



Board of Trustees Meeting

Tuesday, January 21, 2020 at 4:00 p.m.

Please silence cell phones and electronics

CALL TO ORDER

PLEDGE OF ALLEGIANCE

WELCOME

The purpose of this meeting is to conduct the business of Bath Township.
At the end of the meeting there will be time for citizen comment.

APPROVAL OF AGENDA

FISCAL OFFICER Sharon A. Troike

1. Motion to approve requisitions and regular purchase orders 2020-00009 through 2020-00270 and payments totaling \$210,253.71. **Roll Call.**
2. The financial statements through December 2019 have been reviewed and are available for view.
3. Correspondence, Board, Commission, and Committee log are available for public view.
4. Resolution 2020-01 Organizational Resolution and Personnel Policy Manual

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Motion to approve the AT&T Multi-Service Agreement Lease for a period of 36 months for hosted E9-1-1 Services. The pricing schedule for the AT&T Hosted Call Handling is \$2,551 per month, which includes a fiber VPN connection. This lease agreement is part of the ongoing Bath Communications Center compliance improvements and partnership with the City of Hudson's Dispatch Center for coordination of 9-1-1 calls.

Fire Chief Robert Campbell

Report / Recommendations

1. Resolution 2020- 02 to Apply for the Ohio EMS Priority One Reimbursement Grant.

Service Director Caine Collins

Report / Recommendations

1. Motion to enter into a 3-year maintenance agreement for the Service Garage Unit with Generator Systems.

Park Director/Assistant Service Director Alan Garner

Report / Recommendations

1. Motion to contract with The Davey Tree Expert Company for the fertilization of the athletic fields at Bath Baseball Park, Bath Community Park, and Bath Hill Park in the amount of \$5,887.00, per year. This is a 3-year agreement and includes 6 applications per year at each park.
2. Resolution 2020-03 to Apply to the Summit County Community Trails Grant.

Planning Director / Zoning Inspector William Funk
Report / Recommendations

Administrator Vito F. Sinopoli
Report / Recommendations

1. Motion to approve a purchase agreement with Bierne Konarski, Executor of the estate of Mitch Konarski, for the purchase of 1188 N. Cleveland Massillon Rd. and to deposit \$5,000 earnest money with Kingdom Title regarding this transaction. The property includes 1.48 acres of waterfront property and a 1456 sq. ft. residence adjacent to the township parking lot at 1166 N. CMR. Purchase price is \$145,000. The additional property will be beneficial to the township for possible future expansion. No plans have been confirmed as to how the property will be utilized.

TRUSTEES Elaina Goodrich, James Nelson, and Becky Corbett

FUTURE TRUSTEE MEETINGS AND EVENTS

Tuesday, January 21, 2020	Water and Sewer District Board, TCR	6:00 PM
Tuesday, January 21, 2020	Board of Zoning Appeals, TMR	7:00 PM
Monday, January 27, 2020	Board of Trustees Work Session, TCR	9:30 AM
Monday, February 3, 2020	Board of Trustees Work Session, TCR	9:30 AM
Monday, February 3, 2020	Appearance Review Commission, TMR	5:00 PM
Monday, February 10, 2020	Board of Trustees Work Session, TCR	9:30 AM
Monday, February 10, 2020	Board of Trustees Regular Meeting, TMR	7:00 PM

TCR-Trustees Conference Room (Administrative Offices)

TMR-Trustees Meeting Room, lower level, Bath Center

HBTH-Historic Bath Town Hall

COMMUNITY EVENTS

Sunday, February 9, 2020 Chillin' on the Hill, BPN 1:00 PM

BPN-Bath Nature Preserve

CITIZENS' COMMENTS

Citizens must be recognized by the President of the Board of Trustees prior to speaking.

Citizens will identify themselves by name and address.

Citizens' comments will be limited to 5 minutes each.

Citizens' comments must be addressed to the Board.

A citizen is called out of order twice. He or she will then be asked to leave.

COMMITTEE REPORT

ITEMS OF INTEREST

THANK YOU FOR ATTENDING / ADJOURNMENT (time)

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

Dates:

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
1-13-20	Chuck Keiper	NOPEC Energized Community (NEC) grant	Township Administrator

BOARD, COMMISSION, AND COMMITTEE LOG

RECEIVED FROM
Summit County Engineer's Office – SWAC Quarterly Meeting Minutes 11/7/19

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 6th DAY OF JANUARY 2020, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 P.M. IN THE BATH TOWNSHIP MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ introduced the following resolution and moved its adoption:

**BATH TOWNSHIP RESOLUTION 2020-01
TO ADOPT THE ORGANIZATIONAL RESOLUTION, THE PERSONNEL POLICY
MANUAL, AND THE JOB DESCRIPTIONS MANUAL**

WHEREAS the Township operates with regard to several master documents; and,

WHEREAS the Township Administrator has proposed the attached 2020-01 Resolution for adoption along with the Bath Township Personnel Policy Manual and Job Descriptions Manual; and,

WHEREAS the Department Heads of the Township have reviewed the documents and found them to be in order.

NOW THEREFORE BE IT RESOLVED, that the Organizational Resolution 2020-01, the Bath Township Personnel Policy Manual and Job Descriptions Manual are hereby adopted effective January 1, 2020 and attached to and made a part of these Minutes.

M _____ seconded the Resolution for discussion.

The Fiscal Officer called the Roll:

Mrs. Corbett,
Mrs. Goodrich,
Mr. Nelson,

Resolution adopted

Sharon A. Troike, Fiscal Officer

James Nelson, President
Bath Township Board of Trustees

Elaina E. Goodrich,
Bath Township Board of Trustees

January 6, 2020
Date

Becky Corbett
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated January 6, 2020.

Chief of Police Report
January 21, 2020

Recommendations

Motion to approve the AT&T Multi-Service Agreement Lease for a period of 36 months for hosted E9-1-1 Services. The pricing schedule for the AT&T Hosted Call Handling is \$2,551 per month, which includes a fiber VPN connection. This lease agreement is part of the ongoing Bath Communications Center compliance improvements and partnership with the City of Hudson's Dispatch Center for coordination of 9-1-1 calls.



AT&T HOSTED E9-1-1 SERVICES Pricing Schedule

Pricing Schedule to AT&T Agreement Reference No. *

* This document may be used as a Pricing Schedule only if attached to an Agreement referred to internally at AT&T as a UA MSA, UA MA , UA SSTC or SBC Master

Customer ("Customer")	AT&T ("AT&T")
Bath Township 3864 W. Bath Rd. Bath OH 44333 USA	For purposes of this Pricing Schedule/Confirmation of Service Order, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Vito F. Sinopoli Title: Police Chief Telephone: 330-666-4007 E-mail: Vsinopoli@bathtownship.org <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: Kim Rankin Title: Public Safety Specialist Telephone: 859-699-0107 Email: PR6251@att.com Street Address: 534 Armory Place City: Lexington State: KY Zip Code: 40202 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is an Attachment to the Master Agreement between AT&T and the Customer referenced above.

