

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

The audio recording, resolutions passed, and any attachments constitutes an accurate record of the Orange Township Trustee Minutes at the above dated meeting as determined by the Fiscal Officer. The following summary is provided as an overview of the meeting and a “road map” to the audio recording. Copies of this record are available by request at the Orange Township Fiscal Office, 1680 East Orange Road, Lewis Center, Ohio 43035.

Ms. Knapp called the meeting to order at 10:00 a.m.

This meeting was held at the Orange Township Hall, 1680 East Orange Road, Lewis Center, Ohio 43035.

Motion by Ms. Knapp to appoint Mr. Bodnar as Interim Fiscal Officer.

Seconded by Ms. Taranto.

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

ROLL CALL: Lisa Knapp – present, Ryan Rivers – present, Deborah Taranto – present.

**TOWNSHIP OFFICIALS ALSO PRESENT**

Amanda Sheterom	Human Resources/Communications Manager
Lee Bodnar	Township Administrator
Michael McCarthy	Township General Counsel

**PLEDGE OF ALLEGIANCE**

The minutes were prepared by Administrative Assistant for Maintenance and Parks Mary Ann Ross.

The purpose of this meeting is:

⦿ Executive Session:

- To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.
- To conference with attorney(s) for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

⦿ Regular Session:

- Discussion and possible action regarding the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.
- Discussion and possible action regarding concerning resolution of disputes involving the public body that are the subject of pending or imminent court action.
- Discussion and possible action regarding amendment of the Appropriations for the fiscal year ending December 31, 2018.

**EXECUTIVE SESSION**

Motion by Ms. Knapp to go to Executive Session:

- To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.
- To conference with attorney(s) for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

Those invited to attend: Township General Counsel, Mr. McCarthy; Township Administrator, Mr. Bodnar; Mr. Kim, and Human Resources/Communications Manager, Ms. Sheterom.

Seconded by Mr. Rivers.

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

Motion by Ms. Knapp to return to Regular Session.

Seconded by Mr. Rivers.

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

**REGULAR SESSION**

Ms. Knapp explained the Board would be hiring an employee for the trustees who previously worked for the fiscal office. Ms. Knapp thought it was a great idea because it will resolve an ongoing issue in the fiscal office; it will help protect the township of any future liability; it will help resolve a pending legal situation; and will be hiring a good employee back to work in the township and this will resolve several issues going on.

**DISCUSSION AND POSSIBLE ACTION REGARDING CONCERNING RESOLUTION OF DISPUTES INVOLVING THE PUBLIC BODY THAT ARE THE SUBJECT OF PENDING OR IMMINENT COURT ACTION**

**RES.18-185 ACCEPTING SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS WITH PATTI LEWIS, AUTHORIZING EXECUTION OF THE SAME, ESTABLISHING PURCHASE ORDER AND DIRECTING PAYMENT**

Ms. Knapp moved the adoption of the following Resolution:

BE IT RESOLVED that the Board of Township Trustees of Orange Township, Delaware County, Ohio (“Board”), accept and enter into a *Settlement Agreement and Release of All Claims* with Patti Lewis.

BE IT FURTHER RESOLVED that the *Settlement Agreement and Release of All Claims* shall be in the form submitted to the Board, a copy of which is attached hereto as Exhibit “A”, the contents of which are specifically incorporated herein.

BE IT FURTHER RESOLVED that the Township Administrator shall execute the *Settlement Agreement and Release of All Claims* on behalf of the Board.

BE IT FURTHER RESOLVED that the Fiscal Officer is directed to establish a purchase order to Patti Lewis in the gross amount of \$5,000.00 for the purpose of fulfilling an obligation of the *Settlement Agreement and Release of All Claims*.

BE IT FURTHER RESOLVED that the Township Fiscal Officer is authorized to make payment pursuant to the above established purchase order.

Motion seconded by Mr. Rivers.

VOTE: Knapp – yes, Rivers – yes, Ms. Taranto commented she disagreed with all statements made by Ms. Knapp; solely her opinion; it is an irresponsible piece of legislation and she voted no.

