

RECORD OF PROCEEDINGS

Perry Village Council
Perry Village Hall

Regular Meeting
September 10, 2026

ROLL CALL OF COUNCIL MEMBERS PRESENT:

The meeting was called to order at 6:00 PM-

Brian Farley
Pamela Jenkins
John Nicely
Rebecca “Becky Shimko
Paul Hlabse
Curtis Curd

OTHERS IN ATTENDANCE:

Larry Hackley, Tina Haas, Laura Wolkersdorfer, Denise Wheeler, Gary Wheeler, Kim Walker, Lee Glover, Mike Glover, Samantha Hanson, Rich Wilcox, Sully Arendt, Ashley Hacking, Franco Gianfagna, Roy Blalock.

Good & Welfare- Proclamation of Samantha Hanson

Mayor Coss and Lieutenant Collins recognized Samantha Hanson for exceptional community service performed on August 6.

Samantha Hanson was traveling northbound on Davis Road, and she observed an individual sitting alongside the roadway with his bicycle and who appeared to be in distress. She demonstrated exceptional compassion, and concern for a member of our community. Samantha Hanson turned her vehicle around and returned to check on the individual’s welfare and offered him assistance, and offered transportation along with his bike. While Samantha Hanson was assisting the individual with placing his bicycle into her vehicle, he suddenly collapsed on the roadway. Samantha quickly intervened by catching him and assisting him safely to the ground, preventing an uncontrolled fall and possible further injury. Recognizing the seriousness of the situation, Samantha immediately called 911 and remained with the individual while communicating with emergency dispatch and providing assistance until emergency personnel arrived. Samantha Hanson’s willingness to stop, recognize a potential medical emergency, summons assistance, and remain with the individual during a serious medical event, enabling him to receive prompt evaluation and emergency medical care from Perry Village Police and Perry Village Joint Fire District personnel. Samantha Hanson’s compassion, vigilance, sound judgement, and willingness to become involved exemplify the highest standards of civic responsibility and community spirit valued within the Village of Perry.

Mr. Wilcox expressed gratitude, stating, "Samantha wasn't the only one that saved my life that day, but she was the first one." Mayor Coss thanked Samantha Hanson for taking time out of her busy schedule preparing for a family birthday party to assist a community member.

Resident Samantha Hanson stated it's definitely a pleasure to do my part; please if you are not CPR certified or not taken the first aid classes, your adrenaline is going, you just act, you think quickly, and those protocols are so vital. That's just something that I really feel strongly, you know there are a lot of locations that you could take CPR and first aid it's really just you don't know when you're going to use it. You never know when it's gonna come in handy. And for that moment, I didn't have to end up doing CPR... Obviously, other members of the team did, but I can't advocate that enough just to be able to help anybody in the community, and I'm grateful that I was there and now getting to know Rick a little better.

Chief Shook commended Miss Samantha for what she did, she was actually traveling somewhere. She had a birthday party for her daughter. She was getting ready to pick up some supplies for that party, and she was under a timeline, but she still took the time to help save a man's life, right? So, I just want to point that out. It's not like she was driving down the road casually. No, she was enroute somewhere, and it was something that was very important. So, I really want to commend her and commend those not only her, but all those who will stop and take action when needed.

Mayor Coss mentioned before we move on to the public comments, he wanted to commend Ms. Hanson for her bravery and thinking of others and stuff like that. We live in a world during a time where, if you turn on a TV or you look at the newspaper, all you see is negativity that goes on in the world. So, when Lt. Collins shared with me, there was no thinking about it, you know being able to recognize those individuals. So, I wanna thank Lt. Collins for thinking outside the box and wanting to acknowledge Ms. Hanson as well as Chief Shook for bringing that to my attention. So, thank you guys very much for that.

Mayor Coss opened public comment; three minutes per person, stand at the podium, if possible, state your name and address.

Public Comment: (Public to address comments and questions to Mayor and will be limited to three minutes. Mayor will decide if he would like Council or Employees to respond).

Chief Shook: 2,977 people went to bed not knowing it was their last night. Tonight, I would like to pause and honor the innocent lives lost on September 11, 2001. I want to especially remember the first responders, 72 law enforcement officer, 343 firefighters and EMS personnel who answered the call with extraordinary courage and selfless sacrifice. We will never forget.

Resident Franco Gianfagna, 3640 Main Street, inquired about an update regarding a property owner with multiple vacant houses. Mayor Coss noted that an update would be provided later in the meeting.

READING & DISPOSITION OF MINUTES:

Mayor Coss presented the following minutes for approval, with Fiscal Officer John Roskos conducting roll call votes on each.

- a. **Regular Council Meeting 8/13/26 (emailed 9/4/26) Motion to approve** made by Becky Shimko, seconded by Brian Farley. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes; **Motion approved 6-0**
- b. **Regular Council Meeting 8/26/26 (emailed 9/4/26) Motion to approve** made by Pam Jenkins, seconded by Curtis Curd. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes; **Motion approved 6-0**

Mayor Coss stated we're gonna go a little out of order with Legislation, cause one of them is specific to the full-time hiring of Officer John Jacobson, who's here, and who actually has to get to another location...so we can move to that one first, we might pick up from there.

LEGISLATION:

Fiscal Officer John Roskos

Resolution 44-2026 (First Reading; recommendations to suspend the Three- Reading Rule)

A resolution authorizing the Promotion of Officer John Jacobson to Full-Time Patrolman of the Village of Perry Police Department and declaring an emergency.

Motion to suspend the three-reading rule made by Brian Farley; seconded by Becky Shimko. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.** **Motion to approve** made by Brian Farley; seconded by Becky Shimko. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0**

Officer John Jacobson took the Oath of Office administered by Mayor Elias Coss and was pinned by his spouse.

I, John Jacobson, do solemnly swear and affirm that I shall support the Constitution of the United States of America, the Constitution of the State of Ohio, and the ordinances and resolutions of the village of Perry, Ohio and that I will faithfully, honestly, and impartially discharge and perform all the duties incumbent upon me as a full-time police officer for the Village of Perry Lake County, Ohio.

A picture was also taken. The police department is now fully staffed.

Resolution 40-2026 (First Reading; recommendation to suspend the Three-Reading Rule)

A **resolution authorizing** the Major and Fiscal Officer to enter into a supplemental contract with Civil and Environmental Consultants, Inc. for additional engineering services related to the 2025 Center Road Drainage Improvement Project, and declaring an emergency.

Motion to suspend the three-reading rule made by Becky Shimko, seconded by Brian Farley.

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.** Fiscal Officer discussed that the resolution covers approximately \$2,000 in additional expenses beyond the original contact. **Motion to approve** made by Brian Farley; seconded by Becky Shimko. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes; **Motion approved 6-0.**

Resolution 41-2026 (First Reading; recommendation to suspend the Three- Reading Rule)

A resolution authorizing the Mayor to enter into a supplemental contract with SBJ Consulting, LLC for additional professional engineering services for the Year 2026, and declaring an emergency.

Motion to suspend the three-reading rule made by Becky Shimko, seconded by Curtis Curd.

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.** **Motion to approve** made by Pam Jenkins; seconded by John Nicely. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.**

Resolution 42-2026 (First Reading; recommendation to suspend the Three-Reading Rule, Statutory Deadline of October 1)

A resolution accepting the Amounts and Rates as determined by the Budget Commission and authorizing the necessary Tax Levies and Certifying them to the County Auditor.

Motion to suspend the three-reading rule made by Becky Shimko, seconded by Curtis Curd.

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.** **Motion to approve** made by Curtis Curd; seconded by John Nicely. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.**

Resolution 43-2026 (First reading; recommendation to suspend the Three-Reading Rule).

A resolution amending Resolution No. 51-2025 and approving the Permanent Appropriations Funds for the Village of Perry, Ohio for the Year 2026 and declaring an emergency.

Motion to suspend the three-reading rule made by Brian Farley; seconded by Becky Shimko.

Roll call: Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes; **Motion approved 6-0.** Fiscal Officer noted this included increasing general fund contractual services from \$25,000 to \$35,000 for the SBJ Consulting contract, increasing Center Road Street,

highway, sidewalks expenses from \$352,000 to \$354,000 for engineering fees, approved via resolution 40-2026 and increasing 2903-110-300 K9 Fund Contractual Services from \$1,119.73 to \$14,119.73 to cover unexpected veterinary surgery expenses for K-9 PIO. Roskos also clarified that the K-9 expenses will be covered entirely by donated funds rather than taxpayer dollars and declaring an emergency. **Motion to approve** made by Becky Shimko; seconded by Curtis Curd. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Yes. **Motion approved 6-0.**

Ordinance No. 2026-13 (Second Reading) An Ordinance enacting a one-year moratorium on the acceptance and approval of applications for data centers within the Village of Perry, excluding the property known as “Champion Farm”, and declaring an emergency.

The Ordinance was presented for Second Reading.

REPORTS

Mayor’s Report

Mayor Coss stated there is a lot going on and he has been scheduling one-on-one meetings with each entity and he has spent a lot of time here in the office. Mayor Coss has met with Christian a couple times, John Roskos (Fiscal Officer), the police chief (Chief Shook), Bob Parker, and the road department; and stated we are moving right along with the hiring today of Police Officer Jacobson, we move one step closer to being complete. Mayor Coss also stated that all the council seats are filled. Three candidates were interviewed on Labor Day and Tuesday for the road department snow removal team, with final decisions expected within a week. Additionally, full-time road worker Dan underwent rotator cuff surgery and will be out until early January, creating a staffing gap that the upcoming new hires will help address.

Munchies with the Mayor: Mayor Coss reported that ten residents attended a 90-minute “Munchies with the Mayor” session, where they discussed topics including fireworks, e-bikes, and vacant homes. Regarding vacant homes, the Mayor met Christian, Solicitor Graham, and former Solicitor O’Leary to review fees and legislation, with plans for Christian, Graham, and themselves to schedule a follow-up meeting to establish a formal plan. Residents Ashley Hacking and Jean Schonauer also shared similar legislation from Lakewood, which he planned to review with council.

Fall Festival Details: Mayor Coss outlined the upcoming Fall Festival scheduled for Saturday, featuring fishing derbies starting at 8:00 AM, an opening ceremony at 11:00 AM featuring a National Anthem performance and the presentation of the Phil Casella Youth Recreation Volunteer of the Year Award, and a dunk tank running from 12:00 PM to 6:00 PM. Mayor Coss noted that six individuals including themselves, will sit in the dunk tank to raise funds for local charities, and their company will match and double all funds generated. The festival will conclude with fireworks around 9:00 PM; and attendees were advised to arrive half hour early.

Booth Farms Sidewalk Parking Policy Change: Mayor Coss addressed sidewalk parking complaints in the Booth Farms community, noting a conflict between 12:00 AM to 8:00 AM

street parking ban and a 12:00 AM to 6:00 AM sidewalk blocking allowance. Exercising mayoral authority permissible by the Ordinance, Mayor Coss announced an immediate policy change allowing street parking starting at 6:00 AM to ensure sidewalks are clear for children walking to the bus stops. Chief Shook informed officers of the change, and a two-week grace period will be provided where officers will give verbal warnings before citations begin in 30 days.

Freedom Tower Flag Donation and 9/11 Scavenger Hunt: Mayor Coss announced they are donating a flag flown at the Freedom Tower on July 28, 2026, complete with certificate of authenticity, to be won by community members participating in a scavenger hunt at Lee Lydic Park commemorating the 25th Anniversary of September 11. Mayor Coss explained the initiative aims to encourage families to visit local parks and explore amenities. He will get gift certificates from local businesses that want to donate and be recognized. Mayor Coss explained the goal is to get our families and our community out of house and out to the parks.

Solicitor- None

Engineer: Robert B. Parker, P.- Bob Parker provided updates stating that the Green Street water line project is ongoing and the CSX railroad crossing deck installation has been pushed to late October. Regarding a sinkhole issue near the railroad tracks by Maple Street, Bob emailed Norfolk Southern maintenance representative and expects an answer within one to two weeks regarding whether responsibility falls on the road or the village.

Fiscal Officer: Financial Report; Fiscal Officer, John Roskos, stated we're having a Finance Committee on Wednesday, September 23 at 5:00 PM. Please submit any budget requests or proposals for your department by Wednesday, September 16th. The finance committee consists of John Nicely, Paul Hlabse John Roskos, the Mayor, and Curtis Curd, who was newly added.

Police Chief: Chief Shook pointed out recognition for Officer Malcolm Battiato. Officer Battiato is one of our School Resource Officers, he's really engaged with all the kids especially in the elementary and middle school. Sergeant Orf informed Chief Shook of a call where Officer Battiato was able to de-escalate a situation with one of the juveniles who was in crisis. His compassion was definitely seen during this situation and it did contribute to a positive outcome.

Public Works and Zoning Report: Christian reported on the planning commission meeting from August 27th, with the next meeting set for September 16th. Additionally, Christian announced that Omni Fiber has been approved for a fiber optic installation covering Center Road, most of Manchester, northern cul-de-sacs on the north side of Manchester and then the south developments, Dugan Farms and Dugan Landing. Once we get a schedule, we will send it out to affected HOA's. There are also two additional fiber optic cable installations that are under resubmission by Kinetic to also do work in Dugan Farms and most of central Perry Village.

Economic Development: - JEDD/ PEDC: Mayor Coss stated economic development, the JEDD has not had another meeting since our last meeting a couple months ago, so there's no update on that. As far as the PEDC Committee, our next scheduled meeting is September 21st. Our prior Mayor, and Lori were our representatives for that specific committee. A lot has changed in her life and she does not have the ability to continue to meet and obviously Gessic retired in May. September 21st is our next scheduled meeting and both Councilman Brian Farley and Mayor Coss will be attending that meeting. An update will be provided once we come out of that.

Council Members:

Curtis Curd- First Revive and Thrive meeting was September 1st. We will have minutes for that at the next council meeting. The next meeting is scheduled for October 5th, which is a Monday at 6:00 PM. Curtis commented way back in the early part of the year to the Ohio EPA regarding water discharging and permitting; that they were changing from an individual request to a general permit for Data Centers in the state of Ohio. Curtis noted he commented on that and didn't think it was a good idea that you needed to submit your own intent on an individual basis and it came back from the Ohio EPA that they continue to do individual permitting and they did not go to a general permit. Curtis stated he wanted to put that out there because he had commented on it as a public official

Brian Farley- Brian confirmed they will be attending the PEDC meeting on September 21st and proposed starting a community engagement called "Fireworks with Farley" Also, the Mayor had shared with Brian the feedback received about fireworks and Munchies with the Mayor. Brian stated he would like to do something like fireworks with Farley. This would be where he would have people sit and maybe have some discussion amongst the community as well as provide information. More info to come on that.

Paul Hlbase- None

Pam Jenkins- Pam submitted the report for the park and it's available online if you want to look. We talked about the five-year plan, and the meadow. Pam also mentioned that as a committee they would like to recommend that we move the garden over to the east side of the dog park and they should do that this fall and they have done some research about what needs to be done and it's doable. If there's any discussion, negatives, positives, we can proceed with doing that. Pam also sent an email to let them know that everything needs to be cleaned up by the end of October and then the guys can take the fence down, clean up that side and we'll decide what we are going to do with it next year.

Mayor Coss stated he had several conversations with Pam regarding the garden. The park committee has asked if they can move its current location as she stated by the dog park. Mayor Coss had some discussions with the road department as well. It is very doable and there are several perks by moving it as to why. Mayor Coss stated if this is something we want to do we need to have those conversations sooner rather than later because we would want to prep that

area for next year, because of having new people coming on the road department from a scheduling perspective, especially with fall leaves pick up. Mayor Coss stated that if they were going to do it, we want to make sure that we plan it, schedule it so that we are prepared to make it successful for next year. Councilwoman Pam Jenkins stated that it will need to be moved at the end of this month or next month.

Councilman Curtis Curd had a question about water access; is that going to be an issue if we move it. Mayor Coss stated it's actually one of the perks about moving it, because we have the exit from the dog park. It would also eliminate that speed bump we have.

Councilman Brian Farley asked how many people used it this year. Pam stated that 11 people had used it because we divided some of the plots.

Pickleball Courts- Councilwoman Pam Jenkins stated the Pickleball Courts are done. We are scheduling, planning a grand opening for Sunday, September 20th, we're going to have just a couple hours of activities, demonstrations, lessons, games for the kids, games for the adults where they can get to do some sort of Pickleball game and win prizes. We'll have a ribbon cutting. An itinerary was also sent out. Elias is going to cook hotdogs. Mark your calendars for September 20th at noon. It'll be fun. The gate is up. We have a proposed park budget, so I wanna make sure council takes a look at that before we start talking about our budget.

Budget and Garage Security Lights- Pam presented the proposed park budget, noting approximately \$1,700 in leftover funds, and requested approval to purchase an attractive firewood holder and motion-activated security lights wired into the garage near the pickleball court to deter unauthorized activity. Councilwoman Pam asked council if there were any objections to moving forward with that. Council raised no objections to the proposal.

Harper Street Dead Trees Responsibility- Pam brought up two hazardous dead trees located right next to each other on Harper. Pam stated she had a conversation with Elias. Pam called First Energy and they are supposed to go out and check on them, she doesn't believe they will do anything, there's no branches hanging on the wire. Pam stated she called the department of maps at Lake County and asked and he said there is a 49.9-foot road right-of-way on that road and it's divided equally way from the center line both ways. She noted an \$800 quote obtained from Jim Hall. Mayor Coss stated that past village legislation indicated right-of-way tree maintenance is the homeowner's responsibility rather than the village's, but agreed to have solicitor Graham review the legislation to confirm who bears responsibility for removal. Mayor Coss discussed the village's responsibility regarding trees in the right -of-way, noting that some homeowners have been informed that cutting down trees is their responsibility. Mayor Coss raised concern that while dead, dangerous trees need removal, legislation or restrictions on what homeowners can plant within the right-of-way (such as 30 or 49 feet into a 50-foot right-of-way) might be overly restrictive. Mayor Coss stated an intention to meet with solicitor Graham to clarify responsibility, review past precedents, and check existing legislation.

Councilman Curtis Curd stated he would like to piggy back on that because if we have the responsibility to deal with those trees right within that 49-foot right way, asking do we also have the ability to control what's planted there within that 49-foot right way because it's the same

principal that you're going to plant the same exact thing and be our responsibility to deal with it in however many years, so if it's our responsibility to take it down, we should have the ability to say you can only plant such and such with a maximum height.

Councilwoman Becky Shimko replied to Curtis stating that if she is not wrong, she thinks we do have some legislation what we can plant on that and what we can't, noting about 15 to 20 years ago the mayor at the time had an arborist come in and he determined that most of the trees that were in the tree line were not safe. We had two great big trees cut out of ours, but the village took care of it at that time.

Councilwoman Pam moved on stating that the Newsletter is due October 12.

Perry Village Hometown Holiday Event Planning- Councilwoman Pam proposed organizing a holiday celebration; that she talked to Curtis and the park committee and most of the council members. She also passed out a list of what it is. She has also talked about the community wide event called the Perry Village Hometown Holiday for Saturday, December 12, from 12:00 PM to 6:00 PM, intended to replace the former Santa in the Park event and will involve local businesses, churches, the historical society, and the library. Planned activities include a fire truck tour and souvenir hats by the fire department, booking time with Mrs. Claus at the library, tree lighting, and a visit from a hired Santa named Travis Nutler from 3:00 PM to 5:00 PM at a cost of \$350. Chief Shook commented it's the same idea as Shop with a Cop. Councilwoman Pam noted the park committee would do most of the work, but the event would be sponsored by council rather than the park committee. Council discussed concerns about cost and whether a previous volunteer Santa should be contacted to save money. Councilman Brian Farley and others debated, noting the proposal was in early planning stages.

Christian Gray stated he'd like to piggy back off the topic of the pickleball court ribbon cutting, and Ashley doesn't know I'm doing this, but I think it would be a great idea and a good recommendation that an invitation get extended to her to join the ribbon cutting as a former councilwoman that put in a lot of work and hours to securing the grant for the pickleball court, and we probably wouldn't have it, so if that invitation could be extended.

Councilwoman Pam stated it's on her itinerary and it starts at noon. The first thing we would do is have the Mayor do the welcoming and the thanks. Then I would explain how to use the courts, and Team Reach, which is an online sign-up for the community for certain days, and then the ribbon cutting would involve the grant committee, so everybody that's on the grant committee would be invited.

John Nicely stated he is looking forward to the finance committee coming up on the 23rd.

Mayor Coss stated he and John had an opportunity to kind of sit down and talk. He was the bus driver for my daughter's soccer game last Wednesday. As soon as we got there, they had all the girls go into the buildings because the weather was coming. So, he and I went to Paninis and not minutes after we walked in there the gates of heaven opened up and unleashed; it was pretty crazy to kind of see it all happening because Panini's is nothing but windows. So, you literally saw like it just come our way. John was calm and he was eating and didn't skip a beat. We had

some pretty good conversation and the game ended up getting cancelled. It was a total waste of time to get the girls all the way out there, but I enjoyed my time with Councilman Nicely.

Becky Shimko- Becky brought up considering having a Farmers Market 1 or 2 times a month. Also, she is piggybacking off of Painesville City, but Art in the Park where everybody who does crafts, art, everything. We'd have a day where we can have all of them and they could sell their wares. I'm thinking the park is becoming so popular that that may be something that we would consider.

Mayor Coss stated that there is an individual who's actually going to be moving into Booth Farms. She has not been there yet. I think her house just got finished, but she has already reached out to me on multiple occasions regarding those exact same two things. She asked if there's an interest in having some type of farmers or art in the park like they have and I want to say she is coming from Willoughby. Mayor Coss stated he told her he would absolutely share that. So, there's one person who's interested in building something off of that. Resident Lori White, commented sounds good that might get more business in the growers over in the park too if you have a farmers' market.

Mayor Coss stated before we move on that Councilman Brian Farley, would like to make a motion to appoint Councilman Curtis Curd to the finance committee. Motion to approve made by Brian Farley, seconded by Becky Shimko. **Roll call:** Brian- Yes, Pam-Yes, John - Yes, Becky- Yes, Paul- Yes, Curtis- Abstain. **Motion Approved 5-0.**

Purchases & Approvals:

a. Approval of Purchases August 7 through September 3

Fiscal Officer John Roskos, called for a motion to approve purchases from August 7 through September A motion was made by Becky Shimko, seconded by Brian Farley. Roll call: Brian— Yes; Pam — Yes; John- Yes; Becky — Yes; Paul- Yes; Curtis Curd — Yes. **Motion approved 6-0.**

Councilman Curtis Curd made a motion to appoint Councilman Nicely to the Communications Committee; seconded by Brian Farley. Roll call: Brian— Yes; Pam — Yes; John- Yes; Becky — Yes; Paul- Yes; Curtis Curd — Yes. **Motion approved 6-0.**

Councilwoman Pam Jenkins mentioned to Mayor Coss that he had mentioned before getting a list of the committees and numbers, now that it's kind of settled down, people are finding a place to be. Mayor Coss stated absolutely that there's still a couple of committees that I'm kinda light on seats. But yes, I'm going to work with John next week on putting that all together, make it look nice. Mayor Coss stated he will post it on the website.

Discussion and vote on Second Regular Council Meeting:

Mayor Coss brought up scheduling a regular second meeting, stating he brought it up to a few guys individually, we still have a lot of moving parts moving forward and some discussions that need to be had, whether it's planning for 2027, changes, budgeting, whatever may be the case; stating not to say there is a need to meet twice a month, but I would like to at least get it on the schedule as a special meeting. If we need it, we have it, and if we don't, I can just say that there's no need for it, let's move forward with it. CFO John Roskos, stated it would actually be a regular meeting 'cause we already, our ordinance allows for a second regular meeting, so we don't have to notice it separately. They just have to vote on it at this meeting. Mayor Coss stated we would be able to have some conversation, whether it's legislation or whatever may be the case that requires us to have a quorum as opposed to waiting. Councilman Paul Hlabse raised two concerns- one about council members already serving on multiple committees and requested flexibility regarding meeting times, suggesting weekends instead of weekdays at 6:00 PM. Council ultimately agreed to hold off on scheduling the second meeting until the following month.

Public Comment (comments may be directed to the Mayor or Council Members only, may pertain to any topic specifically discussed at this meeting, and will be limited to 3 minutes):

Larry Hackley, 4015 Center Road, spoke during public comment regarding the assessment notice for sidewalks and street lighting published in the newspaper, noting a lack of public awareness regarding the payment method changes. Stating he wanted to bring it to our attention. The other thing he wanted to ask about was whether or not we purchased a new truck or not yet. Mayor Coss replied to resident Larry Hackley stating that we did that earlier this year and he received an update from the road department on Tuesday morning or Monday morning, it's at the shop location, the distributor they are now starting to do the framework and all that getting it all to place. Their goal is to have it done by the middle of next month, October. Then at that point it would be to get the details and all. The goal is to have it hopefully by mid-November, but they can't really schedule the second phase until the first phase is complete.

CFO John Roskos, clarified that the assessment historically listed only street lighting, but future tax bills will show two separate line items (street lighting assessment and sidewalk assessment) for the same amount. John explained that property owners have historically had the ability to pay the assessment early within a 30-day period before certification by the auditor (with September 14th deadline), and that the village has improved notice procedures to clarify the existing legal process.

