



Board of Trustees Meeting

Monday, March 23, 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 2020-00393 through 2020-00469 and payments totaling \$133,854.82. **Roll Call.**
2. Motion to approve Regular meeting minutes for January 21, 2020, February 10, 2020 and February 24, 2020. (Corbett, Goodrich, Nelson)
3. Motion to approve intra-fund transfers in the amount of \$8,000.
4. Resolution 2020-11 to approve 2020 Permanent Appropriations.
5. Resolution 2020-12 to Amend 2020 Permanent Appropriations and Certificate of Estimated Resources.
6. Motion to not request a public hearing for a liquor license at Akron Restaurant Systems, Inc., DBA Hyde Park Grille.
7. Correspondence, Board, Commission, and Committee log are available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Resolution 2020-13 Mutual Aid Agreement Between Bath, Copley and Fairlawn
2. Resolution 2020-14 Mutual Aid Agreement Between Bath and the Village of Richfield.
3. Motion to contract with B & C Communications for the purchase of 13 Motorola APX 6000 portable radios and accessories at a cost of \$50,462.88. This expense is being covered by the recent donation from the Bettinger Foundation.
4. Motion to contract with B & C Communications for the purchase of 1 Motorola APX 6000 portable radio and accessories at a cost of \$3,881.76. The cost to the department will be approximately \$388.18 [10% match] as this is the Edward Byrne Memorial Justice Assistance Grant that was submitted in October 2019 and was recently approved.
5. Motion to post and advertise for sale Cars 9 and 18 on the GovDeals website. Car 18 has approximately 102,000 miles and Car 9 has approximately 94,000 miles.

Fire Chief Robert Campbell

Report / Recommendations

1. Motion to approve the annual licensing contract with PPE Software for turnout gear inventory tracking in the amount of \$1,900.00.

Service Director Caine Collins

Report / Recommendations

1. Motion to assign Sean Humphrys for the permanent Foreman position.
2. Resolution 2020-15, to apply for the BWC Trench Safety Grant.
3. Resolution 2020-16, to participate in the ODOT Winter Contract for Road Salt

Park Director/Assistant Service Director Alan Garner

Report / Recommendations

1. Resolution 2020-17 to apply to the State of Ohio NatureWorks Grant.

Planning Director / Zoning Inspector William Funk

Report / Recommendations

Administrator Vito F. Sinopoli

Report / Recommendations

1. Motion to enter into a revised agreement with GovDeals, a government auction site.
2. Motion to enter into an agreement with Arica Leonard for the design and layout of the Bath Quarterly Spring edition.
3. Motion to enter into a purchase agreement with Trust for Public Land and authorize the township administrator to sign all documents necessary for the acquisition of the property at 4400 Everett Rd.

TRUSTEES Elaina Goodrich, James Nelson, and Becky Corbett

FUTURE TRUSTEE MEETINGS AND EVENTS

Monday, March 23, 2020	Board of Trustees Work Session, TCR	9:30 AM
Monday, March 23, 2020	Board of Trustees, TMR	4:00 PM
Monday, April 6, 2020	Board of Trustees Work Session, TCR	9:30 AM
Monday, April 20, 2020	**Board of Trustees, Revere HS	11:20 AM

TCR-Trustees Conference Room (Administrative Offices)

TMR-Trustees Meeting Room, lower level, Bath Center

HBTH-Historic Bath Town Hall

COMMUNITY EVENTS

Saturday, April 25, 2020	Project Pride	9:00 AM
Monday, May 25, 2020	Memorial Day Observance, BMP	12:00 PM
Saturday, June 6, 2020	Bath Art Festival, BCP	10:00 AM

BNP – Bath Nature Preserve

BMP – Bath Memorial Park

BCP – Bath Community Park

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

Intra Fund Transfer
March 23, 2020

	A	B	C	D	E
1	Meeting	Fund	From	To	Amount
2	March 23, 2020	Police	Contingency	Travel/Training/Memberships	8,000.00
3					
4	TOTAL				\$8,000.00

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

Dates:

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
3-13-20	Nicholas Ray	Right-of-way maintenance of the Sunoco pipeline at the property: 4160-4230 Ira Road	Administrator
3-16-20	Keith Faber	Update from the Auditor of State	Fiscal Officer
3-18-20	Open the Books	Public record request for personnel information on salaries and wages.	Payroll Clerk

BOARD, COMMISSION, AND COMMITTEE LOG

RECEIVED FROM
Surface Water Management Update – Dave Koontz (Summit County Engineer’s Office)

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF MARCH, 2020 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 P.M. IN THE TRUSTEES MEETING ROOM AT 3864 W. BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ introduced the following resolution and moved its adoption:

**RESOLUTION 2020-11
TO ADOPT THE 2020 PERMANENT APPROPRIATIONS FOR
BATH TOWNSHIP, SUMMIT COUNTY**

WHEREAS, after careful review of the budget submitted to the Summit County Budget Commission July 2019 the Department Heads and Township Administrator under Ohio Revised Code 505.032 (F) have developed permanent appropriations to operate the Township; and,

WHEREAS, the Fiscal Officer has reviewed the budget and certified that the expenditures are inside the current Official Certificate of Resources; and,

WHEREAS, under O.R.C. 5705.38(C) the minimum level of budgetary control must be specified, the legal level of control for Bath Township has been established at the personal services and other object level within each department for the General Fund and at the personal services and other object level for all other funds.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Bath Township, County of Summit, State of Ohio, that to provide for the current expenses and other expenditures of said Board of Trustees during the fiscal year ending December 31, 2020, the attached document identified as the 2020 Township of Bath Permanent Appropriations, dated March 23, 2020 are the sums hereby set aside and appropriated for purposes of general government for which expenditures are to be considered during fiscal year 2019 in the amount of \$14,378,661.10 and,

FURTHER that these Permanent Appropriations be submitted to the County of Summit Budget Commission prior to April 1, 2020.

