

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD SEPTEMBER 20, 2021
ORANGE TOWNSHIP - DELAWARE COUNTY**

The electronic recordings of this meeting serve as the official meeting minutes.
A full and accurate account of this meeting's audio and video can be found at www.orangetwp.org

Mr. Grumbles called the meeting to order at 6:04 p.m.

PRESENT: Ben Grumbles, Chair
Deborah Taranto, Vice-Chair
Ryan Rivers, Trustee
Lisa Kraft, Fiscal Officer

ALSO PRESENT Michele Boni, Acting Township Administrator &
Development and Zoning Director
Silas Bowers, Director of Operations
Nathan McNeil, Fire Chief

6:00 P.M. ZONING HEARING –RCOD-21-01 SHEETZ

RES.21-308 DENIAL OF AN APPLICATION AND DEVELOPMENT PLAN UNDER THE ROUTE 23 CORRIDOR OVERLAY DISTRICT (RCOD), ARTICLE XX OF THE ORANGE TOWNSHIP ZONING RESOLUTION

Ms. Taranto Moved the adoption of the following Resolution:

WHEREAS, per Resolution 20 – 345, the Board of Township Trustees of Orange Township, Delaware County, Ohio, on October 5, 2020, adopted Article XX, the Route 23 Corridor Overlay District (RCOD), as part of the Orange Township Zoning Resolution and said district became effective on November 4, 2020; and

WHEREAS, Sheetz (on behalf of Schoedinger Financial Services, Inc – Owner) submitted an application on March 26, 2021 for development plan approval per Section 20.04 of the Orange Township Zoning Resolution for 7.069+/- acres as described by the legal description submitted with the application and attached hereto as Attachment A; and

WHEREAS, per Section 20.04(d), the applicant has also requested divergences from the provisions of Article XX of the Orange Township Zoning Resolution as listed and attached hereto as Attachment B; and

WHEREAS, per Section 20.04(f), the Zoning Commission held a Work Session on April 6, 2021 to provide informal feedback to the applicant; and

WHEREAS, the Township Trustees opened the required public hearing on May 3, 2021 and the applicant has requested several continuances through September 20, 2021; and

WHEREAS, said public hearings were duly advertised in accordance with Section 20.04(g) of the Orange Township Zoning Resolution; and

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WHEREAS, the applicant provided updated plans on April 23, 2021 and May 28, 2021 as well as an updated traffic study dated August 12, 2021, and the Township Zoning Inspector reviewed the proposed plans and provided a written staff report, all of which are incorporated into the record of this application, #RCOD-21-01.

NOW THEREFORE BE IT RESOLVED that:

Section 1. The Board hereby incorporates the Preamble of this Resolution and issues the additional findings of facts and conclusions of law based upon Section 20.04 of the Orange Township Zoning Resolution:

- A. The Board hereby determines that the Applicant is requesting three divergences as set forth in Attachment B and based upon testimony the proposed Development Plan and divergences are inconsistent with the purpose, criteria, intent, and standards of this Article and Zoning Code, and/or that proposed divergences do not provide the benefits, nor justify the deviation from the development standards or requirements of the Zoning Resolution. Of particular concern is elevation of the pitch roof or lack thereof fails to comply with the overall design criteria of the architectural standards as required by Article 20.

- B. The Board hereby determines that based upon significant amount of public testimony related to serious traffic concerns, traffic safety and overall lack of that proposed road improvements proposed by the Applicant that the Development Plan submitted by the Applicant will have an significant and detrimental impact on the essential public facilities, more particularly roads and related improvements and as a result the proposed development will not be adequately served by essential public facilities. In addition, the Board hereby determines that lane and road improvements are warranted and that the failure to include such improvements while create unreasonable traffic congestion in the immediate vicinity of the proposed development and elsewhere in the Township.

- C. Based upon the above the Board hereby determines that the proposed Development Plan fails to promote the intent of Article 20 and otherwise is detrimental to the public health, safety, and welfare.

Section 2. Based upon the above the Board determines that the application and development plan and requested divergences fail to comply with the provisions of Section 20.04(h) of the Orange Township Zoning Resolution, and hereby denies the application and development plan submitted per Section 20.04 of the Orange Township Zoning Resolution for the property described in Attachment A, including the denial of all divergences listed in Attachment B and shown on the application and development plan.

