

**IN THE COURT OF COMMON PLEAS
PROBATE DIVISION
GEAUGA COUNTY, OHIO**

IN RE:)	CASE NO. 84 PC 000139
)	
CHESTER TOWNSHIP PARK DISTRICT)	JUDGE JOHN J. LOHN
)	
)	

INTERIM REPORT OF THE MASTER COMMISSIONER

**Pursuant to Judgment Entries of September 16, 2016, September 22, 2016,
and December 6, 2016**

Pursuant to the court’s December 6, 2016 Order Setting Review Hearing, the Master Commissioner submits her interim report as to the status of her review and investigation of the matters set forth in the judgment entries of September 16, 2016 and September 22, 2016, relating to the park agreement between Chester Township and the Chester Township Park District, the revised park agreement, and the actions of certain Chester Township trustees and counsel.

The court prefaced its instructions to the Master Commissioner with a quote from the Supreme Court of Ohio’s recent decision in *State ex rel. Chester Twp. v. Grendell*, 2016-Ohio-1520, ¶30 that the probate court’s authority vis á vis park districts “surely includes the ability to issue order to enforce the entry creating the park district, including orders that impose duties on those interfering with the park district’s purpose.”

Thus, the Master Commissioner began her investigation by reviewing the formation documents, including the original application to form a Chapter 1545 park district submitted by the Board of Trustees for Chester Township in 1984, Judge Lavrich’s order creating the park district, and the 1985 and 1993 agreements between the two public entities – Chester Township and the Chester Township Park District.

Additionally and necessarily, the Master Commissioner also reviewed the court's June 22, 2016 Judgment Entry, which was intended to be a final appealable order upon remand from the court of appeals based, in part, upon the court's November 26, 2014 Judgment Entry emanating from the Master Commissioner's July 29, 2014 Report of her investigation of the charges leveled against the park district via the anonymous "Chester Township Park District Review 2013" and her recommendations, which included a recommendation that the 1993 Agreement needed revision in order to comply with Ohio law.

The 1993 Agreement and the Revised Agreement Accepted by the Chester Township Park District on June 22, 2016

As the court is aware, the June 22, 2016 Judgment Entry ordered, inter alia, that certain paragraphs of the 1993 Agreement are "contrary to state law and contrary to public policy"; thus they are "unenforceable and without effect." The court "permanently restrained and enjoined" the township and the park district from "enforcing or acting on the basis of" those paragraphs. Both entities were also "permanently restrained and enjoined" from otherwise violating, directly or indirectly, the provisions of Chapter 1545 and the order creating the park district with jurisdiction over all of Chester Township.

Relevant to the court's instructions to the Master Commissioner to investigate actions taken or not taken by the township trustees and their counsel after the issuance of the June 22, 2016 order and the filing of the Notice of Appeal of that order by the township are the court's findings in the first paragraph on page 10 of the June 22, 2016 Judgment Entry:

The Court takes notice that Chester Township is the title holder of the property operated by the Park Board pursuant to the 1993 Agreement. The Court also takes notice that in the Township Trustees' original application to form the Chester Township Park District, the Trustees included all of the Township territory as property "to be included within the park district." [Footnote 2- The Township Trustees could have limited the geographic scope of the proposed township park district in their application. They chose not to do so.] Judge Frank Lavrich then signed the judgment entry creating the park district with jurisdictional territorial authority over all township parks within Chester Township. **Thus, pursuant to**

the actions taken by the Township Trustees and Judge Lavrich in 1984, all township lands used for township park purposes, regardless of the record ownership, are under the jurisdiction of the Park Board. The agreement between the Trustees and the Park Board simply formalizes this previously-adjudicated fact.” (Emphasis added)

To summarize, there are two key bases underlying the court’s order regarding the 1993 Agreement. The first is the legal concept that whatever rights and authority to control the parklands in Chester Township that were vested in the township at the time the trustees applied to the court to create a separate and independent Chapter 1545 park district entity vested in the newly created park district by operation of law, despite the fact that title to the parklands was never formally transferred of record. *See, eg., Village of Dover v. Village of Bay*, 19 Ohio App. 60, 2 Ohio Law Abs. 636 (8th Dist.1924).

The second basis is R.C. 1545.14, “Agreements with other public authorities to assume control of parks” itself. The court noted at page 8 of the June 22, 2016 Judgment Entry, “R.C. 1545.14 permits township park districts to gain control of additional parklands **not already under their control.**” The court further explained, “R.C. 1545.14 permits township park district to gain control of additional parklands, not to agree to give a separate legal entity the power to dissolve the Park District and to transfer those parklands to that entity.”

A reading of the initial Agreement executed shortly after the park district’s formation reveals four primary purposes for this Agreement, which were to achieve more effective coordination with the surrounding townships in regard to the already existing West Geauga Joint Recreation District to which the area townships contribute operational funds; to assure that the “spirit of the Chester Township Zoning Resolution” would be followed when constructing improvements on Chester Township parklands; to ensure that alcohol would not be consumed on Chester Township parklands; and to ensure that the park district would be policed by the Chester Township Police Department, not park rangers.

The Master Commissioner finds that this Agreement was unnecessary to complete the formation of the park district or the transfer of parklands to the control of the park district. The Agreement was needed to achieve the four goals, and no court or party has asserted these provisions are contrary to law.

Immediately after the April 26, 2016 hearing on the outstanding issues of the park district's funding, the Master Commissioner's fees and costs, and the conflicts between state law and certain terms of the 1993 Agreement between the township and the park district, counsel for the township, Assistant Prosecutor Bridey Matheney and Attorney Todd Raskin, met with Jim Gillette, counsel for the park district, to discuss the logistics for a meeting of the township, the park district, and the Master Commissioner to revise the 1993 Agreement in accordance with the court's findings.

The Master Commissioner's role in this process was to facilitate discussion, answer questions and encourage both boards to work toward a negotiated revised agreement, as directed in the court's November 26, 2014 Judgment Entry and as reiterated in the court's May 4, 2016 Interim Judgment Entry.

This was especially important because during the period from the issuance of the Master Commissioner's first report through the summer of 2016, the park district had righted its ship in terms of compliance with financial procedures and reporting, the two boards were working cooperatively, for the most part, and funding for the park district apart from the local government fund and the library fund was forthcoming, albeit from township resolutions and not a set inside millage allocation.

But ultimately, as the court observed in its December 27, 2016 Order Denying Motion to Vacate, the court's final Judgment Entry of June 22, 2016 on these outstanding issues "did not order the Commissioners or the Trustees to enter into negotiations or to approve a new contract."

Actions Taken By Both Entities After the April 26, 2016 Hearing

Ms. Matheney drafted a revised agreement and forwarded it to Mr. Gillette on May 3, 2016. Thereafter, over a number of weeks, counsel exchanged numerous iterations of a revised agreement, and on June 1, 2016, Ms. Matheney, Mr. Gillette, Commissioner Joseph Weiss, and Trustee Ken Radtke met with the Master Commissioner to discuss the status of the revisions and attempt to find common ground. The meeting was productive, suggestions discussed at that face to face meeting were taken back to the respective boards, and further revisions were circulated.

On June 10, 2016, Ms. Matheney forwarded final revisions to Mr. Gillette. The township trustees met with Ms. Matheney and Mr. Raskin in executive session called during the trustees' regular meeting on July 14, 2016, but from my review of the written minutes, no formal action was taken concerning the Agreement during that meeting; however, on July 15, 2016, Ms. Matheney forwarded a final version of the revised Agreement to Mr. Gillette with a transmittal email in which she reported:

...the trustees have agreed to the proposed agreement we exchanged back in the middle of June (and which your client indicated its approval of on June 22nd). Attached to this email is the final agreement for you to print out, have your client sign it, and return to me so that I can, in turn, have the trustees sign as well.

A copy of the email and the proposed amended Agreement is attached as Exhibit A. The 1993 Agreement that was being amended is attached as Exhibit A-1 and the original 1985 Agreement is attached as Exhibit A-2.

The Revised Agreement

On July 18, 2016, Mr. Gillette forwarded the signed amended Agreement to Ms. Matheney. There was no discussion of the Agreement nor was any action taken by the trustees during their regular meeting on July 21, 2016, or during a special meeting held on August 2, 2016.

Putting aside for a moment paragraphs 1 and 10 of the revised Agreement, the Master Commissioner finds that the amended Agreement appears to have addressed the concerns of the court set out in the June 22, 2016 Judgment Entry.

Gone are the requirements of prior written approvals from the township; in its place are agreements to provide courtesy copies to the township. But in light of the court's findings regarding control of the parklands, the Master Commissioner finds the proposed amendments to paragraphs 1 and 10 need further wordsmithing to reflect the fact that the parklands turned over to the park district by the township trustees when their application to create a park district was approved may now revert to the township only via the dissolution process set out in R.C. 1546.35, et seq. – dissolution by petition of voters for election under R.C. 1545.36 or dissolution by application to the probate court under R.C. 1545.37.

**Chester Township Appeals the Final Order of the Court and Subsequent Action
Regarding the 1993 Agreement and its Revision**

Given the jurisdictional thirty day deadline for filing an appeal of the June 22, 2016 Judgment Entry, the trustees filed their Notice of Appeal to the Eleventh District Court of Appeals in order to preserve their right to appeal the court's final judgment.

On August 9, 2016, the court held a hearing on the township's motion to stay execution of judgment pending appeal. During the hearing, the court questioned counsel as to the status of the revisions of the Agreement. I was not present at the hearing, but I reviewed the videotape of the proceeding.

During the hearing, Ms. Matheney advised the court that the township trustees met in executive session on August 5, 2016, during which the amended Agreement was discussed. She indicated that the trustees had "one concern," which was "whether the court will strike this one." The court responded that it did not intend to review the new agreement "unless someone brought it to him" for review. Ms. Matheney then responded that the trustees have another meeting

scheduled for August 18, 2016, and she would go back to the board and advise of the court's response to this concern she voiced at the hearing.

My review of the written minutes of the township trustees' meeting does reveal that the trustees met with Ms. Matheney and Mr. Raskin in executive session during their regular meeting on August 5, 2016, but no formal action was taken regarding the agreement when the trustees came out of executive session.

Given the Master Commissioner's finding that there was no necessity for any written agreement beyond the judgment entry other than to memorialize that judgment entry and set forth agreements on four areas of concern not specifically addressed in the resolution authorizing the application to create the park district or the probate court judgment entry creating the park district, the Master Commissioner finds that the concern of the township is not well-founded.

Had the township approved the revised Agreement and later the court of appeals issued any decision addressing the "control" issue or had the two entities or another with standing brought the amended Agreement to the court, the parties could have simply agreed to modify or sever the "dissolution" or "termination" portion of the agreement.

**The Township Does Not Adopt the Revised Agreement
and Terminates the 1993 Agreement**

At the trustee's regular meeting on August 18, 2016, and after substantial discussion the trustees passed the following resolutions by a 2-1 vote :

Resolution 2016-380: "Mr. Kinney moved to accept through signature the proposed agreement that has been signed by the Park Board. Mr. Radtke seconded. Mr. Petruziello, no; Mr. Kinney, yes; Mr. Radtke, no. Motion failed."

Resolution 2016-281: "Mr. Radtke moved to terminate the agreement between Chester Township Board of Trustees and the Chester Township Park District effective December 31,

2016 and provide written notice to the Park Board Chairman and Fiscal Officer. Mr. Petruziello seconded. Mr. Petruziello, yes; Mr. Kinney, no; Mr. Radtke, yes. Motion passed.”

A copy of the written minutes containing a narrative of the discussion is attached as Exhibit B and the discussion of the resolutions begins on page 7.

**The Budget Commission Action on the 2017 Funding Requests
for the Township and the Park District**

On August 23, 2016, the Chester Township trustees held a special meeting at the Geauga County Auditor’s office in Chardon, Ohio, for the purpose of a hearing with the county’s Budget Commission on the township’s 2017 budget.

During the hearing, Trustee Radtke informed the commission of the termination of the agreement with the park district and that he had “drafted a letter to the Budget Commission informing them of that vote and requesting that no inside millage be allocated to the Park District in 2017.” He offered a motion to that effect, but the motion died for a lack of a second. Also during that meeting, the written minutes reflect that the Geauga County Prosecutor “assured [the trustees] that the Geauga County Auditor was not setting aside any inside millage for the Park Board.”

The Park District had requested inside millage of .2 mills, which was denied by the budget commission later that afternoon. See the 2017 budget request from the Chester Township Park District attached as Exhibit C.

The Deputy Auditor stated during the hearing that “the Park would receive approximately \$68,900 if they got the two tenths of inside millage at 100% collection.” A copy of those minutes is attached as Exhibit D.

The township’s 2017 budget request included \$75,000.00 for “park and recreation.” A copy of the pertinent portion of the 2017 Chester Township Budget request is attached as Exhibit E.

The park district did not file an appeal of the Budget Commission's decision.

**Subsequent Action by the Township Trustee on their Decision
to Terminate the Agreement with the Park District**

At the trustee's regular meeting on September 3, 2016, the trustees approved the following resolution:

Resolution 2016-387: "Mr. Petruziello moved to approve and sign a letter to the Chester Township Park Board formally notifying them of the termination of the 1993 management agreement with the Board of Trustees effective December 31, 2016. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed."

During the public comment section at the end of this meeting Lance Yandell, Chairman of the Board of Commissioners for the Chester Township Park District, addressed the trustees, and the narrative of the comments and responses begins on page 3 of the Minutes attached as Exhibit F.

Copies of the drafts of the termination letter from the trustee to the park commissioners were produced to the Master Commissioner, but no final, signed letter formally notifying the park district of the trustees' intent to terminate the agreement may be found in the documents provided to me by the township. The only communication I found was an August 19, 2016 letter from Trustee Radtke to the park commissioners attached as Exhibit G, in which he speaks of the "next organization" and solicits the park commissioners to "become a part of that organization."

The Master Commissioner has reviewed the audio recordings of the August 18, 2016 trustees' meeting and their subsequent September 3, 2016 meeting and finds that there are numerous misconceptions as to the original application for creation of the park district, the intentions of the 1984 Board of Trustees when they asked that the park district be created, and the findings of this court in its June 22, 2016 Judgment Entry, which have all led to the conundrum both boards find themselves in after the township voted to terminate the Agreement.

The Master Commissioner would note the following quotes or summaries of comments from the trustees' minutes or recordings of those meetings that will be examined more thoroughly infra or in her final report to the court after completion the investigation and legal research:

1. "There was no intention of taking funding away from the Park Board."
2. "Mr. Radtke did not want to risk being held in contempt of Court by signing the aforementioned contract."
3. "Mr. Radtke said the termination of the agreement does not effect (sic) the 1545."
4. "Mr. Radtke would like to see the current Park Board members continue their service to the Community in another relationship, such as a park committee, or as a 511."
5. "They were only talking about the 4 acre lot when the park district was created."
6. "The judge was saying we can never get out of the relationship."
7. We have an opinion from the prosecutor and Raskin that "cancelling the contract has no consequences."
8. We would be "giving up control to the Probate Judge."
9. "It would be ideal if they would resign and join the park board."
10. "Nobody asked the court to look at the Agreement."
11. The basis for intervention was complaints. Corrective action has been taken and now the park district is operating without complaints.
12. If we signed the agreement the order the judge stay would go back into effect.
13. "We would be giving up control to the probate judge."
14. The judge "falsely" claims that termination of the agreement terminates the 1545.
15. We have to protect our assets.

16. We are hoping the probate judge comes to his senses and lets us dissolve the 1545 and form a 511.
17. I do not want to affect the 1545. I would go to each commissioner to see if they would continue service on a new organization.
18. If we form a 511, it goes against his order.
19. “ I [a park commissioner] am a man without a country.”

I have also reviewed the written minutes of subsequent trustees’ meeting, and found no further action or discussion pertaining to the park district or the parklands at all.

Finally, the Master Commissioner requested certain information from the township and its trustees on October 4, 2016. On December 15, 2016, the township’s Fiscal Officer responded in part with written minutes, recordings of the trustees’ meetings, and a few of Trustee Radtke’s emails. The Master Commissioner submitted a second request for missing documents through Mr. Raskin, a copy of which is attached as Exhibit H.

On December 23, 2016, the Fiscal Officer provided additional recordings, and Trustee Kinney provided me with his emails. I have not received any emails from Trustee Petruziello.

The Master Commissioner has now received all documents responsive to her requests 1 and 2; however, issues remain as to the third request relating to all electronic communications, including a claim that certain electronic communications that have been designated as “attorney-client privilege.” As the Master Commissioner expressed to Mr. Raskin, no privilege log was provided nor was any reasoning given as to the basis for asserting that these communications with the township’s counsel are shielded from the Master Commissioner to be reviewed in camera by the attorney-client privilege.