FURTHER, that said money is appropriated as allowed by law.

_____ seconded the resolution and discussion was held.

The Fiscal Officer called the Roll:

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

Sharon A. Troike, Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice President
Bath Township Board of Trustees

March 23, 2020
Date

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 March 23rd, 2020.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF MARCH, 2020 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, AT 4:00 PM IN THE TRUSTEES MEETING ROOM AT 3864 W. BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption.

**RESOLUTION NO. 2020-12
TO AMEND THE 2020 PERMANENT APPROPRIATIONS AND
CERTIFICATE OF ESTIMATED RESOURCES
Amendment #3**

WHEREAS, after careful review of the 2020 budget submitted to the Summit County Budget Commission in July 2019, the Department Heads and Township Administrator under 505.032 (F) developed appropriations to operate the Township; and,

WHEREAS, the Fiscal Officer reviewed the budget and certified that the expenditures were inside the 2020 Official Certificate of Resources; and,

WHEREAS, the Fire Department is in receipt of a donation from a private resident for the purchase of radios; and,

WHEREAS, the Fire Department was awarded grant money from the EMS Training & Equipment Grant; and,

WHEREAS, the Police Department is in receipt of two donations in the amounts of \$52,000 and \$11,939.88 for the purchase of equipment; and,

WHEREAS, monies were paid on behalf of Bath Township through the ODOT LPA Route 18 Grant in the amount of \$43,947.69 for the sidewalk project with additional payments anticipated; and,

WHEREAS, the Parks anticipate more team deposits than originally anticipated;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Bath Township, County of Summit, State of Ohio, that to provide for the current expenses and other expenditures of said Board of Trustees, the following adjustments need to be completed to bring the Official Certificate of Resources in line with the Permanent Appropriations with an increase to:

2020 Certificate of Estimated Resources

Fund 210 Fire District	\$ 4,539.00
Fund 645 EMS Training & Equipment Grant	\$ 2,765.00
Fund 209 Police District	\$63,939.88
Fund 678 ODOT LPA Grant	\$90,000.00
Fund 212 Park Levy	\$ 1,000.00

2020 Permanent Appropriations

Fund 210 Fire District	\$ 4,539.00
Fund 645 EMS Training & Equipment Grant	\$ 2,765.00
Fund 209 Police District	\$63,939.88
Fund 678 ODOT LPA Grant	\$90,000.00
Fund 212 Park Levy	\$ 1,000.00

FURTHER, that said money is appropriated as allowed by law and the Fiscal Officer request an amendment before the Summit County Budget Commission.

Second by _____, discussion and roll called:

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

Sharon A. Troike
Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice President
Bath Township Board of Trustees

Date: March 23, 2020

Elaina E. Goodrich
Bath Township Board of Trustees

Chief of Police Report
March 23, 2020

Recommendations

Resolution 2020-13 Mutual Aid Agreement Between Bath, Copley and Fairlawn

Resolution 2020-14 Mutual Aid Agreement Between Bath and the Village of Richfield.

Motion to contract with B & C Communications for the purchase of 13 Motorola APX 6000 portable radios and accessories at a cost of \$50,462.88. This expense is being covered by the recent donation from the Bettinger Foundation.

Motion to contract with B & C Communications for the purchase of 1 Motorola APX 6000 portable radio and accessories at a cost of \$3,881.76. The cost to the department will be approximately \$388.18 [10% match] as this is the Edward Byrne Memorial Justice Assistance Grant that was submitted in October 2019 and was recently approved.

Motion to post and advertise for sale Cars 9 and 18 on the GovDeals website. Car 18 has approximately 102,000 miles and Car 9 has approximately 94,000 miles.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF MARCH, 2020 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 P.M. IN THE BATH TOWNSHIP TRUSTEES MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption.

Resolution 2020-13
Police Mutual Aid Between Bath, Copley and Fairlawn

WHEREAS, Ohio Revised Code (O.R.C.) 505.431 was enacted to allow township police officers to provide police protection to other political subdivisions within its mandates, and

WHEREAS, the Township of Bath seeks to exercise the authority granted under O.R.C. 505.431,

NOW THEREFORE BE IT RESOLVED, that the following authority be granted as specified hereinafter to allow township police officers to provide police protection to other political subdivisions in accordance with O.R.C. 505.431

- I. The Chief of Bath Police Department, any Township Trustee, a police Sergeant, or Officer in Charge (OIC) is authorized to order an officer or officers, employee or employees of the Bath Township Police Department, to provide police protection to any county, township, or municipal corporation of this state.

