

Orange Township Board of Trustees
Delaware County, Ohio
Regular Trustee Meeting, February 4, 2019

A full and accurate account of this meeting's audio and video can be found at www.orangetwp.org

Mr. Rivers called the meeting to order at 10:00 a.m.

PRESENT: Ryan Rivers, Chair – present
Lisa Knapp, Vice-Chair – present
Deborah Taranto, Trustee – present
Wesley Mayer, Fiscal Officer – present

ALSO PRESENT:

Bill Cowen Director of Operations
Michele Boni Planning and Zoning Director
Lee Bodnar Township Administrator
Michael McCarthy Township General Counsel

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Mr. Rivers asked for any public comment. There was none.

ZONING REPORT

Mr. Rivers moved the “Set Date For Trustee Hearing Date” up so members of the audience could leave if they so desired.

SET DATE FOR BOARD OF TRUSTEES HEARING REGARDING ZONING CASE #ZON-18-06, KERBLER FARMS LLC & JAK INVESTMENTS II LLC

Ms. Boni, Planning and Zoning Director, gave a brief synopsis of the two hearings. She answered the Board's questions. Mr. Don Hunter with the Schott Real-Estate come forward and spoke briefly.

RES.19-048 SET HEARING DATE

Motion by Mr. Rivers to hold the zoning hearing for Case #ZON-18-06; Kerbler Farms LLC & JAK Investments II LLC, on February 19, 2019, at 6:00 p. m. at township hall.

Seconded by Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

SET DATE FOR BOARD OF TRUSTEES HEARING REGARDING ZONING CASE #ZON-18-07, KERBLER FARMS LLC

RES.19-049 SET HEARING DATE

Motion by Mr. Rivers to hold the zoning hearing for Case #ZON-18-07; Kerbler Farms LLC, on February 19, 2019, at 6:00 p. m. at township hall.

Seconded by Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

10:00 A.M. ELECTRIC AGGREGATION UPDATE

Scott Belcastro, of Trebel came forward to speak and give an update on the electric aggregation. He discussed;

- The participation of residents from Orange Township
- Where the market is with electric aggregation
- Where the township is in their program
- Provided documents for the Board and reviewed them with the Board
- He felt Orange Township was in a good spot with the program
- Addressed the Board's concerns
- This spring they will fix Bridge Park solar panels

APPROVAL OF MINUTES

JANUARY 7, 2019 REGULAR ORGANIZATIONAL TRUSTEE MEETING

Ms. Taranto had two minor corrections to the January 7, 2019 trustee meeting minutes.

RES.19-050 APPROVAL OF MINUTES

Motion by Mr. Rivers to approve the January 7, 2019, regular organizational trustee meeting minutes with changes.

Seconded by Ms. Taranto.

VOTE: Rivers – yes, Taranto – yes, Knapp – yes.

JANUARY 22, 2019 REGULAR TRUSTEE MEETING

RES.19-051 APPROVAL OF MINUTES

Motion by Mr. Rivers to approve the January 22, 2019, regular trustee meeting minutes as presented.

Seconded by Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

ZONING REPORT (continued)

ORANGE TOWNSHIP ZONING HEARINGS/MEETINGS REPORT

Ms. Boni reviewed the zoning hearings/meetings report which could be found on the table as you enter the trustee meeting room. She answered the Board’s questions.

MAINTENANCE REPORT

Bill Cowan, Director of Operations came forward. He commented:

- The snow event last Friday was much more than anticipated
- Felt the maintenance department did a fairly good job
- The salt is getting a little bit low but we are holding our own

PARK REPORT

Mr. Cowan reviewed the three items. Ms. Knapp asked to add the July 27, 2019, 7:00 p.m. to 10:00 p.m. BBQ event to the bid agreement calendar. Ms. Knapp noted an incident with a mailbox.