Current Status of the Chester Township Park District

The park district never received a formal written notice of the trustees' intent to terminate the agreement, as required by the agreement; the park district commissioners were notified of the board of trustees' action via an email from Trustee Radtke sent August 19, 2016, a copy of which is attached as Exhibit I. A couple of draft letters in addition to Exhibit G were found in the documents produced by the township, but the park commissioners did not receive a formal notice.

The trustees' motion to vacate the September 6 and September 22, 2016 judgment entries filed with this court argues that the Eleventh District Court of Appeals' stay "leaves the agreement as it has been for the past twenty-three years pending resolution of the appeal." But the trustees had already voted 2-1 to terminate that agreement and the appeal is still pending.

But curiously given the trustees' argument in their motion to stay and despite this court's Judgment Entry of June 22, 2016, which explained the effect of Judge Lavrich's order creating the park district and the court's findings as to the conflict of certain provisions of the agreement with the original order and Chapter 1545, both the trustees **and** the park district are operating under the assumption that with the termination of the Agreement between the two entities, the park district no longer has control of the parklands in the township nor does it have the responsibility for maintenance of the parklands, including the active park known as Parkside. The Master Commissioner has been advised that the park district sent formal notice of the transfer of the utilities, insurance, and the like to the township trustees.

This situation is quite troubling to the Master Commissioner given the fact that the any determination by the court of appeals will not come for months. Questions remain as to responsibility for expenditures for maintenance and repairs to Parkside; preparations for spring and summer park activities at Parkside, including entering into contracts for use of the facilities;

and liability issues for injuries or damages at Parkside and insurance for such incidents are impacted by the decision of the trustees to terminate the agreement and the apparent decision by the park district to cede control of the parklands to the township without compliance with the statutorily prescribed methods of dissolving a park district and returning control of lands held in trust for the public from one entity to another pursuant to R.C. 1545.35.

The township's Fiscal Officer has recognized the insurance issue and has contacted the insurance agent regarding coverage, but it is apparent from the email chain attached as Exhibit J that the issue of control and operation of the parklands and coverages needed to protect both entities precipitated by the termination of the agreement has created more questions than answers and potential gaps in coverage, which need to be immediately addressed.

While the question of whether this court exceeded its authority or jurisdiction by determining that certain paragraphs of the 1993 agreement are "contrary to state law and contrary to public policy" and enjoining the township and the park district from "enforcing or acting on the basis of" those paragraphs is pending before the court of appeals, the business of maintaining, preserving, and protecting the parklands in Chester Township is on-going.

The Master Commissioner finds that any action by either the park district or the township trustees taken after the appeal was perfected that has the effect of changing the status quo as of the date the appeal was perfected may be addressed by this court because of its retained jurisdiction to enforce its own judgments.

The court of appeals' stay was issued to preserve the status quo. The de facto transfer control of Parkside from the park district to the trustees, which was predicated by the trustees' resolution to terminate the existing agreement before the appeal is determined is contrary to the preservation of the status quo and may be addressed by this court within its powers to interpret

and enforce its own judgments, including Judge Lavrich's original judgment creating the Chester Township Park District.¹

As I noted in the Master Commissioner's July, 2014 Report to this court, "[f]rom my research and discussions with those involved with the park district's formation, and apart from securing local government funds for park operations and improvements after the elimination of the intangible tax, one thing was constant - a driving force behind the creation of an independent park district with commissioners appointed by the probate court, as opposed to a park board with members appointed by the township trustees, was to "keep politics out of the park" and protect the park district from the vicissitudes of township government and priorities.

The Report further noted that "controversy and a lack of understanding about the legal status of the park district as a separate body politic not governed by all the same rules as a township board of trustees nor controlled by that board have occasionally overshadowed the accomplishments and interfered with the mission of the park district." This lack of understanding continues today; an example of which is the trustees' description of the park Agreement as a "management agreement" and the various statements recounted earlier in this report.

All involved in this case have focused on what entity has title of record to the parcels of parkland in the township, but the legal considerations of authority to control lands held in trust for the public goes beyond mere record title, as explained above.

The latest troubles surrounding the park district boil down to two issues – control and money, exacerbated by a personalization of the dispute. It has been said that politics is a contact sport, but all contact sports have rules and referees to see that the rules are enforced.

In regard to control, Chapter 1545 is the controlling rule book here. In 1984 the township trustees made a decision to cede control of the parklands within Chester Township to a new,

¹ It should be noted that the park district has filed a motion to supplement the appellate record with the minutes of the trustees' August 18, 2106 meeting where the agreement was terminated, but to date there has ben no ruling by the court of appeals and the issue of the termination of the agreement is not on appeal.

independent Chapter 1545 entity – a park district. Ohio’s General Assembly declared that the probate court judge would be the appointing authority and that the court would have certain oversight duties. When a decision is made to take back control regardless of the reason, the “rule book” provides the proper procedures from which to choose.

In regard to money, the Master Commissioner can only reiterate the recommendations of the July 2014 report - “the two boards must discuss and resolve to either restore a set amount of inside millage or support an inside levy for the park district to stabilize funding and allow for more precise budgeting.”

As noted earlier, the current troubles are based in personalities rather than sound public policy. The public must be scratching its collective head when it reads that the park commissioners were asking for approximately \$68,900 (the two tenths of inside millage at 100% collection it requested from the Budget Commission, which was denied), which is \$6,100 less than the township’s 2017 budget request of \$75,000.00 for “park and rec.” It has to be noted that the township’s budget does not earmark that \$75,000 for the Chester Township Park District.

Recommendations

The Master Commissioner recommends a return to the status quo ante until the legal issues are resolved by this court and the court of appeals. If the trustees’ decision to terminate the agreement was truly made solely “because of the Probate Judge,” which was the reason given in the August 19, 2016 email from Trustee Radtke to the park commissioners, this should not be problematic. The Chief Justice of the Supreme Court of Ohio has assigned a new judge to hear and review the matters set forth in the September 16 and 22, 2016 judgment entries and to preside over all future proceedings relating to those findings.

Even if the status quo ante is not established, the questions surrounding the transfer of insurance coverage must be immediately addressed to assure both entities have appropriate coverages.

The township has budgeted \$75,000 for “parks and rec.” This is more than the park district requested in its submission to the Budget Commission. Those funds should be earmarked for the park district’s use as has been the practice over the past two years. The park district will continue to control, operate, and maintain the active park, Parkside. Maintenance of the passive parklands in the township will continue to be cooperative performed by the two entities, as it was done during the past few years. I would strongly suggest that Trustee Kinney serve as the liaison between the trustees and the park district.

**Master Commissioner’s Response to the Court’s September 16, 2016
Judgment Entry Questions 2, 6, and 7**

The court posed these three questions:

Question 2: Did the Chester Township Trustees interfere with the operation or purpose of the park district by submitting a revised park agreement to the Chester Township Park Board to sign, and subsequently voting 2-1 against executing the same revised park agreement which was drafted by the Township Trustee’s attorney?

Question 6: Did Chester Township Trustees’ actions or inaction with respect to the revised park agreement violate R.C. Ch. 1545?

Question 7: Did Chester Township Trustees’ actions or inaction with respect to the revised park agreement violate Probate Judge Frank Lavrich’s original order creating the Chester Park District?

As just outlined and explained in the previous section of the report as to the current status of the park district and parklands, the township trustees’ 2-1 vote to both reject a revision to the park agreement and then to terminate the existing park agreement has had the **effect** of

interfering with the operation and purpose of the park district because both side believe control of the Chester parklands, particularly, the active park, Parkside returned to the control of the township as of January 1, 2017.

It is apparent that the trustees voted they way they did because they were of the opinion that control of the parklands could be returned to the township simply by terminating an agreement, which is not the case either under Chapter 1545 or Judge Lavrich's original order granting the application of the township trustees to turn over control of the parklands to the park district.

**Master Commissioner's Response to the Court's September 16, 2016
Judgment Entry Questions 1 and Question 5**

The court posed these two questions:

Question 1: Did the Chester Township Trustees commit fraud upon the Probate Court in connection with the revised park agreement prepared by the Township Trustees' attorney and submitted to the Chester Township Park Board to sign, and the subsequently voting 2-1 against executing that same revised agreement?

Question 5: Did the Geauga County Prosecutor's Office and/or private counsel retained by the Chester Township Trustees perpetuate fraud on the Court or act in complicity with others to commit fraud on the Court with respect to actions taken and/or misrepresentations made by one or more of those attorneys to the Court in connection with the revised agreement submitted to the Park Board for signature?

To answer these questions, one must first determine what constitutes a "fraud upon the court."

The Supreme Court of Ohio discussed the concept in *Coulson v. Coulson*, 5 Ohio St.3d 12, 15, 448 N.E.2d 809, 811-12 (1983):

‘Fraud upon the court’ is an elusive concept. The distinction between ‘fraud’ on the one hand and ‘fraud on the court’ on the other is by no means clear, and most attempts to state it seem to us to be merely compilations of words that do not clarify.’ One commentator, however, had provided this definition: ‘Fraud upon the court’ should, we believe, embrace only that species of fraud which does or attempts to, defile the court itself, or is a fraud perpetrated by the officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication. Fraud, inter partes, without more, should not be a fraud upon the court, but redress should be left to a motion under 60(B)(3) or to the independent action.’

It is generally agreed that ‘**** [a]ny fraud connected with the presentation of a case to a court is a fraud upon the court, in a broad sense.’ Thus, in the usual case, a party must resort to a motion under Civ.R. 60(B)(3). Where an officer of the court, e.g., an attorney, however, actively participates in defrauding the court, then the court may entertain a Civ.R. 60(B)(5) motion for relief from judgment. *Id.* (Internal citations omitted)

The cases discussing the concept of “fraud upon the court” are concerned with its application in the Civ.R. 60(B) relief from judgment context and thus the concept has been narrowly interpreted. As the Eight District noted in *Hartford v. Hartford*, 53 Ohio App.2d 79, 371 N.E.2d 591 (8th Dist.1977), “[w]hile no precise definition of fraud upon the court is possible, we believe, like most courts considering the matter, that the term as used in regard to obtaining relief from judgment must be narrowly construed to embrace only that type of conduct which defiles the court itself, or fraud which is perpetrated by officers of the court so as to prevent the judicial system from functioning in the customary manner of deciding the cases presented in an impartial manner.” *Id.* at ¶84.

The *Hartford* opinion gives a few examples of fraud upon the court that would justify relief from judgment: “egregious misconduct” as bribery of a judge or jury, fabrication of evidence by counsel, or the prevention of an opposing party from fairly presenting his case. *Id.* at 84.

When the Eleventh District addressed the concept of fraud upon the court in *Gorby v. Gorby*, 11th Dist. Trumbull No. 95-T-5298, 1996 WL 210776, it observed that while at least one

appellate district interpreting *Coulson* concluded that the failure of a party to inform the trial court of certain facts can constitute fraud upon the court when such facts are critical to the court's decision², the Supreme Court of Ohio's decision in *Scholler v. Scholler*, 10 Ohio St.3d 98 (1984), which further explained its *Coulson* decision, made it clear that "the fraud must be committed by an officer of the court before it can be considered fraud upon the court." *Id.* at 4. The Eleventh District also found that "most other appellate courts have strictly followed *Coulson* and *Scholler*," citing to *Turoczy v. Turoczy*, 30 Ohio App.3d 116 (1986). *Id.*

While the Master Commissioner could find no cases addressing fraud upon the court outside of the relief from judgment context, it would appear that that the *Coulson* and *Scholler* decisions would become part of any analysis of the broader question. The trustees are not officers of the court, and the Master Commissioner does not find that the conduct of the two trustees in voting against executing the revised Agreement either defiled the court itself, or prevented the judicial system from functioning in the customary manner of deciding the cases presented in an impartial manner.

When the court inquired about the status of the revised Agreement, Ms. Matheney advised the court that the trustees had met in executive session (which they did per the trustees' minutes). She explained that a question had arisen whether the court would strike the revised agreement. After the court noted that it did not intend to review any new agreement unless it was brought to him, Ms. Matheney simply said that she would go back to the board of trustees and advise of the court's intentions. She indicated to the court that the trustees have a meeting scheduled for August 18, 2016. She made no further representations about the revised agreement.

² *Booth v. Booth* (July 21, 1994), 10th Dist. Franklin App. No. 93APF11-1559, (upheld a finding of fraud upon the court in a case where the trial court would not have approved a shared parenting plan if it the husband had told the court of his drunk driving arrest)

The Master Commissioner has also reviewed the motions counsel filed with this court subsequent to the June 22, 2016 Judgment Entry.

The Master Commissioner can only posit that counsel's client had "buyer's remorse" and withdrew their earlier consent to the final revised Agreement their counsel sent to counsel for the park district.

In regard to the conduct of counsel for the trustees, they are officers of the court, but the Master Commissioner's review of the motions filed by counsel and the review of the videotape of the August 9, 2016 hearing at which Ms. Matheney appeared does not reveal any actions or misrepresentations that either defiled the court itself or prevented the judicial system from functioning in the customary manner of deciding the cases presented in an impartial manner. While the Master Commissioner may not agree with counsel's arguments, she cannot say that they perpetrate a fraud upon this court.

**Master Commissioner's Response to the Court's September 16, 2016
Judgment Entry, Question 4**

The court posed this question:

Question 4: Did Chester Township Trustee Kenneth Radtke interfere with the operation or purpose of the Chester Township Park Board by inducing and/or intimidating or attempting to induce or intimidate current members of the Chester Township Park Board to resign from their current position as Township Park Board members?

The Master Commissioner spoke with each of the park district commissioners to learn what contact they had with Trustee Radtke during the period from this court's April 26, 2016 hearing to date, and she reviewed the minutes and audio recordings of the public meeting where Trustee Radtke spoke.

Commissioner Ruth Philbrick stated she received a telephone call from Trustee Radtke asking her "whether she wanted to take care of the park for the trustees instead of Judge

Grendell.” She declined. She characterized the call as “friendly” and she did not feel intimidated. No inducements (promises) were offered to her by Trustee Radtke to resign her commissioner position. She did also stated that she felt the conversation implied that she would leave one board to join the other, but that was not specifically discussed. The only other contact she had from Trustee Radtke was the August 19, 2016 email from him regarding the trustees’ actions relative to the agreement in which Trustee Radtke writes of the “next organization.” (Exhibit I)

Commissioner Lance Yandell had no contact with Trustee Radtke except for the August 19, 2016 email. During the September 3, 2016 trustees’ meeting public comment session, Mr. Yandell was asked by Mr. Radtke if he would serve in a new organization. Mr. Yandell declined. During that same meeting Mr. Radtke curiously stated that he does not want to affect the 1545 entity while also saying that he would go to each commissioner to see if they would continue serve in a new organization.

Mr. Radtke appears to be purposely and carefully choosing his description of a new park entity, referring to it as an “organization” because he has stated he opinion that if the township seeks the creation of a Ch. 511 park board, “it goes against his [the probate judge] order,” apparently referring to the June 22, 2016 Judgment Entry.

Commissioner Clay Lawrence’s only contacts with Trustee Radtke were emails in May, 2016 inquiring as to the park district board of commissioners’ meeting dates and the August 19, 2016 email.

Commission Joseph Weiss was a part of the June 1, 2016 meeting of counsel, the Master Commissioner and Trustee Radtke, and he also received the August 19, 2016 email. Mr. Weiss was not asked about resigning his commission.

Finally, Commissioner Al Parker stated that Mr. Radtke did not contact him about resigning because “he knew what he would say.” He heard about Mr. Radtke asking for the

commissioners to join a new organization through a reporter, and he was angered by it when he read it in the paper.


While it is clear that Trustee Radtke has publically and privately approached two commissioners about “joining a new organization,” the Master Commissioner finds no evidence that he intimidated or induced or attempted to intimidate or induce the commissioners to resign.

Remaining Work

Apart from the outstanding document requests, the remaining questions posed to the Master Commissioner in the September 16 and September 22, 2016 judgment entries relative to contempt, violations of R.C. 2921.05 (A), retaliation, and 42 U.S.C. Section 1983 will be held in abeyance until the Master Commissioner has completed her investigation and/or until further order of court. Investigation of the contempt question will undoubtedly require the Master Commissioner to take testimony.

Respectfully submitted,

Dated: January 4, 2017



MARY JANE TRAPP, Master Commissioner

Mary Jane Trapp

From: Matheney, Bridey <bridey.matheney@gcpao.com>
Sent: Friday, July 15, 2016 12:31 PM
To: Gillette, James M.
Cc: Mary Jane Trapp
Attachments: Chester Park District - Final Agreement.docx

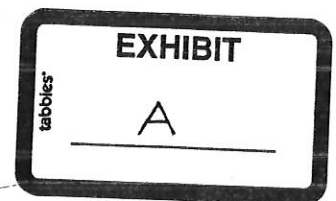
Hi Jim.