Seconded by Mr. Rivers

VOTE: Grumbles – Recused Taranto – Yes Rivers – Yes

Attachment A

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PARCEL I (318-321-02-004-000):

SITUATED IN THE STATE OF OHIO, COUNTY OF DELAWARE, TOWNSHIP OF ORANGE, LOCATED IN FARM LOT 18, SECTION 3, TOWNSHIP 3, RANGE 18, UNITED STATES MILITARY LANDS AND BEING ALL OF THAT TRACT AS CONVEYED TO HOWARD FOSNAUGH, III (1/2 INTEREST) BY DEED OF RECORD IN DEED BOOK 578, PAGE 555 AND JIMMIE TONEY (1/2 INTEREST) BY DEED OF RECORD IN DEED BOOK 578, PAGE 557, ALL REFERENCES BEING TO RECORDS OF THE RECORDER'S OFFICE, DELAWARE COUNTY, OHIO AND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A P.K. NAIL SET AT THE CENTERLINE INTERSECTION OF COLUMBUS PIKE (U.S. 23) AND WEST ORANGE ROAD (TOWNSHIP ROAD 114), BEING ALONG THE ARC OF A CURVE TO THE RIGHT:

THENCE SOUTHEASTERLY, ALONG THE CENTERLINE OF U.S. 23, BEING ALONG THE ARC OF SAID CURVE (DELTA = 03° 42' 21", RADIUS = 7539.44 FEET), A CHORD BEARING AND DISTANCE OF SOUTH 09° 58' 58" EAST, 494.02 FEET TO A P.K. NAIL SET AT THE NORTHEASTERLY CORNER OF THAT 3.893 ACRE TRACT AS CONVEYED TO SCHOEDINGER FINANCIAL SERVICES BY DEED OF RECORD IN DEED BOOK 623, PAGE 509;

THENCE NORTH 86° 50' 08" WEST, ALONG THE NORTHERLY LINE OF SAID 3.893 ACRE TRACT AND A PORTION OF THE NORTHERLY LINE OF THAT 17.893 ACRE TRACT AS CONVEYED TO SCHOEDINGER FINANCIAL SERVICES BY DEED OF RECORD IN DEED BOOK 487, PAGE 833, (PASSING IRON PINS FOUND AT 56.25 AND 488.72 FEET), A TOTAL DISTANCE OF 693.85 FEET TO AN IRON PIN FOUND AT THE SOUTHEASTERLY CORNER OF THAT 3.00 ACRE TRACT AS CONVEYED TO DAVID BIRCH BY DEED OF RECORD IN DEED BOOK 409, PAGE 658;

THENCE NORTH 03° 09' 44" EAST, ALONG THE EASTERLY LINE OF SAID 3.00 ACRE TRACT, A DISTANCE OF 480.87 FEET TO A P.K. NAIL FOUND IN THE CENTERLINE OF SAID WEST ORANGE ROAD, BEING THE NORTHEASTERLY CORNER OF SAID 3.00 ACRE TRACT;

THENCE SOUTH 86° 51' 18" EAST, ALONG THE CENTERLINE OF SAID WEST ORANGE ROAD, A DISTANCE OF 581.30 FEET TO THE TRUE POINT OF BEGINNING, AND CONTAINING 7.969 ACRES OF LAND, MORE OR LESS.

SUBJECT, HOWEVER, TO ALL LEGAL RIGHTS OF WAY AND/OR EASEMENTS, IF ANY, OF PREVIOUS RECORD.

BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM AS PER NAD83, IN WHICH THE CENTERLINE OF WEST ORANGE ROAD HAS A BEARING OF SOUTH 86° 51' 18" EAST ESTABLISHED BY THE DELAWARE COUNTY ENGINEERING DEPARTMENT, USING GLOBAL POSITIONING SYSTEM PROCEDURES AND EQUIPMENT.

PARCEL II:

A NON-EXCLUSIVE EASEMENT FOR A SANITARY SEWER SYSTEM CONTAINED IN THE DECLARATION OF EASEMENT RECORDED IN OFFICIAL RECORD 874 PAGE 1408.

