

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD SEPTEMBER 16, 2026
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

Mrs. Fouss called the meeting to order at 3:00 p.m.

PRESENT:

Erica Fouss, Chair
Lisa Knapp, Vice Chair
Michael Ringle, Trustee
Donna Batten, Fiscal Officer

ALSO PRESENT:

Michele Boni, Township Administrator
Valerie Bunting, Administrative Manager
Nathan McNeil, Fire Chief
Silas Bowers, Director of Operations
Robin Duffee, Director of Development and Zoning
Sydney Herbert, Communications and Special Events Manager
Eric Gayetsky, Senior Zoning Officer
Elizabeth Lofreso, Human Resources Manager

**D) IN THE MATTER OF APPROVING THE CONSENT AGENDA FOR THE
REGULAR MEETING HELD ON SEPTEMBER 16, 2026:**

It was moved by Mrs. Fouss to approve the consent agenda for the Regular Trustee Meeting held on September 16, 2026.

Seconded by Ms. Knapp

VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

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

**A) RES.26-259 APPROVING THE ELECTRONIC RECORD OF THE
PROCEEDINGS FROM THE REGULAR TRUSTEE MEETING HELD ON
SEPTEMBER 2, 2026**
Motion by Mrs. Fouss

WHEREAS, the Board of Trustees for Orange Township, Delaware
County, Ohio (the “Board”) met in regular session on September 2, 2026.

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 of the Regular Trustee Meeting held on September 2, 2026.

**B) RES.26-260 APPROVING PURCHASE ORDERS, THEN AND NOW
PURCHASE ORDERS, AND BLANKET PURCHASE ORDERS AS
LISTED:**

Vendor	Description	Account	Amount
Styker	Stairchair to Replace Older Model	Fire	\$18,231.07
Midstates Recreation	Ro Park Repairs	Parks	\$20,132.36

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Syntrex Court Reporting LLC	Vendor Name Change - Replace PO 15-2026 to US Court Support	Zoning	\$5,411.85
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RES.26-261 RESOLUTION TO AUTHORIZE STAFF TO PROCEED WITH A REQUEST FOR PROPOSAL FOR PUBLIC ENGAGEMENT FOR AN UPDATE TO THE COMPREHENSIVE LAND USE PLAN

Mrs. Fouss moved the adoption of the following resolution:

WHEREAS, the Board believes that it is in the best interest of the Township to solicit proposals for public engagement for the purposes of updating the Orange Township Comprehensive Land Use Plan (the “Project”).

NOW THEREFORE, BE IT RESOLVED by the Orange Township Board of Trustees that the following Resolutions be and hereby are adopted:

RESOLVED, that the Board hereby adopts and approves draft Request for Proposal currently on file with the Township, and establishes the pricing criteria and performance criteria set forth therein; and

RESOLVED, that the Board authorizes the Development and Zoning Director, Robin Duffee, or his designee, to take any and all actions necessary or desirable to finalize and release the Request for Proposal, as well as any amendments or modifications thereto, and proceed with the proposal phase to obtain a consultant for the Project, and any other actions that may be necessary or desirable and associated with the selection of a consultant; and

RESOLVED, that all formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this 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. Section 121.22.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon adoption.

Seconded by Mr. Ringle

VOTE: Fouss – Yes

Knapp – Yes

Ringle – Yes

RES.26-262 APPROVING AN AMENDMENT AND RENEWAL OF THE 2023-2025 CONTRACT FOR SWIMMING POOL AND CONCESSION STAND OPERATION AND MANAGEMENT

Mrs. Fouss moved for the adoption of the following Resolution:

WHEREAS, the Township entered into a 2023-2025 CONTRACT FOR SWIMMING POOL AND CONCESSION STAND OPERATION AND MANAGEMENT with Columbus Pool Management; and

WHEREAS, the Township desires to exercise the second one-year extension of said agreement and amend certain provisions associated therewith; and

WHEREAS, the Board desires to authorize the adoption and execution of an amendment and renewal to the 2023-2025 CONTRACT FOR SWIMMING POOL AND CONCESSION STAND OPERATION AND MANAGEMENT (the “Renewal Agreement”);

WHEREAS, it is in the best interest of the Township for the Board of Trustees to adopt and enter into the Agreement.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Orange Township, Delaware County, Ohio (the “Board”), that the following Resolutions be and hereby are adopted:

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RESOLVED, that the Board hereby adopts and approves the form of the Renewal Agreement, together with any such changes therein and amendments thereto not inconsistent with this Resolution and not adverse to the Township. The Board hereby authorizes, empowers, and appoints, on behalf of the Board and the Township, Silas Bowers (the “Representative”) to execute the Renewal Agreement in substantially that form on file with the Township, along with any changes or amendments thereto, provided that the approval of those changes and amendments by the Representative and the character of those changes and amendments are not being inconsistent with this Resolution or adverse to the Township, and shall be evidenced conclusively by the Representative’s execution of the Renewal Agreement. Furthermore, the Representative is authorized to, on behalf of the Township, take any and all actions and execute any and all documents that may be necessary to be completed by the Township in order to finalize the Renewal Agreement, and enter into any amendments to the Renewal Agreement as may be necessary or desirable, provided that such amendments to not increase any financial obligation of the Township.

BE IT FURTHER RESOLVED, that the Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

Seconded by Ms. Knapp

VOTE: Fous – Yes

Knapp – Yes

Ringle – Yes

**RES.26-263 APPROVING AND AUTHORIZING THE DIRECTOR OF OPERATIONS
TO ENTER INTO AN AGREEMENT WITH CONCORD ROAD EQUIPMENT MFG
REGARDING THE PURCHASE OF 2027 F550 BODY AND EQUIPMENT AND
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF
\$63,462.44**

Mrs. Fous moved for the adoption of the following Resolution:

WHEREAS, Concord Road Equipment, MFG has proposed an agreement for \$63,462.44 (the “Agreement”);

WHEREAS, the Board desires to authorize the adoption and execution of the Agreement;
WHEREAS, it is in the best interest of the Township for the Board of Trustees to adopt and enter into the Agreement.