This Pricing Schedule consists of this Pricing Schedule and any Attachments hereto (e.g., Statement of Work ("SOW"); Scope of Work ("SCOW"); Inventory Schedule and Payment Terms; Bill of Material; Project Implementation Guide; Implementation Timeline; or Certificate of Acceptance) that currently, or may in the future, reference this Pricing Schedule. In the event of a conflict between this Pricing Schedule and any Attachments hereto, this Pricing Schedule shall take precedence.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



AT&T HOSTED E9-1-1 SERVICES Pricing Schedule

SERVICE: An enhanced 9-1-1 (“E 9-1-1”) Service provisioned by AT&T that utilizes AT&T Premises to house certain E 9-1-1 Call Handling Equipment for purposes of receiving and transporting E 9-1-1 calls from within a predetermined service area to authorized Public Safety Answering Points (PSAPs) identified by Customer. As part of the Service, AT&T will install Customer End User Equipment identified in the Statement of Work or Bill of Material at Customer PSAP Sites; will train Customer’s employees on the use of the Customer End User Equipment; and will test the Customer End User Equipment and verify that it is operating as designed. AT&T will also provision the necessary network elements (set forth in separate agreement or pricing schedule) required to deliver E 9-1-1 calls to the Customer PSAP Sites. AT&T will be responsible for the maintenance of the Equipment necessary to provision the Service, as more fully described in the Statement of Work.

SERVICE PROVIDER: SBC Global Services, Inc, d/b/a AT&T Global Services

TERM: The initial term for service shall be thirty-six (36) months. The initial term shall be automatically renewed for two successive terms of one (1) year each at the existing rate. Either party may elect not to renew service by giving the other party written notice at least sixty (60) days prior to the end of the then-current term. Any renewals beyond the two successive terms will be priced at AT&T’s then current rates.

SERVICE COMPONENTS AND PRICING: The following prices shall apply to the various Service Components offered as part of the Service. Any Service Components that are offered under AT&T’s Ohio Tariff or Guidebook are offered under the terms and conditions set forth therein unless modified in this Pricing Schedule.

Service	Description – Service Components	Quantity New	Quantity Existing	Monthly Recurring Rate, each	Non-recurring Charge, each
	AT&T Hosted Call Handling (per position)	2	0	\$1,000.00	\$0.00
	Total:				

Other Network Components. Customer may order other Service Components from time to time on terms and conditions set forth in AT&T’s Ohio Tariff or Guidebook.

Equipment and Maintenance: The rates and charges for Equipment (consisting of Customer End User Equipment and Call Handling Equipment) and maintenance of the Equipment are as follows:

\$ _____ per PSAP seat (i.e., end user position), as identified in the SOW. *

\$ _____ per month for maintenance, as described in SOW.*

* included in above pricing

ADDITIONAL TERMS AND CONDITIONS

1. Definitions

"AT&T E 9-1-1 Hosted Service" means the Service as described above, provided on the terms and conditions set forth herein.

"AT&T Premises" means an AT&T owned or operated facility specified in an Order where E9-1-1 Call Handling Equipment will be installed and certain elements of the Service are performed.

"Call Handling Equipment" means the equipment and Licensed Software that AT&T will acquire and install at AT&T Premise(s) for purpose of providing the Services to be provisioned under this Pricing Schedule.

"Customer Premises" means Customer's facility or location specified in an Order where the Equipment will be installed or Services performed. Customer Premises will be deemed Site(s) for purposes of the Agreement

"Cutover" means (i) for a Service, when the Service is first provisioned or made available to Customer's use at any Site; and/or (ii) for Equipment, when it is delivered to a carrier for shipment, or if AT&T provides installation as part of the Services, then upon AT&T's installation of the Equipment and acceptance by Customer.

"Customer End User Equipment" means the equipment and Licensed Software that AT&T licenses or leases, as applicable, to Customer or for which AT&T provides Services as provided hereunder that is installed at a Site. Ownership of, and title to, Customer End User Equipment shall at all times remain with AT&T. Upon termination of this Pricing Schedule, AT&T shall have the right to re-possess the Customer End User Equipment at a mutually agreeable date and time.

"Equipment" unless otherwise defined, means Customer End User Equipment and Call Handling Equipment.

"Order" means any purchase order issued by Customer for Equipment or Services that references this Pricing Schedule, is signed by Customer's authorized representative, and is accepted by AT&T. Orders will be deemed Attachments to this Pricing Schedule once accepted by AT&T.

"PSAP" means a Public Safety Answering Point. The location of a PSAP will be deemed a Site for purposes of the Agreement.

"Statement of Work" or **"SOW"** means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Pricing Schedule. On occasion, SOWs may be entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

"Bill of Materials" or **"BOM"** means comprehensive list of equipment to include part number and quantity.

2. Scope

AT&T will procure the Equipment and provision the Service as specified in this Pricing Schedule and any attachments hereto.

3. Customer End User Equipment; Delivery and Installation by AT&T

AT&T will deliver the Customer End User Equipment FOB origin, prepaid and add. Title to the Customer End User Equipment and all risk of loss to the Customer End User Equipment shall pass to Customer at the time of delivery to the carrier for shipment. Origin is defined as the manufacturer's site when the Customer End User Equipment is shipped directly to Customer Site and as AT&T's staging facility when AT&T performs staging on the Customer End User Equipment before delivery to Customer. Customer acknowledges and agrees that AT&T's ability to provide Customer End User Equipment during the term of this Pricing Schedule is contingent upon the supply and delivery schedules of the Customer End User Equipment manufacturer(s). AT&T shall have no liability for delays in any delivery schedule. Customer End User Equipment is described in the SOW attached hereto.

4. AT&T Call Handling Equipment

AT&T shall have no liability for delays in any delivery schedule pertaining to AT&T Call Handling Equipment. AT&T is solely responsible for the installation of AT&T Call Handling Equipment on AT&T Premises.

5. Customer Responsibilities for Installation Services at Customer Premise(s)

AT&T's obligations under this Pricing Schedule and the timely fulfillment thereof, are contingent upon timely receipt from Customer of all reasonably necessary assistance and cooperation in all matters relating to this Pricing Schedule, including reasonable access to relevant personnel, records, information and facilities. Customer shall provide AT&T, in a timely fashion, with all information reasonably required for the performance of the Services by AT&T. Customer represents that all information presently known to be necessary to AT&T's understanding of the Services to be performed have been disclosed or provided to AT&T and Customer will keep AT&T timely informed of any new information which may be necessary to AT&T's understanding of the Services to be performed. Customer shall provide AT&T with reasonable access to the premises necessary for the performance of the Services required under this Pricing Schedule as more fully described in Section 3.1 of the Master Agreement. In the event of Customer's failure to perform its responsibilities hereunder, AT&T may, at AT&T's option, assume or fulfill any and/or all of Customer's responsibilities, directly or through contract with third parties. In such instance, it shall be considered an increase in the scope of the Services. AT&T may charge Customer any and all charges incurred by AT&T due to Customer's failure to timely fulfill its obligations under this Section.

Notwithstanding any other part of this Pricing Schedule: (a) AT&T shall have the right to suspend performance or to pursue any other remedies provided for under the Agreement where Customer delays or fails to comply with this provision; and (b) where any of the measures described

above are unreasonably expensive, Customer may request that AT&T suspend its performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that AT&T may terminate this Pricing Schedule or an Order where any such suspension lasts longer than thirty (30) days.