Ashley Hacking, 3937 Charles Way, spoke during public comment stating there's been a lot of conversations tonight about the park, amazing things are happening over at the park. I know a lot of it is due to Councilwoman Jenkins. She has worked really, really hard over there to make the park amazing. Ashley raised safety concerns regarding the park's playground, especially noting that the wood mulch and stuff needs to be at the right depth, stating she knows a lot of playgrounds will install a meter that's in there so that you can actually see when it's missing and it's not at the right levels, that you fill it. Ashley stated she did a walk over and took some pictures she passed around, stating you can see that it's not where it should be. The fill depth had dropped below recommended safety levels and suggesting the installation of depth markers to monitor mulch levels for children's safety. With the fall festival, a lot of kids, a lot of

activities. The main focus that we're talking about, that we want people to go the park. We want kids at the park. Let's really put a focus on making sure our playground is really, really safe for the kids at the park. Ashley closed her comment noting she just wanted to bring it to the attention of council that let's not forget about the playground and the schools.

Mike Glover, 3967 Manchester spoke during public comment commending Bentley Excavating, they did a phenomenal job. Mike asked if they would return to fill in the sides of the sidewalks, to which the mayor confirmed yes. The second thing is the parking ban and he raised concerns about the timing window between the morning sidewalk-blocking ban and the blocking sidewalks ban creating a brief window where residents moving vehicles might technically violate the law, stating it's his opinion you need to have a bit of a time frame there where they have time to move their vehicle into the driveway and then again in the morning out onto the street.

Additionally, Mike inquired about discussions regarding a ban on Flock safety cameras, to which the Mayor Coss responded there has not been any discussion, that he's been following that very closely. Mayor Coss also stated there are a couple over now right before you get on the highway and he knows a couple municipalities, he believes they're in Northeast Ohio, their council has made a motion and are doing away with their contracts. It is something that I'm going to be discussing with council and something that I've been following very closely. Mike responded that he recommended that you all take a look at it because it is very, I understand you're in public and the fourth amendment and all you don't have the right to privacy in public, but there's also a point where it becomes too extreme and I think it's getting to that point.

Mike addressed tree removals that was discussed in tonight's meeting, stating he understands the right of way. We passed an ordinance saying that if a tree is in someone's yard, whether it's in the right of way or not, it's the homeowner's responsibility. We've told people in the past that we will not take down the tree, even though it was in the right of way, and they had to pay for it themselves. Stating we need to figure it out because we can't keep going back and forth. Mayor Coss addressed that is the reason why he's meeting with Graham because that was the same conversation that I had with the exact residents on Harper Street after talking to former Mayor Gessic two years ago about the same trees. Mike Glover explained to Curtis that the 49-foot right-of-way Councilwoman Jenkins mentioned is the total distance, meaning about 24 and a half feet from the center line each way — not 50 feet into someone's yard as Curtis had been concerned about earlier. Mike stated he didn't think we have an ordinance saying that; he thinks what the tree committee had done was they put together a bunch of trees that could be planted; they went and planted trees everywhere throughout this village back when Larry Logan was Mayor. Councilman Curtis and Councilwoman Becky both replied this was before there time. Mayor Coss addressed Mike, saying he didn't want to cut him short, so he will give him another minute.

Mike addressed his concern with what Councilwoman Jenkins brought up about the proposed Santa hiring cost, expressing concern over paying \$350 when a long-standing volunteer had previously offered to fill the role and had been filling the roll since the beginning, and at the January council meeting, he said he would be willing to do that. Mike stated he would hope that we're not paying \$350 for a Santa because of who this person is and what position they used to hold in this village. Mayor Coss stated in fairness, we are at the very early stages. Pam and I

met about this maybe a week or so ago at which point we didn't go into any great details... No decisions have been made as to who's going to be the Santa or even if it was going to be approved by council. So, Councilman Farley brought up some good points and those will be discussions that council will have as to what that looks like before it's completely finalized.

Kristy Cowling, 3891 Center Rd, commented during public comment asking if we could have the street lights that actually work, reporting that a street road light near the road department and basketball court has not worked for about 15 years. Mike Glover explained that anyone can report an out-street light on First Energy's website by providing the six-digit telephone pole number or the nearby house address.

Executive Sessions (if needed)

Councilman Brian Farley made a motion to enter into executive session to consider the appointment the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official. Councilman Brian stated he would like to invite members of council, John Roskos and Mr. Graham and excuse the mayor, and everybody else. No action will be taken afterwards. **Motion seconded by Curtis Curd.** **Roll call:** Brian— Yes; Pam — Yes; John- Yes; Becky — Yes; Paul- Yes; Curtis Curd — Yes. **Motion approved 6-0.**

Executive Session began at 7:40 PM.

Councilman Curtis Curd made a motion to enter into regular session; Motion seconded by Brian Farley. **Roll call:** Brian— Yes; Pam — Yes; John- Yes; Becky — Yes; Paul- Yes; Curtis Curd — Yes. **Motion approved 6-0.**

Regular Session resumed at 8:21 PM.

Adjournment:

Councilman Brian Farley made a motion to adjourn the regular meeting; **Motion seconded by Paul Hlabase.** **Roll call:** Brian— Yes; Pam — Yes; John- Yes; Becky — Yes; Paul- Yes; Curtis Curd — Yes. **Motion approved 6-0.**

Meeting adjourned at 8:22 PM.

The next Regular Council Meeting will be Thursday, October 8, 2026 at 6:00 PM.

Called by: Mayor Elias Coss

Purchases and Approvals- October 8, 2026 Council Meeting

VILLAGE OF PERRY, LAKE COUNTY

10/1/2026 1:58:18 PM

Payment Listing

UAN v2026.2

9/4/2026 to 10/1/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
568-2026	09/10/2026	09/08/2026	EP	Malcolm Battiato	\$2,543.32	O
569-2026	09/10/2026	09/08/2026	EP	Michael J. Collins	\$2,121.51	O
570-2026	09/10/2026	09/08/2026	EP	Patrick Evans	\$61.63	O
571-2026	09/10/2026	09/08/2026	EP	Sebrina M Gama	\$873.43	O
572-2026	09/10/2026	09/08/2026	EP	William F Hoegler II	\$810.56	O
573-2026	09/10/2026	09/08/2026	EP	John Lee Jacobson	\$1,353.06	O
574-2026	09/10/2026	09/08/2026	EP	Michael Todd Klugh	\$856.23	O
575-2026	09/10/2026	09/08/2026	EP	Matthew J Moore	\$2,512.87	O
576-2026	09/10/2026	09/08/2026	EP	Michael V Orf	\$2,545.74	O
577-2026	09/10/2026	09/08/2026	EP	John H Roskos	\$1,689.95	O
578-2026	09/10/2026	09/08/2026	EP	Daniel T Shook	\$2,496.77	O
579-2026	09/10/2026	09/08/2026	EP	Nathanial D.L. Stone	\$2,838.69	O
580-2026	09/10/2026	09/08/2026	EP	Todd R West	\$38.95	O
581-2026	09/10/2026	09/08/2026	EP	Cory Whitt	\$164.62	O
582-2026	09/10/2026	09/08/2026	EP	Daniel L Wyatt	\$961.89	O
585-2026	09/10/2026	09/08/2026	EW	Federal Tax Payee	\$4,390.68	O
586-2026	09/08/2026	09/08/2026	CH	CHRISTIAN GRAY	\$50.00	O
587-2026	09/08/2026	09/08/2026	CH	Daniel Shook	\$50.00	O
588-2026	09/10/2026	09/08/2026	EW	Ohio Public Employees Retirement System	\$6,359.97	O
589-2026	09/10/2026	09/08/2026	EW	Ohio Police & Fire Pension Fund	\$11,252.15	O
590-2026	09/14/2026	09/14/2026	CH	CO-OPS FOR THE STATE OF OHIO	\$70.46	O
591-2026	09/14/2026	09/14/2026	EW	DELTA DENTAL	\$8.60	O
592-2026	09/14/2026	09/14/2026	CH	DELTA DENTAL	\$69.12	O
593-2026	09/14/2026	09/14/2026	CH	THE ILLUMINATING COMPANY	\$143.69	O
594-2026	09/15/2026	09/15/2026	CH	PERRY JEDD	\$33,418.23	O
595-2026	09/18/2026	09/21/2026	CH	CHARTER COMMUNICATIONS	\$139.99	O
596-2026	09/21/2026	09/21/2026	CH	Monarch Sani Services	\$234.00	O
597-2026	09/24/2026	09/21/2026	EP	Malcolm Battiato	\$2,407.79	O
598-2026	09/24/2026	09/21/2026	EP	Michael J. Collins	\$2,145.61	O
599-2026	09/24/2026	09/21/2026	EP	Elias A Coss	\$918.39	O
600-2026	09/24/2026	09/21/2026	EP	Curtis N Curd	\$297.67	O
601-2026	09/24/2026	09/21/2026	EP	Brian J Farley	\$365.10	O
602-2026	09/24/2026	09/21/2026	EP	Sebrina M Gama	\$868.56	O
603-2026	09/24/2026	09/21/2026	EP	Ron Graham	\$1,997.05	O
604-2026	09/24/2026	09/21/2026	EP	Christian Gray	\$1,401.67	O
605-2026	09/24/2026	09/21/2026	EP	Paul J Hlabse	\$470.93	O
606-2026	09/24/2026	09/21/2026	EP	William F Hoegler II	\$698.39	O
607-2026	09/24/2026	09/21/2026	EP	John Lee Jacobson	\$1,501.28	O
608-2026	09/24/2026	09/21/2026	EP	Pamela Jenkins	\$310.97	O
609-2026	09/24/2026	09/21/2026	EP	Matthew J Moore	\$3,049.69	O
610-2026	09/24/2026	09/21/2026	EP	John J Nicely	\$297.67	O
611-2026	09/24/2026	09/21/2026	EP	Michael V Orf	\$1,774.55	O
612-2026	09/24/2026	09/21/2026	EP	John H Roskos	\$1,689.95	O
613-2026	09/24/2026	09/21/2026	EP	Rebecca Shimko	\$297.67	O
614-2026	09/24/2026	09/21/2026	EP	Daniel T Shook	\$2,496.77	O
615-2026	09/24/2026	09/21/2026	EP	Nathanial D.L. Stone	\$2,306.62	O

Payment Listing

UAN v2026.2

9/4/2026 to 10/1/2026

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
616-2026	09/24/2026	09/21/2026	EP	Cory Whitt	\$325.22	O
617-2026	09/24/2026	09/21/2026	EP	Daniel L Wyatt	\$50.86	O
620-2026	09/24/2026	09/21/2026	EW	ODJFS	\$314.46	O
621-2026	09/24/2026	09/21/2026	EW	Federal Tax Payee	\$4,543.93	O
622-2026	09/24/2026	09/21/2026	EW	RITA Municipal Income Tax	\$1,377.39	O
623-2026	09/24/2026	09/21/2026	EW	State Tax Payee	\$1,733.25	O
624-2026	09/23/2026	09/23/2026	CH	VISA	\$522.64	O
625-2026	09/24/2026	09/24/2026	CH	CHARTER COMMUNICATIONS	\$44.82	O
626-2026	09/29/2026	09/29/2026	CH	JP WRIGHT	\$300.00	O
627-2026	10/01/2026	10/01/2026	CH	CHARTER COMMUNICATIONS	\$113.52	O
628-2026	10/01/2026	10/01/2026	EW	Village of Perry	\$541.12	O
629-2026	10/01/2026	10/01/2026	CH	SummaCare (Apex Benefits)	\$4,160.64	O
28637	09/10/2026	09/08/2026	PR	Charles Eisenhart II	\$642.37	O
28638	09/10/2026	09/08/2026	PR	Pasquale Giannell	\$203.46	O
28639	09/10/2026	09/08/2026	PR	Michael Ryan	\$336.31	O
28640	09/10/2026	09/10/2026	AW	Madison Ace Hardware	\$212.50	O
28641	09/10/2026	09/10/2026	AW	CHARDON WELDING INC	\$3,636.50	O
28642	09/10/2026	09/10/2026	AW	LAKE COUNTY CENTRAL COMMUNIATION	\$9,434.40	O
28643	09/10/2026	09/10/2026	AW	PUBLIC ENTITIES POOL	\$165.00	O
28644	09/10/2026	09/10/2026	AW	Osborne Concrete & Stone Co.	\$352.80	O
28645	09/10/2026	09/10/2026	AW	O'REILLY AUTO PARTS	\$77.30	O
28646	09/10/2026	09/10/2026	AW	X Press Printing Services Inc.	\$59.50	O
28647	09/11/2026	09/11/2026	AW	CIVIL & ENVIRONMENTAL CONSULTANTS,	\$2,113.56	O
28648	09/11/2026	09/11/2026	AW	Metropolitan Veterinary Hospital	\$2,703.45	O
28649	09/11/2026	09/11/2026	AW	SBJ Consulting, LLC	\$1,882.52	O
28650	09/14/2026	09/14/2026	AW	CJ Business Forms	\$309.50	O
28651	09/14/2026	09/14/2026	AW	Ohio School Resource Officers Association	\$110.00	O
28652	09/15/2026	09/15/2026	AW	Lake County Information Technology	\$3,298.00	O
28653	09/15/2026	09/15/2026	AW	21ST CENTURY MEDIA-OHIO	\$108.30	O
28654	09/16/2026	09/16/2026	AW	ATWELL'S POLICE & FIRE EQUIPMENT	\$72.00	O
28655	09/16/2026	09/16/2026	AW	CSJ TECHNOLOGIES	\$99.00	O
28656	09/17/2026	09/17/2026	AW	Car Barn Automotive Inc.	\$77.50	O
28657	09/17/2026	09/17/2026	AW	Robison Equipment	\$2,704.19	O
28658	09/18/2026	09/18/2026	AW	Barb Howley	\$185.00	O
28659	09/21/2026	09/21/2026	AW	D.B. Bentley Inc	\$134,437.27	O
28660	09/24/2026	09/21/2026	PR	Charles Eisenhart II	\$470.39	O
28661	09/24/2026	09/21/2026	PR	Pasquale Giannell	\$271.28	O
28662	09/24/2026	09/21/2026	PR	Michael Ryan	\$68.71	O
28663	09/23/2026	09/23/2026	AW	D.B. Bentley Inc	\$66,156.00	O
28664	09/28/2026	09/28/2026	AW	ATWELL'S POLICE & FIRE EQUIPMENT	\$766.50	O
28665	09/28/2026	09/28/2026	AW	Spradlin Services Co.	\$240.00	O
28666	09/28/2026	09/28/2026	AW	King's Towing	\$125.00	O
28667	09/30/2026	09/30/2026	AW	LAKE COUNTY RECORDER	\$63.00	O
Total Payments:					\$348,761.60	
Total Conversion Vouchers:					\$0.00	

Payment Listing

9/4/2026 to 10/1/2026

Total Less Conversion Vouchers: \$348,761.60

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.



Perry Village Police Department

3758 Center Rd. Perry, Ohio 44081

Chief Dan Shook

Office # 440-259- 5004 Dispatch # 440-350-2794



Perry Village Police Department

Monthly Activity Statistics – September 2026

Reporting Period: September 1, 2026 – September 30, 2026

Nature of Call	Total
ADMINISTRATIVE	5
BUSINESS CHECK	140
ASSIST	32
SCHOOL LOCKDOWN	1
COMMUNITY POLICING	21
TRAFFIC COMPLAINT	7
ALARM	1
SCHOOL LOCKDOWN DRILL	1
JUVENILE	5
SUSPICIOUS CIRCUMSTANCES	2
GOLF CART REGISTRATION	1
TRAFFIC STOP VERBAL WARNING	32
TRAFFIC STOP CITATION ISSUED	30
INFORMATION	1
SPECIAL DETAIL	3
WELFARE CHECK	1
NOISE COMPLAINT	4
SUSPICIOUS VEHICLE	3
LOCK OUT	2
ACCIDENT PRIVATE PROPERTY	2
ACCIDENT PROPERTY DAMAGE	2
PATROL (Extra)	3
TRAFFIC DETAIL	3



Perry Village Police Department

3758 Center Rd. Perry, Ohio 44081

Chief Dan Shook

Office # 440-259- 5004 Dispatch # 440-350-2794



Nature of Call	Total
INVESTIGATION	2
THREAT	1
CIVIL	3
SUSPICIOUS PERSON	2
BURGLARY	1
PARKING VIOLATION	2
HARASSMENT	2
COMPUTER CRIMES	1
ANIMAL	1
K9 Deployment	1

Highlights

- **Total Calls for Service: 319**

Top Five Call Types

1. Business Checks – **140**
2. Assists – **32**
3. Traffic Stops – Verbal Warnings – **32**
4. Traffic Stops – Citations Issued – **30**
5. Community Policing – **21**



Perry Village Police Department

3758 Center Rd. Perry, Ohio 44081

Chief Dan Shook

Office # 440-259- 5004 Dispatch # 440-350-2794



Monthly Overview

The Perry Village Police Department responded to **319 calls for service** during August 2026. Patrol officers remained proactive throughout the month, conducting **140 business checks**, **20 community policing activities**, and **62 traffic enforcement stops** consisting of **30 citations** and **32 verbal warnings**. K9 Pio was utilized to assist Painesville Police Dept, where he was instrumental in the capture of robbery suspects. Good work to Pio and Lt Collins.

There were several training sessions attended by the department last month. This included a Mass Casualty Incident (MCI) drill that was sponsored by the Lake County Sheriff's Office at the Lake County Fairgrounds. The police department also participated in the lock-down drills at the Perry Schools.

The first two weekends in October, the department is sponsoring active shooter training through ALERRT (Advanced Law Enforcement Rapid Response Training). The ALERRT mission and vision are to provide the best research-based active shooter response training in the nation to save lives and protect communities. The Madison School District has graciously provided access to the empty Redbird Middle School so officers can participate in this training. This training is free for all officers who attend.

Recognition

I would like to recognize Detective Jake Jacobson. Sgt Mike Orf informed me of a call where Officer Jacobson was able to assist a resident with a civil matter. Officer Jacobson is always willing to go out of his way to assist those in need.

Additionally

K9 Pio's surgery has been delayed by the veterinarian. Surgery is now scheduled for October 5. We will keep you updated on Pio's progress and recovery.

It was great to see the attendance at the Perry Fall Festival. I appreciated seeing the community support for the event. The fireworks display made a great finale to the evening.

There is something special about seeing the community come together, especially for the schools. This was my first year experiencing the homecoming parade. I was happy to experience another great community event.

Finally, not only did officers attend training, but we also provided training. Officer Moore, Detective Jacobson, and I delivered CRASE (Civilian Response to Active Shooter Event) training to the Great Day Childcare and Learning Center. The Great Day staff were instructed on how to respond to an active attack incident.

I will be attending the new police chief's class from October 4 through October 9. Lt Mike Collins will be filling in during my absence. I will be available by email or cell phone during the week.

Respectfully Submitted,

Dan Shook, Chief

Perry Village Police Department

Perry Village Council Meeting – 10/08/2026

- Green Street Waterline project started. Will continue through the end of October. Will likely continue beyond the end of October as Bentley had to address an emergency at Lubrizol
- Manchester Road Bridge- Bridge construction is on-going. County is saying it will open by mid-November, but I think they will hit the 10/31 date.
 - We were able to get the guard rail changed to something less obtrusive.
- Main Street Pedestrian railing- the draft plan has been sent to the fabricator of a quote. Working with the county for delineators between the sidewalk and roadway. The county will be installing delineators on Harper Street. We can try to use the same delineators on Main so that the parts are interchangeable. Might even be able to work out where we removed the vertical “slats” during plowing season.
- Maple Street Pot Hole: Norfolk Southern has taken ownership of the culvert. They will include it on their capital plan, but it likely will not be replaced until 2028. When we pave Maple Street next year, we will not pave between the Norfolk Southern siding (north) and their main line (south). When they replace the culvert, they will pave that area.
- OPWC- Main/Thompson/Harper just fell short of funding line for main program but will score well in Small Government. Grant + \$218,400, 0% interest loan= \$150,000. Final applications are due 10/23 to Lake County. Small government application will be submitted at a later date.
- Main Street storm lateral in front of AMVETS was jetted on 10/1. Performed through stormwater.
- When we resurface Harper Street, we will work with the engineer’s office to install a waterproofing membrane over the Harper Street Bridge. They would be willing to fund the membrane.

RESOLUTION NO. 45-2026

**A RESOLUTION AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF
PERRY, OHIO, TO TRANSFER TWELVE THOUSAND THREE HUNDRED
TWELVE DOLLARS AND FIFTY CENTS (\$12,312.50) FROM
THE GENERAL FUND (1000) TO THE DEBT SERVICE FUND (3101)
AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Perry, Ohio, wishes to continue to provide for the fair and timely payment of the debts and obligations of the Village; and

WHEREAS, Council has been advised that it has been recommended that said transfer be completed to provide for same; and,

WHEREAS, Council finds it in the best interests of the residents of the Village to provide for said transfer.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF
PERRY, COUNTY OF LAKE, STATE OF OHIO:**

Section 1. That the Fiscal Officer of the Village is hereby authorized and directed to transfer, on or before the 31st day of December, 2026, the sum of Twelve Thousand Three Hundred Twelve and 50/100 Dollars (\$12,312.50) from the Village's General Fund (1000) to the Village's Debt Service Fund (3101).

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to insure the proper administration of Village financial affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 46-2026

A RESOLUTION AUTHORIZING THE FISCAL OFFICER OF THE VILLAGE OF PERRY, OHIO, TO TRANSFER FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE GENERAL FUND (1000) TO THE CENTER STREET RECONSTRUCTION FUND (3102) AND DECLARING AN EMERGENCY

WHEREAS, the Village of Perry, Ohio, wishes to continue to provide for the fair and timely payment of the debts and obligations of the Village; and

WHEREAS, Council has been advised that it has been recommended that said transfer be completed to provide for same; and,

WHEREAS, Council finds it in the best interests of the residents of the Village to provide for said transfer.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, STATE OF OHIO:

Section 1. That the Fiscal Officer of the Village is hereby authorized and directed to transfer, on or before the 31st day of December, 2026, the sum of Five Thousand and 00/100 Dollars (\$5,000.00) from the Village's General Fund (1000) to the Center Street Reconstruction Fund (3102).

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to insure the proper administration of Village financial affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

VILLAGE OF PERRY

VILLAGE OF PERRY

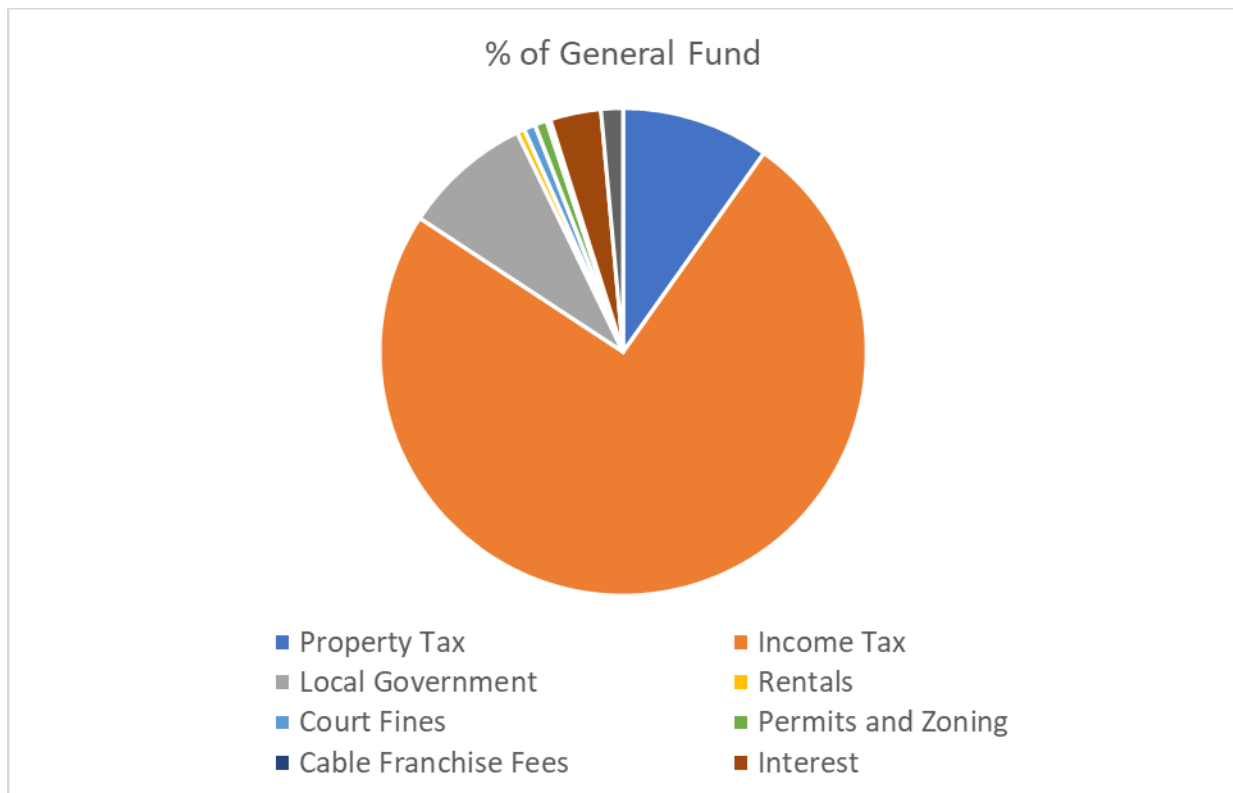
**YEAR 2027
BUDGET**

VILLAGE OF PERRY

REVENUE

VILLAGE OF PERRY

Revenue	2027 Estimate	% of General Fund
Property Tax	\$174,215	9.82%
Income Tax	\$1,321,106	74.44%
Local Government	\$152,100	8.57%
Rentals	\$9,000	0.51%
Court Fines	\$13,500	0.76%
Permits and Zoning	\$14,250	0.80%
Cable Franchise Fees	\$4,600	0.26%
Interest	\$60,000	3.38%
Miscellaneous	\$26,000	1.46%
Total	\$1,774,771	100.00%



VILLAGE OF PERRY

APPROPRIATIONS

VILLAGE OF PERRY

Department	2027 Appropriation	% Budget 2026	% of Revenue 2027
Police	\$897,523.00	49.53%	50.57%
Capital Improvements- Other	\$92,000.00	5.08%	5.18%
Road*	\$219,631.00	12.12%	12.38%
Parks **	\$40,950.00	2.26%	2.31%
Miscellaneous	\$99,300.00	5.48%	5.60%
Fiscal Officer Department	\$87,438.00	4.83%	4.93%
Village Hall	\$58,150.00	3.21%	3.28%
Council Budget	\$83,133.60	4.59%	4.68%
Legal	\$108,697.00	6.00%	6.12%
Zoning	\$25,960.00	1.43%	1.46%
Mayor's Office	\$59,298.00	3.27%	3.34%
Other Financing Uses	\$40,000.00	2.21%	2.25%
TOTAL	\$1,812,080.60	100.00%	102.10%
*Included plow truck in 2026			
**Included pickleball courts in 2026			

VILLAGE OF PERRY

RESOLUTION 47-2026

A RESOLUTION APPROVING THE PERMANENT APPROPRIATIONS FUNDS FOR THE VILLAGE OF PERRY, OHIO FOR THE YEAR 2027 AND DECLARING AN EMERGENCY

WHEREAS, Council has been advised that it is necessary at this time to appropriate money in all funds used by the Village of Perry, Ohio so that proper and necessary expenditures may be made; and

WHEREAS, Council has been further advised that said Permanent Appropriations for the Village's fiscal year 2027 shall not be effective until it has approved same; and

WHEREAS, Council finds it is to be in the best interests of the residents of the Village that such Appropriations be authorized and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, effective the 1st day of January 2027, the Permanent Appropriations for the fiscal year 2027 of the Village of Perry, Ohio [as are more specifically set forth in Exhibit A, a document that is attached hereto and made a part hereof], are hereby approved and authorized.

