

Scioto Township Meeting
Regular Meeting
March 9, 2011

Chas: We are going to resume our meeting tonight. We will ask our guests to speak next and the follow up with our Insurance guests.

Gary Walters: With Rinehart Insurance. I am your agent and have been so for quite some time now. On your property and causality in the Ohio Plan located in Mansfield, Ohio. In reference 1956. We have in our agency; we handle the 200 Governmental entities throughout the state. Program we had you in for some time now is the Ohio Plan. You've had experience with them. You know how to handle their claims. You know their forms because we've went through this a number of times. Gary continued to talk about the product and what was covered. The membership Benefit Program has been around since 1988. So there is some longevity in our program. We came in after the hard market cycle from the 1980. When it was difficult for governmental entities to find the right coverage and at affordable price. Over 700 members in our program. We write Villages, Cities, Township and special districts like, Sewer Districts, Water District Fire Department Districts and also have some Libraries in this program as well. Anything that qualifies under the ORC 2744.15 to this product retention for us is always over 90%. I believe last year it was 98.2%. Administrator is Hyland Administrative Services out of Toledo, Ohio. They handle all our risk control, plant management and underwriting. They have been the Administers for some time now. Our entire program is re-insured. We use 10 different re-insurers and they are all A rated Companies by the A M Best. Policies are no audible and we are not an accessible program so the price we show you is the price you would pay. The biggest thing that separates us from most companies out there is how we write our Liability Coverage. We write all our coverage's including officials coverage's, which is what protects your for error omissions wrongful acts and failure to act, we write that on an occurrence form basis. So we cover the day of occurrence. Other companies write that on claims made or a claim paid for basis. Mr. Walters then went into more detail line for line on our coverage.

Mr. Walters: Has the Otarma Representative given his proposal to you?

Chas: Yes.

Mr. Walters: He has given you copies of that inter-governmental agreement to revue?

Chas: I don't believe so.

Mr. Walters: That would be a suggestion I would make to you. You do need to review that contract. The inter-governmental agreement does spell out what I just talked to you about claim paid forms. I don't have a copy of their most recent governmental agreement. I know they have made some changes to it. They have language in their termination clause. In the past they have had language in the termination clause that they

are susceptible. They took the word assessment out of that language. That is my understanding. But if you read the language it still means the same thing.

You should look at other entities that may have Otarma. Look at the Auditor's foot notes that they are required to carry, because of being a member of Otarma Otarma shows in their asset claims to be billed in the future and paid in the future as an asset. Most companies if you look at traditional markets, that IDR they treat that as a liability. I know enough about financial statements to know that when there is an asset there has to be a corresponding liability. The corresponding liability then is being required to be carried by each of the members in their program. I know they write a lot of Township's, they do, and there is no denying that.

When you look at the forms I know, you as Trustees have to look at the lowest price but lowest best is what you need to be concerned with. Lowest best is not a claims paid form. Claims paid form is not the best form for your entity because it does not give you the freedom you need. Certainly, if you had any claims, if you wanted to leave Otarma and decided to leave them the carrier that you would move to would have to provide prior acts back to the date you started coverage with them to pick up unknown losses. So if something happens years later, a loss came in and you are unaware of it that next carrier you moved to is going to be responsible for that because they picked up the prior acts. But it's the known loss no carrier is going to take a known loss or an open claim. That's what the problem is it holds you captive until where you have to stay in that product until that claim is resolved. That might be the best answer for your entity.

Because none of us know what's going to happen in the market place. I know Otarma likes to tell they have not had any rate increases in their program. All I can say I don't have a crystal ball and neither does Otarma. There could be a series of catastrophic losses that causes that to change where they are forced to take increases and if you have an open claim you may be taking an increase you don't like. Whether you can find a product that is going to save your entity money and not have that type of carrier in the contract. Our plan has no language in it whatsoever that talks about claims paid or claims made. That's the biggest difference between us and Otarma product. It's really a fundamental difference in how we do business. All I can do is thank you for all the years you've done business with us and hope you will continue to do business with us. Recognize the value of the product you have with the Ohio Plan and our agency. Any questions?

Rodger: Yes, do you have an idea what increasing the deductible of \$500.00 - \$1000.00 on our vehicles would do on the premium?

Mr. Walters: I don't have that, but I could get that to you in relative short order. I can get that to you as soon as tomorrow. It will have a positive inpack especially with the fire trucks. We are insuring them on a repair or replacement basis. So there is some premium associated with that.

Rodger: The fire trucks, we are trying to do close, apple to apple comparison as we can. In the Otarma plan if one of them were totaled they replace it new. Is your plan the same?

Mr. Walters: Our plan is repair-replacement up to the limit that we have it insured for. Otarma is not going to allow you to intentionally under value your fire trucks. They are going to want you to have the value as close as possible to replacement value. So the guarantee replacement cost form. I do not have that in my product. I know they like to talk about that. We do have the ability for you to buy more on units that are 5 years or newer. Another 25% at time of loss. So we aren't changing your premium on that until you need it.

Rodger: So whatever value we put on that equipment is what you would pay to replace. So if, you know, if we would tell you \$500,000.00 for this piece of equipment and if we tell Otarma \$500,000.00 for a piece of equipment, you both are going to pay me \$500,000.00, so to speak?

Mr. Walters: The only exception to that is under guarantee replacement cost. Guaranteed replacement cost means just that. They are going to guarantee the replacement value. But I know that the way they do their form they are not going to allow you to let you put a number down that is out of line.