I am happy to report back that the trustees have agreed to the proposed agreement we exchanged back in the middle of June (and which your client indicated its approval of on June 22nd).

Attached to this email is the final agreement for you to print out, have your client sign it, and return to me so that I can, in turn, have the trustees sign as well.

Thank you for your help in getting this agreement finalized. I truly appreciate it!

Bridey Matheney
Assistant Prosecuting Attorney
231 Main Street, Suite 3A
Chardon, Ohio 44024
(440) 279-2110
(440) 279-1322 Fax
bridey.matheney@gcpao.com



**AMENDED AGREEMENT
BETWEEN THE CHESTER TOWNSHIP BOARD OF TRUSTEES
AND THE CHESTER TOWNSHIP PARK DISTRICT**

Whereas, the Board of Township Trustees of Chester Township (hereinafter "Township") has the authority and responsibility to operate and maintain parkland within Chester Township; and

Whereas, the Board of Commissioners of the Chester Township Park District (hereinafter "Park District") has previously entered into an agreement with the Township for the purpose of using, developing, improving, and protecting parkland within Chester Township; and

Whereas, it is the desire of the Township and the Park District to continue such agreement and relationship.

Now, therefore, the Board of Township Trustees of Chester Township (Township) and the Board of Commissioners of the Chester Township Park District (Park District) agree as follows:

1. Pursuant to the Park District's statutory authority in Chapter 1545 of the Ohio Revised Code and as defined herein, the Park District shall continue to use, develop, improve and protect all parks and parklands owned by Chester Township and the Board of Township Trustees of Chester Township as listed below in Appendix A for the purpose of providing passive and active recreation facilities to the residents of Chester Township and the public.
2. The Park District agrees to provide a courtesy thirty (30) days written notification to the Township before entering into any agreement with other political subdivisions, including, but not limited to, the West Geauga Local School District, the West Geauga Joint Recreation District, the Geauga County Park District and Geauga County for the use and operation of the subject parks and parklands as listed below in Appendix A. Such other political subdivisions shall be subject to and abide by the terms and conditions of this agreement.

**AMENDED AGREEMENT
BETWEEN THE CHESTER TOWNSHIP BOARD OF TRUSTEES
AND THE CHESTER TOWNSHIP PARK DISTRICT**

3. All plans, specifications and drawings to construct or alter any improvements on the park or park lands listed in Exhibit A will be submitted by the Park District to the Chester Township Zoning Inspector prior to commencing construction or alteration. The Park District will make reasonable attempts to comply with the Chester Township Zoning Resolution.
4. The Park District has adopted and shall continue to adopt rules and regulations for the use of parks and parklands as listed below in Appendix A. Such rules shall include, but not be limited to, use of facilities, scheduling of activities, and shall prohibit the consumption of any intoxicating substances, including but not limited to beer, wine and other alcoholic beverages, at the parks and parklands as listed below in Appendix A.
5. The duty and authority to regulate the use of parks and parklands as listed below as Appendix A lies with the Park District.
6. No rangers or park police officers shall be appointed by the Park District other than police officers employed by the Chester Township Police Department. Direction and control of such rangers or peace officers shall be within the authority of the Chester Township Police Department.
7. The Park District agrees to provide the Township with a courtesy copy of the fiscal officer's certification of funds before entering into a contract or obligation for all permanent improvements on the parks and parklands listed in Appendix A below. A permanent improvement, for the purpose of this agreement, shall be defined as anything that attaches to the land.
8. This agreement shall be governed by the laws of the State of Ohio and may not be modified, amended, or altered unless done so in writing and executed by the parties hereto.
9. The term of this agreement shall be for a period of five years and shall thereafter automatically renew annually. Either party may terminate this agreement prior to its expiration or the expiration of any renewal term by giving written notice of the intent to terminate to the chairman or fiscal officer within 90 days of the effective date of termination.

**AMENDED AGREEMENT
BETWEEN THE CHESTER TOWNSHIP BOARD OF TRUSTEES
AND THE CHESTER TOWNSHIP PARK DISTRICT**

10. Upon the expiration or termination of this agreement as provided herein, the Park District shall not use, develop, improve, or protect any of the parks and parklands as listed below in Appendix A unless an agreement pursuant to Section 1545.14 of the Ohio Revised Code is executed between the Park District and the Township or other public authority in control of the parks and parklands as listed below in Appendix A. All improvements on said parks and parkland as listed below in Appendix A shall be and remain the property of the Township with no compensation or reimbursement due or owing to the Park District.

Executed this ____ day of _____, 20__.

AGREED TO BY:

Chester Township Board of Trustees

Chester Township Park District
Park Commissioners

Trustee

Park Commissioner

Trustee

Park Commissioner

Trustee

Park Commissioner

Park Commissioner

Park Commissioner

APPENDIX A

Parks and parklands shall include the following:

1. Parkside Park, located at 12701 Chillicothe Road, Chester Township, Geauga County, Ohio 44026, bearing permanent parcel number 11-710900, found in volume 4, page 213 of the Geauga County Records, consisting of 5.00 acres;
2. Lot Adjacent to Parkside Park, located at 8572 Mayfield Road, Chester Township, Geauga County, Ohio 44026, bearing permanent parcel number 11-714499, found in volume 1086, page 887 of the Geauga County Records, consisting of 1.27 acres;
3. Hancock Park, located on Mulberry Road, Chester Township, Geauga County, Ohio 44026, bearing permanent parcel number 11-389276 and consisting of 3.375 acres;
4. "The Eighty Acres", located at 11255 Chillicothe Road, Chester Township, Geauga County, Ohio 44026, bearing permanent parcel numbers 11-714490, 11-714483, and 11-714485, found in volume 1343, page 639 of the Geauga County Records, consisting of 85.17 acres;
5. Henry House, located at 8580 Mayfield Road, Chester Township, Geauga County, Ohio 44026, bearing permanent parcel number 11-714503, found in volume 1880, page 3247 of the Geauga County Records, consisting of .22 acres; and
6. Chester Township Recycling Park.

Recd. from Park Commission
on 3/4/14 as
"Current agreement"

ATTACHMENT 5
2/25/13

AGREEMENT

Whereas, the Board of Township Trustees of Chester Township (hereinafter "Township") has the authority and responsibility to operate and maintain parklands within Chester Township; and,

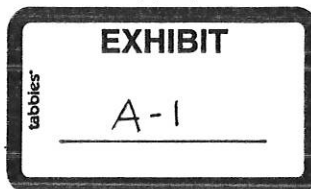
Whereas, the Board of Commissioners of the Chester Township Park District (hereinafter "Park District") has previously entered into an agreement with the township for the purpose of using, developing, improving, and protecting parklands within Chester Township; and,

Whereas, it is the desire of the Township and the Park District to continue such agreement and relationship;

Now, therefore, the Board of Township Trustees of Chester Township (Township) and the Board of Commissioners of the Chester Township Park District (Park District) agree as follows:

1. The Park District shall continue to use, develop, improve, and protect all parks and parklands owned by Chester Township and the Board of Township Trustees of Chester Township for the term of this agreement.
2. The Park District shall use, operate, maintain, develop, improve, and protect said parklands for the purpose of providing passive and active recreation facilities to the residents of Chester Township and the public.
3. Subject to the prior approval of the Township, the Park District may enter into agreements with other political subdivisions, including, but not limited to, the West Geauga Local School District, the West Geauga Recreation District, the Geauga County Park District, and Geauga County for the use and operation of the subject parks and parklands.
4. The Park District shall not construct or alter any permanent improvements on said parks or parklands without prior written approval from the Township. All plans, specifications, and drawings shall be submitted by the Park District to the Township at least sixty (60) days before commencement of any construction or alteration of permanent improvements. The Park District agrees that the Township may refer any plans, drawings, or specifications to the Chester Township Zoning Commission for advice and comment. The Park District agrees that all construction and alterations of permanent

1



improvements shall be so constructed or altered as to comply with and be in the spirit of the Chester Township Zoning Resolution.

5. The Park District has adopted and shall continue to adopt rules and regulations for the use of parks and parklands. Such rules shall include, but not be limited to, use of facilities, scheduling of activities, and shall prohibit the consumption of beer, wine and other alcoholic beverages on parklands or facilities.

6. The duty and authority to regulate the use of parks and parklands lies with the Park District.

7. No rangers or park police officers shall be appointed by the Park District other than police officers employed by the Chester Township Police Department. Direction and control of such rangers or peace officers shall be within the authority of the Chester Township Police Department.

8. The Park District may not contract for or incur any debts or obligations which result or could result in liens on the parks, parklands, or permanent improvements therein without prior written approval of the Township. Such approval shall be withheld by the Township until it receives certification from the fiscal officer of the Park District that the Park District is in compliance with all applicable provisions of the Ohio Revised Code, including, but not limited to, R.C. 5705.41.

9. This agreement shall be governed by the laws of the State of Ohio and may not be modified, amended, or altered unless done so in writing executed by the parties hereto.

10. The term of this agreement shall be for a period of five (5) years. Thereafter, the agreement shall renew on an annual basis unless either of the parties terminate the agreement as provided herein.

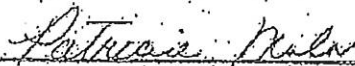
11. Either party may terminate this agreement prior to its expiration or the expiration of any renewal term by giving written notice of the intent to terminate to the chairman or clerk of the other party. Such notice shall state a specific date of termination, provided, such termination date shall be no earlier than ninety (90) days subsequent to the delivery of such notice.

In the event that the Park District has incurred an indebtedness, the Park District may not terminate this agreement without providing sufficient proof that there are no liens on the parks, parklands, or permanent improvements and that all such indebtedness is properly secured.

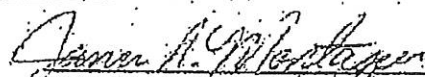
12. Upon the expiration or termination of this agreement as provided herein, control of all parks and parklands shall revert to the Township. All improvements on said parks

and parklands shall be and remain the property of the Township with no compensation or reimbursement due or owing to the Park District.

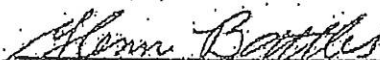
Executed this 25th day of FEBRUARY, 1993



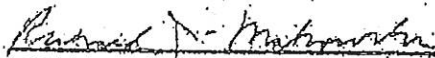
PATRICIA MULA
Chester Township Trustee



JAMES MONTAGUE
Chester Township Trustee



GLENN BATTLES
Chester Township Trustee



RICHARD J. MAKOWSKI
Park District Commissioner



AL DATTILO
Park District Commissioner



JOAN D. DI CILLO
Park District Commissioner

AGREEMENT

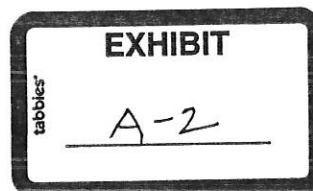
WHEREAS, the Board of Township Trustees of Chester Township have the authority and responsibility to operate and maintain park lands within Chester Township; and,

WHEREAS, the Court of Common Pleas of Geauga County, Ohio, has approved the formation of a park district known as the Chester Township Park District and the boundaries of said park district contain all park lands within Chester Township; and,

WHEREAS, Ohio Revised Code Section 1545.14 permits the Board of Park Commissioners of a park district to agree and contract with public authorities in control of parks or park lands for the purpose of assuming control of all or a part of said park lands and using, developing, improving, and protecting said park lands;

NOW, THEREFORE, the Board of Township Trustees of Chester Township (Trustees) and the Board of Commissioners of the Chester Township Park District (Commissioners) agree as follows:

1. The Commissioners shall assume control of all parks and park lands owned by Chester Township and the Board of Township Trustees of Chester Township commencing April 5, 1985, and continuing for a period of one years.
2. The Commissioners shall use, operate, maintain, develop, improve and protect said park lands for the purpose of providing passive and active recreational facilities to the residents of Chester Township and the public.
3. Subject to the prior approval of the Trustees, the Commissioners may enter into agreements with other political subdivisions including, but not limited to, the West Geauga Local School District, the West Geauga Recreation District, and Geauga County for the use and operation of the subject parks and park lands.
4. The Commissioners shall not construct or alter any permanent improvements on said parks or park lands without prior written approval from the ^{Trustees} Board. All plans, specifications and drawings shall be submitted by the Commissioners to the ^{Trustees} Board at least sixty days before commencement of any construction or alteration of permanent improvements. The Commissioners agree that the ^{Trustees} Board may refer any plans, drawings or specifications to the Chester Township Zoning Commission for advice and comment. The Commissioners agree that all construction and alterations of permanent improvements shall be so constructed or altered as to be in the spirit of the Chester Township Zoning Resolution.
5. Within 30 days of execution of this agreement, the Commissioners shall adopt rules and regulations for the use of said parks and park lands. Such rules shall include, but not be limited to, use of facilities, scheduling of activities and shall prohibit the consumption of beer, wine and other alcoholic beverages.
6. The ^{Trustees} Board acknowledges that, upon execution of this agreement, control of said parks and park lands has been transferred to the Commissioners and the duty and authority to regulate the use of said parks and park lands lies with the Commissioners.



7. The Commissioners agree that no rangers or park officers shall be appointed by the Commissioners other than police officers employed by the Chester Township Police Department and that direction and control of said rangers or peace officers shall be within the authority of the Chester Township Police Department.

8. The Commissioners may not contract for or incur any debts which result or could result in liens on the parks, park lands or permanent improvements thereon without prior written approval of the Board. Such approval, shall be withheld by the Board, until it receives certification from the fiscal officer of the Chester Township Park District that the Commissioners and the Park District are in compliance with Ohio Revised Code Section 5705.41.

9. This agreement shall be governed by the laws of the State of Ohio and may not be modified, amended, or altered unless done so in writing executed by the parties hereto.

10. Upon expiration of the term of this agreement, the agreement shall renew for a period of five years, unless either party notifies the other of its intent to not renew the agreement. Such notification shall be delivered in writing to the chairman or clerk of said board or commission no later than ninety (90) days prior to expiration of this agreement.

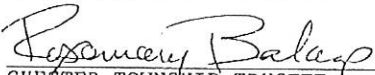
Either party may terminate this agreement prior to its expiration by giving written notice of the intent to terminate to the chairman or clerk of the other party. Such notice shall state a specific date of termination; provided, such termination date shall be no earlier than ninety (90) days from delivery of said notice

In the event that the Commissioners have incurred an indebtedness, the Commissioners may not terminate this agreement without providing sufficient proof that there are no liens on the parks, park lands, or permanent improvements and that all such indebtedness is properly secured.

11. Upon expiration or termination of this agreement as provided herein, control of all parks and park lands shall revert to the Board. All improvements on said parks and park lands shall be and remain the property of the Board with no compensation or reimbursement due or owing to the Commissioners.

EXECUTED this 4th day of April, 1985.


CHESTER TOWNSHIP TRUSTEE


CHESTER TOWNSHIP TRUSTEE


CHESTER TOWNSHIP TRUSTEE

EXECUTED this 4th day of April, 1985.

CHESTER TOWNSHIP PARK
DISTRICT COMMISSION

CHESTER TOWNSHIP PARK
DISTRICT COMMISSION

CHESTER TOWNSHIP PARK
DISTRICT COMMISSION

The Chester Township Board of Trustees met in regular session **Thursday, August 18, 2016** in the Town Hall Meeting Room at 7:00 P.M. Chairman Michael Petruziello presided.

Roll Call: All Trustees and the Fiscal Officer were present.

Pledge of Allegiance to the Flag

The Board led the audience in reciting the Pledge of Allegiance to the Flag.

Nick Gorris - Geauga County Engineer's office

Mr. Gorris reported that a portion of the project had become non performed as it was on the Township line and the adjacent Township could not afford it at this time. The Engineer's office had discussed the issue with the Trustees and Road Superintendent and made changes to the project, resulting in a change to the price. Scope and type of work had not changed. The change order would increase the project cost by \$31,642.20. Mr. Radtke asked why traffic costs increased. Mr. Gorris said blocking traffic up and down six cul de sacs and at intersections contributed. Work would begin next week, in the Manchester subdivision area. The chip seal project on Heath Road was slated to begin on Monday.

2016-352. Mr. Petruziello moved to approve a change order request from Ronyak Paving Co. for the asphalt improvement of various roads in Chester Township (RS-CHE-16), certified by the Geauga County Engineer's office for an additional \$563,905.00 and a deduct of \$532,262.80 for a net change of \$31,642.20, increasing the original contract price from \$566,947.85 to \$598,590.05. Mr. Kinney seconded. Roll call vote: Mr. Petruziello, yes; Mr. Kinney, yes; Mr. Radtke, yes. Motion passed.