Section 2. That during the 2027 Fiscal Year, the Fiscal Officer is authorized to make transfers up to \$5,000 within departments, excluding those between "Personnel" related line items and "Other Expense" line items.

Section 3. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and prudent administration of Village affairs. Said resolution is necessary for the immediate preservation of the public, peace, health, safety and welfare of the inhabitants of the Village of Perry.

WHEREAS, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

VILLAGE OF PERRY

Exhibit “A” (Continued)

Year 2027 Budget Explanation of Funds

1000 General- This fund accounts for and reports all financial resources non-restricted accounted for and reported in another fund.

2011 Street Construction, Maintenance and Repair- This fund is restricted. You are allowed to spend money pertaining to the construction, maintenance and repair of Village roads.

2021 Road and Bridge- This fund receives personal property tax money for constructing, maintaining and repairing Village road and bridges. This fund is no longer active, as the levy expired.

2041 Parks and Recreation- The park and recreation fund accounts for and reports donations to fund for events held at the park. No recent activity in this fund.

2081 Drug Enforcement – This fund is restricted. You are allowed to spend money in this fund for law enforcement costs related to drugs. Revenue for this fund comes from drug offenders’ fines.

2151 Coronavirus Relief Fund- This fund received money for Cares Act Relief (COVID19) for the assistance to in the purchase of protective items and business for lose in revenue do the pandemic. All funds were spent in Year 2021.

2152 American Rescue Plan (ARP) Fund- This fund is restricted. You are required to follow the Federal Guidelines and report to the US Treasury. Eligible uses included Water, Sewer, Broadband Infrastructure, and purchases related to mitigating the spread of Covid-19 and communicable diseases. All funds were encumbered by November 30, 2024; there will be no additional distributions to this Fund.

2271 Police Enforcement and Education- This fund is restricted. You are allowed to spend money in this fund to enforce ORC 4511.19 and to educate the public about driving under the influence. Revenue for this fund comes from fines.

2272 OneOhio Opioid Settlement Fund- This fund is restricted and may only be used for purposes designated by the OneOhio Opioid Settlement, as determined by the Auditor of State (Bulletin 2022-003).

2901 Mayor’s Court Computer Fund- This fund was previously was used by the Mayor’s Court that ended in 2019. Funds were transferred with the approval of the Tax Commissioner to the General Fund in 2025. Fund will be closed after completion of the 2025-2026 Audit or when records no longer need to be retained.

2902 Street Lighting- This fund receives property assessment money for constructing, maintaining, repairing and operating Village Street lights and Sidewalks.

2903 Canine- This fund receives money for donations and transfers from General Fund for the care of the Police Department K-9.

2904 School Resource Officer (SRO)- This fund receives money transfers from General Fund and Perry Local Schools to provide for police officers in the school.

2905 Severance Pay Fund- This fund receives transfers for the general fund to provide payout to employees upon retirement. There is no recent activity in this fund.

VILLAGE OF PERRY

2906 Public Right of Way- This fund previously received permit fees related to construction projects that involved access to the Public Right of Way; there is no recent activity in this fund.

2908 Law Enforcement Professional Training- These funds originate from the Ohio Attorney General's Office and may only be used for continuing education for Peace Officers.

3101 Debt Service- This fund received proceeds from the financing agreement with the Perry Joint Economic Development District (JEDD) and is used to make debt payments for sanitary sewers.

3102 Center Street Reconstruction- This fund receives money from the General Fund to make debt payments for the Center Rd. Year 2015-reconstruction improvements.

3103 Manchester Road- This fund receives money from the General Fund to make debt payments for the Manchester Rd. Year 2018-reconstruction improvements.

3104 Property Purchase- This fund received money from the General Fund to make debt payments for the Perry Local School District for the purchase of property for future development and economic growth. Village paid off the loan in May of Year 2022.

3105 Perry JEDD Bond- This fund received proceeds from the financing agreement with the Perry Joint Economic Development District (JEDD) and is used to make debt payments for costs of constructing of sewer lines, a pump station, related improvements and acquiring real estate and equipment in connection therewith, together with all necessary appurtenances thereto (the improvement).

4901 Capital Projects- This fund receives transfers from the General Fund for capital projects.

4902 Capital Equipment- This fund receives transfer from the General Fund for capital equipment purchased by the Village.

9201 Perry JEDD- The Village of Perry serves as the Fiduciary Agent of the JEDD and receives income tax collected for the JEDD by the Regional Income Tax Agency (RITA); the income is then distributed monthly by the Village to the JEDD.

9902 Mayor's Court- This was used by the Mayor's Court, which was closed in 2019; all remaining funds were transferred in 2025 with the approval of the State of Ohio Tax Commissioner. The fund will be closed after the 2025-2026 Audit or as permitted by our retention schedule.

VILLAGE OF PERRY

CAPITAL EXPENDITURES

(For Information Only)

VILLAGE OF PERRY

(For Information Only)

Potential Year 2027 Major Capital Items

- Village Hall Improvements including potential replacement of windows (originally scheduled for 2026), card access system to enhance security, and landscape improvements.
- Digitization of Village records; we are looking at both outsourced and in-house options- still awaiting pricing information from other vendors
- Police Department- new records management system and mobile units, as well as proposal to purchase 12 standard firearms to ensure operational efficiency; older firearms would be declared surplus. Current Draft budget proposes using funds from the Property Maintenance Fund for these projects; the Fund is permitted to fulfill anything related to the “General Welfare”.
- Continued sidewalk replacement and improvement plan (funded by Street Lighting and General Fund).
- Catch basin replacement/repair and stream clearing in some areas (funded by Lake County Stormwater funds)
- Resurfacing of Green Street (funded by OPWC Grants and Loans, as well as the Street Fund)
- Resurfacing of Maple Street (funded by OPWC Grants and Loans, as well as the Street Fund)
- Charles Way stormwater/drainage improvements (funded by Lake County Stormwater funds); may need to record as memo receipt or add to budget if reimbursement based project

VILLAGE OF PERRY

(For Information Only)

**POLICE AND ROAD
DEPARTMENT
WAGES**

VILLAGE OF PERRY

(For Information Only)

POLICE DEPARTMENT WAGES*

Yearly Wage Amounts							
	Rate	Hours	Base Rate	Medicare	OPERS	Police & Fire	Total
FULL TIME (NON-SRO HOURS)*							
Chief Salary	Salary	2,080.00	\$90,000.00	\$1,305.00	\$0.00	\$17,550.00	\$108,855.00
Lt. Collins	\$40.65	640.00	\$26,016.00	\$377.23	\$0.00	\$5,073.12	\$31,466.35
Canine Handler	\$40.65	169.00	\$6,869.85	\$99.61	\$0.00	\$1,339.62	\$8,309.08
Officer Battiato	\$36.09	640.00	\$23,097.60	\$334.92	\$0.00	\$4,504.03	\$27,936.55
Officer Moore	\$36.09	2,080.00	\$75,067.20	\$1,088.47	\$0.00	\$14,638.10	\$90,793.78
Officer Stone	\$34.51	2,080.00	\$71,780.80	\$1,040.82	\$0.00	\$13,997.26	\$86,818.88
Officer Jacobson	\$36.09	2,080.00	\$75,067.20	\$1,088.47	\$0.00	\$14,638.10	\$90,793.78
PART TIME HOURS							
Additional Coverage for illness, special detail, etc	\$36.09	750.00	\$27,067.50	\$392.48	\$3,789.45	\$0.00	\$31,249.43
Shift Differential (Sgt. Orf)	\$37.84	1,560.00	\$59,030.40	\$855.94	\$8,264.26	\$0.00	\$68,150.60
Shift Differential Others	\$36.84	624.00	\$22,988.16	\$333.33	\$3,218.34	\$0.00	\$26,539.83
OTHER							
HOLIDAY RATE (NOT WORKED)- AVG PER HOUR	\$36.69	440.00	\$16,141.84	\$234.06	\$0.00	\$3,147.66	\$19,523.56
HOLIDAY RATE REGULAR (WORKED)- AVG/HR	\$55.03	132.00	\$7,263.83	\$105.33	\$0.00	\$1,416.45	\$8,785.60
HOLIDAY RATE SHIFT DIFF (WORKED)- AVG/HR	\$56.15	132.00	\$7,412.33	\$107.48	\$0.00	\$1,445.40	\$8,965.21
BUILT-IN OVERTIME OFFICERS REG- AVG/HR	\$55.03	240.00	\$13,206.96	\$191.50	\$0.00	\$2,575.36	\$15,973.82
BUILT-IN OVERTIME OFFICERS SHIFT DIFF- AVG/HR	\$56.15	104.00	\$5,840.02	\$84.68	\$0.00	\$1,138.80	\$7,063.50
BUILT-IN OVERTIME LIEUTENANT	\$60.98	32.00	\$1,951.20	\$28.29	\$0.00	\$380.48	\$2,359.98
OVERTIME REGULAR- AVG/HR	\$55.03	676.00	\$37,199.60	\$539.39	\$0.00	\$7,253.92	\$44,992.92
OVERTIME SHIFT DIFFERENTIAL- AVG/HR	\$56.15	208.00	\$11,680.03	\$169.36	\$0.00	\$2,277.61	\$14,127.00
Total		14,667.00	\$577,680.52	\$8,376.37	\$15,272.05	\$91,375.92	\$692,704.85

*These totals will not match the detailed budget due to rounding; training bonus certificates also are not included above.

VILLAGE OF PERRY

(For Information Only)

ROAD DEPARTMENT WAGES

Yearly Wage Amounts							
Hourly Wages							
	Rate	Hours	Base Rate	Medicare	OPERS	Police & Fire	Total
PART TIME HOURS							
Road Department Regular	\$20.00	2,750.00	\$55,000.00	\$797.50	\$7,700.00	-	\$63,497.50
On-Call Hours (During Winter)	\$25.00	250.00	\$6,250.00	\$90.63	\$875.00	-	\$7,215.63
Snow Plowing Rate	\$26.50	1,200.00	\$31,800.00	\$461.10	\$4,452.00	-	\$36,713.10
Street Commissioner?			\$12,000.00	\$174.00	\$1,680.00	-	\$13,854.00
Total		4,200.00	\$105,050.00	\$1,523.23	\$14,707.00	\$0.00	\$121,280.23

VILLAGE OF PERRY

PAY ORDINANCE FOR 2027

(excludes salaries determined by contract)

VILLAGE OF PERRY

ORDINANCE NO. 2026-14

AN ORDINANCE DOCUMENTING AND RECORDING THE COMPENSATION OF CERTAIN OFFICIALS AND EMPLOYEES OF THE VILLAGE OF PERRY, OHIO DURING FISCAL YEAR 2027, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the provisions of the Codified Ordinances of the Village of Perry, Ohio, as well as the provisions of the Ohio Revised Code, the Village employs certain officials and employees; and

WHEREAS, the Village is required to provide for the annual salaries and wages of certain officials and employees; and

WHEREAS, Council finds it to be in the best interests of the residents of the Village to provide for such at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, LAKE COUNTY, AND STATE OF OHIO:

SECTION 1. That, effective January 1, 2027, the annual salaries and wages of certain officials and employees of the Village are hereby approved as are more specifically set forth in Exhibit A (a two page document that is attached hereto and made a part hereof); and further, are hereby administratively recorded for departmental use.

SECTION 2. That prior salaries and wages in conflict with this Ordinance are hereby repealed.

SECTION 3. That all formal actions of this Council concerning the passage of this ordinance were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be and is passed as an emergency measure, the emergency being the need to manage the financial affairs of the Village in prudent and responsible manner. Said ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry and shall go into effect at the earliest period allowable by law.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER

VILLAGE OF PERRY

ORDINANCE NO. 2026-14 “EXHIBIT A”

JOB CLASSIFICATIONS – SALARY RANGES

The following is a listing of job classifications in which there is included for each job classifications a salary guide to be considered in determining the amount of compensation to be paid to a person filling any such classified positions.

<u>ADMINISTRATIVE POSITIONS*:</u>	<u>SALARY</u>
Mayor	\$13,000.00 or (\$1,083.33 per month)
Council Pro-Tempore	\$ 5,100.00 or (\$425.00 per month)
Council Members	\$ 4,200.00 or (\$350.00 per month)

<u>NON-EXEMPT POSITIONS:</u>	<u>HOURLY RANGE PAY</u>
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POLICE DEPARTMENT

Patrol Officer Step 1	\$	34.00
Patrol Officer Step 2	\$	34.51
Patrol Officer Step 3	\$	35.03
Patrol Officer Step 4	\$	35.55
Patrol Officer Step 5	\$	36.09
Sergeant	\$	37.09
Lieutenant	\$	40.65
Canine Handler	\$	40.65
Shift Differential (Night Shift) Additional/hour	\$	0.75

Additional Compensation for Exceptional Service: In addition to the hourly range pay established for the Police Department, the Mayor is granted the authority to approve a supplementary bonus payment to any police officer contingent upon available appropriated funds. Such payment shall be strictly for the purpose of recognizing outstanding merit, exceptional work, or the assumption of temporary higher-level responsibilities, and shall not permanently alter the officer's established base rate of pay. Any such bonus awarded under this provision shall not exceed a maximum of \$4,000.00 per instance, plus any corresponding employer-mandated benefit contributions (such as OP&F) required by law.

VILLAGE OF PERRY

ROAD DEPARTMENT

Part-Time Road Labor	\$	20.00
Part-Time Snow Plow	\$	26.50
Part-Time Road Labor or Snow Removal On-Call- a minimum 4 hours pay at \$ 25.00 per hour (actual hours are worked are paid in addition to these on-call hours)		
CDL License Additional/hour	\$	2.00

ADMINISTRATION

Administrative Assistant	\$	22.00 to 24.00
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NOTE: See employee handbook for complete explanation for Comp-time, Holiday, Vacation and Sick time on how earn and used, as well as calculation of Overtime Hours.

***Other administrative positions not listed here are governed by separate contracts.**

2027 APPROPRIATION- DRAFT
VILLAGE OF PERRY, LAKE COUNTY
*Expenses through 9/16/2026

Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation	Change	Notes
1000 GENERAL FUND							
POLICE DEPARTMENT							
1000-110-100-1010	Personal Services(Police Chief)	\$150,500.00	\$112,942.89	75.045%	\$90,000.00	-\$60,500.00	No wage changes currently proposed
1000-110-100-1020	Personal Services(Police - Hourly Full/Time)	\$381,474.22	\$214,544.86	56.241%	\$371,725.00	-\$9,749.22	No wage changes currently proposed
1000-110-100-1025	Personal Services(Police-Hourly Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-110-100-1027	Personal Services(Full/Time Training)	\$5,000.00	\$214.38	4.288%	\$5,000.00	\$0.00	
1000-110-100-1030	Personal Services(Police - Hourly Part/Time)	\$110,459.00	\$86,906.44	78.678%	\$109,087.00	-\$1,372.00	No wage changes currently proposed
1000-110-100-1035	Personal Services(Part/Time Training)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-110-100-1050	Personal Services(Police - SRO Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-110-211-1030	Ohio Public Employees Retirement System(Police - Hourly Par)	\$15,500.00	\$12,202.59	78.726%	\$12,054.00	-\$3,446.00	No wage changes currently proposed
1000-110-213-0000	Medicare	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-110-213-1010	Medicare(Police Chief)	\$2,182.00	\$1,631.51	74.771%	\$1,305.00	-\$877.00	No wage changes currently proposed
1000-110-213-1020	Medicare(Police - Hourly Full/Time)	\$5,589.00	\$3,253.54	58.213%	\$5,391.00	-\$198.00	No wage changes currently proposed
1000-110-213-1027	Medicare(Full/Time Training)	\$72.50	\$0.00	0.000%	\$73.00	\$0.50	
1000-110-213-1030	Medicare(Police - Hourly Part/Time)	\$1,605.00	\$1,264.47	78.783%	\$1,582.00	-\$23.00	No wage changes currently proposed
1000-110-215-1010	Ohio Police and Fire Pension Fund(Police Chief)	\$17,275.00	\$6,572.01	38.043%	\$17,550.00	\$275.00	No wage changes currently proposed
1000-110-215-1020	Ohio Police and Fire Pension Fund(Police - Hourly Full/Time)	\$75,153.00	\$41,011.30	54.570%	\$72,487.00	-\$2,666.00	No wage changes currently proposed
1000-110-215-1027	Ohio Police and Fire Pension Fund(Full/Time Training)	\$975.00	\$341.25	35.000%	\$975.00	\$0.00	
1000-110-215-1050	Ohio Police and Fire Pension Fund(Police - SRO Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-110-221-1010	Medical/Hospitalization(Police Chief)	\$55,398.53	\$9,048.40	16.333%	\$0.00	-\$55,398.53	
1000-110-221-1020	Medical/Hospitalization(Police - Hourly Full/Time)	\$45,000.00	\$15,116.12	33.591%	\$50,000.00	\$5,000.00	See SRO Fund
1000-110-223-1010	Dental Insurance(Police Chief)	\$1,550.00	\$236.49	15.257%	\$0.00	-\$1,550.00	
1000-110-223-1020	Dental Insurance(Police - Hourly Full/Time)	\$1,112.00	\$411.87	37.039%	\$2,662.00	\$1,550.00	
1000-110-224-1010	Vision Insurance(Police Chief)	\$378.00	\$57.46	15.201%	\$0.00	-\$378.00	
1000-110-224-1020	Vision Insurance(Police - Hourly Full/Time)	\$804.00	\$79.93	9.942%	\$1,182.00	\$378.00	
1000-110-228-0000	Health Care Reimbursement	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-110-228-1020	Health Care Reimbursement(Police - Hourly Full/Time)	\$20,000.00	\$10,020.04	50.100%	\$20,000.00	\$0.00	
1000-110-270-0000	Uniforms and Clothing	\$16,500.00	\$1,982.50	12.015%	\$10,000.00	-\$6,500.00	
1000-110-300-0000	Contractual Services	\$13,500.00	\$3,697.00	27.385%	\$13,500.00	\$0.00	Includes Axon, Gene Ptlacek, Aladtech and Lake County IT, RM5??
1000-110-321-3210	Telephone(Cell Phone)	\$600.00	\$275.00	45.833%	\$600.00	\$0.00	
1000-110-321-3220	Telephone(Dispatching/MTD's)	\$51,250.00	\$34,472.70	67.264%	\$64,250.00	\$13,000.00	Contractual increase; includes dispatch, backbone, Firstnet
1000-110-348-0000	Training Services	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	Moved to Fund 2908 in 2026
1000-110-348-1010	Training Services(Police Chief)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	Moved to Fund 2908 in 2026
1000-110-348-3485	Training Services(Range Usage)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	Moved to Fund 2908 in 2026
1000-110-349-0000	Other - Professional and Technical Services	\$9,500.00	\$1,615.00	17.000%	\$3,600.00	-\$5,900.00	
1000-110-391-0000	Dues and Fees	\$1,000.00	\$465.00	46.500%	\$1,000.00	\$0.00	
1000-110-420-0000	Operating Supplies and Materials	\$1,500.00	\$650.20	43.347%	\$1,500.00	\$0.00	
1000-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$12,000.00	\$6,998.03	58.317%	\$12,000.00	\$0.00	
1000-110-433-0100	Repairs and Maintenance of Motor Vehicles(Fuel & Oil)	\$14,000.00	\$8,377.26	59.838%	\$14,000.00	\$0.00	
1000-110-440-0000	Small Tools and Minor Equipment	\$4,000.00	\$1,000.00	25.000%	\$4,000.00	\$0.00	
1000-110-540-0000	Machinery, Equipment and Furniture	\$20,000.00	\$11,534.17	57.671%	\$12,000.00	-\$8,000.00	Replacement of 2 Police Radios
1000-110-550-0000	Motor Vehicles	\$73,000.00	\$71,676.00	98.186%	\$0.00	-\$73,000.00	
MISCELLANEOUS							
1000-210-640-0000	Payment to Another Political Subdivision	\$25,000.00	\$24,890.00	99.560%	\$18,000.00	-\$7,000.00	LC Dept Health; refund proposed for 2027
1000-230-600-0000	*Other Assistance to Needy-Other*	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	Indigent Burial Line-item
PARKS DEPARTMENT							
1000-310-311-0000	Electricity	\$1,500.00	\$715.68	47.712%	\$1,650.00	\$150.00	
1000-310-312-0000	Water and Sewage	\$3,000.00	\$2,037.54	67.918%	\$3,300.00	\$300.00	
1000-310-390-0000	Other Contractual Services	\$5,000.00	\$900.00	18.000%	\$5,000.00	\$0.00	
1000-310-398-0000	Garbage and Trash Removal	\$1,500.00	\$762.91	50.861%	\$1,500.00	\$0.00	
1000-310-420-0000	Operating Supplies and Materials	\$3,000.00	\$216.58	7.219%	\$3,000.00	\$0.00	
1000-310-420-3000	Operating Supplies and Materials(Parks Committee)	\$850.00	\$423.10	49.776%	\$850.00	\$0.00	Committee Events
1000-310-510-0000	Land and Land Improvements	\$7,000.00	\$2,565.39	36.648%	\$7,000.00	\$0.00	Gravel replacement at Park and Playground Mulch
1000-310-510-3000	Land and Land Improvements(Parks Committee)	\$1,150.00	\$57.77	5.023%	\$1,150.00	\$0.00	Meadow signs, garden supplies, reseeding, etc
1000-310-530-0000	Buildings and Other Structures	\$15,000.00	\$9.97	0.066%	\$7,500.00	-\$7,500.00	Pavilion Roof Repairs
1000-310-530-7160	Buildings and Other Structures (Pickleball)	\$87,000.00	\$73,311.73	84.266%	\$5,000.00	-\$82,000.00	Maintenance of Pickleball Courts
1000-310-640-0000	Payment to Another Political Subdivision	\$5,000.00	\$5,000.00	100.000%	\$5,000.00	\$0.00	
ZONING DEPARTMENT							
1000-410-100-0000	Personal Services	\$19,800.00	\$13,350.00	67.424%	\$19,800.00	\$0.00	No wage changes currently proposed
1000-410-211-0000	Ohio Public Employees Retirement System	\$2,772.00	\$2,058.00	74.242%	\$2,772.00	\$0.00	No wage changes currently proposed
1000-410-213-0000	Medicare	\$288.00	\$191.44	66.472%	\$288.00	\$0.00	No wage changes currently proposed
1000-410-252-0000	Travel and Transportation	\$600.00	\$450.00	75.000%	\$600.00	\$0.00	
1000-410-322-0000	Postage	\$300.00	\$7.41	2.470%	\$500.00	\$200.00	
1000-410-325-0000	Advertising	\$500.00	\$195.25	39.050%	\$500.00	\$0.00	for Public Notices
1000-410-346-0000	Engineering Services	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-410-349-0000	Other - Professional and Technical Services	\$1,500.00	\$0.00	0.000%	\$1,500.00	\$0.00	
Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation	Change	Notes