**Exhibit “A”**

**SETTLEMENT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (hereinafter “Agreement”) is made by and between **Patti Lewis** (hereinafter “Lewis”) and **Orange Township Board of Trustees** (hereinafter “Township”).

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

WHEREAS, it being the desire of the Parties to resolve all areas of actual and potential claims and disputes arising out of the employment and the pending Charge of Discrimination filed with the Ohio Civil Rights Commission and the United States Equal Employment Opportunity Commission against the Township, the undersigned Parties, hereby agree to be bound by all the terms and conditions as follows:

1. The Township agrees to hire Lewis as the Documents, Website and Cemetery Coordinator with a start date of May 16, 2018;
2. Lewis agrees to resign her position as the Assistant Fiscal Officer effective as of May 15, 2018;
3. Lewis agrees to withdraw, with prejudice, her Charge of Discrimination filed with the Ohio Civil Rights Commission and the United States Equal Employment Opportunity Commission (Charge #532-2018-00066);
4. The starting rate of pay for the position of Documents, Website and Cemetery Coordinator will be \$24.48 per hour;
5. The position of Documents, Website and Cemetery Coordinator will report to the Township Administrator;
6. Lewis, upon hire as the Documents, Website and Cemetery Coordinator, will be credited with 240 hours of vacation leave and an additional 40 hours of vacation or sick leave;
7. Lewis will be paid a lump sum in the amount of Five Thousand Dollars (\$5,000);
8. Lewis, for herself and her heirs, administrators, executors, agents, and assigns, does hereby forever release and discharge Township and its agents, servants, departments, members, trustees, elected officials, officers, directors, employees, successors, predecessors, administrators, and assigns, in their individual and official capacities as such (hereinafter "the Released Parties"), from any and all charges, claims, demands, judgments, causes of action, damages, expenses, costs, and liabilities of any kind whatsoever. Lewis expressly acknowledges that the claims released by this paragraph include all rights and claims relating to her employment with Orange Township, including without limitation any claims she may have under Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act, the Americans with Disabilities Act, the Employee Retirement Income Security Act, and any other federal, state, or local laws or regulations governing employment relationships. This Release specifically and without limitation includes a release of any claims for employment discrimination, wrongful discharge, breach of contract, and promissory estoppel, and extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected, presently existing or resulting from or attributable to any act or omission of Township or the other Released Parties occurring prior to the execution of this Agreement. The Release contained herein does not apply to rights or claims first arising after the date of execution of this Agreement. Lewis specifically agrees not to institute any civil action, request for arbitration, or any other proceeding raising any claim released in this Agreement. **Lewis is cautioned and encouraged to seek the advice of her counsel before signing this Agreement.**
9. Lewis specifically acknowledges and understands that this Agreement is intended to release and discharge any rights or claims she may have under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act. Accordingly, **Lewis has 21 days in which to consider this Agreement and return a signed copy, though she may accept this Agreement at any time prior to the expiration of this consideration period.** To accept, Lewis must deliver an original signed copy of this Agreement to Township Administrator Lee Bodnar at Orange Township. **Lewis will have 7 days from the date she executes this Agreement in which to revoke her acceptance, which period is not subject to waiver or reduction.** To revoke, Lewis must deliver written notice of revocation to Administrator Lee Bodnar prior to the expiration of this revocation period. This Agreement will not be effective or enforceable until the revocation period has expired, provided that during such time Lewis does not revoke her acceptance (the "Effective Date"). Lewis acknowledges that this Agreement is written in sufficiently plain and clear language that she is able to understand the meaning and importance of its terms.
10. Lewis acknowledges and agrees that the release set forth herein is a general release. Lewis, having been encouraged to and having had the opportunity to be advised by counsel, expressly waives all claims that exist as of this date, including without limitation any claims of which Lewis does not now know or suspect to exist, whether through ignorance, oversight, error,

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

negligence, or otherwise, and which, if known, might materially affect her decision to enter into this Agreement. Lewis further agrees that she accepts the consideration provided to her under this Agreement as a complete compromise of all matters relating to her employment with Orange Township, which could involve disputed issues of law and fact, and Lewis assumes the risk that the law and facts may be other than she believes. Lewis further acknowledges and agrees that all the terms of this Agreement shall be in all respects effective and not subject to termination or rescission because the facts or law may prove different than she presently believes, and she provides this release voluntarily and with full knowledge and understanding of the terms hereof.

