

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

Held **October 21,** 2025

Mr. Leeseberg moved to approve the Consent Agenda. Mr. Angelou seconded.

RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held **October 21,** **2025**

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

VII. CORRESPONDENCE

None

VIII. NEW BUSINESS

Ms. Owens requested an Executive Session per ORC §121.22 (G) (1) Purpose: to discuss compensation of a public employee.

Resolution 165-25 (Fire)

Approve the renewal of the Limited Automatic Mutual Aid Agreement with the City of Columbus, Division of Fire.

Discussion: Chief Dunlevy said this is a souvenir packet basically capturing unwritten rules of what is being done already. He said it does not obligate to what is already being done. Mifflin Township is setting the bar with Columbus. He would like an official “here’s what it is going to be”; making sure everyone is aware of the expectations and not trying to figure things out.

Mr. Leeseberg moved to approve. Mr. Cavener seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 166-25 (IT)

Approve and sign the OARnet Network and Technology Services Master Client Agreement.

Discussion: Mr. Main said OARnet is our internet plan advisor. There is a five-dollar reduction in cost with the signed agreement.

Mr. Leeseberg moved to approve. Mr. Cavener seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			

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Held **October 21,** 2025

Mr. Leeseberg	X			
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IX. **UNSCHEDULED BUSINESS**

None

X. **DEPARTMENT REPORTS/TRUSTEE COMMENTS**

Fiscal Department – No report.

Human Resources – No report.

Service Department/Code Enforcement - No report.

Police – No report. Mr. Cavener said he received positive feedback about the levy interview. He said he hopes positivity follows to the polls and the levy is successful. Chief Briggs has ordered medals to recognize police officers for commendations of valor for life saving and officer of the year. He has created medals of merit for civilians' medal program to recognize fire department personnel who assisted during the shooting. It will be the highest medal of honor that the police department can give.

Fire Division – Mr. Cavener said he appreciates all who showed up for the levy interview.

IT – No report.

Trustees – No report.

XI. **EXECUTIVE SESSION (Human Resources)**

At 1:56 p.m., Mr. Cavener moved to go into Executive Session per ORC §121.22 (G) (1) Purpose: to discuss compensation of a public employee. Mr. Angelou seconded.

Present were Mr. Cavener, Mr. Leeseberg, Mr. Angelou, Ms. Wildes, Ms. Lampkins, Fire Chief Dunlevy, and Police Chief Briggs.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held **October 21,** **2025**

At 2:37 p.m., Mr. Leeseberg moved to exit Executive Session. Mr. Cavener seconded.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

XII. ADJOURNMENT

At 2:37 p.m., Mr. Cavener moved to adjourn the meeting. Mr. Leeseberg seconded.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

BOARD OF TRUSTEES and FISCAL OFFICER MIFFLIN TOWNSHIP, FRANKLIN COUNTY

Kevin Cavener, Chair _____

Jamie Leeseberg, Trustee _____

Richard Angelou, Trustee _____

Darlene Wildes, Fiscal Officer _____



MIFFLIN TOWNSHIP
Peace. Safety. Welfare.

TRUSTEES REGULAR MEETING AGENDA

Tuesday, October 21, 2025, 1:30 p.m.

OPS Center

**400 W Johnstown Rd., Gahanna
2nd Floor, EOC Conference Room B**

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENT

Limit to five minutes per person. Township-related business only. (Time cannot be yielded to another person.)

V. GUEST SPEAKERS

- Dave Reutter, Franklin Co. Soil & Water District, and Nathan Ralph, Franklin Co. Public Health
- Drew Boyer, Boyer Financial Group, 457 Plan Proposed Changes

VI. APPROVAL OF CONSENT AGENDA

- Approval of Minutes: October 6, 2025, Regular Meeting
- Approval of Minutes: October 10, 2025, Special Meeting
- **Resolution 164-25** Warrants of 10/4/2025 – 10/17/2025

VII. CORRESPONDENCE

None

VIII. NEW BUSINESS

Request an Executive Session per ORC §121.22 (G) (1) Purpose: to discuss compensation of a public employee. **(Human Resources)**

Resolution 165-25 (Fire)

Approve the renewal of the Limited Automatic Mutual Aid Agreement with the City of Columbus, Division of Fire.

Resolution 166-25 (IT)

Approve and sign the OARnet Network and Technology Services Master Client Agreement.

IX. UNSCHEDULED BUSINESS

X. DEPARTMENT REPORTS/TRUSTEE DISCUSSION

Fiscal Department – No report

Human Resources

Service Department/Code Enforcement Department – No report

Police Department – No report

Division of Fire

IT

Trustees

XI. EXECUTIVE SESSION (Human Resources)

Executive Session per ORC §121.22 (G) (1) Purpose: to discuss compensation of a public employee.

XII. ADJOURNMENT

Reminders

1. Tuesday, October 28 – National First Responders' Day – honoring the bravery and sacrifice of first responders including police, firefighters, EMTs, paramedics, and 911 operators.
2. Saturday, November 1, 1:00 p.m., Gahanna Town Hall, Gahanna Library, Rooms 1 – 3
3. Monday, November 3, 10:00 a.m., Trustees Meeting, OPS Center
4. Tuesday, November 18, 1:30 p.m., Trustees Meeting, OPS Center
5. Thursday, November 19, 5:15 p.m. Registration, FCEO FCTA 2025 Annual Meeting, Villa Milano Banquet & Conference Center, 1630 Schrock Road, **RSVP by 11/14/2025**
6. Thursday & Friday, November 25 & 26, - Township Office Closed – Thanksgiving holiday
7. Monday, December 1, 10 a.m., Trustees Meeting, OPS Center

RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held

October 6,

2025

I. **CALL TO ORDER** – 10:00 a.m.

II. **PLEDGE OF ALLEGIANCE** - Chair Cavener led the Pledge of Allegiance

III. **ROLL CALL** Present: Trustees Kevin Cavener, Richard Angelou, and Jamie Leeseberg, and Fiscal Officer Darlene Wildes.

Also present: Fire Chief Dunlevy; Service Director Roger Boggs; IT Director Craig Main; HR Director Mindy Owens; and Asst Fiscal Officer Cynthia Lampkins.

IV. **PUBLIC COMMENT**

There were no public comments.

V. **APPROVAL OF MINUTES:** Regular Meeting, September 16, 2025
Special Meeting, October 1, 2025

Mr. Cavener motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 152-25

APPROVAL OF “THEN AND NOW CERTIFICATE” for Kiesler Police Supply,
9/3/2025, PO #25-0000867, \$5,163.48

Mr. Cavener motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 153-25

APPROVAL OF WARRANTS of 9/16/2025 – 10/3/2025

Mr. Cavener motioned to approve. Mr. Leeseberg seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

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2025

VI. CORRESPONDENCE

The following correspondence was reviewed:

- Invitation to the FCEO FCTA 2025 Annual Meeting on 11/19/2025, RSVP by 11/14/2025
- City of Gahanna letter re: West Gahanna Underground Utility Improvements Project
- AEP Letter of Notification – Mifflin-St. Clair Ave. 138 kV Transmission Line Adjustment Project

VII. NEW BUSINESS

Resolution 154-25 (Fiscal)

Approve a 3% pay increase for Abriona Hill, Fiscal Clerk, effective pay period starting October 12, 2025.

Discussion: Mr. Main stated that in the five years that he has been with the township that this is the best the position has been handled.

Mr. Leeseberg motioned to approve. Mr. Cavener seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 155-25 (Service)

Recognize the first week of October (October 1 – 7) as Stormwater Awareness Week.

Mr. Leeseberg motioned to approve. Mr. Cavener seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 156-25 (Code Enforcement)

Approve the following code violations to be placed as liens on the tax duplicates per ORC §505.87(B)(2):

1.	2542 Ferris Park Dr. S.	High Grass	\$300.00
2.	2369 Mecca Rd.	High Grass	\$300.00

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2025

3.	2836 – 2850 Baughman Ave.	Trash	\$300.00
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Mr. Leeseberg motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 157-25 (Police)

Authorize payment of 50% in the amount of \$11,249.07 payable to SCI Integrated for the installation of new surveillance cameras, for audio and recording, as well as all equipment needed for installation of the system and storage of media, and installation of required equipment for a security key fob access system on the doors for the Police Department building.