Attachment B

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1. **RCOD Section 20.10.e.iv:** Multi-Use Path and Sidewalks: All Arterial and Collector Roads in all subareas including residential shall have a 10-foot multi use path along one side of the road and a 5-foot sidewalk on the other side of the road. All local roads shall have a 5-foot sidewalk on both sides of the road. Curb ramps and crosswalks shall be installed per the American Disability Act requirements. Multi use paths and sidewalks may be constructed within the road right-of-way when allowed by the permitting authority. In all other cases, the multi-use paths and sidewalks shall be constructed immediately outside the road right-of-way within an easement designated for such public use.
 - a. The client is requesting a divergence for a portion of the multi-use path to be allowed within the right-of-way on the northwest portion of the site, near the Orange Road entrance. The path will be located in the property with the exception of this relatively small area. The reason for the request is if the multiuse path remains in the property at this location it will then affect the existing drainage swale at the west property line; therefore, the request is to design and locate the path around it.

2. **RCOD Section 20.10.a.i.4.a:** Predominant Materials. All exterior walls shall be comprised of eighty (80) percent of natural materials or of synthetic materials that the township has deemed to mimic the look of natural materials. This permitted list of materials includes only the following: brick, stone, cultured or cast stone, E.I.F.S., wood, or fiber cement. Foundations must be clad with the same natural material utilized on building to blend with the overall architecture of the structure. Exposed cement block or split face block foundations shall be prohibited.
 - a. The client is requesting a divergence to allow greater than the allowable 20% of frosted glass material on the carwash building structure side elevations. The proposed glass coverage on the side elevations and entrance/exit elevations are approximately 45% and 31%, respectively. The reason for this request is due to safety precautions. The carwash is self-maintained with no attendant located at the carwash station. The greater amount of glass will allow visibility into the carwash, especially for the c-store attendant to clearly see if any emergencies develop during carwash operations.

3. **RCOD Section 20.10.a.i.5:** Roofing. All single-story buildings shall have a pitched roof. Multi-story buildings may be permitted to have flat roofs. When pitched roofs are utilized, they shall be constructed of dimensional shingles, standing seam metal, slate or simulated slate.
 - a. The client is requesting a divergence to allow less than 100% pitched roof. The client is currently proposing 77.4% pitched roof for the c-store, canopy, and carwash. Both the carwash and canopy have 100% pitched roof. The client requests this divergence due to various mechanical equipment required to be on the roof and of the c-store and the need for safe roof access.

RES.21-310 BREAK FOR 5 MINUTE RECESS

Motion by Mr. Grumbles for a 5 minute recess.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-311 RETURN FROM RECESS

Motion by Mr. Grumbles to return from recess.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

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RES.21-309 AUTHORIZE LEGAL COUNSEL TO DRAFT A MORATORIUM ON THE ORANGE TOWNSHIP ROUTE 23 CORRIDOR OVERLAY DISTRICT, ARTICLE 20 OF THE ZONING RESOLUTION

Motion by Mr. Grumbles to authorize legal counsel to draft a moratorium on the Orange Township Route 23 Corridor Overlay District, Article 20 of the zoning resolution.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-312 BREAK FOR 5 MINUTE RECESS

Motion by Mr. Grumbles for a 5 minute recess.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-313 RETURN FROM RECESS

Motion by Mr. Grumbles to return from recess.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-314 TO IMPOSE A MORATORIUM UNTIL JANUARY 1, 2022 ON THE FILING OF ALL APPLICATIONS IN THE ORANGE TOWNSHIP ROUTE 23 CORRIDOR OVERLAY DISTRICT, ARTICLE 20 OF THE ZONING RESOLUTION EFFECTIVE IMMEDIATELY. THE PURPOSE OF THE MORATORIUM IS TO ALLOW TOWNSHIP STAFF AND LEGAL COUNSEL TO REVIEW THE PROVISIONS OF ARTICLE 20 AND RECOMMEND REVISIONS.