RESOLUTION

BE IT RESOLVED by the Board of Trustees of Orange Township, Delaware County, Ohio (the “Board”), that the following Resolution be and hereby is adopted:

RESOLVED, that the Board hereby adopts and approves the form of the Agreement, together with any such changes and amendments thereto not inconsistent with this Resolution and not adverse to the Township. The Board hereby authorizes, empowers, and appoints, on behalf of the Board and the Township, the Director of Operations (the “Representative”) to execute the Agreement in substantially the form on file with the Township, along with any changes or amendments thereto, provided that the approval of those changes and amendments by the Representative and the character of those changes and amendments are not inconsistent with this Resolution or adverse to the Township, and such approval shall be evidenced conclusively by the Representative’s execution of the Agreement. Furthermore, the Representative is authorized, on behalf of the Township, to take any and all actions and execute any and all documents that may be necessary to be completed by the Township in order to finalize the Agreement, and enter into any amendments to the Agreement as may be necessary or desirable, provided that such amendments do not increase any financial obligation of the Township.

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BE IT FURTHER RESOLVED, that the Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Orange Township, (Delaware County) that the Director of Operations is hereby authorized to enter into and execute an agreement with Concord Road Equipment, MFG regarding the purchase of 2027 F550 Body and Equipment and to issue a purchase order totaling \$63,462.44 to Concord Road Equipment, MFG.

Seconded by Mr. Ringle

VOTE: Fouss – Yes

Knapp – Yes

Ringle – Yes

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. RES.26-263 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: September 16, 2026



Donna Batten,

Township Fiscal Officer
Orange Township, Delaware County, Ohio

RES.26-264 REGRETFULLY ACCEPTING THE RETIREMENT OF FIRE PREVENTION LIEUTENANT MICHAEL CLARK

Motion by Mrs. Fouss to regrettfully accept the retirement of the Fire Prevention Lieutenant Michael Clark, effective October 13, 2026, at 1700 hours.

Seconded by Ms. Knapp

VOTE: Fouss – Yes

Knapp – Yes

Ringle – Yes

RES.26-265 PROMOTION OF FIRE INSPECTOR DAVID SMITH TO LIEUTENANT OF FIRE PREVENTION

Motion by Mrs. Fouss

BE IT RESOLVED that David Smith is promoted to the non-exempt, full-time, bargaining unit position of Lieutenant of Fire Prevention effective October 14, 2026. As of the effective date of the promotion, David Smith shall simultaneously vacate his current position of Fire Inspector.

BE IT FURTHER RESOLVED that the compensation for this position shall be as provided for a Lieutenant of Fire Prevention in the current collective bargaining agreement between the Township and the Orange Township Professional Firefighters, IAF Local-3816, with paychecks to be issued based on a 14-day pay period.

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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 criminal background investigation.

Seconded by Mr. Ringle

VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

RES.26-266 APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE TOWNSHIP AUTOMOTIVE MECHANIC AND SCIOTO TOWNSHIP FIRE DEPARTMENT

The Board of Trustees of Orange Township, Delaware County, Ohio ("Board") met in regular session on September 16, 2026, with the following members present:

Erica Fouss

Lisa Knapp

Michael Ringle

Mrs. Fouss moved the adoption of the following Resolution:

WHEREAS, Orange Township, Delaware County, Ohio employs an Automotive Mechanic who provides repair and maintenance services for Township vehicles; and

WHEREAS, Scioto Township Fire Department desires to utilize Orange Township's Automotive Mechanic for the repair and maintenance of certain vehicles owned or leased by Scioto Township; and

WHEREAS, Orange Township and Scioto Township desire to enter into an Intergovernmental Cooperation Agreement for Shared Services – Automotive Mechanic, which establishes the terms, conditions, responsibilities, fees, insurance requirements, and other provisions governing the shared services arrangement; and

WHEREAS, the Agreement provides that Orange Township will provide automotive mechanic services as available, with Orange Township vehicles retaining priority when necessary, and Scioto Township being responsible for the applicable service fees, mileage, parts, and supplies associated with the services provided; and

WHEREAS, Ohio Revised Code Section 9.482 authorizes political subdivisions to enter into agreements for the provision of services by one political subdivision to another; and

WHEREAS, the Board of Trustees has reviewed the proposed Intergovernmental Cooperation Agreement and finds that entering into the Agreement is in the best interest of Orange Township.

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

Section 1. The Intergovernmental Cooperation Agreement for Shared Services – Automotive Mechanic between Orange Township, Delaware County, Ohio and Scioto Township Fire

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Department is hereby approved substantially in the form presented to the Board and attached hereto.

Section 2. The Orange Township Fire Chief is hereby authorized, on behalf of the Board of Trustees, to execute the Agreement and to administer the services provided pursuant to its terms.

Section 3. All services provided under the Agreement shall be scheduled and performed in accordance with the terms and conditions of the Agreement, including the applicable Township service rate, mileage reimbursement, and costs for parts and supplies.

Section 4. The Board acknowledges that no Orange Township funds are required to be paid in connection with the Agreement, as the purchasing subdivision is responsible for payment for services rendered pursuant to the Agreement.

Section 5. This Resolution shall take effect and be in force from and after the earliest date permitted by law.