DISCUSSION AND POSSIBLE ACTION REGARDING SEASON PASS, SWIM LESSON, AND POOL SHELTER RENTAL RATES FOR 2019

RES.19-052 SET NORTH ORANGE AQUATIC CENTER RATES FOR 2019 SEASON

Motion by Mr. Rivers to adopt the rates for the North Orange Aquatic Center for the 2019 season as found in “Exhibit “A” and as presented at this evening:

Exhibit “A”

2019 NORTH ORANGE AQUATIC CENTER RATES

Early Bird Pricing – Pool Pass Applications Received or Post Marked On or Before Tuesday, April 30, 2019 will Receive \$10.00 off the cost of their Season Pool Pass		
Season Passes (ages 2 and under free)	Resident Rate	Non-Resident Rate
3 through 12 years of age	\$90.00	n/a
Adult	\$95.00	n/a
Senior Adults – 60 and over	70.00	n/a
Family of 2	\$155.00	n/a
Family of 3	\$170.00	n/a

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Family of 4	\$185.00	n/a
Family of 5	\$200.00, plus \$15.00 for each additional person over 5	n/a
Babysitter w/family pass	\$30.00	n/a

Note: \$.50 for "Swimmies" diapers to pool patrons on an as-needed basis

Other Passes (ages 2 and under free)	Resident Rate	Non-Resident Rate	Season Pass Holder
Daily pass	\$6.00	\$12.00	\$0
Twilight Day Pass	\$4.00	\$10.00	\$0
Special Event/BBQ	\$8.00	\$8.00	\$8.00
Special Event – Swim Only	\$2.00	\$2.00	\$0
Night Swim	\$2.00	\$2.00	\$0

Swimming/Diving Lessons/Water Aerobics	Resident Rate	Non-Resident Rate
Group Lessons - Season Pass Holder	\$55.00	n/a
Group Lessons - Non-Season Pass Holder	\$65.00	\$75.00
Private Lessons (all)	\$35.00 per 30 minutes	\$35.00 per 30 minutes

Rentals	Resident Rate	Non-Resident Rate
Community Room Deposit	\$100.00 per rental	\$100.00 per rental
Rental Rate	\$ 35.00 per hour	\$ 60.00 per hour
Township Hall Resident Weekend Deposit	\$100.00 per room	n/a
Rental Rate(Friday 5:00pm –Sunday 11:30pm)	\$ 50.00 per hour	n/a
Shelter Deposit	\$ 25.00 per rental	n/a
Rental Rate	\$ 10.00 per hour	n/a
Pool Shelter Deposit	\$50.00 per 2 hour rental (\$25.00 refundable deposit)	\$75.00 per 2 hour rental (\$25.00 refundable deposit)
Rental Rate	n/a	n/a

Miscellaneous	Rate
Life Jacket Rental	no charge - provide ID for return of jacket)
Family Night - Wednesdays after 5:00 PM	\$2.00 per hotdog
Employee Discount	no discount

Concession Items	Price
Hot Dog	\$2.50
Pizza	\$2.00
Pretzel	\$1.50
Popcorn	\$1.00
Nachos	\$2.00
Chips	\$1.00
Water	\$1.50
Slushie	\$1.00
Cotton Candy	\$2.00 (cone or bag)
Pop	\$1.75
Gatorade/Juice	\$1.50
Candy	\$1.50
Cup of Ice	\$0.50
Cup of Cheese	\$0.50

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Ice Cream	\$1.50 (novelty)
Ice Cream	\$2.00 (premium)

Military Discount – Memorial and July 4th – no charge for Orange Township Resident Military Service Members with valid military ID and immediate family (spouse and dependent children) on Monday, May 27, 2019 and Thursday July 4 2019.

Seconded by Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

APPROVAL TO GO OUT TO BID FOR POOL MANAGEMENT SERVICES

RES.19-053 ACCEPTING THE PROPOSAL MANUAL FOR THE SWIMMING POOL MANAGEMENT AGREEMENT FOR THE 2019 POOL/CONCESSION YEAR AND AUTHORIZING SOLICITATION OF PROPOSALS

Mr. Rivers moved the adoption of the following Resolution:

WHEREAS, the Board of Township Trustees of Orange Township, Delaware County, Ohio (“Board”), owns and operates the North Orange Aquatic Center in the Township; and,

WHEREAS, Revised Code Section 505.261 authorizes the Board to contract for the care and maintenance of park and recreation facilities under the Board’s control through the competitive selection process; and,

WHEREAS, the Board now desires to contract with a vendor for the care and maintenance of the North Orange Aquatic Center through the competitive selection process.