Motion by Mr. Grumbles to impose a moratorium until January 1, 2022 on the filing of all applications in the Orange Township Route 23 corridor Overlay District Article 20 of the zoning resolution effective immediately. The purpose of the moratorium is to allow township staff and legal counsel to review the provisions of Article 20 and recommend revisions.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

APPROVAL OF CONSENT AGENDA

1) IN THE MATTER OF APPROVING THE CONSENT AGENDA FOR THE REGULAR MEETING HELD ON SEPTEMBER 20, 2021:

It was moved by Mr. Grumbles, seconded by Ms. Taranto to approve the consent agenda for Regular Meeting held on September 20, 2021:

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

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NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD HEREBY APPROVES THE FOLLOWING CONSENT AGENDA ITEMS FOUND IN LINE ITEMS A) & B)

A) RES.21-315 APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM THE REGULAR MEETING HELD ON SEPTEMBER 7, 2021

WHEREAS, the Board of Trustees for Orange Township, Delaware County, Ohio (the “Board”) met in regular session on September 7, 2021

WHEREAS, the Fiscal Officer has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the Regular Meeting held on September 7, 2021.

B) RES.21-316 APPROVING PURCHASE ORDERS, THEN AND NOW PURCHASE ORDERS, AND BLANKET PURCHASE ORDERS AS LISTED:

Vendor	Description	Account	Amount
Blanket	Office Furniture	General	\$50,000
Blanket	Operating Supplies	General	\$3,000
Blanket	Office Supplies	General	\$3,000
Decker Construction	Curb, Ramp & Inlet Repair	Roads 2011-760-730-0330	\$4,695.00
i-Dig Construction Group	North Road Trial Connection	Parks 2901-760-730-0000	\$97,497.10
Germain Ford	Operations Department Car	Roads 2901-760-750-0000	\$50,000.00
Delaware County Engineers Office	Salt	Gas Tax 2021-330-420-0000	\$52,000.00
Voss Brothers	Mowers (2)	Roads 2141-760-730-0330	\$30,000.00
North Road Trail	Project Contingency	Parks 2901-760-730-0010	\$9,750.00
Xpressive Graphix & Signs	Signs & Install for Fire Department	Fire 2191-760-730-2101	\$10,728.36
Continental Office	Modular Walls for Office Creation	CARES 2272-490-300-0000	\$50,715

RES.21-317 A RESOLUTION TEMPORARILY INCREASING SENIOR ZONING OFFICER JEFF BEARD’S HOURLY RATE OF PAY

The Board of Township Trustees of Orange Township, Delaware County met in regular session this

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20th day of September 2021, at Orange Township Administration Building, 1680 E. Orange Road, Lewis Center, OH 43035, with the following members present:

Ben Grumbles, Chair
Deborah Taranto, Vice Chair
Ryan Rivers, Trustee

Mr. Grumbles introduced and moved the adoption of the following Resolution:

WHEREAS, Jeff Beard currently serves as the Orange Township Senior Zoning Officer. However, Mr. Beard has been asked to take on more responsibility, and has taken on more responsibility, since Michele Boni began serving as Acting Township Administrator; and

WHEREAS, in order to meet the demand of all the work that needs completed until the Township hires a new Development & Zoning Director, Jeff Beard will continue to perform additional duties; and

WHEREAS, the Board of Trustees for Orange Township believes Jeff Beard's hourly rate should be increased to reflect these additional duties and responsibilities.

NOW, **THEREFORE, BE IT RESOLVED** by the Board of Trustees for Orange Township, Delaware County, State of Ohio:

SECTION 1: Jeff Beard's hourly rate of pay shall increase from \$28.00/hr. to \$35.00/hr.

SECTION 2: The increased hourly rate described in Section 1 shall take effect Wednesday, September 22, 2021 and will end on the start date of the new Development & Zoning Director. Once this date occurs, Jeff Beard's hourly rate will revert back to \$28.00/hr.

SECTION 3: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of Board and that all deliberations of the Board and any of the decision-making bodies of Orange Township which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Ms. Taranto seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this September 20, 2021 in Orange Township, Delaware County, Ohio.

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DELAWARE COUNTY, OHIO**

Ben Grumbles
Chair

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Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft
Orange Township Fiscal Officer

RES.21-318 AWARD BID AND AUTHORIZE DIRECTOR OF OPERATIONS TO SIGN BID DOCUMENTS AND ENTER INTO AN AGREEMENT WITH I DIG CONSTRUCTION GROUP REGARDING THE NORTH ROAD BIKE TRAIL CONNECTION

Motion by Mr. Grumbles to award the Bid to I Dig Construction Group for the North Road Bike Trail Connection and authorize the Director of Operations, Mr. Silas Bowers, to sign all documents related to the provision of service.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-319 APPOINTMENT TO POSITION OF FULL-TIME FIRE FIGHTER/PARAMEDIC ANTHONY E. GRUBB

Mr. Grumbles moved the adoption of the following resolution:

BE IT RESOLVED that Anthony E. Grubb is appointed to the non-exempt, full-time, bargaining unit position of Fire Fighter/Paramedic effective October 6, 2021.

