

Orange Township Board of Trustees
Delaware County
Regular Meeting April 15, 2019

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

Chairman Ryan Rivers called the meeting to order at 6:00 p.m.

PRESENT: Lisa Knapp, Trustee – Present
Ryan Rivers, Trustee – Present
Deborah Taranto, Trustee – Present
Wes Mayer, Fiscal Officer – Present

Mr. Rivers commented this has been a very difficult weekend for Orange Township with the passing of FF/Paramedic Trever Murphy last Friday. On behalf of the Board, he expressed their deepest condolences to the Murphy family and to our firefighters. He asked for a moment of silence in remembrance of Trever Murphy.

Mr. Rivers welcomed the Webelos Pack 139 and their Den Leaders. They opened the meeting with a flag ceremony.

PLEDGE OF ALLEGIANCE

ALSO PRESENT:

Amanda Sheterom	Human Resources/Communications Manager
Michele Boni	Planning and Zoning Director
Lee Bodnar	Township Administrator
Michael McCarthy	Township General Counsel

OLD BUSINESS

DISCUSSION AND POSSIBLE ACTION FOR AUTONOMOUS DRONE PROJECT

Mr. Divyaditya Shirvastava of Paladin Drones came forward to speak. He commented:

- He had been before the Board previously to discuss autonomous drone
 - This is when a 911 call is received a drone goes forward to the scene immediately
 - This gives the officers and firefighters a better idea of the situation
- He presented a video, regarding their product and software
- Fire Chief Noble has been working closely the past 2 years with Mr. Shirvastava
- Mr. Rivers explained he has reached out to the county, who is very interested in this. Mr. Rivers explained the Township would be the pilot program
- He and Mr. Shirvastava explained the autonomous drone pilot (actual piloting the drone) program

Mr. Rivers and Mr. Shirvastava answered Ms. Taranto's and Ms. Knapp's questions. Mr. Shirvastava answered the audience questions. Ms. Taranto and Ms. Knapp would like to review information before going forward.

PUBLIC COMMENTS

PUBLIC COMMENT REGARDING ITEMS NOT OTHERWISE ON THE AGENDA

APPROVAL OF MINUTES

REGULAR TRUSTEE MEETING MARCH 18, 2019

RES.19-144 APPROVAL OF MINUTES

Motion by Mr. Rivers to approve the March 18, 2019, regular trustee meeting minutes as presented.

Motion seconded by Ms. Knapp.

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

REGULAR TRUSTEE MEETING APRIL 1, 2019

Orange Township Board of Trustees
Delaware County
Regular Meeting April 15, 2019

RES.19-145 APPROVAL OF MINUTES

Motion by Mr. Rivers to approve the April 1, 2019, regular trustee meeting minutes as presented.
Motion seconded by Ms. Knapp.
VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

ZONING REPORT

ORANGE TOWNSHIP ZONING HEARINGS/MEETING REPORT

Ms. Michele Boni, Planning and Zoning Director, came forward and review the zoning hearings and meeting report; which can be found on the table as you enter the meeting room.

SET DATE FOR BOARD OF TRUSTEES HEARING

RES.19-146 SET HEARING DATE

Motion by Mr. Rivers to hold the zoning hearing regarding Zoning Resolution Amendments, on May 6, 2019, at 10:00 a. m. at township hall.
Seconded by Ms. Knapp.
VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

EXECUTIVE SESSION

Motion by Mr. Rivers to go into Executive Session to:

- To Consider The Appointment, Employment, Dismissal, Discipline, Promotion, Demotion, Or Compensation Of A Public Employee Or Official Or The Investigation Of Charges Or Complaints Against A Public Employee, Official, Licensee Or Regulated Individual, Unless The Public Employee, Official, Licensee Or Regulated Individual Requests A Public Hearing
- To Prepare for, Conduct, or Review Negotiations or Bargaining Sessions With Public Employees Concerning Their Compensations of Their Employment

Seconded by: Ms. Knapp.
VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

The following were invited to attend when called upon: Mr. Mark Duell; Township Administrator, Mr. Bodnar; Planning and Zoning Inspector, Ms. Boni; Human Resources/Communications Manager, Ms. Sheterom and Township General Counsel, Mr. McCarthy.

Motion by Mr. Rivers to return to Regular Session.
Seconded by: Ms. Knapp.
VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

REGULAR SESSION (Cont)

MAINTENANCE REPORT

Mr. Bill Cowen, Director of Operations, came forward to review the items for the maintenance and park department and answered the Board's questions.