NOW THEREFORE BE IT RESOLVED that the Board of Township Trustees of Orange Township hereby accepts and approves the Proposal Manual for the Swimming Pool Management Agreement for the 2019 Pool/Concession Year as presented to the Board and dated to be issued for bidding on February 04, 2019, such acceptance and approval including but not being limited to the Public Announcement, Proposal Instructions and Proposal Form with Swimming Pool Management Agreement - Attachment to Proposal Form, Alternate #1 and Alternate #2, all as contained therein.

BE IT FURTHER RESOLVED that the Board directs and authorizes the solicitation of proposals for the Swimming Pool Management Agreement for the 2019 Pool/Concession Year, with the anticipation that: the Public Announcement will be advertised on February 7, 2019 and February 14, 2019; the Pre-proposal Conference will be held on February 21, 2019 at 1:30 p.m. at the Township Hall; the bid opening will be on February 28, 2019, at 1:30 p.m. at the Township Hall; and that the contract will be awarded at the Regular Meeting to be held on March 4, 2019, at the Township Hall.

BE IT FURTHER RESOLVED that Director of Operations William Cowan is authorized to amend the dates and times of events and deadlines in the materials in the event of typographical error therein and to correct any typographical error found therein.

Seconded by Ms. Taranto.

VOTE: Rivers – yes, Taranto – yes, Knapp – yes.

APPROVE RACE AGREEMENT WITH NORTH ORANGE FAMILY DENTISTRY KYLE D. BOGAN DDS LLC (MILES FOR SMILES)

RES.19-054 ENTER INTO A RACE AGREEMENT WITH NORTH ORANGE FAMILY DENTISTRY KYLE D. BOGAN DDS, LLC FOR USE OF RECREATIONAL TRAIL PREMISES LOCATED AT NORTH ORANGE PARK AND ORANGE TOWNSHIP TRAIL SYSTEM

Mr. Rivers moved the adoption of the following Resolution:

BE IT RESOLVED that the Board of Township Trustees of Orange Township, Delaware County, Ohio, approve and enter into an agreement with North Orange Family Dentistry Kyle D. Bogan DDS, LLC for the use of recreational trail premises located at North Orange Park and Orange Township Trail System for the Miles for Smiles Run on Saturday, July 27, 2019. The agreement shall be in the form presented to the Board

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as being made with North Orange Family Dentistry, Kyle D. Bogan DDS, LLC, titled *Orange Township Race Agreement* and bearing in its footer the identifying version date of 022016.

BE IT FURTHER RESOLVED that Trustee Knapp of the Board shall execute such Agreement on behalf of the Board.

Motion seconded by Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

PUBLIC SAFETY REPORT

There was nothing to report.

FISCAL OFFICE REPORT

Fiscal Officer, Mr. Wes Mayer provided a brief update:

- The December bank reconciliation will be completed today
- The year 2018 will be closed within a couple of days
- The year-end financial report will be sent to the auditor
- The 2018 state audit will start soon sometime thereafter

SCHEDULING SPECIAL BOARD MEETINGS FOR REVIEW, DISCUSSION, AND POSSIBLE ACTION REGARDING THE TOWNSHIP’S 2019 PERMANENT APPROPRIATIONS

Mr. Mayer commented he had met with all department heads to discuss their budgets. Mr. Mayer would like to set up special trustee meetings to go over the appropriations. There was discussion between the Board and Mr. Mayer. The Board decided to wait until the regular trustee meeting on February 19, 2019, to decide if a special meeting may be needed.

10:30 A.M. MR. DIVYADITYA SHRIVASTAVA – PRESENTATION OF DRONE USE FOR FIRE SERVICE

Divyaditya Shrivastava, CEO of Paladin Drones came forward and commented:

- Presented a PowerPoint presentation
- Pass two years he has been very interested in drone usage in fire service
- His company employ autonomous drones for 911 calls, police, EMS and fire calls
- The ideology is to provide better efficiency to the departments
- The drones provide, better information, exact location, view of situation before arriving, track a fire, thus personnel can plan ahead of arriving at destination by using cell phone connection with drone
- Went in to detail as to how his drone works
- Asked the trustees to try to consider a 3 month trial for approximately \$10,000.00
- Purpose of his presentation was to introduce the idea to the Board
- Answered the Board’s questions

ADMINISTRATIVE REPORT

Mr. Bodnar explained the following then and now purchase orders. There was discussion among the Board and the fiscal officer regarding public records requests. Ms. Taranto didn’t realize the township was sending all public records request to Isaac, Wiles, Burkholder, & Teetor LLC. She felt the township should be getting back to doing them themselves and send the more questionable ones to the prosecutor’s office. Ms. Knapp disagreed because of previous inconsistencies. The members of the Board and the Fiscal Officer shared their thoughts.