Rodger: We are not going to put on an out of line number down.

Mr. Walters: Understand what I'm saying, "I'm not saying you would do that." But by doing that it would allow insurance to commit insurance fraud. They are not going to let you do that and you are not going to that. But a guaranteed replacement form what it does mean if it was \$600,000.00 they would give you the \$600,000.00. So what we would tell you to make sure the values are in line with replacement cost. The forms will eventually work the same. I know your Chief looks at values and has a good idea on what the cost of the units to insure those units and we've been over those before, so I think we are probably pretty safe with the values that we have. That's reality. The replacement cost, we are going to give you is the replacement up to the limit we have it insured for.

Rodger: One of them gets totaled out there, whatever the value on the papers here is what we'll be ---

Mr. Walters: Yes.

Rodger: Even though it is 10 years old and the replacement cost is not, you know, it was bought for \$200,000.00 and now it's \$350,000.00. We've got our \$350,000.00 replacement.

Marvin: We do a 3% increase each year.

Mr. Walters: We do increase the values when we send out our renewal application. Those get updated.

Rodger: This whole made claim has got me. I guess I didn't read this into either side until you brought it up and I guess we will have to ask the Otarma Representative. I can tell you right now their premium cost at present time is significantly lower than yours.

Mr. Walters: Would you mind sharing what their premium is? It's public record.

Rodger: \$19,679.00.

?: The other one is \$22,012.00.

Chas: We did ask you last year Gary for changes in premium due to increase of deductibles. I don't have it with me right now. But I remember asking several times have we seen it. It didn't really affect the premium all that much. Very minimal.

Mr. Walters: You are right.

Chas: I was disappointed, let's put it that way.

Mr. Walters: You know what I would tell you typically we, when you are going from a \$250.00 deductible to a \$500.00 deductible it's not a significant premium. When you start looking at \$1000.00 to \$2500.00 deductibles you can start to see a little more savings. But even at that, unless you have a tremendously large auto fleet, that's where you are really making up the difference. I don't know if it will be much difference from last time from the deductible stand point. But if that's something you want to see we can get you the pricing with the deductible options.

Rodger: I didn't know we didn't send you the ---

Mr. Walters: We didn't receive the renewal packet from you guys at all.

Rodger: We could provide you with the drug testing cost.

Sandra: That's \$300.00 total for the year?

Rodger: I know we got drug testing. I don't remember what that cost us, but it comes close. There were a couple of other things we could get that into you. That's \$300.00?

Mr. Walters: I think what it gets down to fundamentally is do you think a claim paid form for about a \$2500.00 difference is worth it? If your answer is yes, then it is what it is. I would tell you an occurrence form is a far better form, it is stronger, and it's going to be there for you regardless whether that carrier is not there. If claims carrier is there or not there any longer you don't have to worry about it with our form. It's a peace of mind to you when you are no longer a Trustee. There will be a day that happens. In my eyes, I

think the occurrence form is worth the difference. I can't spend your money and you guys have to do what is best for the Township. If you think that form is better you have a decision to make.

Chas: I don't have any further questions.

Rodger: I don't have any further questions at the present time, oh; yes I guess I do have one. How soon, if we renewed with you how soon would we need?

Mr. Walters: Renewal is March 17th. So what we would if you need to have 30 days to look at this, we could give you a 30 day extension. That's something that we can do. I would encourage you to get a copy of their governmental agreement. I can send you some areas where I think you should look at in that agreement. I would recommend you to have your Attorney look at it and do the proper diligence on their contract. We have no contract like that has any lines in it like that whatsoever.

Chas: Very good.

Rodger: Thank you.

Chas: I think keeping with the subject, we'll bring up Thomas.

Rodger: If he is willing to come up and answer a few questions.

I'm Thomas Welch with the Otarma Program. I did leave a proposal with you at the last meeting. I didn't go into a whole lot of detail. I addressed the highlighted pages and left it with you. Left it for you to review. I knew I'd be back. I can go into as much detail as you'd like me too. I guess my main priority is to offer you a program that prides itself on having the best coverage available and an extremely stable rate. We are obviously going to save you a few thousand dollars this year. We provided some deductible options as well that could take it a little bit lower. Now, again that rate has never changed in 22 years. Part of that is the structure of programs. The Board looks every year at the structure and again the Board is representatives of Otarma members and they look at ways they can improve the form, ways to give money back to you, whether it be by dividend programs or anything like that. They are always looking at how strong financially the program is. They look every year at getting a rating from a Demotec Company, which provides a financial stability rating. So questions about assets ability and things like that. I can give you some information on that. I do have a copy of the contract. I also have a copy of what Mr. Walter's cited as the auditor's footnotes. Essentially when you become a member of Otarma, you become an owner. So you have ownership in the assets and ownership in the liabilities. Otarma has fortunately has 40 million dollars in assets and 12 million in liabilities. They also have 10 million that they felt, that claims haven't happened yet. So they anticipate that another 10 million will come up in claims. That's where the liability shows up on the auditor's web site as your liability. It's simply not the case. You will never be charged that money and what happens when you, pay contributions. I would hope your membership contributions