BE IT FURTHER RESOLVED that the compensation for this position shall be as provided for a probationary Fire Fighter/Paramedic in the current collective bargaining agreement between the Township and the Orange Township Professional Firefighters, IAFF Local-3816, 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 provided for all full-time union personnel in resolutions of the Board of Township Trustees and/or the current collective bargaining agreement between Orange Township and the Orange Township Professional Firefighters, IAFF Local-3816.

BE IT FURTHER RESOLVED that, unless otherwise provided by the Board, all future appointments to this position shall be subject to the probationary period provided in the collective bargaining agreement between the Township and the Orange Township Professional Firefighters and contingent upon the applicant's satisfactory completion of a drug screen, physical examination, background investigation, and PRADCO

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assessment.

Motion seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

**RES.21-320 APPOINTMENT TO POSITION OF FULL-TIME FIRE FIGHTER/PARAMEDIC
WILLIE J. HARRIS JR.**

Mr. Grumbles moved the adoption of the following resolution:

BE IT RESOLVED that Willie J. Harris Jr. is appointed to the non-exempt, full-time, bargaining unit position of Fire Fighter/Paramedic, effective October 6, 2021.

BE IT FURTHER RESOLVED that the compensation for this position shall be as provided for a probationary Fire Fighter/Paramedic in the current collective bargaining agreement between the Township and the Orange Township Professional Firefighters, IAFF Local-3816, 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 provided for all full-time union personnel in resolutions of the Board of Township Trustees and/or the current collective bargaining agreement between Orange Township and the Orange Township Professional Firefighters, IAFF Local-3816.

BE IT FURTHER RESOLVED that, unless otherwise provided by the Board, all future appointments to this position shall be subject to the probationary period provided in the collective bargaining agreement between the Township and the Orange Township Professional Firefighters and contingent upon the applicant's satisfactory completion of a drug screen, physical examination, background investigation, and PRADCO assessment.

Motion seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

**RES.21-321 APPOINTMENT TO POSITION OF FULL-TIME FIRE FIGHTER/PARAMEDIC SON
T. DANG**

Mr. Grumbles moved the adoption of the following resolution:

BE IT RESOLVED that Son T. Dang is appointed to the non-exempt, full-time, bargaining unit position of Fire Fighter/Paramedic effective October 6, 2021.

BE IT FURTHER RESOLVED that the compensation for this position shall be as provided for a probationary Fire Fighter/Paramedic in the current collective bargaining agreement between the Township and the Orange Township Professional Firefighters, IAFF Local-3816, 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 provided for all full-time union personnel in resolutions of the Board of

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board and who shall hold office at the pleasure of the board”. The Board of Trustees wants to exercise this statutory power, remove the “acting” designation from Michele Boni’s current title, and appoint Michele Boni as the next Orange Township Administrator.

NOW, **THEREFORE, BE IT RESOLVED** by the Board of Trustees for Orange Township, Delaware County, State of Ohio:

SECTION 1: Michele Boni is hereby appointed, pursuant to R.C. 505.031, to serve as the Township Administrator.

SECTION 2: The Board of Trustees is authorized and directed to execute an Employment Agreement, in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with Michele Boni.

SECTION 3: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of Board and that all deliberations of the Board and any of the decision-making bodies of Orange Township which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Ms. Taranto seconded the motion.

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Voted on and signed this September 20, 2021 in Orange Township, Delaware County, Ohio.

**BOARD OF TRUSTEES OF
ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO**

Ben Grumbles
Chair

Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

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Attest:

Lisa Kraft
Orange Township Fiscal Officer

RES.21-327 MEETING ADJOURNMENT

Motion by Mr. Grumbles to adjourn.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

Notice: Copies of documents referred to in this journal can be obtained by contacting the Orange Township Administrator.

