

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD NOVEMBER 3, 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 6:01 p.m.

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

ALSO PRESENT: Michele Boni, Township Administrator
Silas Bowers, Director of Operations
Nathan McNeil, Fire Chief
Valerie Bunting, Office Manager

APPROVAL OF CONSENT AGENDA

1) IN THE MATTER OF APPROVING THE CONSENT AGENDA FOR THE REGULAR MEETING HELD ON NOVEMBER 3, 2021:

Trustee Grumbles requested that the Delaware County Finance Authority PO be pulled from the consent agenda for discussion.

It was moved by Mr. Grumbles, seconded by Ms. Taranto to approve the consent agenda without the Delaware County Finance Authority PO for Regular Meeting held on November 3, 2021

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

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

A) RES.21-355 APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM THE REGULAR MEETING HELD ON OCTOBER 18, 2021

WHEREAS, the Board of Trustees for Orange Township, Delaware County, Ohio (the “Board”) met in regular session on October 18, 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 October 18, 2021.

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Motion by Mr. Grumbles for the adoption of the following resolution:

A RESOLUTION AUTHORIZING that the Board of Township Trustees of Orange Township, Delaware County, Ohio (“Board”), authorize The Director of Operations to enter into and execute a performance agreement for Thompson Room renovations (“Scope of Work”) and related paperwork with IAP Government Services Group.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Orange Township (Delaware County): hereby authorized The Director of Operations to enter into and execute a performance agreement with IAP Government Services Group.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-361 AUTHORIZING THE DIRECTOR OF OPERATIONS TO ENTER INTO AN AGREEMENT AND AGREE TO OBLIGATE THE NECESSARY FUNDS WITH IAP GOVERNMENT SERVICES TO PERFORM ASPHALT OVERLAY AND STRIPING OF NORTH ORANGE PARK PARKING LOT

Motion by Mr. Grumbles for the adoption of the following resolution:

A RESOLUTION AUTHORIZING that the Board of Township Trustees of Orange Township, Delaware County, Ohio (“Board”), authorize The Director of Operations to enter into and execute a performance agreement for asphalt overlay and striping of North Orange Park Parking Lot (“Scope of Work”) and related paperwork with IAP Government Services Group.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of Orange Township (Delaware County): hereby authorized The Director of Operations to enter into and execute a performance agreement with IAP Government Services Group.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – Yes

RES.21-362 AUTHORIZING TOWNSHIP ADMINISTRATOR EXECUTION/ AUTHORIZE FILING OF APPLICATION AND AGREE TO OBLIGATE THE NECESSARY FUNDS TO COMPLETE THE NORTH ORANGE PARK DRAINAGE MAINTENANCE PETITION

DRAINAGE MAINTENANCE PETITION

Honorable County Commissioners:

We (I) the undersigned owner(s) of 35.4 +/- acres in Orange Township, Delaware County, Ohio propose to create a site known as North Orange Park. The drainage easement exhibit(s) for North Orange Park - have been approved by the Delaware County Engineer. Drainage improvements related to this site will be constructed in conformance with the current edition of the Delaware County Engineer's Design, Construction and Surveying Standards Manual. In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on the attached exhibit (Also shown as Exhibit "C" in the final

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engineering and construction plans approved by the Delaware County Engineer), be accepted as a part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject site to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$ _____ and a detailed cost estimate is attached. The drainage improvements are being constructed for the benefit of the lot(s) being created in the subject site. The developed area of _____ acres will receive benefits (cost) of the project on a per acre basis. The basis for calculating the assessment for each lot is therefore, \$ _____ per acre. An annual maintenance fee equal to 2% of this basis (\$ _____) will be collected for each developed lot. We (I) understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ _____ has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the attached exhibits, and have been recorded in the Delaware County Recorder's Office. The easement(s) hereby reserve for Delaware County, its successors or assigns, easement(s) for the purpose of constructing, operating and/or maintaining storm sewers, culverts, storm water drainage swales, retention/ detention basins and/or other storm water drainage facilities, including ingress and egress thereto.

Respectfully Submitted:

Printed Name	Title
Company	
Address	
Signature	Date

Ditch Forms: Commercial & Industrial Site Drainage Maintenance Petition .doc

CON.2021.11.03.01 CONSENSUS TO MOVE FORWARD WITH LAND ACQUISITION FOR BALE KENYON

RES.21-363 REGRETFULLY ACCEPT RESIGNATION OF FULL-TIME FIREFIGHTER/ PARAMEDIC TYLER STUTES

Motion by Mr. Grumbles to regretfully accept the resignation of full-time Firefighter/Paramedic Tyler Stutes effective immediately.

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Deborah Taranto
Vice-Chair

Ryan Rivers
Trustee

Attest:

Lisa Kraft
Township Fiscal Officer
Orange Township, Delaware County, Ohio

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. 21-364 is taken and copied from the record of proceedings of the Board, and that it has been compared by me with the Resolution on the record and is a true and accurate copy. Further, I certify that the adoption of such Resolution occurred in an open meeting held in compliance with R.C. § 121.22.

Date: _____

Lisa Kraft
Township Fiscal Officer
Orange Township, Delaware County, Ohio

RES.21-365 APPROVE EMPLOYMENT POSITION DESCRIPTION OF ADMINISTRATIVE SPOT LABOR

Mr. Grumbles moved the adoption of the following resolution:

BE IT RESOLVED that the exempt, part-time, non-bargaining unit position of Administrative Spot Labor is hereby created.

BE IT FURTHER RESOLVED that the Administrative Spot Labor shall serve under the direction of the Fiscal Officer as well as the Board of Township Trustees.