would go to pay claims and there is nothing else that would go to pay your contributions goes to pay claims. Part of those contributions will past contributions and future contributions will go to pay claims. That's all that says on that auditor's web site. There is no reason for concern there. I will just hand out some copies to give you reference. This is just a generic auditor's report here. Just looking at that, Otarma report the first, second page I'm sorry, talks about, these 2009 numbers, the amount of almost 39 million in assets and roughly 12 million in claims. A net asset of 26 million. The assets and retained earnings above also include approximately 11.5 million of claims to be billed to approximately 950 member government. That 950 member government is Otarma. That's what makes up Otarma. So they are anticipating that in the future years they will see that 11 million dollars in claims that will need to be paid. All this note is saying is that your contributions as a member will help pay those claims. Past contributions and future contributions. So again I just want you to know that it is not a valid concern. It's an auditor's footnote, that's all it is. Now just a couple of things to note in the contract, I believe I mentioned them the last time. The structure of the program is such that if you ever do decide to ever leave the program, you don't have to give the 60 day notice clause. It is recommended that you do because you are an owner of the program and in the contract if you don't give 60 days' notice you are not able to take your share of the membership reserve fund.

The first 6 years you join Otarma a portion of your contribution goes into a reserve fund. Otarma needs that reserve fund just to be a pool. You have to have enough reserve in there to be a pool. If you leave you can take your portion of that reserve fund with you. If there is no 60 day notice given you don't take that portion. You leave just like any other program. The 60 days notice is not a requirement, but if you do give the notice you can take a portion of that reserve fund with you. No member shall be responsible, jointly, or severally for the liabilities of any other members. Yes, claims would stop being paid. If it's an open claim, that claim would stop being paid. Now what I've seen in my experience and you do have a liability loss and on litigation, chances are you are not going to want to leave that program. That is something to consider.

Rodger: I've got to get my head wrapped around this right. You're telling me I got a claim today and a month from now we decide to leave Otarma, the claim is not complete, the forms are in and hasn't gotten through the whole process and finalized, and the Township decides to go elsewhere. The Township gave their 60 day notice we are leaving and after 60 and one days you will not finish processing that claim?

Mr. Welch: That's correct. It would be advisable that these only be liability property losses are not included in that liability claims coverage, would stop the day you leave.

Rodger: What all do you include in liability?

Mr. Welch: You have your general liability, which is bodily injuries, property damage, official's liability covers decisions you make, employment practice, thing of that nature and you have your auto liability and your property. Does that answer your question?

Rodger: That helps.

Mr. Welch: Touching on that same subject the current structure you are in, you are in a pool arrangement. We'll allow members to leave the program. They may have large losses. That's where Otarma is focused on financial strength, their focus on great stability. When you are a program that will allow people to leave with large claims or allow entities to join that have large claims and leave the next year that can compromise the rate stability. That's why we may have experienced a rate increase. Otarma has never had a rate increase for that reason. That's one of the primary focus arrangements, which are the best way to protect the membership from rate increases and rate instability.

Our program is only Townships. We have 950 of the Townships. There is 1318 Townships in the state. Many of the Delaware County Townships are with the program. Backed by the Ohio Township Association. It's the Ohio Township Association's program.

From a cost stand point, I know we are saving you significantly this year. History would say you won't experience a rate increase. It may happen, but in 23 years it has not happened. Over the past 4 years Otarma actually have been giving back up to 10%. 20%. or 30% in some cases in the previous year's contributions in dividends and things of that nature. So chances are a few years down the road that may happen again.

I think if you really went line for line through the whole coverage document, you will see that Otarma is not deficient in any category. The biggest strength is again there is no aggravate limit on any line of liability. Otarma has taken that extra step not to limit you just in case there is a catastrophic situation. The guaranteed replacement cost of the fire vehicles. You talked about the example of a \$500,000.00 vehicle, if that vehicle is worth the \$500,000.00 and it would happen to cost \$600,000.00 to replace, that \$100,000.00 difference would have to come out of your pocket with the current structure. With our structure it would not. With a stability standpoint we continue to have a 99% retention. So you talk about leaving the program really members find no reason to leave. They have the best coverage around, stable rate and that's all they can really ask for.

Sandra: What kind of retention do you have?

Mr. Welch: 99%. I don't know if you have any more questions. I could go into more coverage detail. I know Mr. Walters listed every coverage you have. I gave you a list the last time of every coverage we have. I would encourage you to compare the two. I think you will see in many areas where Otarma would be giving you more or better coverage.

Rodger: Does Otarma write bonds for the Trustees and Fiscal Officer?

Mr. Welch: Yes, three bonds for the Trustees and rate the bond for the Fiscal Officer. We also provide CDL holders and drug random tests. We reimburse half of the cost. We reimburse for running motor vehicles records. We'd reimburse the cost for that.

Chas: The full cost imbursement?

Mr. Welch: Yes.

Chas: At no additional cost?

Mr. Welch: Correct. You submit your receipts or notification to us that you have done those records and we'll reimburse.

Rodger: You mentioned CDL'S, what about non CDL'S?

Mr. Welch: Any random test.

Sandra: We get half back?

Mr. Welch: You get half up to \$25.00 per.

Rodger: Say that again.

Mr. Welch: It's half or \$25.00 which is less. It's a \$50.00 test you get \$25.00, if it's a \$40.00 test you get \$20.00.

Rodger: Okay.

Mr. Welch: Any questions about anything else at all?

Rodger: At this point I don't. I've got some information to digest here and I am going to ask the Board to wait for a month to award the plan. I thought I was ready but I wasn't.