Ben Grumbles, Chair

Deborah Taranto, Vice-Chair

Ryan Rivers, Trustee

Attest: _____
Lisa Kraft, Fiscal Officer

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Exhibit A

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement"), is entered into on September 22, 2021, (the "Effective Date") by and between Michele Boni and Orange Township, Delaware County, Ohio.

RECITALS

WHEREAS, at its May 3, 2021 meeting, the Board of Trustees of Orange Township terminated its Township Administrator without cause and also relieved him of his duties during the Notice Period; and

WHEREAS, with Resolution 21-164, adopted on May 16, 2021, the Board of Trustees of Orange Township approved Planning & Zoning Director Michele Boni to serve as the Acting Township Administrator while the Township searched for its next administrator; and

WHEREAS, since being appointed Acting Township Administrator, Michele Boni has performed exceptionally and proven that she is capable of serving the Board as well as the Township's residents and businesses in this important role; and

WHEREAS, the Board of Trustees is authorized by R.C. 505.031 to appoint a township administrator to serve as the administrative head of the township under the direction and supervision of the Board of Trustees. The Board of Trustees wants to exercise this statutory power, remove the "acting" designation, and appoint Michele Boni as the next Orange Township Administrator. Michele Boni wants to serve as the Administrator of the Township; and

WHEREAS, nothing in this Agreement is meant to, nor shall it be interpreted to, supersede Ohio statutory law governing the appointment, powers, duties and/or removal of the Township Administrator. This Agreement is meant, and shall be interpreted, only to supplement those statutes and case law interpreting those statutes. If there is a discrepancy between this Agreement and the Ohio Revised Code, the Ohio Revised Code controls.

NOW THEREFORE, in consideration of the exchange of valuable consideration, the sufficiency of which the Parties agree exist, and upon the terms and conditions set forth below, Orange Township, Ohio and Michele Boni agree as follows:

1. **Start date.** Michele Boni shall begin working as Township Administrator on September 22, 2021 and will serve at the pleasure of the Board of Trustees, as mandated by R.C. 505.301(A)(1). Unless terminated in accordance with Paragraph 8 below, the terms of this Agreement will be reviewed every three years, on or about the anniversary of the Effective Date.

Because the established position of Township Administrator, and the at-will nature of this position, is governed by Ohio statute (R.C. 505.031(A)(1), nothing in this Agreement is intended to create, and will not be interpreted as creating, a vested right in employment and/or continued employment. This Agreement serves only to outline the duties, compensation, responsibilities, benefits, etc. of this at-will employment relationship.

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2. **Duties and Responsibilities.** Michele Boni shall perform the duties and responsibilities of Township Administrator, as set forth in R.C. 505.032 and in the job description attached hereto as Appendix A and incorporated herein by reference.
3. **Work Hours.** As Administrator, Michele Boni generally is expected to be present at the Township office during the normal office hours, when the Township is open for business, and to work at least forty (40) hours per week to fulfill the duties of the position. In addition, the Administrator may be required to work such other or additional hours necessary to fulfill the duties or as may, from time to time, be requested by the Board of Trustees. Michele Boni recognizes the performance of the duties expected of this position may require irregular work hours and/or flexibility in the work schedule. Michele Boni shall, as necessary, devote time outside "normal" working hours to the Township's business.
4. **Compensation.** The Township shall pay Michele Boni an annual salary of \$115,500.00 pro-rated for the remainder of 2021, which will be paid in equal bi-weekly installments, less applicable withholdings for federal, state, and local income taxes, and other such taxes and charges including pension contributions as required by applicable laws, rules, regulations, or as authorized in writing by the Administrator and agreed to by the Board of Trustees.

As set forth in Paragraph 7 below, the Parties agree the annual salary set forth herein can be amended via Board of Trustee legislation. This Agreement need not be amended solely for the purpose of making a salary adjustment.

As Township Administrator, Michele Boni is an exempt employee under applicable wage and hour laws and is not entitled to overtime pay for any hours worked in excess of forty (40) in a workweek.