PURCHASE ORDER

RES.19-147 AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO DUNROBIN ASSOCIATES

Motion by Mr. Rivers to authorize the issuance of a purchase order to Dunrobin Associates, in the amount of \$13,200.00, for r/w acquisition East Orange Road Phase II.
Motion seconded by Ms. Knapp.
VOTE: Rivers – yes, Knapp – yes, Taranto – yes.

Orange Township Board of Trustees
Delaware County
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PARK REPORT

DISCUSSION AND POSSIBLE ACTION REGARDING PORTA KLEEN

Mr. Rivers reviewed there were no restrooms at Walker Wood Park. This would be seasonal port a pots, from April 15, 2019 to September 30, 2019. There was discussion among the Board, Mr. Bodnar and Mr. Cowan regarding discussion with the Walker Wood HOA, the number needed, and placement.

RES.19-148 APPROVING AN AGREEMENT WITH PORTA KLEEN FOR PORTABLE RESTROOMS AT GLEN OAK PARK

Motion by Mr. Rivers;

WHEREAS, the Orange Township Board of Trustees (“Board”) is authorized to establish and maintain township parks pursuant to Revised Code Section 505.261; and,

WHEREAS, the Board has determined that it is desirable and necessary to have restroom facilities at Glen Oak Park for the use of park patrons; and,

WHEREAS, Porta Kleen provides portable restrooms; and,

WHEREAS, the Board desires to enter into the attached Agreement with Porta Kleen.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Orange Township, that:

Section 1. The Board hereby approves the attached Agreement with Porta Kleen for portable restrooms at Walker Wood Park according to the terms and conditions therein.

Section 2. The Board delegates its authority to sign the Agreement on the Board’s behalf to Township Administrator Lee Bodnar.

Section 3. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

Section 4. This Resolution shall be in full force and effect immediately upon adoption.

Motion seconded by: Ms. Knapp.

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

FISCAL OFFICER’S CERTIFICATION (RC 5705.41(D)):

The Orange Township Fiscal Officer 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 Township treasury or in the process of collection, free from any other encumbrances. The Orange Township Fiscal Officer also certifies that it has confirmed with the State of Ohio Auditor that Porta Kleen has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Wesley Mayer
Orange Township Fiscal Officer

Attachment



LEGAL TERMS

13. INDEMNITY AND HOLD HARMLESS: Customer acknowledges and assumes all risks inherent in the operation and use of the equipment by the Customer, and will take all necessary precautions to protect all persons and property from injury, illness or damage while in possession of the Equipment. Porta Kleen shall not be responsible to the Customer or any other party for the loss, damage, injury or illness (including any loss of profits, business interruption or other incidental, indirect or consequential damages) caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect with respect thereto. Customer assumes all risks associated with the equipment and releases Porta Kleen from all liabilities and damages (including lost profits, personal injury, and special, incidental and consequential damages) in any way connected with the equipment, its operation or use or any defect or failure thereof or a breach of Porta Kleen's obligations herein. ~~To the fullest extent permitted by law, customer indemnifies, releases, holds Porta Kleen harmless and at Porta Kleen's request, defends Porta Kleen (with counsel approved by Porta Kleen), from and against any and all liability, claims, fines, forfeitures, seizures, confiscations, penalties, contamination and damages of any kind (including attorney's fees) for any and all damages, injuries, illnesses or death to persons or property arising from the use, maintenance, repair, instruction, operation, possession, ownership or rental of the equipment, however the cause. Customer's indemnity obligations shall survive the expiration or termination of this contract. If any part of this section is determined invalid by a court of competent jurisdiction, customer agrees that this clause shall be enforceable to the fullest extent permitted by law. Customer shall notify Porta Kleen of any and all such proceedings. Customer shall notify Porta Kleen immediately of an accident or collision involving the Equipment. Customer will furnish Porta Kleen a detailed written report of such accident or collision. In the event a claim is made against Porta Kleen by an employee of Customer, Customer agrees that it will indemnify Porta Kleen to the same extent as if the claim were made by a non-employee of Customer, and expressly waives any defense or immunity it may have under any applicable Workers' Compensation Laws or any other statute or judicial decision, disallowing or limiting such indemnification and consents to a cause of action for indemnity.~~

14. COMPLIANCE WITH LAW: Porta Kleen and Customer agree to comply with all applicable federal, state and local laws and ordinances and all lawful orders, rules or regulations of any constituted authority, relative to this Agreement; provided, however, that if any such law, ordinance, order, rule or regulation requires the expenditure of funds for compliance, Customer shall be responsible for the payment of such funds.