6. Invoicing and Payment Terms

Invoices for all Customer End User Equipment and AT&T Call Handling Equipment will be issued upon Customer's Acceptance of the Services and Customer End User Equipment, as defined in Section 7 hereof, on a PSAP-by-PSAP basis. Invoices for maintenance Services will be issued pursuant to the terms of the Master Agreement.

7. Initial Acceptance of Services and Customer End User Equipment

On a PSAP-by-PSAP basis, Customer shall have a designated staff member on-site at the initial completion of Services and installation of the Customer End User Equipment to sign the acceptance document, acknowledging the Services were performed in accordance with the SOW and are complete as to each PSAP. If any installation Services are incomplete or nonconforming at the time of initial installation, Customer must provide written notice to AT&T identifying such installation Services within ten (10) business days of notice by AT&T of completion of said Services at a PSAP, or else Customer waives remedy. Upon written notification, AT&T will then have thirty (30) business days to re-perform or complete the nonconforming installation Services. If AT&T is unable to, or fails to, correct such nonconformance in all material respects, AT&T may, as AT&T's sole liability and Customer's sole remedy, refund to Customer all amounts paid by Customer for the nonconforming portion of the installation Services.

8. Licensed Software

Software is provided subject to the particular licensor's standard software license that accompanies Customer End User Equipment. The standard software license is a separate agreement between Customer and the licensor. Customer's assent to the terms and conditions of this Pricing Schedule binds Customer to the terms and conditions of the licensor's standard software license, as if the terms and conditions of the licensor's standard software agreement were fully set forth in this Pricing Schedule, and Customer shall comply with the terms and conditions of the licensor's standard license and associated documentation.

9. Limited Warranty, Limitation of Liability and Limitation of Remedy.

In addition to any similar protections set forth under the Master Agreement, the following provisions apply to Services and Equipment offered under this Pricing Schedule:

9.1 WARRANTIES.

(a) **Equipment.** The Equipment will be provided to Customer on an "As Is" basis. (i) AT&T DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE. (ii) AT&T WILL NOT HAVE ANY OBLIGATION OR BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY, OR NONCONFORMITY IN ANY EQUIPMENT OR ANY OF THE SERVICES. AT&T DOES NOT WARRANT THAT THE OPERATION OF EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE. AT&T HAS NO WARRANTY OBLIGATION FOR EQUIPMENT THAT CUSTOMER ACQUIRES THROUGH AT&T AND EQUIPMENT THAT IS NOT MANUFACTURED BY AT&T AND THAT DOES NOT BEAR AN AT&T LOGO OR COPYRIGHT NOTICE. Customer, not AT&T, is responsible for selecting Equipment to achieve its intended results and for promptly verifying that the Equipment performs as specified by the manufacturer or licensor.

(b) **Manufacturer's Warranty:** Notwithstanding the disclaimer set forth in the subsection (a) of this section, AT&T shall pass through to Customer any hardware warranties available from Equipment manufacturers and subsection (a) does not negate any software warranty that Customer may obtain directly from the licensor under the particular licensor's standard software license.

9.2 WORKMANSHIP WARRANTY(a) The provision of Services and any deliverables under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in any Attachments, including, but not limited to, any SOWs. No other warranties are provided by AT&T under this Pricing Schedule.

(b) **Further Disclaimer As To Information Provided by Customer.** The Services, as described herein and any Attachments, are based upon, among other things, information provided by CUSTOMER. IN THIS REGARD, AT&T MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED TO AT&T BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NONE OF THE INFORMATION FURNISHED BY CUSTOMER IN CONNECTION WITH AT&T SERVICES AND/OR DELIVERABLES HAS BEEN INDEPENDENTLY VERIFIED BY AT&T AND (II) AT&T EXPRESSLY DISCLAIMS, AND WILL NOT BE SUBJECT TO, ANY LIABILITY WHICH MAY BE BASED ON SUCH INFORMATION, OR ANY ERRORS OR OMISSIONS IN SUCH INFORMATION, WHETHER OR NOT AT&T KNEW OR SHOULD HAVE KNOWN OF ANY SUCH ERRORS OR OMISSIONS, OR WAS RESPONSIBLE FOR OR PARTICIPATED IN THEIR INCLUSION IN OR OMISSION FROM THE SERVICES AND/OR DELIVERABLES. If AT&T does become aware of any errors or omissions in information are made or provided by Customer, AT&T will

promptly notify Customer, in writing, of such errors and omissions.

10. Storage of Equipment

AT&T and/or its designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of the Services on a Site or in such other secure location(s) as Customer may designate, at no charge. Customer will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to Customer's Site when AT&T personnel are not available to accept delivery and place or direct the placement of such items on the Site or other secure location(s). In the event Customer accepts delivery of any items under this Pricing Schedule, Customer will promptly notify AT&T of the delivery and location of the items delivered.

11. Amendments; Termination

Customer will be charged for any additions, deletions or changes ("Change") in the Equipment and/or Services. If Customer desires a Change, Customer will notify AT&T by written request, and AT&T will provide Customer a revised Bill of Materials and/or Statement of Work reflecting the Equipment, Service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of Customer's invoice. After the Effective Date of this Pricing Schedule, any changes to an Order or SOW requested by Customer will be processed as a "Change Order". If AT&T does not receive the executed change documents within 30 (thirty) days, no changes will be made to the original document. This Pricing Schedule may be amended or modified only by written instrument signed by an authorized representative of each party.

If Customer changes the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of AT&T, AT&T reserves the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event Customer terminates an Order or Change Order: (i) prior to the date of delivery of any Equipment, Customer shall pay as a cancellation fee, and not as a penalty, an amount equal to twenty percent (20%) of the total purchase price of the Equipment cancelled (and once Equipment is delivered to Customer, the relevant Order(s) may not be cancelled); and (ii) Customer shall be liable for an amount equal to fifty percent (50%) of the fees for Services for the remaining term of this Pricing Schedule (or any applicable Order) plus any non-recoverable costs including, but not limited to, amounts incurred by AT&T in connection with the provisioning of cancelled Equipment

and Services. Upon termination, Customer agrees to pay all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by AT&T in connection with the performance of the Order. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by AT&T under that Order or Change. Upon termination, Customer agrees to pay AT&T all amounts due for Equipment and Services provided by AT&T up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by AT&T. Such payment will constitute a full and complete discharge of Customer's payment obligations. Termination will also constitute a full and complete discharge of AT&T's obligations. Any Order in progress or requested prior to the termination of this Pricing Schedule will be completed and Customer agree to pay AT&T for the Services performed and/or any Equipment delivered or installed under the Order.

Customer will only be liable for the charges incurred in connection with termination as described in this Section 11. Customer shall not be responsible for any other termination charges specified in the Master Agreement.

12. Termination of Purchase Order; Suspension of Service

Except as otherwise expressly provided in this Pricing Schedule, Order(s) may not be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

13. General Provisions

AT&T is entitled to increased compensation and/or time for completion where AT&T encounters concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by Customer, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Pricing Schedule t, where such conditions would materially interfere with, delay or increase cost of performance under this Pricing Schedule.

All intellectual property in all Services and Equipment shall be the sole and exclusive property of AT&T or its suppliers.