DISCUSSION AND POSSIBLE ACTION REGARDING THE ISSUANCE OF PURCHASE ORDER FOR FISHEL DOWNEY ALBRECHT & RIEPENHOFF LLP FOR LEGAL SERVICES

RES.19-055 AUTHORIZATION OF THEN AND NOW PURCHASE ORDER

Motion by Mr. Rivers to authorize the issuance of a “Then and Now” Purchase Order for \$9,319.50 from Account Number #1000-110-311-1101 (Accounting and Legal Fees - Administration) for Fishel Downey Albrecht & Riepenhoff LLP for Legal Services.

Second: Ms. Taranto.

VOTE: Rivers – yes, Taranto – yes, Knapp – yes.

DISCUSSION AND POSSIBLE ACTION REGARDING THE ISSUANCE OF A PURCHASE ORDER FOR ISAAC WILES BURKHOLDER & TEETOR, LLC FOR LEGAL SERVICES

RES.19-056 AUTHORIZATION OF THEN AND NOW PURCHASE ORDER

Motion by Mr. Rivers to authorize the issuance of a “Then and Now” Purchase Order for \$5,657.00 from Account Number #1000-110-311-1101 (Accounting and Legal Fees - Administration) for Isaac Wiles Burkholder & Teetor, LLC for Legal Services.

Second: Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – no.

DISCUSSION AND POSSIBLE ACTION REGARDING AN UPDATE TO THE INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES

Mr. Bodnar explained the Board had approved this already, but due to timing issues in December; the county is in need to revamp the agreement to meet current dates and names.

RES.19-057 TO ENTER INTO INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE PROVISION OF INFORMATION TECHNOLOGY SERVICES

Mr. Rivers moved the adoption of the following Resolution:

BE IT RESOLVED that, pursuant to R.C. Sections 9.482, 307.846 and 307.15, *et seq.*, the Board of Township Trustees of Orange Township, Delaware County, Ohio (“Township”), enter into an *Intergovernmental Cooperation Agreement* with the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners (collectively "County") under which the County will provide Information Technology Services to the Township.

BE IT FURTHER RESOLVED that such agreement shall be in the form submitted to the Township and attached hereto as Exhibit “1”, the contents of which are incorporated by reference into this Resolution as if fully repeated herein.

BE IT FURTHER RESOLVED that all members of the Board of Township Trustees shall execute such agreement on behalf of the Board.

BE IT FURTHER RESOLVED that Resolution No. 18-404 and all prior resolutions of the Township in conflict with this Resolution are hereby repealed and of no further force or effect.

Motion seconded by Ms. Knapp.

VOTE: Rivers- yes, Knapp – yes, Taranto – yes.

Exhibit “1”

INTERGOVERNMENTAL COOPERATION AGREEMENT

Section 1 – Parties to the Agreement

This Agreement (“Agreement”) is made and entered into this _____ day of _____, 2019 by and between the Delaware County Automatic Data Processing Board and the Delaware County Board of Commissioners, whose address is 101 North Sandusky Street, Delaware, Ohio 43015 (collectively, the “County”), and the Board of Township Trustees of Orange Township, Delaware County, Ohio, whose address is 1680 E. Orange Road, Lewis Center, Ohio 43035 ("Township"), (hereinafter referred to individually as “Party” or collectively as the “Parties”).

Section 2 – Purpose

This Agreement is authorized by sections 9.482, 307.846, and 307.15, *et seq.*, of the Revised Code. The Township desires to enter into an agreement with the County that allows Delaware County Information Technology staff to provide Information Technology (“IT”) services to the Township, and the County is willing and able to provide such services. This Agreement shall establish the terms and conditions for the support of Township IT services.

Section 3 – Division of Responsibilities

The Township shall pay, as specified below, for IT services provided. The County, via the Delaware County Data Center Administrator, shall administer the services on behalf of the Township, supervise the work of the staff, and advise the Township regarding IT projects. By entering into this Agreement, the Township authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this Agreement.