15. FORCE MAJEUR: Except for the obligation to pay, neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, fire, acts of God, breakdown of equipment, and compliance with any law, regulation or order of a governmental body.

16. TITLE: This rental agreement is not a contract of sale and title to Equipment shall at all times remain with Porta Kleen. Customer shall keep the Equipment free and clear of all mechanics and other liens and encumbrances.

17. DEFAULT: Should Customer in any way fail to make payment or perform, observe or keep any provision of this Agreement Porta Kleen

may at its option do any one or more of the following: a) terminate this agreement without notice; b) declare all charges immediately due and payable and commence legal action thereof; c) take possession of the Equipment, holding the Customer liable for all rental and other charges; and d) pursue any other remedies available by law. Customer shall pay Porta Kleen all costs of recovery of payment, including legal fees, interest, etc.

18. REPOSSESSION: In the event of any actual or anticipated breach by Customer, Porta Kleen's employees or agents may, without notice or legal process, go upon the property where the Equipment is located and take all action necessary to repossess the Equipment. Customer waives any right of action and claims for trespass, damages and losses, physical or pecuniary, caused thereby, and shall pay all costs and expenses incurred by Porta Kleen in retaking the Equipment.

19. TAXES: Federal, state, or local indirect taxes, including but not limited to sales and/or use taxes, VATA taxes, GST taxes, transfer taxes or any similar tax are not included in the rates set forth herein. Customer assumes full responsibility for the payment of these taxes but is not responsible for payment of any payroll, workers' compensation or other taxes paid regarding Porta Kleen's internal operations.

20. SEVERABILITY: The provisions of this Agreement are severable, and if any clause or provisions hereof shall be held invalid in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision in this Agreement in any jurisdiction. Any such clause or provision held invalid or unenforceable, in whole or in part, to the extent permitted by law, shall be restricted in applicability or reformed to the minimum extent required for such clause or provision to be enforceable.

21. CANCELLATION: Customer shall pay a deposit to Porta Kleen. \$100 of the initial deposit is non-refundable; thereafter, the following schedule is used to determine the refund of any deposit based on the number of calendar days from the time of cancellation to the scheduled delivery date.

Number of Days	Percent Refunded
30 Days or more	100% minus \$100
21 to 29 Days	75%
14 to 20 Days	50%
8 to 13 Days	25%
0 to 7 Days	0%

22. GOVERNING LAW: The federal and state courts in Ohio (Franklin County) shall have exclusive jurisdiction over all matters relating to this agreement. Trial by jury is waived. Service of process may be effected by certified mail, return receipt requested. Porta Kleen shall be entitled to decrees of specific performance (without posting bond or other security) in addition to such other remedies as may be available.

23. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the Customer and Porta Kleen. Customer accepts

Continued on next page

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LEGAL TERMS

this Agreement by taking delivery of the Equipment, paying the deposit or by signing this Agreement. Signing this agreement, paying the deposit or taking delivery constitutes the Customer's unqualified acceptance of these terms. There is no oral or other representatives or agreements not included herein. None of Porta Kleen's rights or Customer's rights may be changed and no extension of the terms of this Agreement may be made except in writing, signed by both Porta Kleen and the Customer. The use of Customer's purchase order number on this Agreement is for the Customer's convenience only. This Agreement supersedes any purchase order or other Customer provisions of forms whether sent to or received prior, or subsequent to this Agreement. Both parties agree that a facsimile or electronic version of this agreement will hold the same force and effect as its signed original.

24. OTHER PROVISIONS: 1) Porta Kleen reserves the right to make equipment substitutions of equal or better quality. 2) Porta Kleen may subcontract some or all of its services when necessary. ~~3) Customer agrees to pay all costs of collection, court, attorney's fees and other expenses incurred by Porta Kleen in the collection of any charges due under this rental agreement or in the enforcement of its terms.~~ 4) The failure of either party to exercise its rights on one occasion shall not be deemed to be a waiver of the right to exercise those rights in the future.

25. CUSTOMER RESPONSIBILITY

1. Customer is responsible for refilling the propane shower tanks during rental and before returning the shower facility unless otherwise noted in this Agreement.
2. Interior cleaning and restocking of supplies is not included in the cost of the rental. Customers are responsible for cleaning and restocking their rented facility during and after the rental period unless otherwise noted in this Agreement.
3. All restroom, laundry and shower facility rentals require the customer to provide the following items:
 - Certificate of Insurance for Property Damage
 - If necessary, electric supply and connection (all necessary electrical outlets per unit specifications noted in power requirements)
 - If necessary, water spigot access (water access meeting unit specifications listed in the water requirements).