- II. Township police officer(s) or employee(s) may also provide police protection under the Montrose Automatic Response Contract executed June 21, 1999 or the revised Agreement incorporated herein.

- III. No township police officer or employee shall provide police protection to any county, township, or municipal corporation unless he or she:
 1. Either requests permission to so act and the same is granted by those authorized to give such permission, or they are directed to act by a person with such authority, or
 2. They are in compliance with the Montrose " Automatic Response Agreement" or amended agreement attached hereto and incorporated by reference.
 3. Those persons listed above who hold authority to designate response under Mutual Aid may themselves respond without separate approval.
 4. All persons so permitted to act outside the township under this resolution must notify the communication specialist of the time they leave the township, their intended destination, make periodic reports to the communication specialist, and report when they return to the township.
 5. Legal authority on which this Agreement is premised is found in Ohio Revised Code Sections: 505.43, 505.431, 737.04, 737.041, and 2744.
 6. In an effort to provide increased police protection, immediate police response, and additional protection for police officers, the Township of Bath, Township of Copley, and the City of Fairlawn enter into a revised automatic response Agreement designed to expand and enhance police protection for the entire geographic area of each of the political subdivisions.

Resolution seconded by _____ for discussion. The Fiscal Officer called the roll:

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 March 23, 2020.

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

Resolution Adopted

Sharon A. Troike
Fiscal Officer

James Nelson, President
Bath Township Board of Trustees

Date: March 23, 2020

Becky Corbett, Vice President
Bath Township Board of Trustees

Elaina E. Goodrich, Trustee
Bath Township Board of Trustees

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BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF MARCH, 2020 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 P.M. IN THE BATH TOWNSHIP TRUSTEES MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption.

Resolution 2020-14
Police Mutual Aid Between Bath and Richfield

WHEREAS, Ohio Revised Code (O.R.C.) 505.431 was enacted to allow township police officers to provide police protection to other political subdivisions within its mandates, and

WHEREAS, the Township of Bath seeks to exercise the authority granted under O.R.C. 505.431,

NOW THEREFORE BE IT RESOLVED, that the following authority be granted as specified hereinafter to allow township police officers to provide police protection to other political subdivisions in accordance with O.R.C. 505.431

- I. The Chief of Bath Police Department, any Township Trustee, a police Sergeant, or Officer in Charge (OIC) is authorized to order an officer or officers, employee or employees of the Bath Township Police Department, to provide police protection to any county, township, or municipal corporation of this state.

- II. No township police officer or employee shall provide police protection to any county, township, or municipal corporation unless he or she:
 1. Either requests permission to so act and the same is granted by those authorized to give such permission, or they are directed to act by a person with such authority, or
 2. They are in compliance with the agreement attached hereto and incorporated by reference.
 3. Those persons listed above who hold authority to designate response under Mutual Aid may themselves respond without separate approval.
 4. All persons so permitted to act outside the township under this resolution must notify the communication specialist of the time they leave the township, their intended destination, make periodic reports to the communication specialist, and report when they return to the township.
 5. Legal authority on which this Agreement is premised is found in Ohio Revised Code Sections: 505.43, 505.431, 737.04, 737.041, and 2744.
 6. In an effort to provide increased police protection, immediate police response, and additional protection for police officers, the Township of Bath and the Village of Richfield enter into an automatic response Agreement designed to expand and enhance police protection for the entire geographic area of each of the political subdivisions.

Resolution seconded by _____ for discussion. The Fiscal Officer called the roll:

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 March 23, 2020.

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

Resolution Adopted

Sharon A. Troike
Fiscal Officer

James Nelson, President
Bath Township Board of Trustees

Date: March 23, 2020

Becky Corbett, Vice President
Bath Township Board of Trustees

Elaina E. Goodrich, Trustee
Bath Township Board of Trustees

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March 23, 2020

To: Bath Township Trustees
Bath Administrator: Vito Sinopoli

Fire Department

Robert Campbell, Fire Chief

Reports:

Nothing to report at this time.

Recommendations:

1. Motion to approve the annual licensing contract with PPE Software for turnout gear inventory tracking in the amount of \$1,900.00.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 3-23-2020 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:

1. Recommendation to assign Sean Humphrys for the permanent Foreman position.
2. Resolution #2020-15, to apply for the BWC Trench Safety Grant.
3. Resolution #2020-16, to participate in the ODOT Winter Contract for Road Salt

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF MARCH 2020, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 P.M. IN THE TRUSTEES MEETING ROOM AT 3864 W BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

M_____ presented the following Resolution and moved its adoption:

**RESOLUTION 2020-15
A RESOLUTION AUTHORIZING THE APPLICATION TO
THE BUREAU OF WORKERS' COMPENSATION GRANT**

WHEREAS, The Ohio Bureau of Workers' Compensation has grant monies available through its Trench Safety Grant (TSG) Program; and,

WHEREAS, The Trench Safety Grant requires a four to one match; and,

WHEREAS, the Bath Township Service Department has the need for equipment purchases in trenching operations; and,

WHEREAS, this equipment will substantially reduce or eliminate injuries in trenching operations; and,

WHEREAS, the Bath Township Board of Trustees desires financial assistance in the amount of up to \$12,000 to purchase this equipment;

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

1. Approves the filing of an application to the Ohio Bureau of Workers' Compensation Trench Safety Grant; and
2. That the Service Director Caine Collins 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 a Special Revenue Fund 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

March 23, 2020
Date:

Elaina E. Goodrich, Trustee
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 March 23, 2020.