5. **Benefits.** Unless otherwise provided under Ohio law, Michele Boni shall be entitled to the following benefits:
 - a. **Vacation Leave.** 20 days (160 hours) per year. Vacation Leave will be pro-rated for 2021 and will be awarded on September 22, 2021 for immediate use by the Administrator. Starting on January 1, 2022 and then in all years thereafter, Vacation Leave will accrue at 6.15 hours per pay period. Vacation Leave requests will be scheduled in advance with, and are subject to the prior approval of, the Board of Trustees or its designee. The Administrator shall be subject to, and comply with, all other Township policies pertaining to the use, carryover, and cash out of Vacation Leave.
 - b. **Personal Leave.** 2 days per year. Personal Leave will be awarded on September 22, 2021 for immediate use by the Administrator. The Administrator will be subject to, and comply with, all other Township policies pertaining to the use, approval, carryover and forfeiture of Personal Leave.

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- c. **Sick Leave.** 15 days (120 hours) per year, accruing at 4.6 hours per pay period. Michele Boni can keep any earned, but unused, Sick Leave currently credited to her in her position as Orange Township Planning & Zoning Director. Upon termination of employment for any reason, Michele Boni may elect to be paid for all earned, but unused sick leave, at a rate of 1/4 of its value. The Administrator will be subject to and comply with all other Township policies pertaining to notification, use, carryover, and approval of Sick Leave.
 - d. **Holidays.** The Administrator shall be granted a paid day off from work in observance of each holiday authorized by R.C. 511.10.
 - e. **Other Benefits.** The Administrator may participate in other Township benefits such as medical, dental, and vision insurance, life insurance, Public Employees' Retirement System (PERS), and other similar benefits offered uniformly to all full-time Township employees or as required by law. The Administrator's eligibility and benefit amounts will be subject to such terms and conditions as contained in the applicable benefit plan documents, as maintained by the Township. The Board of Trustees reserves the right to revise, delete, alter or amend any benefits and applicable plan documents without prior notice to the Administrator.
 - f. **Professional Activities.** The Administrator is encouraged to join and participate in professional associations to further her professional development. Subject to Board of Trustees prior approval, the actual and necessary expenses for membership and participation will be paid or reimbursed in accordance with the Township policy.
 - g. **Business Expenses.** The Township shall reimburse the Administrator for all actual and necessary travel and business expenses required in the performance of her official duties during employment under this Agreement, subject to such limitations as provided by applicable law and by Township policies.
 - h. **Personal Equipment.** The Township shall provide the Administrator with the following equipment necessary to perform the duties of the position: cell phone, computer, software, and other equipment necessary to perform the duties of the position.
6. **Medical Examination.** Upon the request of the Board of Trustees, the Administrator hereby agrees to submit to comprehensive medical examinations by Board-approved physicians, including drug screens, random or based on reasonable suspicion. Duly-qualified physician statements certifying the physical and mental competency or incompetency of Administrator will thereafter be filed with the Board of Trustees. The cost of such medical examinations above and beyond what is covered by medical insurance will be paid solely the Township
7. **Performance Evaluation.** The Board of Trustee may periodically review the Administrator's performance and give the Administrator a written performance evaluation. Following this review, the Board of Trustees, at its sole discretion, can determine whether

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the Township Administrator's salary should be adjusted. If so, the Board shall adopt legislation making this adjustment. If the Board determines that the Administrator's salary should be adjusted negatively, the Board shall give Administrator sixty (60) days' notice to improve her performance before adjusting her salary. This Agreement need not be amended solely for the purpose of making a salary adjustment.

8. **Termination.** The Agreement and Michele Boni's employment as Township Administrator may be terminated as set forth below:

a. **By the Township For Cause.** The Township may terminate this Agreement and Michele Boni's employment as Township Administrator for cause as follows:

- i. thirty (30) days after the onset of physical or mental disability, confirmed by a professional medical diagnosis, that will prevent the effective performance of the Administrator's duties on a continuous basis, after the Board, in good faith, engages in the interactive process to accommodate Administrator's disability pursuant to R.C. 4112; or
- ii. immediately in the event the Administrator has engaged in one or more of the following acts or omissions:
 - (A) guilty of theft or fraud in the workplace, or was persistently dishonest;
 - (B) habitually incompetent or neglectful of her duties;
 - (C) insubordinate or willfully disobedient to the Township's lawful orders;
 - (D) intoxicated or under the influence of illicit drugs if these are not related to a disability;
 - (E) harassing or abusive towards Trustees, employees, or residents; and/or
 - (F) guilty of off-duty criminal conduct excluding minor traffic offenses

