

VIENNA TOWNSHIP BOARD MEETING

MONDAY, APRIL 6, 2015

CYNTHIA J. BRYAN, CLERK

Roll Call: Present: Taylor, Bryan, Cain, Fuller, Lemieux, Belill, Thomas
Absent: None

Previous Minutes: March 16, 2015. Moved by Bryan, seconded by Belill to approve the minutes of March 16, 2015 with any changes and corrections. All in favor

Bills: Bills in the amount of \$ 8,425.54 were presented. Moved by Cain, seconded by Thomas to approve the bills in the amount of \$ 8,425.54.
ROLL CALL: Yeas – Bryan, Cain, Lemieux, Thomas, Belill, Taylor
Nays – None Motion carried

Additions/Changes: Supervisor Resignation

Taylor read a letter addressed to the Board informing them of his resignation and asked that they accept his resignation by motion. Moved by Belill, seconded by Fuller to accept the Supervisors resignation and subsequent agreement effective immediately.

ROLL CALL: Yeas – Fuller, Lemieux, Bryan, Taylor, Cain, Belill, Thomas
Nays – None Motion carried

Taylor asked that the meeting be turned over to Bryan and he be dismissed from the meeting and left the meeting.

Moved by Bryan, seconded by Belill to cancel the Special Meeting scheduled for Friday, April 10, 2015 at 8:30AM.

ROLL CALL: Yeas – Lemieux, Thomas, Belill, Bryan, Cain, Fuller
Nays – None Motion carried

Moved by Bryan, seconded by Cain to accept letters of interest and resumes for the position of Supervisor until April 20, 2015 at 3:00 PM. All in favor

Moved by Bryan, seconded by Cain to appoint the Clerk, Treasurer and Trustee Belill to the interview committee that will bring back a recommendation to the Board at the Township Board meeting on May 4, 2015. All in favor

until such time the Board appoints a Supervisor. In addition, once the Supervisor has assumed the office, the Supervisor and the committee would be required to work with the full Board, and the assessor and/or his legal counsel to complete the contract amendments within 45 days of taking office. All existing verbal and implied contract amendments relating to the work schedule of 35 hours per week Tuesday through Thursday including Fridays, if necessary, made between the previous Treasurer Paul Luttenbacher and outgoing Supervisor Randy Taylor and witnessed by employee Canterbury during the employment interview discussions will remain in effect until the Board approves the amended contract language. Any contract amendments made in the existing contract will be in effect until December 31, 2015. Belill stated that the way the contract was written, he is in violation of the contract which means that the contract no longer exists. Lemieux questioned what she meant. Belill stated that the contract states that he works Monday through Friday, so right off the bat the contract was not valid. Lemieux stated that he was hired Tuesday through Thursday. Belill stated that it was not how the contract was worded. Bryan stated more importantly the contract was violated when Beach took on additional employment without prior approval of the Board. Bryan stated that she felt this violation coupled with the discrepancy in work days makes the contract void and that she believed that because the Board would ultimately approve the contract a committee should sit down with Beach and hammer out what the requirements of the contract are. Bryan stated that this could be accomplished through a workshop with the Board or through a committee. Lemieux questioned where the Supervisor would fit into the discussion if a person wouldn't be appointed for 45 days. Bryan stated that it could be tabled until the Supervisor is appointed and the committee could include the new supervisor and two other Board members. Lemieux stated that the discussions need to be started from square one because it has spun out of control within the halls of the building and that the Supervisor needed to be involved because MCL 4211A states that the Assessor reports to the Supervisor. Bryan stated that she spoke with legal counsel from MTA regarding the wording of the MCL and that she would like this to be tabled until the Supervisor is in place and a committee could hammer out the contract. Lemieux stated that was his expectation as well, but in the meantime section 4.1 should be stuck to and Beach would waive holiday pay when it falls on a Monday. Cain stated that he has seen no wording in the contract on file that indicates three days. Lemieux stated that the contract he was handed did and questioned why there was a discrepancy. Bryan stated that the one Lemieux had was handwritten and was not a part of the contract. Cain stated that the legal contract that is in the file in the office does not include any written amendments. Bryan questioned why the issue couldn't be tabled and the schedule be continued until the Supervisor was in place since the Assessor was currently on medical leave and likely wouldn't return until about that time. Lemieux stated that was his intent with his motion