Discussion: Mrs. Wildes said the policy does not allow it. The policy needs to be changed to approve this resolution. Mr. Leeseberg said he understands that it is a small company but generally this is not done because of the chance of the property not being delivered. Mr. Leeseberg said he is inclined not to change the policy. Mr. Cavener said he does not want to change the policy; keep it the same.

Mr. Leeseberg motioned to deny. Mr. Cavener seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener		X		
Mr. Angelou		X		
Mr. Leeseberg		X		

Resolution 158-25 (Fire)

Approve the retroactive repair of Rescue 134, with the work to be done by our mechanic; parts should not exceed \$25,000.

Discussion: Chief Dunlevy said the frontline rescue is not operable. He said he called Mr. Cavener to verbally approve payment above \$10,000 to order parts as this is an emergency down fire truck.

Mr. Cavener motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			

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2025

Mr. Leeseberg	X			
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Resolution 159-25 (Fire)

Approve payment to Nationwide First Responder Grants in the amount of \$77,470.67 for grant writing services for the Federal SAFER grant.

Discussion: Mrs. Wildes said we cannot pay the company from the grant. Mr. Cavener asked when we would receive the grant funds. Chief Dunlevy said we would receive the first disbursement at the end of the first quarter of 2026. Mr. Leeseberg asked if it was for new hires or replacements. Ms. Owens confirmed that it follows the position not a person. Chief Dunlevy confirmed yes.

Mr. Cavener motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

Resolution 160-25 (Fire)

Approve moving current funds from revenue account number 2191-103-453500 into Expense account 2191-220-511905 in the amount of \$97,500.

Discussion: This resolution was not needed; a resolution is not needed to move funds from a revenue to an expense account.

Mr. Cavener motioned to deny. Mr. Leeseberg seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener		X		
Mr. Angelou		X		
Mr. Leeseberg		X		

Resolution 161-25 (Fire)

Approve the sale of the 2005 Ladder Truck and the Vehicle Exhaust System from Station 132 to West Licking Fire District in the amount of \$50,000.

Mr. Cavener motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			

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Mr. Leeseberg	X			
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Resolution 162-25 (IT)

Authorize the Public Safety Technology Director to declare the list of property as obsolete and surplus under ORC 505.10 and that said items are sold, recycled and/or removed from the Township property inventory and insurance schedules.

QTY	Device	SN	Make	Model
1	Ipad	DMPZ9QJGF8J	Apple	6 th Generation
1	Sierra Wireless	LA71351223001005	Sierra	GX450
1	Sierra Wireless	LA61630098001003	Sierra	GX450
1	Sierra Wireless	LA61730330001003	Sierra	GX450
1	Laptop	SCD7165J8D	HP	Probook 450
1	Desktop PC	2UA8331VSN	HP	Prodesk
1	MDT	RG939F1127	Getac	F110
1	Laptop	5CD72653NX	HP	ProBook
1	Desktop PC	7V2JZC2	Dell	Opriplex 4050
1	Desktop PC	MXL5130TJD	HP	EliteDesk 800
1	Desktop PC	2UA7141VBP	HP	Prodesk 400
1	Desktop PC	2UA71013X5	HP	Prodesk 400
1	Desktop PC	2UA6322JVR	HP	Prodesk 400
1	Desktop PC	2UA71013YC	HP	Prodesk 400
1	Desktop PC	2UA71013P2	HP	Prodesk 400
1	Desktop PC	7V6GZC2	Dell	Optiplex 4050

Mr. Cavener motioned to approve. Mr. Angelou seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

VIII. UNSCHEDULED BUSINESS

Ms. Owens presented the following resolution:

Resolution 163-25

Accept the resignation of part-time Police Officer David Wolfel effective September 22, 2025.

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Held

October 6,

2025

Mr. Leeseberg motioned to approve. Mr. Cavener seconded on the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

IX. DEPARTMENT REPORTS/TRUSTEE COMMENTS

Fiscal Department – Mrs. Wildes said the department is continuing to work on reconciling and working with our accounting software vendor to setup training for year-end close.

Human Resources – No report. Mr. Leeseberg met with MORPC; they have a paid internship program if we have the need.

Service Department/Code Enforcement - See attachment. Franklin County Soil and Water District rescheduled for the October 21st meeting. Mr. Boggs will be on vacation.

Police – Mr. Main to present.

Fire Division & IT – See attachment.

X. ADJOURNMENT

At 10:45 a.m., Mr. Cavener motioned to adjourn. Mr. Angelou seconded.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

BOARD OF TRUSTEES and FISCAL OFFICER
MIFFLIN TOWNSHIP, FRANKLIN COUNTY

Kevin Cavener, Chair _____

Jamie Leeseberg, Trustee _____

Richard Angelou, Trustee _____

Darlene Wildes, Fiscal Officer _____

RECORD OF PROCEEDINGS

Minutes of **MIFFLIN TOWNSHIP BOARD OF TRUSTEES** Meeting

OPS Center, 400 W Johnstown Rd, Gahanna OH 43230

Held

October 10,

2025

I. **SPECIAL MEETING CALL TO ORDER** – 10:00 a.m.

II. **PLEDGE OF ALLEGIANCE** - Chair Cavener led the Pledge of Allegiance

III. **ROLL CALL** Present: Trustees Kevin Cavener, Richard Angelou, Jamie Leeseberg, and Fiscal Officer Darlene Wildes
Also present: HR Director Mindy Owens, Asst Fiscal Officer Cynthia Lampkins and Police Chief David Briggs (joined by phone for 10 minutes).

IV. EXECUTIVE SESSION

At 10:00 a.m., Mr. Leeseberg motioned to enter into Executive Session per ORC §121.22 (G) (1) Purpose: to discuss compensation of a public employee. Mr. Angelou seconded the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

At 10:42 a.m., Mr. Cavener motioned to exit Executive Session. Mr. Leeseberg seconded the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

V. ADJOURNMENT

At 10:42 a.m., Mr. Cavener motioned to adjourn. Mr. Leeseberg seconded the motion.

Vote	Yes	No	Abstain	Absent
Mr. Cavener	X			
Mr. Angelou	X			
Mr. Leeseberg	X			

BOARD OF TRUSTEES and FISCAL OFFICER
MIFFLIN TOWNSHIP, FRANKLIN COUNTY

Kevin Cavener, Chair _____

Jamie Leeseberg, Trustee _____

Richard Angelou, Trustee _____

Darlene Wildes, Fiscal Officer _____

Mifflin Township

Check Report by Check Number

Banks: All
Payment Method: Checks, ACH, EFT
Check Dates: 10/4/2025 to 10/17/2025
Vendors: 1-800 Flowers to ZZZZZZCoverall North America, Inc.
As Of Check Cashed Date: 1/1/1900 to 10/31/2025
Checks: All
Check Status: Cashed And Outstanding
Include Voids: No

