



Board of Trustees Meeting

4:00 p.m. Monday, November 18th, 2019

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

MOTION TO APPOINT FISCAL OFFICER PRO TEMP

FISCAL OFFICER Sharon A. Troike

1. Motion to approve requisitions and regular purchase orders 2019-41590 through 2019-41607 and payments totaling \$175,030.57. **Roll Call.**
2. Motion to approve intra-fund transfers in the amount of \$67,204.00
3. Motion to approve the November 4, 2019 Regular meeting minutes. (Corbett, Goodrich, Nelson)
4. Correspondence, Commission, and Committee logs are available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

Interim Fire Chief Rob Campbell

Report / Recommendations

1. Motion to accept the resignation of Daniel Dopslaf, Part Time Firefighter/Paramedic, effective November 18, 2019.

Service Director Caine Collins

Report / Recommendations

1. Motion to accept the 2020 Davis Water Treatment contract.
2. Motion to advertise internally for a full-time Road Laborer/Equipment Operator employee from November 19th, 2019 to November 29th, 2019.
3. Motion to hire Joshua Guthrie as a part-time Service Department employee at the hourly rate of \$15/hour, subject to completion of a one-year probationary period and compliance with Bath Township rules and regulations.



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Park Director/Assistant Service Director Alan Garner

Report / Recommendations

1. Motion to remove Sierra Dawkins from the Township roll due to the completion of her temporary seasonal employment, effective November 15, 2019.

Planning Director / Zoning Inspector William Funk

Report / Recommendations

Administrator Vito F. Sinopoli

Report / Recommendations

1. Motion to approve the settlement agreement in the pending civil matter of Wilson v. Summit County.
2. Motion to cancel the November 25th, 2019 Board of Trustees Work Session.

TRUSTEES Elaina Goodrich, James Nelson, and Becky Corbett

FUTURE TRUSTEE MEETINGS AND EVENTS

Monday, November 18, 2019	Water and Sewer Board, TCR	6:00 PM
Monday, November 18, 2019	Friends of Yellow Creek, TMR	7:00 PM
Tuesday, November 19, 2019	Board of Zoning Appeals, TMR	7:00 PM
Monday, November 25, 2019	Board of Trustees Work Session, TCR	9:30 AM
Thursday, November 21, 2019	Park Board, TCR	6:00 PM
Monday, December 2, 2019	Board of Trustees Work Session, TCR	9:30 AM
Monday, December 2, 2019	Appearance Review Commission, TMR	5:00 PM
Monday, December 9, 2019	Board of Trustees Work Session, TCR	9:30 AM
Monday, December 9, 2019	Board of Trustees, TMR	7:00 PM
Thursday, December 12, 2019	Zoning Commission, TMR	7:00 PM
Monday, December 16, 2019	Board of Trustees Work Session, TCR	9:30 AM
Monday, December 16, 2019	Board of Trustees Regular Meeting, TMR	4:00 PM
Monday, December 16, 2019	Settlement Meeting, TMR	4:30 PM
Monday, December 16, 2019	Water and Sewer Board, TCR	6:00 PM

TCR-Trustees Conference Room (Administrative Offices)

TMR-Trustees Meeting Room, lower level, Bath Center

COMMUNITY MEETINGS/EVENTS

Ongoing

Honoring Bath Veterans Exhibit, HBTH

HBTH-Historic Bath Town Hall



Board of Trustees Meeting

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BNP – Bath Nature Preserve
BCP – Bath Community Park
BFD – Bath Fire Department
BPD – Bath Police Department

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

- Alan Brubaker, P.E., P.S., Summit County Engineer

ITEMS OF INTEREST

THANK YOU FOR ATTENDING / ADJOURNMENT (time)