In the event of termination for cause under this subsection, Michele Boni will be entitled to receive only the compensation and benefits earned through the date of termination, unless required by law or by any benefit plan documents.

b. **By the Township Without Cause.** The Township may terminate this Agreement and Michele Boni's employment as Township Administrator, for any reason or no reason at all, which need not be disclosed, by giving her thirty (30) days' advance written notice of the termination. If the Township determines, at its sole discretion, to terminate this Agreement without cause, it shall pay Michele Boni (1) the equivalent of twelve months of the salary earned at the time of termination plus (2) twelve months of continued health insurance at the coverage level in effect at the time of termination. This payment shall be made within 45 days of the termination date.

c. **By the Township Administrator.** The Administrator may terminate this Agreement for any reason or no reason at all, by giving the Township thirty (30) days' advance written notice. The Administrator shall be paid her full compensation until her termination date.

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9. **Township Property and Equipment.** During employment and upon termination of employment, the Township Administrator will comply with and enforce all policies, procedures and legal obligations related to the protection, use, disclosure and return of Township property, records, information and equipment. The Township Administrator understands and agrees that to the extent necessary to access Township property, computer systems or files, she is required to provide the Township with any and all login information, passwords or passcodes upon request. Upon termination or resignation, Michele Boni will not delete, destroy, remove or alter and will immediately return any and all Township property, information, records or equipment in her possession or control, including software, hardware, cell phones, computers and all copies or other reproductions thereof.
10. **Ongoing Cooperation.** Following termination for any reason or resignation, the Township Administrator shall cooperate with the Township, its Trustees, employees, officers, and administrators, to assist in any investigations, transition matters, or other reasonable requests.
11. **Driving.** The Township Administrator shall, at all times, possess and maintain a valid, non-suspended State of Ohio Driver's license and comply with all driving policies, procedures, and traffic laws. Throughout her employment, the Township Administrator will maintain motor vehicle insurance at coverage levels acceptable to the Board of Trustees.
12. **Notices.** All notices, requests, demands and other communications required hereunder will be in writing and will be deemed to have been given: (1) upon receipt when delivered in person, (2) one business day after delivery to an agent such as an overnight or similar delivery service, or (3) two business days after mailing by regular United States mail, postage prepaid. Notice must be made upon the applicable party to whom the notice is to be sent, as follows:
- | | |
|-------------------------------|--------------------------------|
| To Administrator: | To the Township: |
| Michele Boni | Orange Township |
| (mailing address then on file | Attn: Chair, Board of Trustees |
| with the Township) | 1680 E. Orange Road |
| | PO Box 397 |
| | Lewis Center, OH 43035 |
13. **Waiver; Remedies Cumulative.** No waiver of any right or option hereunder by any party will operate as a waiver of any other right or option, or the same right or option as respects any subsequent occasion for its exercise, or of any legal remedy. No waiver by any party of any breach of this Agreement or of any agreement or covenant contained herein will be held to constitute a waiver of any other breach or a continuation of the same breach. All

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remedies provided by this Agreement are in addition to all other remedies by it or the law provided.

14. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Township. Neither this Agreement nor any duties, rights, and/or responsibilities hereunder may be assignable by Michele Boni and any such purported assignment by her shall be considered void and of no force or effect.
15. **Severability.** The parties agree that if any part, term or provision of this Agreement will be found illegal and unenforceable by any court of law, the remaining provisions will be severable, valid and enforceable in accordance with their terms.
16. **Choice of Law and Venue.** This Agreement will be construed in accordance with the laws of the State of Ohio. The parties hereto consent to the exclusive and sole jurisdiction and venue of Delaware County Court of Common Pleas.
17. **Entire Agreement.** There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this Agreement, except as expressed in this Agreement.

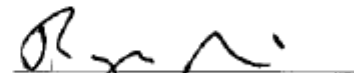
Township Administrator


Michele Boni

Orange Township, Ohio


Ben Grumbles, Chair


Deborah Taranto, Vice-Chair


Ryan Ryers, Trustee

FISCAL OFFICER'S CERTIFICATION

The Orange Township Fiscal Officer hereby certifies the funds required to meet the obligation set forth in this Agreement have been lawfully appropriated for such purpose and are in the Township's treasury or in the process of collection, free from any other encumbrances.


Lisa Kraft
Orange Township Fiscal Officer