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
Bank: 01. A/P BANK - 5/3 Bank A/P								
0000351824	10/10/2025	Atlantic -Finley Fire	Atlantic Emergency Solutions	Check	Outstanding		\$0.00	\$824.94
0000351825	10/10/2025	Best One Tire & Ser	BestOne Tire & Service,	Check	Outstanding		\$0.00	\$906.37
0000351826	10/10/2025	Blue 360 Media, LL	Blue360 Media, LLC	Check	Outstanding		\$0.00	\$282.76
0000351827	10/10/2025	Batteries Plus LLC	BPB Company Stores	Check	Outstanding		\$0.00	\$144.73
0000351828	10/10/2025	Brosius, Johnson &	Brosius, Johnson & Griggs, LLC	Check	Outstanding		\$0.00	\$1,816.50
0000351829	10/10/2025	Chard Snyder	Chard Snyder & Associates, LLC	Check	Outstanding		\$0.00	\$522.50
0000351830	10/10/2025	ColdSpring Granite	Cold Spring Memorial Group	Check	Outstanding		\$0.00	\$1,020.00
0000351831	10/10/2025	Coughlin	Coughlin	Check	Outstanding		\$0.00	\$262.51
0000351832	10/10/2025	National Testing Net	Ergometrics Inc	Check	Outstanding		\$0.00	\$1,000.00
0000351833	10/10/2025	Charles Taylor fka	Matrix Claims Mgt	Check	Outstanding		\$0.00	\$237.50
0000351834	10/10/2025	Franklin Co Sheriff	Franklin County Sheriff's Office	Check	Outstanding		\$0.00	\$911.43
0000351835	10/10/2025	FYDA Freightliner C	FYDA Freightliner Columbus, INC.	Check	Outstanding		\$0.00	\$551.34
0000351836	10/10/2025	NAPA	Genuine Parts Company Inc. / Napa Auto Pa	Check	Outstanding		\$0.00	\$72.66
0000351837	10/10/2025	Green Lighting -Dat	Green Lighting Wholesale	Check	Outstanding		\$0.00	\$540.00
0000351838	10/10/2025	Guardian Alliance T	Guardian Alliance Technologies, Inc.	Check	Outstanding		\$0.00	\$50.00
0000351839	10/10/2025	Kenworth	Kenworth of Columbus	Check	Outstanding		\$0.00	\$280.00
0000351840	10/10/2025	NFRG LLC	Nationwide First Responder Grants, LLC	Check	Outstanding		\$0.00	\$77,470.67
0000351841	10/10/2025	OE Meyer Co	OE Meyer Co.	Check	Outstanding		\$0.00	\$1,139.99
0000351842	10/10/2025	OhioHealth WorkHe	OhioHealth Employer Services/Work Health	Check	Outstanding		\$0.00	\$560.00
0000351843	10/10/2025	Ohio Fire Academy/	Treasurer, State of Ohio SFM/OFA	Check	Outstanding		\$0.00	\$75.00
0000351844	10/10/2025	VSP Insurance	VSP Insurance	Check	Outstanding		\$0.00	\$2,644.34
0000351845	10/10/2025	ZEP	ZEP Sales & Services	Check	Outstanding		\$0.00	\$2,713.73
0000351846	10/17/2025	J Kuhn Enterprises,	AJ Asphalt, AJ Pavement Construction, Des	Check	Outstanding		\$0.00	\$15,635.00
0000351847	10/17/2025	City of Columbus -	City of Columbus	Check	Outstanding		\$0.00	\$4,674.00
0000351848	10/17/2025	ColdSpring Granite	Cold Spring Memorial Group	Check	Outstanding		\$0.00	\$369.00
0000351849	10/17/2025	Columbus Pest Con	Columbus Pest Control. Inc.	Check	Outstanding		\$0.00	\$300.00
0000351850	10/17/2025	Elite Fire Service	Elite Fire Service, LLC	Check	Outstanding		\$0.00	\$199.00
0000351851	10/17/2025	IP Pathways	IP Pathways(Sophisticated Systems)	Check	Outstanding		\$0.00	\$3,119.52
0000351852	10/17/2025	Kenworth	Kenworth of Columbus	Check	Outstanding		\$0.00	\$280.00
0000351853	10/17/2025	IAFF Deduction	Mifflin Twp. Local IAFF 2818	Check	Outstanding		\$0.00	\$1,780.00
0000351854	10/17/2025	Montrose Group, LL	Montrose Group, LLC	Check	Outstanding		\$0.00	\$4,000.00
0000351855	10/17/2025	Sound	Sound Communications	Check	Outstanding		\$0.00	\$11,249.07
0000351856	10/17/2025	The Center for Resil	The Center for Resilience & Wellness	Check	Outstanding		\$0.00	\$2,050.00
0202501131	10/06/2025	Empower 457 Dedu	Empower 457 Deduction	EFT	Outstanding		\$0.00	\$6,225.00
0202501132	10/06/2025	AEP	American Electric Power	EFT	Outstanding		\$0.00	\$1,162.62

As Of Check Cashed Date: 1/1/1900 to 10/31/2025

Check Number	Check Date	Vendor Code	Vendor Name	Check Type	Check Status	Cashed Date	Void Amount	Amount
0202501133	10/06/2025	Columbia Gas	Columbia Gas	EFT	Outstanding		\$0.00	\$3.35
0202501134	10/06/2025	Columbia Gas	Columbia Gas	EFT	Outstanding		\$0.00	\$159.00
0202501135	10/06/2025	Columbia Gas	Columbia Gas	EFT	Outstanding		\$0.00	\$92.00
0202501136	10/07/2025	OPEDC Deduction	Ohio Deferred Compensation	EFT	Outstanding		\$0.00	\$6,440.00
0202501137	10/07/2025	OPEDC Deduction	Ohio Deferred Compensation	EFT	Outstanding		\$0.00	\$1,200.00
0202501139	10/10/2025	Cintas	Cintas	EFT	Outstanding		\$0.00	\$19.21
0202501140	10/10/2025	AEP	American Electric Power	EFT	Outstanding		\$0.00	\$23.56
0202501141	10/09/2025	Columbia Gas	Columbia Gas	EFT	Outstanding		\$0.00	\$185.71
0202501142	10/09/2025	Columbia Gas	Columbia Gas	EFT	Outstanding		\$0.00	\$83.29
0202501143	10/07/2025	7 Eleven Speedway	Wex Bank	EFT	Outstanding		\$0.00	\$10,332.33
0202501144	10/07/2025	The Hartford	The Hartford	EFT	Outstanding		\$0.00	\$6,390.96
0202501145	10/07/2025	HSA Employee Pd	HSA Employee Pd Deduction	EFT	Outstanding		\$0.00	\$13,202.20
0202501146	10/07/2025	MM Self-Insured Ins	Medical Mutual Self-Insured	EFT	Outstanding		\$0.00	\$4,904.06
0202501154	10/10/2025	5th-3rd-Bank Servic	Fifth Third Bank-Central Ohio	EFT	Outstanding		\$0.00	\$827.91
01. A/P BANK - 5/3 Bank A/P Total:							\$0.00	\$188,933.76
Grand Total:							\$0.00	\$188,933.76

RESOLUTION #164-25

ACCEPTING WARRANTS

Whereas, the fiscal office is presenting the attached Warrants;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO:

to approve the following Warrants:

See Attached

Motion:

- ☐ Kevin Cavener
- ☐ Richard Angelou
- ☐ Jamie Leeseberg

Seconded by

- ☐ Kevin Cavener
- ☐ Richard Angelou
- ☐ Jamie Leeseberg

Vote	Yes	No	Abstain	Absent
Mr. Cavener				
Mr. Angelou				
Mr. Leeseberg				

This Resolution shall be in force and become effective immediately upon its execution.

Date

Kevin Cavener, Chair

CERTIFIED BY:

Richard Angelou, Trustee

Darlene Wildes, Fiscal Officer

Jamie Leeseberg, Trustee

RESOLUTION #165-25

Authorize Limited Automatic Mutual Aid Agreement between the City of Columbus, Ohio and Mifflin Township, Franklin County, Ohio.

WHEREAS, there is a need for limited automatic mutual aid agreement for fire suppression, rescue, and emergency medical services ("EMS"), and

WHEREAS, the purpose of this Agreement is to facilitate an efficient and rapid deployment of fire suppression, rescue, and EMS to time-critical incidents in order to maximize the benefits of emergency resources to residents of both jurisdictions through mutual cooperation and understanding.

NOW, THEREFORE, BE IT RESOLVED, BY THE MIFFLIN TOWNSHIP BOARD OF TRUSTEES, FRANKLIN COUNTY, OHIO, to authorize the Limited Automatic Mutual Aid Agreement between the City of Columbus, Ohio and Mifflin Township, Franklin County, Ohio as defined in the Mutual Aid Agreement.

Motion:

- ☐ Kevin Cavener
- ☐ Richard Angelou
- ☐ Jamie Leeseberg

Seconded by

- ☐ Kevin Cavener
- ☐ Richard Angelou
- ☐ Jamie Leeseberg

Vote	Yes	No	Abstain	Absent
Mr. Cavener				
Mr. Angelou				
Mr. Leeseberg				

This Resolution shall be in force and become effective immediately upon its execution.