ROAD DEPARTMENT

1000-620-100-6210 Personal Services(Road Full/Time)	\$12,603.20	\$12,659.73	100.449%	\$0.00	-\$12,603.20	No wage changes currently proposed
1000-620-100-6220 Personal Services(Road Part/Time)	\$86,399.80	\$66,198.79	76.619%	\$105,050.00	\$18,650.20	No wage changes currently proposed; Street Commissioner
1000-620-211-6210 Ohio Public Employees Retirement System(Road Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-620-211-6220 Ohio Public Employees Retirement System(Road Part/Time)	\$12,181.00	\$9,209.41	75.605%	\$14,707.00	\$2,526.00	No wage changes currently proposed
1000-620-213-6210 Medicare(Road Full/Time)	\$182.74	\$182.74	100.000%	\$0.00	-\$182.74	No wage changes currently proposed
1000-620-213-6220 Medicare(Road Part/Time)	\$1,253.26	\$963.15	76.852%	\$1,524.00	\$270.74	No wage changes currently proposed
1000-620-215-6210 Ohio Police and Fire Pension Fund(Road Full/Time)	\$2,340.00	\$449.99	19.230%	\$0.00	-\$2,340.00	No wage changes currently proposed
1000-620-221-6210 Medical/Hospitalization(Road Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-620-223-6210 Dental Insurance(Road Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-620-224-6210 Vision Insurance(Road Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-620-270-0000 Uniforms and Clothing	\$1,200.00	\$0.00	0.000%	\$1,200.00	\$0.00	
1000-620-311-0000 Electricity	\$2,000.00	\$1,211.69	60.585%	\$2,200.00	\$200.00	Electricity rates up 10-15%
1000-620-312-0000 Water and Sewage	\$2,000.00	\$1,288.95	64.448%	\$2,200.00	\$200.00	
1000-620-313-0000 Natural Gas*	\$2,500.00	\$2,276.88	91.075%	\$3,500.00	\$1,000.00	
1000-620-321-6210 Telephone(Road Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-620-348-0000 Training Services	\$250.00	\$0.00	0.000%	\$250.00	\$0.00	
1000-620-392-0000 Buildings and Other Structures	\$4,000.00	\$2,217.68	55.442%	\$4,000.00	\$0.00	
1000-620-399-0000 Other - Other Contractual Services	\$1,000.00	\$0.00	0.000%	\$1,000.00	\$0.00	
1000-620-420-0000 Operating Supplies and Materials	\$5,000.00	\$3,333.09	66.662%	\$5,000.00	\$0.00	
1000-620-420-0100 Operating Supplies and Materials(Fuel & Oil)	\$7,000.00	\$4,784.03	68.343%	\$7,000.00	\$0.00	YTD Includes prior year encumbrances
1000-620-432-0000 Repairs and Maintenance of Machinery & Equip	\$19,000.00	\$18,113.72	95.335%	\$12,000.00	-\$7,000.00	YTD Includes prior year encumbrances
1000-620-433-0000 Repairs and Maintenance of Motor Vehicles	\$14,580.00	\$16,204.43	111.141%	\$12,000.00	-\$2,580.00	
1000-620-440-0000 Small Tools and Minor Equipment	\$2,500.00	\$1,984.68	79.387%	\$2,500.00	\$0.00	
1000-620-550-0000 Motor Vehicles	\$270,000.00	\$0.00	0.000%	\$0.00	-\$270,000.00	
1000-620-555-0000 Streets, Highways, Sidewalks and Curbs	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-620-600-0000 Other	\$420.00	\$420.00		\$500.00		
1000-630-420-0000 Operating Supplies and Materials	\$45,000.00	\$17,353.97	38.564%	\$45,000.00	\$0.00	Salt at \$61.10/ton, includes school salt

SEWERS

1000-640-346-0000 Engineering Services	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-640-431-0000 Repairs and Maintenance of Buildings and Land	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	

MAYOR'S OFFICE

1000-710-131-0000 Salary- Administrator	\$0.00	\$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-161-0000 Salary - Mayor	\$13,000.00	\$8,774.98	67.500%	\$13,000.00	\$0.00	
1000-710-162-0000 Salaries- Mayor's Staff	\$35,000.00	\$7,305.35	20.872%	\$35,000.00	\$0.00	No wage changes currently proposed
1000-710-211-0000 Ohio Public Employees Retirement System	\$6,800.00	\$1,725.22	25.371%	\$6,800.00	\$0.00	
1000-710-213-0000 Medicare	\$698.00	\$177.89	25.486%	\$698.00	\$0.00	
1000-710-221-0000 Medical/Hospitalization	\$0.00	\$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-223-0000 Vision Insurance	\$0.00	\$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-224-0000 Dental Insurance	\$0.00	\$0.00	#DIV/0!			Included for discussion-salary/benefits would need TBD by Council
1000-710-252-0000 Travel and Transportation	\$700.00	\$256.90	36.700%	\$700.00	\$0.00	
1000-710-252-7101 Travel and Transportation(Luncheon Meetings)	\$1,500.00	\$0.00	0.000%	\$1,500.00	\$0.00	
1000-710-270-0000 Uniforms and Clothing	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-710-348-0000 Training Services	\$1,500.00	\$275.00	18.333%	\$1,500.00	\$0.00	
1000-710-391-0000 Dues and Fees	\$100.00	\$0.00	0.000%	\$100.00	\$0.00	

COUNCIL BUDGET

1000-715-111-0000 Salaries - Council	\$26,100.00	\$15,691.20	60.120%	\$26,100.00	\$0.00	
1000-715-211-0000 Ohio Public Employees Retirement System	\$3,393.60	\$2,661.10	78.415%	\$3,393.60	\$0.00	
1000-715-212-0000 Social Security	\$260.40	\$173.60		\$261.00		
1000-715-213-0000 Medicare	\$379.00	\$279.79	73.823%	\$379.00	\$0.00	
1000-715-252-0000 Travel and Transportation	\$3,000.00	\$282.96	9.432%	\$3,000.00	\$0.00	
1000-715-329-0000 Other-Communications, Printing & Advertising	\$7,500.00	\$6,549.00	87.320%	\$5,000.00	-\$2,500.00	TextMyGov
1000-715-348-0000 Training Services	\$1,000.00	\$800.00	80.000%	\$1,000.00	\$0.00	
1000-715-391-0000 Dues and Fees	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-715-399-0000 Other - Other Contractual Services	\$35,000.00	\$23,597.74	67.422%	\$35,000.00	\$0.00	General engineering fees, Ordinance/Code Updates
1000-715-399-7152 Other - Other Contractual Services(Website)	\$1,000.00	\$0.00	0.000%	\$1,000.00	\$0.00	
1000-715-410-0000 Office Supplies and Materials	\$1,000.00	\$721.79	72.179%	\$1,500.00	\$500.00	
1000-715-420-7150 Operating Supplies and Materials(Events & Strategic Plannin)	\$6,500.00	\$3,091.49	47.561%	\$6,500.00	\$0.00	

FISCAL OFFICER

1000-725-121-0000 Salary - Clerk/Treasurer	\$56,810.00	\$39,871.24	70.183%	\$56,810.00	\$0.00	No wage changes currently proposed
1000-725-211-0000 Ohio Public Employees Retirement System	\$7,954.00	\$5,580.47	70.159%	\$7,954.00	\$0.00	No wage changes currently proposed
1000-725-213-0000 Medicare	\$824.00	\$666.33	80.865%	\$824.00	\$0.00	No wage changes currently proposed
1000-725-221-0000 Medical/Hospitalization	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-725-223-0000 Dental Insurance	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-725-224-0000 Vision Insurance	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-725-228-0000 Health Care Reimbursement	\$8,500.00	\$5,967.26	70.203%	\$8,500.00	\$0.00	
1000-725-229-0000 Other - Insurance Benefits	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
1000-725-252-0000 Travel and Transportation	\$3,000.00	\$300.00	10.000%	\$3,000.00	\$0.00	
1000-725-322-0000 Postage	\$600.00	\$384.53	64.088%	\$600.00	\$0.00	
1000-725-348-0000 Training Services	\$3,000.00	\$130.00	4.333%	\$3,000.00	\$0.00	
1000-725-354-0000 Fidelity Bond Premiums	\$250.00	\$0.00	0.000%	\$250.00	\$0.00	
1000-725-391-0000 Dues and Fees	\$1,500.00	\$991.00	66.067%	\$1,500.00	\$0.00	

VILLAGE HALL	1000-725-399-0000 Other - Other Contractual Services	\$0.00	\$0.00	#DIV/0!	\$5,000.00	\$5,000.00	Possible Document Management Software
	1000-725-410-0000 Office Supplies and Materials	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
	1000-730-311-0000 Electricity	\$5,000.00	\$3,839.31	76.786%	\$5,500.00	\$500.00	Electricity rates up 10-15%
	1000-730-312-0000 Water and Sewage	\$1,000.00	\$583.71	58.371%	\$1,000.00	\$0.00	
Account Code		Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation	Notes
MISCELLANEOUS	1000-730-313-0000 Natural Gas*		\$3,000.00	\$2,180.89	72.696%	\$3,150.00	\$150.00
	1000-730-319-0000 Other - Utilities		\$4,000.00	\$1,119.92	27.998%	\$4,000.00	\$0.00
	1000-730-352-0000 Property Insurance Premiums		\$20,000.00	\$18,797.00	93.985%	\$21,000.00	\$1,000.00
	1000-730-353-0000 Liability Insurance Premiums		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	1000-730-399-0000 Other - Other Contractual Services		\$20,000.00	\$10,402.39	52.012%	\$17,500.00	-\$2,500.00
	1000-730-410-0000 Office Supplies and Materials		\$2,500.00	\$911.42	36.457%	\$3,000.00	\$500.00
	1000-730-420-0000 Operating Supplies and Materials		\$3,000.00	\$821.61	27.387%	\$3,000.00	\$0.00
	1000-730-530-0000 Buildings and Other Structures		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	1000-740-344-0000 Tax Collection Fees		\$5,800.00	\$5,041.35	86.920%	\$5,800.00	\$0.00
	1000-745-342-0000 Auditing Services		\$2,500.00	\$168.00	6.720%	\$10,000.00	\$7,500.00
LEGAL	1000-745-343-0000 Uniform Accounting Network Fees		\$4,000.00	\$2,844.00	71.100%	\$4,500.00	\$500.00
MISCELLANEOUS	1000-750-141-0000 Salary - Legal Counsel		\$33,000.00	\$19,846.78	60.142%	\$66,000.00	\$33,000.00
	1000-750-211-0000 Ohio Public Employees Retirement System		\$4,620.00	\$3,093.55	66.960%	\$9,240.00	\$4,620.00
	1000-750-213-0000 Medicare		\$479.00	\$284.15	59.322%	\$957.00	\$478.00
	1000-750-325-0000 Advertising		\$2,500.00	\$2,350.12	94.005%	\$2,500.00	\$0.00
	1000-750-341-0000 Accounting and Legal Fees		\$67,500.00	\$40,512.39	60.018%	\$30,000.00	-\$37,500.00
MISCELLANEOUS	1000-765-344-7510 Tax Collection Fees(Rita Income Tax Retainer)		\$68,278.22	\$53,351.40	78.138%	\$45,000.00	-\$23,278.22
	1000-790-225-0000 Workers' Compensation		\$12,000.00	\$3,350.00	27.917%	\$12,000.00	\$0.00
	1000-790-600-0000 Other- Other		\$3,500.00	\$0.00	0.000%	\$4,000.00	\$500.00
CAPITAL IMPROVEMENTS- OTHER							Past IRS Tax Issues
OTHER FINANCING USES/TRANSFERS ETC	1000-800-510-0000 Land and Land Improvements		\$11,100.00	\$3,701.47	33.347%	\$12,000.00	\$900.00
	1000-800-520-0000 Equipment		\$25,000.00	\$1,475.55	5.902%	\$30,000.00	\$5,000.00
	1000-800-530-0000 Buildings and Other Structures		\$31,400.00	\$9,265.40	29.508%	\$30,000.00	-\$1,400.00
	1000-800-550-0000 Motor Vehicles		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	1000-800-555-0000 Streets, Highways, Sidewalks and Curbs		\$35,000.00	\$3,694.90	10.557%	\$20,000.00	-\$15,000.00
	1000-800-555-8621 Streets, Highways, Sidewalks and Curbs (Center Road)		\$354,000.00	\$338,019.58	95.486%	\$0.00	-\$354,000.00
	1000-910-910-0000 Transfers - Out		\$25,000.00	\$0.00	0.000%	\$40,000.00	\$15,000.00
	1000-920-920-0000 Advances - Out		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	1000-930-930-0000 Contingencies		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
1000 GENERAL FUND TOTAL APPROPRIATIONS			\$2,750,093.47	\$1,596,503.84	58.05%	\$1,812,080.60	-\$938,012.87
2011 SCMR (STREET FUND)							
	2011-620-100-6210 Personal Services(Road Full/Time)		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-211-6210 Ohio Public Employees Retirement System(Road Full/Time)		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-213-6210 Medicare(Road Full/Time)		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-346-0000 Engineering Services		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-346-8622 Engineering Services (Green Street)		\$35,000.00	\$1,647.82	4.708%	\$35,000.00	\$0.00
	2011-620-396-0000 Streets, Highways, Curbs and Sidewalks		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-420-0000 Operating Supplies and Materials		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-431-0000 Repairs and Maintenance of Buildings and Land		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-555-0000 Streets, Highways, Sidewalks and Curbs		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2011-620-555-8622 Streets, Highways, Sidewalks and Curbs (Green Street)		\$349,200.00	\$0.00	0.000%	\$349,200.00	\$0.00
	2011-620-555-8623 Streets, Highways, Sidewalks and Curbs (Maple Street)		\$0.00	\$0.00	#DIV/0!	\$113,400.00	\$113,400.00
	2011-630-420-0000 Operating Supplies and Materials		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2011 SCMR TOTAL APPROPRIATIONS			\$384,200.00	\$1,647.82		\$497,600.00	
2041 PARKS AND RECREATION							
	2041-310-420-0000 Operating Supplies and Materials		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2041 PARKS AND RECREATION TOTAL APPROPRIATIONS			\$0.00			\$0.00	\$0.00
2081 DRUG LAW ENFORCEMENT							
	2081-110-399-0000 Other - Other Contractual Services		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2081-110-400-0000 Supplies and Materials		\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2081 DRUG LAW ENFORCEMENT TOTAL APPROPRIATIONS			\$0.00			\$0.00	

2151 CORONAVIRUS RELIEF FUND		TOTAL APPROPRIATIONS			\$0.00	
2152 AMERICAN RESCUE PLAN FUND		TOTAL APPROPRIATIONS			\$0.00	
Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation	Notes
2271 ENFORCEMENT AND EDUCATION						
	2271-110-100-0000 Personal Services	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2271-110-215-0000 Ohio Police and Fire Pension Fund	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2271-110-348-0000 Training Services	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2271-110-390-0000 Other Contractual Services	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2271-110-410-0000 Office Supplies and Materials	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2271-110-420-0000 Operating Supplies and Materials	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2271 ENFORCEMENT AND EDUCATION		TOTAL APPROPRIATIONS			\$0.00	
2272 ONEOHIO OPIOID SETTLEMENT						
	2272 "Other Expenses"	\$6,138.25			\$1,500.00	
2272 ONEOHIO OPIOID SETTLEMENT		TOTAL APPROPRIATIONS			\$1,500.00	
2902 STREET LIGHTING						
	2902-130-311-0000 Electricity	\$52,950.00	\$35,311.86	66.689%	\$53,000.00	\$50.00
	2902-130-344-0000 Tax Collection Fees	\$2,550.00	\$2,547.95	99.920%	\$2,750.00	\$200.00
	2902-130-390-0000 Other Contractual Services	\$23,925.61	\$0.00	0.000%	\$30,000.00	\$6,074.39
	2902-130-690-0000 Other- Other	\$0.00	\$0.00	#DIV/0!	\$0.00	
2902 STREET LIGHTING		TOTAL APPROPRIATIONS			\$85,750.00	
2903 CANINE						
	2903-110-100-0000 Personal Services	\$6,100.00	\$3,918.81	64.243%	\$6,870.00	\$770.00
	2903-110-213-0000 Medicare	\$90.00	\$57.45	63.833%	\$100.00	\$10.00
	2903-110-215-0000 Ohio Police and Fire Pension Fund	\$1,190.00	\$721.31	60.614%	\$1,340.00	\$150.00
	2903-110-300-0000 Contractual Services	\$14,119.73	\$3,708.83	26.267%	\$2,500.00	-\$11,619.73
	2903-110-400-0000 Supplies and Materials	\$80.27	\$0.00	0.000%	\$200.00	\$119.73
2903 CANINE		TOTAL APPROPRIATIONS			\$11,010.00	
2904 SCHOOL RESOURCE OFFICER (SRO)						
	2904-110-100-1050 Personal Services(Police - SRO Full/Time)	\$106,000.00	\$60,992.83	57.540%	\$106,000.00	\$0.00
	2904-110-100-1060 Personal Services(Police - SRO Part/Time)*	\$15,000.00	\$2,941.03	19.607%	\$15,000.00	\$0.00
	2904-110-211-1060 Ohio Public Employees Retirement System(Police - SRO Part/T)	\$2,100.00	\$401.34	19.111%	\$2,100.00	\$0.00
	2904-110-213-0000 Medicare	\$85.00	\$69.70	82.000%	\$0.00	-\$85.00
	2904-110-213-1050 Medicare(Police - SRO Full/Time)	\$1,455.00	\$888.56	61.069%	\$1,540.00	\$85.00
	2904-110-213-1060 Medicare(Police - SRO Part/Time)	\$218.00	\$42.93	19.693%	\$218.00	\$0.00
	2904-110-215-0000 Ohio Police and Fire Pension Fund	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2904-110-215-1050 Ohio Police and Fire Pension Fund(Police - SRO Full/Time)	\$20,670.00	\$11,858.34	57.370%	\$20,670.00	\$0.00
	2904-110-221-1050 Medical/Hospitalization(Police - SRO Full/Time)	\$36,000.00	\$17,372.27	48.256%	\$38,160.00	\$2,160.00
	2904-110-223-1050 Dental Insurance(Police - SRO Full/Time)	\$300.00	\$158.25	52.750%	\$300.00	\$0.00
	2904-110-224-1050 Vision Insurance(Police - SRO Full/Time)	\$100.00	\$40.20	40.200%	\$100.00	\$0.00
	2904-110-228-0000 Health Care Reimbursement	\$5,800.00	\$4,281.57	73.820%	\$6,200.00	\$400.00
	2904-110-270-1050 Uniforms and Clothing(Police - SRO Full/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2904-110-270-1060 Uniforms and Clothing(Police - SRO Part/Time)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2904-110-348-0000 Training Services	\$2,000.00	\$110.00	5.500%	\$2,000.00	\$0.00
	2904-110-420-0100 Operating Supplies and Materials(Fuel & Oil)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
	2904-920-920-0000 Advances - Out	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00
2904 SCHOOL RESOURCE OFFICER (SRO)		TOTAL APPROPRIATIONS			\$192,288.00	
2905 SEVERANCE PAY		TOTAL APPROPRIATIONS			\$0.00	
2906 PUBLIC RIGHT OF WAY		TOTAL APPROPRIATIONS			\$0.00	
2907 PROPERTY MAINTENANCE						
	2907-110-399-0000 Other - Other Contractual Services	\$0.00	\$0.00	#DIV/0!	\$15,000.00	\$15,000.00
	2907-110-420-0000 Operating Supplies and Materials	\$0.00	\$0.00	#DIV/0!	\$12,000.00	\$12,000.00

Maybe for new guns and computers for cruisers?
This Fund may be used for the "General Welfare"
\$10,000 may be allocated in FY 2026; if not, \$25,000 in FY 2027?

2907-715-400-0000	Supplies and Materials	\$7,000.00	\$7,000.00	100.000%	\$0.00	-\$7,000.00	
2907-730-390-0000	Other Contractual Services	\$25,000.00	\$189.35	0.757%	\$0.00	-\$25,000.00	
2907 PROPERTY MAINTENANCE TOTAL APPROPRIATIONS		\$32,000.00	\$7,189.35	100.76%	\$27,000.00	-\$5,000.00	
2908 LAW ENFORCEMENT PROFESSIONAL TRAINING							Training moved from General Fund
2908-110-100-1027	Personal Services (Full/Time)	\$2,380.00	\$529.58	22.251%	\$2,380.00	\$0.00	
2908-110-100-1035	Personal Services (Part/Time)	\$1,000.00	\$125.49	12.549%	\$1,000.00	\$0.00	
2908-110-211-1035	Ohio Public Employees Retirement System(Part/Time Training)	\$140.00	\$0.00	0.000%	\$140.00	\$0.00	
2908-110-213-2000	Medicare	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	Replaced by "1027" and "1035" Medicare
2908-110-213-1027	Medicare(Full/Time Training)	\$35.00	\$9.59	27.400%	\$35.00	\$0.00	Created to match salary code
2908-110-213-1035	Medicare(Part/Time Training)	\$15.00	\$2.13	14.200%	\$15.00	\$0.00	Created to match salary code
Account Code	Account Name	2026 Appropriation	YTD Expenses*	YTD %	2027 Appropriation	Notes	
2908-110-215-1027	Ohio Police and Fire Pension Fund(Full/Time Training)	\$462.18	\$0.00	0.000%	\$462.18	\$0.00	
2908-110-348-0000	Training Services	\$2,000.00	\$395.00	19.750%	\$2,000.00	\$0.00	
2908-110-348-1010	Training Services(Chief)	\$2,000.00	\$127.88	6.394%	\$2,000.00	\$0.00	
2908 LAW ENFORCEMENT PROFESSIONAL TRAINING TOTAL APPROPRIATIONS		\$8,032.18	\$1,189.67	14.811%	\$8,032.18	\$0.00	
3101 DEBT SERVICE* *Funds to be transferred from General Fund 1000		\$12,312.50					
3101-850-710-0000	Principal	\$12,312.50	\$12,312.50	100.000%	\$12,312.50	\$0.00	
3101-850-720-0000	Interest	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
3101 DEBT SERVICE TOTAL APPROPRIATIONS		\$12,312.50	\$12,312.50	100.00%	\$12,312.50	\$0.00	
3102 CENTER STREET RECONSTRUCTION							
3102-850-710-0000	Principal	\$5,000.00	\$5,000.00	100.000%	\$5,000.00	\$0.00	
3102-850-720-0000	Interest	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
3102 CENTER STREET RECONSTRUCTION TOTAL APPROPRIATIONS		\$5,000.00	\$5,000.00	100.00%	\$5,000.00	\$0.00	
3103 MANCHESTER ROAD							
3103-850-710-0000	Principal	\$3,546.40	\$3,546.40	100.000%	\$3,546.40	\$0.00	
3103 MANCHESTER ROAD TOTAL APPROPRIATIONS		\$3,546.40	\$3,546.40	100.00%	\$3,546.40	\$0.00	
3104 PROPERTY PURCHASE							
3104-850-710-0000	Principal	\$0.00	\$0.00		\$0.00	\$0.00	
3104-850-720-0000	Interest	\$0.00	\$0.00		\$0.00	\$0.00	
3104 PROPERTY PURCHASE TOTAL APPROPRIATIONS		\$0.00			\$0.00	\$0.00	
3105 PERRY JEDD BOND							
3105-850-710-0000	Principal	\$40,000.00	\$40,000.00	100.000%	\$45,400.00	\$5,400.00	
3105-850-720-0000	Interest	\$45,000.00	\$44,906.40	99.792%	\$43,400.00	-\$1,600.00	
3105-850-780-0000	Issuance Costs	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
3105-850-790-0000	Other - Debt Service	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
3105 PERRY JEDD BOND TOTAL APPROPRIATIONS		\$85,000.00	\$84,906.40	99.89%	\$88,800.00	\$3,800.00	
4901 CAPITAL PROJECTS							
4901-800-510-0000	Land and Land Improvements	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4901-800-530-0000	Buildings and Other Structures	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4901-800-540-0000	Machinery, Equipment and Furniture	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4901-800-555-8621	Streets, Highways, Sidewalks and Curbs (Center Road)	\$150,000.00	\$61,180.50	40.787%	\$0.00	-\$150,000.00	
4901-800-555-8622	Streets, Highways, Sidewalks and Curbs (Green Street)	\$400,800.00	\$0.00	0.000%	\$400,800.00	\$0.00	Memo Receipts, project delayed until 2027
4901-800-555-8623	Streets, Highways, Sidewalks and Curbs (Maple Street)	\$0.00	\$0.00	#DIV/0!	\$169,400.00	\$169,400.00	Memo Receipts, project scheduled 2027
4901-800-560-8622	Utility Distribution Systems (Green Street)	\$1,100,000.00	\$42,663.95	3.879%	\$50,000.00	-\$1,050,000.00	Project will likely be completed 2026; residual in case of final items
4901 CAPITAL PROJECTS TOTAL APPROPRIATIONS		\$1,650,800.00	\$103,844.45	6.29%	\$620,200.00	-\$1,030,600.00	
4902 CAPITAL EQUIPMENT							
4902-800-520-8620	Equipment(Street - Capital)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4902-800-540-8110	Machinery, Equipment and Furniture(Police - Capital)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4902-800-550-8110	Motor Vehicles(Police - Capital)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4902-800-550-8620	Motor Vehicles(Street - Capital)	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	
4902-910-910-0000	Transfers Out	\$0.00	\$0.00	#DIV/0!	\$0.00	\$0.00	

4902 CAPITAL EQUIPMENT	TOTAL APPROPRIATIONS	\$0.00	\$0.00	#DIV/0!
9201 PERRY JEDD (CUSTODIAL FUND)				
	9201-882-600-7500 Other(Rita Income Tax)	\$278,708.76	\$278,708.76	100.000%
	9201-882-600-7510 Other(Rita Income Tax Retainer)	\$9,415.31	\$9,415.31	100.000%
9201 PERRY JEDD (CUSTODIAL FUND)	TOTAL APPROPRIATIONS	\$288,124.07	\$288,124.07	100.00%
TOTAL ALL FUNDS APPROPRIATIONS*		\$5,227,856.41	\$1,967,128.78	37.63%

\$0.00	\$0.00
\$0.00	
\$0.00	
\$0.00	
\$0.00	
\$3,366,619.68	-\$1,861,236.73

Custodial Fund (no appropriation required) for JEDD Income Tax
Custodial Fund (no appropriation required) for JEDD Income Tax

BUDGET NOTES

GENERAL FUND OPERATING EXPENSES	\$1,695,580.60	
GENERAL FUND CAPITAL/EQUIPMENT EXPENSES	\$116,500.00	
POLICE PERSONNEL EXPENSE CHANGE	-\$128,954.25	
POLICE OTHER EXPENSE CHANGE	-\$80,400.00	
ROAD DEPARTMENT PERSONNEL EXPENSE CHANGE	\$6,321.00	
ROAD DEPARTMENT OTHER EXPENSE CHANGE	-\$278,100.00	
ADMIN PERSONNEL EXPENSE CHANGE**	\$38,098.00	See Legal Dept Line
ADMIN OTHER EXPENSE CHANGE**	-\$34,300.00	

**Mayor, Council, Zoning, Solicitor, Fiscal Officer Dept
Includes retainer for additional legal services.

RESOLUTION 47-2026

A RESOLUTION APPROVING THE PERMANENT APPROPRIATIONS FUNDS FOR THE VILLAGE OF PERRY, OHIO FOR THE YEAR 2027 AND DECLARING AN EMERGENCY

WHEREAS, Council has been advised that it is necessary at this time to appropriate money in all funds used by the Village of Perry, Ohio so that proper and necessary expenditures may be made; and

WHEREAS, Council has been further advised that said Permanent Appropriations for the Village's fiscal year 2027 shall not be effective until it has approved same; and

WHEREAS, Council finds it is to be in the best interests of the residents of the Village that such Appropriations be authorized and approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, effective the 1st day of January 2027, the Permanent Appropriations for the fiscal year 2027 of the Village of Perry, Ohio [as are more specifically set forth in Exhibit A, a document that is attached hereto and made a part hereof], are hereby approved and authorized.