I have read and accept the details of this contract and terms and conditions of this Agreement. I acknowledge receipt of a copy of this Agreement. The individual signing this contract represents and warrants that he/she is of legal age, and has the authority to sign this Agreement as or for the Customer.

Approved by: _____

Date: _____



PURCHASE ORDER FOR POOL UMBRELLAS

Ms. Knapp described the umbrellas and answered the Board's questions.

RES.19-149 AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO PATIO UMBRELLA STORE

Motion by Mr. Rivers to authorize the issuance of a purchase order to Patio Umbrella Store, in the amount of \$7,542.90, for pool umbrellas.

Motion seconded by Ms. Knapp.

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

Orange Township Board of Trustees
Delaware County
Regular Meeting April 15, 2019
PUBLIC SAFETY REPORT

Ms. Sheterom reviewed the agenda items for Chief Noble who was absent.

**APPOINTMENT OF FF CRAIG COLEMAN AS FULL TIME FIRE PREVENTION INSPECTOR
EFFECTIVE APRIL 24, 2019**

RES.19-150 APPOINTMENT TO POSITION OF FIRE INSPECTOR

Mr. Rivers moved the adoption of the following resolution:

BE IT RESOLVED that Craig Coleman is appointed to the non-exempt, full-time, bargaining unit position of Fire Inspector, effective April 24, 2019.

BE IT FURTHER RESOLVED that the compensation for this position shall be as provided for a non-probationary Fire Inspector 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, in view of this appointee's long-time and current employment with Orange Township:

1. This appointment is final upon the effective date of this resolution and shall not be contingent upon satisfactory completion of a drug screen, physical examination, background investigation, or PRADCO assessment; and
2. No probationary period shall apply to this appointment.

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

**ACCEPT RESIGNATION OF FULL-TIME FIREFIGHTER/PARAMEDIC CRAIG COLEMAN
EFFECTIVE APRIL 23, 2019**

RES.19-151 ACCEPT RESIGNATION OF FIREFIGHTER/PARAMEDIC CRAIG COLEMAN

Motion by Mr. Rivers to accept the resignation of firefighter/paramedic Craig Coleman effective April 23, 2019.

Seconded by Ms. Taranto.

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

**APPOINTMENT OF FORREST DILL AS FULL-TIME FIREFIGHTER/PARAMEDIC EFFECTIVE
APRIL 24, 2019**

**RES.19-152 APPOINTMENT OF FORREST DILL AS A FIREFIGHTER/PARAMEDIC, WITH
PROBATIONARY PERIOD**

Mr. Rivers moved the adoption of the following resolution:

BE IT RESOLVED that Forrest Dill is appointed to the non-exempt, full-time, bargaining unit position of Firefighter/Paramedic, effective April 24, 2019.

Orange Township Board of Trustees
Delaware County
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BE IT FURTHER RESOLVED that this appointment is probationary in accordance with Section 4.1 of the current collective bargaining agreement between the Township and the Orange Township Professional Firefighters, IAFF Local-3816.

BE IT FURTHER RESOLVED that, during the probationary period, the compensation for this position shall be as provided for a probationary firefighter/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, if the probationary period is successfully completed, the compensation for this position shall be as provided for a firefighter/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 this appointment is contingent upon the satisfactory completion by Forrest Dill of a drug screen, physical examination, background investigation and PRADCO assessment.

Motion seconded by Ms. Knapp.

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

ACCEPT RESIGNATION FROM PART-TIME FIREFIGHTER/EMT FORREST DILL EFFECTIVE APRIL 23, 2019

RES.19-153 ACCEPT RESIGNATION OF PART-TIME FIREFIGHTER/PARAMEDIC FORREST DILL

Motion by Mr. Rivers to accept the resignation of part-time firefighter/paramedic Forrest Dill effective April 23, 2019.

Seconded by Ms. Knapp.

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

DISCUSSION AND POSSIBLE ACTION FOR PURCHASING MOTOR VEHICLE

RES.19-154 AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO JOHNSTOWN COUGHLIN FORD

Motion by Mr. Rivers to authorize the issuance of a purchase order to Johnstown Coughlin Ford, in the amount of \$37,000.00, for the purchase of a new fire prevention vehicle (Ford Explorer).

Motion seconded by Ms. Knapp.