Date

Kevin Cavener, Chair

Richard Angelou, Trustee

Jamie Leeseberg, Trustee



New Business

1. Request an Executive Session per ORC Section 121.22 (G) (1) Purpose: to discuss compensation of a public employee.

Updates:

1. Insurance Benefits: Quotes were received from Anthem and United Health Care. Hylant is waiting on the quote from Aetna. They will prepare an analysis of plans and financials. I'll request a special meeting before the end of Oct for Hylant to review the plans with the board to select the benefit plan for 2026.

RESOLUTION #166-25

Authorize the OARnet Network and Technology Services Master Client Agreement between The Ohio State University as fiscal agent for OARnet (herein after called “OARnet”) and Mifflin Township, Franklin County, Ohio.

WHEREAS, OARnet is a consortium created by the Chancellor of the Ohio Board of Regents to provide network services for the State of Ohio, which includes education, research, state and local government, healthcare and economic development initiatives throughout the state.

WHEREAS, Mifflin Township is interested in accessing broadband and technology shared services, and

WHEREAS, the purpose of this Agreement is to allow Mifflin Township to purchase access to and utilize selected broadband and technology services from OARnet.

NOW, THEREFORE, BE IT RESOLVED, BY THE MIFFLIN TOWNSHIP BOARD OF TRUSTEES, FRANKLIN COUNTY, OHIO, to authorize the OARnet Network and Technology Services Master Client Agreement between OARnet and Mifflin Township, Franklin County, Ohio, as defined in the Master Client Agreement.

Motion:

- ☐ Kevin Cavener
- ☐ Richard Angelou
- ☐ Jamie Leeseberg

Seconded by

- ☐ Kevin Cavener
- ☐ Richard Angelou
- ☐ Jamie Leeseberg

Vote	Yes	No	Abstain	Absent
Mr. Cavener				
Mr. Angelou				
Mr. Leeseberg				

This Resolution shall be in force and become effective immediately upon its execution.

Date

Kevin Cavener, Chair

Richard Angelou, Trustee

Jamie Leeseberg, Trustee



MIFFLIN TOWNSHIP

Brian P. Dunlevy
Fire Chief

Scott Davis
Assistant Fire Chief

BOARD OF TOWNSHIP TRUSTEES MEETING

October 21, 2025

FIRE DIVISION REQUESTS:

Resolution # XXX-25:

10212025-1. This is a request to renew an automatic aid/mutual aid agreement with the City of Columbus, Division of Fire. This is an administrative request, the last agreement was signed in the mid-1980s.

OPS CENTER REQUESTS:

No request at this time

TOWNSHIP REQUESTS:

No request at this time

UPDATES:

- Swearing in of new Fire Officers on October 21, at 1:00PM
- Update on TIF properties at 1st meeting in November
- Scheduled to begin firefighter eligibility testing. Applications due Nov 4th

**LIMITED AUTOMATIC MUTUAL AID AGREEMENT BETWEEN
THE CITY OF COLUMBUS, OHIO AND MIFFLIN TOWNSHIP, FRANKLIN COUNTY, OHIO**

The City of Columbus, Ohio (hereinafter “Columbus”) and Mifflin Township, Franklin County, Ohio (hereinafter “Mifflin Twp.”) enter into this limited automatic mutual aid agreement (hereinafter “Agreement”) for fire suppression, rescue, and emergency medical services (“EMS”).

Columbus and Mifflin Twp. agree upon the following:

1.0 Purpose

- 1.1 The purpose of this Agreement is to facilitate an efficient and rapid deployment of fire suppression, rescue, and EMS to time-critical incidents in order to maximize the benefits of emergency resources to residents of both jurisdictions through mutual cooperation and understanding.
- 1.2 It is not a purpose of this Agreement to replace the need for a jurisdiction to maintain sufficient emergency services to mitigate emergencies within that jurisdiction. Instead, the actions taken under this Agreement supplement the initial response capabilities of each jurisdiction by maximizing the effectiveness of a rapid initial response and thereby improving the overall regional delivery of emergency services.

2.0 Authority

- 2.1 Columbus is authorized to enter this Agreement pursuant to R.C. 9.60 and City of Columbus Ordinance No. 803-74.
- 2.2 Mifflin Twp. is authorized to enter this Agreement pursuant to R.C. 9.60 and Resolution No. 166-25.

3.0 Relationship of the Parties

- 3.1 Columbus and Mifflin Twp. respectively acknowledge that each will maintain separate and independent management. Each party has full and complete authority and responsibility with respect to managing its organization, operations, and employees.
- 3.2 Nothing in this Agreement is intended to create any rights hereunder to third parties or persons.

4.0 Definitions

- 4.1 “Automatic Mutual Aid” means fire or EMS resources are dispatched upon notification to a public safety answering point that an emergency or potential emergency exists at a specific location and response entails dispatching the closest most appropriate resource to respond, regardless of the political jurisdiction, based upon information communicated to the public safety answering point.

4.2 “Requested Mutual Aid” means:

- 4.2.1. Fire or EMS resources are dispatched to a location after a scene size-up and actual knowledge of the resources needed or unavailability of appropriate home resources within the jurisdiction; or
- 4.2.2. The authority having jurisdiction determines it does not have sufficient resources for the particular incident prior to or during the response based upon information communicated to a public safety answering point.

5.0 Each party agrees to provide the other with emergency services, including, but not limited to, fire suppression, rescue, or EMS, when requested by the other party.

- 5.1 Except as provided in Section 5.4, Mifflin Twp. will provide Columbus with automatic and requested mutual aid without geographical or resource limitations.
- 5.2 Except as provided in Section 5.4, Columbus will provide Mifflin Twp. with automatic and requested mutual aid without geographical or resource limitations.
- 5.3 This agreement does not mandate or guarantee that resources by one party will be made available for automatic or requested mutual aid to the other party.
- 5.4 If resources of the providing party are actively engaged within the jurisdictional limits of the requesting party and the resources of the providing party are required within the jurisdictional limits of the providing party, both parties reserve the right to withdraw any and all resources that would otherwise be provided pursuant to this Agreement.

6.0 Operations

6.1 Home Rule shall prevail.

- 6.1.1. Each party that responds into the other party’s jurisdiction shall be guided by the orders of the incident commander in the jurisdiction within which the response is made. Rank shall be respected within the command structure, and all responding personnel will operate under the Incident Command System (“ICS”) for the duration of the incident.
- 6.1.2. The responding party shall make reasonable efforts to follow the standard operating procedures and guidelines of the requesting party.
- 6.1.3. The responding party shall not require the requesting party to deviate from the requesting party’s procedures or guidelines when operating within the requesting party’s jurisdiction.

6.2 Requests for automatic or mutual aid shall be governed by the requesting party’s policies and procedures. To ensure an efficient process, the parties respective dispatch

centers shall work collaboratively to ensure seamless, coordinated, and immediate dispatching of resources to minimize delays and avoid duplication.

- 6.2.1. The parties shall maintain the ability to open each of the parties' approved station public address ("PA") systems when requesting automatic or mutual aid.
- 6.2.2. The parties shall share automatic vehicle location ("AVL") information when the technology exists.
- 6.3 Both parties understand that each jurisdiction's incident commander relies on and expects certain levels of staffing and capabilities for all responding units when making decisions. If either party cannot meet the requesting party's minimum level of staffing or capability, the responding party shall immediately notify the incident commander and/or the dispatcher/fire alarm office so that appropriate actions, including but not limited to, dispatching additional resources may be undertaken.
- 6.4 The responding party's method of response (i.e. the use of lights and or sirens) shall be determined by the responding party's policies, procedures, and guidelines. Neither party shall require the other party to respond to an incident in a specific manner.
- 6.5 Both parties understand the success of joint operations depends upon sharing information regarding operations. The parties shall share any information deemed to impact joint operations so that each party understands the capabilities, expectations, and operations of the other party. The information includes, but is not limited to, policies, procedures, operating guidelines, and EMS protocol.