Seconded by Ms. Knapp
VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

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**INTERGOVERNMENTAL COOPERATION AGREEMENT
FOR SHARED SERVICES - AUTOMOTIVE MECHANIC**

This Intergovernmental Cooperation Agreement for Shared Services - Automotive Mechanic ("Agreement") is entered into this

September 3, 2026 ("Effective Date")

by and between the Board of Trustees, Orange Township, Delaware County, Ohio ("BOT"), whose principal place of business is located at 1680 East Orange Rd., Lewis Center, Ohio 43035 and the following Political Subdivision ("Subdivision"), being a type of political subdivision as defined in R.C. § 2744.01*:

Board of Trustees, Scioto Township, Delaware County, Ohio
Name of Subdivision

Address of Principal Office of Subdivision

Scioto Township Fire Department

3737 Ostrander Rd.

Ostrander, Ohio 43061
(individually "Party," collectively, "Parties").

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to state the covenants and conditions under which the BOT will, using an Orange Township, Delaware County, Ohio ("Township") employee, provide an automotive mechanic to the Subdivision to provide repair and maintenance for a vehicle(s) owned or leased by the Subdivision (collectively "Services").

2. SCOPE OF SERVICES

The BOT shall provide Services to the Subdivision as follows:

- The BOT shall provide one (1) Township employee, who holds the position of Automotive Mechanic ("Mechanic"), to the Subdivision to provide repair and maintenance for a specifically identified Subdivision owned or leased vehicle(s).
- The Mechanic will be certified by the National Institute for Automotive Service Excellence (ASE).
- The Township shall supply and the Mechanic shall use only Township owned tools and equipment in providing the Services.

* If you are unsure whether a political subdivision qualifies as a political subdivision as defined in R.C. § 2744.01, consult your legal counsel.

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SUBDIVISION
Scioto Township Fire Department

Name Marvin McIntire

Title Fire Chief

Address "
Approved by the Board of Trustees,

Scioto Township Fire Department

3737 Ostrander Rd.

Ostrander, OH 43061

Email m.mcintire@sciototownshipohio.org

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ORANGE TOWNSHIP FIRE CHIEF
ON BEHALF OF THE BOARD OF TRUSTEES ORANGE TOWNSHIP,
DELAWARE COUNTY, OHIO (Pursuant to BOT Resolution No: _____)

	Date
Nathan McNeil	
Fire Chief	
Orange Township, Delaware County, Ohio	
Board of Trustees	Orange Township Fire Department
Orange Township	Orange Township
Delaware County, Ohio	Delaware County, Ohio
1680 East Orange Rd.	Station 361
Lewis Center, Ohio 43035	7700 Gooding Blvd. Delaware, Ohio 43015

Email: nmneil@orangetwp.org

Approved as to form:

 _____ Date 5/17/2024
Julia E. Donnan (0092577)
Special Outside Counsel for Orange Township, Delaware County, Ohio

Date

NO FISCAL OFFICER'S CERTIFICATION REQUIRED

FROM ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO (RC**5705.41**)

No Orange Township, Delaware County, Ohio funds are required to be paid in connection with this Agreement. No Fiscal Officer's Certification is required from Orange Township, Delaware County, Ohio

Pursuant to R.C. S 5705.41 (D), an auditor or fiscal officer's certification will likely be required from the purchasing Subdivision. Check with the Subdivision auditor or fiscal officer and/or Subdivision legal counsel.

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- All Services shall be scheduled in advance through the Orange Township Fire Chief ("Chief") or his/her designee. The specific vehicle(s), type of Services requested, and any issues with the vehicle(s) the Subdivision seeks to have corrected by the Mechanic should be identified as a part of scheduling.
- Services shall only be performed on vehicles owned or leased by the Subdivision.
- Services shall be performed at a location identified by the Subdivision. Unless authorized in advance by the Chief, no Services shall be performed on any BOT or Township owned premises.
- The Mechanic shall travel between the Township and the location of the Services and/or any other locations to obtain parts or supplies for the Services using a Township owned vehicle. The Subdivision will be responsible for reimbursing the Township for all mileage incurred in such travel and such reimbursement shall be added to the invoice.
- The Subdivision shall be responsible for providing all parts and supplies needed to perform the Services. If the Township uses its own or acquires any parts or supplies for the Services, the Subdivision will be responsible for the cost of such parts and/or supplies and such cost shall be added to the invoice.
- In the event of an emergency and/or as determined necessary by the Chief, Township owned vehicles shall take priority and receive Services first, before any Subdivision owned vehicles. Any delay in providing Services to the Subdivision resulting from such emergency or determination shall not be deemed a breach.
- Either the Chief or the Mechanic may, at any time and in their sole discretion, refuse to perform Services on any vehicle(s).
- The Subdivision understands and acknowledges the Mechanic may not be able to repair all issues and, after investigating and/or troubleshooting, the Subdivision may be required to take the vehicle to an outside vendor for the repair at the Subdivision's sole cost. Under such circumstances, the Mechanic shall notify the Subdivision that he/she cannot perform the repair. The Subdivision shall be responsible for the cost of all Services, mileage incurred, and parts and/or supplies used/consumed in investigating and/or troubleshooting the issue.

3. FINANCIAL AGREEMENT

A. Fees.

In exchange for performing the Services, the Subdivision shall pay the BOT the following fees:

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Item	Rate	Invoice
Services	Current Per Hour Rate for "Vehicle Mechanic Service" in Township Permit Fee Schedule on Effective Date	Per Hour (Minimum 1.5 Min.)
Mileage	Current IRS Mileage Reimbursement Rate on Effective Date	Actual Mileage
Parts and Supplies	Current Cost in Township Permit Fee Schedule on Effective Date or, if Not Included in Said Schedule, Actual Cost	Current Township Permit Fee Schedule Cost or, if not Included in Said Schedule, Actual Cost

B. Invoice and Payment

After the Services are performed, the Township shall provide the Subdivision a detailed invoice for all Services, including all mileage incurred in providing the Services and all parts and supplies used/consumed in providing the Services. As applicable, the invoice shall be accompanied by documentation supporting the invoiced amount. The Subdivision shall have thirty (30) days from the date of the invoice to pay the invoice in-full.

4. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties, agree to be and shall be individually and solely responsible for their own negligence, actions, inactions, and/or omissions and/or the negligence, actions, inactions, and/or omissions of their respective board members, officials, officers, employees, agents, representatives, and/or volunteers.

5. INSURANCE

Each Party shall, for the life of this Agreement, maintain, without lapse, the following policies of insurance with the following minimum coverage limits:

- A. Comprehensive general liability insurance with minimum coverage limits of at least \$1,000,000.00 per occurrence, with an annual aggregate of at least \$2,000,000.00.
- B. Vehicle liability insurance covering all owned, leased, non-owned, and/or hired vehicles used in connection with and/or Serviced pursuant to this Agreement with minimum coverage limits of at least \$1,000,000.00 (Combined Single Limit) or, \$500,000.00 per person and \$1,000,000.00 per accident for bodily injury and \$500,000.00 per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law. Under all such policies, the Mechanic shall be covered as a driver of any and all vehicles Serviced and/or driven by the Mechanic.

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Each Party shall cause the other to be named as an additional insured on any applicable insurance policies and shall, upon request, provide copies of current certificates of insurance to the other evidencing the required policies of insurance and coverage.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio and in good standing with the Ohio Department of Insurance.

Each Party shall be responsible for any and all premiums for their respective policy(ies) of insurance.

In addition to the rights and protections provided by the insurance policies as required above, the Parties shall retain all such other and further rights and remedies as are available to them at law or in equity.

6. WORKER'S COMPENSATION INSURANCE

Each Party shall carry and maintain throughout the term of the Agreement and without lapse Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. Each Party shall be responsible for any and all premiums for their respective Worker's Compensation Insurance. Proof of such Insurance shall be promptly provided upon request.

7. LICENSES

The Township certifies and warrants that that the Mechanic has obtained and maintains current all approvals, licenses, including standard and commercial driver's licenses (CDL), certifications, permits, and/or other qualifications or prerequisites (collectively "Licenses") necessary to fully perform this Agreement and to conduct business in the state of Ohio. The Township further certifies and warrants that all such Licenses are operative and current and have not been revoked or are not currently suspended for any reason. Proof of such Licenses shall be promptly provided upon request.

8. NO WARRANTY

All Services are provided as is/where is and without warranty of any type or kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. The BOT, Township, Chief, Mechanic, and all of their respective boards, officers, officials, employees, agents, representatives and/or volunteers expressly disclaim any and all warranties of all types and kinds.

Any manufacturer warranties on any parts or supplies used/consumed in providing the Services shall be provided to or transferred to the Subdivision by the Township, along with any warranty documentation for such warranties. The Subdivision shall have the sole responsibility for, as applicable, applying for, taking any action to effectuate, and/or

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activating any such warranties. The manufacturer shall have the sole responsibility for honoring any such warranty. The BOT, Township, Chief, Mechanic, and all of their respective boards, officers, officials, employees, agents, representatives and/or volunteers disclaim any and all responsibility for any manufacturer's warranty, including, but not limited to complying with and/or honoring such warranties.

9. LEGAL CONTINGENCIES

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

10. PERSONNEL

The Parties each agree to maintain control over their respective personnel, including the Township who shall maintain control over the Mechanic, and this Agreement shall not be construed to alter the employment relationship each Party has with its respective personnel, including the Township with the Mechanic. Each Party shall be responsible for the compensation, benefits, and liabilities of its respective personnel, including payments to pension and indemnity funds, and hereby agrees to release the other Party from any responsibility therefor.

In no event and for no purpose shall the Mechanic be considered an employee of the Subdivision within the meaning or application of any federal, state or local laws or regulations. The Mechanic shall remain an employee of the Township and, as such, is entitled to all protections and offered benefits attendant to employment with the Township.

11. ACCESS TO RECORDS

At any time during regular business hours, with reasonable notice, each Party shall make available to the other or their authorized representatives, at no cost, all contracts, subcontracts, invoices, receipts, reports, documents, and all other information or data, regardless of form or media, relating to all matters covered by this Agreement (collectively "Records"). The requesting Party shall be permitted to inspect or audit and/or make excerpts, copies, and/or transcripts of the Records.

12. RETENTION OF RECORDS

For a minimum of three (3) years after the Services are complete, or longer as may be required by any applicable records retention schedule, each Party shall retain and maintain all Records. Records shall be kept and maintained in accordance with Ohio law, including, but not limited to, Ohio's public records laws. If an audit, litigation, or other action related to this Agreement is initiated while the Services are being performed or during any

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applicable retention period, the Party that holds the Records shall retain and maintain the Records until the action is concluded and all issues are resolved, the three (3) years have expired, or any applicable retention period expires, whichever occurs last.

13. TERMINATION

This Agreement may be terminated as follows:

A. Convenience:

Either Party may terminate this Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other.

The Parties may terminate this Agreement at any time and for any reason upon the mutual written consent of the Parties.

B. Breach or Default:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a reasonable period of time. If the breach or default is not satisfactorily remedied within the stated period of time, this Agreement may, at the election of the aggrieved Party, be immediately terminated. The terminating Party shall provide prompt written notice of such termination to the other Party.

Termination pursuant to this section shall relieve the Parties of any and all further obligations under this Agreement, except that the Township shall be entitled to receive compensation for any Services satisfactorily performed hereunder, including mileage incurred and/or parts and/or supplies obtained/used/consumed, through the date specified on the notice as the effective date of termination.

If the Agreement is terminated pursuant to this Section, neither Party shall have a cause of action against the other, except for a cause of action by the Township against the Subdivision for non-payment for Services rendered prior to the effective date of termination.