AT&T MULTI-SERVICE AGREEMENT

Customer Bath Township Street Address: 3864 W. Bath Rd. City: Bath State/Province: OH Zip Code: 44333 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: Vito Sinopli Title: Chief of Police Street Address: 3864 W. Bath Rd. City: Bath State/Province: OH Zip Code: 44333 Country: USA Telephone: 330-666-4007 Fax: Email: Vsinopoli@bathtownship.org	AT&T Contact (for notices) Street Address: 534 Armory Place City: Lexington State/Province: KY Zip Code: 40202 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
This Multi-Service Agreement between the customer named above ("Customer") and AT&T Corp. ("AT&T") (each a "Party") is effective when signed by both Parties ("Effective Date").	

This AT&T Multi-Service Agreement consists of the attached provisions, and the AT&T Business Services Agreement, including definitions, located at <http://www.business.att.com/agreement> ("BSA") (collectively the attached provisions and BSA constitute the "MSA"). In order for Customer to purchase AT&T Services, the Parties must execute an applicable pricing schedule, referencing this MSA, reflecting the Services, the pricing and the pricing schedule term ("Pricing Schedule"). Collectively the MSA, Pricing Schedule and applicable Service Publications constitute the "Agreement" for those Services. A "Service Publication" includes Service Tariffs, Guidebooks, and Service Guides located at <http://serviceguidenew.att.com>, which reflect the product descriptions, rates, terms and conditions applicable to a particular Service. Services are further subject to the AT&T Acceptable Use Policy located at www.att.com/aup ("AUP"). Service Publications and the AUP may be amended by AT&T from time to time without notice to Customer. The order of priority of the documents that form the Agreement is: the applicable Pricing Schedule or order; the MSA; the AUP; and then Service Publications; provided, however, if applicable laws or regulations of a jurisdiction prohibits contractual modification of Tariff terms, the Tariff will prevail. In the event of a conflict within the MSA between the attached provisions and the BSA, the attached provisions take precedence. For purposes of this MSA the arbitration provisions of the BSA are replaced entirely with and superseded by the following:

ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE PARAGRAPH IS VOID.

AGREED: Customer

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

AGREED: AT&T

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

AT&T Multi-Service Agreement

Services: "Service" or "Services" means all products and services (including wireless, if applicable) AT&T provides Customer pursuant to this Agreement.

Execution by Affiliates: An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name. Such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with such separate, associated contract(s). An "Affiliate" of a party is any entity that controls, is controlled by or is under common control with such party.

License and Other Terms: Software, Purchased Equipment and Third-Party Services (a service provided directly to Customer by a third party under a separate agreement between Customer and the third party) may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

Pricing and Pricing Schedule Term; Terms Applicable After End of

Pricing Schedule Term: Prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule term, including applicable extensions, ("Pricing Schedule Term") and apply in lieu of corresponding prices in the applicable Service Publication. No promotions, credits, discounts or waivers set forth in a Service Publication apply. At the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) on a month-to-month basis at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

MARC: Minimum Annual Revenue Commitment ("MARC") is an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such period, Customer agrees to pay a shortfall charge equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges, as defined in the applicable Pricing Schedule, incurred during such period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

Termination and Termination Charges: Either party may terminate for material breach upon thirty (30) days' prior written notice to the other party. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause prior to Cutover, Customer (i) agrees to pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, agrees to reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third-party charges resulting from the termination. If a Service or Service Component is terminated by Customer for convenience or by AT&T for cause after Cutover, Customer agrees to pay applicable termination charges as follows: (i) 50% of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period (as

defined in applicable Pricing Schedule); (ii) if termination occurs before the end of an applicable Minimum Retention Period (as defined in applicable Pricing Schedule), any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third-party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in (i) and (ii) do not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication. In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer agrees to pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

Billing and Disputes: If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute. AT&T must issue a bill within six (6) months after charges are incurred (other than for automated or live operated assisted calls) or it waives the charges.

At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement.

Purchased Equipment: Except as specified in a Service Publication or Pricing Schedule, title to and risk of loss of equipment AT&T sells Customer ("Purchased Equipment") pass to Customer on delivery to the transport carrier for shipment to Customer's designated location. AT&T retains a purchase money security interest in all Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest. All Purchased Equipment is provided on an "AS IS" basis, except that AT&T passes through to Customer any warranties available from its suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

Privacy: Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer personal data to protect such information in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data to be unintelligible. Customer is responsible for obtaining consent from and giving notice to its users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer agrees to make accessible or provide Customer personal data to AT&T only if it has legal authority to do so.

Trademarks and Publicity: Neither party will display or use the other party's trade names, logos, trademarks, service marks or other indicia of origin, or issue public statements about this agreement or the Services, without the other party's prior written consent.

Governing Law: Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement is governed by the law of the State of New York, without regard to its conflict of law principles. The United Nations Convention on Contracts for International Sale of Goods will not apply.

January 21, 2020

To: Bath Township Trustees
Bath Administrator: Vito Sinopoli

Fire Department

Robert Campbell, Fire Chief

Reports:

Nothing to report at this time.

Recommendations:

1. Resolution 2020-02 to Apply for the Ohio EMS Priority One Reimbursement Grant.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 21st DAY OF JANUARY, 2020, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 PM. IN THE BATH TOWNSHIP MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO

M_____ presented the following Resolution and moved its adoption:

**RESOLUTION 2020-02
A RESOLUTION AUTHORIZING THE APPLICATION TO
THE STATE OF OHIO EMS PRIORITY ONE REIMBURSEMENT GRANT**

WHEREAS, The State of Ohio EMS Priority One Reimbursement Grant offers financial assistance for Ohio fire departments; and,

WHEREAS, The grant works to provide life-saving equipment and needed resources to first responders and public safety organizations as a reimbursement grant; and,

WHEREAS, The Bath Township Fire Department purchases, operate, and maintain fire and EMS equipment; and,

WHEREAS, the Bath Township Board of Trustees desire financial assistance to purchase medical equipment or provide training as approved through the reimbursement grant.

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

1. Approves the filing of an application to the State of Ohio EMS Priority One Reimbursement Grant.
2. That Chief Robert Campbell is hereby authorized and directed to execute and file an application and to provide all information and documentation required to become eligible for possible funding assistance.
3. That Bath Township has obligated the funds required to satisfactorily complete the proposed project and become eligible under the terms and conditions of the grant program to be reimbursed.

FURTHER, that the Fiscal Officer be directed to use Special Revenue Fund 645 and if the grant is awarded, to amend the 2020 Certificate of Estimated Resources and the Permanent Appropriations to reflect the new revenue and expenses.

Second by M_____ ; discussion and roll called:

Mrs. Corbett,
Mrs. Goodrich,
Mr. Nelson,

Resolution Adopted

Sharon A. Troike
Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice President
Bath Township Board of Trustees

Date: January 21, 2020

Elaina E. Goodrich
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated January 21, 2020.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 1-21-2020 MEETING

Buildings and Grounds:

Historic Town Hall: No new business to report.

Bath Center Building: No new business to report.

Ira Road Facilities: No new business to report.

Service Building: No new business to report.

Roads:

No new business to report.

Cemeteries:

No new business to report.