BATH TOWNSHIP BOARD OF TRUSTEES

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M_____ presented the following Resolution and moved its adoption:

**Resolution 2020-16
Authorizing Participation in the Ohio Department of
Transportation Winter Contract for Road Salt, Bath Township**

WHEREAS, Bath Township hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-21) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. Bath Township hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract, and;
- b. Bath Township hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and Bath Township, and;
- c. Bath Township agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of Bath Township's participation in the winter road salt contract, and;
- d. Bath Township hereby requests through this participation agreement a total of 500 tons of Sodium Chloride (Road Salt) of which Bath Township agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. Bath Township hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of _____ through _____, and;
- f. Bath Township hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. Bath Township acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 24 **by 12:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Bath Township's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.;

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

1. That this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and Bath Township agrees to the above terms and conditions regarding participation in the
2. That Service Director, Caine Collins, is hereby authorized and directed to execute the ODOT Winter Salt agreement;
3. That Bath Township has obligated the funds required to satisfactorily reimburse the salt vendor under the ODOT Winter Salt Contract under the terms and conditions of the ODOT agreement;
4. Pursuant to R.C. 5705.41(D)(1), the Township fiscal officer certifies the amount required under the ODOT contract to be performed in whole or in part in an ensuing fiscal year, has been lawfully appropriated for such purpose and is in the treasury of an appropriate fund free from any previous encumbrances.

Resolution seconded by M _____ for discussion. The Fiscal Officer called the roll:

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

Resolution Adopted

Sharon A. Troike
Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Date: March 23, 2020

Becky Corbett, Vice President
Bath Township Board of Trustees

Elaina E. Goodrich
Bath Township Board of Trustees

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner
AGENDA FOR THE TRUSTEE MEETING 3-23-2020

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. Resolution 2020-17 to apply to the State of Ohio NatureWorks Grant.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF MARCH, 2020, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 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 2020-17
A RESOLUTION AUTHORIZING THE APPLICATION TO
THE OHIO DEPARTMENT OF NATURAL RESOURCES NATUREWORKS GRANT**

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio NatureWorks grant program, and;

WHEREAS, the Bath Township Board of Trustees desires financial assistance under the NatureWorks Grant Program for improvements in Bath Hill Park, and;

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

1. Approves the filing of an application to the State of Ohio NatureWorks grant; and
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 670 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 Troike
Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice President
Bath Township Board of Trustees

March 23, 2020
Date:

Elaina E. Goodrich
Bath Township Board of Trustees

Administrator Report March 23, 2020

Report:

COVID-19

Over the past two weeks, the township has responded to the COVID-19 outbreak and put systems in place to ensure continuity of township services. In the police and fire departments, the facilities have restricted access to ensure limited public contact with officers and fire personnel. Non-emergency services in the police and fire departments are temporarily suspended due to COVID. This would include inspections and in the police department we will no longer perform civilian, employment-related fingerprints. Many police reports are being taken over the phone in an effort to limit interaction of our officers and fire personnel with the general public. A potential outbreak within the township could have a dramatic impact throughout the building, so we're doing everything possible to ensure the safety of our personnel. Please visit our website and Facebook for additional details.

Cleveland Massillon and Ghent Road Construction Project

Drivers will see some dramatic changes to the intersection of Cleveland Massillon and Ghent Rd. in the upcoming weeks. Trimor Construction will be performing a lane reconfiguration at the intersection, creating a T intersection. Work is to begin on April 1, 2020 with the contractor advising Cleveland Massillon Rd. will be closed at the intersection within a few weeks of the start of the project. The project cost is roughly \$722,000 funded through Bath Township, the Embassy Parkway Landowners Association and the Summit County Engineer.

SimpleRecycling

SimpleRecycling has suspended ALL operations due to the State of Ohio's Stay-at-home Executive Order, effective immediately.

Recommendations

1. Motion to enter into a revised agreement with GovDeals, a government auction site.
2. Motion to enter into an agreement with Arica Leonard for the design and layout of the Bath Quarterly Spring edition.
3. Motion to enter into a purchase agreement with Trust for Public Land and authorize the township administrator to sign all documents necessary for the acquisition of the property at 4400 Everett Rd.

AGREEMENT OF SALE

This is an Agreement with an Effective Date as provided below between **THE TRUST FOR PUBLIC LAND**, a nonprofit California corporation, (the “Seller”) and the **BATH TOWNSHIP**, located in **Summit County Ohio** (the “Buyer”).

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are as follows. Telephone numbers are included for information only.