Chas: Only if Mr. Walters is willing to grant us ---

Mr. Walters: I'll issue a 30 day extension. In fact if you'd like I'll, I can take the spread sheets you have given him and fill in accurately. I am sure there are some differences.

Mr. Welch: Could I request one of your applications. I put question marks where I didn't have a clue of what you had.

Mr. Walters: I can fill in the amount on question.

Rodger: Can you also give us a \$500.00 and \$1000.00 deductible on that also.

Mr. Walters; Yes.

Rodger: Plan on the inclusion on the \$300.00 safety allowance. We'll find that for you.

Mr. Walters: Good.

Rodger: Like I said I've got some things to think through on this. Like to postpone that until the April meeting. A motion to table awarding the Risk Management Contract until the April meeting, whatever date that is?

Chas: I will second. Vote: unanimous

Rodger: Thank you.

Sandra: I would like to thank both of your guys for coming out here tonight to educate us.

Chas: Who else would like to speak?

My name is Chris Baker, 1737 Burnt Pond Road. I think it's no secret that Burnt Pond Road has an issue with water. Especially this time of year. But I am looking for your help. I've been there about 3 years. I know some of my neighbors have been longer than I have and they have tried to get this figured out.

Sandra: What's your house number, again sir?

Chris: 1737 Burnt Pond Road. I've talked to the Health Department and Soil and Water. I have a flag lot and I'm off the road quite a ways. There are 4 of us that live in this rectangle. My neighbor's has a dome and I'm next to him and there is a house in front. The water on the properties runs across my driveway across the next neighbor's driveway and on to Tim Wall's property, which is the house in front. The guy in front of me, I think is Bob; his property also drains across my driveway, Warren's driveway and also on Tim's property. Issue is there is water backed up on my property, Bob's and really on Tim's a lot. The reason I am here it is becoming a health issue. The septic are under water. Tim's under water, Bob's is completely under water and mine is underwater. The sewage from that water is seeping through all our properties into Tim's, eventually to the ditch which goes to the farm land or wherever it drains into the ditches. We've got sewage draining across the properties. This just didn't happen right now, it happens a couple of times a year. Bob's is to the point where his caps are almost under water and sometimes they are. Soil and Water came out and did an evaluation on my property and told me the only way to get rid of my water is to go across my driveway, Warren's driveway up next to Warren's drive and along Tim's property line out to the ditch. But they told me to do that. There is no place for the water to go. We can't get the water down that ditch fast enough because the ditch isn't big enough. I know some of the property owners petitioned the Commissioners to do that. I went to a meeting a year and a half or 2 years ago right after I moved in the house. I know when they petitioned it they

were told it would cost them a few hundred dollars per property owner to fix the ditch. Been a couple of years after the studies were done it was pro-rated based on the property you had effected. At that time I didn't care, I was new hey, do whatever you guys want to do it. I hadn't lived there long enough and now I realize really what is going on after talking to Soil and Water. The reason I am here is because the Health Department told me to start with you guys. But nobody wants to claim that as a responsibility. In the State of Ohio I'm not sure whose responsibility that is.

Rodger: Can I ask you a question? Are you talking about the first question? Exactly where are you on Burnt Pond?

Chris: 1737 do you know here the power lines are?

Rodger: Yes.

Chris: Across the road.

Chas: North of Fontanelle Road.

Chris: Oh yes, I'm north of Fontanelle Road. Do you know where the big power lines are? Farm house on the east side of the road, Ed, can't remember his name, in the white farm house.

Sandra: Ed Lowe.

Chris: From there north up to the Cox property, about is where we are talking. I don't know what happened after the Cox property, but I'm pretty sure that might need to be address too at the same time. The water just can't get off our property long enough when it rains, so that does become a health issue. My septic in particular has become an issue now the leach field can't work because of all the water on top. I know the Health Department approved that permit. But I talked to them and they said that was in the 90's In the mid of late 90's and things were a lot more liberal then. They said they could give me a new permit for above ground. All it is going to do is push the water somewhere else. We need to fix this ditch. If we fix the ditch I can get the water off my property and they can get the water off their properties. I have pictures.

Rodger: You are talking about the road ditch, itself?

Chris: Yes.

Rodger: This would be the County Engineer. Burnt Pond Road north of Fontanelle Road is a County Road. South of Fontanelle Road it is the Township. The County Engineer, can if there is enough fall available can deepen the ditch in the area. Is that going to help you, I don't know.

Chris: I'm sure somebody would have to do a study to figure that out.

Chas: County also has money in a ditch fund.

Rodger: If it were a Township Road we could go out there and look at it and say yes, you got enough fall and we are going to give you a deeper ditch. The other issue is, we'll give you a deeper ditch, but where is it going to go to, you know, a deeper ditch isn't always the answer. The County actually controls that portion of Burnt Pond Road. I would call 833-2400 and talk to the Engineer and issue a complaint and they will write it up and usually have you an answer within a week as to what they are going to do.

Chris: That's what I need to hear. The Health Department and Soil and Water told me to come to you first. That's why I am here. That's the answer I'm looking for but I need you guy's help.

Sandra: Who would he contact at Soil and Water?

Chas: No, County Engineer.

Rodger: County Engineer, they will assign it based on that complaint. They may already have an answer for you. I don't know, but I hope they do.

Chas: The nice thing is they do have money in a fund set aside for ditching improvements and maintenance on all that kind of stuff for water issues.

Chris: I think if it was just a water issue on your property, I think they would say join the club. According to Soil and Water you on Burnt Pond Road, good luck. I think with a septic issue, I hope that they will help.

