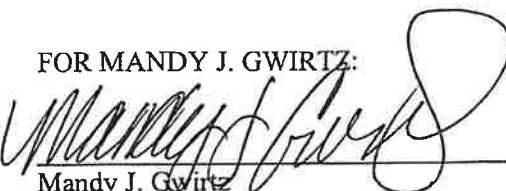

Gabe Cicconetti

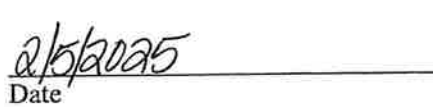

Chuck Hillier


Josh Pennock


Date

FOR MANDY J. GWIRTZ:


Mandy J. Gwartz


Date

**Contract for Fire / EMS Protection between
Painesville Township and The Village of Grand River**

This Contract is entered into as of this 17 day of December, 2024 by and between Painesville Township Board of Trustees (Township), 55 Nye Road, Painesville Township, Ohio 44077, and the Village of Grand River (Village), 205 Singer Avenue, Grand River, Ohio 44077, individually referred to as "Party" or collectively as "Parties."

WHEREAS, Village currently operates a full time Fire and EMS department at the Village Municipal Center ("Village Hall"); and

WHEREAS, Village in conjunction with Township provides staff coverage 24 hours per day, 365 days per year in Grand River; and

WHEREAS, Village, pursuant to ORC 9.60 and 505.37 desires to contract with Township to provide protection and emergency medical services coverage for the territory of Grand River Village consisting of two (2) Township Firefighters one being a paramedic; and

WHEREAS, both the Village and the Township mutually agree that the Village Fire Station shall continue to operate as the Village of Grand River Fire Department, with staffing services contracted through the Township, to provide efficient and effective Fire and EMS services to the residents of the Village and the northern end of the Township.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto do hereby agree to the following provisions and conditions.

I. Scope of Services. The township agrees to furnish Fire and EMS protection to Village and Northern Township by assigning two (2) Firefighters to perform all Firefighter/EMS functions within the Village and provide coverage 24 hours per day, 365 days per year. This includes:

(A). In addition to the two (2) Firefighters assigned to daily station coverage, Township agrees to assign the position of Fire Chief for the purpose of oversight and compliance. The Fire Chief will also be responsible for maintaining all station related records, reporting, and documentation, and applying for any relevant AFG, FEMA, SAFER, EMS grants as they become available.

(B). Village shall provide access to and maintain all Fire apparatus, equipment, vehicles, the Village Fire Station, and all related amenities to ensure they are operable. The parties agree to work together to their mutual benefit to upgrade, repair and maintain apparatus, vehicles and equipment within the Grand River Fire Station.

(C). Village shall provide and maintain supplies necessary to stock FIRE and EMS vehicles.



(D). Village agrees to continue to apply for available grant funding when available, as well as joint grant applications with Township when applicable. Township agrees to prepare and submit any and all applicable grant applications and required documentation. In the event matching funds are required for grant acceptance, Parties agree to provide respective funds, as allocated to each department.

(E). Village agrees that all medical related billing revenue (received from Medicount, or any other billing service provider) will be remitted to the Township, net of collection fees, within 30 days of each subsequent month received. Village agrees to provide Township with copies of monthly revenue statements and related expenses with payment remittance.

(F). The township will process and maintain all related Medicount billing processes and reporting Requirements. In the event the Village receives EMS billing revenue from Medicount directly, the Village agrees to reimburse Township on a monthly basis for each month revenue is received. In the event Township receives EMS billing revenue from Medicount related to Grand River related cases, the Township, it will send copies of billing related revenue to Village monthly. Township agrees to provide to the Village monthly statements of billings and receipts for reconciliation.

(G). The Township shall assume all responsibility for hiring, payroll, training, assignment, discipline, and dismissal of all personnel assigned under this agreement. Nothing in this Contract shall be intended or construed to make any personnel assigned under this Contract employees of the Village.

(H). For the duration of this contract, Township shall include Village within its ERS Reporting System at no cost to the Village and provide monthly reports as required or requested.