SELLER:

The Trust for Public Land
1250 Old River Road, Suite 202
Cleveland, OH 44113
Attn: Kent Whitehead, Sr. Project Manager
Tel: (206) 412-5427
Email: kent.whitehead@tpl.org

BUYER:

Bath Township
3864 West Bath Road
Akron, OH 44333
Attn: Vito Sinopoli, Administrator
Tel: (330) 666-4007
Email: vsinopoli@BathTownship.org

With copy to:

The Trust for Public Land
306 N. Monroe Street
Tallahassee, Florida 32301
Attn: Peter Fodor, Legal Director
Tel: (850) 222-7911 x 29
Email: pete.fodor@tpl.org

With copy to:
Robert Konstand
P.O. Box 0009
Bath, OH 44210-0009
Tel: (330) 436-7200
Email: bob@konstand.net

B. The Betty N. Lemmon Trust, Betty N. Powers, Trustee, is the owner, (the “Current Owner”) of approximately 78.3 acres of real property in Summit County, Ohio legally described on **Exhibit A** attached hereto and made a part hereof. Said real property, together with any and all improvements, fixtures, minerals and timber located thereon and any and all rights appurtenant thereto including but not limited to timber rights, water rights, mineral rights and access rights shall be referred to in this Agreement as the “Property” or “Subject Property”.

C. Buyer wishes to purchase the Property from Seller and Seller wishes to sell the Subject Property to Buyer upon Seller's acquisition of the Property from Current Owner in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR \$10.00 AND OTHER GOOD AND VALUABLE CONSIDERATION THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Subject Property on the terms, contingencies, and conditions set forth herein.

2. **Purchase Terms.**

a. **Price.** The purchase price for the Subject Property shall be One Million Six Hundred Fifty Thousand Dollars and No/100 (\$1,650,000.00) (the “Purchase Price”), which Seller and Buyer acknowledge and agree is no more than seventy five percent (75%) of the fair-market value of the Property as determined by that certain Appraisal dated _____ 2020 by Joseph A. Zovac, MAI (the “Appraisal”), who is both mutually acceptable to Buyer and Seller and identified on the list of appraisers pre-qualified to do appraisals for the Clean Ohio Conservation Fund Program.

b. **Method of Payment.** The Purchase Price shall be payable in cash or certified funds, at Closing (as defined below), subject to any credits, pro-rations and adjustments provided elsewhere in this Agreement.

3. **Buyer's Deposit.** [This Section is intentionally omitted.]

4. **Condition of the Subject Property.**

a. Buyer agrees that Buyer has or shall prior to Closing:

(i) made an independent investigation of the physical condition of the Subject Property including but not limited to termite inspection, the condition of the soil, the presence of hazardous materials or contaminants, other physical characteristics, and compliance with any statutes, ordinances or regulations; and

(ii) studied all aspects or circumstances of the Subject Property which Buyer deems material or relevant.

(iii) requested and received from Seller other documents and materials which Buyer deems material or relevant with respect to the transaction contemplated under this Agreement;

(iv) had full, complete and satisfactory access to the Subject Property, and records relating to the same which Buyer has requested and/or deemed material or relevant; and

(v) had the opportunity to make inspections and verifications which Buyer deemed necessary for the completion of Buyer's due diligence review for the transactions covered by this Agreement.

b. Buyer agrees that:

(i) Seller has made no representations or warranties with respect to the Subject Property except as set forth in this Agreement;

(ii) Seller shall not be responsible for any statements, representations or warranties of any kind furnished to Buyer by any real estate broker or any other person, unless the same are specifically set forth in this Agreement;

(iii) no materials, brochures, or documents delivered by Seller to Buyer or any other person, including without limitation any Phase I environmental site assessment or update thereto, shall be, or be deemed, a representation, warranty, or agreement of Seller under, or with respect to this Agreement, and Buyer has, and shall have, the exclusive responsibility for verifying any facts or conditions set forth or described in any such materials, brochures, or documents; and

(iv) Buyer has not undertaken any activity and will not undertake any activity which will jeopardize Seller's efforts to acquire the Property.

c. Subject to the Buyer's right to elect to terminate described more fully below, Buyer agrees to accept the Property including any structures or improvements, "as is, where is", subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. Buyer waives any and all claims or causes of action against Seller including, but not limited to federal, state or common law actions and any private right of action under state and federal law to which the Property is or may be subject (including, but not limited to CERCLA and RCRA) regarding the physical characteristics and existing structural, geologic, subsurface, soil, water and environmental conditions on, under, adjacent to or otherwise affecting the Property. Buyer acknowledges that Seller has provided Buyer with a copy of the Phase I Environmental Site Assessment dated September 24, 2019, prepared by Brownfield Restoration Group, LLC (the "Phase I") and that the condition of the Property set forth therein is acceptable to Buyer.

5. **Closing.** Final settlement of the obligations of the parties hereto shall occur on or before June 30, 2020 at such date and time as the parties shall agree (the "Closing"). Buyer

understands that it is Seller's intent to coordinate a simultaneous closing with Current Owner and Buyer will cooperate in coordinating such a simultaneous closing. This transaction shall be closed in escrow with First American Title Insurance Company, National Commercial Services, 1660 West Second Street, Suite 700, Cleveland, Ohio 44113, Attn: Nancy Waldschmidt, Underwriting Counsel (Tel: 216.802.3571, email: nwaldschmidt@firstam.com) (the "Title Company"). The transaction contemplated hereunder shall be closed by Title Company in accordance with the general provisions of the usual form of deed and money escrow agreement then in use by Title Company, with such additional special provisions inserted in said escrow agreement as may be required to conform with the terms and conditions of this Agreement.