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

DISCUSSION AND POSSIBLE ACTION FOR PURCHASING EMS REPORTING SOFTWARE

Ms. Sheterom commented the current EMS software is no longer being supportive with maintenance so a new software program is needed. This item was tabled so questions could be answered by Chief Noble.

DISCUSSION AND POSSIBLE ACTION FOR PURCHASING MOTOR VEHICLE DIAGNOSTIC SOFTWARE AND EQUIPMENT FOR MECHANIC

RES.19-155 AUTHORIZE THE ISSUANCE OF A PURCHASE TO SNAP ON

Motion by Mr. Rivers to authorize the issuance of a purchase to Snap On, in the amount of \$20,677.99, using Blanket Certificate 201-2019, for diagnostic software and equipment for mechanic.

Motion seconded by Ms. Taranto.

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

DISCUSSION AND POSSIBLE ACTION REGARDING THE TRANSFERRING OF SICK LEAVE HOURS

Removed from the agenda.

FISCAL OFFICER REPORT

AMEND RESOLUTION 19-137

RES.19-156 AMEND RES.19-137.

Motion by Mr. Rivers to amend Resolution 19-137 to reflect corrected Blanket Certificate amounts for the following codes:

Roads	2021-330-420-0000	Operating Supplies (Road Salt)	\$50,000.00
Roads	2231-330-323-0000	Repairs & Maintenance	\$4,000.00
Fire	2191-220-221-0000	Medical/Hospital	\$820,000.00
Parks	2901-610-370-0000	Pyemt To Another Political Sub	\$300.00

Seconded by Ms. Taranto.

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

THEN AND NOW PURCHASE ORDERS

RES.19-157 AUTHORIZE THE ISSUANCE OF A THEN AND NOW PURCHASE ORDER TO MICHAEL J. MCCARTHY

Motion by Mr. Rivers to authorize the issuance of a Purchase Order for \$13,991.10 for legal services in 2018.

Second: Ms. Knapp.

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

RES.19-158 AUTHORIZE THE ISSUANCE OF A THEN AND NOW PURCHASE ORDER TO TREASURER OF STATE

Motion by Mr. Rivers to authorize the issuance of a Purchase Order for \$4,620.50, for Treasurer Of State for 2nd quarter 2019 UAN fees and 2018 partial audit fees.

Second: Ms. Taranto.

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

DISCUSSION AND POSSIBLE ACTION REGARDING MERGING THE TOWNSHIP’S THREE INVESTMENT ACCOUNT AT FIFTH THIRD SECURITIES INTO ONE ACCOUNT PURSUANT TO THE REQUIREMENT THAT THE INVESTMENTS OF TOWNSHIP INTERIM FUNDS BE POOLED

Mr. Mayer explained the purpose for this resolution. He answered the Board’s questions.

RES.19-159 APPROVING THE CLOSURE OF INVESTMENT ACCOUNTS AND TRANSFER OF THE INVESTMENTS TO A PREVIOUSLY ESTABLISHED INVESTMENT ACCOUNT

Motion by Mr. Rivers;

WHEREAS, the Orange Township Board of Trustees (“Board”) previously established two investment accounts with Fifth Third Securities, Inc. through Resolutions 15-098 and 15-099; and,

WHEREAS, those accounts were intended to benefit the fire (account #069173314) and parks (account #069173313) funds; and,

WHEREAS, the Township also maintains an investment account with Fifth Third Securities, Inc. that benefits the Township General Fund (account #069171366); and,

WHEREAS; at the recommendation of the Fiscal Officer, the Board desires to close the first two investment accounts and to transfer the investments into the third investment account.

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

Section 1. The Board hereby approves the closure of Fifth Third Securities accounts #069173314 and #069173313, and approves the transfer of the investments in those accounts to account #069171366.

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Delaware County
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Section 2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

Section 3. This Resolution shall be in full force and effect immediately upon adoption.

Motion seconded by: Ms. Knapp.

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

POSSIBLE WAIVE CEMETERY COSTS

RES.19-160 WAIVE INTERNMENT FEES

Motion by Mr. Rivers to waive the lot and internment fees for Orange Township Firefighter/Paramedic Trever Murphy.

Seconded by Ms. Knapp.

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

FISCAL OFFICE UPDATE

Mr. Mayer didn't give a report.

PUBLIC SAFETY REPORT (Cont)

Ms. Sheterom had contact with Chief Noble and was able to address the Board's concerns.