7.0 Reimbursement and Costs

- 7.1 There shall be no reimbursement by either party to the other party for the deployment of automatic or requested mutual aid resources to the other party's jurisdiction.
- 7.2 There shall be no reimbursement by either party for property or equipment use, damage, or loss while engaged in activities in accordance with this Agreement.
- 7.3 EMS Transport Reimbursement: Each jurisdiction shall submit claims for EMS treatment and transport pursuant to their own policies and procedures regarding EMS reimbursement. Neither party shall require the other party to submit insurance-only claims or to waive amounts that are not reimbursed by an insurance policy or policies for providing treatment and transport to individuals within the requesting party's jurisdictional limits.

8.0 Liability

- 8.1 This Agreement does not mandate or guarantee that resources by one party will be made available for automatic or requested mutual aid to the other party.

- 8.2 This Agreement does not create a cause of action by one party against the other party for a failure to respond to a request for automatic or requested mutual aid or for withdrawing resources from an incident after the response or arrival.
- 8.3 Neither party shall be liable for the other party's acts or omissions while engaged in any action pursuant to this Agreement.

9.0 Employees

- 9.1 Course and Scope of Employment: The parties' fire and EMS personnel acting pursuant to this agreement, including while responding to calls for assistance, shall be regarded as acting in the course and scope of their employment.
- 9.2 Retirement and Workers' Compensation: Fire and EMS personnel acting pursuant to this Agreement shall be entitled to all of the rights and benefits of Ohio's Workers' Compensation laws and the appropriate Employee Retirement fund such as may be applicable to the same extent as when performing services within their respective jurisdictions and such benefits as they may be legally entitled.
- 9.3 Personnel of the responding party remain officials, officers, employees, agents, representatives, and/or volunteers of their respective political subdivision for purposes of tort liability and immunity from tort liability.
- 9.4 No agency, employment, joint venture, or partnership has been, or will be, created between the parties under this Agreement.

10.0 Indemnity: Neither party shall indemnify nor hold the other harmless.

11.0 Effective Date, Term, and Review

- 11.1 This Agreement shall be effective upon the date of the last signature below.
- 11.2 The term of this Agreement shall be for a period of three (3) years.
- 11.3 At least annually and sixty (60) days prior to the expiration of this Agreement, the fire chief for each party, or his or her designee, shall enter discussions to review and refine this Agreement, if needed, and to extend the term of this Agreement, if applicable.
- 11.4 If no action is taken upon the expiration of this Agreement, its terms shall remain in effect until renewed in accordance with this section or until expressly terminated by written notice as stated in Section 13.

12.0 This Agreement revokes and replaces any and all prior fire and EMS mutual aid agreements between the parties.

13.0 Termination: Either party may terminate this Agreement for any reason upon written notice at least sixty (60) days prior to termination.

- 14.0 Modifications and Amendments: This Agreement may be modified or amended only by a written agreement duly executed by the parties.
- 15.0 Entirety: This Agreement contains the entire agreement between the parties as to the matters involving fire and EMS mutual aid. Any and all oral representations or modifications concerning this Agreement shall be of no force or effect.
- 16.0 Severability: This Agreement shall be severable if any part or parts of the Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction. All remaining provisions shall remain binding and in full force and effect.
- 17.0 Immunity: Chapter 2744 of the Ohio Revised Code shall apply to the parties and to the parties' employees, as defined within that chapter, when they are rendering mutual aid outside the party's own jurisdiction pursuant to this Agreement.
- 18.0 Authority: The undersigned individuals below represent that they are duly authorized to execute this agreement on behalf of the parties.

THIS SPACE IS INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date last written below.

City of Columbus

Kate McSweeney-Pishotti
Director of Public Safety

Jeffrey Happ
Fire Chief

Date

Date

Approved as to Form

Zach Klein
Columbus City Attorney

Date

Mifflin Township, Franklin County, Ohio

Kevin Cavener
Chair Mifflin Township Trustee

Brian Dunlevy
Fire Chief

Date

Date

Approved as to Form

Peter Griggs
Mifflin Township Solicitor

Date



MIFFLIN TOWNSHIP

Craig Main
Public Safety Technology Director

BOARD OF TOWNSHIP TRUSTEES STAFF MEETING

October 21, 2025

Public Safety Technology Director

Request to Approve and Sign the Master Client Agreement for OARnet

This is a formal request to approve and sign the Master Client Agreement for OARnet.

OARnet (Ohio Academic Resource Network) is the Internet provider for Mifflin Township offices. There is no change in current services with this agreement but a small monthly price decrease.

Master Client Agreement

OARnet Network and Technology Services

This Master Client Agreement ("MCA") between The Ohio State University as fiscal agent for OARnet, located at 1224 Kinnear Rd, Columbus, Ohio 43212 (herein after called "OARnet") and Mifflin Township, located at 400 West Johnstown Road, Gahanna OH 43230 (herein after called "Client"). The MCA becomes effective _____ and will continue in effect until terminated in accordance with its terms.

WHEREAS, OARnet is a consortium created by the Chancellor of the Ohio Board of Regents and pursuant to authority granted in Section 3333.04(T) of the Ohio Revised Code, as may be amended, to provide network services for the State of Ohio, which includes education, research, state and local government, healthcare and economic development initiatives throughout the state.

WHEREAS, OARnet's network is the broadband gateway to a wide array of network and technology shared services designated to ensure Ohio is a technology leader.

WHEREAS, Mifflin Township is interested in accessing broadband and technology shared services to enhance their local technology operations.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. General Terms

- 1.1. **Agreement Structure.** This MCA provides general terms and conditions under which Client may from time-to-time purchase access to and utilize selected broadband and technology services from OARnet. Should additional terms and conditions apply based on the specific nature of a service, they will be included as part of a Service Order (defined below). This MCA, and any applicable and effective Service Order, shall collectively be referred to as the "Agreement". Client acknowledges and accepts the applicable terms and conditions of the Agreement by signing the Agreement or any Service Order.
- 1.2. **Service Orders.** Client may request that OARnet provide or upgrade an existing service by submitting a Service Order, provided as Exhibit A, to this MCA. Client is responsible for the accuracy of all information that it provides to OARnet. Each accepted Service Order shall be subject to the Agreement. Service Orders shall set forth the term, pricing, service type, non-

recurring charges (NRC), monthly recurring charges (MRC), and/or annual recurring charges (NRC) and any additional terms applicable to the services. All Service Orders shall be subject to the availability and acceptance, in writing, by OARnet. Service Orders shall be accompanied by a Client Purchase Order before any service is made available.

- 1.3. **Term.** The term of each Service Order shall commence on the Activation Date for such service and continue for the period of time specified in that Service Order and thereafter may renew on a month-to-month basis as mutually agreeable to both parties, or by way of a new Service Order and new term. Following the initial Service Order Term, OARnet reserves the right to Changes in Rates (defined in Section 1.5) up or down for any service provided. The term of the Agreement is coterminous with the longest term of any active Service Order thereunder.
- 1.4. **Termination.** Unless required to be a Client by any other active agreement, either Party may terminate this Agreement if:
 - 1.4.1. The other Party commits a material breach, and
 - 1.4.2. The non-defaulting Party sends notice of such breach describing the breach with reasonable specificity, and
 - 1.4.3. During the thirty (30) day period following notice thereof, the defaulting Party either
 - 1.4.3.1. Fails to cure the breach, or
 - 1.4.3.2. Fails to present an acceptable plan for curing the breach
 - 1.4.4. The Party provides a ninety (90) day written notice to the other Party prior to the requested date of termination
 - 1.4.5. Either Party shall have the right to terminate this Agreement immediately, in whole or in part, upon written notice, if the other Party:
 - 1.4.5.1. ceases to do business as a going concern;
 - 1.4.5.2. makes an assignment of its assets for the benefit of its creditors;
 - 1.4.5.3. is unable or admits in writing its inability to pay its debts as they become due;
 - 1.4.5.4. becomes insolvent, suspends, or abandons its business;
 - 1.4.5.5. authorizes, applies for, or consents to the appointment of a trustee or receiver of all or a substantial portion of its assets;
 - 1.4.5.6. files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization provisions of the laws of the United States;
 - 1.4.5.7. court assumes jurisdiction over the assets of that Party;
 - 1.4.5.8. loses its tax-exempt, non-profit status
- 1.5. **Change in Rates.** Should OARnet choose to change rates for any applicable service, changes will only apply upon renewal or creation of a new Service Order, accepted, in writing by both parties.