6. **Title**. Seller shall by limited warranty deed convey to Buyer marketable title to the Property, subject only to the following; provided, however that with Buyer's prior written consent Seller may have the Property conveyed directly from Current Owner to Buyer:

- a) any federal, state or local laws, ordinances, regulations and/or orders whatsoever;
- b) building and zoning laws, ordinances, state and federal regulations;
- c) liens for real estate taxes not yet due and payable and other taxes and assessments of any kind or nature assessed (no yet due and payable) with respect to the Subject Property;
- d) all matters reflected in any Survey caused to be completed by Seller and, subject to Buyer's rights pursuant to Section 7 below, all other matters of record; and
- e) the standard printed exceptions on the form of title insurance issued pursuant to Section 7 (except those which can be reasonably cured by affidavit prior to Closing).

7. **Title Insurance**. Buyer may at its option, procure a standard owner's policy of title insurance from Title Company insuring that title to the Subject Property is vested in Buyer upon Closing, subject to the acceptable exceptions pursuant to Section 6. Seller has delivered to Buyer a copy of the commitment for title insurance issued by Title Company that includes the Property (the "Seller's Title Commitment"). Buyer may obtain a title commitment, for title insurance from Title Company committing the Title Company to issue an owner's policy insuring title to the Subject Property in Buyer ("Buyer's Title Commitment"). The cost of Buyer's Title Commitment and Title Policy will be paid with funding provided by the Clean Ohio Funds referenced in this Agreement. In the event, there are insufficient funds available through the Clean Ohio Program to cover the cost of Buyer's Title Commitment and Title Policy, Seller shall be responsible for the cost of Buyer's Title Commitment and Title Policy at Closing. On or before April 15, 2020, Buyer shall advise Seller in writing of any exceptions in either Buyer's Title Commitment (if Buyer elects to obtain one) and/or the Seller's Title Commitment, which Buyer will require to be removed on or before Closing (such exceptions being hereafter referred to as "Impermissible Exceptions"). In the event, Seller is unable to cause the Current Owner to remove the Impermissible Exceptions on or before Closing, Buyer, in Buyer's sole discretion, may elect to: (i) terminate this Agreement in which case Buyer shall have no obligation to purchase the Subject Property and, except as otherwise specified, the parties obligations hereunder shall terminate, (ii) defer Closing until the exceptions are removed if Seller

can cause Current Owner to remove the exceptions with additional time or (iii) proceed to Closing and accept title to the Property with the Impermissible Exceptions without diminution of the purchase price. If Buyer fails to notify Seller of any Impermissible Exceptions in the time period provided herein, Buyer shall be deemed to have accepted all matters set forth in Seller's Title Commitment and, if Buyer elects to obtain it, Buyer's Title Commitment.

8. **Seller's Promise not to Further Encumber.** Seller and/or Current Owner shall not, without the prior written consent of Buyer, make any leases, contracts, options or agreements whatsoever affecting the Subject Property which would in any manner impede Seller's ability to perform hereunder and deliver title as agreed herein. Seller makes the following representations and warranties:

a. To Seller's actual knowledge with no duty of inquiry, neither Seller or Current Owner have received notice of violation of any building, zoning or public health or safety ordinance, or other law, order, regulation or requirement relating to the Subject Property (including, without limitation, those relating to environmental protection), and to Seller's actual knowledge with no duty of inquiry, no such violation exists; and to Seller's actual knowledge with no duty of inquiry, Current Owner has obtained and maintained in effect all necessary permits from applicable governmental authorities to occupy and operate the Subject Property; and

b. To Seller's actual knowledge with no duty of inquiry, the execution and delivery of this Agreement by Seller and the performance of the transaction herein contemplated by Seller will not violate the provisions of any agreement or other instrument, or any obligation to which Current Owner is a party or by which it is otherwise bound or any regulation, ordinance, decree or judgment of any court or governmental agency having jurisdiction over Current Owner or the Subject Property.

9. **Seller's Representations.** Seller makes the following representations:

a. At Closing, Seller will have the power to sell, transfer and convey marketable title including all right, title and interest in and to the Subject Property.

b. Seller represents and warrants that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. Seller's United States Taxpayer Identification Number is 23-7222333.

c. Seller and/or Current owner will not encumber, place restrictions on (without Buyer's advance written consent) or cause damage to the Subject Property.

10. **Prorations, Closing Expenses and Fees.** All real property taxes on the Property due and payable, shall be paid as of the Closing. In addition, real estate taxes on the Property which are a lien but not yet due and payable as of the Closing shall be prorated, on a per diem basis as of the date of Closing, based upon the latest available tax duplicate. All prorations shall be final. Buyer shall be responsible for paying any additional taxes, penalties and interest, including but not limited to compensatory or roll back taxes, on the Subject Property arising from the termination of a preferential tax classification of the Subject Property payable as a result of the conveyance to Seller

or Buyer. Any documentary tax or real property transfer tax arising out of the conveyance of the Subject Property shall be paid by Buyer. Buyer shall be responsible for the cost of recording the limited warranty deed from Seller. The escrow and closing fee(s) charged by Title Company shall be shared equally by Seller and Buyer. Other fees and charges not otherwise allocated in this Agreement, shall be allocated in accordance with the customary practice of Summit County, Ohio

11. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, email, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, email, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.