Intra Fund Transfer
November 18, 2019

	A	B	C	D	E
1	Meeting	Fund	From	To	Amount
2	November 18, 2019	General	Contract- Clean Water	Phase II Clean Water	\$459.00
3		Road and Bridge	Contracts	Road Materials	\$15,000.00
4		Road and Bridge	Contracts	Subcontracts	\$5,000.00
5		Road and Bridge	Contracts	Vehicle Repairs	\$5,000.00
6		Police	Contingency	Equipment	\$6,500.00
7		Police	Wages PT-Dispatch	Wages OT-Dispatch	\$12,000.00
8		Police	Contingency	Tax Collecion Fees	\$16,500.00
9		Fire	Contingency	Employment Costs	\$6,745.00
10	TOTAL				\$67,204.00

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

Dates:

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
11-12-19	Dopslaf, Daniel	Resignation from PT Firefighter/Paramedic	Chief Rob Campbell

BOARD, COMMISSION, AND COMMITTEE LOG

RECEIVED FROM

Chief of Police Report

Vito F. Sinopoli

November 18, 2019

Dispatch Update

For the past three months, Bath PD has been working with the Hudson Police Department to develop an MOU for a 9-1-1 dispatch support partnership. The agreement is part of long-term planning for Next Generation 9-1-1 equipment needed for the communications centers of both agencies. A lease option is currently being considered through ATT whereby both Hudson and Bath would lease the equipment and share dispatch support in major 9-1-1 incidents. This would also benefit fire operations. We look forward to this partnership with Hudson and to make the most efficient use of resources from both communities.

Recommendations:

- None

November 18, 2019

To: Bath Township Trustees
Bath Administrator: Vito Sinopoli

Fire Department
Interim Fire Chief, Robert Campbell

Reports:
Nothing to report at this time.

Recommendations:

1. Recommend to accept the resignation of Daniel Dopslaf, Part Time Firefighter/Paramedic, effective November 18, 2019.

From: [Rob Campbell](#)
To: [Rochele Bolton](#)
Subject: Fwd: Resignation
Date: Tuesday, November 12, 2019 2:07:53 PM

We will need to put this on the agenda for next weeks Trustee meeting-

Rob Campbell
Interim Fire Chief
Bath Fire Department

From: dan dopslaf <ddopslaf@yahoo.com>
Sent: Tuesday, November 12, 2019 10:43 AM
To: Rob Campbell
Subject: Resignation

Dear Chief Campbell,

I am writing you with my intent to resign from the Bath Fire Department. Please consider this my letter of resignation. I am proud to have

served the Bath Fire Department and I thank you for the opportunity.

Sincerely,

Daniel R. Dopslaf

SERVICE DIRECTOR Caine Collins

Agenda for the Trustee Meeting 11-18-2019

Buildings and Grounds:

No new business to report.

Roads Report:

No new business to report.

Cemeteries:

No new business to report.

Recommendations by the Service Director:

- 1.) Recommendation to accept the 2020 Davis Water Treatment contract.
- 2.) Recommendation to advertise internally for a full time Roads Equipment Operator/Laborer from November 19th, 2019 to November 29th, 2019.
- 3.) Recommendation to hire Joshua Guthrie as a part-time Service Department employee at the hourly rate of \$15/hour, subject to completion of a one year probationary period and compliance with Bath Township rules and regulations.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner
AGENDA FOR THE TRUSTEE MEETING 11-18-2019

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 remove Sierra Dawkins from the Township roll due to the completion of her temporary seasonal employment, effective November 15, 2019.

Administrator's Report

The stormwater committee appointed by the Summit County Engineer's Office met in Bath Township for on November 7, 2019. The committee, comprised of Bath residents, reviewed the Sustainable Streams, LLC Yellow Creek Watershed proposal, as well as the report from MS Consultants for the Wye Rd. erosion study to consider how best to move forward with stormwater projects in the community. Landscaping improvements at the Wayside Exhibit are almost complete, with the addition of trees, shrubs and decorative rocks installed in the bio-swale. Timeless Landscaping is performing the installation of roughly 14 trees and additional shrubs. The township entered into an agreement with John Vittum Landscaping Design for the improvements. Planting of wildflower seed in several bed areas will take place in the Spring of 2020.