Section 2. That during the 2027 Fiscal Year, the Fiscal Officer is authorized to make transfers up to \$5,000 within departments, excluding those between "Personnel" related line items and "Other Expense" line items.

Section 3. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and prudent administration of Village affairs. Said resolution is necessary for the immediate preservation of the public, peace, health, safety and welfare of the inhabitants of the Village of Perry.

WHEREAS, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

**VILLAGE OF PERRY
RESOLUTION NO. 49-2026**

**A RESOLUTION APPROVING THE CONTINUED EMPLOYMENT OF
JOHN H. ROSKOS AS CHIEF FISCAL OFFICER AND CLERK OF THE
VILLAGE OF PERRY, OHIO, DETERMINING COMPENSATION
AND DECLARING AN EMERGENCY**

WHEREAS, Council, to ensure the proper administration of Village affairs, deems it necessary to retain a Chief Fiscal Officer and Clerk regarding the same; and,

WHEREAS, Council has been advised that it should approve the appointment of John H. Roskos to the position of Chief Fiscal Officer and Clerk of the Village for the period of January 1, 2027, through December 31, 2027; and

WHEREAS, The Mayor has recommended the appointment, and Council has been further advised that Mr. Roskos has the knowledge, skill, experience and professionalism that, together with his sincere personal concern for the well-being of the residents of our Village, is necessary to insure the appropriate administration of the Village's fiscal, clerical, and administrative affairs; and

WHEREAS, Council has been further advised that it is in the best interests of the residents of the Village to confirm and approve the employment of John H. Roskos as the position of Chief Fiscal Officer and Clerk of the Village of Perry, Ohio.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:**

Section 1. That, the Council of the Village of Perry, Ohio, hereby consents, confirms, authorizes and approves the appointment by the Mayor of John H. Roskos as the Chief Fiscal Officer and Clerk of the Village of Perry, Lake County, Ohio, for the period of January 1, 2027, through December 31, 2027, in accordance with the terms, provisions and conditions set forth in the Agreement that is attached hereto as Exhibit A and made a part hereof.

Section 2. That the requirement contained in Section 733.262 of the Ohio Revised Code that the Fiscal Officer become a resident of the Village within six (6) months after his appointment by the Mayor and confirmation by the legislative authority is hereby waived.

Section 3. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to employ a Chief Fiscal Officer and Clerk to insure the proper administration of Village affairs. Said Resolution is necessary for the immediate

preservation of the public peace, health, safety, financial management and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER

**VILLAGE OF PERRY
RESOLUTION NO. 50-2026**

**A RESOLUTION APPROVING THE CONTINUED EMPLOYMENT OF
CHRISTIAN GRAY AS ZONING INSPECTOR OF THE VILLAGE OF PERRY, OHIO,
DETERMINING COMPENSATION AND DECLARING AN EMERGENCY**

WHEREAS, Council, to ensure the proper administration of Village affairs, deems it necessary to hire a Village Zoning Inspector regarding same; and,

WHEREAS, Council has been advised that it should approve the appointment of Christian Gray to the position of Village Zoning Inspector of the Village for the period of January 1, 2027, through December 31, 2027; and

WHEREAS, The Mayor has recommended the appointment, and Council has been further advised that Mr. Gray has the knowledge, skill, experience and professionalism that, together with his sincere personal concern for the well-being of the residents of our Village, is necessary to insure the appropriate administration of the Village's zoning affairs; and

WHEREAS, Council has been further advised that it is in the best interests of the residents of the Village to confirm and approve the employment of Christian Gray as the position of Village Zoning Inspector of the Village of Perry, Ohio.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That, the Council of the Village of Perry, Ohio, hereby consents, confirms, authorizes and approves the appointment by the Mayor of Christian Gray as the Village Zoning Inspector of the Village of Perry, Lake County, Ohio, for the period of January 1, 2027, through December 31, 2027, in accordance with the terms, provisions and conditions set forth in the Agreement that is attached hereto as Exhibit A and made a part hereof.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to employ a Village Zoning Inspector to insure the proper administration of Village affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

**VILLAGE OF PERRY
RESOLUTION NO. 51-2026**

**A RESOLUTION AUTHORIZING THE MAYOR
TO OFFER A CASH BENEFIT IN LIEU OF MAJOR MEDICAL
COVERAGE FOR PERRY VILLAGE EMPLOYEES
FOR THE YEAR 2027 AND DECLARING AN EMERGENCY**

WHEREAS, Council has been advised that there is an immediate need to provide for the continuation of major medical health care insurance coverage and benefits for certain employees of the Village of Perry; and,

WHEREAS, Council has been advised that at least one Perry Village Employee would be interested in a cash benefit in lieu of providing major medical health coverage for 2027.

WHEREAS, Council deems it to be in the best interests of the residents of the Village of Perry to provide for the uninterrupted continuation of said health care benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. The Mayor is hereby authorized to offer any employee of Perry Village a cash benefit alternative in lieu of providing major medical coverage when an alternative major medical option is available to the employee. The cash benefit shall be Eight Thousand Five Hundred Dollars (\$8,500.00) per year or Seven Hundred Eight Dollars and thirty-three cents (\$708.33) per month, for full time employees, so long as said employee is employed with Perry Village in 2027 (i.e. after the first day of the first month they are employed full time). Payment to be spread over the number of pay periods employed full time.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and proper administration of Village affairs and protect the health and safety of Village residents. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry, Ohio.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER

RESOLUTION NO. 52-2026

**A RESOLUTION REQUESTING THE COUNTY AUDITOR TO MAKE ADVANCE
PAYMENTS OF TAXES FOR THE YEAR 2027**

WHEREAS, the Ohio Revised Code 321.34 allows a taxing authority to request payment from the County Auditor fund derived from taxes or other sources of the County Treasurer, which may be held on account of a local subdivision;

THEREFORE, be it resolved by the Council of the Village of Perry, Ohio;

Section 1. That the Auditor and Treasurer of Lake County in accordance with Ohio Revised Code 321.34, be requested to draw and pay to the Village of Perry upon the written request of John H. Roskos, Fiscal Officer, to the County Auditor, fund due in any settlement of Tax Year 2026 derived from taxes or other sources, payable to the County Treasurer to the account of the Village of Perry and lawfully applicable for purposes of the current fiscal year 2027.

Section 2. That the Fiscal Officer of the Village of Perry shall forward to the County Auditor a certified copy of this Resolution.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER

Producer Information

SIC Record Number:
4086993

Name:
ANGALICA GLADNEY

Writing No. (Select the writing number to receive new account credit):
ANF4Q

Sit. Code:
B

Is there a Broker involved?:
No

General Account Information

Account Type:
This is a pre-tax payroll account

Is this an Aflac NY Account?
No

General Information

Account Name:
VILLAGE OF PERRY

Tax ID No.:

Is there a Master Account Number?:
No

Authorizing Officer Info

First Name:
JOHN

Last Name:
ROSKOS

Email:
jroskos@perryvillageohio.gov

Phone:

4402592671

Location Address

Street Address (cannot be P.O. Box):
3758 CENTER RD

City:
PERRY

State:
OH

Zip:
44081-9592

Mailing Address

Street Address:
3758 CENTER RD

City:
PERRY

State:
OH

Zip:
44081-9592

Employees

Total Employees:
30

W2 Employees:
30

1099 Workers:
0

Total Benefits-Eligible Employees:
7

Enrollment Information

Enrollment Period:
60 Days

Billing Information

Billing Contact Information

First Name:

JOHN

Last Name:

ROSKOS

Contact's Phone:

4402592671

Email

jroskos@perryvillageohio.gov

Billing Format

Check if account uses Social Security Number for employee number

Yes

In what order would you like your employees listed on your bill?

Alphabetic, then Employee#

Billing Frequencies

On what day of the month would you like your Aflac invoice to be due?

15th

How often would you like to receive your invoice from Aflac?

Monthly

Total Deductions for Master Account

26 - Biweekly Deductions

Date of First Deduction

01/14/27

Date of Second Deduction

01/28/27

Disability

Employer authorizes disability coverage to be included as part of this agreement.

Yes

Employer contributions: Does the employer pay any portion of this benefit?

No

Will any portion of disability premiums be funded by pre-tax employee contributions?

No

This employer is a government employer exempt from FICA or a portion of FICA.

Yes

Employees of this employer are eligible for RRTA (Railroad Retirement Tax).

No

Plan Information

Plan Start Date:

01/01/27

Plan End Date:

12/31/27

Plan Sponsor/Legal Representative

First Name:

JOHN

Last Name:

ROSKOS

Email:

jroskos@perryvillageohio.gov

Phone:

4402592671

Legal Representative

First Name:

JOHN

Last Name:

ROSKOS

Organization Information

Is this a leasing company or Professional Employee Organization (PEO)?

No

Business Type:

Other

Eligibility

Employee will become eligible

First day of employment

All employees will be eligible under the plan except:

Part Time

Temporary

Seasonal

Cafeteria Plan Benefits

Medical

Accident

Specified Health Event

Cancer

Short-Term Disability

Self-Administered Flexible Spending Account Information

Does this plan include a self-administered FSA?

No

RESOLUTION NO. 53-2026

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AMERICAN FAMILY LIFE INSURANCE COMPANY OF COLUMBUS (AFLAC INCORPORATED) TO OFFER VOLUNTARY SUPPLEMENTAL BENEFITS TO VILLAGE OF PERRY EMPLOYEES AT NO COST TO THE VILLAGE, AUTHORIZING THE FISCAL OFFICER TO ESTABLISH CORRESPONDING PAYROLL DEDUCTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of Perry desires to provide its municipal employees with the opportunity to elect voluntary supplemental benefit coverages; and

WHEREAS, offering such benefits through payroll deduction provides a convenience to employees and allows them to access group-rated plans; and

WHEREAS, the premiums for these supplemental benefits will be borne entirely by the participating employees through voluntary payroll deductions, with no financial contribution or matching funds required from the Village of Perry; and

WHEREAS, to facilitate this offering, it is necessary to authorize an agreement with a provider and explicitly direct the Fiscal Officer to establish and process the necessary voluntary payroll withholdings.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, Lake County, State of Ohio, that:

SECTION 1. The Mayor is hereby authorized to execute an agreement with American Family Life Insurance Company of Columbus (AFLAC Inc.) to offer voluntary supplemental benefit plans to eligible employees of the Village of Perry.

SECTION 2. The Fiscal Officer is hereby authorized and directed to establish the necessary voluntary payroll deduction codes and liability accounts within the Uniform Accounting Network (UAN) system. The Fiscal Officer is further authorized to process voluntary, employee-authorized payroll deductions for the payment of premiums for these supplemental benefits, and to remit said collected withholdings to AFLAC Inc. on a standard municipal payroll schedule.

SECTION 3. It is expressly understood and declared by this Council that the Village of Perry assumes no financial obligation or liability for the premiums or coverages associated with these supplemental benefits, and that all such costs shall be one-hundred percent (100%) funded by the individual participating employees.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in

compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of Perry, and for the further reason that immediate implementation is necessary to allow employees to enroll in said benefits for the upcoming coverage period; wherefore, this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 29, 2026

John Schmitz
Acrisure Great Lakes Partners Insurance Service, LLC
315 S Kalamazoo Mall
Kalamazoo, MI 49007-4806

Dear John Schmitz,

Enclosed is renewal information for one of your Delta Dental Plan of Ohio groups that renews in the month of January. A renewal letter indicating the group's renewal rates is included.

Please ensure that the enclosed renewal documents are delivered to the group.

If you have any questions or need additional information, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Andrea J Moore'.

Andrea J Moore
Account Manager

Enclosures:
7187-5001 Village of Perry



P.O. Box 30416
Lansing, MI 48909-7916

<https://www.DeltaDentalOH.com>

September 29, 2026

Michelle Crockett
Village of Perry
6500 Taylor Rd Ste A
Blacklick, OH 43004-8569

Re: Dental Plan Rate Review, Group #7187-5001

Dear Michelle Crockett,

Thank you for placing your confidence in Delta Dental. We are committed to improving the oral health of our communities by providing access to the nation's largest dental network at competitive rates. This allows your enrollees to obtain the dental care they need to remain healthy.

We have completed a comprehensive review of your dental plan premiums, and your renewal documents were provided to your agent. Enclosed is a contract for the renewal of your existing dental plan. Please have your group's authorized representative sign the contract and return it to me at your earliest convenience. If we are not in receipt of the signed contract by the effective date, we will consider remittance of payment as acceptance of the contract, and we will continue to administer your dental benefits accordingly. By permitting us to do so, you accept the terms of this contract in full and agree that this contract is binding, even if you do not return a signed copy of the contract to us. If you do not wish to renew coverage, please provide notice to us in accordance with your Contract. Notwithstanding the above terms of this contract, all delinquent balances due to Delta Dental must be paid in full prior to acceptance on the above-mentioned renewal date. If there is a deficit at the time of your acceptance, Delta Dental reserves the right to revoke this offer and terminate your existing contract upon its natural expiration date.

Also included is a rate sheet outlining the premiums applicable to your new contract period, and a Benefit Highlight Sheet noting some of the benefits available under your current contract. These documents are intended to serve as quick reference guides outlining some of your contract and are not part of the contract noted above.

Please call me at (614) 325-7488 if you have any questions or if I can be of help in any way. Thank you, we look forward to continuing our relationship with you and we greatly appreciate your business.

Sincerely,

Andrea J Moore
Account Manager

cc: John Schmitz

Delta Dental of Ohio
Renewal Rates for Village of Perry #7187
Effective January 1, 2027

Rates - Non-Retention		
Rates per enrollee per month	Current Rate(s)	Renewal Rate(s)
	January 1, 2026 through December 31, 2026	January 1, 2027 through December 31, 2027
Enrollee only	\$38.86	\$40.10
Enrollee with one dependent	\$70.75	\$73.01
Enrollee with two or more dependents	\$121.59	\$125.48
Overall Percent Change	3.20%	

Rating Requirements
Minimum client contributions: 100 percent for employee and 100 percent for dependent(s).
Tied to medical: No

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year non-retention contract.
Self-billing is not allowed and you agree to pay as invoiced each month.
Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and reference cards.
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalOH.com .

Delta Dental of Ohio
Dental Benefit Highlights for
Village of Perry #7187



Delta Dental PPO™ (Point-of-Service)	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
Coverage effective January 1, 2027	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Sealants - to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy - to detect oral cancer	100%	100%	100%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	80%	80%
Endodontic Services - root canals	80%	80%	80%
Periodontic Services - to treat gum disease	80%	80%	80%
Oral Surgery Services - extractions and dental surgery	80%	80%	80%
Other Basic Services - misc. services	80%	80%	80%
Relines and Repairs - to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services - crowns	80%	50%	50%
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	80%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.

Maximum Payment –

Delta Dental PPO™ Dentist - \$2,000 per Member total per Benefit Year on all services.

Delta Dental Premier® Dentist - \$1,500 per Member total per Benefit Year on all services.

Nonparticipating Dentist - \$1,000 per Member total per Benefit Year on all services.

These are not separate maximums by type of dentist.

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at <https://www.DeltaDentalOH.com>.

Deductible –

Delta Dental PPO™ Dentist - None.

Delta Dental Premier® Dentist - \$25 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Nonparticipating Dentist - \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.



Delta Dental Contract For Village of Perry

This Contract ("Contract") is entered into by and between Village of Perry (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). Contractor and Delta Dental may each be individually referred to as a "Party" or together as "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2027, the ("Effective Date").

Section I. Declarations

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

A. Effective Date: 12:01 A.M. Standard Time, January 1, 2027

B. First Renewal Date: January 1, 2028

C. Group Number: 7187-5001

D. Rate(s):

Enrollee only - \$40.10 per month per Enrollee

Enrollee with one dependent - \$73.01 per month per Enrollee

Enrollee with two or more dependents - \$125.48 per month per Enrollee

These Rates are contingent upon 100% enrollment of the eligible Enrollees of the defined group and their Dependents. Rates do not include any applicable taxes, fees, or assessments on claims or services.

These Rates are valid only while a member of the Public Employee Benefits Association. If this affiliation is terminated, Delta Dental reserves the right to adjust these rates or terminate this Contract.

DELTA DENTAL PLAN OF OHIO, INC.

BY:

President and CEO

DATE: September 29, 2026

CONTRACTOR

BY:

(Authorized Signature)

(Title)

DATE:

Section II. Definitions

A. Contract

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

B. Rate

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

C. License

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

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

Section III. Eligibility

A. Eligibility and Enrollment

Contractor shall have sole responsibility for determining the eligibility of, and shall manage the enrollment, disenrollment, and contribution obligations of all Members.

B. Eligibility Requirements and Waiting Periods for Members

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

C. General Eligibility Rules

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

D. Termination of Eligibility

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

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract. Notwithstanding the foregoing, if payment is not made within 30 days of being invoiced, Delta Dental shall put all Claims on hold until payment is made. If an invoice remains unpaid past 30 days, Delta Dental shall have the right to terminate the Contract.

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

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

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

E. Continuation Coverage – COBRA

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

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

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

Section IV. Benefits

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

Section V. Agreements

- A. Delta Dental Agrees:
1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
 2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
 3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.

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

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. In addition, as set forth in the Declarations Section above, the Rates in this Contract are exclusive of any applicable taxes, fees or assessments on claims or services, and therefore Contractor agrees to pay to Delta Dental any such applicable taxes, fees or assessments in addition to the Rates. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amounts to be paid will be due by the 5th of the month of the intended coverage. For example, the premium and any applicable taxes, fees, or assessments for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

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

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

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

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.
3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.
4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.
5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.
6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, Section 1557 notices, and all privacy notices (including, but not limited to, all notice of privacy practices) as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.

7. To pay for any agreed-to, non-standard reports on a time and materials basis.
8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

Section VI. General Provisions

- A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.
- B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.
- C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.
- D. Marketing Materials. Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.
- E. Legal Action. Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least 60 days' advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.
- F. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member in regard to Claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.
- G. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.
- H. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.
- I. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.
- J. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.
- K. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the Parties and their respective successors and assigns.
- L. Subrogation. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.

- M. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.
- N. Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.
- O. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.
- P. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.
- Q. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.
- R. Entire Agreement. This Contract constitutes the entire agreement between the Parties.
- S. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional Benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.
- T. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.
- U. Other Goods and Services. From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third-party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third-party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third-party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.
- V. Web Portal License.
1. Delta Dental grants to Contractor the License to access and use Delta Dental's web portals solely for the purpose of administering and/or viewing Member Benefits as set forth in this Contract, subject to any additional terms and conditions appearing on such web portals. Under this license grant, Contractor's Members are permitted to access and use Member Portal, and Contractor and its officers, directors, employees, contractors and agents are permitted to access and use Benefit Manager Toolkit as necessary solely for the purposes of administering Contractor's dental plan. Access to Member Portal and Benefit Manager Toolkit shall be limited to individuals located within the United States and Canada.
 2. Contractor is solely responsible for managing access to the web portals, for securing the usernames and passwords of its officers, directors, employees, contractors, agents and Members ("End Users") who use or access such web portals, and for any violation of this Contract by any such End Users. Delta Dental shall not be liable for Contractor's or Contractor's End Users' failure to properly secure their usernames or passwords and, unless otherwise exempt by law, Contractor shall hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of (i) Contractor's, or Contractor's End Users', failure to properly manage access or secure usernames and passwords, (ii) any breach of this Contract by Contractor or its End Users; or (iii) any negligent or willful misuse of Delta Dental's web portals by Contractor or its End Users.
 3. Contractor agrees that, to the extent its End Users will be entering eligibility data into Benefit Manager Toolkit on

Contractor's behalf, Contractor shall be solely responsible for the accuracy and completeness of the eligibility data entered. Unless otherwise exempt by law, Contractor shall hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of any eligibility data entered by Contractor's End Users.

4. Contractor acknowledges that Delta Dental's web portals permit individuals to view and access Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor therefore certifies that, when using the web portals, it and its End Users will abide by the provisions of HIPAA and all other applicable laws. As such, Contractor agrees that it and its End Users shall access and use Delta Dental's web portals for the sole purpose of viewing their own Benefits and/or performing plan administration functions on behalf of Contractor.
5. Contractor recognizes and agrees that Delta Dental retains sole title, right and interest in the intellectual property rights of its web portals including, but not limited to, any applicable patents, trademarks and/or copyrights. Contractor understands that the license granted herein transfers neither title nor proprietary rights to Contractor with respect to any web portals. As such, neither Contractor nor any of its End Users shall attempt to reproduce, modify, reverse assemble, reverse compile or reverse engineer the source code of Delta Dental's web portals.
6. Delta Dental reserves the right to terminate this license grant at any time with or without cause. This license grant shall terminate immediately upon termination of the Contract.

Section VII. Coordination of Benefits

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

Section VIII. Term and Termination

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

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

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

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

Section IX. Confidentiality and Disclosure

- A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.
- B. Confidential Information shall not include any information that:
 1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
 2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or

3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).
- C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.
- D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.
- E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.



Delta Dental PPO™ (Point-of-Service) Summary of Dental Plan Benefits For Group #7187-5001 Village of Perry

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the Dentist's network participation.*

Control Plan – Delta Dental of Ohio

Benefit Year – January 1 through December 31

Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
Diagnostic & Preventive			
Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Palliative Treatment – to temporarily relieve pain	100%	100%	100%
Sealants – to prevent decay of permanent teeth	100%	100%	100%
Brush Biopsy – to detect oral cancer	100%	100%	100%
Radiographs – X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services – fillings and crown repair	80%	80%	80%
Endodontic Services – root canals	80%	80%	80%
Periodontic Services – to treat gum disease	80%	80%	80%
Oral Surgery Services – extractions and dental surgery	80%	80%	80%
Other Basic Services – misc. services	80%	80%	80%
Relines and Repairs – to prosthetic appliances	80%	80%	80%
Major Services			
Major Restorative Services – crowns	80%	50%	50%
Prosthodontic Services – bridges, implants, dentures, and crowns over implants	80%	50%	50%

* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.

- Oral exams (including evaluations by a specialist) are payable twice per Calendar Year.
- Prophylaxes (cleanings) are payable twice per Calendar Year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable twice per Calendar Year for people age 18 and under.
- Bitewing X-rays are payable once per Calendar Year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any five-year period.
- Sealants are payable once per tooth per lifetime for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.
- Composite resin (white) restorations are payable on all teeth, including posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of Dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our website or contact your benefits representative to get a copy of our Passport Dental information sheet.

Maximum Payment – Delta Dental PPO™ Dentist - \$2,000 per Member total per Benefit Year on all services.

Delta Dental Premier® Dentist - \$1,500 per Member total per Benefit Year on all services.

Nonparticipating Dentist - \$1,000 per Member total per Benefit Year on all services.

These are not separate maximums by type of dentist.

Deductible – Delta Dental PPO™ Dentist - None.

Delta Dental Premier® Dentist - \$25 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$75 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Nonparticipating Dentist - \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, and sealants.

Waiting Period – Enrollees who are eligible for dental benefits are covered on the first day of the month following the date of hire.

Eligible People – All full-time employees of Village of Perry and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they turn 26, including your Children who are married, who no longer live with you, who are not your Dependents for federal income tax purposes, and/or who are not permanently disabled.

Coordination of Benefits –If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate Benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which your employment is terminated.