12. **Ingress/Egress Easement.** At or before Closing, Current Owner, Seller or Buyer (as Seller determines) agrees to execute a perpetual easement in favor of Betty N. Powers and her husband, which easement grants the grantees, their successors, heirs, and assigns, a right of ingress and egress over the driveway presently serving the Property and which driveway presently provides access to the Powers' residence. Such easement shall run with the land. Buyer, without the grantees' written approval, shall not be permitted to remove such driveway or interfere with the grantees' use of the same as the means of ingress and egress to their property.

13. **Remedies Upon Default.** In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or at law or in equity, have the right of specific performance against Seller. In the event Buyer defaults in the performance of any of Buyer's obligations under this Agreement, Seller shall, in addition to any and all other remedies provided in this Agreement, or by law or equity, have the right of specific performance against Buyer.

14. **No Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transaction contemplated by this Agreement. In the event any person asserts a claim for a broker's commission or finder's fee against one of the parties to this Agreement, the party on account of whose conduct the claim is asserted will hold the other party harmless from said claim.

15. **Time of the Essence.** Time is of the essence of this Agreement.

16. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.

17. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement and Seller and Buyer agree to reasonably cooperate with one another to carry out the intent of this Agreement.

18. **Assignment.** Neither party may assign its interests under this Agreement without the written consent of the non-assigning party.

19. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Buyer and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

21. **CAUV Discount.** Buyer will reasonably cooperate with Current Owner, to the extent possible, to accommodate a transfer of the property that results in the lowest possible CAUV recoupment. Buyer agrees to undertake its best efforts to enable Current Owner to have a directed deed from the Current Owner to Buyer at Closing, if such directed deed would reduce any CAUV recoupment.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, except with respect to any conflict of law provisions.

23. **Acceptance of Deed.** The acceptance by Buyer of the deed shall be deemed to be full performance by Seller of, and shall discharge Seller from, all obligations hereunder and Seller shall have no further liability hereunder.

24. **Risk of Loss.** Notwithstanding any applicable law or custom to the contrary, all risk or loss with respect to the Subject Property (other than a loss resulting from the willful acts of Seller) shall be borne by Buyer.

25. **Condemnation.** In the event of a taking of all or any part of the Subject Property under the power of eminent domain prior to the Closing, Buyer, in Buyer's sole discretion, shall either (i) proceed to Closing with the Purchase Price reduced by the total of any awards or other proceeds received or to be received by Seller as a result of such proceedings, or (ii) proceed to Closing with an assignment by Seller of all Seller's right, title and interest in and to any and all such awards and proceeds.

26. **Possession.** Possession of the Property shall be delivered on the date of Closing in accordance with Sections 4 and 5, free and clear of the rights or claims of any other party except as otherwise permitted in Section 6.

27. **Buyer's Representation.** Buyer represents that it has full power and authority to enter into this Agreement and the person signing this Agreement for Buyer has full power and authority to sign for Buyer and to bind it to this Agreement.

28. **Miscellaneous**. In the event that any of the deadlines set forth herein end on a Saturday, Sunday or legal holiday, such deadline shall automatically be extended to the next business day which is not a Saturday, Sunday or legal holiday. The term "business days" as may be used herein shall mean all days which are not on a Saturday, Sunday or legal holiday.

29. **Contingencies**. The parties agree that this Agreement is contingent upon the following:

a. Buyer acknowledges that Seller does not presently own the Property and that Seller's duties hereunder and Buyer's rights hereunder are both expressly contingent upon the acquisition by Seller of the Property. In the event Seller does not acquire the Property from the Current Owner, this Agreement shall terminate and neither party shall have any further obligations hereunder.

b. This Agreement and Buyer's obligations under this Agreement are subject to and contingent upon Buyer receiving verbal notice, on or before May 29, 2020 at 12:00 p.m. EST, from Ohio Public Works Commission that Buyer's disbursement package in the amount of the purchase price to acquire the Property through the Clean Ohio Conservation Fund is approved, and said funds in the amount of the purchase price are paid to the Title Agent by the Ohio Public Works Commission at Closing. In the event said verbal notice of funding is not received by Buyer or the funding is not timely paid into Escrow, and this contingency is not waived by Buyer by said date, this Agreement shall terminate and neither party shall have any further obligations hereunder.

30. **Conditions to Access to Property**. Before entering upon the Subject Property, Buyer shall notify Seller and Seller shall have obtained Current Owner's permission for Buyer to enter upon the Subject Property, which consent will not be unreasonably withheld.

IN WITNESS of the foregoing provisions the parties have executed and delivered this Agreement as of the date set forth below. The effective date (the "Effective Date") of this Agreement shall be last date of execution by both of the parties to this Agreement. If a party returns this Agreement by facsimile machine or electronic transmission, the signing party intends the copy of its printed authorized signature to be its original signature.