Department Business – Road Department

Mr. Radtke reported that the Road Department mechanic recommended a changeout on the fuel pump hose; there is a trip hazard when traversing between pumps. A second hose retractor was recommended; the diesel pump already had one. Estimated cost was \$300.00.

2016-353. Mr. Petruziello moved to approve after the fact \$3,590.47 payable to Cerni Motor Sales for the replacement of the cracked head on International truck #7 from appropriation 2031-330-323-0075 Repairs & Maint. – Vehicle/Equipment. Mr. Kinney seconded. Vote unanimous; motion passed.

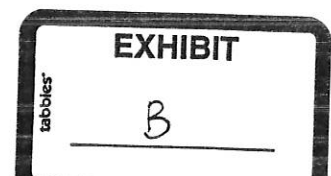
2016-354. Mr. Petruziello moved to approve an intra-fund transfer of \$10,000.00 from 2031-930-930-0000 Contingencies to 2031-330-323-0075 Repairs & Maint. – Vehicle/Equipment. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-355. Mr. Petruziello moved to approve up to \$5,000.00 payable to Cleveland Plumbing for use in piping jobs for the Township from appropriation 2031-330-490-0000 Other/Supplies & Materials. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-356. Mr. Petruziello moved to approve an intra-fund transfer of \$2,243.96 from 2031-330-311-0010 Accounting & Legal Fees/Legal Fees to 2031-330-311-0750 Accounting & Legal Fees/Union Negotiations for expenses to date. Mr. Kinney seconded. Vote unanimous; motion passed.

Megan Toitch – OPEC-HC

Ms. Toitch discussed where the Health Care Cooperative currently stood in preparation for the January 1 renewal. OPEC has been attempting to update members on a monthly basis as to deficit/debt and the future. The Township portion of the debt was discussed. The Employee Assistance Program was discussed. If the Township went to any insurer and



asked for plan costs, costs would be the same for any other Township with an ACA-compliant plan. OPEC could solicit quotes on the Township's behalf. Another option is FormFire. Ms. Toitch was unsure if the next contract would be a three-year contract; she suggested filling out FormFire and taking a look at the market for 2017.

OPEC wanted to move away from the Township reimbursing them for HRA and instead have the Township pay directly. Also available was automatic withdrawal, as opposed to meeting-dependent approval.

Department Business – Fire Department

The BWC Safety Innovations competition was discussed. If the Township had done something between October 2011 and September 2015 that would be considered outstanding or unusual to improve occupational health and safety issues could potentially result in a cash award of \$1,000 to \$6,000. Ladders installed on Road Department trucks were considered for submittal.

Mr. Kinney said for every future claimed incident, there would be a root cause/corrective action error proofing procedure. A number of safety issues at the Township have already been addressed and remedied. Enforcement of a safety policy was discussed. Mr. Petruziello suggested formation of a safety committee that would represent all departments.

A grant to help purchase extrication equipment was discussed. Chief Wargelin had applied for a grant, but the Township was not selected to receive it. Chief Wargelin described the importance of having extrication equipment at the ready, and discussed cordless units. To replace everything completely would cost approximately \$57,000. Chief Wargelin would be purchasing new items and upgrading others with the motion below. Mr. Kinney agreed with the Chief regarding the equipment's importance, stating that the Township was behind the technological curve in what is needed to protect the residents. Being tethered to a truck can be a huge disadvantage in rescue/extrication situations.

2016-357. Mr. Kinney moved to approve up to \$36,990.00 payable to All American Fire Equipment, Inc., 5101 US 22 SW, PO Box 97, Washington C.H., OH 44706 for the purchase of new TNT brand extrication equipment from appropriation 2281-760-740-0304 Machinery Equipment & Furniture/Fire Equipment. Mr. Radtke seconded. Mr. Petruziello, no; Mr. Kinney, yes; Mr. Radtke, yes. Motion passed.

2016-358. Mr. Petruziello moved to approve the purchase of 2 rear springs and shackle and hanger mounting kits from Keystone Spring Service, Inc., 112 35th Street Pittsburgh PA 15201 in the amount of \$1,324.24 from appropriation 2281-230-323-0301 Repairs and Maintenance/Motor Vehicles. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-359. Mr. Petruziello moved to approve an intra-fund transfer of \$3,000.00 from 2281-760-730-0080 Improvement of Sites to 2281-230-599-0317 Other/Other Expenses/Personal Equipment. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-360. Mr. Petruziello moved to amend motion 2016-310 to read, "Move to approve and sign the collective bargaining agreement between Chester Township and the Chester Township Firefighters' Association effective September 1, 2015 through August 31, 2018. Mr. Kinney seconded. Roll call vote: Mr. Petruziello, yes; Mr. Kinney, yes; Mr. Radtke, yes. Motion passed.

Scheduling software for the Fire Department was discussed. Currently the Fire Chief does the scheduling. Software would be a drastic change in the way scheduling would be handled. Through collective bargaining, it was attempted to get the membership to take ownership of the scheduling. Currently the staff turns in their availability to the Fire Chief, who enters the information and places people in shifts. This creates issues with 24/7 staffing at times. With the software, the employees could enter their schedules online. The County IT department was contacted but had not answered by the time of this meeting. Outlook Calendar would not work for the Fire Department's needs. The Fire Chief explained the details of how employees are currently scheduled. The Fiscal Officer would provide the name of a

contact from Paycor to the Fire Chief for possible payroll assistance. Mr. Petruziello would contact Steve Decatur at the County.

2016-361. Mr. Petruziello moved to approve a leave of absence of up to 90 days for Rich Browne effective 8/18/16, due to medical reasons. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-362. Mr. Petruziello moved to continue the leave of absence for up to 90 days for Joshua Puskar effective 9/21/16. Mr. Kinney seconded. Vote unanimous; motion passed.

Mr. Puskar is also a full time police officer, and is currently going to training. Mr. Puskar does want to stay with Chester Township as a firefighter/paramedic as well.

2016-363. Mr. Petruziello moved to approve an intra-fund transfer of \$8,879.45 to 2111-220-311-0750 Accounting & Legal Fees/Union Negotiations from the following accounts listed. Mr. Kinney seconded. Vote unanimous; motion passed.

4,368.75	From	2111-220-311-0010 Acctg. & Legal Fees/Legal Fees
4,510.70	From	2111-930-930-0000 Contingencies

Department Business – Police Department

2016-364. Mr. Petruziello moved to approve the funds necessary for a purchase order and payment of the MDT contract with the Law Enforcement Automated Data System. The purchase order shall be created from Police Appropriated line Item, 2081-210-360-0000/Contracts, in the amount of \$1,200.00. Payment shall be made to the Treasurer/State of Ohio, c/o Ohio State Highway Patrol, Fiscal Services, PO Box 182074, Columbus, Ohio 43218-2074. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-365. Mr. Petruziello moved to approve an intra-fund transfer of \$1,200.00 from appropriation 2081-930-930-0000 Contingencies to appropriation 2081-210-360-0000 Contracted Services. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-366. Mr. Petruziello moved to approve an intra-fund transfer of \$380.00 from 2081-930-930-0000 Contingencies to 2081-210-381-0000 Property Insurance Premiums. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-367. Mr. Petruziello moved to approve an intra-fund transfer of \$375.00 from appropriation 2081-930-930-0000 Contingencies to appropriation 2081-210-318-0000 Training Services. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-368. Mr. Petruziello moved to approve an intra-fund transfer of \$2,394.55 from 2081-930-930-0000 Contingencies to 2081-210-311-0750 Accounting & Legal Fees/Union Negotiations. Mr. Kinney seconded. Vote unanimous; motion passed.

New Business

2016-369. Mr. Petruziello moved to approve payment of \$88,003.00 to OTARMA Service Center, 315 S. Kalamazoo Mall, Kalamazoo, MI 49007 for renewal of property and liability insurance coverage effective August 19, 2016. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-370. Mr. Petruziello moved to not request a hearing with the Ohio Division of Liquor Control for a new liquor license for Pari Group 1 Inc., dba Pari Indian Cuisine, 12775 Chillicothe Rd., Chesterland. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-371. Mr. Petruziello moved to approve the transfer of a cemetery deed for Section 3, Lot 312 sites 3 & 4 from Jacqueline Hill to Kim Hill, 48 Janate Ave., Orwell, OH 44046. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-372. Mr. Petruziello moved to approve and sign a cemetery deed for the sale of Section C, Lot 441, Graves 1 & 2 of the Chester Township Cemetery to Kenneth Michaels of 12860 Lynn Dr., Chesterland. Mr. Kinney seconded. Vote unanimous; motion passed.

Financial Items

2016-373. Mr. Petruziello moved to approve the following intra-fund transfers as listed below. Mr. Kinney seconded. Vote unanimous; motion passed.

	Fund	Amount	From Account	To Account	Purpose
1	Gen	161.52	1000-130-330-0054 Travel & Meeting Expenses/Other Zoning Personnel	1000-130-599-1401 Other Expenses/Software & Computers	Zoning computer
2	Gen	5,000.00	1000-760-730-1210 Improvement of Sites/Henry House	1000-760-730-1202 Improvement of Sites/Parks & Recreation	Park Board
3	RD	10,000.00	2031-930-930-0000 Contingencies	2031-330-323-0075 Repairs & Maint. – Vehicle/Equipment	
4	EMS	3,000.00	2281-760-730-0080 Improvement of Sites	2281-230-599-0317 Other/Other Expenses/Personal Equipment	
5	PD	1,200.00	2081-930-930-0000 Contingencies	2081-210-360-0000 Contracted Services	TR LEADS
6	PD	380.00	2081-930-930-0000 Contingencies	2081-210-381-0000 Property Insurance Premiums	OTARMA
7	Gen	338.48	1000-130-330-0054 Travel & Meeting Expenses/Other Zoning Personnel	1000-130-490-0000 Other/Supplies & Matls.	Xcription pkg for zoning secy
8	FD	2,000.00	2111-930-930-0000 Contingencies	2111-220-599-0300 Other/Other Expenses/Dues & Subscriptions	Requested per JWargelin
9	PD	375.00	2081-930-930-0000 Contingencies	2081-210-318-0000 Training Services.	FBINAA
10	RD	2,243.96	2031-330-311-0010 Accounting & Legal Fees/Legal Fees	2031-330-311-0750 Accounting & Legal Fees/Union Negotiations	Negotiation expenses to date
11	PD	2,394.55	2081-930-930-0000 Contingencies	2081-210-311-0750 Accounting & Legal Fees/Union Negotiations	Negotiation expenses to date

2016-374. Mr. Petruziello moved to void motion 2016-373. Mr. Kinney seconded. Vote unanimous; motion passed.

2016-375. Mr. Petruziello moved to approve and sign the following purchase orders as listed below. Mr. Kinney seconded. Vote unanimous; motion passed.

	Dept	PO #	Type	Amount	Payable To	Vendor Address	Comments
1	RD	90-2016	Reg	5,000.00	Cleveland Plumbing Supply Co.	143 E. Washington Chag Falls 44022	Matls for pip jobs around town
2	PD	91-2016	T&N	1,200.00	Treas of State, Ohio State Hwy Patrol	PO Box 182074 Columbus, OH 43218	Invoice NT17-211
3	Multi	92-2016	T&N	88,003.00	OTARMA		Property insurance premiums
4	RD	93-2016	T&N	3,590.47	Cerni Motor Sales	PO Box 4176 Youngstown, OH 44515	Truck #7
5	multi	94-2016	T&N	16,780.64	Clemans-Nelson & Assoc.	450 Metro Pl So, #200 Dublin OH 43017	Invoices 110646, 110343,11042, 109772

2016-376. Mr. Petruziello moved to approve and sign EFT direct deposit transactions contained within the following transaction numbers: 1199-2016 through 1267-2016 dated 8/23/16. Mr. Kinney seconded. Vote unanimous; motion passed.

- Fiscal Officer’s Note: the payroll transactions began with transaction number 1199-2016 and ended with transaction number 1267-2016. The payroll posting transaction number was 168-2016.

2016-377. Mr. Petruziello moved to approve and sign check numbers 75492 through 75500 dated 8/23/16 and 75501 through 75565 dated 8/19/16. Mr. Kinney seconded. Vote unanimous; motion passed.

- Fiscal Officer's Note: the last check number used on 8/5/16 was 75491 and the first check number used on 8/23/16 is 75492.

2016-378. Mr. Petruziello moved to approve and sign the following withholding vouchers as noted below. Mr. Kinney seconded. Vote unanimous; motion passed.

	Voucher	Payee	Amount	Dated	Description
1	1269-2016	Public Employees Retirement System	19,828.56	8/23/16	Employee & employer withholding - Retirement
1	1270-2016	First National Bank EFTPS	17,128.16	8/23/16	Employee & employer withholding – Federal
2	1271-2016	Ohio Department of Taxation	5.39	8/23/16	Employee & employer withholding – Local School Dist
3	1272-2016	Treasurer, State of Ohio	2,577.72	8/23/16	Employee & employer withholding – State

Fiscal Officer’s Report

Chester Township Bank Reconciliation			
Reconciled date		7/29/2016	
Prior UAN Balance			\$4,428,455.59
Actual Receipts	+	42,141.49	
Transfers for UAN Only	+	328,994.54	
Total Receipts	=		371,136.03
Payments	-	329,751.21	
Transfers for UAN Only	-	328,994.54	
Total Payments	=		658,745.75
Adjustments	+		1,000.00
Adjustments	-		0.00
Current UAN balance as of	7/29/2016		\$4,141,845.87
Other adjusting factors	+		0
Other adjusting factors	-		-
Adjusted UAN balance as of	7/29/2016		\$4,141,845.87
Entered bank balances as of	7/29/2016		\$4,230,653.96
Deposits in transit	+		7,227.16
Outstanding payments	-		97,035.25
Outstanding adjustments	+		1,000.00
Outstanding adjustments	-		0.00
Other adjusting factors	+		0.00
Other adjusting factors	-		0.00
Adjusted bank balances as of	7/29/2016		4,141,845.87
Chester Township Bank Balances			
As of		7/29/2016	
Business Banking			\$250,000.00
EMS Rescue Account			640,933.63
HRA Health Account			0
FNB Sweep Account			3,339,720.33
Total			\$4,230,653.96

UAN Transfer for Bus Checking and EMS Account
UAN Transfer for Bus Checking and EMS Account
Geauga County Receipt Correction

ACH Presented for Signature					
Number	Payment Number	Payee	Period	Amount	Transferred Date
Ohio Withholding Tax					
1	1040-2016	Treasurer State of Ohio	7/1/2016-7/31/2016	2,758.93	
2	1145-2016	Treasurer State of Ohio	7/1/2016-7/31/2016	1.01	
3	1120-2016	Treasurer State of Ohio	7/1/2016-7/31/2016	3,019.30	
		Total		5,779.24	8/6/2016
Local School District Withholding Tax					
4	1039-2016	Ohio Dept of Taxation	7/1/2016-7/31/2016	3.77	

5	1119-2016	Ohio Dept of Taxation	7/1/2016-7/31/2016	4.53	
		Total		8.30	8/6/2016
		OPERS			
6	1041-2016	Ohio Public Retirement System	Pay Period End Date July	20,949.95	
7	1121-2016	Ohio Public Retirement System	Pay Period End Date July	23,358.02	
		Total		44,307.97	8/29/2016
8	2016-155	Ohio Bureau of Workers Compensation	2016 Preimum (2nd half)	23,202.75	
		Total		23,202.75	8/14/2016

BWC Charges		Move to Prospective Billing		
		Premium	50% Reduction	50% Amount Due May 15
ADMINISTRATION	1000-110-230-0000	7,319.54	3,659.77	1,829.90
ROAD DEPT.	2031-330-230-0000	22,591.24	11,295.62	5,647.81
POLICE DEPT.	2081-210-230-0000	33,000.73	16,500.37	8,250.19
FIRE DEPT	2111-220-230-0000	29,899.56	14,949.78	7,474.89
		<u>92,811.07</u>	<u>46,405.54</u>	<u>23,202.79</u>
BWC Charges		Move to Prospective Billing		
		Premium	50% Reduction	50% Amount Due Sept 1
ADMINISTRATION	1000-110-230-0000	7,319.54	3,659.77	1,829.89
ROAD DEPT.	2031-330-230-0000	22,591.24	11,295.62	5,647.80
POLICE DEPT.	2081-210-230-0000	33,000.73	16,500.37	8,250.18
FIRE DEPT	2111-220-230-0000	29,899.56	14,949.78	7,474.88
		<u>92,811.07</u>	<u>46,405.54</u>	<u>23,202.75</u>
		Total Paid		<u>46,405.54</u>

The estimated total 2016 premium paid was \$46,405.54 (which is discounted by 50% for the move to prospective billing). Motion 2016-155 approved the 2016 premium at the time estimated to be \$46,405.54 which was paid in two installments shown in the table above.