Delta Dental PPO™

Our national PPO program

NOTICE: IF YOU OR YOUR FAMILY MEMBERS ARE COVERED BY MORE THAN ONE HEALTH CARE AND/OR DENTAL CARE PLAN, YOU MAY NOT BE ABLE TO COLLECT BENEFITS FROM BOTH PLANS. EACH PLAN MAY REQUIRE YOU TO FOLLOW ITS RULES OR USE SPECIFIC DENTISTS, AND IT MAY BE IMPOSSIBLE TO COMPLY WITH BOTH PLANS AT THE SAME TIME. READ ALL OF THE RULES VERY CAREFULLY, INCLUDING THE COORDINATION OF BENEFITS SECTION, AND COMPARE THEM WITH THE RULES OF ANY OTHER PLAN THAT COVERS YOU OR YOUR FAMILY.

Welcome!

Your dental program is administered by Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation, doing business as Delta Dental of Ohio. Delta Dental of Ohio is the state's dental benefits specialist. Good oral health is a vital part of good general health, and your Delta Dental program is designed to promote regular dental visits. We encourage you to take advantage of this program by calling your Dentist today for an appointment.

This Certificate, along with your Summary of Dental Plan Benefits, describes the specific Benefits of your Delta Dental program and how to use them. If you have any questions about this program, please call our Customer Service department at 800-524-0149 or access our website at www.DeltaDentalOH.com.

You can easily verify your own Benefit, Claims and eligibility information online 24 hours a day, seven days a week by visiting www.DeltaDentalOH.com and selecting the link for our Member Portal. The Member Portal will also allow you to print claim forms and ID cards, select paperless Explanation of Benefits statements (EOBs), search our Dentist directories, and read oral health tips.

We look forward to serving you!

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Note: Please read this Certificate together with the Summary of Dental Plan Benefits. The Summary of Dental Plan Benefits lists the specific provisions of your group dental plan. If a statement in the Summary conflicts with a statement in this Certificate, the statement in the Summary applies to This Plan and you should ignore the conflicting statement in this Certificate.

IMPORTANT: If you opt to receive dental care services that are not covered Benefits under This Plan, a participating dental care provider may charge you his or her normal fee for such services. Prior to providing you with dental care services that are not covered Benefits, the dental care provider will provide you with an estimated cost for each service.

I. Delta Dental PPO Certificate

Delta Dental Plan of Ohio, Inc., referred to herein as Delta Dental, issues this Certificate to you, the Enrollee. The Certificate is a summary of your dental Benefits coverage. It reflects and is subject to a contract between Delta Dental and the Contractor.

The Benefits provided under This Plan may change if any state or federal laws change.

Delta Dental agrees to provide Benefits as described in this Certificate and the Summary of Dental Plan Benefits.

All the provisions in the following pages form a part of this document as fully as if they were stated over the signature below.

IN WITNESS WHEREOF, this Certificate is executed at Delta Dental's home office by an authorized officer.



Goran M. Jurkovic, CPA, CGMA
President and CEO
Delta Dental Plan of Ohio, Inc.

II. Definitions

Adverse Benefit Determination

Any Denial, reduction or termination of the Benefits for which you filed a Claim. Or a failure to provide or to make payment (in whole or in part) of the Benefits you sought, including any such determination based on eligibility, application of any utilization review criteria, or a determination that the item or service for which Benefits are otherwise provided was experimental or investigational, or was not medically necessary or appropriate.

Allowed Amount

The amount permitted under the applicable fee schedule for This Plan, which was selected by your Contractor, and upon which Delta Dental will base its payment for a Covered Service.

Benefit Year

The period during which any Benefit frequency limitation and/or annual Maximum Payment will apply. This will be the calendar year unless your Contractor elects a different period to serve as the Benefit Year. (See the Summary of Dental Plan Benefits for your Benefit Year.) If the Benefit Year is based upon a calendar year, the terms Benefit Year and Calendar Year may be used interchangeably.

Benefits

Payment for the Covered Services that have been selected under This Plan.

Certificate

This document. Delta Dental will provide Benefits as described in this Certificate. Any changes in this Certificate will be based on changes to the contract between Delta Dental and the Contractor.

Child(ren)

Your natural child(ren), stepchild(ren), adopted child(ren), child(ren) by virtue of legal guardianship, or child(ren) who is/are residing with you during the waiting period for adoption or legal guardianship.

Claim

A request for payment for a Covered Service. Claims are not conditioned upon your seeking advance approval, certification, or authorization to receive payment for any Covered Service.

Completion Date

The date that treatment is complete. Some procedures may require more than one appointment before they can be completed. Treatment is complete:

- ◆ For dentures and partial dentures, on the delivery dates;
- ◆ For crowns and bridgework, on the permanent cementation date;
- ◆ For root canals and periodontal treatment, on the date of the final procedure that completes treatment.

Copayment

The percentage of the charge, if any, that you must pay for Covered Services.

Contractor

The employer, organization, group, or association sponsoring This Plan.

Covered Services

The unique dental services selected for coverage as described in the Summary of Dental Plan Benefits and subject to the terms of this Certificate.

Deductible

The amount a person and/or a family must pay toward Covered Services before Delta Dental begins paying for those services under this Certificate. The Summary of Dental Plan Benefits lists the Deductible that applies to you, if any.

Delta Dental

Delta Dental Plan of Ohio, Inc., a nonprofit health-insuring corporation providing dental benefits. Delta Dental is not an insurance company.

Delta Dental Member Plan

An individual dental benefit plan that is a member of the Delta Dental Plans Association, the nation's largest, most experienced system of dental health plans.

Delta Dental Premier® Dentist Schedule

The maximum fee allowed per procedure for services rendered by a Premier Dentist as determined by that Dentist's local Delta Dental Member Plan.

Dentist

A person licensed to practice dentistry in the state or jurisdiction in which dental services are performed.

- ◆ **Delta Dental PPO Dentist ("PPO Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental PPO.
- ◆ **Delta Dental Premier® Dentist ("Premier Dentist")** – a Dentist who has signed an agreement with the Delta Dental Member Plan in his or her state to participate in Delta Dental Premier.
- ◆ **Nonparticipating Dentist** – a Dentist who has not signed an agreement with any Delta Dental Member Plan to participate in Delta Dental PPO or Delta Dental Premier.
- ◆ **Out-of-Country Dentist** – A Dentist whose office is located outside the United States and its territories. Out-of-Country Dentists are not eligible to sign participating agreements with Delta Dental.

PPO Dentists and Delta Dental Premier Dentists are sometimes collectively referred to herein as **"Participating Dentists."** Wherever a definition or provision of this Certificate differs from another state's Delta Dental Member Plan and its agreement with Participating Dentists, the agreement in that state with that Dentist will be controlling.

Delta Dental Premier Dentists, Nonparticipating Dentists, and Out-of-Country Dentists are sometimes collectively referred to herein as **"Non-PPO Dentists."**

Deny/Denied/Denial

When a Claim for a particular service is Denied for payment due to certain contractual limitations/exclusions. You will be responsible for paying your Dentist the applicable amount for such service regardless of the Dentist's participating status.

Dependent(s)

Your dependents are as defined by the rules of eligibility as stated in your Summary of Dental Plan Benefits.

Enrollee

You, when the Contractor notifies Delta Dental that you are eligible to receive Benefits under This Plan. An Enrollee may sometimes be referred to as a "subscriber".

Maximum Approved Fee

The Maximum Approved Fee is the lowest of:

- ◆ The Submitted Amount
- ◆ The lowest fee regularly charged, offered, or received by an individual Dentist for a dental service or supply, irrespective of the Dentist's contractual agreement with another dental benefits organization.
- ◆ The maximum fee that the local Delta Dental Member Plan approves for a given procedure in a given region and/or specialty based upon applicable Participating Dentist schedules and internal procedures.

Participating Dentists agree not to charge Delta Dental patients more than the Maximum Approved Fee for a Covered Service. In all cases, Delta Dental will make the final determination regarding the Maximum Approved Fee for a Covered Service.

Maximum Payment

The maximum dollar amount Delta Dental will pay in any Benefit Year or lifetime for Covered Services. See the Summary of Dental Plan Benefits for the maximum payments applicable to This Plan.

Member(s)

Any Enrollee or Dependent with coverage under This Plan.

Nonparticipating Dentist Fee

The maximum fee allowed per procedure for services rendered by a Nonparticipating Dentist as determined by Delta Dental.

Open Enrollment Period

The period of time, as determined by the Contractor, during which a Member may enroll or be enrolled for Benefits.

Out-of-Country Dentist Fee

The maximum fee allowed per procedure for services rendered by an Out-of-Country Dentist as determined by Delta Dental.

PPO Dentist Schedule

The maximum fee allowed per procedure for services rendered by a PPO Dentist as determined by that Dentist's local Delta Dental Member Plan.

Pre-Treatment Estimate

A voluntary and optional process where Delta Dental issues a written estimate of dental Benefits that may be available under your coverage for your proposed dental treatment. Your Dentist submits the proposed dental treatment to Delta Dental in advance of providing the treatment.

A Pre-Treatment Estimate is for informational purposes only and is not required before you receive any dental care. It is not a prerequisite or condition for approval of future dental

Benefits payment. You will receive the same Benefits under This Plan whether or not a Pre-Treatment Estimate is requested. The Benefits estimate provided on a Pre-Treatment Estimate notice is based on Benefits available on the date the notice is issued. It is not a guarantee of future dental Benefits or payment.

Availability of dental Benefits at the time your treatment is completed depends on several factors. These factors include, but are not limited to, your continued eligibility for Benefits, your available annual or lifetime Maximum Payments, any coordination of Benefits, the status of your Dentist, This Plan's limitations and any other provisions, together with any additional information or changes to your dental treatment. A request for a Pre-Treatment Estimate is not a Claim or a preauthorization, precertification or other reservation of future Benefits.

Processing Policy(ies)

Delta Dental's policies and guidelines used for Pre-Treatment Estimate and payment of Claims. The Processing Policies may be amended from time to time.

Special Enrollment Period

A period outside of the Open Enrollment Period in which you or your Dependent can obtain coverage under This Plan due to qualifying life event.

Spouse

Your legal spouse.

Submitted Amount

The amount a Dentist bills to Delta Dental for a specific treatment or service. A Participating Dentist cannot charge you or your Dependents for the difference between this amount and the Maximum Approved Fee.

Summary of Dental Plan Benefits

A description of the specific provisions of your group dental coverage. The Summary of Dental Plan Benefits is and should be read as a part of this Certificate and supersedes any contrary provision of this Certificate.

Teledentistry

The delivery of dental services through the use of synchronous, real-time communication and the delivery of services of a dental hygienist or expanded function dental auxiliary pursuant to a dentist's authorization.

This Plan

The dental coverage established for Members pursuant to this Certificate and your Summary of Dental Plan Benefits.

III. Enrolling in This Plan

The Open Enrollment Period, if applicable, will be established by the Contractor and will occur on an annual basis. During the Open Enrollment Period, all eligible persons as defined in your Summary of Dental Plan Benefits may enroll in This Plan.

You and/or your Dependents may not enroll in This Plan at any other time during the applicable Benefit Year except in the following instances:

- a. Newly hired or rehired employees (if applicable): You will be eligible to enroll on the date for which employment compensation begins or, if applicable, that date plus the number of days specified as a waiting period in the Summary of Dental Plan Benefits.
- b. New Spouse: Your new Spouse will be eligible to enroll on the date of marriage.
- c. Newborn: Your newborn will be eligible to enroll on the date of birth.
- d. Legal adoptions or guardianships: Your newly adopted Child(ren) and/or the minor Child(ren) that you and/or your Spouse have guardianship over will be eligible to enroll on the earlier of (a) the date that the legal petition for adoption or guardianship becomes legally final, or (b) the date on which the Child(ren) begins residing with the Enrollee and the Enrollee assumes responsibility for the Child(ren) while waiting for adoption or guardianship to become final.
- e. New Stepchild: Your new stepchild will be eligible to enroll on the date that the Child's natural parent becomes a Dependent.
- f. To the extent Contractor permits Dependents other than those defined in this Certificate to enroll in This Plan, such Dependents will be eligible to enroll on the date that they become an eligible Dependent. Any such additional Dependents permitted by Contractor shall be set forth in your Summary of Dental Plan Benefits.
- g. All others will be permitted on the date that Delta Dental approves in writing the enrollment or listing of those people, unless compelled by a court or administrative order to otherwise provide Benefits for a Dependent.

IV. Selecting a Dentist

You may choose any Dentist. Your out-of-pocket costs are likely to be less if you go to a Delta Dental Participating Dentist.

To verify that a Dentist is a Participating Dentist, you can use Delta Dental's online Dentist Directory at www.DeltaDentalOH.com or call 800-524-0149.

V. Accessing Your Benefits

To utilize your dental Benefits, follow these steps:

1. Please read this Certificate and the Summary of Dental Plan Benefits carefully so you are familiar with your Benefits, payment methods, and terms of This Plan.
2. Make an appointment with your Dentist and tell him or her that you have dental Benefits with Delta Dental. If your Dentist is not familiar with This Plan or has any questions, have him or her contact Delta Dental by

writing to Delta Dental, Attention: Customer Service, P.O. Box 9089, Farmington Hills, Michigan 48333-9089, or calling the toll-free number at 800-524-0149.

3. After you receive your dental treatment, you or the dental office staff will file a Claim form, completing the information portion with:
 - a. The Enrollee's full name and address
 - b. The Enrollee's Member ID number
 - c. The name and date of birth of the person receiving dental care
 - d. The Contractor's name and number

Notice of Claim Forms

Delta Dental does not require special Claim forms. However, most dental offices have Claim forms available. Participating Dentists will fill out and submit your dental Claims for you.

Mail Claims and completed information requests to:

Delta Dental
P.O. Box 9085
Farmington Hills, Michigan 48333-9085

Pre-Treatment Estimate

A Pre-Treatment Estimate is not required to receive payment, but it allows Claims to be processed more efficiently and allows you to know what services may be covered before your Dentist provides them. You and your Dentist should review your Pre-Treatment Estimate Notice before treatment. Once treatment is complete, the dental office will submit a Claim to Delta Dental for payment.

Written Notice of Claim and Time of Payment

Because the amount of your Benefits is not conditioned on a Pre-Treatment Estimate decision by Delta Dental, all Claims under This Plan are post-service Claims. All Claims for Benefits must be filed with Delta Dental within one year of the date the services were completed. Once a Claim is filed, Delta Dental will adjudicate it within 30 days of receiving it. If there is not enough information to adjudicate your Claim, Delta Dental will notify you or your Dentist within 30 days. The notice will (a) describe the information needed, (b) explain why it is needed, (c) request an extension of time in which to decide the Claim, and (d) inform you or your Dentist that the information must be received within 45 days or your Claim will be Denied if the services were performed by a Nonparticipating Dentist, or not chargeable to the Member if the services were performed by a Participating Dentist. You will receive a copy of any notice sent to your Dentist. Once Delta Dental receives the requested information, it has 15 days to adjudicate your Claim. If you or your Dentist does not supply the requested information, Delta Dental will Deny your Claim. In such case, you will be responsible for all charges if the services were performed by a Nonparticipating Dentist. If the services were performed by a Participating Dentist, the services will not be chargeable to the Member.

Once Delta Dental adjudicates your Claim, it will notify you within five days.

Authorized Representative

You may also appoint an authorized representative to deal with Delta Dental on your behalf with respect to any Claim you file or any review of a Denied Claim you wish to pursue (see the Claims Appeal Procedure section). You should contact your Contractor, call Delta Dental's Customer Service department, toll-free, at 800-524-0149, or write them at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089, to request a form to designate the person you wish to appoint as your representative. Delta Dental will only recognize the person whom you have authorized on the last dated form filed with Delta Dental. Once you have appointed an authorized representative, Delta Dental will communicate directly with your representative and will not inform you of the status of your Claim. You will have to get that information from your representative. If you have not designated a representative, Delta Dental will communicate directly with you.

Questions and Assistance

Questions regarding your coverage should be directed to your Contractor or call Delta Dental's Customer Service department, toll-free, at 800-524-0149. You may also write to Delta Dental's Customer Service department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. When writing to Delta Dental, please include your name, the Contractor's name and number, the Enrollee's Member ID number, and your daytime telephone number.

VI. How Payment is Made

Delta Dental shall make payments for Covered Services in accordance with the type of plan selected by the Contractor. The type of plan selected will be identified in your Summary of Dental Plan Benefits.

Delta Dental PPO (Point-of-Service)

If your Dentist is a Participating Dentist, Delta Dental will base payment on the Maximum Approved Fee for Covered Services.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

If your Dentist is a Nonparticipating Dentist, Delta Dental will base payment on the Nonparticipating Dentist Fee for Covered Services.

If your Dentist is an Out-of-Country Dentist, Delta Dental will base payment on the Out-of-Country Dentist Fee for Covered Services.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Delta Dental PPO (Standard)

Regardless of your Dentist's participating status, Delta Dental will base its payment on the lesser of the Submitted Amount or the PPO Dentist Schedule.

Delta Dental will send payment directly to Participating Dentists and you will be responsible for any applicable Copayments and/or Deductibles. If your Dentist is not a PPO Dentist, but is a Premier Dentist, you will also be responsible for any difference between the PPO Dentist Schedule and the Premier Dentist Schedule for Covered Services, in addition to Copayments and/or Deductibles. Unless prohibited by state law, you will be responsible for the Maximum Approved Fee for most commonly performed non-covered services. For other non-covered services, you will be responsible for the Dentist's Submitted Amount.

For Covered Services rendered by a Nonparticipating Dentist or Out-of-Country Dentist, Delta Dental will send payment to you unless otherwise required by law or contract, and you will be responsible for making full payment to the Dentist. You will be responsible for any difference between Delta Dental's payment and the Dentist's Submitted Amount.

Orthodontics

If This Plan includes orthodontics, it will be identified on and paid as reflected in your Summary of Dental Plan Benefits.

Covered Services Requiring Multiple Visits

In the event a Covered Service requires more than one visit with your Dentist, payment for the Covered Service will be rendered upon Completion Date.

VII. Benefit Categories

The Benefits covered by This Plan are set forth in your Summary of Dental Plan Benefits.

VIII. Exclusions and Limitations

Exclusions

Delta Dental will make no payment for the following services or supplies, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for these services will be your responsibility:

1. Services for injuries or conditions payable under Workers' Compensation or Employer's Liability laws. Services received from any government agency, political subdivision, community agency, foundation, or similar entity. NOTE: This provision does not apply to any programs provided under Medicaid or Medicare.

2. Services or supplies, as determined by Delta Dental, for correction of congenital or developmental malformations, with the exception of congenitally missing teeth.
3. Cosmetic surgery or dentistry for aesthetic reasons, as determined by Delta Dental.
4. Services completed or appliances completed before a person became eligible under This Plan. This exclusion does not apply to orthodontic treatment in progress (if a Covered Service).
5. Prescription drugs (except intramuscular injectable antibiotics), premedication, medicaments/ solutions, and relative analgesia.
6. General anesthesia, intravenous sedation, or parenteral or enteral sedation for (a) surgical procedures, unless medically necessary, or (b) restorative dentistry.
7. Evaluation for moderate sedation, deep sedation or general anesthesia.
8. Charges for hospitalization, laboratory tests, histopathological examinations and miscellaneous tests.
9. Administration of nitrous oxide.
10. Charges for failure to keep a scheduled visit with the Dentist.
11. Services or supplies, as determined by Delta Dental, for which no valid dental need can be demonstrated.
12. Services or supplies, as determined by Delta Dental that are investigational in nature, including services or supplies required to treat complications from investigational procedures.
13. Services or supplies, as determined by Delta Dental, which are specialized procedures or techniques.
14. Treatment by other than a Dentist, except for services performed by a licensed dental hygienist under the supervision of a licensed Dentist. Treatment rendered by any other licensed dental professional may be covered only as solely determined by the Contractor and/or Delta Dental.
15. Services or supplies for which the patient is not legally obligated to pay, or for which no charge would be made in the absence of Delta Dental coverage.
16. Services or supplies received due to an act of war, declared or undeclared, or terrorism.
17. Services or supplies covered under a hospital, surgical/medical, or prescription drug program.
18. Services or supplies that are not within the categories of Benefits selected by the Contractor and that are not covered under the terms of this Certificate.
19. Fluoride rinses, self-applied fluorides, or desensitizing medicaments.

20. Caries preventive medicament.
21. Preventive control programs (including oral hygiene instruction, caries susceptibility tests, dietary control, tobacco counseling, immunization counseling, home care medicaments, etc.).
22. Space maintainers for maintaining space due to premature loss of anterior primary teeth.
23. Lost, missing, or stolen appliances of any type, or replacement or repair of orthodontic appliances or space maintainers.
24. Cosmetic dentistry, including repairs to facings posterior to the second bicuspid position.
25. Veneers.
26. Prefabricated crowns used as final restorations on permanent teeth.
27. Appliances, surgical procedures, and restorations for increasing vertical dimension; for altering, restoring, or maintaining occlusion; for replacing tooth structure loss resulting from attrition, abrasion, abfraction, or erosion; or for periodontal splinting. If Orthodontic Services are Covered Services, this exclusion will not apply to Orthodontic Services as limited by the terms and conditions of the Contract between Delta Dental and the Contractor.
28. Implant/abutment supported interim fixed denture for edentulous arch.
29. Duplication of complete maxillary or mandibular denture.
30. Absent a showing of medical necessity, implant services are not payable for people age 18 and under.
31. Soft occlusal guard appliances.
32. Paste-type root canal fillings on permanent teeth.
33. Replacement, repair, relines, or adjustments of occlusal guards.
34. Chemical curettage.
35. Nerve dissection.
36. Administration of neuromodulators.
37. Administration of dermal fillers.
38. Application of hydroxyapatite medicament.
39. Services associated with overdentures.
40. Metal bases on removable prostheses.
41. The replacement of teeth beyond the normal complement of teeth.
42. Personalization or characterization of any service or appliance.
43. Temporary crowns used for temporization during crown or bridge fabrication.
44. Posterior bridges in conjunction with partial dentures in the same arch, sharing at least one posterior edentulous space in common.
45. Precision abutments, attachments and stress breakers.
46. Biologic materials to aid in soft and osseous tissue regeneration when submitted on the same day as tooth extraction, periradicular surgery, soft tissue grafting, guided tissue regeneration, implants, ridge augmentation, ridge preservation/extraction sites, apicoectomy sites, hemisections, and periodontal or implant bone grafting.
47. Bone replacement grafts and specialized implant surgical techniques, including radiographic/surgical implant index.
48. Indexing for osteotomy using dynamic robotic assisted or dynamic navigation.
49. Appliances, restorations, or services for the diagnosis or treatment of disturbances of the temporomandibular joint.
50. Diagnostic photographs and cephalometric films, unless done for orthodontics and orthodontics are a Covered Service.
51. 3-D facial scans and images, and printings of such scans and images.
52. Myofunctional therapy.
53. Mounted case analyses.
54. Molecular, antigen or antibody testing for a public health related pathogen.
55. Vaccinations.
56. Bone replacement grafts when performed in conjunction with a hemisection.
57. Photobiomodulation therapy.
58. Fabrication, adjustment, reline, or repair of sleep apnea appliances.
59. The administration of a home sleep apnea test, or screening for sleep apnea related breathing disorders.
60. Sleep apnea services.
61. Fabrication, delivery, or titration of oral appliance therapy (OAT) morning repositioning device.
62. Fabrication and replacement of a custom removable clear plastic temporary aesthetic appliance.
63. Removal of non-resorbable barrier.
64. Intraoral tomosynthesis images.
65. Direct to consumer orthodontic services and/or supplies, unless Delta Dental has received a Delta Dental-approved and signed treating dentist attestation form from a Dentist licensed in the state where the Member resides.

66. Any and all taxes applicable to the services.
67. Processing Policies may otherwise exclude payment by Delta Dental for services or supplies.

Delta Dental will make no payment for the following services or supplies. Participating Dentists may not charge Members for these services or supplies. All charges from Nonparticipating Dentists for the following services or supplies are your responsibility:

1. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
2. The completion of forms or submission of Claims.
3. Consultations, patient screening, or patient assessment when performed in conjunction with examinations or evaluations.
4. Caries risk assessment performed on a Member age two or under.
5. Local anesthesia.
6. Parenteral and enteral sedation are not payable when performed in conjunction with general anesthesia or intravenous sedation.
7. Acid etching, cement bases, cavity liners, and bases or temporary fillings.
8. Infection control.
9. Temporary, interim, or provisional crowns.
10. Gingivectomy as an aid to the placement of a restoration.
11. The correction of occlusion, when performed with prosthetics and restorations involving occlusal surfaces.
12. Diagnostic casts, when performed in conjunction with restorative or prosthodontic procedures.
13. Pulp vitality tests and testing for a cracked tooth, when performed in conjunction with any other definitive procedure.
14. Palliative treatment, when any other service is provided on the same date except X-rays and tests necessary to diagnose the condition.
15. Post-operative X-rays, when done following any completed service or procedure.
16. Periodontal charting.
17. Pins and preformed posts, when done with core buildups.
18. Any substructure when done for inlays, onlays, and veneers.
19. Removal of an indirect restoration on a natural tooth.
20. Removal of an indirect restoration on an implant retained abutment.
21. Excavation of a tooth resulting in the determination of non-restorability.
22. A sedative or temporary filling, when done with pulpal debridement for the relief of acute pain prior to conventional root canal therapy or another endodontic procedure. The opening and drainage of a tooth or palliative treatment, when done by the same Dentist or dental office on the same day as completed root canal treatment.
23. A pulpotomy on a permanent tooth, except on a tooth with an open apex.
24. A therapeutic apical closure on a permanent tooth, except on a tooth where the root is not fully formed.
25. Retreatment of a root canal by the same Dentist or dental office within two years of the original root canal treatment.
26. A prophylaxis or full mouth debridement, when done on the same day as periodontal maintenance or scaling in the presence of gingival inflammation.
27. Scaling in the presence of gingival inflammation when done on the same day as periodontal maintenance.
28. Prophylaxis, scaling in the presence of gingival inflammation, or periodontal maintenance when done within 30 days of three or four quadrants of scaling and root planing or other periodontal treatment.
29. Full mouth debridement when done within 30 days of scaling and root planing.
30. Scaling and debridement in the presence of peri-implantitis or mucositis of a single implant, including cleaning of the implant surfaces without flap entry and closure, when performed within 12 months of implant restorations, provisional implant crowns and implant or abutment supported interim dentures.
31. Scaling and debridement in the presence of mucositis of a single implant, when done on the same day as a prophylaxis, scaling in the presence of gingival inflammation, periodontal maintenance, full mouth debridement, periodontal scaling and root planing, periodontal surgery, peri-implantitis, or debridement of a peri-implant defect.
32. Scaling and debridement in the presence of peri-implantitis inflammation of a single implant, when done on the same day as periodontal scaling and root planing, periodontal surgery, or debridement of a peri-implant defect.
33. Comprehensive periodontal evaluation when done on the same day as full mouth debridement.
34. A sealant, sealant repair, or interim caries arresting medicament is not payable when done on the same day as a sealant, sealant repair, or interim caries arresting medicament performed on the same tooth.