Recommendations by the Service Director:

Recommendation to enter into a 3-year maintenance agreement for the Service Garage Unit with Generator Systems.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner
AGENDA FOR THE TRUSTEE MEETING 1-21-2020

General Park Information:

No new business to report.

Bath Baseball Park:

No new business to report.

Bath Community Park:

No new business to report.

Bath Hill Park:

No new business to report.

Bath Nature Preserve:

No new business to report.

Recommendations:

1. Recommendation to contract with The Davey Tree Expert Company for the fertilization of the athletic fields at Bath Baseball Park, Bath Community Park, and Bath Hill Park in the amount of \$5,887.00, per year. This is a 3 year agreement and includes 6 applications per year at each park.
2. Resolution 2020-03 to apply to the Summit County Community Trails Grant.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 21st DAY OF JANUARY, 2020, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 PM. IN THE TRUSTEE MEETING ROOM AT 3864 W. BATH RD. AKRON, OHIO, SUMMIT COUNTY, STATE OF OHIO

M _____ presented the following Resolution and moved its adoption:

**RESOLUTION 2020-03
A RESOLUTION AUTHORIZING THE APPLICATION TO
THE SUMMIT COUNTY COMMUNITY GRANT**

WHEREAS, the County of Summit, authorized a grant from their Capital Improvements Fund to the Ohio and Erie Canal Corridor Coalition for seed money to the Summit County Trail and Greenway Plan, which was used to create a Community Grant Project; and

WHEREAS, the Board wishes to construct a solar system informational panel walk along the Bath Nature Preserve trails; and,

WHEREAS, the Bath Township Board of Trustees wish to take advantage of this reimbursable grant program;

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

1. Approves the filing of an application to the Summit County Community Grant Project.
2. That Park Director Alan Garner is hereby authorized and directed to execute and file an application and to provide all information and documentation required to become eligible for possible funding assistance.
3. That Bath Township has obligated the funds required to satisfactorily complete the proposed project and become eligible under the terms and conditions of the grant program to be reimbursed.

FURTHER, that the Fiscal Officer be directed to use Special Revenue Fund 651 and if the grant is awarded, to amend the 2020 Certificate of Estimated Resources and the Permanent Appropriations to reflect the new revenue and expenses.

Second by M _____; discussion and roll called:

Mrs. Goodrich,
Mr. Nelson,
Mrs. Corbett,

Resolution Adopted

Sharon A. Troike
Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice President
Bath Township Board of Trustees

Date: January 21, 2020

Elaina E. Goodrich
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated January 21, 2020.

Administrator's Report

January 21, 2020

Report:

After an unsuccessful competitive construction bid in 2019 for the turn lane project at the intersection of Ghent and Cleveland Massillon Rd., the county engineer recently rebid the project and awarded it to Tri-Mor Construction. The project will reconfigure the intersection to a "T" configuration and add turn lanes to northbound CMR and southbound Ghent. The improvements are being made to reduce traffic congestion at peak times near the intersection. Funding for the project will come from several sources, including \$200,000 from the Embassy Parkway Landowner's Assoc., \$100,000 from Bath Township and the balance of the roughly \$700,000 project from the County Engineer. In addition, Bath Township conveyed land area from property it previously owned at 1070 Ghent Rd. to facilitate the project.

As reported previously, a Summit County Common Pleas Court decision on 12/11/19 ruled the petition to create a conservancy district can move forward to the next step in the legal process. This would involve appointment of a conservancy court, which would include selection of a Medina County Common Pleas Court Judge. Once created, the conservancy court, pursuant to R.C. 6101.08, would hold a hearing within 60 days of creation of the conservancy court. Watershed residents who did not sign the original petition could oppose formation of a conservancy district. Legal counsel hired by the township will confirm the manner in which the conservancy court would recommend submission of objections to the petition to create a conservancy district. Bath Township, along with Akron, Fairlawn and Richfield Village have formally issued statements opposing the district. Bath Township argues its voluntary participation in the Summit County Engineer's Surface Water Management District adequately addresses stormwater in the Yellow Creek Watershed and creation of a conservancy district is redundant and unnecessary.

Recommendations:

1. Motion to approve a purchase agreement with Bierne Konarski, Executor of the estate of Mitch Konarski, for the purchase of 1188 N. Cleveland Massillon Rd. and to deposit \$5,000 earnest money with Kingdom Title regarding this transaction. The property includes 1.89 acres of waterfront property and a 1400 sq. ft. residence adjacent to the township parking lot at 1166 N. CMR. Purchase price is \$145,000. The additional property will be beneficial to the township for possible future expansion. No plans have been confirmed as to how the property will be utilized.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of the ___ day of January, 2020 ("Effective Date"), by and between Bierne Konarski, Executor of the Estate of Mitchell Konarski, deceased, having an address at _____ ("Seller"), and Bath Township, having an address of 3864 West Bath Road, Akron, Ohio 44333 ("Purchaser").

ARTICLE I AGREEMENT OF PURCHASE AND SALE

1.1. Agreement. For the consideration and upon the terms and conditions contained herein, Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller the following:

(a) That certain lot or tract of real property located at 1188 North Cleveland-Massillon Road, Bath Township, Summit, County, Ohio, identified as PPN 0402967 in the Summit County, Ohio Fiscal Officers real estate records and as more particularly described in **Exhibit A** attached hereto and made a part hereof, together with all the rights and appurtenances pertaining thereto, including, but not limited to, all right, title, and interest of Seller, if any, in and to any adjacent strips and gores between the property and any abutting properties, and any Property lying in or under the bed of any creek, stream, pond, lake, or waterway or any highway, avenue, road, easement, street, alley, or right-of-way, open or proposed, in, on, across, abutting, or adjacent to the property (collectively, the "Real Property"); and

(b) All buildings, structures, fixtures, building equipment, building systems, and other improvements of every kind and nature, if any, presently situated on, in, or under, or used in, on, or about the Real Property (collectively, the "Improvements") The Real Property and the Improvements are sometimes hereinafter collectively referred to as the "Property".

ARTICLE II PURCHASE PRICE

2.1. Purchase Price. The purchase price for the Property (the "Purchase Price") is One Hundred and Forty-five Thousand and 00/100 Dollars (\$145,000.00), payable through escrow at the Closing (hereinafter defined), and subject to the offsets, prorations, credits and additions described herein.

ARTICLE III CONTRACT CONSIDERATION AND EARNEST MONEY

3.1. Earnest Money; Amount and Payment. Within three (3) business days after the Effective Date, Purchaser shall deliver its funds in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Earnest Money") to Kingdom Title Solutions, c/o

Stephanie Ward, Commercial/Residential Escrow Officer, 3480 West Market Street, Suite 202, Fairlawn, Ohio 44333 (the "Title Company"). The Earnest Money shall be credited towards the Purchase Price at Closing or delivered to Seller or Purchaser in accordance with the terms of this Agreement. Whenever either Seller or Purchaser is entitled to payment of the Earnest Money under this Agreement, the other party shall promptly, if requested by the Title Company, confirm in writing to Title Company the requesting party's right to payment of the Earnest Money and all interest earned thereon, as applicable.