11. The terms and conditions of this Agreement are and shall remain confidential to the extent permitted under law. Except as specifically set forth below, Lewis agrees not to, at any time, disclose the terms of this Agreement, in whole or in part, or any fact concerning the negotiation, execution, or implementation of this Agreement, including the existence and amounts set forth herein, to any individual or entity without the prior written consent of Township; provided, however, that Lewis may discuss the terms of this Agreement with: (a) her attorney, tax advisor, and immediate family, on condition that any such persons agree in advance to keep such terms confidential and not disclose them to others; and (b) any court of competent jurisdiction, the Internal Revenue Service, or other governmental agency, upon proper request by such court or agency compelling such disclosure.
12. The Parties agree not to do or say anything to disparage the other party.
13. This Agreement is not to be construed as an admission of liability or wrongdoing on the part of any party or released party.
14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
15. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under the terms, covenants, or conditions hereof.
16. The Parties agree that this Agreement shall not be precedent setting and shall not be binding upon the parties in any future disputes or proceedings;
17. No modification or amendment of this Agreement shall be effective unless the same be in a writing duly executed by all the parties hereto.
18. This Agreement sets forth the entire Agreement between the Parties, supersedes and replaces any and all prior or contemporaneous representations or agreements, whether oral or written, relating to the subject matter herein.
19. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall constitute a single memorandum.

**LEWIS HEREBY ACKNOWLEDGES THAT SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT, THAT SHE HAS CONSULTED WITH COUNSEL OF HER CHOOSING, AND THAT SHE ENTERS INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY.**

This Agreement is hereby executed as of the date indicated below.

FOR PATTI LEWIS:

FOR ORANGE TOWNSHIP  
BOARD OF TRUSTEES:

\_\_\_\_\_  
Patti Lewis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**DISCUSSION AND POSSIBLE ACTION REGARDING THE APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION, OR COMPENSATION OF A PUBLIC EMPLOYEE**

**RES.18-191 CREATING EMPLOYMENT POSITION OF DOCUMENTS, WEBSITE AND CEMETERY COORDINATOR AND ESTABLISHING POSITION DESCRIPTION**

Ms. Knapp moved the adoption of the following resolution:

WHEREAS, the Board of Township Trustees of Orange Township (“Board”) has been presented a proposal to create the new employment position of Documents, Website and Cemetery Coordinator and adopt a position description regarding the new position;

NOW THEREFORE BE IT RESOLVED that the at-will, non-exempt, full-time non-bargaining unit position of Documents, Website and Cemetery Coordinator is hereby created.

BE IT FURTHER RESOLVED that this position shall serve under the direction of the Township Administrator and Board of Township Trustees and under the terms and provisions stated in the position description for this employment presented to the Board and bearing the version identifier of 5142018lb, the content of which is incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED that the aforementioned position description is presented for informational purposes only and can be changed at any time by the Board, with or without notice.

BE IT FURTHER RESOLVED that neither the aforementioned position description nor this Resolution are an employment contract, express or implied, and an employee in such position is an employee at will and either the employee or the Board can terminate the employment relationship at any time (for any reason or no reason).

BE IT FURTHER RESOLVED that, unless otherwise provided by the Board, all appointments to this position shall be contingent upon the applicant's satisfactory completion of a drug screen, physical examination, background investigation and PRADCO assessment.

BE IT FURTHER RESOLVED that this Resolution shall be effective on and after May 16, 2018.

Motion seconded by Mr. Rivers.

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

Ms. Knapp commented for the record; that Mr. Spitzer has been contacted and is apparently okay with this.

**RES.18-192 APPOINTMENT TO FULL-TIME POSITION OF DOCUMENTS, WEBSITE AND CEMETERY COORDINATOR AND ESTABLISHMENT OF COMPENSATION.**

Ms. Knapp moved the adoption of the following resolution:

BE IT RESOLVED that Patti Lewis is appointed to the at-will non-exempt, full-time, non-bargaining unit position of Documents, Website and Cemetery Coordinator, effective May 16, 2018.