Sandra: Exactly.

Chris: I know the other guys around me are exhausted.

Rodger: If you don't get an answer, give one of us a call. We can call the County Engineer and find out where that stands. We can call the County Engineer, also, but it helps if the resident, themselves call in.

Chris: I'll do that. Thank you.

Rodger: You're welcome.

Chas: Anyone else like to speak? Great, we'll move on into accepting the minutes.

Rodger: Motion to approve the February 9, 2011 minutes as presented by the Fiscal Officer.

Chas: I'll second.

Vote: unanimous.

Susan: I have three more thank yous to our winter help, Michelle Edleblute, Kevin Holt and Dick Saulsbury. They were very nice comments for our workers.

Chas: Great.

ZONING REPORT

Tom: There was no BZA activity. Scioto Township Zoning Commission meeting February 14, 2011. Alec and Julie Andrews Public Hearing to rezone 9716 Fontanelle Road from FR-1 to Planned Commercial and Office. Commission unanimously recommended approval to the Board of Trustees.

There was no Zoning Applications accepted. The DCRPC meeting February 24, 2011. No Scioto Township activity.

I had no written zoning complaints received.

I will say at the RPC meeting the RPC has decided as a cost saving idea to no longer have a Court Reporter at variances. The Township does have a Court Reporter at all BZA actions because it's written in the resolution that there will be one. We have not done it yet, we have not had the language. The DCRPC intends to approve the minutes that's prepared by the Secretary and also approve the digital recording as the official record of the meeting. I don't know how that language is going to be, but since we are trying the digital records and recording the minutes. We are going to start approving the Clerks minutes and making the digital recording as the official record of the meetings.

Rodger: Is it still going to be transcribed, paper copy?

Tom: Paper is going to be the Clerk's minutes. The Secretary's hand written minutes as it always has been. No. Someone wants more that Secretary minutes they will get a MP3 file on digital file.

As the first part of March we have been busy and we have a new house on Burnt Pond Road. We do have a conditional use application it's really March's business.

We have some unfinished business. Michael Allen, Chair of the BZA, term has expired. I have been in contact with him last Friday and Monday and told him I'd need an answer by tonight. That's why I excused myself and went outside to see if he had left me a message and I could retrieve it. He is undecided as to whether he wants to continue as a BZA Board member. I don't think the Board has the same problem as with Mr. Moseley's. This guy's has expired and we certainly have an opportunity to, there is a remedy to move Wendy, our first alternate up to a Regular Board member. Personally I think some advantage to doing that as soon as tonight so that when they have their first meeting they have to have an organizational meeting because they don't have a Chair. They haven't had an organizational Meeting for a couple of years. I think they will have to have an organizational meeting and Wendy is a regular member it is more likely she

could participate and be the Chair person or Vice Chair person. I would suggest that since Mr. Allen hasn't committed with me and he was on the fence that we move Wendy up.

Rodger: When did his term expire?

Tom: January 2011. It's been two months. Not knowing the response we got from the advertisement.

Susan: There was no response.

Tom: I would say we have a 5 member Board who has a Conditional Use Hearing who does not have an alternate and maybe all 5 of those people should be regular Board members. My suggestion and I'll leave it to you to think about. I don't think it matters in the voting because Wendy can vote and participate. It might matter if she can hold an office. I don't know that.

Rodger: It does.

Tom: That's a new problem. It's different than Mr. Moseley's whose had expired and we don't have a resignation.

Chas: I think that's simple.

Rodger: I think there is a remedy for it. It's just, I hate doing the remedy not knowing Mr. Allen's position.

Tom: I thought about that too, I thought if he had an interest he could be first alternate or second alternate and still participate.

Sandra: He's had 2 months to decide?

Tom: No, he has only known his term had expired for 2 or 3 days. I contacted him on Friday and left a voice message. He contacted me on Monday and we talked last night. We talked again last night and he was still undecided. A little unclear about his position, he was afraid if he said yes he had to be the Chair and he didn't want to be Chair. He knew the deadline was at 6:00 p.m. tonight and he has not contacted me.

Rodger: We could reappoint him and then if he is not willing to be a full Board member, we move him down to first alternate or he could resign. That's option one.

Tom: I hate to reappoint him when he did not show an interest. Maybe he got busy and forgot. You don't have to do any action, except I think it would be fairer for Wendy, if she had an opportunity to be a Chair person. Food for thought.

Rodger: I thought, who did we move up, in Ralph's spot?

Tom: Dale McKee to Board member.

Susan: Wendy from second alternate to first alternate.

Tom: I know it's a late night. Thank you guys. But a couple of other comments about zoning tonight if I could?

First I thought you saw government work really good tonight. I want to talk to Mr. Cox. There was a lot of discussion about Conditional Use versus Planned Commercial and I want to say what I think about those things so the Board can hear it too. In a Conditional Use they certainly may run with the land. I have one at my home. They don't always expire with a sale. Mine won't unless other people decide not to continue it. In a Conditional Use application is one hearing before the Appeals Board and the decision is done. The only remedy to any party that doesn't like the outcome of that is to go hire an Attorney and start paying money and appeal to the Delaware County Common Pleas Court. The opposite of that is what we had in Planned Commercial is a lot more public orientated and lot more responsible government is that application comes in for rezone. It's forwarded to the Prosecutors' Office for review. The ORC requires it to go to the DCRPC for review and recommendation. The ORC requires at least one public hearing of the Zoning Commission; the ORC requires at least one public hearing by the Township Trustees. If there is a party that does not like the outcome the remedy is a referendum. I think the difference between all 5 or 6 of those steps provide the kind of protection to the neighbors, the community more than the Conditional Use permit. That's just my opinion. I'm not looking for a response or anything. That's the way I see the process. Certainly they have been here twice and many of you have set through a lot of it. I really think that rezoning is a lot more responsible government than Conditional Use. Thank you.