ARTICLE IV PRE-CLOSING OBLIGATIONS AND CONDITIONS

4.1. Items to be Delivered. Within ten (10) business days after the Effective Date, Seller shall deliver the following to Purchaser, if and to the extent in Seller's possession or control:

- (a) Any existing survey(s) of the Real Property.
- (b) Copies of all building plans, drawings, permits, environmental reports relating to the Property.
- (c) Copies of all leases, service agreements, warranties and other agreements materially affecting the Real Property, if any.

ARTICLE V SURVEY AND TITLE REVIEW

5.1. Title Review. Within five (5) days after the Effective Date, Purchaser shall engage the Title Company to provide a current commitment for the issuance of a Title Policy (as defined below), together with complete and legible copies of all instruments referred to in the commitment as conditions or exceptions to title to the Real Property, including, without limitation, title exception items listed in Schedule B-2 of the commitment (collectively, the "Title Commitment").

At Purchaser's sole election, Purchaser may obtain, at Purchaser's sole cost and expense a current survey of the Property (the "Survey") dated subsequent to the Effective Date, prepared by a licensed professional surveyor acceptable to Purchaser (the "Surveyor").

Purchaser shall have forty-five (45) days after the Effective Date (the "Title Review Period") in which to review the state of Seller's title to the Real Property. If the Survey or Title Commitment reflects or discloses any defect, exception, or other matter affecting the Real Property (individually, "Title Defect" and collectively, "Title Defects") that is unacceptable to Purchaser for any reason whatsoever, then prior to the expiration of the Title Review Period, Purchaser shall provide Seller with written notice of its objections, and Seller will have until the date of Closing (the "Cure Period") to remove or cure any

Title Defects to the satisfaction of Purchaser; provided Seller shall have no obligation to cure such Title Defect(s). If Purchaser fails to give notice of any Title Defect(s) prior to the expiration of the Title Review Period, then Purchaser shall be deemed to have waived its right to object to such Title Defect(s).

If Seller cannot cure any or all of the Title Defects within the Cure Period, or if Seller elects not to cure any Title Defect(s), Seller shall notify Purchaser in writing, specifying Seller's failure, refusal, or agreement to cure each of the Title Defects (the "Cure Notice"), and Purchaser may, on or before fifteen (15) days after receipt of the Cure Notice (the "Defect Review Period"), either: (i) terminate this Agreement by written notice to the Seller, or (ii) waive any uncured Title Defect. Seller's failure to give Cure Notice shall be an election by Seller not to cure any Title Defect(s).

If Purchaser fails to terminate this Agreement prior to expiration of the Defect Review Period, then any Title Defect (i) that Seller has failed to cure prior to the expiration of the Cure Period or has not agreed in the Cure Notice to cure or cause to be cured by Closing, and (ii) that is set forth on Schedule B-2 of the Title Commitment shall be deemed waived by Purchaser. In the event Seller fails to provide Purchaser with the Cure Notice prior to the expiration of the Cure Period, Purchaser shall have the right, on or before the expiration of the Cure Period, to terminate this Agreement by written notice to Seller. Purchaser's failure to terminate this Agreement will be deemed Purchaser's waiver of any uncured Title Defect(s) except as to Title Defect(s) which are monetary liens which shall not be deemed waived and shall be paid or cured by Seller by Closing.

"Permitted Exceptions" shall mean (i) easements, conditions, covenants and restrictions reflected in Schedule B – 2 of the Title Commitment of record as of the Effective Date which are accepted by Purchaser at Purchaser's sole discretion, or deemed accepted under the immediately preceding paragraph, (ii) legal highways, (iii) taxes and assessments that are not yet due and payable, and (iv) zoning ordinances affecting the Real Property.

In the event Purchaser terminates this Agreement as provided herein, the Title Company is directed to immediately deliver to Purchaser the Earnest Money and neither Seller nor Purchaser shall have any further right or obligation hereunder, except those obligations that specifically survive termination of this Agreement.

ARTICLE VI INSPECTION PERIOD

6.1. Inspection Period. Purchaser shall have until forty-five (45) days after the Effective Date (the "Inspection Period") in which to inspect the condition of the Property, to conduct an examination of the Property and to review such other matters as Purchaser deems necessary in its sole discretion (including a physical inspection, a survey, and an environmental audit (Phase I and Phase II, if recommended by the Phase I

In the event that Purchaser, in its sole good faith discretion, determines the Property or attributes thereof is/are not acceptable in any manner then Purchaser may terminate this Agreement on or prior to the expiration of the Inspection Period. Upon the termination of this Agreement pursuant to this Section 6.1, the Title Company is directed to immediately deliver to Purchaser the Earnest Money and all interest earned thereon and neither Seller nor Purchaser shall have any further right or obligation hereunder, except those obligations that specifically survive termination of this Agreement.

If Purchaser fails to provide written notice of termination prior to expiration of the Inspection Period, Purchaser will be deemed to be satisfied with the Property and the condition set forth in this Section 6.1 will be deemed waived.

ARTICLE VII
REPRESENTATIONS, WARRANTIES,
COVENANTS, AND AGREEMENTS OF SELLER

7.1. Representations and Warranties. In order to induce Purchaser to enter into this Agreement, Seller makes the following warranties and representations which shall be true and correct as of the Effective Date and on the Closing Date, to the best of Seller's knowledge:

(a) Seller has marketable title to the Property, on the Effective Date and at the Closing.

(b) To the best knowledge of Seller: there is no litigation or governmental proceeding pending or threatened against or relating to any of the Property, and no pending, or, to the best knowledge of Seller, threatened or contemplated condemnation actions or special assessments with respect to the Real Property.

(c) Except in accordance with applicable law, Seller has no notice of stored, used, disposed of, released or transported any Hazardous Materials (as hereinafter defined) at or from the Property. To Seller's knowledge, Seller has received no written notice (which has not been cured) of any current tenant or prior tenant's storage, use, disposal of, release, or transportation of Hazardous Materials at or from the Subject Property in violation of applicable law. For purposes of this Agreement, the term "Hazardous Materials" shall mean any pollutants, contaminants, hazardous or toxic substances, materials or wastes (including, but not limited to, petroleum, petroleum by-products, asbestos and asbestos containing materials, polychlorinated biphenyls ("PCBs"), as such terms are used in any Environmental Laws (excluding reasonable and customary amounts of solvents, cleaning fluids, fuels, lubricants, chemicals, medicines, controlled substances and other substances used in the ordinary operation and maintenance of the Property and equipment, and/or any prior tenant's ongoing business operations, and provided the same have been properly used, stored and disposed of from time-to-time in compliance with Environmental Laws). For purposes of this Agreement the term "Environmental Laws" shall mean all federal, state and local environmental laws, rules, statutes, directives, binding written interpretations, binding written policies,

ordinances and regulations issues by any agency or governmental entity and in effect as of the date of this Agreement with respect to or which otherwise pertain to or affect the Real Property, or any portion thereof, the use, ownership, occupancy or operation of the Real Property, or any portion thereof, or Purchaser.

(d) At Closing, Purchaser will accept the condition of the Property as it currently exists in its as-is, where-is condition, except as otherwise disclosed herein,

7.2. Covenants of Seller. Seller covenants that from and after the Effective Date, Seller shall:

(a) Give Purchaser, its agents and contractors reasonable access to inspect the Property during normal business hours during the Inspection Period.