RES.19-161 APPROVING AN AGREEMENT WITH ESO SOLUTIONS, INC. FOR FIRE DEPARTMENT MANAGEMENT SOFTWARE

Motion by Mr. Rivers;

WHEREAS, the Orange Township Board of Trustees ("Board") has authority pursuant to [R.C. § 505.37\(A\)](#) to establish a fire department and emergency medical services to protect against the occurrence of fires and to protect the property and lives of the citizens of the Township against damage and accidents; and,

WHEREAS, Orange Township currently provides fire department and emergency medical services to the residents of the Township through the Orange Township Fire Department ("OTFD"); and,

WHEREAS, the OTFD has a need for technology that can assist it with its duty to protect the citizens of the Township in the most efficient manner possible; and,

WHEREAS, ESO Solutions, Inc. provides software, technology, and services that assist fire departments with duties such as record management, patient tracking, reports, training, cardiac monitoring, and billing; and,

WHEREAS; the Board desires to enter into the attached Agreement with ESO Solutions to provide those services for Orange Township.

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

Section 1. The Board hereby approves the attached "MASTER SUBSCRIPTION AND LICENSE AGREEMENT," along with the exhibits and attachments, with ESO Solutions, Inc. for use by the Fire Department for software and technology pursuant to the terms and conditions found in the Agreement.

Section 2. All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of the Board, and all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including R.C. § 121.22.

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Section 3. This Resolution shall be in full force and effect immediately upon adoption.

Motion seconded by: Ms. Taranto.

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

ADMINISTRATOR REPORT

AMEND RESOLUTION #19-041

RES.19-162 AMEND RES.19-041

Motion by Mr. Rivers to amend Resolution 19-041 (50+1 Public Policy Initiatives) to have the following code corrections; code #2901-760-360-0000 to be corrected to code #2901-610-360-0000.

Second: Ms. Taranto.

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

RES.19-041 AUTHORIZATION OF A PURCHASE ORDER TO 50+1 PUBLIC POLICY INITIATIVES

Motion by Mr. Rivers to authorize the issuance of a Purchase Order for \$19,000.00 from Account Number #2901-760-360-0000 (Contract Services) for 50+1 Public Policy Initiatives for services related to grant review and procurement.

Second: Ms. Knapp.

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

DISCUSSION AND POSSIBLE ACTION CONCERNING THE ELECTRIC AGGREGATION AGREEMENT AND TREBEL LLC

Removed from the agenda.

DISCUSSION AND POSSIBLE ACTION CONCERNING THE FRONT OFFICE RENOVATION PROJECT

This item was tabled.

OLD BUSINESS (Cont.)

DISCUSSION AND POSSIBLE ACTION REGARDING MANDATORY CALL IN TIME

Ms. Sheterom commented this was discussed at the last trustee meeting. She and Mr. McCarthy had gotten together to write the following resolution.

RES.19-163 ESTABLISHING CALL-BACK PAY POLICY AS TO FULL-TIME NON-BARGAINING UNIT EMPLOYEES

Mr. Rivers moved the adoption of the following Resolution:

BE IT RESOLVED that the Board of Township Trustees of Orange Township, Delaware County, Ohio (“Board”) hereby establishes the following policy, which shall be immediately effective and which shall be added to the Board’s *Personnel Policies and Procedures Manual – 2014 Edition* as section 2.7, titled Employee Call-back:

2.7 Employee Call-back

Full-time non-bargaining unit non-exempt employees, who are called back into work after the end of their regular shift or called in on a day or at a time the employee would have normally been off duty, shall be entitled to a minimum of two (2) hours pay. Two (2) or more call-ins within a two (2) hour period shall be considered one (1) call-in.

BE IT FURTHER RESOLVED that the Township Fiscal Officer and Township Administrator are respectively authorized to take all action necessary to implement this policy.

Motion seconded by Ms. Knapp.

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

Orange Township Board of Trustees
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NEW BUSINESS

UPDATE ON THE APRIL 13, 2019 TOWNSHIP ELECTRONIC RECYCLING EVENT

Ms. Sheterom commented:

- Was the third annual event
- Approximately 75 vehicles came through
- 4 box trucks filled up
- 20 volunteers
- She will know details in approximately a month, regarding the weight, kind of electronics, etc.

Ms. Taranto suggested a paper shredding event this year also.

There being no further business, meeting adjourned at 7:24 p.m.

Ryan Rivers, Chairman

Lisa F. Knapp, Vice Chairman

Deborah Taranto, Trustee

Attest: _____
Wesley Mayer, Fiscal Officer