Open/Ongoing Items

The Recycle Committee met on Monday. Bloom Brothers may be interested in hauling Styrofoam. Buckeye Industries has been contacted for interest in taking electronics. An ODNR grant would be applied for, and the Board of Trustees would be informed. The Boy Scouts did a cleanup at the Recycle Park last weekend.

Upcoming Items/Deadlines

- 8/23/16 – budget hearing 10:50 AM at Geauga County Auditor’s office. Mr. Petruziello planned to attend.
- Medicount Management contract: October 2016
- 1/1/17 – 2017 temporary appropriations
- 4/1/17 – 2017 permanent appropriations

Discussions

In the past an individual had approached the Board of Trustees with a claim that his vehicle had struck an active construction site on Sperry Road. Pictures were provided along with a cost estimate for repairs. Mr. Radtke had sent everything over to Chief Purchase and Bridey Matheney, explaining what occurred, and asked for recommendations. The estimate was \$397.26. Ms. Matheney recommended that it be paid. Trustee Kinney stated there were five signs and two barriers with flashing lights at the time of the incident. Mr. Radtke said the barriers were not preventing vehicles from traveling over the road surface where the incident occurred.

The Road Department is being run by Assistant Road Superintendent Terry Varner, since the Road Superintendent’s departure. Mr. Radtke had asked Geauga County Engineer Joe Cattell to review the resumes received by the Township for the position. Mr. Cattell said there were some Engineering department employees that he thought would be capable in the position. There was concern over loss of seniority within the Geauga County Engineer’s office. Mr. Cattell was asked if he was willing to provide a contracted labor resource to serve as the Chester Township Road Superintendent. Mr. Cattell would consider it.

Mr. Kinney had spoken with Mr. Cattell and understood it as only lasting for a certain term, while evaluating the person in regard to becoming a full time superintendent. Joe Cattell told Mr. Kinney that the difference between the Road Superintendent salary vs. the candidates' current salary would make this opening attractive to the Engineering employees. It would be much less attractive to perform Superintendent duties under their current compensation.

Mr. Radtke would not be available for the September 1 regular meeting, and Mr. Kinney would be unavailable until September 6. Discussion was had regarding a date and time to reschedule the meeting.

2016-379. Mr. Petruziello moved to reschedule the 9/1/2016 Board of Trustees regular meeting to 9/3/16 at 9:00 AM. Mr. Radtke seconded. Vote unanimous; motion passed.

The Park Board agreement was discussed by the Trustees. Three options were available – execute a new agreement, do nothing at all, or terminate the current agreement. Mr. Radtke stated the Park Board has done an excellent job of turning Parkside into a jewel of an active park. Mr. Radtke had concerns regarding the judicial overreach and interference in the relationship between the Park Board and Trustees, stating that for the past 2.5 years there was a lot of expensive litigation; under the current arrangement, he did not see an end coming to that. Mr. Radtke had a very strong issue with the judge's claim that the Township has no control over property that the Township owns. He was not willing to move forward with another agreement, as the judge may or may not continue his negative involvement with the relationship. Another concern was what Mr. Radtke viewed as an attempt to unilaterally assign debt to the Board of Trustees. Mr. Radtke asked his fellow Trustees if they saw any benefit in continuing a relationship with the Park Board given the experience and history with the probate judge.

Mr. Petruziello did not have issues with the Park Board members themselves; it was the probate issues. Mr. Radtke said the authority the judge has over the Park Board is problematic regarding interpretation of the beginning and end of that authority. As long as a contractual relationship existed with the 1545 organization, he felt there would always be probate judge involvement. It would be in the best interests of the Board and the Township to distance themselves from the judge.

Mr. Petruziello said we could either do nothing or terminate the relationship with the 1545, which he thought they had the legal right to do. Mr. Radtke agreed. Mr. Petruziello continued, stating when they decided to make a 1545, they were only talking about a 4 acre lot (Parkside). Now it turns out to be close to 100 acres of land that they're looking for.

Mr. Kinney said the conflicts the Trustees got into with the probate court had a lot to do with issues that were apparent in how the Park Board was managing their accounts; reporting. The condition that exists today vs. the past is the Park Board has an excellent accounting/reporting system and regular meetings; no discrepancies or complaints are occurring. An amendment to the existing contract had been proposed and was presented to the Park Board in good faith. He continued to support the document that was presented and would like to see a motion to approve the document for signature by the Trustees. He felt if they continued on the path of trying to fight a battle they could incur more lawsuits or court based actions, and spend tens of thousands of dollars more. They were approaching \$100,000 in expenses as it was; this could double or triple. The current Park Board functioned well and did a good job, in his opinion.

Mr. Petruziello said the Trustees did not ask for the probate court to police the Park Board. The Trustees thought they could do that on their own. The probate judge has caused the problem; Mr. Petruziello did not know who brought the information to the judge. It wasn't the current Board of Trustees.

Mr. Kinney said if he were in that position and someone rewarded him by doing the right thing and shutting the Board down and creating another action to micromanage on their own, he would find it difficult to want to move into that environment. The Trustees cannot assume that they would have any portion of the current management structure that is there, and they should expect to have to create a new Board from scratch; this would be after a sustained action that would involve the probate court.

Mr. Radtke was not interested in "shutting down" the Park Board. They are a separate subdivision and entity.

Mr. Kinney felt they would get dragged into a situation that would necessitate defending themselves in court, and it would cost much more.

Mr. Radtke said the June 22 order stated the Trustees owned the land, but have no control over it. Mr. Radtke asked Mr. Kinney if he agreed with that statement. Mr. Radtke was concerned, based on the history he experienced, that there is an intrusive action by the probate judge where none was asked. The judge is ruling on terms and conditions of a contract between two separate political subdivisions, and was never asked by anyone to take any actions on that. Mr. Radtke could not see the relationship improving in the future.

2016-380. Mr. Kinney moved to accept through signature the proposed agreement that has been signed by the Park Board. Mr. Radtke seconded. Mr. Petruziello, no; Mr. Kinney, yes; Mr. Radtke, no. Motion failed.

2016-381. Mr. Radtke moved to terminate the agreement between Chester Township Board of Trustees and the Chester Township Park District effective December 31, 2016 and provide written notice to the Park Board Chairman and Fiscal Officer. Mr. Petruziello seconded. Mr. Petruziello, yes; Mr. Kinney, no; Mr. Radtke, yes. Motion passed.

Public Comments and Questions

The public had no comments or questions.

ADJOURNMENT:

There being no further business before the Board, Mr. Petruziello adjourned the meeting at 10:47 P.M.

Respectfully submitted,

Craig S. Richter, Fiscal Officer

September 29, 2016 Motion 2016-428
Approval Date

Michael J. Petruziello, Chairman

W. L. Bud Kinney, Vice-Chairman

Ken Radtke, Jr., Trustee

ANNUAL PARK DISTRICT BUDGET

CHESTER TOWNSHIP, GEauga COUNTY

From the: Board of Commissioners of the Chester Township Park District

To the Geauga County Budget Commission

The Board of Park Commissioners of said Park District hereby submits its annual Budget for the year commencing January 1, 2017 for consideration of the County Budget Commission, pursuant to Section 5705.30 of the Ohio Revised Code.

Peggy Vitale, Fiscal Officer/Secretary

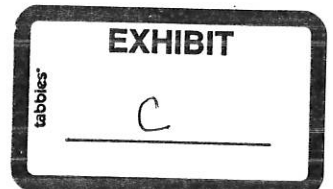
Date: July 13, 2016

PURPOSE	COMPARATIVE AND ESTIMATED STATEMENT OF RECEIPTS, EXPENDITURES, AND FUND BALANCES			
	FOR 2014 ACTUAL	FOR 2015 ACTUAL	FOR 2016 ESTIMATED	FOR 2017 BUDGET
GENERAL FUND				
CASH BALANCE, January 1st	\$ 11,580.30	\$ 5,862.06	\$ 23,591.42	\$ 24,194.15
PRIOR YEAR ENCUMBRANCES			(3,600.00)	
RECEIPTS:				
TAXES:				
Chester Twp *	69,260.48	71,780.00	75,000.00	-
State/County	14,334.39	15,267.62	15,267.62	15,267.00
State/County - Inside Mills				69,860.00
DONATIONS:	1,575.00	250.00		
FEES:	341.00	700.00	900.00	800.00
OTHER (SPECIFY)				
Interest/Misc	1.48	85.78	0.48	1.00
REFUND		58.13		
GRANT: Indians Charities			5,000.00	5,000.00
TOTAL RECEIPTS	\$ 85,512.35	\$ 88,141.53	\$ 96,168.10	\$ 90,928.00
TOTAL RECEIPTS & BALANCE	\$ 97,092.65	\$ 94,003.59	\$ 116,159.52	\$ 115,122.15
EXPENDITURES:				
GENERAL	\$ 28,009.84	\$ 6,879.00	\$ 7,812.00	\$ 11,920.00
PERSONAL SERVICES	3,675.00	5,566.20	7,500.00	10,000.00
CAPITAL IMPROVEMENTS	25,235.00			
MAINTENANCE *	30,310.75	56,966.97	60,924.00	65,130.00
DONATIONS	4,000.00	1,000.00	1,500.00	1,500.00
RESERVE	2,224.98	2,225.56	7,226.00	9,726.00
MASTER COMMISSONER FEE			14,229.37	
VANDALISM				
TOTAL EXPENSES	\$ 93,455.57	\$ 72,637.73	\$ 99,191.37	\$ 98,276.00
	FOR 2014 ACTUAL	FOR 2015 ACTUAL	FOR 2016 ESTIMATED	FOR 2016 BUDGET
CASH BALANCE, December 31st	\$ 3,637.08	\$ 21,365.86	\$ 16,968.15	\$ 16,846.15
RESERVE Fund Balance	\$ 2,224.98	\$ 2,225.56	\$ 7,226.00	\$ 9,726.00
LESS ENCUMBRANCES		(3,600.00)		
UNENCUMBERED BALANCE, December 31st	\$ 5,862.06	\$ 19,991.42	\$ 24,194.15	\$ 26,572.15

Chester Township Park District Commissioners

- Clay Lawrence
- Al Parker
- Ruth Philbrick
- Joe Weiss, Jr.
- Lance Yandell

Ruth Philbrick
Joe Weiss, Jr.
Clay Lawrence



CHESTER TOWNSHIP PARK DISTRICT - 2017 APPROVED PRELIMINARY BUDGET

Fund: 1000 GENERAL FUND

UAN Fund No.	UAN Revenue Code	Account Name	Preliminary 2017 Permanent Budget
		CARRY OVER BEGINNING BALNCE	24,194
1000	532	Local Government Distribution: State Local Government Funds (inside mil \$349,300 x .2)	69,860
1000	532	Local Government Distribution: State Local Government Funds (UDLG) & State Public Library Fund (PLF)	15,267
1000	701	Interest Income	1
1000	801	Gifts and Donations	-
1000	399	Other: Park Fees	800
1000	892	Other: Misc. Non-Operating Receipt: Refunds	-
1000	539	Receipts of State Grants	-
1000	805	Grant Receipts Non-government - Indians Charities	5,000
Total Revenue			115,122

UAN Program Code: Parks	UAN Object Code	Account Name	Preliminary 2017 Permanent Budget
610	311	Accounting and Legal Fees	10,000
610	312	Auditing Services	-
610	313	UAN Fees	820
610	318	Training Services	500
610	319	Other Professional & Technical Services (Computer/Internet/Secretarial)	5,000
610	322	Garbage and Trash Removal	1,800
610	323	Repairs & Maintenance: Baseball Field	7,500
610	323	Repairs and Maintenance: Custodial Serv	6,000
610	323	Repairs and Maintenance: Gardens Renovation/Upgrade	3,000
610	323	Repairs and Maintenance: Grounds Maint/Landscape	16,000
610	323	Repairs and Maintenance: Structural Cleaning, Touch Ups	2,000
610	323	Repairs and Maintenance: Parking Lot Gravel/Grade	3,000
610	323	Repairs and Maintenance: Electrical	8,000
610	330	Travel and Meeting Expense	500
610	342	Postage / PO Box	300
610	344	Printing	500
610	345	Advertising	500
610	351	Utilities: Electricity Illuminating Co. Meters	11,000
610	360	Contracted Trade Services: 3-D Contracting Services	600
610	360	Contracted Trade Services: Playground World Inspection Fee	350
610	360	Contracted Services: Fee to Hang/Remove Flower Baskets	700
610	360	Contracted Services: Tree Trimming/Storm Clean Up	2,500
610	360	Contracted Services: Plumbing Repairs, Maintenance	1,000
610	381	Property Insurance Premium	1,800
610	383	Fidelity Bond Premiums	900
610	390	Other Purchased Services: Storage Fee	-
610	410	Office Supplies: Toner, Paper, Envelopes, Folders	600
610	420	Operating Supplies (maint /cleaning supplies) Turney's	700
610	490	Other Supplies: Park Flower Baskets	1,000
610	591	Contributions to Other Organizations: Kiwanis	1,000
610	591	Contributions to Other Organizations: Perennial Gardner's	500
610	599	Other Expense - Memorial Day Program	500
Total Budget Appropriations			88,570

Carryover **26,552**

LESS: RESERVE BALANCE 9,726

CHECKING BALANCE 16,826

JAMES M. GILLETTE

Attorney & Counselor at Law

PNC Bank Building
117 South Street, Suite 208
Chardon, Ohio 44024-1336

Telephone
(440) 286-7195
Fax (440) 286-1207

Also admitted in Florida

Hand delivered to office of the Geauga County Auditor
On 12/11/2015

December 11, 2015

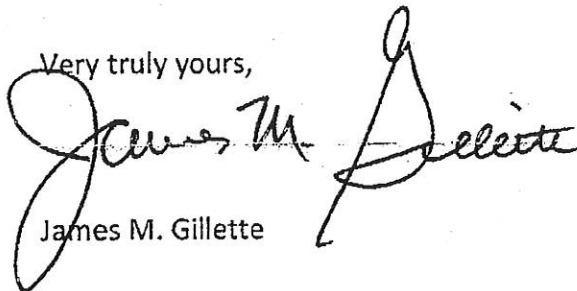
Frank Gliha, Auditor
Office of the Geauga County Auditor
Main Street
Chardon, OH 44024

RE: Resolution for Tax Levy by Chester Township Park District

Dear Mr. Gliha:

Enclosed is the Resolution passed by the Board of Commissioners of the Chester Township Park District levying a tax of 0.20 mill for review and approval by the Geauga County Budget Commission.

Very truly yours,



James M. Gillette

JMG/ps

Enclosure

cc w/encl. via hand delivery:
James Flaiz, Prosecuting Attorney
Christopher Hitchcock, Treasurer

cc w/encl.: Peggy Vitale, Fiscal Officer

A RESOLUTION TO REQUEST THE GEauga COUNTY BUDGET COMMISSION TO DISBURSE 0.20 MILL OF AVAILABLE INSIDE MILLAGE TO THE CHESTER TOWNSHIP PARK DISTRICT.

WHEREAS, the Chester Township Park District, organized and existing under §1545.01 et seq. of the Ohio Revised Code, is a political subdivision of the State of Ohio with the authority to levy a tax under §1545.20 O.R.C. in an amount not to exceed one-half of one (0.50) mill upon each dollar of the annual district assessed tax valuation; and

WHEREAS, the millage within the 10-mill limitation permitted by law is allocated annually in accordance with §5705.31(D) O.R.C., and the county budget commission is empowered to determine the allocation of inside millage that is not required by law for allocation to a particular taxing unit; and

WHEREAS, there is inside millage available for distribution by the Geauga County Budget Commission; and

WHEREAS, the Chester Township Park District has needs for park and recreational facility capital improvements and recreational programs; and

WHEREAS, an annual request must be made to the Geauga County Budget Commission for a levy not in excess of one-half of one mill of the available inside millage.

NOW, THEREFORE, BE IT RESOLVED by the Board of Park Commissioners of the Chester Township Park District, that:

SECTION 1: The Board of Park Commissioners hereby requests that the Geauga County Budget Commission grant inside millage of 0.20 mill to the Chester Township Park District.

SECTION 2: The Clerk is directed to submit a certified copy of this Resolution to the Geauga County Budget Commission.

SECTION 3: It is found and determined that all formal actions of the Board of Park Commissioners concerning and relating to the adoption of this ordinance were adopted in an open meeting of the Board and that all deliberations of the Board that resulted in formal action were in meetings open to the public, in compliance with the law, including §121.22 of the Ohio Revised Code.