(b) Not: (i) perform any grading or excavation, construction, or removal of any improvement or make any other change or improvement on the Property; (ii) create or permit any lien or other encumbrance affecting the Property, other than existing mortgage debt and the lien for taxes not yet due and payable and existing liens to be released at the Closing; (iii) commit any waste or nuisance upon the Real Property; (iv) impose any easements, covenants, conditions, or restrictions on the Real Property, other than those existing and of record as of the Effective Date; (v) institute or participate in any annexation, zoning, platting, or other governmental action regarding the Real Property; or (vi) enter into or modify any contract or other agreement that in any way affects the Property and that will survive the Closing, unless such contract or agreement is cancellable, without cost, with thirty (30) days prior written notice and Seller pays the cost incurred under the contract or Agreement until termination.

(c) Not, without the prior written consent of Purchaser, enter into any lease with any third parties or occupancy agreement for all or any portion of the Property.

(d) Promptly advise Purchaser in writing, of any written notices concerning the Property that Seller receives prior to the Closing Date from any appraisal districts, taxing authorities, or any governmental agency having jurisdiction over the Property, and of litigation, arbitration, or administrative hearing concerning the Property.

(e) Seller makes no representations as to the physical condition of the Property, except as otherwise disclosed herein.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES OF PURCHASER

8.1. Representations and Warranties. To induce Seller to enter into this Agreement, Purchaser represents and warrants to Seller that Purchaser is fully authorized and empowered to enter into this Agreement and to consummate the transactions contemplated hereunder.

ARTICLE IX
CONDITIONS PRECEDENT TO CLOSING/CASUALTY AND CONDEMNATION

9.1. Conditions Precedent to Purchaser's Performance. The obligation of Purchaser to close the transaction described in this Agreement shall be subject to the following conditions precedent:

(a) All the representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the Effective Date and on the Closing Date.

(b) There shall be no change in the matters reflected on the Title Commitment or Survey from those matters appearing therein on the date thereof (except those changes requested by Purchaser in its notice of Title Defects).

(c) There shall be no material adverse change in the condition of the Property from the condition thereof at the conclusion of the Inspection Period.

(d) Seller shall have duly performed or complied in all material respects with all covenants, acts and agreements to be performed or complied with by Seller on or prior to the Closing Date.

(e) The Property shall be vacant on the Closing Date. Purchaser shall have the right to perform a final inspection of the Property prior to the Closing Date to confirm that the Property is vacant and that there has been no material adverse change to the condition of the Property.

The failure of any of the foregoing conditions as of the Closing Date shall be result in a termination of this Agreement unless such conditions are waived by Purchaser in writing prior to the Closing Date. If any of the foregoing conditions remain unsatisfied as of the Closing Date and such condition(s) have not been waived by Purchaser as provided herein, then in that event, Purchaser shall notify Seller in writing on or before the Closing Date and the Title Company is directed to immediately deliver to Purchaser the Earnest Money and all interest earned thereon and neither Seller nor Purchaser shall have any further obligation hereunder, except those obligations that specifically survive termination of this Agreement.

9.2. Damage or Destruction. The risk of loss, damage or destruction of any buildings or improvements on the Property shall remain with Seller until Closing. If any building or other improvements on the Real Property are substantially damaged or destroyed prior to Closing, Purchaser shall have the option to proceed with Closing and Purchaser shall either: receive all insurance proceeds relating to the Property, or a reduction in the Purchase Price as agreed to by the parties in writing, or to terminate this Agreement. In the event Purchaser terminates this Agreement as provided herein, the Title Company is directed to immediately deliver to Purchaser the Earnest Money and neither Seller nor Purchaser shall have any further obligation hereunder, except those

obligations that specifically survive termination of this Agreement.

9.3 Condemnation. If, prior to the Closing, condemnation proceedings are threatened or commenced with respect to any portion of the Real Property, Purchaser may terminate this Agreement by delivering a written termination notice to Seller on or prior to the Closing Date. Prior to Purchaser's termination of this Agreement, or if Purchaser does not terminate this Agreement, both the Seller and the Purchaser, by and through their respective attorneys, shall have the right to appear in such condemnation proceedings and defend their interests in the Real Property. Any award in condemnation made prior to the Closing shall become the property of the Seller, and the Purchase Price shall be reduced by the amount of the gross condemnation award made to Seller. An award in condemnation after the Closing shall be the property of Purchaser, and the Purchase Price shall not be reduced thereby. In the event of termination pursuant to this Section 9.3, the Title Company is directed to immediately deliver to Purchaser the Earnest Money and all interest earned thereon and neither Seller nor Purchaser shall have any further obligation hereunder, except those obligations that specifically survive termination of this Agreement.

ARTICLE X CLOSING

10.1. Time and Place. The sale and purchase of the Property shall be consummated at a closing (the "Closing") to be held at the offices of the Title Company or in escrow through the Title Company. The Closing shall occur on a date agreed upon by Seller and Purchaser, which date (the "Closing Date") shall be no later than fifteen (15) days after expiration of the Inspection Period. The parties will use good faith efforts to close earlier if practicable and provided Purchaser has completed its due diligence investigations and reviews.

10.2. Items to be Delivered by Seller at the Closing. At the Closing, Seller shall deliver to Purchaser the following items:

(a) A statutory form of Executor's general warranty deed (the "Deed") conveying good and marketable fee simple title to the Real Property, free and clear of any liens, encumbrances, easements, restrictions, or other matters affecting title to the Real Property except the Permitted Exceptions.

(b) Such evidence that may be reasonably required by Purchaser or the Title Company to evidence the status and capacity of Seller and the authority of the persons who are executing the various documents on behalf of the Seller.

(c) If applicable, written evidence of the termination of all contracts and agreements affecting the Property which Seller is obligated hereunder to terminate as a result of Purchaser's rejection of same by having provided written notice to Seller prior to the expiration of the Inspection Period.

(d) An affidavit in compliance with Section 1445 of the Internal Revenue Code and applicable regulations stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a "foreign person" as that term is defined in said Section 1445. If Seller fails to deliver such affidavit, Purchaser may withhold from the Purchase Price and pay to the Internal Revenue Service the amount required by Section 1445 and applicable regulations.

(e) A closing statement, prepared by the Title Company or the closing agent, setting forth in reasonable detail the financial transaction contemplated by this Agreement, including, without limitation, the Purchase Price, as may be adjusted, all prorations, the allocation of costs specified herein and the source, application and disbursement of all funds ("Closing Statement").

(f) Such other documents as may be reasonably required by the Title Company to close the transaction and to insure Purchaser's title as contemplated herein including, without limitation, a standard seller's affidavit.

10.3. Items to be Delivered by Purchaser at the Closing. At the Closing, Purchaser shall deliver to Seller, unless otherwise noted:

(a) The Purchase Price, as may be adjusted as set forth in this Agreement, by immediately available funds through escrow.

(b) Such evidence that may be reasonably required by Seller to evidence the status and capacity of Purchaser and the authority of the persons who are executing the various documents on behalf of the Purchaser.

(c) An executed counterpart of the Closing Statement.

(d) Such other documents as may be reasonably required by the Title Company to close the transaction.