14. WAIVER

The waiver of any provision or requirement of this Agreement or any occurrence of breach or default is not and shall not be interpreted as a waiver of any such subsequent occurrences. If either Party fails to perform an obligation(s) under this Agreement and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive any other failure(s). Waiver by either Party shall be authorized in writing and signed by an authorized representative(s) of the waiving Party.

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15. NOTICES

All notices which may be required by this Agreement or by operation of any rule of law shall be sent via certified mail, return receipt requested, by nationally recognized and reputable overnight courier, return receipt requested, by email, read receipt requested, or hand delivered to the signatories to this Agreement at the addresses listed under each signatory's name below, and shall be effective on the date sent or hand delivered.

16. PROHIBITED INTEREST

The Subdivision agrees that it shall not, without the prior written consent of the Chief, offer employment to or hire the Mechanic while the Services are being performed or for one (1) year thereafter.

17. DRUG FREE ENVIRONMENT

The Parties agree to comply with all applicable federal, state, and local laws regarding drug-free environment and shall have established and have in place a drug free workplace policy. The Parties shall make a good faith effort to ensure that all of their respective employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

18. ASSIGNMENT

This Agreement and/or any of the rights or responsibilities it contains may not be assigned or transferred to any other party.

19. AUTHORITY

This Agreement is authorized by including, but not limited to, R.C § 9.482.

20. GOVERNING LAW AND VENUE

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Parties irrevocably agree that venue is proper in the Courts of Delaware County, Ohio.

21. HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

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22. DRAFTING

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

23. SURVIVAL

Sections 4 (Parties Responsible for Their Own Actions), 5 (Insurance), 6 (Worker's Compensation Insurance), and 8 (No Warranty) shall survive termination or expiration of this Agreement.

24. FORCE MAJEURE

The Parties shall be temporarily excused from performance under this Agreement and shall not be entitled to impose any penalty as a result of any delay in performance or interruption of payments caused by reason of war, insurrection, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, acts, laws, rules or regulations of any government or government agency, failure to appropriate, strike, supplier and third party failure, lockouts, or labor difficulties, automobile fuel shortages, weather, explosion, act of God, order of Court or other public authority, or any other cause beyond the reasonable control of the Parties ("Force Majeure"). A Party who has been affected by a Force Majeure shall immediately give written notice to the other Party, provide an estimate as to the duration of time the Party will be affected the Force Majeure, and shall do everything possible to expediently resume performance. Such excusal from performance or interruption of payments shall continue until such Force Majeure ceases to exist or the Agreement is terminated as provided in this Agreement.

25. SEVERABILITY

The provisions of this Agreement are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions, to the extent enforceable, shall nevertheless be binding and enforceable.

26. COUNTERPARTS

This Agreement may be executed in counterparts.

27. SIGNATURES

Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
FROM REGULAR MEETING HELD SEPTEMBER 16, 2026
ORANGE TOWNSHIP - DELAWARE COUNTY**

28. ENTIRE CONTRACT

This Agreement shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements/contracts relating to the subject matter hereof, whether written or oral, and may only be amended in writing with the mutual written and signed consent of the Parties.

SUBDIVISION

Scioto Township Fire Department

Name Merwin McIntire

Title Fire Chief

Address " Approved by the Board of Trustees, 9/3/26 "

Scioto Township Fire Department

3737 Osteruder Rd.

Osteruder, OH 43061

Email mmcintire@sciototownshipohio.com

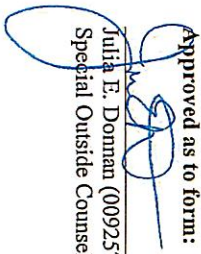
**ORANGE TOWNSHIP FIRE CHIEF
ON BEHALF OF THE BOARD OF TRUSTEES
ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO
(Pursuant to BOT Resolution No: _____)**

<u>Nathan McNeil</u>	<u>Date</u>
Fire Chief	
Orange Township, Delaware County, Ohio	
Board of Trustees	Orange Township Fire Department
Orange Township	Orange Township
Delaware County, Ohio	Delaware County, Ohio
1680 East Orange Rd.	Station 361
Lewis Center, Ohio 43035	7700 Gooding Blvd.
	Delaware, Ohio 43015

Email: nmneil@orangetwp.org

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
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ORANGE TOWNSHIP - DELAWARE COUNTY**

Approved as to form:

 _____ Date 9/17/2024
Julia E. Donnan (0092577) _____
Special Outside Counsel for Orange Township, Delaware County, Ohio

**NO FISCAL OFFICER'S CERTIFICATION REQUIRED
FROM ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO (RC 5705.41(D))†**

No Orange Township, Delaware County, Ohio funds are required to be paid in connection with this Agreement. No Fiscal Officer's Certification is required from Orange Township, Delaware County, Ohio.

† Pursuant to R.C. § 5705.41(D), an auditor or fiscal officer's certification will likely be required from the purchasing subdivision. Check with the Subdivision auditor or fiscal officer and/or Subdivision legal counsel.
Page 10 of 10
V2 -5-17-24

Seconded by Ms. Knapp

VOTE: Fous – Yes Knapp – Yes Ringle – Yes

RES.26-267 ACCEPTING AND APPROVING THE 2026 AMENDED CERTIFICATE OF ESTIMATED RESOURCES

The Board of Trustees of Orange Township, Delaware County, Ohio ("Board") met in regular session on September 16, 2026 with the following members present:

Mrs. Erica Fous
Ms. Lisa Knapp
Mr. Michael Ringle

Mrs. Fous moved the adoption of the following Resolution:

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
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ORANGE TOWNSHIP - DELAWARE COUNTY**

PREAMBLE

WHEREAS, a Third Amended 2026 Certificate of Estimated Resources was presented to the Board; and,

WHEREAS, the Board has reviewed and desires to accept and approve the Third Amended 2026 Certificate of Estimated Resource.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. The Board hereby accepts and approves the Third Amended 2026 Certificate of Estimated Resources.
- B. 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.
- C. This Resolution shall be in full force and effect immediately upon adoption.