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

BE IT FURTHER RESOLVED that the compensation for this position shall be at the rate of \$24.48 per hour, with paychecks to be issued based on a 14-day pay period.

BE IT FURTHER RESOLVED that the compensation for this position shall also include the standard employee benefits package for all full-time non-union personnel, augmented as follows:

1. The appointee shall begin service with 240 hours of vacation leave.
2. The appointee shall begin service with 40 hours of sick leave.

BE IT FURTHER RESOLVED that the Board shall not regard Ms. Lewis' shift from her prior Township position to this employment as a break in service and she shall continue to receive longevity bonus and vacation per Trustee resolution with all such service considered.

BE IT FURTHER RESOLVED that the Board waives the drug screen, physical examination, back ground investigation, and PRADCO assessment, in view of this long term service to the township.

Motion seconded by Mr. Rivers.

VOTE: Knapp – yes, Rivers – yes, Ms. Taranto commented for the record, Mr. Spitzer was not included in this decision and he was left out of every Executive Session, no.

Ms. Knapp commented he actually was included in this decision as we have discussed. He was informed of this several times and there was an actual newspaper article to that affect, he was involved in this.

Ms. Taranto commented he was not involved.

Ms. Knapp commented he was involved.

DISCUSSION AND POSSIBLE ACTION REGARDING AMENDMENT OF THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018

Ms. Knapp commented the Fiscal Office has had for a short time one full time; one part time employee. The second employee was hired to work on public records request, and some other items. Now Mr. Bodnar has taken over public records requests. Ms Knapp went on to say she has done research and no other township has more than one employee, so once Ms. Lewis is no longer being paid by the fiscal office, she would like to reduce appropriations to allow just one employee for that office; one full time or two part time.

Mr. Rivers asked; what was the duties of the original full time position, wasn't it also the pool passes? Mr. Bodnar commented, the part time position, it was one of her duties. Mr. Rivers commented the temporary help is now handling that. Ms. Sheterom commented the temporary help was to help out front, but you still have to deposit the check, process them, apply them, receipts, that takes a certain amount of time. Ms Sheterom commented Mr. Spitzer has currently increased the part time help's hours to 40 hours to try and get caught up with everything. They are behind in all kinds of fiscal office responsibilities. These hours will end approximately June 15, 2018 and then that position will be going back down to part time and will be doing no more than 29 hours a week. After that, that person taking on all these extra responsibilities; unless we hire someone to fill that 40 hour position. She was not sure how this was going to be accomplished.

Ms. Knapp commented she had checked with other townships and there is only one employee. Ms. Taranto commented, the issue with that is the other townships do not have a 24 million dollar budget. Ms. Knapp commented the township does not have a 24 million dollar budget it is actually 12 -14 million dollar budget. Ms. Knapp asked if our budget was similar to Genoa or Liberty townships budgets. Mr. Bodnar commented no, it was not, our appropriations, but what is actually spent. There was a brief discussion about budgets and appropriations. Ms. Knapp asked if we spent 24 million dollars last year. Mr. Bodnar commented no. Ms. Knapp commented it was more like 12 or 14 million.

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

Mr. Rivers commented obviously there has been some realignment of specific duties so ultimately with these changes he thought the question is; are we properly aligned with the fiscal office and now with this new role, does it make sense as far as the proper support we have in place. Ms. Sheterom commented we do not. Ms. Knapp commented we will when a full time employee comes in. Ms. Sheterom commented if Mr. Spitzer chooses to go for a full time employee; it would be an advertisement; collecting resumes; and interviewing to fill the position.

Ms. Knapp wondered about the current fiscal office position. Ms. Sheterom commented she is not interested in going full time. She is doing this temporarily to help us out. Ms. Knapp commented the major reason for her increased hours was to do public records requests last fall. She has been taking on more and more responsibilities, because there are a lot of responsibilities with that office more work than one person can do.