- 1.6. **Service Upgrades.** The Client may elect to one or more of its services from OARnet at any time. In electing a Service Upgrade, the Client will cooperate with OARnet in coordinating the engineering, installation, testing and production use of the new circuit. If the Service Upgrade imposes different requirements for environmental conditions, supplemental Equipment or similar items, the Client will comply with those requirements and acquire (either directly or through OARnet) the necessary Equipment, at cost. A Service Upgrade will be completed upon receipt of a signed Service Order and Client Purchase Order.

2. Service Terms and Conditions

- 2.1. Network Connectivity. OARnet can provide the Client with single or multiple Internet connections, IntraOhio, Internet 2 and other network services with charges for each connection.
- 2.2. IP addresses can be provided upon availability for Clients of Network Connectivity and will remain with Client until such time service is terminated, at which point the IP addresses will be reclaimed by OARnet. If a Client owns their own IP addresses and seeks to obtain addresses from OARnet, a cost may apply.
- 2.3. OARnet can provide routine, reasonable network interface planning, engineering, and consulting support pursuant to guidelines negotiated by OARnet.
- 2.4. Unless otherwise agreed, OARnet can provide primary/secondary domain name service upon request and, if applicable, a recurring fee, network time protocol (NTP), access to statistical reports for the Client, and Internet addresses.
- 2.5. OARnet will maintain network operations support for the Clients on a 7/24/365 basis (seven days a week, 24 hours a day, 365 days per year). The Clients will comply with reasonable procedures established from time to time by OARnet to best assure the ability of OARnet to diagnose, maintain and correct disruptions in Internet services. A description of OARnet's operations support, procedures and related matters is available upon request to the OARnet Support Center (support@oar.net).
- 2.6. Client Premise Equipment ("Equipment") Lease. OARnet may provide the required equipment items, which shall be installed at the Client's site, owned and operated by OARnet, for use with the network connection. Specific equipment, if needed, shall be detailed in a Service Order. Unless otherwise agreed in writing (upon the request of the Client), the Client will not adjust, repair or tamper with the equipment without OARnet's prior approval. From time to time, it may be necessary for OARnet to upgrade its equipment due to changes in Internet engineering or networking protocols or for other good cause.

- 2.7. Tiered Service. Clients may contract for a specified amount of bandwidth. Bandwidth will be capped at the contracted level by the OARnet network device that serves the Client. Usage will be billed, per terms of the Service Order, in advance, according to the current OARnet tiered fee structure.
- 2.8. Last Mile Connectivity - Installation and Support. Unless otherwise agreed, the Client is directly responsible for ordering and payment of all recurring and non-recurring charges required from the third party connection provider with respect to the last mile.
- 2.9. LAN Responsibility. The Client is fully responsible for the operation and maintenance of its respective Local Area Network ("LAN"). Unless otherwise agreed in writing (upon the request of the Client), the demarcation point of the Client's responsibility is the LAN interface of the IP router, Ethernet Switch or Optical Transport Device included as part of the Equipment and the Client's LAN.
- 2.10. Suspension of Service. OARnet may temporarily suspend the Client's Internet service, or related communication services, under the circumstances described by this Section. In advance of any planned disruptions or suspensions of service, OARnet will notify the Client whenever practicable. In the event of circumstances relating to fraudulent or illegal activity or security breaches or intrusions, OARnet shall endeavor to cooperate with the Client to avoid or minimize the level of disruptions or suspensions of service. OARnet may temporarily suspend the Client's Internet connection, or related communication services, if, and so long as necessary, (a) to prevent material network disruptions or interference or fraudulent or illegal activity, whether or not knowingly caused or permitted by the Client, (b) to perform necessary maintenance or service, whether by OARnet or any other entity maintaining any portion of the Internet, or related communication services, or (c) for other reasonable reasons, including non-compliance with these Terms of Service or to respond to security breaches or intrusions, whether or not directly relating to a Client's Internet connection, or related communication services. OARnet will notify the Client in writing within one business day of the start of the suspension, using registered or certified mail and e-mail, of the reasons for the suspension. OARnet shall take all reasonable measures to ensure that any suspension of services is as limited in scope as practicable, with every effort made to avoid institution-wide suspension of service.
- 2.11. Equipment Maintenance

- 2.11.1. Basic Responsibilities. OARnet will be responsible for the maintenance of the Equipment which it provides to the Client.
 - 2.11.2. Client Election. In the event the Client elects to acquire directly some or all of the Equipment, the Client is directly responsible for purchasing equivalent to OARnet's maintenance coverage from the manufacturer, though OARnet may still manage that Equipment upon written agreement by both Parties.
 - 2.11.3. Costs of Service. Maintenance costs are included as part of the OARnet service for all OARnet-provided equipment.
 - 2.11.4. Damages. The Client will be responsible for any damages to or loss of Equipment provided by OARnet while located at the Client's site.
- 2.12. Equipment Recommendation
- 2.12.1. 10GIG 10X100 Ethernet connections: The OARnet network edge device will be supplied, owned, and operated by OARnet unless otherwise agreed. Equipment will be housed in accordance with the "Environmental Recommendations" provided herein as Attachment B.

3. Invoicing and Payment

- 3.1. Invoices. OARnet shall invoice the Client per any executed and effective Service Order, with the amounts due and payable following receipt of invoice. OARnet may assess a 10% administrative service fee for billing and collecting any common carrier or other third-party charges.
- 3.2. OARnet may send a Service Order containing fees, for the next service term, to the Client on or about May 1 of the then current year. The Client will return the Service Order signed and issue a purchase order to OARnet for the fees no later than June 30. OARnet will invoice the Client for the fees, per executed Service Order. All Client fees shall be due upon receipt of the invoice.
- 3.3. OARnet may issue a Service Order containing fees for the next service term to the Client within a reasonable period prior to the commencement of that term, as defined in the applicable Service Order. The Client shall return the signed Service Order and issue a purchase order to OARnet for the fees, in accordance with the timelines set forth in the Service Order. OARnet will invoice the Client for the fees as specified in the executed Service Order. All Client fees shall be due upon receipt of the invoice.
- 3.4. Non-payment. The failure by the Client to make payment of any amounts due for services may entitle OARnet to suspend or terminate services for that Client, as provided in Section 1.4 of the MCA.

4. Trouble Reporting and Escalation Process

OARnet is committed to providing a reliable, high-quality network services. If a Client experiences an unplanned network outage or degraded service for a period of time the Client should report and escalate per the Trouble Reporting and Escalation Process included as Attachment C herein.

5. Definitions

- 5.1. "Network" means the OARnet high speed dense wave division multiplexing fiber optic network, which is comprised of all equipment within each active OARnet Point of Presence (PoP), all wiring within each active POP, and all telecommunications circuits between active PoPs. The OARnet Network does not include equipment located at Client's premises whether or not provided by OARnet, telecommunications circuits or networks between a POP and Client's location, inactive POPs, or any networks, network equipment, or telecommunications circuits not owned or controlled by OARnet.
- 5.2. "Eligible OARnet Client" means any Client who has a valid current Master Client Agreement, but excludes any Client whose account is not in good financial standing with OARnet.
- 5.3. "Network Outage" means an unplanned period of time during which (i) Client is unable to connect all other Internet destinations from Client's location, due to a problem or failure of the OARnet Network, (ii) Client's sustained packet loss on the OARnet Network is greater than ten percent (10%), or (iii) Client experiences average round-trip ping latency (64-byte ping packets) of greater than 75 milliseconds for traffic between OARnet and POPs in the contiguous United States. Service disruptions occurring during planned outage intervals do not constitute a Network Outage. A list of all OARnet Points of Presence (POPs) is available upon request.
- 5.4. "Filing Period" means within one week of the event, which caused the Network Outage.