2. Payment for Services. In consideration of the above-identified services to be provided by Township to Village, Village agrees to pay Township as follows and in accordance with the following:

(a) That the "Base Rate" to be used in the following calculations shall be \$150,000 annually for the contract year 2025. Effective January 1, 2026 and each calendar year thereafter, said amount shall be increased by 3% until this contract is voided or updated. Equal Payments of 25% of the current contract amount shall be issued to Township each quarter no later than March 31, June 30, September 30, and December 31.

(b) Medicount Billing, Township shall bill all legally allowable EMA calls and retain the revenue for said calls. (The intent of the parties is to assist the Village in making up the difference between the base rate and the cost of providing services which is estimated at \$192,720.00 (this difference is known as the "Gap"). In the event said billings fall short of the above referenced gap, then Township shall accrue it on their records to be balanced against future billings).



Effective January 1, 2026 and each calendar year thereafter, said total amount shall increase by 3%.

(c) JEDD (Joint Economic Development District): Township, in cooperation with the City of Mentor and Village of Grand River intends to create a JEDD. In the event that the JEDD is established, the parties agree that the revenue raised in the JEDD shall be applied to the gap referenced in item (b) above. In the event the JEDD is not created than said "gap" shall accrue on the Township records from year-to-year.

3. Term: This Agreement shall be in force and effect for a three-year period, commencing January 1, 2025. Continuation of this agreement shall be reviewed on an annual basis in September/October of each calendar year to review the terms of this agreement and determine if any changes are necessary. Should changes be required, the parties agree to negotiate said terms in good faith.

4. Termination: Either party may terminate this agreement with one hundred eighty (180) days' notice to the other as provided herein.

5. Notice: Notices to be sent to:

TOWNSHIP:

Township Administrator
55 Nye Road
Painesville Township, Ohio 44077

Matthew A. Lallo, Law Director
4230 State Route 306, Suite 240
Willoughby, Ohio 44094

VILLAGE:

Jennifer Hood, Mayor
205 Singer Drive
Grand River, Ohio 44045

James R. O'Leary, Solicitor
77 N. St. Clair St., Suite 100
Painesville, Ohio 44077

6. Entire Agreement: This Agreement contains the entire agreement between the parties hereto with respect to the subject matter, and there are no oral promises or other representations inducing its execution or qualifying its terms.



7. Amendment: This Agreement may not be revised, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties hereto.

8. Severability: Each provision of this Agreement, and any portion thereof, shall be considered severable. If, for any reason, any provision or portion thereof is determined to be invalid or contrary to any applicable law, rule, or regulation by a court of law, the remaining provisions and unaffected portions thereof shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

9. Authority: Each party hereto represents and warrants to the other that the individual signing this Agreement has the full authority to bind the party for which the individual is signing. A copy of the approved resolution/ordinance authorizing this agreement by each government entity shall be attached to this agreement and made a part thereof.

10. Liability and Indemnification. Each Party agrees to be solely responsible and liable for any negligent acts or omissions by or through itself, its agents and employees arising out of this contract, and nothing in this Contract shall impute or transfer any such responsibility from one Party to the other Party.

11. Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed as original, but all of which taken together will constitute one and the same Contract. Signatures to this contract sent by electronic mail (including ".pdf"), or delivered by other electronic means will be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver a hard copy of this Contract bearing such Party's original manual ink signature to the other Party upon request, however a failure to do so will not affect the enforceability of this Contract.

In Witness Whereof, the Parties have hereto set their hand on the dates indicated below:

Painesville Township Board of Trustees

By: [Signature]
Gabe Cicconetti, Painesville Township Trustee

12-17-2024
Date

By: [Signature]
Chuck Hillier, Painesville Township Trustee

12-17-2024
Date

By: [Signature]
Josh Pennock, Painesville Township Trustee

12-17-2024
Date

Grand River Village

By:

Jennifer Hood

Jennifer Hood, Mayor

12-20-2024

Date