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2. **Duties and Responsibilities.** Valerie Bunting shall perform the duties and responsibilities of the Administrative Manager, in the job description attached hereto as Appendix A and incorporated herein by reference and such other duties as may be determined by the Board from time to time. The employee's full working time and effort shall be devoted to such employment.
3. **Work Hours.** As Administrative Manager, Valerie Bunting 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 Administrative Manager 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 or Township Administrator. Valerie Bunting recognizes the performance of the duties expected of this position may require irregular work hours and/or flexibility in the work schedule. Valerie Bunting shall, as necessary, devote time outside "normal" working hours to the Township's business.
4. **Compensation.** The Township shall pay Valerie Bunting an annual salary of \$75,000 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 Administrative Manager 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. The Employee shall be exempt from the overtime provisions of the Fair Labor Standards Act (29 U.S.C. §§201 et seq.) under the Executive and/or Administrative Employee Exemption(s). As an Executive Employee under the FLSA, the Employee will not be eligible for compensation at a time and one-half rate, and he will not be compensated in the form of pay for hours worked in excess of forty (40) hours per work week. Nothing contained herein shall be deemed as a guarantee of continued employment by the Township.

5. **Benefits.** Unless otherwise provided under Ohio law, Valerie Bunting shall be entitled to the following benefits:
 - a. **Vacation Leave.** 20 days (160 hours) per year. 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 Township Administrator. The Administrative Manager 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 December 1, 2021 for immediate use by the Administrative Manager. The Administrative Manager will be subject to, and comply with, all other Township policies pertaining to the use, approval, carryover and forfeiture of Personal Leave.
 - c. **Sick Leave.** 15 days (120 hours) per year, accruing at 4.6 hours per pay period. Upon termination of employment for any reason, Valerie Bunting may elect to be paid for all earned, but unused sick leave, at a rate of 1/4 of its value. The Administrative Manager will

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be subject to and comply with all other Township policies pertaining to notification, use, carryover, and approval of Sick Leave.

- d. **Holidays.** The Administrative Manager shall be granted a paid day off from work in observance of each holiday authorized by R C. 511.10.
 - e. **Other Benefits.** The Administrative Manager 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 Administrative Manager'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 Administrative Manager.
 - f. **Professional Activities.** The Administrative Manager is encouraged to join and participate in professional associations to further her professional development. Subject to Board of Trustees or Township Administrator 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 Administrative Manager for all actual and necessary travel and business expenses required in the performance of the 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 Administrative Manager 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 Administrative Manager 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 Administrative Manager 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 Trustees or Township Administrator may periodically review the Administrative Manager's performance and give the Administrative Manager a written performance evaluation. Following this review, the Board of Trustees, at its sole discretion, can determine whether the Administrative Manager's salary should be adjusted. If so, the Board shall adopt legislation making this adjustment. If the Board determines that the Administrative Manager's salary should be adjusted negatively, the Board shall give Administrative Manager sixty (60) days' notice to improve performance before adjusting salary. This Agreement need not be amended solely for the purpose of making a salary adjustment.

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8. **Termination.** The Agreement and Valerie Bunting's employment as Administrative Manager may be terminated as set forth below:

- a. **By the Township For Cause.** The Township may terminate this Agreement and Valerie Bunting's employment as Administrative Manager 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 Administrative Manager's duties on a continuous basis, after the Board, in good faith, engages in the interactive process to accommodate Administrative Manager's disability pursuant to R.C. 4112; or
 - ii. immediately in the event the Administrative Manager 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 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; and/or
 - (G) serious violations of Township policy, procedures, rules or regulations.

In the event of termination for cause under this subsection, Valerie Bunting 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 Valerie Bunting employment as Administrative Manager, for any reason or no reason at all, which need not be disclosed, by giving the employee 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 Valerie Bunting (1) the equivalent of three months of the salary at the time of termination plus (2) the equivalent cost of three months of continued Orange Township 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 Administrative Manager.** The Administrative Manager may terminate this Agreement for any reason or no reason at all, by giving the Township thirty (30) days' advance written notice. The Administrative Manager shall be paid her full compensation until the termination date.

9. **Township Property and Equipment.** During employment and upon termination of employment, the Administrative Manager 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 Administrative Manager 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

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all login information, passwords or passcodes upon request. Upon termination or resignation, Valerie Bunting 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 Administrative Manager 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 Administrative Manager 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 Administrative Manager 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 Administrative Manager: Valerie Bunting (mailing address then on file with the Township)	To the Township: Orange Township Attn: Chair, Board of Trustees 1680 E. Orange Road Lewis Center, OH 43035
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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 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 Valerie Bunting 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.

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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.
18. **Acknowledgment.** As a condition of employment, the Valerie Bunting shall sign a statement, which is to be returned to the Board, stating, in effect, that the employee has read the foregoing Agreement and fully understands and agrees with its terms.

Administrative Manager

Orange Township, Ohio

Valerie Bunting

Ben Grumbles, Chair

Deborah Taranto, Vice-Chair

Ryan Rivers, Trustee

Seconded by: Ms. Taranto

VOTE: Grumbles – Yes

Taranto – Yes

Rivers – Yes

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

STATEMENT OF ACKNOWLEDGMENT

The undersigned, being the newly appointed Administrative Manager for Orange Township, has read this Agreement and understands, accepts and agrees to be bound by the terms and conditions contained therein.

Date: _____

Valerie Bunting

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**RES.21-369 AUTHORIZING THE ADMINISTRATOR TO TERMINATE THE AGREEMENT
WITH THE DELAWARE COUNTY FINANCE AUTHORITY**

Motion by Mr. Grumbles to authorize the Orange Township Administrator to terminate the agreement with the Delaware County Finance Authority.

Seconded by Ms. Taranto

VOTE: Grumbles – Yes Taranto – Yes Rivers – No

RES.21-370 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