Chas: Want to continue with the BZA or not?

Rodger: I think we need to make some decision on Mr. Allen tonight. I guess I'd like to keep Mr. Allen on the full Board at this point. Let's do it this way. I make a motion to reappoint Michael Allen to the Board of Zoning Appeals retro-active from January 1, 2011 until January 1, 2016.

Chas: On condition?

Rodger: If we reappoint him, he can always say I'll resign or I want to go down to first alternate.

Chas: Sandra, what do you think?

Sandra: I think we should give him a chance if he has only known for a couple of days. We don't know what's going on in his life right now, especially if he is sick.

Chas: He can always resign. I'll second the motion

Vote: unanimous.

Rodger: I'd also like to make a motion to appoint Mark Mosley as 2nd alternate to the Board of Zoning Appeals term commencing March 9, 2011 until March 9, 2016.

Tom: The balance of the term?

Rodger: No second yet.

Sandra: I'll second. Discussion

Tom: All the other terms at least through the information provided to me by the Zoning Secretary say their terms all expire in January of any given year. So maybe making it March to March it may cause more confusion and we are already seeing that.

Rodger: I amend the motion to January 1, 2011 thru January 1, 2016.

Sandra: I second the amendment. Vote: unanimous

Sandra: Tom, publically thank you so much on all you have done on Zoning THANKS!

Tom: Thank you.

Sandra: Thank you Above and beyond.

FIRE CHIEF'S REPORT

Marvin: I provided you a while back with information on RIC packs. Do you have any questions on the Rapid Intrivation Team packs?

Rodger: I haven't had time to read that yet, Marvin.

Marvin: Do you want to wave that off? If you haven't had time, I want you to read that information closely

Rodger: I just haven't had time.

Marvin: Let's wave that off until you have had time to read through the information. If you have any questions E-mail me or Lt. Bivens. Bill put that together.

Two of those P.O'S relate to that. We split that up to get the best cost. The other PO is for the annual pump test to Finley Fire Equipment in the amount of \$2,000.00. Do you have any questions about that one?

Chas: No, I have no questions on that one. I've read the other one and it was very informative and I appreciate that. At least I know what a Ric Pack is now. I didn't before.

Chas: I make the motion for the annual Pump Test Service by Finley Fire Equipment in the amount of \$2,000.00.

Rodger: I'll second. Vote: unanimous.

P. O. 03-09-2011 Finley Fire Equipment \$2,000.00

Marvin: We had two applications and completed interviews for two new fire fighters. Chas was part of that interview along with a fire fighter and a Lieutenant. Chas has the paper work on both. I have approved both of them and now passing it along to you for approval. Number 1 fire fighter is Jason Rish. Jason is part of the in-laws to the Dilley Family. Then Thomas Vasbinder. Thomas is part of Laurie and Bill Bivens family. Thomas was going to be here tonight but he is in an EMT class.

Sandra: How old are they? Or am I allow to ask?

Marvin: Your are not allowed to ask that question.

Sandra: I was just wondering if they had finished their training.

Marvin: They have their fire cards. Thomas is still working on his EMT. It's not a requirement. Bill is teaching the class.

Rodger: Where do they live?

Marvin: Thomas lives with Bill and Laurie in the Meadows. Jason lives on Burnt Pond Road.

Chas: Jason is married to Stephanie Dilley.

Rodger: Thought that was who it was but wasn't sure.

Chas: They both seem very responsible, very ambitious; they would be an asset to the team through the interview.

Sandra: Great.

Chas: I will make the motion to hire Jason Rish and Thomas Vasbinder to be employed as volunteer fire fighters.

Sandra: I'll second. Vote: unanimous.

Rodger: I'd like to ask a question, are they both employed locally?

Chas: Jason is employed at Giant Eagle down by Gahanna.

Marvin: Thomas is military

Chas: Air Force Reserve.

Susan: Vote please, Sandra, yes, Rodger, yes and Chas, yes.

Marvin: We'll meet with them next Tuesday night and they will get the program and book. We will review that with them and get them started on the right foot.

I sent you an E-mail Monday evening about this fire based EMS study. Chief Stuart, Orange Township, has solicited 3 volunteer Fire Chiefs. And myself being one, Chief Lipps from Ashley and Chief Butts from Radnor to ask one of us to sit on the committee to conduct this study for the fire based EMS. Chief Lipps has declined to do it. My E-mail to Chas was that I stated I don't think Chief Butts will do it, so that leave me. I am asking for direction. I would like to do it, it's going to happen if we are there or not and there are going to be decisions made that we are going to have to live with. But I think our voice needs to be heard as a Volunteer Chief.

Chas: Will your schedule accommodate their schedule?

Marvin: In my E-mail to Chief Stuart, it has to be an evening format. If it is not an evening format, I'm not going to participate.

Rodger: Is this the one they are trying to consolidate.

Marvin: Yes.

Chas EMS.