35. An occlusal adjustment, when performed on the same day as the delivery of an occlusal guard.
36. Cleaning and inspection of an occlusal guard is not payable on the same day as a repair or relines of an occlusal guard.
37. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture.
38. Reline or any adjustment or repair to a sleep apnea appliance within six months of the delivery.
39. Tissue conditioning, when performed on the same day as the delivery of a denture or the relines or rebase of a denture.
40. Adjustments, temporary relines, or tissue conditioning within three months of delivery of an immediate denture.
41. Reline, rebase, or any adjustment or repair within six months of the delivery of a denture when performed by the same office.
42. Repairs for implants/abutment supported prosthesis within six months of the delivery of the prosthesis when performed by the same office.
43. Periapical and/or bitewing X-rays, when done within a clinically unreasonable period of time of performing full mouth X-rays, as determined solely by Delta Dental.
44. Charges or fees for overhead, internet/video connections, software, hardware or other equipment necessary to deliver services, including but not limited to teledentistry services.
45. Capture only images which are not associated with any interpretation or reporting.
46. 3-D intraoral and dental scans.
47. Frenulectomy when performed on the same day as any other surgical procedure(s) in the same surgical area by the same dentist or dental office.
48. Surgical removal of implant body when performed within three months of an implant/mini-implant on the same tooth by the same dentist or dental office.
49. Non-surgical implant removal when performed within six months of an implant/mini-implant on the same tooth by the same dentist or dental office.
50. Accessing and retorquing loose implant screw is not payable when performed on the same day as implant maintenance, replacement of an implant screw, or repair procedures on an implant supported prosthesis by the same dentist or dental office.
51. Scaling and root planing when performed on the same day as surgical root repair or exposures.
52. Surgical repair or exposure of root when performed on the same day as endodontic or periodontal surgical procedures.
53. Intraorifice barriers.
54. Removal of non-resorbable barrier when performed by the same dentist who placed the barrier.
55. Excision of benign or malignant lesions or salivary glands, or incisional biopsy of oral soft tissue when performed in the same area and on the same day as another surgical procedure by the same dentist or dental office.
56. Nerve dissection is not payable when done on the same day as the removal of an impacted tooth-completely bony, with unusual surgical complications.
57. Processing Policies may otherwise exclude payment by Delta Dental for services or supplies.

Limitations

The Benefits for the following services or supplies are limited as follows, unless otherwise specified in the Summary of Dental Plan Benefits. All charges for services or supplies that exceed these limitations will be your responsibility. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan:

1. Bitewing X-rays are payable once per calendar year, unless a full mouth X-ray which includes bitewings has been paid in that same year.
2. Panoramic or full mouth X-rays (which may include bitewing X-rays) are payable once in any five-year period.
3. Any combination of teeth cleanings (prophylaxes (general or periodontal cleanings), full mouth debridement, scaling in the presence of inflammation, and periodontal maintenance procedures) are payable twice per calendar year. Full mouth debridement is payable once in a lifetime.
4. Oral examinations and evaluations (not including limited problem focused evaluations or patient screenings) are only payable twice per calendar year, regardless of the Dentist's specialty.
5. Patient screening is payable once per calendar year.
6. Preventive fluoride treatments are payable twice per calendar year for people age 18 and under.
7. Bilateral space maintainers are payable once per arch in a lifetime for people age 13 and under.
8. Unilateral space maintainers are payable once per quadrant in a lifetime for people age 13 and under.
9. A distal shoe space maintainer is payable for first permanent molars once per quadrant for people age eight and under.

10. Cast restorations (including jackets, crowns and onlays) and associated procedures (such as core buildups and post substructures) are payable once in any five-year period per tooth. Subsequent minor restorations on the same tooth are also subject to this five-year limitation.
11. Crowns or onlays are payable only for extensive loss of tooth structure due to caries (decay) or fracture (lost or mobile tooth structure).
12. Individual crowns over implants are payable at the prosthodontic benefit level once in a five-year period.
13. Substructures, porcelain, porcelain substrate, and cast restorations are not payable for age 11 and under.
14. Pulp caps are payable once per lifetime.
15. Band stabilization is payable once per lifetime only on posterior permanent teeth.
16. Hard full or partial arch occlusal guards are payable once in any five-year period.
17. Cleaning and inspection of an occlusal guard is payable once in a 12-month period.
18. An interim partial denture is payable only for the replacement of permanent anterior teeth for people age 16 and under or during the healing period for people age 17 and over. Absent a showing of medical necessity, the healing period shall not exceed 30 days from the date of the extraction.
19. Biologic materials to aid in soft and osseous tissue regeneration are payable once per natural tooth in a 36-month period.
20. Prosthodontic Services limitations:
 - a. One complete upper and one complete lower denture, and any implant used to support a denture, are payable once in any five-year period.
 - b. A removable partial denture, endosteal implant (other than to support a denture), or fixed bridge is payable once in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - c. A removable unilateral partial denture is payable once per quadrant in any five-year period unless the loss of additional teeth requires the construction of a new appliance.
 - d. Fixed bridges and removable partial dentures are not payable for people age 15 and under.
 - e. Rebase hybrid prostheses are payable once in any five-year period per appliance.
 - f. A reline or the complete replacement of denture base material is payable once in any three-year period per appliance.
- g. Implant removal is payable once per tooth or area in a five-year period.
- h. Implant maintenance is payable once per arch per any 12-month period.
- i. Removal of a broken implant retaining screw is payable once in a five-year period.
- j. Accessing and retorquing loose implant screw is payable once every 24 months per implant.
- k. Replacement of an implant screw is payable once every 24 months per implant.
21. Orthodontic Services limitations, if covered under your Plan pursuant to your Summary of Dental Plan Benefits:
 - a. Orthodontic Services are payable for Members pursuant to the age limits specified in your Summary of Dental Plan Benefits.
 - b. If the treatment plan terminates before completion for any reason, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
 - c. Upon written notification to Delta Dental and to the patient, a Dentist may terminate treatment for lack of patient interest and cooperation. In those cases, Delta Dental's obligation for payment ends on the last day of the month in which the patient was last treated.
22. Delta Dental's obligation for payment of Benefits ends on the last day of coverage. However, Delta Dental will make payment for Covered Services provided on or before the last day of coverage, as long as Delta Dental receives a Claim for those services within one year of the date of service.
23. When services in progress are interrupted, Delta Dental will not issue payment for any incomplete services; however, Delta Dental will calculate the Maximum Approved Fee that the dentist may charge you for such incomplete services, and those charges will be your responsibility. In the event the interrupted services are completed later by a Dentist, Delta Dental will review the Claim to determine the amount of payment, if any, to the Dentist in accordance with Delta Dental's policies at the time services are completed.
24. Care terminated due to the death of a Member will be paid to the limit of Delta Dental's liability for the services completed or in progress.
25. Optional treatment: If you select a more expensive service than is customarily provided, Delta Dental may make an allowance for certain services based on the fee for the customarily provided service. You are responsible for the difference in cost. In all cases, Delta Dental will make the final determination regarding optional treatment and any available allowance.

Listed below are services for which Delta Dental will provide an allowance for optional treatment. Remember, you are responsible for the difference in cost for any optional treatment.

- a. Overdentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - b. Inlays, regardless of the material used – Delta Dental will pay only the amount that it would pay for an amalgam or composite resin restoration.
 - c. Implant/abutment supported complete or partial dentures – Delta Dental will pay only the amount that it would pay for a conventional denture.
 - d. Gold foil restorations – Delta Dental will pay only the amount that it would pay for an amalgam or composite restoration.
 - e. Posterior stainless steel crowns with esthetic facings, veneers or coatings – Delta Dental will pay only the amount that it would pay for a conventional stainless steel crown.
26. Repair of implant/abutment supported prosthesis is payable once in any 12-month period.
 27. Maximum Payment: All Benefits available under This Plan are subject to the Maximum Payment limitations set forth in your Summary of Dental Plan Benefits.
 28. If a Deductible amount is stated in the Summary of Dental Plan Benefits, Delta Dental will not pay for any services or supplies, in whole or in part, to which the Deductible applies until the Deductible amount is met.
 29. Caries risk assessments are payable once in any 12-month period for Members age 3-18.
 30. Assessments of salivary flow by measurement are payable once in any 36-month period.
 31. Scaling and debridement of a single implant in the presence of peri-implantitis or mucositis is payable once per tooth in any 12-month period.
 32. A sealant, sealant repair, or interim caries arresting medicament is not payable when done on the same day as restoration involving the occlusal surface.
 33. Interim caries arresting medicament is payable twice per tooth per Benefit Year and is limited to five applications per day.
 34. Sealants are covered once per tooth per lifetime on first permanent molars for Members age nine and under.
 35. Sealants are covered once per tooth per lifetime on second permanent molars for Members age 14 and under.
 36. One cone beam CT is allowed within a 12-month period except when performed for TMD treatment.

37. Restorations performed within two months of caries arresting medicament.
38. Excisional biopsy of minor salivary glands is payable twice per lifetime, absent a showing of medical necessity.
39. Incisional biopsy of oral soft tissue is payable twice per calendar year, absent a showing of medical necessity.
40. Consultations by a provider or specialist other than the requesting or referring provider are payable once per calendar year.
41. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

Delta Dental will make no payment for services or supplies that exceed the following limitations. All charges are your responsibility. However, Participating Dentists may not charge Members for these services or supplies when performed by the same Dentist or dental office. All time limitations are measured from the actual date (i.e., to the day) of the applicable prior dates of services in our records with any Delta Dental Member Plan or, at the request of your Contractor, any dental plan.

1. Amalgam and composite resin restorations are payable once in any two-year period, regardless of the number or combination of restorations placed on a surface.
2. Core buildups and other substructures are payable only when needed to retain a crown on a tooth with excessive breakdown due to caries (decay) and/or fractures.
3. Recementation of a crown, onlay, inlay, veneer, space maintainer, or bridge within six months of the seating date.
4. Retention pins are payable once in any two-year period. Only one substructure per tooth is a Covered Service.
5. Root planing is payable once in any two-year period.
6. Periodontal surgery is payable once in any three-year period.
7. A complete occlusal adjustment is payable once in any five-year period. The fee for a complete occlusal adjustment includes all adjustments that are necessary for a five-year period. A limited occlusal adjustment is not payable more than three times in any five-year period. The fee for a limited occlusal adjustment includes all adjustments that are necessary for a six-month period.
8. Tissue conditioning is payable twice per arch in any three-year period.
9. The allowance for a denture repair (including reline or rebase) will not exceed half the fee for a new denture.
10. The allowance for an implant repair will not exceed half the fee for a new prosthesis.

11. Services or supplies, as determined by Delta Dental, which are not provided in accordance with generally accepted standards of dental practice.
12. Scaling and debridement in the presence of inflammation or mucositis of a single implant is payable once per tooth in any 24-month period when performed by the same office.
13. A sealant, sealant repair, or interim caries arresting medicament is not payable when done on the same day as restorations involving the occlusal surface when performed by the same office.
14. A sealant or sealant repair is not payable when performed within 24 months of a sealant or sealant repair performed on the same tooth.
15. One caries risk assessment is allowed on the same date of service.
16. One caries risk assessment is allowed within a 12-month period when done by the same dentist/dental office.
17. One assessment of salivary flow by measurement is allowed within a 12-month period when done by the same dentist/dental office
18. Implant maintenance procedures are not payable when done within 12 months of prosthesis delivery.
19. Processing Policies may otherwise limit payment by Delta Dental for services or supplies.

IX. Coordination of Benefits

Coordination of Benefits (“COB”) applies to This Plan when a Person has health care coverage under more than one plan. “Plan” is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a Claim for benefits. The Plan that pays first is called the Primary Plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable Expense.

Definitions

Plan

A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts.

1. Plan includes: group and non-group insurance contracts; health insuring corporation (“HIC”) contracts; Closed Panel Plans or other forms of group or group-type coverage (whether insured or uninsured); medical care

components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.

2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) above is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

This Plan

For purposes of this Article IX, This Plan means, the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

Order of Benefit Determination Rules

The Order of Benefit Determination Rules determine whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, it determines payment for its Benefits first before those of any other Plan without considering any other Plan’s Benefits. When This Plan is secondary, it determines its Benefits after those of another Plan and may reduce the Benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable Expense.

Allowable Expense

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

1. The difference between the cost of a semi-private hospital room and a private hospital room is not an

Allowable Expense, unless one of the Plans provides coverage for private hospital room expenses.

2. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable Expense.
3. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan's payment arrangement shall be the Allowable Expense for all Plans.
5. The amount of any benefit reduction by the Primary Plan because a covered person has failed to comply with the Plan provisions is not an Allowable Expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.

Closed Panel Plan

Closed Panel Plan is a Plan that provides health care benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.

Custodial Parent

Custodial Parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the Child resides more than one half of the calendar year excluding any temporary visitation.

Order of Benefits Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

1. The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
2. Except as provided in paragraph 3 below, a Plan that does not contain a COB provision that is consistent with Ohio regulation is always primary unless the provisions of both Plans state that the complying Plan is primary.
3. Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic

package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base Plan hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.

4. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
5. Each Plan determines its order of benefits using the first of the following rules that apply:

Non-Dependent or Dependent. The plan that covers the Person other than as a dependent, for example, as an employee, member, policyholder, subscriber, or retiree, is the Primary Plan and the plan that covers the person as a dependent is the Secondary Plan. However, if the Person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary Plan and the other Plan is the Primary Plan.

Dependent Child covered under more than one Plan.

Unless there is a court decree stating otherwise, when a dependent Child is covered by more than one Plan the order of benefits is determined as follows:

- a. For a dependent Child whose parents are married or are living together, whether or not they have ever been married:
 - ◆ The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
 - ◆ If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.

However, if one Spouse's Plan has some other coordination rule (for example, a "gender rule" which says the father's Plan is always primary), we will follow the rules of that Plan.

- b. For a dependent Child whose parents are divorced or separated or not living together, whether or not they have ever been married:
 - ◆ If a court decree states that one of the parents is responsible for the dependent Child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule

applies to plan years commencing after the Plan is given notice of the court decree;

- ◆ If a court decree states that both parents are responsible for the dependent Child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits;
- ◆ If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent Child, the provisions of subparagraph (a) above shall determine the order of benefits; or
- ◆ If there is no court decree allocating responsibility for the dependent Child's health care expenses or health care coverage, the order of benefits for the Child are as follows:
 - (1) The Plan covering the Custodial Parent;
 - (2) The Plan covering the Spouse of the Custodial Parent;
 - (3) The Plan covering the non-custodial parent; and then
 - (4) The Plan covering the Spouse of the non-custodial parent.

- c. For a dependent Child covered under more than one Plan of individuals who are not the parents of the Child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the Child.

Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber, or retiree or covering the person as a dependent of an employee, member, subscriber, or retiree is the Primary Plan and the COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule

does not apply if the rule labeled "Non-Dependent or Dependent" can determine the order of benefits.

Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than it would have paid had it been the primary plan.

Effect on the Benefits of This Plan

When This Plan is secondary, it may reduce its Benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable Expenses. In determining the amount to be paid for any Claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the Claim do not exceed the total Allowable Expense for that Claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

If a covered person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of service by a non-panel provider, Benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

Right to Receive and Release Needed Information

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. Delta Dental may get the facts it needs from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. Delta Dental need not tell, or get the consent of, any person to do this. Each person claiming Benefits under This Plan must give Delta Dental any facts it needs to apply those rules and determine Benefits payable.

Facility of Payment

A payment made under another plan may include an amount that should have been paid under This Plan. If it does, Delta Dental may pay that amount to the organization that made that payment.

That amount will then be treated as though it were a Benefit paid under This Plan. Delta Dental will not have to pay that amount again. The term "payment made" includes providing

Benefits in the form of services, in which case “payment made” means the reasonable cash value of the Benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Delta Dental is more than it should have paid under this COB provision, it may recover the excess from one or more of the persons it has paid or for whom it has paid, or any other person or organization that may be responsible for the Benefits or services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any Benefits provided in the form of services.

Coordination Disputes

If you believe that we have not paid a Claim properly, you should first attempt to resolve the problem by contacting us. You or your Dentist should contact Delta Dental’s Customer Service department and ask them to check the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089. You may also follow the Claims Appeal Procedure below. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526 or visit the Department’s website at <http://insurance.ohio.gov>.

X. Reconsideration and Claims Appeal Procedure

Reconsideration

If you receive notice of an Adverse Benefit Determination and you think that Delta Dental incorrectly Denied all or part of your Claim, you or your Dentist may contact Delta Dental’s Customer Service department and ask them to reconsider the Claim to make sure it was processed correctly. You may do this by calling the toll-free number, 800-524-0149, and speaking to a telephone advisor. You may also mail your inquiry to the Customer Service Department at P.O. Box 9089, Farmington Hills, Michigan, 48333-9089.

When writing, please enclose a copy of your explanation of Benefits and describe the problem. Be sure to include your name, telephone number, the date, and any information you would like considered about your Claim.

A request for reconsideration is not required and should not be considered a formal request for review of a Denied Claim. Delta Dental provides this opportunity for you to describe problems or submit an explanation or additional information that might indicate your Claim was improperly Denied, and allow Delta Dental to correct any errors quickly and immediately.

Whether or not you have asked Delta Dental informally to reconsider its initial determination, you can request a formal review using the Formal Claims Appeal Procedure described below.

Formal Claims Appeal Procedure

If you receive notice of an Adverse Benefit Determination, you, or your Authorized Representative, should seek a review as soon as possible, but **you must file your request for review within 180 days** of the date that you received that Adverse Benefit Determination.

To request a formal review of your Claim, send your request in writing to:

**Dental Director
Delta Dental
P.O. Box 30416
Lansing, Michigan 48909-7916**

Please include your name and address, the Enrollee’s Member ID, the reason why you believe your Claim was wrongly Denied, and any other information you believe supports your Claim. You also have the right to review the contract between Delta Dental and the Contractor and any documents related to it. If you would like a record of your request and proof that Delta Dental received it, mail your request certified mail, return receipt requested.

The Dental Director or any person reviewing your Claim will not be the same as, nor subordinate to, the person(s) who initially decided your Claim. The reviewer will grant no deference to the prior decision about your Claim. The reviewer will assess the information, including any additional information that you have provided, as if he or she were deciding the Claim for the first time. The reviewer’s decision will take into account all comments, documents, records and other information relating to your Claim even if the information was not available when your Claim was initially decided.

If the decision is based, in whole or in part, on a dental or medical judgment (including determinations with respect to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), the reviewer will consult a dental health care professional with appropriate training and experience, if necessary. The dental health care professional will not be the same individual or that person’s subordinate consulted during the initial determination.

The reviewer will make a determination within 60 days of receipt of your request. If your Claim is Denied on review (in whole or in part), you will be notified in writing. The notice of an Adverse Benefit Determination during the Formal Claims Appeal Procedure will meet the requirements described below.

Manner and Content of Notice

If your Contractor has elected electronic delivery EOBs on behalf of This Plan, you will receive all notices of Adverse Benefit Determinations electronically. Your notice of an Adverse Benefit Determination will inform you of the specific reasons(s) for the Denial, the pertinent plan provisions(s) on which the Denial is based, the applicable review procedures

for dental Claims, including time limits and that, upon request, you are entitled to access all documents, records and other information relevant to your Claim free of charge. This notice will also contain a description of any additional materials necessary to complete your Claim, an explanation of why such materials are necessary, and a statement that you have a right to bring a civil action in court if you receive an Adverse Benefit Determination after your Claim has been completely reviewed according to this Formal Claims Appeal Procedure. The notice will also reference any internal rule, guideline, protocol, or similar document or criteria relied on in making the Adverse Benefit Determination, and will include a statement that a copy of such rule, guideline or protocol may be obtained upon request at no charge. If the Adverse Benefit Determination is based on a matter of medical judgment or medical necessity, the notice will also contain an explanation of the scientific or clinical judgment on which the determination was based, or a statement that a copy of the basis for the scientific or clinical judgment can be obtained upon request at no charge.

If you are still not satisfied, you may contact the Ohio Department of Insurance for instructions on filing a consumer complaint by calling 614-644-2673 or 800-686-1526. You may also write to the Consumer Services Division of the Ohio Department of Insurance, 50 W. Town St., Third Floor, Suite 300, Columbus, Ohio, 4321543215 or visit the Department's website at <http://insurance.ohio.gov>.

XI. Termination of Coverage

Your Delta Dental coverage may automatically terminate:

- ◆ When the Contractor advises Delta Dental to terminate your coverage.
- ◆ On the first day of the month for which the Contractor has failed to pay Delta Dental.
- ◆ For fraud or misrepresentation in the submission of any Claim.
- ◆ For your Dependent, when they no longer qualify as a Dependent.
- ◆ For any other reason stated in the Contract between Delta Dental and the Contractor.

Delta Dental will not continue eligibility for any person covered under This Plan beyond the termination date requested by the Contractor. A person whose eligibility is terminated may not continue group coverage under this Certificate, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 or comparable, non-preempted state law ("COBRA").

XII. Continuation of Coverage

If the Contractor is required to comply with COBRA and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and your dental coverage would otherwise end,

you and your Dependents may have the right to continue that coverage at your expense.

When is Plan Continuation Coverage Available?

Continuation coverage is available if your coverage or a covered Dependent's coverage would end because:

1. Your employment, if applicable, ends for any reason other than your gross misconduct.
2. You do not qualify as an Enrollee as set forth in your Summary of Dental Plan Benefits.
3. You are divorced or legally separated.
4. You die.
5. Your Dependent is no longer a Dependent.
6. You become enrolled in Medicare (if applicable).
7. You are called to active duty in the armed forces of the United States.

If you believe you are entitled to continuation coverage, you should contact the Contractor to receive the appropriate documentation required under the Employee Retirement Income Security Act of 1974 ("ERISA").

XIII. General Conditions

Assignment

Services and Benefits are for the personal benefit of Members and cannot be transferred or assigned, other than to pay Participating Dentists directly.

Subrogation and Right of Reimbursement

To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right you and/or your Dependent has to recover from another party or entity, including but not limited to, that party's insurer, or any other insurer that you or your Dependent may have, which would have been the primary payer if not for the payments made by Delta Dental. This includes but is not limited to, automobile, home, and other liability insurers, as well as any other group health plans.

To the extent that Delta Dental has a subrogation right, you and/or your Dependent must:

1. Provide Delta Dental with any information necessary to identify any other person, entity or plan that may be obligated to provide payments or Benefits for the Covered Services that were paid for by Delta Dental,
2. Cooperate fully in Delta Dental's exercise of its right to subrogation and reimbursement,
3. Not do anything to prejudice those rights (such as settling a claim against another party without notifying Delta Dental, or not including Delta Dental as a co-payee of any settlement amount),

4. Sign any document that Delta Dental determines is relevant to protect Delta Dental's subrogation and reimbursement rights, and
5. Provide relevant information when requested.

The term "information" includes any documents, insurance policies, and police or other investigative reports, as well as any other facts that may reasonably be requested to help Delta Dental enforce its rights. Failure by you or your Dependent to cooperate with Delta Dental may result, at the discretion of Delta Dental, in a reduction of future Benefit payments available to you or your Dependent under This Plan of an amount up to the aggregate amount paid by Delta Dental that was subject to Delta Dental's equitable lien, but for which Delta Dental was not reimbursed. Please note that Delta Dental's recovery pursuant to this section is subject to your rights as a subrogee as set forth in ORC Section 2323.44.

Obtaining and Releasing Information

While you and/or your Dependent(s) are enrolled in This Plan, you and/or your Dependent(s) agree to provide Delta Dental with any information it needs to process Claims and administer Benefits for you and/or your Dependent(s). This includes allowing Delta Dental access to your dental records.

Dentist-Patient Relationship

Members are free to choose any Dentist. Each Dentist is solely responsible for the treatment and/or dental advice provided to the Member, and Delta Dental does not have any liability resulting therefrom.

Loss of Eligibility During Treatment

If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was covered under This Plan will be payable.

Certain services begun before the loss of eligibility may be covered if they are completed within 60 days from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental. The difference between Delta Dental's payment and the total fee for those services is your responsibility. This provision does not apply to orthodontics if covered under This Plan.