and that the existing language of Tuesday through Thursday would be used until then. Cain questioned why Lemieux continued to reference language that isn't in the contract on file at the Township. Lemieux stated that he has explained it to everyone on the Board a dozen times, Cain stated that he hadn't explained it to him. Lemieux explained that when the contract was run through the copier for some reason it did not include section 4, so Beach provided a page that originated from Doerr's office with the same language and that somehow was presented to the Board. Bryan reiterated that the signed document on file does not include any amendments. Lemieux stated that it was unacceptable that Bryan reprimanded Beach for not working on Monday. Bryan stated that she has not done so and if he chooses to not work Mondays while the contract is being worked on he could do so by taking vacation. Lemieux stated that members of the Board are trying to destroy the man's career. Cain stated that he took offense to that statement and Bryan stated that they were only trying to ensure the Township was getting their money's worth. Cain asked whether the contract stated that Beach would be required to get approval of the Board before taking on additional employment. Lemieux stated that Bryan knew of his taking on employment and dropped the bombshell at the meeting embarrassing the entire Board. Cain stated that regardless of how it was known, Beach did violate the contract and Lemieux asked to not debate that issue during the meeting. Bryan stated that she takes offense to Lemieux's accusation and that she has taken on a number of additional duties and had no time to make the Board aware prior to the meeting. Bryan stated that if Lemieux was going to be angry at anyone he should be angry at the Assessor who failed to make him aware of his change in employment status in the multiple meetings Lemieux has had with Beach or during their almost daily lunch outings. Bryan stated that she is here for the good of the Township. Lemieux stated that he was not out to destroy a man's career and the motion would table it until we have a Supervisor who can participate in the selection process. Cain stated that the motion also says to keep the agreement to three days through the end of the year and asked why he would want to put a date on it that doesn't expire through the end of the year. Lemieux stated that he just wanted things to remain status quo until a new contract could be written and asked Beach if the original contract stated Tuesday through Thursday and Beach stated that it was written in it. Bryan stated that she would need the original contract for her files and Beach stated he did not have the original. Lemieux stated the problem was that some Board members had the original contract and some do not. Bryan stated that the original was given to every Board member in their packet. Beach stated that Bryan was not here when he was hired and doesn't have a concept of what was agreed to. Bryan stated that there is a clause that states the working hours can change according to the needs of the Township and when she made him aware of the changes she told him that the Township was in need of an Assessor Monday through Thursday.

Beach suggested maybe the Township should be open Monday through Friday to serve the public. Bryan stated that he would be working those same five days and questioned where he would find the time to service the three other municipalities. Bryan asked for the motion to be read back the Board. Falardeau read the motion from a paper provided by Lemieux.

ROLL CALL: Yeas – Fuller, Lemieux
 Nays – Belill, Thomas, Bryan, Cain Motion denied

Moved by Bryan, seconded by Belill to set up a committee once the new Supervisor is appointed with the Supervisor and two other Board members to sit down with the assessor and hammer out a contract at that time. Lemieux questioned who would be on the committee and Bryan stated that it would be decided at that time. Fuller asked whether the existing contract would be null and void and Bryan stated that she believed it should be. Lemieux stated that he believed adjustments were made to the contract as is allowed through the MCL and they were never written into the contract. Bryan stated that the contract is between the Assessor and Vienna Township and any changes would have needed to be approved by the Board. Lemieux stated that it is water under the bridge and he would not stand by and let special agendas destroy that man's career. Lemieux stated that if it happens the Township would pay hell finding another assessor to work for them and that the Board should think about the ramifications. Lemieux asked for the motion to be repeated. Falardeau read the motion to the Board.

ROLL CALL: Yeas – Lemieux, Thomas, Belill, Bryan, Cain, Fuller
 Nays – None Motion carried

New Business:

1. Genesee County Road Commission, Melinda Drive/Marcy Court Catch Basin Repair. Bryan stated that this repair was similar to the one approved on Meadowbrook Lane. Bryan stated that 50/50 funds would be used to help fund the repairs. Moved by Cain, seconded by Bryan to approve the repairs of the Melinda Drive/Marcy Court catch basin with the Genesee County Road Commission in an amount not to exceed \$2,800.00.

ROLL CALL: Yeas – Thomas, Belill, Bryan, Cain, Fuller, Lemieux
 Nays – None Motion carried

2. Genesee County Road Commission, 10486 Melinda Drive Catch Basin Repair. Moved by Cain, seconded by Thomas to approve the repairs at 10486 Melinda Drive with the Genesee County Road Commission in an amount not to exceed \$1,400.00.

ROLL CALL: Yeas – Belill, Bryan, Cain, Fuller, Lemieux, Thomas
 Nays – None Motion carried

David Cain
Treasurer

Cynthia J. Bryan
Clerk