Seconded by Mr. Ringle

VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

Voted on and signed this 16th day of September 2026 in Orange Township, Delaware County, Ohio.

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



Erica Fouss
Chair

Lisa Knapp
Vice-Chair

Michael Ringle
Trustee

Attest:



Donna Batten
Township Fiscal Officer
Orange Township, Delaware County, Ohio

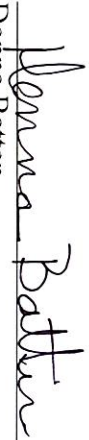
CERTIFICATE

State of Ohio, Delaware County

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
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ORANGE TOWNSHIP - DELAWARE COUNTY**

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. RES.26-267 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: September 16, 2026


Donna Batten
Township Fiscal Officer
Orange Township, Delaware County, Ohio

**RES.26-268 REVIEW OF THE AUGUST 2026 BANK RECONCILIATION AND
FINANCIAL REPORTS**

Motion by Mrs. Fouss

AS OF 8.31.26

	<u>Fund Balance</u>	<u>YTD Revenue**</u>	<u>YTD Expenses**</u>	<u>Current Reserve for Encumbrance</u>
General	\$13,003,878	\$3,894,970	\$4,214,189	\$1,624,374
Roads	\$2,567,842	\$1,186,006	\$244,696	\$2,155,427
Fire	\$6,100,957	\$6,867,416	\$9,195,337	\$2,372,703
Parks	\$2,604,467	\$1,266,777	\$1,620,074	\$1,177,383
Other funds	<u>\$16,299,549</u>	<u>\$13,933,855</u>	<u>\$2,836,416</u>	<u>\$11,246,000</u>
TOTAL	\$40,576,692	\$27,149,024	\$18,110,712	\$18,575,887
** does not include transfers and advances				

Copies of reports provided for each Trustee: Fund Summary & Status, Appropriation Status, and Revenue Summary as of August 31, 2026

Seconded by Ms. Knapp

VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

RES.26-269 SCHEDULE A SPECIAL MEETING TO DISCUSS BUDGET REVIEW FOR 2027

Motion by Mrs. Fouss to Schedule a Special Meeting to Discuss the Budget Review for 2027, on November 16, 2026 at 10:00 a.m.at Township Hall.

Seconded by Mr. Ringle

VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

RES.26-270 ADOPTION OF PARK RULES AMENDMENT FOR PARKS LOCATED IN ORANGE TOWNSHIP, DELAWARE COUNTY, OHIO

Mrs. Fouss moved the adoption of the following Resolution:

WHEREAS, it is necessary to update the rules and regulations of Orange Township Parks for all visitors.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED:

- A. The Board hereby approves and adopts the park rules. A copy of the rules and regulations is attached to this resolution as Exhibit A and by this reference incorporated herein.

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
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B. The rules and regulations shall take effect immediately.

C. 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.

Seconded by Ms. Knapp

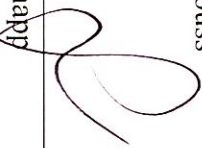
VOTE: Fouss – Yes

Knapp – Yes

Ringle – Yes

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


Erica Fouss
Chair


Lisa Knapp
Vice-Chair

Michael Ringle
Trustee

Attest:


Donna Batten
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. RES.26-270 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: September 16, 2026


Donna Batten
Township Fiscal Officer
Orange Township, Delaware County, Ohio

**BOARD OF TRUSTEES JOURNAL OF ACTIONS
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Exhibit A

PARK RULES

General

Orange Township Parks ("Parks") are open daily from dawn to dusk, except for activities approved by the Township. Parks are closed from dusk to dawn. During such period, no person shall enter or remain in an Orange Township Park (Park).

Pets must be leashed at all times. Pet Owners will be responsible for removal and proper disposal of fecal matter from their pets. Pets are not permitted on athletic fields or playgrounds. Farm animals and horseback riding are prohibited in Parks.

All organized athletic events in Parks, including practices, must have the prior approval of the Director of Operations. If an athletic field is deemed unplayable by the Director of Operations, or their designee, no person shall be on the field until further notice. Signs shall be posted to announce restrictions.

Parking is permitted in designated areas only. Any motorized or non-motorized vehicle that may transport people or property, left in a Park after closing will be towed at the owner's expense.

Activities

No person shall engage in illegal activity within a Park.

Alcoholic beverages and illegal drugs are prohibited in Parks. No person shall be in a Park while intoxicated by alcohol or under the influence of illegal drugs.

Defacement, destruction, removal or disturbance of any building, sign, equipment or natural vegetation within a Park is prohibited.

Except as to picnic materials and the like, no person shall bring, leave or dump any material of any kind in a Park. All picnic materials and the like shall be placed in trash containers.

Fires, other than in Park grills or fireplaces, are prohibited in Parks. Propane tanks and non-park grills are not permitted. All fires must be extinguished before leaving the Park.

No person shall hunt, trap or abuse animals within a Park. Fishing is allowed in accordance with posted rules. Feeding of wild animals, including waterfowl (geese and ducks) is prohibited in Parks.

No person shall use, discharge, possess or carry air or gas guns, firearms, bows, knives, crossbows, missile throwing objects or sling shots in a Park.

Commercial solicitation, sales and advertising of any kind are prohibited on Park grounds, unless conducted with the express permission of the Director of Operations.

At Township ponds, no swimming or boating is permitted in Parks. Ice skating and snow sledging are only permitted in designated Park areas and at designated times.

No person shall operate devices that violate the Orange Township Noise Ordinance.

No person shall fly or use remote control airplanes, drones, cars or shoot rockets or fireworks within a Park.