Late Claims Submission

Delta Dental will make no payment for services or supplies if a Claim for such has not been received by Delta Dental within one year following the date the services or supplies were completed. In the event that a Participating Dentist submits a Claim more than one year from the date of service, Delta Dental will Deny that portion of the Claim that Delta Dental would have paid if the Claim had been timely submitted, and such Denied portion of the Claim will not be chargeable to the Member. However, you will remain responsible for any applicable Deductible and/or Copayment. In the event that a Nonparticipating Dentist submits a Claim more than one year

from the date of service, Delta Dental will Deny the Claim and you may be responsible for the full amount.

Change of Certificate or Contract

No changes to this Certificate, your Summary of Dental Plan Benefits, or the underlying Contract are valid unless Delta Dental approves them in writing.

Actions

You cannot bring an action on a legal claim arising out of or related to this Certificate unless you have provided at least 60 days' written notice to Delta Dental, unless prohibited by applicable state law. In addition, you cannot bring an action more than three years after the legal claim first arose or after expiration of the applicable statute of limitations, whichever is shorter. Any person seeking to do so will be deemed to have waived his or her right to bring suit on such legal claim. Except as set forth above, this provision does not preclude you from seeking a judicial decision or pursuing other available legal remedies.

Change of Status

You must notify Delta Dental, through the Contractor, of any event that changes the status of a Dependent. Events that can affect the status of a Dependent include, but are not limited to, marriage, birth, death, divorce, and entrance into military service.

Governing Law

This Certificate and the underlying group Contract will be governed by and interpreted under the laws of the state of Ohio.

Right of Recovery Due to Fraud

If Delta Dental pays for services that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to your acts or acts of your Dependents, it may recover that payment from you or your Dependents. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to you or your Dependents. Delta Dental will provide an explanation of the payment recovery at the time the deduction is made.

Insolvency

Delta Dental is not a member of any guaranty fund, and in the event of Delta Dental's insolvency, Enrollees are protected only to the extent that the hold harmless provision required by section 1751.13 of the Ohio Revised Code applies to the health care services rendered.

In the event of insolvency of Delta Dental, an Enrollee may be financially responsible for health care services rendered by a provider or health care facility that is not under contract with

Delta Dental, whether or not Delta Dental authorized the use of the provider or health care facility.

Legally Mandated Benefits

If any applicable law requires broader coverage or more favorable treatment for you or your Dependents than is provided by this Certificate, that law shall have control over the language of this Certificate.

Any person intending to deceive an insurer, who knowingly submits an application or files a Claim containing a false or misleading statement, is guilty of insurance fraud.

Insurance fraud significantly increases the cost of health care. If you are aware of any false information submitted to Delta Dental, please call our toll-free hotline. We only accept anti-fraud calls at this number.

ANTI-FRAUD TOLL-FREE HOTLINE:

800-524-0147

Notice Concerning Coverage Limitations and Exclusions under the Ohio Life and Health Insurance Guaranty Association Act

Residents of Ohio who purchase life insurance, annuities, or health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Ohio Life and Health Insurance Guaranty Association. The purpose of the Association is to ensure resident policyholders will receive some benefits under their policies, subject to state law, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this happens, the Association will assess its other member insurance companies for the money to pay the covered claims and, in some cases, to keep coverage in force. These benefits are limited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

ACTION: Final

DATE: 11/06/2023 12:50 PM

ENACTED

Appendix 3901-1-52

3901-1-52

1

APPENDIX I

Pursuant to Ohio law, the Ohio Life and Health Insurance Guaranty Association (OLHIGA) may provide coverage of claims under certain life insurance policies, health insurance policies, including sickness and accident and health insuring corporation agreements, annuity contracts, and supplemental contracts to any of the preceding, if the member insurer or health insuring corporation becomes impaired or insolvent.

OLHIGA may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in Ohio. You should not rely on coverage by OLHIGA in selecting an insurance company or in selecting an insurance policy. Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus. You should check with your insurance company representative to determine if you are only covered in part or not covered at all.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the guaranty association to induce you to purchase any kind of insurance policy or health insuring corporation coverage.

Information about the financial condition of insurers can be accessed by visiting the Department's website. For additional information or if you have concerns about a violation of Ohio insurance law or would like to file a complaint, please contact:

Ohio Department of Insurance 50 W. Town Street, Suite 300
Columbus, Ohio 43215
1-800-686-1526
www.insurance.ohio.gov

If you have questions about the obligations of OLHIGA, you may contact:

Ohio Life and Health Insurance Guaranty Association
485 Metro Place South, Suite 270
Dublin, Ohio 43017
614-442-6601
www.olhiga.org

Discrimination is Against the Law.

This plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex (consistent with the scope of sex discrimination described at 45 CFR § 92.101(a)(2)). This plan does not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex.

This plan provides people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, other formats). This plan provides free language assistance services to people whose primary language is not English, which may include qualified interpreters and information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, contact the Civil Rights Coordinator. If you believe this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the Civil Rights Coordinator at PO Box 9089, Farmington Hills, MI 48333-9089; by phone at 1-800-524-0149 (TTY users call 711). You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, D.C. 20201; 1-800-368-1019, 800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



	Option 1: Plan C \$150 Frame & ECL \$0 Copay CHOICE	Option 2: Plan C \$150 Frame & ECL \$10/\$25 Copay CHOICE	Option 3: Enhanced Plan B \$130 Frame & ECL \$10 Total Copay CHOICE	Option 4: Enhanced Plan B \$130 Frame & ECL \$10/\$25 Copay CHOICE	Option 5: Plan C \$150 Frame & ECL \$15/\$15 Copay CHOICE	Option 6: Enhanced Plan B \$120 Frame & ECL \$0 Copay Signature
Exams Exam with Dilation as necessary: Frequency:	Covered in full, no copay Every plan year	\$10 Copay, then covered in full Every plan year	\$10 Total copay for exam and materials Every plan year	\$10 Copay, then covered in full Every plan year	\$15 Copay, then covered in full Every plan year	Covered in full, no copay Every plan year
Contact Lens Fitting & Follow-up Frames	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60
Frame of your choice: Frequency:	Up to plan allowance of \$150 retail; 20% off balance over \$150 Every plan year	Up to plan allowance of \$150 retail; 20% off balance over \$150 Every plan year	Up to plan allowance of \$130 retail; 20% off balance over \$130 Every other plan year	Up to plan allowance of \$130 retail; 20% off balance over \$130 Every other plan year	Up to plan allowance of \$150 retail; 20% off balance over \$150 Every plan year	Up to plan allowance of \$120 retail; 20% off balance over \$120 Every other plan year
Lenses Single: Bifocal: Trifocal: Frequency:	Covered in full Covered in full Covered in full Every plan year	\$25 Copay, then covered in full \$25 Copay, then covered in full \$25 Copay, then covered in full Every plan year	Included with exam copay Included with exam copay Included with exam copay Every plan year	\$25 Copay, then covered in full \$25 Copay, then covered in full \$25 Copay, then covered in full Every plan year	\$15 Copay, then covered in full \$15 Copay, then covered in full \$15 Copay, then covered in full Every plan year	Covered in full Covered in full Covered in full Every plan year
Lens Options UV Coating: Tint (Solid and Gradient): Standard Scratch-Resistance: Standard Polycarbonate: Standard Progressive (Add-on to Bifocal): Standard Anti-Reflective Coating: Other Add-Ons and Services:	\$16 Copay Covered in Full \$17 Copay \$33-\$37 Copay \$55 Copay \$43 Copay 20% off retail price	\$16 Copay Covered in Full \$17 Copay \$33-\$37 Copay \$55 Copay \$43 Copay 20% off retail price	\$16 Copay \$15-\$17 Copay \$17 Copay \$33-\$37 Copay \$55 Copay \$43 Copay 20% off retail price	\$16 Copay \$15-\$17 Copay \$17 Copay \$33-\$37 Copay \$55 Copay \$43 Copay 20% off retail price	\$16 Copay \$15-\$17 Copay \$17 Copay \$33-\$37 Copay \$55 Copay \$43 Copay 20% off retail price	\$16 Copay \$15-\$17 Copay \$17 Copay \$33-\$37 Copay \$55 Copay \$43 Copay 20% off retail price
Contact Lenses Medically Necessary: Elective: Frequency:	These benefits are in lieu of using the annual allowance for glasses Covered in full \$0 Copay, \$150 allowance Every plan year	These benefits are in lieu of using the annual allowance for glasses \$25 Copay, then covered in full \$0 Copay, \$150 allowance Every plan year	These benefits are in lieu of using the annual allowance for glasses Covered in full \$0 Copay, \$130 allowance Every plan year	These benefits are in lieu of using the annual allowance for glasses \$25 Copay, then covered in full \$0 Copay, \$130 allowance Every plan year	These benefits are in lieu of using the annual allowance for glasses \$15 Copay, then covered in full \$0 Copay, \$150 allowance Every plan year	These benefits are in lieu of using the annual allowance for glasses Covered in full \$0 Copay, \$120 allowance Every plan year
Laser Vision Correction Lasik or PRK	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price
Monthly Fully Insured Rates	Renewal	Renewal	Renewal	Renewal	Renewal	Renewal
Employee:	\$9.21	\$6.82	\$6.02	\$5.20	\$8.07	--
Employee + 1:	\$18.43	\$13.64	\$12.04	\$10.39	\$14.12	--
Employee + Children	--	--	--	--	\$15.32	--
EE+Family:	\$29.66	\$21.96	\$19.40	\$16.73	\$23.39	--
Composite	--	--	--	--	--	\$21.60
Benefits through VSP Open Access						
Exam:	up to \$45	up to \$45	up to \$45	up to \$45	up to \$45	up to \$50
Single vision lenses:	up to \$30	up to \$30	up to \$30	up to \$30	up to \$30	up to \$50
Bifocal lenses:	up to \$50	up to \$50	up to \$50	up to \$50	up to \$50	up to \$75
Trifocal lenses:	up to \$65	up to \$65	up to \$65	up to \$65	up to \$65	up to \$100
Lenticular lenses:	up to \$100	up to \$100	up to \$100	up to \$100	up to \$100	up to \$125
Frame:	up to \$70	up to \$70	up to \$70	up to \$70	up to \$70	up to \$70
Elective contact lenses:	up to \$105	up to \$105	up to \$105	up to \$105	up to \$105	up to \$105
Necessary contact lenses:	up to \$210	up to \$210	up to \$210	up to \$210	up to \$210	up to \$210

Note: current and renewal age limits for children and students is 26 date of birth

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, sign and return this form to the address or email below by October 15, 2016 . VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.



		Option 7: Plan C \$150 Frame & ECL \$10/\$15 Copay	Option 8: Plan C \$150 Frame & ECL \$0/\$15 Copay	Option 9: Plan C \$150 Frame & ECL \$10/\$25 Copay	Option 10: Plan C \$130 Frame & ECL \$10/\$25 Copay	Option 11: Enhanced Plan B \$10 Exam Copay
		CHOICE	CHOICE	CHOICE	CHOICE	CHOICE - Exam Plus
Exams Exam with Dilation as necessary:	Frequency:	\$10 Copay, then covered in full Every plan year	Covered in Full Every plan year	\$10 Copay, then covered in full Every plan year	\$10 Copay, then covered in full Every plan year	\$10 Copay, then covered in full Every plan year
		15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	15% discount on usual & customary fees, cannot exceed \$60	--
Frames						
Frame of your choice:		Up to plan allowance of \$150 retail; 20% off balance over \$150	Up to plan allowance of \$150 retail; 20% off balance over \$150	Up to plan allowance of \$150 retail; 20% off balance over \$150	Up to plan allowance of \$130 retail; 20% off balance over \$130	20% off of retail price
	Frequency:	Every plan year	Every plan year	Every plan year	Every plan year	--
Lenses						
Single:		\$15 Copay, then covered in full	\$15 Copay, then covered in full	\$25 Copay, then covered in full	\$25 Copay, then covered in full	20% off of retail price
Bifocal:		\$15 Copay, then covered in full	\$15 Copay, then covered in full	\$25 Copay, then covered in full	\$25 Copay, then covered in full	20% off of retail price
Trifocal:		\$15 Copay, then covered in full	\$15 Copay, then covered in full	\$25 Copay, then covered in full	\$25 Copay, then covered in full	20% off of retail price
	Frequency:	Every plan year	Every plan year	Every plan year	Every plan year	--
Lens Options						
UV Coating:		\$16 Copay	\$16 Copay	\$16 Copay	\$16 Copay	\$16 Copay
Tint (Solid and Gradient):		Covered in Full	Covered in Full	\$15-\$17 Copay	\$15-\$17 Copay	\$15-\$17 Copay
Standard Scratch-Resistance:		\$17 Copay	\$17 Copay	\$17 Copay	\$17 Copay	\$17 Copay
Standard Polycarbonate:		\$33-\$37 Copay	\$33-\$37 Copay	\$33-\$37 Copay	\$33-\$37 Copay	\$33-\$37 Copay
Standard Progressive (Add-on to Bifocal):		\$55 Copay	\$55 Copay	\$55 Copay	\$55 Copay	\$55 Copay
Standard Anti-Reflective Coating:		\$43 Copay	\$43 Copay	\$43 Copay	\$43 Copay	\$43 Copay
Other Add-Ons and Services:		20% off retail price	20% off retail price	20% off retail price	20% off retail price	20% off retail price
Contact Lenses						
Medically Necessary:		These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses	These benefits are in lieu of using the annual allowance for glasses
Elective:		\$15 Copay, then covered in full	\$15 Copay, then covered in full	\$25 Copay, then covered in full	\$25 Copay, then covered in full	--
		\$0 Copay, \$150 allowance	\$0 Copay, \$150 allowance	\$0 Copay, \$150 allowance	\$0 Copay, \$130 allowance	--
	Frequency:	Every plan year	Every plan year	Every plan year	Every plan year	--
Laser Vision Correction						
Lasik or PRK		15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price	15% off retail price or 5% off promotional price
Monthly Fully Insured Rates		Renewal	Renewal	Renewal	Renewal	Renewal
Employee:		--	--	--	\$5.99	\$0.59
Employee + 1:		--	--	--	\$11.77	\$1.17
Employee + Children		--	--	--	--	--
EE+Family:		--	--	--	\$18.94	\$1.88
Composite		\$18.19	\$21.44	\$27.66	--	--
Benefits through VSP Open Access						
Exam:		up to \$45	up to \$45	up to \$45	up to \$45	up to \$45
Single vision lenses:		up to \$30	up to \$30	up to \$30	up to \$30	up to \$30
Bifocal lenses:		up to \$50	up to \$50	up to \$50	up to \$50	up to \$50
Trifocal lenses:		up to \$65	up to \$65	up to \$65	up to \$65	up to \$65
Lenticular lenses:		up to \$100	up to \$100	up to \$100	up to \$100	up to \$100
Frame:		up to \$70	up to \$70	up to \$70	up to \$70	up to \$70
Elective contact lenses:		up to \$105	up to \$105	up to \$105	up to \$105	up to \$105
Necessary contact lenses:		up to \$210	up to \$210	up to \$210	up to \$210	up to \$210

Note: current and renewal age limits for children and students is 26 date of birth

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, sign and return this form to the address or email below by October 15, 2016. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

Michelle L. Crockett

Signature / Title / Date

RESOLUTION NO. 54-2026

**A RESOLUTION AUTHORIZING THE MAYOR
TO ENTER INTO AN AGREEMENT WITH THE DENTAL AND VISION
CARE PROVIDER OFFERING THE BEST AND
MOST REASONABLE RATES THROUGH ACRISURE
FOR VILLAGE EMPLOYEES FOR THE YEAR 2027
AND DECLARING AN EMERGENCY**

WHEREAS, Council has been advised that there is an immediate need to provide for the continuation of dental and vision care insurance coverage and benefits for certain employees of the Village of Perry; and,

WHEREAS, Council deems it to be in the best interests of the residents of the Village of Perry to provide for the uninterrupted continuation of said dental and vision care benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:

Section 1. The Mayor is hereby authorized and directed to enter into an agreement with The dental and vision care provider he determines to be offering the best and most reasonable rates as provided by Acrisure for the purpose of securing continuous and uninterrupted dental and vision care insurance coverage and benefits for certain employees of the Village, as is more specifically set forth in Exhibit "A" that is attached hereto and made a part hereof.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to continually provide for the fair and proper administration of Village affairs. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry, Ohio.

Wherefore, this Resolution shall be in full force and effect immediately upon its passage.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____
JOHN H. ROSKOS, FISCAL OFFICER



QUOTE

QT-000878

Peacemaker Technologies LLC

1308 Common St
205
New Braunfels Texas 78130
U.S.A
8662226660
orders@peacemakertech.com
https://peacemakertech.com

Bill To

Perry Village Police Department

3758 Center Road
Perry
44081 Ohio
U.S.A

: 31 Aug 2026
Expiry Date : 21 Dec 2026
E Citation : false

#	Item & Description	Qty	Rate	Amount
1	PACKAGE A	6.00	2,190.00	13,140.00
2	D316XVG2 - WIN 11 Ultra Core I5, 32GB Ram, WIN 11 Enterprise, Extended Temp Protection	6.00 Each	0.00	0.00
3	D316XVG2 - VEHICLE DOCKING STATION	6.00 Each	0.00	0.00
4	D316XVG2 - Wall Power Adapter	6.00 Each	0.00	0.00
5	E320XVG2 - Lind 90W DC Power Supply E320XVG2 - Lind 90W DC Power Supply	6.00 Each	0.00	0.00
6	TROY SIDE-MOUNT COMPUTER MOUNT WITH ROTATING & EXTENDABLE SLIDE-ARM	6.00 pcs	0.00	0.00
7	Mobile Mounts VPDU	6.00 pcs	0.00	0.00
8	Wiring Kit w/ 50amp All Weather Fuse Holder Wiring Kit w/ 50amp All Weather Fuse Holder	6.00 Each	0.00	0.00
9	Peplink BR1 Mini	6.00 Each	0.00	0.00
10	DRILL ANTENNA	6.00 pcs	0.00	0.00

#	Item & Description	Qty	Rate	Amount
11	BROTHER RJ4250 4" THERMAL PRINTER	6.00 Each	0.00	0.00
12	RJ4250 Headrest Printer Kit w/ (1) Roll Paper	6.00 pcs	0.00	0.00
13	WARRANTY - LAPTOP (4) Year - No Fault / Accidental Damage Warranty - Does not include replacement batteries.	6.00	0.00	0.00
14	WARRANTY - DOCKING STATION (4) Year - No Fault / Accidental Damage Warranty	6.00	0.00	0.00
15	Onsite Vehicle Installation On-Site Vehicle Installation and Supplies Package	6.00 Each	650.00	3,900.00
16	E-CITATION PACKAGE 2	6.00	895.00	5,370.00
17	X Cover VI PRO - Rugged Handheld X Cover VI PRO - Rugged Handheld	6.00 Each	0.00	0.00
18	E-CITATION TRAINING - 8 HOURS / 2 CLASSES MAX	1.00	750.00	750.00
19	E-CITATION CONFIGURATION / SETUP E-CITATION AGENCY / USER CONFIGURATION	1.00	1,000.00	1,000.00
20	E-CITATION SINGLE USER LICENSE - ANNUAL FEE ANNUAL SUBSCRIPTION - E-CITATION- SINGLE USER LICENSE	8.00 Each	500.00	4,000.00
21	1 Year E Citation License Promo	14.00	-500.00	-7,000.00
			Sub Total	21,160.00
			Total	\$21,160.00

Notes

Thank you for allowing Peacemaker Technologies the opportunity to earn your Trust, Loyalty and Business.

Peacemaker Technologies qualifies as a Sole Source, or may be purchased through the following Nationwide Buying Cooperatives: Virginia Sheriff's Association and North Carolina Sheriff's Association.

Terms & Conditions

Hardware-as-a-Subscription - Requires agreement and governing body resolution. Equipment Refresh each 48 months with agreement continuation. \$22,510.00 Estimated Annual Payment. Final quote provided by Government Capitol.

I, hereby agree to purchase All equipment and services set forth in this estimate. I understand that this estimate represents ALL

equipment and services being procured under this estimate and includes any and all commitments verbal or written. I understand that it is my responsibility to insure that the equipment and services contemplated in this estimate are complete and accurate. I understand additional charges will apply if additional equipment or services are added after acceptance of this estimate.

PLEASE SIGN AND RETURN TO:

ORDERS@PEACEMAKERTECH.COM

RESOLUTION NO. 55-2026

A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT WITH PEACE MAKER TECHNOLOGIES LLC FOR POLICE DEPARTMENT MOBILE COMPUTERS AND ACCESSORIES, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Perry Police Department requires reliable, and efficient mobile computers and citation devices to optimize departmental operations; and

WHEREAS, Peace Maker Technologies LLC, offers high quality mobile computers and e-ticket writers specifically designed to meet the complex operational needs of law enforcement and public safety agencies; and

WHEREAS, the Council of the Village of Perry has reviewed the proposal provided by Peace Maker Technologies and has determined that entering into an agreement for these services is necessary and in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Perry, County of Lake, State of Ohio, that:

SECTION 1.

The Mayor and the Fiscal Officer are hereby authorized and directed to execute, on behalf of the Village of Perry, a contract with Peace Maker Technologies LLC. The term of this agreement shall be for a period of 4 years as is further detailed in Exhibit A, a three (3) page document attached and included herein by reference.

SECTION 2.

The Fiscal Officer is hereby authorized to appropriate and expend the necessary funds from the 2907 Property Maintenance Fund for “Public Welfare” purposes as permitted by Resolution 30-2024, to satisfy the financial obligations set forth in the agreement with Peace Maker Technologies LLC.

SECTION 3.

It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4.

This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the residents of the Village of Perry, and for the further reason that the immediate execution of this contract is necessary to ensure the prudent management of Village affairs and efficient operation of the Police Department.

WHEREFORE, this Resolution shall take effect and be in full force from and after the earliest period allowed by law.

Elias Coss, Mayor

ADOPTED: _____.

ATTEST: _____

John H. Roskos, Fiscal Officer

ORDINANCE NO. 2026-14

**AN ORDINANCE DOCUMENTING AND RECORDING THE
COMPENSATION OF CERTAIN OFFICIALS AND EMPLOYEES OF THE
VILLAGE OF PERRY, OHIO DURING FISCAL YEAR 2027,
AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to the provisions of the Codified Ordinances of the Village of Perry, Ohio, as well as the provisions of the Ohio Revised Code, the Village employs certain officials and employees; and

WHEREAS, the Village is required to provide for the annual salaries and wages of certain officials and employees; and

WHEREAS, Council finds it to be in the best interests of the residents of the Village to provide for such at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, LAKE COUNTY, AND STATE OF OHIO:

SECTION 1. That, effective January 1, 2027, the annual salaries and wages of certain officials and employees of the Village are hereby approved as are more specifically set forth in Exhibit A (a two page document that is attached hereto and made a part hereof); and further, are hereby administratively recorded for departmental use.

SECTION 2. That prior salaries and wages in conflict with this Ordinance are hereby repealed.

SECTION 3. That all formal actions of this Council concerning the passage of this ordinance were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be and is passed as an emergency measure, the emergency being the need to manage the financial affairs of the Village in prudent and responsible manner. Said ordinance is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Perry and shall go into effect at the earliest period allowable by law.

ELIAS COSS, MAYOR

ADOPTED: _____

ATTEST: _____

JOHN H. ROSKOS, FISCAL OFFICER

ORDINANCE NO. 2026-14
“EXHIBIT A”

JOB CLASSIFICATIONS – SALARY RANGES

The following is a listing of job classifications in which there is included for each job classifications a salary guide to be considered in determining the amount of compensation to be paid to a person filling any such classified positions.

<u>ADMINISTRATIVE EXEMPT POSITIONS*:</u>	<u>SALARY</u>
Mayor	\$13,000.00 or (\$1,083.33 per month)
Council Pro-Tempore	\$ 5,100.00 or (\$425.00 per month)
Council Members	\$ 4,200.00 or (\$350.00 per month)

<u>NON-EXEMPT POSITIONS:</u>	<u>HOURLY RANGE PAY</u>
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POLICE DEPARTMENT

Patrol Officer Step 1	\$ 34.00
Patrol Officer Step 2	\$ 34.51
Patrol Officer Step 3	\$ 35.03
Patrol Officer Step 4	\$ 35.55
Patrol Officer Step 5	\$ 36.09
Sergeant	\$ 37.09
Lieutenant	\$ 40.65
Canine Handler	\$ 40.65
Shift Differential (Night Shift)	\$ 0.75
Additional/hour	

Additional Compensation for Exceptional Service: In addition to the hourly range pay established for the Police Department, the Mayor is granted the authority to approve a supplementary bonus payment to any police officer contingent upon available appropriated funds. Such payment shall be strictly for the purpose of recognizing outstanding merit, exceptional work, or the assumption of temporary higher-level responsibilities, and shall not permanently alter the officer's established base rate of pay. Any such bonus awarded under this provision shall not exceed a maximum of \$4,000.00 per instance, plus any corresponding employer-mandated benefit contributions (such as OP&F) required by law.

ROAD DEPARTMENT

Part-Time Road Labor	\$	20.00
Part-Time Snow Plow	\$	26.50
Part-Time Road Labor or Snow Removal On-Call- a minimum 4 hours pay at \$ 25.00 per hour (actual hours are worked are paid in addition to these on-call hours)		
CDL License Additional/hour	\$	2.00

ADMINISTRATION

Administrative Assistant	\$	22.00 to 24.00
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NOTE: See employee handbook for complete explanation for Comp-time, Holiday, Vacation and Sick time on how earn and used, as well as calculation of Overtime Hours.

***Other administrative positions not listed here are governed by separate contracts.**