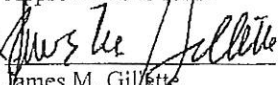
SECTION 4: This resolution is necessary for the immediate preservation of the health and welfare of the residents of Chester Township and for the use of the Chester Township parks, and for that reason, this Resolution shall take effect and be in full force and effect upon the earliest date allowed by law.

PASSED AND ADOPTED THIS 9th day of December, 2015.


Attest:

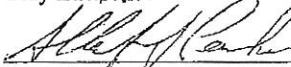

Peggy Vitale, Secretary/
Fiscal Officer

Approved as to form:

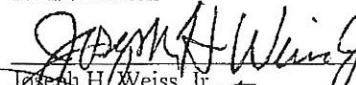

James M. Gillette,
Legal Counsel

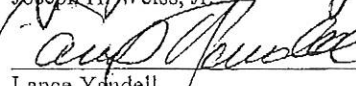
Approved:


Clay Lawrence Y N


Al Parker Y N


Ruth Philbrick Y N


Joseph H. Weiss, Jr. Y N

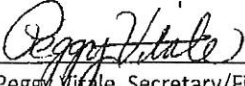

Lance Yandell Y N

Board of Park Commissioners

CERTIFICATION

I, the undersigned Secretary/Fiscal Officer of the Board of Park Commissioners, Chester Township Park District, do hereby certify that the attached Resolution which requests the Geauga County Budget Commission to disburse 0.20 mill of available inside millage to the Chester Township Park District, is a true copy, the original of which is on file with the records of the Chester Township Park District.

Signed this 9th day of December, 2015.



Peggy Vitale, Secretary/Fiscal Officer
Board of Park Commissioners
Chester Township Park District

The Chester Township Board of Trustees met in special session **Tuesday, August 23, 2016** in the Geauga County Auditor's Office at 10:50 AM. Chairman Michael Petruziello presided.

Roll Call: All Trustees and the Fiscal Officer were present. Also present were Geauga County Auditor Frank Gliha, Deputy Auditor Beverly Sustar and Treasurer Chris Hitchcock.

Pledge of Allegiance to the Flag

The Board led the audience in reciting the Pledge of Allegiance to the Flag.

2017 Budget Hearing for Chester Township with the Geauga County Budget Commission

Deputy Auditor Sustar went over the General Fund details. The Geauga County Auditor would certify \$494,722.00. Part would be undivided local government funds. Estimated expenses were \$779,921.00, with an ending balance of \$158,701.50. In Road & Bridge, beginning balance was \$240,159.12; the Township requested certification of \$2,307,402.00. The Auditor's office would certify \$2,307,403.00. Estimated expenses were \$2,433,692.62, with an ending balance of \$113,869.50. Fire beginning balance was \$252,450.26; Chester requested certification of \$999,595.00. The Geauga County Auditor would certify that amount. Estimated expenses were \$1,188,350.00, ending balance of \$63,695.26. Police beginning balance was \$855,343.76, with the Township requesting certification of \$1,478,034.00. The Auditor would certify \$1,478,134.00. Estimated expenses were \$1,830,689.25; ending balance of \$502,788.51.

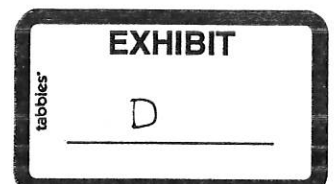
Total millage from 2017 collection was 1 mill inside General Fund, 2 mills inside Road & Bridge, 6.5 outside Road & Bridge, 6.97 outside Police, 4 mills outside Fire, for a total of 20.47 mills. The Trustees have advanced their levy renewals by one year.

Mr. Radtke informed the Budget Commission that the Board of Trustees had voted to terminate the contract between the Township and the Park Board. He had drafted a letter to the Budget Commission informing them of that vote and requesting that no inside millage be allocated to the Park District in 2017.

2016-382. Mr. Radtke moved to send a letter to the Geauga County Budget Commission informing them of the August 18, 2016 motion 2016-381 by the Chester Township Board of Trustees to terminate the agreement with the Chester Park District and requesting the Geauga County Budget Commission that no inside millage be appropriated to the Chester Park District in 2017. The motion died for lack of a second.

Mr. Petruziello was unsure if it was appropriate to put a motion forward in this particular meeting. Prosecutor Jim Flaiz assured them that the Geauga County Auditor was not setting aside any inside millage for the Park Board. For the last five years, the Township had allocated resources of almost \$100,000 per year for property maintenance. Ms. Sustar said that the Park would receive approximately \$68,900 if they got the two tenths of inside millage at 100% collection.

A budget history had been made by Ms. Sustar. 2016 estimated expenses were increased by 75% from 2015. The General Fund is funding road work with contracted services. Nothing would be sent to the Road, all would be paid out of the General Fund. They were advised to move it into roads if that was what they would be spending it on, for transparency with the taxpayers. Mr. Hitchcock said Chester's budgeting has got to get better. Their anticipated beginning R&B balance was stated at \$16,000, but in



reality was \$452,000; that was bad budgeting. Ms. Sustar thought part of the problem was that the Township was not voting to put a levy on the ballot until it expired, and could use the revenue in their budgeting process. This issue has been fixed at this point.

Mr. Hitchcock stated that Chester had fooled the voters for a long, long time; he complimented the Board stating they are on a good path now; it took a long time. He advised that they not pay for Road & Bridge out of General. The budget was approved by the Commission.

ADJOURNMENT:

There being no further business before the Board, Mr. Petruziello adjourned the meeting at 11:25 A.M.

Respectfully submitted,

Craig S. Richter, Fiscal Officer

September 29, 2016 Motion 2016-428
Approval Date

Michael J. Petruziello, Chairman

W. L. Bud Kinney, Vice-Chairman

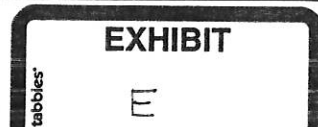
Ken Radtke, Jr., Trustee

Township of Chester
Gauga County, Ohio

To the Auditor of said County
On July 14, 2016 the following budget for the fiscal year beginning January 1, 2017, has been adopted by the Board of Trustees of Chester Township, and is herewith submitted for consideration of the County Budget Commission.

Township Fiscal Officer

Account Code	Account Name (Cost Center)	Fund Number	2014 Actual	2015 Actual	Aug 2015 2016 Temps	March 2016 2016 Perms	Aug 2016 2017 Temps
GENERAL FUND							
Beginning Balance			1,995,590.87	1,833,576.49	1,353,639.50	1,353,639.50	443,900.50
Fund Balance Adjustments				2,515.63	0.00	0.00	
Fund Beginning Balance 1/1			1,995,590.87	1,836,092.12	1,353,639.50	1,353,639.50	443,900.50
Revenue							
1000-101-0000	General Property Tax - Real Estate		333,797.25	352,019.14	300,680.00	301,939.00	301,939.00
1000-302-0202	Fees (Permits - Zoning)		12,182.10	24,226.37	13,000.00	13,000.00	20,000.00
1000-302-0203	Fees (Board of Zoning Appeals)		1,600.00	600.00			
1000-401-0000	Fines		18,135.20	13,679.52	20,000.00	20,000.00	20,000.00
1000-531-0000	Estate Tax		155,120.70				
1000-532-0000	Local Government Distribution		66,168.97	101,710.06	71,057.00	72,884.00	66,750.00
1000-533-0000	Liquor Permit Fees		9,703.40	9,284.10	9,000.00	9,000.00	4,000.00
1000-534-0000	Cigarette License Fees		343.13	292.95	300.00	300.00	
1000-535-0000	Property Tax Allocation (Homestead)		23,152.10		40,227.00	40,395.00	40,395.00
1000-535-5003	Property Tax Allocation (SB3/SB287)			364.29			
1000-701-0000	Interest		9,237.14	9,083.79	9,000.00	9,000.00	12,000.00
1000-801-0000	Gifts and Donations			3,005.00			
1000-801-2002	Gifts and Donations (Grants)		3,450.00				
1000-892-0001	Other - Miscellaneous Non-Operating (Misc.)		21,647.56	10,851.82	25,118.00	25,118.00	20,000.00
1000-892-3005	Other - Miscellaneous Non-Operating (Gas Well)		133.32	63.69	100.00	100.00	100.00
Total Revenue			654,670.87	625,179.73	488,482.00	491,736.00	487,184.00
Expenditures							
1000-110-111-0000	Salaries - Trustees		47,984.45	48,393.96	48,800.00	48,800.00	50,000.00
1000-110-112-0000	Salaries - Trustees' Staff		33,964.53	36,745.29	38,000.00	38,000.00	39,000.00
1000-110-121-0000	Salary - Township Fiscal Officer		24,386.84	24,557.96	25,725.00	25,725.00	27,000.00
1000-110-122-0000	Salaries - Township Fiscal Officer's Staff		49,069.87	50,837.12	55,000.00	55,000.00	53,000.00
1000-110-211-0000	Ohio Public Employees Retirement System		31,525.81	34,248.35	36,000.00	36,000.00	34,510.00
1000-110-213-0000	Medicare		3,238.35	3,349.95	3,700.00	3,700.00	3,600.00
1000-110-221-0000	Medical/Hospitalization		67,390.07	68,843.88	107,000.00	107,000.00	128,000.00
1000-110-221-0006	Medical/Hospitalization (HRA - Health Reimb Acct)		22,127.24	33,095.40	32,500.00	32,500.00	38,000.00
1000-110-230-0000	Workers' Compensation		10,188.42	11,732.13	15,919.41	10,000.00	10,000.00
1000-110-311-0010	Accounting and Legal Fees (Legal Fees)		7,568.34	45,321.99	30,000.00	30,000.00	30,000.00
1000-110-311-0750	Accounting and Legal Fees (UNION NEGOTIATIONS)		5,287.54	87.50	5,000.00	1,000.00	
1000-110-312-0000	Auditing Services		5,980.00				
1000-110-313-0000	Uniform Accounting Network Fees		3,901.00	3,870.00	4,500.00	4,500.00	4,500.00
1000-110-314-0701	Tax Collection Fees (Auditor & Treasurer Fees)		4,702.57	5,818.11	5,300.00	5,300.00	5,300.00
1000-110-314-0702	Tax Collection Fees (DRETAC)		496.43	585.83	750.00	750.00	750.00
1000-110-315-0000	Election Expenses		6,014.80	1,649.22	9,000.00	9,000.00	9,000.00
1000-110-319-0050	Other - Professional and Technical Services (Trustees)				2,100.00	2,100.00	2,100.00
1000-110-330-0050	Travel and Meeting Expense (Trustee's)		2,199.28	2,203.91	2,500.00	2,500.00	3,000.00
1000-110-330-0051	Travel and Meeting Expense (FISCAL OFFICER)		375.66	674.52	1,500.00	1,500.00	1,500.00
1000-110-330-0052	Travel and Meeting Expense (Employee's)		188.18	158.74	1,500.00	1,500.00	1,000.00
1000-110-341-0001	Telephone (MISC)		4,519.64	4,836.87	4,600.00	4,600.00	3,000.00
1000-110-341-0002	Telephone (CELL)		3,146.76	2,204.08	3,000.00	3,000.00	3,000.00
1000-110-342-0000	Postage		1,647.29	1,588.60	1,600.00	1,600.00	2,000.00
1000-110-343-0000	Postage Machine Rental				1,050.00	1,050.00	1,050.00
1000-110-345-0000	Advertising		195.85	337.60	2,000.00	2,000.00	3,000.00
1000-110-345-0801	Advertising - (Delinquent Land Sales)		18.17		50.00	50.00	50.00
1000-110-360-0000	Contracted Services			226,126.26	329,000.00	594,000.00	
1000-110-360-8650	Contracted Services (Policy Manual)				5,000.00	5,000.00	
1000-110-410-0000	Office Supplies		6,185.41	4,828.80	8,000.00	6,000.00	9,000.00
1000-110-430-0000	Small Tools and Minor Equipment				2,000.00	2,000.00	
1000-110-599-0090	Other - Other Expenses (CLEAN UP DAY EXPENSES)		10,005.86	7,511.13	7,500.00	7,500.00	8,500.00
1000-110-599-0100	Other - Other Expenses (Misc. Expenses)		7,407.95	7,395.31	9,000.00	9,000.00	9,000.00
1000-110-599-0300	Other - Other Expenses (DUES & SUBSCRIPTIONS)		1,630.00	1,220.00	2,000.00	2,000.00	2,500.00
1000-110-599-8100	Other - Other Expenses (REAL ESTATE TAXES)		10.40	1.24	100.00	100.00	500.00
1000-120-190-0000	Other - Salaries		9,338.77	9,914.03	12,000.00	12,000.00	15,000.00
1000-120-322-0000	Garbage and Trash Removal		1,196.25	889.40	1,200.00	1,200.00	1,200.00
1000-120-323-0000	Repairs and Maintenance		643.62	1,672.22	5,000.00	5,000.00	5,000.00
1000-120-351-0000	Electricity		6,559.87	7,856.12	7,800.00	8,200.00	8,200.00
1000-120-352-0000	Water and Sewage		1,712.24	1,362.24	1,800.00	1,800.00	1,500.00
1000-120-353-0000	Natural Gas		1,900.19	1,366.95	2,500.00	2,500.00	3,000.00
1000-120-359-0000	Other Utilities				10,000.00	10,000.00	
1000-120-381-0000	Property Insurance Premiums		10,488.75	12,749.00	17,100.00	17,100.00	16,711.00
1000-120-430-0000	Small Tools and Minor Equipment		284.72	160.03	1,000.00	1,000.00	1,000.00
1000-120-490-0000	Other - Supplies and Materials		1,999.00	1,515.74	2,000.00	2,000.00	2,000.00
1000-120-599-0000	Other - Other Expenses		1,378.01	1,046.74			4,500.00
1000-120-599-0005	Other - Other Expenses ENVIRONMENTAL CLEAN UP		50,464.90				
1000-130-150-0000	Compensation of Board and Commission Members		3,950.00	3,400.00	4,200.00	4,200.00	4,000.00
1000-130-190-6010	Other - Salaries INSPECTOR		40,999.89	42,027.06	45,000.00	45,000.00	44,000.00
1000-130-190-6011	Other - Salaries Secretary		6,116.25	8,744.38	5,000.00	10,000.00	10,000.00
1000-130-190-6012	Other - Salaries Part Time Help					5,000.00	
1000-130-318-0000	Training Services		60.00				
1000-130-330-0053	Travel and Meeting Expense Zoning Inspector		902.51	436.92	2,000.00	2,000.00	1,000.00
1000-130-330-0054	Travel and Meeting Expense Other Zoning Personnel				500.00	500.00	500.00
1000-130-341-0002	Telephone CELL		786.69	601.02	750.00	750.00	750.00
1000-130-345-0000	Advertising		888.00	897.25	1,200.00	1,200.00	1,500.00
1000-130-490-0000	Other - Supplies and Materials		871.69	1,281.68	1,000.00	1,000.00	1,000.00
1000-130-599-0000	Other - Other Expenses		270.41	600.00	750.00	750.00	1,000.00
1000-310-351-0000	Electricity					5,000.00	
1000-610-190-0000	Other - Salaries		26,110.21	22,447.06	27,000.00	27,000.00	24,200.00
1000-610-599-0000	Other - Other Expenses		6,785.15	4,667.46	7,500.00	7,500.00	6,000.00
1000-760-730-1200	Improvement of Sites Township Hall/Mem Bldgs/Ground		49.00				
1000-760-730-1201	Improvement of Sites - Ceme		1,109.16	23,134.56	30,000.00	50,000.00	12,000.00
1000-760-730-1202	Improvement of Sites - Park & Rec		27,332.15		5,000.00	5,000.00	
1000-760-730-1210	Improvement of Sites - HH		72,035.48	71,755.00	75,000.00	70,000.00	75,000.00
1000-760-730-1212	Improvement of Sites - Marilyn drive				10,000.00	10,000.00	3,000.00
1000-760-730-1255	Improvement of Sites BARN ON 80 ACRES				1,000.00	1,000.00	1,000.00
1000-760-740-1400	Machinery, Equipment and Furniture		8,580.00	8,839.99	500.00	500.00	1,000.00
1000-910-910-0000	Transfers - Out		170,000.00	147,000.00	408,000.00	17,000.00	20,000.00
1000-930-930-0000	Contingencies				10,000.00	21,000.00	24,000.00
Total Expenditures			814,169.62	1,002,588.60	1,494,494.41	1,401,475.00	779,921.00
Subtotal Fund Ending Balance 12/31			1,836,092.12	1,358,683.25	347,627.09	443,900.50	151,163.50
Less 12/31 Encumbrances			2,515.63	5,043.75			
Less 12/31 Reserve Balances			0.00				
Fund Ending Balance 12/31			1,833,576.49	1,353,639.50	347,627.09	443,900.50	151,163.50



The Chester Township Board of Trustees met in regular session **Saturday, September 3, 2016** in the Town Hall Meeting Room at 9:00 A.M. Chairman Michael Petruziello presided.