No person shall promote or engage in gambling, any game played for money or other thing of value, begging or soliciting for money in a Park.

No Person shall loiter in the vicinity of a Park restroom and no person shall enter restroom facilities provided for the exclusive use of the opposite sex unless the person is (1) under the age of six; (2) assisting a dependent with the use of a universal changing table; or (3) unable to use a same-sex restroom as a result of someone utilizing a universal changing table.

No person shall use insulting, abusive, threatening, profane or indecent language, or assault or commit bodily injury upon another person in a Park.

No person shall appear in a state of nudity in a Park or commit, perform or engage in any lewd or obscene act or solicit another to engage in the same.

Camping is prohibited in Parks.

No person shall build a structure on Park property.

No person shall erect a sign in a Park or attach a sign to Park property.

No person shall hit a golf ball or practice golf in a Park.

Transportation

No person shall wash or repair vehicles in a Park.

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Snowmobiles, ATV's or unlicensed vehicles are prohibited in Parks. Permitted vehicles shall only be permitted in designated parking and driving areas.

Motorized vehicles are not permitted on township parks and Township shared-use paths.

- Motorized vehicles may include, but are not limited to: E-bikes, golf carts, dirt bikes, pit bikes and other similar motorized modes of transportation.
- Non-motorized vehicles may include, but are not limited to: bicycles, roller blades and skateboards.

E-Bikes may only be ridden on sidewalks or trails within the park when the motor is **not** engaged. **Electric Dirt Bikes, Pit Bikes and other motorized modes of transportation** are intended for off-road private property use only and therefore prohibited from all Township parks, parking lots and multi-use trails.

Penalties

Failure to Comply.

No person shall refuse to comply with any the rules and regulations set forth herein or any other reasonable order of any Township officer, employee or any person authorized by the Board to enforce these rules, including but not limited to the Delaware County Sheriff Deputies, any other authorized law enforcement officer or any umpire or referee of an athletic event. When, in the opinion of any person authorized to enforce these rules and regulations, any person is not complying with rules and regulations or is participating in any activity that constitutes a hazard to themselves or others or is in any way being a nuisance or disturbing the peace of the parks, may be removed from the park by the appropriate authority and subject to fines and prosecution as set forth in this Section. Any violation of these rules and regulations shall be immediately reported to the Delaware County Sheriff Department.

Penalties.

Violation of these rules and regulations may result in permanent expulsion from Township parks and prosecution in a court of law. Pursuant to Ohio Revised Code Sections 505.261 and 511.32, any person violating any of the foregoing rules and regulations and any amendments or additions thereto or any directive from any authorized personnel as set forth above, shall be subject to prosecution and upon conviction shall be fined in any sum not exceeding one hundred dollars (\$100.00) for the first offense, nor more than five hundred dollars (\$500.00) for each second and further offense.

Other Regulations.

In addition to these rules and regulations, all park visitors are also subject to State, Federal and other local regulations, as applicable.

RES.26-271 ADOPTION OF A TAKE HOME VEHICLE POLICY

Mrs. Fouss moved for the adoption of the following Resolution:

WHEREAS it is necessary to establish the criteria for use of an assigned Township vehicle by an employee of Orange Township. The following rules in Exhibit A apply to the operation of Township vehicles assigned to employees that must respond to emergency incidents.

RESOLUTION

BE IT RESOLVED an employee must meet all requirements contained in the "Appropriate Use of Township Vehicles" section in the Township's Employee Handbook. Township-owned vehicles are to be used for Township business. Limited personal use may be permitted only when specifically authorized by Township policy and approved by the employee's supervisor.

BE IT FURTHER RESOLVED this policy will go into effect October 13, 2026

Seconded by Mr. Ringle

VOTE: Fouss – Yes

Knapp – Yes

Ringle – Yes

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



Erica Fouss
Chair



Lisa Knapp
Vice-Chair

Michael Ringle
Trustee

Attest:



Donna Batten
Orange Township Fiscal Officer

CERTIFICATE

State of Ohio, Delaware County

I, the undersigned Township Fiscal Officer of Orange Township, Delaware County, Ohio, certify that the foregoing Resolution No. RES.26-271 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: September 16, 2026



Donna Batten
Township Fiscal Officer
Orange Township, Delaware County, Ohio

EXHIBIT A

Take Home Vehicle Policy

1. Purpose

The purpose of this policy is to establish the criteria for use of an assigned Township vehicle by an employee of Orange Township.

2. Scope

This policy applies to all employees of Orange Township who have a Township vehicle and can be required to respond to emergency incidents.

3. Policy

It is the policy of Orange Township that the following rules apply to the operation of Township vehicles assigned to employees that must respond to emergency incidents.

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- A. An employee must meet all requirements contained in the "Appropriate Use of Township Vehicles" section in the Township's Employee Handbook.
- B. Township-owned vehicles are to be used for Township business. Limited personal use may be permitted only when specifically authorized by Township policy and approved by the employee's supervisor.
- C. Township employees must report the following events to their supervisor within 24 hours:
 - a. Any accidents or damage involving a Township vehicle
 - b. Any traffic-related citations or convictions incurred while driving a Township vehicle
- D. Employees are prohibited from using Township-owned vehicles during a time period when any of the following exist:
 - a. Paid or unpaid suspensions (this includes administrative leave)
 - b. Paid or unpaid leave.
 - c. Nonworking hours
 - d. Holidays, with the exception of working holidays
- E. An employee may drive their assigned vehicle to and/or from their address on file with Human Resources at the beginning and end of each work shift, if the employee lives within the approved boundaries.
- F. approved boundaries consist of Delaware County and any county directly adjacent to Delaware County.
- G. Travel beyond an adjacent county is prohibited unless specifically authorized in advance by the employee's department director or designee for official agency purposes such as training or conferences.