The specific services to be provided are more fully set forth in Exhibit A, which is attached hereto and, by this reference, fully incorporated herein.

Section 4 – Compensation

The Township agrees to pay to the County a monthly fee of \$250.00 per virtual server and \$12.00 per user account. Township and County agree there are currently two (2) virtual servers and one hundred twenty-one (121) user accounts, and the Parties understand that the number of virtual servers and user accounts may increase or decrease.

The Township shall also, for all time exceeding fifteen (15) minutes in length that is spent on an individual service item, reimburse the County for the costs of personnel utilized in providing the service. County and Township acknowledge and agree that costs of personnel (salaries) will change as adjusted. This will be payable at the hourly rates set forth in Exhibit B, which is attached hereto and, by this reference, fully incorporated herein. The County shall submit monthly invoices that include the monthly fee and any reimbursable hourly charges incurred for the previous month. The Township shall pay all invoices within thirty (30) days of receipt thereof.

Section 5 – Records

- 5.1 County and Township acknowledge and agree that Township data received by County in the course of providing the IT services under this Agreement is taken delivery of solely under the authority stated above and only to provide automatic or electronic data processing, data storage services, and/or other IT services to Township.
- 5.2 County and Township acknowledge and agree that this data is not a public record [as defined in R.C. Section 149.011(G)] of the County or any of its offices, agencies, etc., that County is not the keeper or person responsible for any record contained in such data or otherwise responsible for providing inspection or copies of the same and that any records contained within the same shall at all times be considered Township records and not properly the subject of a public records request directed to the County under R.C. Section 149.43.
- 5.3 However, to assist Township in meeting its responsibilities:
 - (a) County will maintain full access by Township to the Township's data stored in its system.
 - (b) If County receives a public records request for Township records contained in such data, it will inform the requester that the information requested is not a public record of the County and that their request will be forwarded to the Township Administrator as the individual responsible for response to requests for Township records. County will then immediately forward the request to the Township Administrator and advise them as to the circumstances of the request and its receipt.
 - (c) The County will provide technical assistance to the Township, as requested by the Township Administrator, in compiling and delivering Township data responsive to a public records request.
- 5.4 If the County should ever determine that it is legally compelled by any means (including public records request under R.C. 149.43, deposition, interrogatory, request for documents, subpoena, civil investigative demand, etc.) to disclose Township data received or stored under this Agreement, it must make reasonable efforts to provide Township with prompt notice of such legal requirement prior to disclosure so that Township may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, County will: (i) furnish only that portion of the data that it is legally required to furnish; and (ii) cooperate with Township in reviewing such material for appropriate redaction prior to disclosure.

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- 5.5 Upon termination or expiration of this Agreement, County will return all Township data to Township and shall not retain copies of all or any portion of it within its system.
- 5.6 The Parties agree that each shall maintain their respective public records concerning the services provided under this Agreement, pursuant to the laws of the State of Ohio pertaining to public records.

Section 6 – Term

This Agreement shall take immediate effect upon approval by all Parties hereto and shall continue in full force and effect for one year, whereupon this Agreement shall then automatically renew for successive one (1) year terms, unless either Party gives written notice to the other Party, at least thirty (30) days prior to the expiration of the then-current term, that it does not intend to renew the Agreement at the expiration of the then-current term. This Agreement may only be amended or renewed in writing with the mutual consent and agreement of the Parties. Either County or Township may terminate the Agreement upon providing thirty (30) days written notice to the other Party.

Section 7 – Legal Contingencies

In the event a change in law, whether by statute, judicial determination, or administrative action, affects this Agreement or the ability of the Parties to enter into, or continue to operate pursuant to, this Agreement, the Parties mutually agree to immediately institute a review of this Agreement. The Parties agree to negotiate in good faith to address any necessary modifications to this Agreement, to the extent permitted by applicable law.

Section 8 – Personnel

The Parties each agree to maintain control over their respective personnel, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel and hereby agrees to release the other Party from any responsibility therefor. In no event shall County's employees be considered employees of the Township within the meaning or application of any federal, state or local laws or regulations and vice versa.