Roll Call: Trustee Petruziello, Trustee Radtke and the Fiscal Officer were present. Trustee Kinney was absent.

Pledge of Allegiance to the Flag

The Board led the audience in reciting the Pledge of Allegiance to the Flag.

Approval of Minutes

2016-384. Mr. Petruziello moved to approve the minutes of the Board of Trustees meetings dated 7/14/16 and 8/2/16 as presented to the Board by the Fiscal Officer. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

Department Business – Road Department

2016-385. Mr. Petruziello moved to approve the termination of part time seasonal employee Jeff Pausch effective 8/26/2016. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

Mr. Pausch has returned to school.

New Business

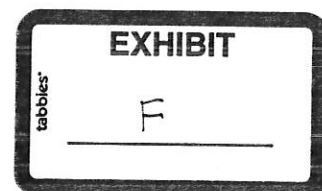
2016-386. Mr. Petruziello moved to approve the Resolution Accepting the Amounts and Rates as determined by the Geauga County Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor. Note: this resolution is for the 2016 tax year, which is collected in 2017. Mr. Radtke seconded. Roll call vote: Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-387. Mr. Petruziello moved to approve and sign a letter to the Chester Township Park Board formally notifying them of the termination of the 1993 management agreement with the Board of Trustees effective December 31, 2016. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-388. Mr. Petruziello moved to approve and sign a cemetery deed for the sale of Lot 49, Graves 1 and 2, in Section One of the Chester Township Cemetery to Mary Napolitano of 11730 Legend Creek, Chesterland. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-389. Mr. Petruziello moved to approve and sign a cemetery deed for the sale of Lot 46, Grave 3 in Section Three of the Chester Township Cemetery to Betty J. Santek, 8280 Sharp Lane, Chesterland. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-390. Mr. Petruziello moved to approve and sign a cemetery deed for the sale of Lot 46, Grave 4 in Section Three of the Chester Township Cemetery to Bonita Iantorno, 28501 Lakeshore Blvd.,



Willowick, OH 44095. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-391. Mr. Petruziello moved to set October 31, 2016 for Chester Township's Halloween "Trick or Treat" night from 6:00 PM to 8:00 PM. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-392. Mr. Petruziello moved to approve \$130.00 payable to Ohio Treasurer of State Josh Mandel for continuing education classes for the Fiscal Officer and Assistant Fiscal Officer and up to \$40 for reimbursement of mileage expense from appropriation 1000-110-330-0051 Travel & Mtg Expense/Fiscal Officer. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

2016-393. Mr. Petruziello moved to approve up to \$50.00 reimbursement to the Fiscal Officer for mileage to the Auditor of State's Hinkle System Training on 10/8/2016 at Freedom Community Service, 8940 State Route 700, Ravenna, OH 44266. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

Mr. Petruziello found it unnecessary to do motions for items under \$1,000.00. Mr. Richter wanted things to be brought to the Trustees; Mr. Petruziello agreed but did not find it necessary to do a motion for them. Mr. Radtke was okay with formalizing actions. Mr. Petruziello questioned the need to have full addresses in motions.

Financial Items

2016-394. Mr. Petruziello moved to approve the following intra-fund transfers as listed below. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

	Fund	Amount	From Account	To Account	Purpose
1	Gen	338.48	1000-130-330-0054 Travel & Mtg Exp/Other Zoning Personnel	1000-130-490-0000 Other/Supplies & Matls.	Transcription package zoning secy
2	FD	2,000.00	2111-930-930-0000 Contingencies	2111-220-599-0300 Other/Other Exp/Dues & Subscriptions	Requested per JW software

2016-395. Mr. Petruziello moved to approve and sign the following purchase orders as listed below. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

	Dept	PO #	Type	Amount	Payable To	Vendor Address	Comments
1	EMS	95-2016	T & N	\$36,990.00	All American Fire Equipment	5010 US 22 SW, POBox 97 Washington CH, OH 44706	New TNT brand extrication equipment
2	EMS	96-2016	Regular	1,324.24	Keystone Spring Co.	2061 New Castle Road Portersville, PA 16051	2 rear springs, shackle, hanger mounting kits

Fiscal Officer's Report

The STAR Ohio account had been closed by the Fiscal Officer because the interest rate was the same as the Sweep Account. Mr. Richter recommended the account be opened up again. Until other investment options could be explored, this was a State approved savings account with no fees.

2016-396. Mr. Radtke moved to approve opening a STAR Ohio bank account for Chester Township. Mr. Petruziello seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

Donations Received				
	Date	Received from	Fair Market Value	Description
1	August 2016	Ken Radtke	\$62.67	Supplies for Chester Twp Recycle Park clean up
2	8/18/2016	Craig Richter	\$30.00	Candy for Chesterfest - Township Booth

Open/Ongoing Items

The Administrative Assistant contacted Tim Covert of Electolite, who would be supplying a quote for a digital sign next week. Mr. Petruziello had contacted University Hospitals regarding their sign, but their project was much more expensive and larger in scope. With the 25 mph speed limit by Town Hall, a smaller sign could be used.

Mr. Radtke was on schedule for September housekeeping at the Recycle Park. A Recycling Committee meeting would be held on September 12 to examine other streams not currently accepted.

No response had been received from the County IT department regarding Township security cameras or a scheduling system for the Fire Department. Mr. Petruziello would contact Frank Gliha.

Upcoming Items/Deadlines

Medicount Management contract: October 2016

1/1/17 – 2017 temporary appropriations

4/1/17 – 2017 permanent appropriations

Discussions

The improvement of Mulberry Road sections A-D was mentioned so it could be included in the Government Update.

Past due invoices for culvert pipe repairs were discussed. Mr. Radtke would draft a letter from the elected officials to be mailed to those residents. Mr. Richter suggested putting liens on properties but did not know how to start the process.

Public Comments and Questions

Lance Yandell, speaking as Chairman of the Park Commissioners, asked why after 35 years of a relationship what the basis was for termination of the contract between the Park Board and Board of Trustees. The Park Board did not understand why the Trustees sent them a contract to approve and sign, which they did, only to have the Trustees not sign it. Mr. Radtke discussed the interference of the Probate Court. Mr. Petruziello mentioned that the Trustees had met with the Park Board in the past in an attempt to resolve the issues brought to the Townships attention by the residents report, however the Park Board took the issue to the Probate Court, who has now tied the hands of the Trustees; the Judge's reach had gone way too far and tainted the relationship between the Trustees and Park Board. There was no intention of taking funding away from the Park Board. Mr. Radtke did not want to risk being held in contempt of Court by signing the aforementioned contract. Mr. Radtke said the termination of the agreement does not effect the 1545. Mr Radtke would like to see the current Park Board members continue their service to the Community in another relationship, such as a park committee, or as a 511.

Mr. Yandell pointed out that a 511 serves “at the pleasure of the Trustees”. He wanted them to remain an individual entity as a 1545 and not be beholden to the Trustees. It was pointed out that a 511 would operate like the Zoning Boards. In 2013 the Park Board was operating as a hodgepodge, Mr. Petruziello said, and not following procedures and process. A joint meeting between the Trustees and Park Board would be scheduled in the future. Mr. Radtke asked if Mr. Yandell would be willing to serve in his current capacity on a different Board. Mr. Yandell did not want to be under anyone’s thumb.

Reena Kanner suggested leaving the current Park Board in charge of Parkside, and forming another committee for all other Chester parks. Mr. Richter said by forming a 511, would not affect the 1545.

Mr. Yandell would speak with his Board and make arrangements for a future joint meeting between the Park Board and Trustees.

Dal Lanese asked if the Board could put an announcement in the paper regarding political signs in the right of way. The Zoning Inspector would be contacted.

A Russell Township resident commented on street lights not working in Chesterland and named the locations. He has called CEI several times.

Financial Items, continued

2016-397. Mr. Petruziello moved to approve and sign EFT direct deposit transactions contained within the following transaction numbers: 1273-2016 through 1348-2016 dated 9/7/16. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

- Fiscal Officer’s Note: the payroll transactions began with transaction number 1273-2016 and ended with transaction number 1348-2016. The payroll posting transaction number was 1249-2016-

2016-398. Mr. Petruziello moved to approve and sign check numbers 75566 through 75575, dated 9/7/16, and check 75576 dated 9/3/16. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

- Fiscal Officer's Note: the last check number used on 8/19/16 was 75565 and the first check number used on 9/7/16 was 75566.

2016-399. Mr. Petruziello moved to approve and sign the following withholding vouchers as noted below. Mr. Radtke seconded. Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

	Voucher	Payee	Amount	Dated	Description
1	1350-2016	First National Bank EFTPS		9/7/16	Employee & employer withholding – Federal
2	1351-2016	Ohio Department of Taxation		9/7/16	Employee & employer withholding – Local School Dist
3	1352-2016	Treasurer, State of Ohio		9/7/16	Employee & employer withholding – State
4	1353-2016	Public Employees Retirement System		9/7/16	Employee & employer withholding - Retirement

Executive Session

2016-400. Mr. Petruziello moved to enter into executive session at 10:18 AM pursuant to Ohio Revised Code 121.22 (G) (1) for the purpose of discussion of employee discipline. Mr. Radtke seconded. Roll call vote: Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

The Fiscal Officer was invited into the executive session.

2016-401. Mr. Petruziello moved to reenter public session at 10:29 AM. Mr. Radtke seconded. Roll call vote: Mr. Petruziello, yes; Mr. Kinney, absent; Mr. Radtke, yes. Motion passed.

ADJOURNMENT:

There being no further business before the Board, Mr. Petruziello adjourned the meeting at 10:30 A.M.

Respectfully submitted,

Craig S. Richter, Fiscal Officer

November 10, 2016 Motion #2016-492
Approval Date

Michael J. Petruziello, Chairman

ABSENT
W. L. Bud Kinney, Vice-Chairman

Ken Radtke, Jr., Trustee

August 19, 2016

Chester Township Park Board
12701 Chillicothe Road
Chesterland, OH 44026

RE: Chester Township Board of Trustees' Management Agreement with the
Chester Township Park District

Send to Joe Weiss, copy all Board members Jim Gillette, Todd Raskin, Bridey

Dear Chester Township Park Board,

We the BoT feel you've done a wonderful job and we wish to extend to you all our deepest appreciation for your service to the residence of Chester with respect to your activities at Park Side.

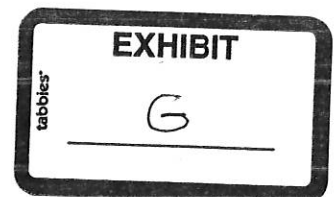
There was an open discussion concerning the all options available to the trustees, and it was a very helpful conversation. Upon completion of the very long conversation in public and after great consideration the following motion was put forward and was passed by the Board of Trustees:

2016-381. Mr. Radtke moved to terminate the agreement between Chester Township Board of Trustees and the Chester Township Park District effective December 31, 2016 and provide written notice to the Park Board Chairman and Fiscal Officer. Mr. Petruziello seconded. Mr. Petruziello, yes; Mr. Kinney, no; Mr. Radtke, yes. Motion passed.

Please consider this as your formal notice as required by the agreement as the termination of the management agreement with the Park District which will take effect December 31, 2016.

We would hope that you all would consider in participate in future discussion concerning the management and operations of Park Side as residence of Chester and look forward to your cooperation in such matters.

Sincerely,



Michael J. Petruziello, Chairman
Chester Township Board of Trustees



**THRASHER
DINSMORE
& DOLAN**

A LEGAL PROFESSIONAL ASSOCIATION
WWW.TDDLAW.COM

DAVID E. LOWE
DALE H. MARKOWITZ
JOSEPH R. ZNIDARSIC
DAVID M. ONDREY
HEIDI M. CISAN
TODD C. HICKS*
MATTHEW J. DOLAN
J. JAREDD FLYNN
EZIO A. LISTATI
KELLY A. SLATTERY
JOHN R. LIBER, II**

MARY JANE TRAPP
BRANDON D. R. DYNES
VICTOR D. RADEL****
JAMES P. VITALE
GINA M. BEVACK-CIANI
LAURA M. WELLEN
ANDREW J. YARGER
BOBBI M. MCVAN
RAY K. THRASHER (1906-1973)
JAMES W. DINSMORE (1916-1975)
LAWRENCE J. DOLAN (RETIRED)

OF COUNSEL:
NANCY H. BURROUGHS
THOMAS L. COLALUCA**
RANDOLPH L. KNAVEL
MATTHEW D. WHEELOCK
DANIEL T. CRONIN***

*ALSO ADMITTED IN NEW YORK
**ALSO ADMITTED IN FLORIDA
***ALSO ADMITTED IN MICHIGAN
****ALSO ADMITTED IN TENNESSEE

ATTORNEY'S EMAIL: mjtrapp@tddl.com

December 27, 2016

VIA EMAIL: tmr@mrrlaw.com

Chester Township Board of Trustees
c/o Todd Raskin, Esq.
Mazanec, Raskin & Ryder Co., L.P.A.
34305 Solon Rd #100
Cleveland, OH 44139

RE: *In the Matter of Chester Township Park District*
Case No. 84 PC 000139, Geauga County Probate Court

Dear Mr. Raskin:

I am in receipt of certain documents and recordings responsive to my request, but to date the response has been incomplete, as detailed below:

1. I requested Minutes and/or drafts of Minutes of all Chester Township Board of Trustees' meetings, whether regular, special, or emergency, from May, 2016 to date.

*I did not receive Minutes or drafts of Minutes for the December 8, 2016 meeting.

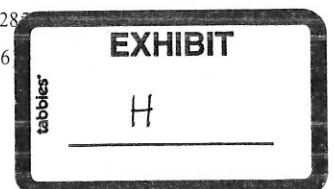
2. I requested a copy of the recordings of all Chester Township Board of Trustees' meetings, whether regular, special, or emergency from May, 2016 to date.

*I did not receive recordings of the meetings from May 4, 2016 through September 3, 2016.

3. I requested copies of any and all electronic communications, including but not limited to emails and text messages, sent or received via a township email address/number or sent or received via a private email address/number, by and between any Chester Township Trustee in which the Chester Township Park District, the Chester Township parklands, the agreement between the Chester Township Park District and Chester Township, or the proposed revised agreement between the Chester Township Park District and Chester Township was a subject.

PLEASE REPLY TO: CLEVELAND

100 7TH AVENUE, SUITE 150, CHARDON, OHIO 44024-1079 • PHONE: (440) 285-2242 • FAX: (440) 285-2242
1111 SUPERIOR AVENUE, SUITE 412, CLEVELAND, OHIO 44114 • PHONE: (216) 255-5431 • FAX: (216) 255-5431



I received a few of Trustee Radtke's emails spanning a period from April 18, 2016 through December 8, 2016. I received no copies of text messages from or to Trustee Radtke. Given the fact that my request for electronic communications was not date limited, I find it difficult to believe that there were so few communications. I also have not received any copies of electronic communications of the other two trustees.

Further, Mr. Richter's transmittal emails (copies of which are attached) advised, "Please note the electronic communications do not include electronic communications that have been designated as attorney client privilege." No privilege log was provided nor was any reasoning given as to the basis for asserting that these communications with the township's counsel are shielded by the attorney client privilege from the Master Commissioner to be reviewed in camera.

I do appreciate and understand from our telephone conversation it is the township's position that the documents that have been produced are being provided to me as a "response to a public records request" and not in response to my request as a part of my investigation as directed by the court inasmuch as the township continues to challenge the probate court's continuing jurisdiction.

Through this entire investigation process, I have endeavored to avoid issuing process and orders and summoning witnesses pursuant to R.C. 2101.07, and I would like to continue doing so, but I have been ordered by the court to investigate certain issues, and unless and until Judge Lohn or the court of appeals orders me to cease my investigation, I must request that all documents be produced.

Thank you for your courtesy and cooperation.

Very truly yours,



Mary Jane Trapp

MJT/hns
Attachments

Radtke, Ken

From: Radtke, Ken
Sent: Friday, August 19, 2016 9:22 AM
To: Joseph H.Weiss Jr.; AlbertHParker@aol.com; Chester Township Park District; Lance S Yandell CDT; rubiphil@roadrunner.com; claylawrence1935@gmail.com
Cc: Florentine, Mary Lou; Kinney, Ward L.; Petruziello, Michael J.; Richter, Craig; Matheney, Bridey
Subject: Park District Agreement

All,

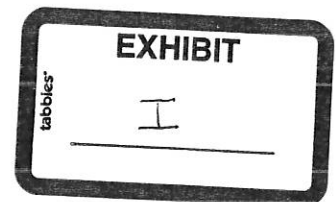
Last night the board of trustees voted to terminate the contract with the Chester Park District effective December 31, 2016. The majority of the board members based their decision because of the Probate Judge.