Rodger: Take this for what it's worth. I'm going to say NO for the Township and forget about it for the consolidated thing. I don't think we are interested in going to a County type system they are asking for. The southern tier was.

Marvin: I understand your position, what I'm saying is if we don't take a position and no voice and it happens.

Chas: We won't have any choice.

Marvin: Correct, we are not going to have that voice through the process.

Rodger: What I'm saying is you tell them this Township says No to the whole idea.

Jeff Kasberg: Why is that?

Rodger: I don't feel this Township's assets go elsewhere.

Jeff: Where does Medic 8 go when Medic 1 is busy?

Rodger: No, no, no, we are not talking about the County EMS. We are talking about the County Fire Department.

Jeff: Oh, I thought he told me it was EMS in the County Fire Departments.

Marvin: They want to combine.

Rodger: They want to combine everybody.

Marvin: EMS and Fire it's a study to see if they want to combine County EMS and Fire and you will be a County full time service around the County.

Jeff: Will you be paid by the County or the EMS pay by----

Marvin: That's part of the study.

Rodger: That's part of the study is also taking our equipment that we have paid for over the years and possibly move it elsewhere.

Jeff: If it goes County wide.

Rodger: If it goes County wide.

Jeff: Okay.

Sandra: I know I would feel much better knowing that you would have boots on the ground at those meetings. If it's at all possible and if you can be there I'd like for you to be there.

Marvin: I want to participate, I understand your position, but we may not have a choice if we are not there at least voicing our voice on the volunteer side. In 2 years from now Rodger, it may happen. I don't know. This is just a study phase. But from the volunteer Chief's side I would like to do it.

Rodger: Has Mr. Butts, Chief Butts and Chief Lipps given a reason why they wouldn't?

Marvin: I don't know about Chief Butts, but Chief Lipps is for the position on it.

Chas: They are satisfied with their service.

Marvin: They are happy with it. The point is the study is going to go one.

Chas: I think we need to be informed. If you can be, schedule wise, so we know how it is going. I think our position is going to make or break it.

Rodger: Well, I don't have a problem with you being there. I've got a problem with them actually putting a study like this together and phasing it the way the E-mail came out.

Sandra: Yea, It's already a done deal so there is nothing we can do about that. But we do need to know what is going on.

Rodger: This isn't a done deal. This is a study.

Marvin: It's just a study.

Rodger: It's just a study and if you tell them you are not interested in the whole thing.

Sandra: But you need to know what---

Rodger: If you want to attend, fine. But my position is, we don't want it. You know

Marvin: So, as a Board does you want to take that position? I'm asking you.

Chas: Where do you stand on that, Marvin?

Marvin: I think we need to participate and have a voice.

Chas: Have the voice, yes.

Marvin: Have the voice for the volunteer side.

Sandra: Someone needs to speak for the volunteers.

Marvin: As long as, I said it accommodates my schedule. If they are going to have daytime meetings, I'm not going to attend. I pointed that out to Chief Stuart also in the E-mail.

Chas: If you can let us know if the meetings are going to daytime or evenings.

Marvin: I could. I'll do a little more checking.

Sandra: Are there anymore volunteer Chief other than you three?

Marvin: Only the three. Like I said they took that position right off the bat. It's going to continue whether we are there or not. At least we could have a voice.

Rodger: I don't have a problem with you attending. I'm just saying we don't want them to take our equipment and our department and consolidate it elsewhere.

Sandra: We need him there to tell them that.

Rodger: Well, we can pretty much tell them that from the get-go.

Marvin: If you are going to take that position then we will just end it right now. If you want to take that position then we can say we are not going to participate. See what I'm saying?

Sandra: I think you should go.

Rodger: Going and saying down the road that you don't want to do it, you can say it now. That's my position and tell them don't want them to take our equipment we've paid for over the years and possibly transferring it elsewhere.

Tom: If you participate, do you think you are speaking for all the volunteers the 3 volunteer departments and the 3 volunteer Chiefs? Or are you speaking for Scioto Township Trustees. I know it's early, but who are you speaking for?

Marvin: Volunteer Chiefs and their position.

Tom: You are their representative not necessarily, what if it were different necessarily than your Board's position?

Marvin: I've got to take a stand on that issue.

Tom: I thought you were suggesting speaking for the volunteer departments.

Marvin: It is made of a County Commissioner, I assume the City Manager; I haven't seen the lay out yet on the Chiefs. Maybe two, there are more of them and one volunteer. They are trying to protect the interest of the volunteers. But, on the same token, if Radnor takes the same position then I'll go back to the Township level of position.

Rodger: I don't mind you being there, but our position, MY position right off the get go is telling them we don't want any kind of consolidation of Fire Departments.

Marvin: Then you need to make that into a motion.

Rodger: Okay, I make a motion for a Resolution that Scioto Township is not interest in participating in a County Wide Fire Base EMS consolidation.

Chas: Marvin, do you think you participating is going to help or hinder that discussion?

Marvin: I think they were speculating on the volunteer Chiefs. I'm not saying that would change anything. I know Chief Stuart has commented several times that the northern Township needs to have a voice

Sandra: Exactly.

Marvin: There are only 3 left, that's us, Radnor and Ashley.

Chas: With this motion you wouldn't have a voice basically.

Marvin: Right, basically.

Chas: I disagree.

Rodger: It's either do it now or do it later and I'd rather do it at the get-go. I don't have a problem with Marvin attending the meetings and speaking at the meetings. My position now and in the future is going to be saying No, not with our Fire Department.