6. **Service Credit.** In the event of a Network Outage, caused by OARnet, Client must file a claim within the Filing Period and pursuant to the Service Credit Process. Client shall be entitled to receive a credit against the amount invoiced for Services provided during the month in which the Network Outage occurred. Credits are available on a per-outage basis, subject to a maximum credit of 50% in any given calendar month.

Network Outage Duration	Credit Against the Appropriate Month's Bill
Less than 10 minutes	0%
10 minutes or more	3.33% of the monthly bill

7. Service Credit Process

- 7.1. Filing Period: All claims under this policy must be submitted to OARnet (support@oar.net) within one week of the event that caused the Network Outage

- 7.2. Required Information: The claim must be filed by client 's technical, administrative, or billing contact and should include as much information as is available regarding the service outage.

Helpful information to send with the claim includes:

Organization name

Administrative Contact's name and contact information

Date and beginning/end time of outage

Source and destination IP addresses or DNS site names

A trace route from the source address to the destination address (must be run during the same time interval corresponding to the Network Outage claim)

- 7.3. Claim Process: Client must submit the required information by electronic mail to support@oar.net. OARnet will acknowledge all claims within two business days and will review all claims within ten business days of receipt. Client will be informed by electronic mail whether the appropriate service credit claim will be granted or rejected. If rejected, the notification will specify the basis for rejection.

Please contact the Support Center first to initiate a claim or for service support.

Additional points of contact are listed below

Support Center 24x7

support@oar.net

Ph: 800-627-6420

- 7.4. Additional information regarding reporting service issues, or the process for escalating service issues, is located in Attachment C. (no D should be C)

8. Independent Contractor Status

Each Party at all times shall be an independent contractor of the other Party in performing under this MCA. Each Party's employees shall not represent to third parties that they are employees or agents of the other Party or is party to any form of partnership or joint venture with the other Party.

9. Confidential Information

If either Party provides confidential information to the other or, if in the course of performing under this MCA or negotiating this MCA a Party learns confidential information of the other, the receiving Party shall, to the extent permitted by Ohio law, including without limitation, Ohio Revised Code Section 149.43 (a) protect the confidential information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, but in any case with at least reasonable care and (b) refrain from using such confidential information except in performing under this MCA.

10. Limitation of Liability and Disclaimer

- 10.1. OARnet makes no warranty, express or implied, with respect to the content of any data sent through its network.
- 10.2. Neither OARnet nor its network service suppliers shall be liable to Client or OARnet's end users for any damage arising out of any event that is beyond the control of OARnet or its network service suppliers. Neither OARnet nor its network service suppliers shall be liable to Client or OARnet's end users for any indirect, special, incidental, exemplary, consequential or other form of money damages, including but not limited to lost profits or damages for the loss, delay, nondelivery, or misdelivery of data or information or service interruption of any kind, however caused, arising out of or in connection with the use or provision of the Internet connection, or related communication services, whether based in contract, tort or any other legal theory, and whether or not OARnet or its network service suppliers have been made aware of the possibility of those damages. In no event shall OARnet be liable to Client or OARnet's end users for any amount in excess of a refund of amounts actually paid by Client to OARnet.
- 10.3. The OARnet member uses the Internet connection, or related communication services, and any information obtained by using the Internet connection, or related communication services, at their own risk. OARnet and its network service suppliers MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE OR PROVISION OF THE INTERNET CONNECTION, OR RELATED COMMUNICATION SERVICES. Neither OARnet nor its network service suppliers shall be liable for unauthorized access to OARnet's or OARnet's end users' transmission facilities or premise equipment or for unauthorized access to or alteration, theft, or destruction of OARnet's or end users' data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of OARnet's or its network service suppliers' negligence. OARnet understands that neither OARnet nor its network service suppliers are responsible for the content of the transmissions that may pass through the Internet and/or the Internet connection, or related communication services. Neither OARnet nor its network service suppliers shall be liable for the accuracy or quality of information obtained or data transmitted through use of the Internet connection, or related communication services.
- 10.4. Each party shall be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions as determined by a court of competent jurisdiction, and nothing in this Agreement shall impute or transfer any such responsibility from one party to the other.

10.5. Except for direct damages from death, physical injury, or damage to State property, in no event shall OARnet's liability under any claim made by its end users exceed the amounts paid to it by a respective OARnet Client during the current year under of this Agreement. No action, regardless of form, arising out of or in connection with this Agreement may be brought more than one (1) year after the termination of this Agreement.

11. Publicity

The Parties may jointly develop and distribute periodic press releases addressing activities and initiatives under this MCA. Neither Party will issue a press release that deals the collaborative technology and services, or the relationship or collaborative activities of the Parties under this MCA, without the prior written consent of the other.

12. Notices

12.1. All notices shall be effective on receipt.

12.2. Notices to OARnet

12.2.1. Client shall provide all routine notices, announcements, and other related communications electronically to OARnet, to any electronic mail ("E-mail") address specified by OARnet.

12.2.2. All written notices required to be given by Client to OARnet under this MCA shall be sufficient if delivered by one of the following methods: certified mail - return receipt requested, courier delivery, hand delivery, or facsimile ("Fax") to OARnet at the address set forth or to such other address as OARnet has designated by notice to Client.

OARnet
1224 Kinnear Rd
Columbus, OH 43212
E-mail: support@oar.net

12.3. Notices to Client

12.3.1. OARnet shall provide all routine notices, announcements, and other related communications, electronically, to [CLIENT], such as, to any electronic mail ("E-mail") address specified by [CLIENT].

12.3.2. Legal written notices, required to be given by OARnet [CLIENT] under this MCA, shall be sufficient if delivered by one of the following methods: certified mail - return receipt requested, courier delivery, hand delivery, or facsimile ("Fax") to [CLIENT] at the address set forth or to such other address as [CLIENT] has designated by notice to OARnet.

Craig Main
Director of Public Safety Information Technology
Mifflin Township
400 West Johnstown Road, Gahanna OH 43230
mainc@mifflin-oh.gov (614) 406-8140

13. General Provisions

- 13.1. **Changes and Amendment.** This MCA may not be amended, and none of its provisions waived, except by written amendment executed by duly authorized representatives of each Party.
- 13.2. **Governing Law.** This MCA shall be governed by and construed in accordance with the laws of the State of Ohio applicable to contracts executed and performed therein.
- 13.3. **Entire Agreement.** Except as otherwise stated herein, this MCA is the entire agreement of the Parties and supersedes all prior agreements and understandings with respect to the same subject matter. No other document, unless in writing and signed by an authorized representative of each Party, shall modify or add to the terms agreed to herein of this MCA.
- 13.4. **Binding Effect.** This MCA shall be binding upon the legal representatives, heirs, employees, agents, affiliates, successors and assigns of the respective Parties hereto.
- 13.5. **Change in Law.** By entering into this MCA, the Parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this MCA is determined to violate federal, state, or local laws, rules, or regulations, the Parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the Parties are unable to agree to new or modified terms as required to bring the entire MCA into compliance, either Party may terminate this MCA on thirty (30) days' written notice to the other Party.
- 13.6. **Waiver.** Any waiver by any Party of any act, failure to act or breach on the part of the other Party shall not constitute a waiver of such waiving Party of any prior or subsequent act, failure to act or breach by such other Party.
- 13.7. **Captions.** The captions used in connection with the sections and subsections of this MCA are inserted only for the purpose of reference. Such captions shall not be deemed to govern or limit, or in any manner be used to interpret the scope, meaning or intent of the provisions of this MCA or any part thereof; nor shall such captions otherwise be given any legal effect.