Recommendations:

- Motion to approve the settlement agreement in the pending civil matter of Wilson v. Summit County
- Motion to cancel the November 25th, 2019 Board of Trustees Work Session.

SETTLEMENT AGREEMENT AND RELEASE

The Parties to this Settlement Agreement and Release (Agreement) are Plaintiff Leon Wilson (Plaintiff) and Defendants Summit County, Bath Township, and Vito Sinopoli (Defendants) (all together, the Parties).

By this Agreement, the Parties want to resolve this dispute fully and finally. The sole purpose of this Agreement is to settle all of the Parties' claims in this litigation. This Agreement is not an admission of wrongdoing or liability by any Party.

Agreement

Each of the Parties, in consideration of the mutual promises set forth below, agrees as follows:

1. Commitments of the Parties.

- a. Defendants will repeal current Chapter 372 of the Summit County Ordinances, replacing it with the agreed-upon language attached to this Agreement as Exhibit A.
- b. Defendants will pay the Plaintiff \$1,000.
- c. Defendants will pay the ACLU of Ohio for attorney's fees and costs in the amount of \$5,000.
- d. Plaintiff will dismiss the above-captioned litigation with prejudice, after the above payments have been made and after the Summit County Council has repealed and replaced Chapter 372 of the Summit County Ordinances with the language attached as Exhibit A to this Agreement. Until that time, this the Northern District of Ohio, Eastern Division, will retain jurisdiction over the Litigation.

2. **Release of claims.** In consideration of this agreement, Plaintiff releases Defendants and their present and former officers, agents, attorneys, insurers and employees, from all claims, liabilities, and damages, known or unknown, accrued or not accrued, under any source of law, that arise from this matter.
3. **Jurisdiction.** The Parties agree Judge John Adams, in the U.S. District Court for the Northern District of Ohio, will retain jurisdiction over this Agreement until its terms are fully performed. The parties consent that any action to enforce any provision of this Agreement must be brought in the United States District Court for the Northern District of Ohio.
4. **Entire agreement.** This Agreement constitutes the entire agreement between the Parties. It supersedes all prior correspondence and negotiations between the Parties, and it cannot be modified except by a written addendum signed by both Parties.
5. **Severability.** If any part of this Agreement is held to be invalid or unenforceable, the validity of all of the remaining provisions will be unaffected.
6. **Acknowledgments.** Each Party acknowledges the following:
 - a. They are over the age of 18 and competent to enter into this Agreement;
 - b. They have read this Agreement and understand it, and have consulted with legal counsel about the meaning and effect of this Agreement;
 - c. They enter into this Agreement freely and voluntarily; and
 - d. They are authorized to execute this Agreement.
7. **Indemnification.** Plaintiff warrants, covenants, and attests that Plaintiff has not been put on notice by any attorney, government unit or agencies or any insurance company of any lien or rights of subrogation because of legal services or the payment of any medical

and/or hospital expenses. Plaintiff further warrants, covenants and agrees that, if any such subrogated claims and/or liens are made by any attorney, governmental unit or agencies or any insurance company, Plaintiff will reimburse said attorney, governmental unit or agencies and/or insurance company in full and that those liens or claims are the Plaintiff's sole responsibility and are not in any way the responsibility of the Defendants. Plaintiff further covenants, warrants, and agrees that Plaintiff will indemnify and hold harmless the Defendants from any liability, settlement judgments, litigation expenses, including attorney's fees and court costs, incurred by him, in defending any claims by any attorney, governmental units or agencies and/or insurance companies asserting such liens and/or subrogated rights.

8. **Execution of counterparts.** This Agreement may be executed by the signing of two separate counterparts.

Execution

Dated _____

Plaintiff Leon Wilson

For Defendant Summit County

For Defendant Bath Township

Defendant Vito Sinopoli