Section 9 – Equipment and Facilities

Each Party to this Agreement shall be responsible for providing its own equipment and facilities. In no way shall this Agreement be construed to require the sale or donation of equipment under the ownership and control of either Party of this Agreement.

Section 10 – Insurance and Liability

Each Party shall, for the life of this Agreement, maintain comprehensive general liability insurance coverage, with minimum limits in the amount of \$1,000,000.00 each occurrence or equivalent and \$2,000,000.00 in the aggregate, and shall cause the other Party to be named as an additional insured on any applicable insurance policies.

The Township acknowledges that there is a risk of disruption of service to its IT equipment and service due to damage to the fiber optic cable and other equipment or system failures beyond the control of the County. As a condition of this Agreement, the Township agrees to release the County from any liability or costs due to such disruption of service. Otherwise, the Parties acknowledge that they are political subdivisions of the State of Ohio and lack the authority to indemnify and therefore, each Party agrees to be responsible for the negligent acts of its employees, agent, and volunteers.

Section 11 – Miscellaneous Terms & Conditions

- 11.1 **Entire Agreement:** This Agreement shall constitute the entire understanding and agreement between the Parties and shall supersede all prior understandings and agreements relating to the subject matter hereof. This Agreement shall not be assigned.
- 11.2 **Governing Law and Disputes:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties shall make good faith efforts to directly negotiate any disputes arising from this Agreement. If direct negotiations shall fail, the Parties agree to mediate the dispute with a mediator chosen by agreement between the Parties. If mediation shall fail, any and all legal disputes arising from this Agreement may only be filed in and heard before the courts of Delaware County, Ohio.
- 11.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its

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provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

- 11.4 Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.5 Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

DELAWARE COUNTY BOARD OF COMMISSIONERS

By: _____
Barb Lewis, President Date
Pursuant to Resolution No. 11-137 and
Resolution No. 19-

DELAWARE COUNTY AUTOMATIC DATA PROCESSING BOARD

By: _____
Date

Print Name: _____

BOARD OF TRUSTEES, ORANGE TOWNSHIP

Ryan Rivers, Trustee Date

Lisa Knapp, Trustee Date

Deborah Taranto, Trustee Date

Approved as to form:

Carol Hamilton O'Brien
Delaware County Prosecuting Attorney

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Auditor's Certification:

The Delaware County Auditor hereby certifies that the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the county treasury or in the process of collection, free from any other encumbrances. The Delaware County Auditor also certifies that it has confirmed with the State of Ohio Auditor that the CONTRACTOR has no outstanding findings for recovery issued against it by the State of Ohio.

_____, 2019

 Delaware County Auditor

Township Fiscal Officer's Certification [RC 5705.41(D)]

The Township Fiscal Officer of Orange Township, Delaware County, Ohio hereby certifies that the funds required to meet the obligation set forth in this Agreement with the Board of County Commissioners of Delaware County, Ohio, and Delaware County Automatic Data Processing Board have been lawfully appropriated for such purpose and are in the township treasury or in the process of collection, free from any other encumbrances. The Township Fiscal Officer also certifies that he has confirmed with the State of Ohio Auditor that the Board of County Commissioners of Delaware County, Ohio, and Delaware County Automatic Data Processing Board have no unresolved findings for recovery issued against them by the State of Ohio.

_____, 2018

 Wesley Mayer, Township Fiscal Officer
 Orange Township, Delaware County, Ohio

EXHIBIT A

Provision by County of general IT services required for Township business including but not limited to:

1. Provision of dedicated file server for Township applications and data files
2. Provision of Township email
3. Provision of antivirus software (Township will pay for annual licenses)
4. Provision of a 400Mb shared Internet connection with the County
5. Provision of support of Extreme switches and access points at each location (Township will pay annual maintenance for equipment)
6. Provision of dedicated desktop support for Township owned equipment and Township users
7. The Township shall seek prior approval of the County Chief Technology Officer for any projects outside of Exhibit A, including but not limited to custom programming, prior to engaging IT staff.
8. Township Administrator shall be the Township's primary contact for all communications and interactions with the Delaware County Automatic Data Processing Board, its director and staff for all specialized technical support and data processing services that are not considered to be routine maintenance or Help Desk support
9. By entering into this Addendum, the Township authorizes the Delaware County Automatic Data Processing Board, its Director and staff to perform any and all actions, which in his/their professional judgment, are necessary to provide the services contemplated under the terms of this agreement.