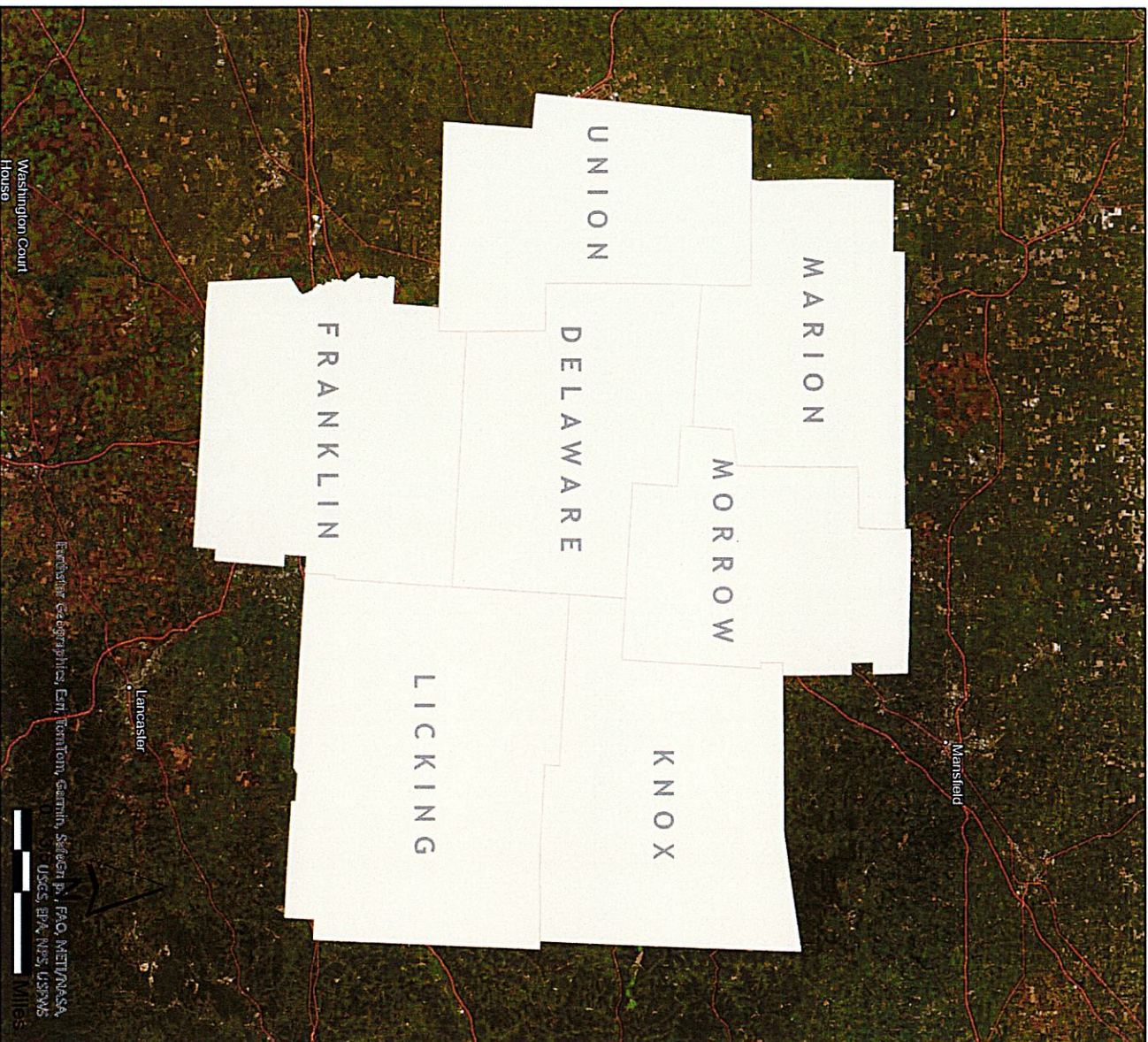
It is the policy of Orange Township that the following rules apply to the operation of Township vehicles assigned to employees that must respond to emergency incidents.

- H. An employee must meet all requirements contained in the "Appropriate Use of Township Vehicles" section in the Township's Employee Handbook.
- I. Township-owned vehicles are to be used for Township business. Limited personal use may be permitted only when specifically authorized by Township policy and approved by the employee's supervisor.
- J. Township employees must report the following events to their supervisor within 24 hours:
 - a. Any accidents or damage involving a Township vehicle
 - b. Any traffic-related citations or convictions incurred while driving a Township vehicle
- K. Employees are prohibited from using Township-owned vehicles during a time period when any of the following exist:
 - a. Paid or unpaid suspensions (this includes administrative leave)
 - b. Paid or unpaid leave.
 - c. Nonworking hours
 - d. Holidays, with the exception of working holidays
- L. An employee may drive their assigned vehicle to and/or from their address on file with Human Resources at the beginning and end of each work shift, if the employee lives within the approved boundaries.
- M. approved boundaries consist of Delaware County and any county directly adjacent to Delaware County.
- N. Travel beyond an adjacent county is prohibited unless specifically authorized in advance by the employee's department director or designee for official agency purposes such as training or conferences

4. VIOLATIONS

Violations of this policy may result in discipline, up to and including termination.

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 Eligibility Area
(7-County Region)

Township Take-Home Vehicle Policy Area


Scale: 1:700,000 TOWNSHIP

RES.26-272 MEETING ADJOURNMENT
Motion by Mrs. Fouss to adjourn.

Seconded by Ms. Knapp
VOTE: Fouss – Yes Knapp – Yes Ringle – Yes

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


Erica Fouss

BOARD OF TRUSTEES JOURNAL OF ACTIONS
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ORANGE TOWNSHIP - DELAWARE COUNTY

Chair



Lisa Knapp
Vice Chair

Michael Ringle
Trustee

Attest:



Donna Batten
Fiscal Officer