10.4. Allocations, Adjustments and Prorations. At Closing, the following items shall be adjusted or prorated in cash between Seller and Purchaser:

(a) Operating expenses of the Property including utility charges, maintenance expenses, and other normal operating charges with respect to the Property.

(b) The real property taxes and assessments with respect to the Real Property shall be the responsibility of Seller prorated in accordance with local custom based on the latest available tax duplicates and tax rates through and including the day of Closing. To the extent payable prior to Closing, Seller shall pay all such taxes, with any penalties and interest, not later than when due.

(c) Except as otherwise provided herein, each party shall pay its share of all other closing costs as is normally paid by a seller or purchaser, respectively, in a transaction of this character in the county where the Property is located. Notwithstanding the foregoing, the parties agree that: (1) Seller shall be responsible for payment of any and all transfer taxes and any documentary stamp taxes applicable to the Deed; (2) Seller shall be responsible for the title search and commitment; (3) Purchaser and Seller shall split the title insurance premium for the owners' policy of title insurance to be issued to Purchaser, in the full amount of the Purchase Price allocated to the Real Property and Improvements; (4) Purchaser shall be responsible for the cost of title policy endorsements; (5) Seller shall be responsible for the cost of Deed preparation and recording costs for the release of any encumbrances not included in Permitted Encumbrance; (6) Purchaser shall be responsible for the cost to record the Deed; (7) each party shall pay its own attorneys' fees; and (7) the parties shall share equally any escrow fees and/or closing fees charged by the Title Company. If there is any conflict between this paragraph and any other paragraph or section in this Agreement, this paragraph shall prevail.

(d) The agreements as to allocations, prorations and adjustments in this Section 10.4 shall survive the Closing.

(e) All prorations shall be made on the basis of the actual number of days of the year and month which shall have elapsed as of the day of the Closing. Bills received after the Closing which relate to expenses incurred or services performed by or on behalf of Seller, or other amounts allocable to Seller for the period prior to the Closing, shall be promptly paid by Seller.

(f) At Closing, Purchaser shall obtain an Owner's Policy of Title Insurance (the "Title Policy") in a face amount equal to the Purchase Price, issued by the Title Company, insuring good and marketable fee simple title to the Real Property in the Purchaser and containing no exceptions except the Permitted Exceptions.

10.5. Right to Possession. At the Closing and as a condition thereto, Purchaser shall be given full and unrestricted right to possession of the Property subject only to agreements approved in writing by Purchaser during the Inspection Period and in substantially the same condition as of the Effective Date, except for reasonable wear and tear, damage by fire or other casualty.

ARTICLE XI REMEDIES UPON DEFAULT

11.1. Default by Seller. If Seller fails to timely comply with any condition, covenant, or obligation set forth in this Agreement and such failure continues for ten (10) days after receipt of written notice of such default from Purchaser, such failure shall be a default, and Purchaser shall have the right to either: (i) enforce specific performance of Seller's obligations under this Agreement, or (ii) pursue other remedies available at law or equity.

11.2. Default by Purchaser. If all conditions of this Agreement are satisfied and all covenants and obligations to be performed by Seller prior to Closing are fully performed, and if performance of this Agreement is fully tendered by Seller and the sale is not consummated through default by Purchaser, and such failure continues for ten (10) days after receipt of written notice of such default from Seller, then Seller shall have the right to terminate this Agreement by giving written notice thereof to Purchaser, whereupon the Title Company is directed to immediately deliver to Seller the Earnest Money and neither party shall have any further rights or obligations hereunder, except those obligations that specifically survive termination of this Agreement.

ARTICLE XII
MISCELLANEOUS

12.1. Notices. Any notice, demand, or other communication required to be given or to be served upon any party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person; (ii) by United States Mail, as a registered or certified item with return receipt requested; (iii) delivered by delivery service (including any express mail or delivery service), or (iv) by email with confirmation of receipt from the recipient. Addresses for notice are as follows:

Purchaser: Bath Township, c/o Vito Sinopoli, Esq.
3864 West Bath Road
Akron, Ohio 44333
Email: vsinopoli@BathTownship.org

With a copy to:

Robert Konstand
P.O. Box 0009
Bath, Ohio 44210-0009
Email: bob@konstand.net

Seller: Bierne Konarski, Executor
Address:

Email:

With a copy to:

Ralph R. Waszak, Jr, Esq.
Stark & Knoll Co., LPA
3475 Ridgewood Road
Akron, Ohio 44333
Email: RWaszak@stark-knoll.com

Either party hereto may change its address for notice by giving the other party ten days' advance written notice of such change of address.

12.2. Contract to Survive. Except as otherwise provided herein, all representations, warranties, covenants, and agreements contained herein, whether to be performed before or after the Closing Date, shall not be deemed to be merged into or waived by the instruments of the Closing, but shall survive Closing.

12.3. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may be assigned by the Purchaser to any nominee or assignee of Purchaser. If Purchaser so assigns its rights to this Agreement, such assignment shall not release Purchaser from all liability hereunder.

12.4. Interpretation and Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO. Where required for proper interpretation, words in the singular shall include the plural; and words of any gender shall include all genders. The descriptive headings of the articles, sections, and paragraphs in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

12.5. Amendment. This Agreement may not be amended and no condition, covenant, or obligation may be waived, except by an agreement in writing signed by Seller and Purchaser.

12.6. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

12.7. Multiple Counterparts. This Agreement may be executed simultaneously in two or more counterparts, by electronic signatures and transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one instrument.

12.8. Dates. Any act performable by either party on a Saturday or Sunday or other holiday on which State or Federal office are authorized to be closed in the State of Ohio shall be performable on the next business day following such date.

12.9. Brokers. Seller and Purchaser warrant and represent that they have not employed nor utilized the services of any real estate broker in connection with the negotiation of the transaction contemplated in this Agreement. If any broker shall claim compensation against either party by reason of the alleged representation of the other party, the party whom such broker purports to have represented shall hold the other party harmless from, and defend such other party against, any such claim for compensation.

12.10. Construction. The parties acknowledge that they have had the opportunity to be represented by counsel in connection with this transaction and that this Agreement shall be interpreted according to its fair construction and shall not be construed against either party.

12.11. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller, Seller hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, all further acts, deeds, and assurances as Purchaser may reasonably require to (i) evidence and vest in Purchaser the ownership of, and title to, all of the Property, and (ii) consummate the transaction contemplated hereunder.

12.12. Waiver. No waiver by either party of any of its rights or remedies hereunder or otherwise shall be considered a waiver of any other subsequent right or remedy. Except as expressly provided herein, no waiver by either party of any of its rights or remedies hereunder or otherwise shall be effective unless such waiver is evidenced in a written instrument executed by the waiving party.

12.13. Final Day. If the final day of any period of time set out in any provision of this Agreement, including, without limitation, the date of Closing and the Inspection Period, falls on a Saturday, Sunday or a nationally recognized holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or nationally recognized holiday.

[signature page follows]

SELLER: Bierne Konarski, Executor of the Estate of Mitchell
Konarski, deceased

Date of Execution:

_____, 2020

By: _____

Print Name: _____

Title: _____

PURCHASER: Bath Township

Date of Execution:

_____, 2020

By: _____

Print Name: _____

Title: _____

EXHIBIT A
PROPERTY DESCRIPTION