SELLER:

THE TRUST FOR PUBLIC LAND

By: _____

Title: _____

Date: _____

BUYER:

BATH TOWNSHIP

By: _____

Title: _____

Date: _____

Exhibit A
Legal Description of Property

The following real property located in the County of Summit, State of Ohio, legally described as follows:

PARCEL #1: (56.58 acres)

Situated in the Township of Bath, County of Summit and State of Ohio:

And known as being part of original Township Lot 4, being more completely described as follows:

1. Beginning at the northeast corner of original Township Lot 4; thence South $00^{\circ}-06'-20''$ West, a distance of 2384.15 feet to an iron pipe monument marking the southeast corner of original Lot 4;

The following four courses are along lands belonging to, or formerly belonging to R. C. Firestone Company.

1. Thence South $89^{\circ}-30'-00''$ West, a distance of 465.66 feet;
2. Thence North $00^{\circ}-55'-00''$ East, a distance of 590.34 feet;
3. Thence South $89^{\circ}-30'-00''$ West, a distance of 1328.60 feet;
4. Thence North $00^{\circ}-55'-00''$ East, a distance of 1358.88 feet.
5. Thence North $89^{\circ}-32'-00''$ East along the south line of land belonging to, or formerly belonging to J. P. & B. N. Powers, a distance of 356.98 feet.

The following three courses are along the east line of land belonging to, or formerly belonging to, J. P. & B. N. Powers.

1. Thence North $02^{\circ}-42'-00''$ East, a distance of 173.53 feet;
2. Thence North $40^{\circ}-11'-00''$ West, a distance of 246.92 feet;
3. Thence North $00^{\circ}-55'-00''$ East, a distance of 74.77 feet to the centerline of Everett Road, C. H. 47, 60 feet wide.
4. Thence along said centerline North $89^{\circ}-32'-00''$ East, a distance of

428.12 feet;

5. Thence South 00°-55'-00" West, along the west line of land belonging to, or formerly belonging to, J. A. Friery, a distance of 500.00 feet.
6. Thence North 89°-32'-00" East along the south line of lands belonging to, or formerly belonging to, J. A. Friery, A. M. Fletcher, a distance of 275.00 feet;
7. Thence South 00°-55'-00" West along the west line of land belonging to, or formerly belonging to, Burkett, a distance of 589.00 feet;
8. Thence along the south line of Burkett's land, a distance of 200.00 feet;
9. Thence North 89°-28'-34" East along the south line of land belonging to, or formerly belonging to W. G. Lemmon, a distance of 473.11 feet;
10. Thence North 00°-02'-54" East along the east line of land belonging to, or formerly belonging to W. G. Lemmon, a distance of 1086.85 feet to the centerline of Everett Road;
11. Thence North 89°-39'-39" East along the centerline of Everett Road, a distance of 200.13 feet to the place of beginning, and contains 56.58 acres, more or less.

This description is based on surveys by D. T. Kingsley dated 1964, and a survey by Lawrence L. Butterworth dated 1991. The meridian is referenced in D. T. Kingsley's Surveys.

Permanent Parcel No. BA-00002-01-004-000. PM: 04-06032

PARCEL #2: (22.55 acres)

Situated in the Township of Bath, County of Summit and State of Ohio:

And being known as beginning at the Southwest corner of the said original Lot 5 in the said Bath Township; Thence North 02°-00'-00" East along the West line of the said original Lot 5, a distance of 565.02 feet to an iron pin set in the Northwest corner of lands now or formerly belonging to J. K. and R. M. Buckley as recorded in Volume 1348, Page 220, of the Summit County Record of Deeds, said iron pin being the Southwest corner and the true place of beginning of the parcel herein described; thence continuing North 02°-00'-00" East along the said West line of

original Lot 5, a distance of 455.00 feet to an iron pin set in the Northwest corner of the parcel herein described, said iron pin also being the Southwest corner of lands now or formerly belonging to I. Shaw as recorded in Volume 3891, Page 251, of the Summit County Record of Deeds; thence South 88°-00'-00" East along the South line of the said Shaw lands, a distance of 2044.57 feet to an iron pin; thence South 10°-04'-00" East along a line parallel to the original centerline of the Cleveland-Massillon Road (C.H. 17), a distance of 403.92 feet to an iron pin; thence South 88°-00'-00" East along a line parallel to the South line of the said Shaw lands, a distance of 505.67 feet to a point set in the centerline of the Cleveland-Massillon Road, said point being the Northeast corner of the parcel herein described, passing over an iron pin set North 88°-00'-00" West 30.00 feet from the said Northeast corner; thence South 10°-04'-00" East along the original centerline of the said Cleveland-Massillon Road, a distance of 61.36 feet to a point, said point being the Southeast corner of the land herein described and the Northeast corner of the said Buckley lands; thence North 88°-00'-00" West along the North line of the said Buckley lands, a distance of 2647.51 feet to the Northwest corner of the said Buckley lands and the true place of beginning of the parcel herein described.

Containing 22.550 acres of land, more or less, as surveyed by Anthony S. Jordan, Registered Surveyor #4256, September, 1965.

Permanent Parcel No. BA-00002-01-004-000. PM: 04-6032.