EXHIBIT B

Name	hourly rate	hours	Total	OPERS	Medicare	Health ins	Wcomp	Total empr	Total
		worked		0.14	0.0145		0.01	cost	Cost
Curry Hoffman	31.25	1	\$ 31.25	\$ 4.38	\$ 0.45	\$ 3.78	\$ 0.31	\$ 8.92	\$ 40.17
Nathan Long	19.7	1	\$ 19.70	\$ 2.76	\$ 0.29	\$ 5.66	\$ 0.20	\$ 8.90	\$ 28.60
Jason	32.08	1	\$	\$	\$ 0.47	\$	\$	\$	\$

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Montgomery			32.08	4.49		11.32	0.32	16.60	48.68
Ron Clayton	26.9	1	\$ 26.90	\$ 3.77	\$ 0.39	\$ 11.32	\$ 0.27	\$ 15.75	\$ 42.65
Mike Massaro	23.08	1	\$ 23.08	\$ 3.23	\$ 0.33	\$ 3.78	\$ 0.23	\$ 7.58	\$ 30.66

111318

DISCUSSION AND POSSIBLE ACTION REGARDING THE HIRING OF A TEMPORARY ADMINISTRATIVE ASSISTANT FROM THE MANPOWER AGENCY

RES.19-058 AUTHORIZATION TO HUMAN RESOURCES/COMMUNICATION MANAGER

Motion by Mr. Rivers to authorize the Human Resources/Communication Manager to pursue filling a temporary Administrative Assistant position from the Manpower agency.

Second: Ms. Knapp.

VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

DISCUSSION AND POSSIBLE ACTION REGARDING A DEVELOPMENT PLAN

Mr. Bodnar used the Smartboard to show information and reviewed previous information given to Board. He asked the Board for consensus to find out cost of sidewalk, and the three bump outs. There was a brief discussion between Mr. Bodnar and the trustees. Consensus was given.

OLD BUSINESS

DISCUSSION AND POSSIBLE ACTION REGARDING ADOPTING A REVISED CREDIT CARD POLICY

Was not discussed.

UPDATE ON VIDEO LIVE TRUSTEE MEETINGS

Mr. Rivers commented there is a tentative date of March 18, 2019, as the first meeting the trustee meetings would go live. There will be a local Boy Scout Troop that will be doing the flag presentation. Mr. Rivers answered Ms. Taranto’s and Ms. Knapp’s questions.

UPDATE ON THE ORANGE TOWNSHIP OUTREACH AND COMMUNICATION BOARD

Ms. Taranto commented this was tabled in early January, and she asked where it was at. Mr. Rivers commented there was going to be a strategic planning meeting at the end of this month and hoped to have a better idea as to direction and then can make whatever additions that are needed. Ms. Taranto wondered why Ms. Kraft had not yet been reappointed when another had been. She voiced concern when there are good people like that and volunteers she didn’t want them walked on; she wanted courtesy shown to them. Ms. Knapp agreed with Mr. Rivers to wait until after the strategic planning meeting.

EAGLE SCOUT

Ms. Taranto commented a gentleman; Riley Wood has just achieved his Eagle Scout. She wanted to acknowledge him publicly. His mother asked that a letter be sent and read at his ceremony in March. Ms. Taranto thought it would be best if it were from the entire Board. She read the letter to the Board and asked the remaining trustees to sign.

OSU AND THE COMPREHENSIVE LAND USE PLAN

Ms. Taranto commented she wanted to make sure the students and the professor were properly thanked for all their hard work they did for the township. Ms. Boni said she went to the class and thanked them and Ms. Knapp thought they were thanked at a trustee meeting.

NEW BUSINESS

There was nothing to report.

Orange Township Board of Trustees
Delaware County, Ohio
Regular Trustee Meeting, February 4, 2019

EXECUTIVE SESSION

There was nothing.

There was no further business meeting adjourned at 11:39 p.m.

Notice: Copies of documents referred to in these minutes can be obtained by contacting the Orange Township Administrator, Lee Bodnar.

Ryan Rivers, Chairman

Lisa Knapp, Vice-Chairman

Deborah Taranto, Trustee

Attest: _____
Wesley Mayer, Fiscal Officer