Ms. Taranto added the person that had that position has been out; the assistant was out a lot.

Ms. Sheterom commented Mr. Bodnar is only processing the refunds; they may come to him but the Fiscal Office Assistant or herself or someone else may actually process them. They give them to Mr. Bodnar; he is tracking them all. He is the one facilitating them; making sure they get sent out.

Ms. Knapp asked why Mr. Bodnar was performing those duties. Mr. Bodnar commented Ms. Sheterom was talking about the ones she was personally involved in and possibly speaking for the Fire Chief. These are records that within her department's authority or the fire departments authority; obviously they would have a role in that. He went on to say outside of that there are other record requests that they are not aware of that he tracks those also. On an average he has been getting a couple every week. He has that data if the Board would like to see it. He continued he does not apprise Ms. Sheterom or Chief Noble of other records request that are made. She was only speaking of the ones she was privy to.

Ms. Knapp asked what the Fiscal Office Assistant's current wage. Ms Sheterom could not recall. Mr. Bodnar thought maybe \$15.30 per hour.

Mr. Rivers commented that the assistant was part time and if you added another part time or if you have a full time employee; with the changes etc., he wondered if it would satisfy the current structure in the fiscal office.

Mr. Bodnar commented he thought it would probably be difficult for anyone to answer other than Mr. Spitzer; simply because he knew the perimeters and needs of that office. He believed that statue of the fiscal office about the limitations on the limit of employees and their hours; he thought.

Ms. Knapp commented she would be alright with a part timer for two or three months to catch up, but she didn't feel there was a need to the end of the year. She felt it was a waste of taxpayers dollars to pay two employees for his office; plus she thought Ms. Sheterom helped with pay role. Ms. Sheterom commented that was something she took on because Ms. Lewis was not there; but it needs to go back.

Ms. Taranto wondered why it couldn't be done in 2019; why did it need to be done right now. If you don't spend it all; you do not spend it all.

Ms. Knapp commented it would be all spent.

Ms. Taranto commented there would be several months for training; there is a lot going on there; the change in positions.

Ms. Knapp commented there is currently \$74,000.00; Ms. Lewis was getting paid \$46,600.00.

Ms. Taranto commented just because it is there, does not mean it gets spent.

Ms. Knapp commented it would absolutely be spent.

Orange Township Trustees  
May 14, 2018  
Special Trustee Meeting

Ms. Taranto commented it may as they go through this transition of a new employee yes.

Ms. Knapp wondered if Ms. Taranto thought there was a need for a full and a part time employee. Ms. Taranto commented not necessarily; but as they go through this transition and get people trained. She realized the pool passes are a serious issue and require a lot of work in the fiscal office; it puts them behind every year.

Ms. Knapp commented it is the Fiscal Officer's duty to perform the duties he was elected to do. Mr. McCarthy commented there were statues that pertain to the duties of the fiscal office. He commented that it may grow beyond the abilities of one person. It lies in the discretion of the Board and the Fiscal Officer.

Ms. Knapp asked how long it would take for the part time to help through this transition; three months?

Ms. Taranto felt Mr. Spitzer needed to be here. Ms. Sheterom commented there were a lot of interaction with the fiscal office from the different departments.

Ms Knapp commented Ms. Ross does the minutes for the Fiscal Office and she asked it that was through the administration; he has a lot of employees helping him.

There was a brief discussion of where Mr. Spitzer was.

Ms. Taranto commented they all had duties, giving examples, and they all have staff to help handle that. Ms. Taranto commented she wasn't sure why this is on this agenda; she thought it sound like you two had already come to a decision; she told Ms. Knapp to feel free to read it.

There was continued discussion. Ms. Knapp voiced her inability to get information from the Fiscal Office. Mr. Rivers asked Mr. Bodnar to try and help with the situation and satisfy what needs to be done. Ms. Knapp commented she would put this on the next meeting for further discussion.

There was no further business, meeting adjourned.

---

Lisa F. Knapp, Chairman

---

Ryan Rivers, Vice Chairman

---

Deborah Taranto, Trustee

Attest: \_\_\_\_\_  
Joel M. Spitzer, Fiscal Officer