- 13.8. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person other than the Parties hereto, and their permitted successors and assigns, any rights or remedies under or by reason of this MCA.
- 13.9. **Severability.** The Parties agree that if any part, term or provision of this MCA shall be found illegal, invalid or unenforceable by any court of law, the remaining provisions shall be severable, valid and enforceable in accordance with their terms.
- 13.10. **Further Assurances.** Consistent with the terms and conditions hereof, each Party hereto shall execute and deliver all instruments, certificates and other documents and shall perform all other acts, which the other Party may reasonably request in order to carry out this MCA and the transactions contemplated hereby.
- 13.11. **Assignment.** This MCA shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that no assignment hereof or licensing or assignment of any rights or obligations hereunder shall be valid for any purpose without the prior written consent of each Party hereto. Notwithstanding the foregoing, (i) this MCA shall remain in effect and supersede any transition of responsibilities of OARnet to a third party, and (ii) to the extent OARnet's fiscal agent changes, this MCA shall be assigned from The Ohio State University to the new fiscal agent and such then-current OARnet fiscal agent shall be deemed the fiscal agent hereunder.

IN WITNESS WHEREOF, intending to be legally bound, the Parties have executed this MCA effective as of the Effective Date.

PARTIES:

Ohio Academic Resource Network ("OARnet")

[CLIENT NAME]

By: _____

By: _____

Name: Justin Costa

Name: Craig Main

Title: Senior Manager, Fiscal Operations

Title: Director of Public Safety Information
Technology

Date: _____

Date: _____

Attachment A – Service Order Template


**Master Customer Agreement
Service Order**

Date
Service Order #

Client
Client Type
Local Government
Start Date
Term Length

Subscription Type	Subscription
Total Subscriptions	-

Service	Quantity	Fee	Monthly Totals	Annual Total
Port Fees (Per Port per Month)				
Port Fee - <1G		\$0.00	\$0.00	\$0.00
Port Fee - 1G		\$0.00	\$0.00	\$0.00
Port Fee - 10G		\$0.00	\$0.00	\$0.00
Port Fee - 40G		\$0.00	\$0.00	\$0.00
Port Fee - 100G		\$0.00	\$0.00	\$0.00
Facilities Access Management (FAM)				
Facilities Access Management - <1G		\$100.00	\$0.00	\$0.00
Facilities Access Management - 1G		\$200.00	\$0.00	\$0.00
Facilities Access Management - 10G		\$400.00	\$0.00	\$0.00
Facilities Access Management - 40G		\$900.00	\$0.00	\$0.00
Facilities Access Management - 100G		\$1,800.00	\$0.00	\$0.00
Internet				
Commodity Internet (0-499 Mb) Per Mb		\$0.85	\$0.00	\$0.00
Commodity Internet (500-999 Mb) Per Mb		\$0.80	\$0.00	\$0.00
Commodity Internet (1,000-4,999 Mb) Per Mb		\$0.75	\$0.00	\$0.00
Commodity Internet (5,000-9,999 Mb) Per Mb		\$0.70	\$0.00	\$0.00
Commodity Internet (10,000+ Mb) Per Mb		\$0.65	\$0.00	\$0.00
Circuits				
Circuit (Last Mile)	Client Responsibility			
Cross Connect				
Cross Connect - location		\$50-\$350	\$0.00	\$0.00
CPE				
Juniper EX4100		\$2,500.00	N/A	N/A
Other Network Services				
Primary/Secondary Domain Name Services (DNS) Per Year		\$120.00	N/A	N/A
One Time Set Up Fee		\$250.00	N/A	N/A
Internet Addresses (IPv4 & IPv6)	Included with commodity internet service		N/A	N/A

Terms and Conditions

Client acknowledges that Client is ordering the services(s) described above from OARnet. This Service Order shall be governed by and subject to the executed Master Client Agreement between the Client and OARnet.

Client shall return this Service Order, signed, along with an approved Purchase Order, prior to service installation.

Client	OARnet
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Attachment B – Environmental Requirements

A. Power

A.1 General

- a. Where a UPS is specified, unless denoted further, runtime is: ≥ 8 hours.
- b. Where a generator is specified, unless denoted further, runtime is:
 ≥ 24 hours.
- c. Power switching between UPS, generator and mains to the OARnet racks is synchronized, redundant, intelligent and automatic.

A.2 If AC power to equipment:

- a. Minimum 20A 120VAC per rack supplied via a dedicated breaker.
- b. Backed by UPS and/or generator.

A.3 Power to facility subcomponents

- a. HVAC, fire, lighting, access, monitoring backed by generator.

A.4 Power regulation and quality, EMI/RFI

- a. Meet, with or without conditioning, recognized industry standards applicable to the racked equipment.

B. HVAC

B.1 Temperature maintained at: 70 ± 5 F.

B.2 Humidity maintained at: 30-60% non-condensing

B.3 n+1 HVAC redundancy

B.4 Air filtration to industry standards

C. Lighting

- C.1 Full room lighting. Supplement with portable if full room coverage is insufficient.

D. Monitoring, response and reporting

- D.1 Ability to detect and respond to situations where environmental go outside normal operating parameters.

Resolution occurs before service is affected.

D.2 Planned or unplanned environmental outages that may affect or have affected operation of the service are communicated to OARnet via the usual contact procedures specified elsewhere.

Attachment C – OARnet Trouble Reporting and Escalation Process

The OARnet Network Operation Center (NOC) is available 24X7 to help you with your service. The trouble reporting process outlined below describes how service issues are addressed when working with NOC.

Preparing to report trouble

The authorized technical, administrative, or billing contacts from your organization may contact OARnet to report a service issue. The authorized contact will be verified before making any changes to your service.

Please collect as much information as possible about the service issue before contacting the Network Operation Center. Detailed information may not be available to you regarding the issue but every bit of information you can provide will help the NOC find and resolve the problem as quickly as possible.

Helpful information to collect before you contact the NOC includes:

- Specific error messages received
- Date and beginning /end time of problem
- Source and destination IP addresses or DNS site names
- A trace route from the source address to the destination address demonstrating the problem
- Circuit identification number and provider if you believe it is a circuit problem
- Trouble ticket number if you are contacting the NOC on a previously reported issue

How to contact the Network Operation Center (NOC)

The NOC is always available to help you with your service and may be reached via phone or email.

800-627-6420

Support@oar.net

How to track issues

Every call or email to the NOC is logged in our Service Now Incident Request System. The system generates a tracking number, which will be given to you when a problem is reported, and provides a database for monitoring, communicating, and escalating issues within OARnet operations. Incident status can also be accessed through OARnet website under Service Desk look for Trouble Reporting and Status. Issues can be tracked by visiting the following link: <https://gateway.oar.net/>.

How issues are escalated

The technical, administrative, or billing contact(s) of record from your organization may request escalation of an issue at any time. If an issue remains unresolved, it will be escalated from the current level to the next higher level within OARnet in the following manner until it is resolved. You may also request an escalation of your problem until you feel you are satisfied. Escalation requests can be made through the NOC and your issue will be escalated through the following levels.

Levels of Escalation

- a. Network Operations Center: 1-800-627-6420
- b. Network Director: Aaron Wise (cell: 614-787-0437)
- c. Chief Technology Officer: Mark Fullmer (cell: 614-562-7999)
- d. OARnet Executive Director: Pankaj Shah (cell: 614-354-9309)

Post – mortem review of an outage

System-wide outages and their resolutions will be noted on our web site under Service Desk. When visiting the OARnet website, outage information may be found under Service Desk in the Network Maintenance and Outages subsection. It is the responsibility of the OARnet's Chief Technology Officer, Network Director and Tier 2 and Tier 3 Support for providing the outage information.

Non-reported issues

The Network Operations Center may notify your organization of service issues before you are aware a problem exists. The type and level of notification depends on the specific situation that is occurring. Some examples of such situation are:

- a) Your circuit(s) or service goes down during “off-hours”. The Network Operation Center staff will notify at least one contact of record for your organization via phone and/or email. This type of circuit outage can often be resolved during overnight testing with the Telco.
- b) Excessive errors (CRC, Frame) are seen on a circuit, but the circuit isn’t down. The NOC staff will notify the appropriate contact person of record via phone and/or email in order to arrange for circuit testing to resolve the problem.
- c) Secondary DNS errors are showing up in our name server logs. The NOC Staff will notify the appropriate contact of record via email and will include a copy of the error logs in the email. Testing with the NOC may be arranged if assistance in fixing the problem is required.