Sandra: I just think it's a little premature.

Rodger: You can let it die.

Chas: I'd like to have the boys at least representing the Volunteer Fire Departments.

Rodger: Well, have you contacted the other fire department to see what they actually think?

Marvin: I've got an E-mail from Chief Stuart. Oh, you mean as a whole? No, it's not even that far along. We did make the first meeting in January.

Rodger: For what I read into that E-mail that we got. I didn't like the whole idea. The more I read it the less I liked it.

Chas: It's all pending whether your schedule meets. If it doesn't affect your schedule you are.

Marvin: It's just a study.

Rodger: It's a study by the southern tier to try and, you know.

Marvin: Well, you have got to look at the whole picture and try to understand the situation.

Rodger: I can understand the study down in the southern tier and they wanted all to perform a joint Fire District. But, you know.

Chas: That may be what they come up with.

Rodger: Leave the northern tier alone.

Sandra: At least they are asking for our opinion.

Rodger: My opinion of this whole way it was presented out there in E-mail was, no. So-

Chas: Let's move on. See if you can attend.

Marvin: Let me see if I can contact Chief Stuart as to what the conditions are and get back to you. Okay? I really don't have much more tonight. The first EMA Newsletter came out and I got it today. The Weather Tornado Spotters Class will be held here at Scioto on March 30th.

Sandra: I would suggest you attend if you can. That's a lot of fun – fun class.

Marvin: It's here. Bobby Lavender booked that here. The Special Needs Registry is also in this. So if you are aware of anybody with Special Needs, kids, parents, or whomever, that registry is now available to get those people registered. Also coming up is Blues Creek Prairie burning is coming up also they have petitioned through the EPA for their burn permit. They will be burning about 20 acres of Prairie grass between not and May 13th.

I think I mentioned to Chas while back the hazmat incident on 36 and 71 that we billed has been settled and we get 66% of the bill we submitted. I was the last Chief to be called by Chris Betts on it and everybody agreed to a settlement which was \$15,000.00. There will be about 66 % of the bill that the departments will get.

Rodger: How much is that going to amount to?

Marvin: Not very much. A couple of bucks.

Rodger: I think what we had was 2 turn out gear.

Marvin: No, no, no, that was a totally different one.

Rodger: That's the other one. Okay.

Marvin: That one isn't settled. That was the one the Rescue went on and it's about a \$400 bill. The battery charger has been replaced.

I'm going to be out of town thru March 21st – March 24th on Company business.

OLD BUSINESS

Chas: Rodger, do you have anything to report on Fry Road?

Rodger: Nothing more, it's mostly down, or flattened. A back wall practically up on Sunday and they are still loading dumpsters. It's been wet enough out there, I don't know whether he can actually move around now or not. No big update.

Chas: Bleachers, anything, Sandra?

Sandra: Need to move some sod and make arrangements with the volunteers to put them together. They mentioned they want to see about draining first base.

Chas: That and we are also going to decline any request---

Sandra: Request, they have requested for the same amount of money we donated last year. I'm going to get back to him and tell him we have no money to give them this year.

Chas: The other old business, we are going to table till April when Gary gets his figures in and we can look at what changes he may have made. Gary Walters.

Rodger: O, yes, yep. I've got, ugh.

Chas: We have kind of got to respond to this quickly too. It took 2 months last time to get my reduction on the premium on increased deductibles.

Rodger: Right. I think Otarma's heads up there, he's got prices and repayment cost. But as long as we have accurate replacement costs on the emergency vehicles we are alright.

Chas: I think part of it, getting out of it if you have a claim going on, why would you want out?

Rodger: Why would you want out when you have a claim and they are going to drop you right now and you are going to be sunk? That didn't make a whole lot of sense to me.

Chas: I think you'd want to see your claim through and not move during the middle of a claim period. My opinion is already set. You'll have to decide what yours is.

Rodger: I'd just like to see, go through this and see how we end up.

NEW BUSINESS

Chas: Going on to new business, I think we need to set a date for opening up the bid packages.

Rodger: I thought we did?

Sandra: We already have one.

Rodger: We set that date for March 22nd at 7:00 p.m.

Sandra: They have to be in by 5:00 p.m. that day and will be opened at 7:00 p.m.

Rodger: 3:00 p.m.

Chas: There was an issue, I talked to Jerry Vining, he was going to try to bid and he had some concerns about conflicts of interest. I called Chris and Chris said no. Not within a one year period.

Rodger: Conflict of interest?

Chas: That's why he didn't attend tonight. Saved him the trouble.

Rodger: Conflict of interest?

Chas: You have to not be employed for over a year. That lets him out. Now, he can be employed through another contractor but not as the contractor.

Rodger: Oh, okay.

Tom: You going to advertise for the Special Meeting on the 22nd.

Rodger: Yes, it will be.

Rodger: I guess you need a motion for Susie to contact OPEC.

Chas: That's right. Balance on the HRA we've got, granted there are on other claims pending.

Rodger: I have none. Don't know if Gary or Jim has anything. Motion to have the Fiscal Officer to contact OPEC for funding reimbursement from OPEC HRA account.

Chas: I'll second. Vote: unanimous

Rodger: Anything else: Motion to pay bills.

Chas: I'll second. Vote: unanimous

Rodger: Motion to adjourn.

Chas: I'll second. Vote: unanimous.

Meeting adjourned at 9:37 p.m.