It is my personal and sincere hope that whatever structure is established (your input is welcome) that you would be willing to become a part of that organization and continue to volunteer and support the residents of Chester Township and continue the great work you have been doing.

I have no intention of micromanaging this next organization. I am hopeful for a better relationship without interference from others and am interested in developing further park opportunities for our residents and will work hard to provide you the funding necessary to accomplish the goals that hopefully you all will be a part of establishing.

Thank you.

Yours in service,
Ken Radtke, Jr.
Chester Township Trustee
440-488-7471



maryjanetrapp@msn.com

From: Richter, Craig
Sent: Wednesday, December 7, 2016 5:58 PM
To: Gary E. Wirtz
Cc: Radtke, Ken; Kinney, Ward L.; Petruziello, Michael J.; Florentine, Mary Lou; Heppert, Joan Marie
Subject: Insurance Chester Township Park District
Attachments: ChesterTownshipParkDistrict.pdf; Chester Township Park District-2016 ren proposal.pdf

Gary

Effective January 1, 2017 Chester Township will be managing the Chester Township Park. This property has always been owned by Chester Township and as such I thought it was part of the Township insurance policy.

Please review the attached and let us know if additional insurance is required.

Thank you

Craig

From: Joseph H. Weiss Jr. [mailto:joejrlaw@roadrunner.com]
Sent: Monday, December 05, 2016 3:31 PM
To: Richter, Craig; Radtke, Ken; Petruziello, Michael J.; Kinney, Ward L.; Florentine, Mary Lou
Subject: FW: Chester Township Park District

Attached please find the most recent information received by us from our insurance agent regarding the insurance.

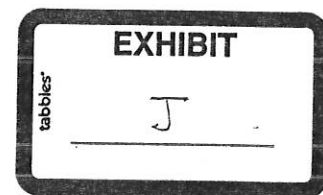
Joseph H. Weiss, Jr. Attorney at Law
8228 Mayfield Road, Suite 6B
Chesterland, Ohio 44026-2576
Office: 440-729-7278 Fax: 440-729-8132
joejrlaw@roadrunner.com

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From: Carol Nelson [mailto:cnelson@inspartners.com]
Sent: Monday, December 05, 2016 1:24 PM
To: joejrlaw@roadrunner.com
Cc: Gary E. Wirtz
Subject: RE: Chester Township Park District

Good afternoon, Mr. Weiss.

Copies of the Park District's declarations pages and renewal proposal are attached.
Thanks very much and please let us know if we can be of additional assistance.



Carol Nelson
Standard Service Associate, Commercial Lines
Insurance Partners Agency
Office: 800.229.5266 x141
Fax: 866.620.2007
Email: cnelson@inspartners.com
www.inspartners.com

Insurance Partners Agency helps clients achieve personal, professional, and financial goals.



Business & Personal Insurance | Employee Benefits | Life Insurance | Professional Liability

Please be advised that coverage cannot be bound or policy change effected by sending an email to our office. You must receive confirmation from a licensed insurance representative. The content of this email message and any attachments are confidential and may be legally privileged, intended solely for the addressee. If you are not the intended recipient, be advised that any use, dissemination, distribution, or copying of this e-mail is strictly prohibited. If you receive this message in error, please notify the sender immediately by reply email and destroy the message and its attachments. We suggest that all contracts and leases be reviewed by an attorney prior to signing. The contract requirements may not match the insurance policy. We will not negotiate any contract provision, as our role is as an insurance agency and not as a law firm. Insurance Partners Agency would be happy to review any contract as it pertains to the insurance provisions.

From: Gary E. Wirtz
Sent: Monday, December 05, 2016 1:11 PM
To: Joseph H.Weiss Jr.
Cc: Carol Nelson
Subject: Re: Chester Township Park District

Mr. Weiss

We will send you a copy of our PEP renewal proposal and renewal declaration page. We also have a 120 page renewal document which goes into terms, conditions and coverages we can provide if you need. All items previously mailed Park District shortly after risk management program was renewed earlier this year.

Thank You

Gary E. Wirtz, AAI
Account Executive
Insurance Partners Agency
Pease-Kerr Insurance Partners
Office: 800.229.5266 x171
Fax: 866.620.2007
Email: gwirtz@inspartners.com
www.inspartners.com

Insurance Partners Agency Helps Clients Achieve Personal, Professional and Financial Goals



Business & Personal Insurance | Employee Benefits | Life Insurance | Professional Liability

Please be advised that coverage cannot be bound or policy change effected by sending an email to our office. You must receive confirmation from a licensed insurance representative. The content of this email message and any attachments are confidential and may be legally privileged, intended solely for the addressee. If you are not the intended recipient, be advised that any use, dissemination,

distribution, or copying of this e-mail is strictly prohibited. If you receive this message in error, please notify the sender immediately by reply email and destroy the message and its attachments. We suggest that all contracts and leases be reviewed by an attorney prior to signing. The contract requirements may not match the insurance policy. Insurance Partners Agency would be happy to review any contract as it pertains to the insurance provisions. We will not, however, negotiate any contract provision as our role is as an insurance agency and not as a law firm.

On Dec 5, 2016, at 11:59 AM, Joseph H. Weiss Jr. <joejrlaw@roadrunner.com> wrote:

Dear Gary;

I am a Chester Township Park Commissioner for the Park located on the corner of Mayfield Road and Route 306.

Please forward to me at your earliest convenience by e-mail a copy of the most current insurance policy for the Park including the Declaration page.

Thanking you in advance for your cooperation in this matter.

Please do not hesitate to contact me should you have any questions or concerns.

Joe Weiss

Joseph H. Weiss, Jr. Attorney at Law
8228 Mayfield Road, Suite 6B
Chesterland, Ohio 44026-2576
Office: 440-729-7278 Fax: 440-729-8132
joejrlaw@roadrunner.com

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Public Entities Pool of Ohio
(A Local Government Risk Pool)

GOVERNMENTAL PROPERTY AGREEMENT

COVERAGE DECLARATIONS

This Agreement is issued under and pursuant to the terms, conditions, covenants, Property Addendum dated and stipulations of the Intergovernmental Contract dated between the Member stated herein and Public Entities Pool of Ohio, (hereinafter, the Pool). All terms and conditions of said contract are incorporated herein by reference. In the event that any provision of this Agreement is in conflict with or is inconsistent with the Intergovernmental Contract or any appendix or attachment thereto, the terms and conditions of such Intergovernmental Contract, appendix or attachment shall prevail and take precedence.

GIVE WRITTEN NOTICE OF ANY LOSS HEREUNDER TO

PUBLIC ENTITY RISK SERVICES OF OHIO (PERSO)
6500 Taylor Road
Blacklick, Ohio 43004

NAMED MEMBER: Chester Township Park District, Geauga County
MEMBER NUMBER: 249
MAILING ADDRESS: P.O. Box 188
Chesterland, OH 44026

AGREEMENT PERIOD: Commencing at 12:01 A.M., on the effective date indicated below until canceled or replaced.

EFFECTIVE DATE: 06/06/2016

FORMS ATTACHED:

GPA 0601 Section 1	Common Provisions	10/01/1999
GPA 0601 Section 2	Benefit Provision - Property	10/01/1999
GPA 0601 Section 4	Miscellaneous Property	10/01/1999
GPA 0601 Section 5	EDP Equipment Benefits	10/01/1999
GPA 0601 Section 6	Dishonesty	10/01/1999
GPA 0601 Section 7	Boiler & Equipment Breakdown	02/01/2006
GPA 0611	Exclusion of Certain Computer Related Losses Due to Dates or Time (Y2K)	10/01/1999
GPA 0629	Coverage Enhancements	01/01/2010
GPA 0630	Gutters and Downspouts Coverage	10/01/2010
GPA 0644	Boiler & Machinery Deductibles Endorsement - Revised	01/01/2006
GPA 0649	Boiler & Machinery Defense Endorsement - Revised	04/01/2006
GPA 0650	Terrorism Exclusion With Limited Fire Exception Clause	01/01/2002
GPA 0657	Exclusion of Nuclear Hazard, War, Military Action, Electronic Vandalism and Pathogenic or Poinsonous Biological or Chemical Materials	01/01/2003
GPA 0680	Electronic Data Coverage	01/01/2011

Countersigned:

By: J. T. Babish

GOVERNMENTAL PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

PEP

Chester Township Park District, Geauga County

Effective Date: 06/06/2016

SUBJECT TO THE TERMS AND CONDITIONS OF THE
GOVERNMENTAL PROPERTY AGREEMENT

Section 2 - Real & Personal Property		
Buildings*	\$116,986	\$500
Personal Property*	\$0	\$500
*See Statement of Values for per location deductibles		
Fine Arts		\$500
Accounts Receivable	\$250,000	
Arson Reward	\$5,000	
Building Materials and Supplies	\$10,000	\$500
Data Processing Equipment	\$100,000	\$500
Debris Removal	\$250,000	
Earnings	\$100,000	\$500
Errors and Omissions	\$500,000	\$500
Expediting Expenses	\$250,000	
Extra Expense	\$100,000	
Money & Securities	\$10,000	
Newly Acquired Buildings	\$2,000,000	\$500
Newly Constructed Buildings	\$2,000,000	\$500
Off Premises Power Failure	\$25,000	
Ordinance or Law	\$250,000	
Outdoor Property Agg	\$100,000	
Outdoor Property Per Trees/Shrubs/Plants	\$1,000	
Paved Athletic Surfaces	\$50,000	
Personal Property At Newly Acquired Or Leased Locations	\$1,000,000	\$500
Pollutant Cleanup	\$100,000	
Preservation of Property	\$250,000	
Rental Income	\$100,000	
Sewer Backup	\$25,000	
Temporary Storage Location	\$250,000	\$500
Transit	\$100,000	\$500
Valuable Papers and Records	\$250,000	\$500
Water Damage	\$25,000	
Section 4 - Miscellaneous Property		
MP Daily Rental Reimbursement	\$500	See Statement of Values
MP Expediting Expenses	\$250,000	See Statement of Values
MP Newly Acquired Miscellaneous Property	\$50,000	See Statement of Values
MP Rental Reimbursement Agg	\$25,000	See Statement of Values
Section 5 – Electronic Data Processing		
EDP Computer Virus	\$50,000	See Statement of Values
EDP Earnings	\$100,000	See Statement of Values
EDP Electronic Data	\$100,000	See Statement of Values
EDP Extra Expense	\$50,000	See Statement of Values
EDP Newly Acquired Locations	\$100,000	See Statement of Values
EDP Software in Storage	\$50,000	See Statement of Values

GOVERNMENTAL PROPERTY AGREEMENT – SCHEDULE OF BENEFITS

PEP

Chester Township Park District, Geauga County

Effective Date: 06/06/2016

Section 6 - Employee Dishonesty

Dishonesty	\$5,000	\$0
Securities	\$5,000	\$0

Section 7 - Equipment Breakdown

Total Limit per one Breakdown	\$116,986	See GPA 0644
Power Generating Equipment	Excluded	
BM Ammonia Contamination	\$100,000	
BM Data or Media	\$25,000	
BM Diagnostic Equipment	\$5,000	
BM Earnings	\$100,000	
BM Electrical Surge or Electrical Disturbance	\$100,000	
BM Error in Description	\$500,000	
BM Expediting Expense	\$250,000	
BM Extra Expense	\$100,000	
BM Hazardous Substance	\$100,000	
BM Newly Acquired Locations up to 120 Days	\$2,000,000	
BM Ordinance or Law	\$250,000	
BM Service Interruption	\$100,000	
BM Spoilage	\$25,000	
BM Water	\$100,000	

Public Entities Pool of Ohio
(A Local Government Risk Pool)

LEGAL DEFENSE AND CLAIM PAYMENT AGREEMENT

DECLARATIONS

This Agreement is issued under and pursuant to the terms, conditions, covenants and stipulations of the Intergovernmental Contract dated between the Member stated herein and Public Entities Pool of Ohio (hereinafter, the Pool). All terms and conditions of said contract are incorporated herein by reference. In the event that any provision of this Agreement is in conflict with or is inconsistent with the Intergovernmental Contract, the terms and conditions of such Intergovernmental Contract shall prevail and take precedence to the extent of such conflict or inconsistency

GIVE WRITTEN NOTICE OF ANY SITUATION
LIKELY TO RESULT IN A CLAIM HEREUNDER TO

PUBLIC ENTITY RISK SERVICES OF OHIO (PERSO)
6500 Taylor Road
Blacklick, Ohio 43004

NAMED MEMBER: Chester Township Park District, Geauga County
MEMBER NUMBER: 249
MAILING ADDRESS: P.O. Box 188
Chesterland, OH 44026

EFFECTIVE DATE: Commencing at 12:01 A.M. on the effective date indicated on the Schedule of Coverages until the end of the Agreement Period as defined in LDGP 0101 or until terminated in accordance with the Intergovernmental Contract.

FORMS ATTACHED:

LDCP 0101 PEP (01 16)	Legal Defense and Claim Payment Agreement	01/01/2016
LDCP 0205 (16)	Broad Legal Defense and Claim Payment Agreement	01/01/2016
LDCP 0225 (16)	Moral Obligation to Pay Coverage	01/01/2016
LDCP 0240 (16)	Pollution Liability Coverage - Chlorine	01/01/2016
LDCP 0260 (16)	Pollution Liability Coverage - Anti-skid Material and Storage and Application	01/01/2016
LDCP 0265 (16)	Pollution Liability Coverage - Sewer Backup	01/01/2016
LDCP 0275 (16)	Pollution Liability Coverage - Underground Gasoline, Diesel, and Fuel Oil Storage Tanks	01/01/2016
LDCP 0285 (16)	Hired and Non-Owned Automobile Liability Coverage	01/01/2016
LDCP 0298 (16)	Fungi or Bacteria Coverage Third Party Liability	01/01/2016

Countersigned:

By:



THIS LEGAL DEFENSE AND CLAIM PAYMENT AGREEMENT REPLACES ALL PREVIOUSLY ISSUED RISK SHARING CERTIFICATES FOR THIS COVERAGE AND IS NOT IN ADDITION THERETO

Legal Liability for General Liability Claims	06/06/2016	06/06/2016	\$2,000,000	\$0
Cyber Liability	06/06/2016	06/06/2016	\$2,000,000	\$0
Good Samaritan	06/06/2016	06/06/2016	\$2,000,000	\$0
Medical Expenses - Other than Automobile	06/06/2016	06/06/2016	\$5,000	\$0
Hired & Non Owned Automobile Liability	06/06/2016	06/06/2016	\$2,000,000	\$0
Stop Gap Liability	06/06/2016	06/06/2016	\$2,000,000	\$0
Public Officials Wrongful Acts	06/06/2016	06/06/2016	\$2,000,000	\$500
Employment Practices Wrongful Acts	06/06/2016	06/06/2016	\$2,000,000	\$500
Employee Benefit Liability	06/06/2016	06/06/2016	\$1,000,000	\$1,000
Employment Expense	06/06/2016	06/06/2016	\$2,000,000	\$0
Non-Monetary Relief Defense Expense	06/06/2016	06/06/2016	\$50,000	\$0
Appeal Bonds	Not Applicable	Not Applicable	Unlimited	\$0
Bail Bonds	Not Applicable	Not Applicable	Unlimited	\$0
Bonds to Release Property	Not Applicable	Not Applicable	Unlimited	\$0
Claim and Defense Expenses	Not Applicable	Not Applicable	Unlimited	\$0
Member Expenses	06/06/2016	06/06/2016	\$10,000	\$0
Post Judgement Interest	Not Applicable	Not Applicable	Unlimited	\$0
Prejudgement Interest	Not Applicable	Not Applicable	Unlimited	\$0
Broad Legal Defense Fund Coverage	06/06/2016	06/06/2016	\$5,000/\$5,000	\$0
Moral Obligation to Pay Coverage	06/06/2016	06/06/2016	\$2,500	\$0
Pollution Liability Coverage - Chlorine	06/06/2016	06/06/2016	\$2,000,000	\$0
Pollution Liability Coverage - Anti-Skid Material Storage and Application	06/06/2016	06/06/2016	\$2,000,000	\$0
Pollution Liability Coverage - Sewer Backup - Third Party Liability	06/06/2016	06/06/2016	\$1,000,000 /\$1,000,000	\$0
Pollution Liability Coverage - Underground Gasoline, Diesel and Fuel Oil Storage Tanks	06/06/2016	06/06/2016	\$55,000	\$0
Pollution Liability Coverage - Underground Gasoline, Diesel and Fuel Oil Storage Tanks	06/06/2016	06/06/2016	\$55,000	\$0
Fungi or Bacteria Benefit	06/06/2016	06/06/2016	25000/50000	\$0