



Board of Trustees Meeting

Monday, April 6, 2020 at 7:00 p.m.

Please silence cell phones and electronics

MEETING INFORMATION:

The public may dial in or download the GoTo meeting app to access the Board of Trustee meeting with the following credentials:

- <https://global.gotomeeting.com/join/138465317>
- United States: + 1 (872) 240-3212
- Access Code: 138-465-317

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 2020-00470 through 2020-00651 and payments totaling \$219,885.47. **Roll Call.**
2. Financial statements for Huntington bank accounts have been reviewed through the month of March.
3. The 2019 fiscal year audit has begun by the Auditor of State's office. Both township employees and AOS staff are working remotely at this time.
4. Resolution 2020-18 Organizational Amendment 01
5. Correspondence, Board, Commission, and Committee log are available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Motion to hire Morgan Tropf as a part-time Communication Specialist, at a rate of \$18.94/hour, subject to the rules and regulations of Bath Township, with a one-year probationary period. Her date of hire is effective April 6, 2020.
2. Motion to approve a license agreement with Arrow Media in response to a public records request for criminal case information.

Fire Chief Robert Campbell

Report / Recommendations

1. Motion to appointment Trent Ware to full-time Fire/Medic, at the applicable rate in the current CBA, effective April 13, 2020.
2. Motion to approve the contract renewal with Priority Dispatch for EMD services and support, in the amount of \$2,625, for a three-year contract.

Service Director Caine Collins

Report / Recommendations

1. Motion to pay \$18,783.00 to Mobilesite Mechanical for the BCB water heater replacements.

Park Director/Assistant Service Director Alan Garner
Report / Recommendations

Planning Director / Zoning Inspector William Funk
Report / Recommendations

1. Motion to extend the solid waste contract with Rumpke Waste for the optional 5th year, in accordance with the terms of the continuation agreement.
2. Motion to contract with Rumpke Waste for residential billing of the trash and recycling contract from July 1, 2020 through June 30, 2021.

Administrator Vito F. Sinopoli
Report / Recommendations

1. Resolution 2020-19 Emergency Declaration
2. Resolution 2020-20 Summit County COVID-19 Small Business Emergency Relief Grant Program

TRUSTEES Elaina Goodrich, James Nelson, and Becky Corbett

1. Letter of commendation for Chief Sinopoli and Captain Brown.
2. Recognition to Chief Campbell on his efforts during the COVID-19 pandemic.
3. Recognition to Administrative staff.

FUTURE TRUSTEE MEETINGS AND EVENTS

Board of Trustees – Work Sessions

Monday's at 9:30 am

<https://global.gotomeeting.com/join/116509221>

United States: +1 (312) 757-3121

Access Code: 116-509-221

Appearance Review Commission

Monday, April 6th at 5:00 PM

<https://global.gotomeeting.com/join/233136365>

United States: +1 (646) 749-3122

Access Code: 233-136-365

Board of Zoning Appeals

Tuesday, April 21st at 7:00 PM

<https://global.gotomeeting.com/join/222156949>

United States: +1 (646) 749-3122

Access Code: 222-156-949

Zoning Commission

Thursday, April 9, 2020 at 7:00 PM

<https://global.gotomeeting.com/join/177148901>

United States: +1 (872) 240-3412

Access Code: 177-148-901

COMMUNITY EVENTS

Monday, May 25, 2020

Memorial Day Observance, BMP

12:00 PM

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

BATH TOWNSHIP BOARD OF TRUSTEES

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

Mrs. Corbett introduced the following resolution and moved its adoption:

**BATH TOWNSHIP RESOLUTION 2020-18 AMENDMENT 01
TO AMEND THE 2020 ORGANIZATIONAL RESOLUTION/PERSONNEL POLICY
HANDBOOK**

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

WHEREAS, the Bath Township Board of Trustees adopted the 2020 Organization Resolution, Personnel Policy Manual, and Job Description Manual to take effect January 1, 2020; and,

WHEREAS, after review the Fiscal Officer has decided to revise and update the 2020 Organization Resolution and Personnel Policy Manual to amend the following information as follows:

1. The purpose of this policy is to communicate the law established under the Families First Coronavirus Response Act (FFCRA), in response to the COVID-19 pandemic currently happening in the local community, state, nation and world. This policy will aid Bath Township employees to understand their rights under this law. This policy and law are temporary, as they take effect on April 1, 2020, and will expire on December 31, 2020.
2. Full policy amendment provided in the Resolution attachment.

NOW THEREFORE BE IT RESOLVED, that the Bath Township Board of Trustees amends the 2020 Organizational Resolution and Personnel Policy Manual to include the updated information in the Resolution attachment.

Mrs. Goodrich seconded the amendment; and the Fiscal Officer called the Roll:

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

Resolution Adopted

Sharon Troike, Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice-President
Bath Township Board of Trustees

April 6, 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 April 6, 2020.

FAMILIES FIRST CORONAVIRUS RESPONSE ACT POLICY

FAMILY AND MEDICAL LEAVE EXPANSION AND EMERGENCY SICK LEAVE

The purpose of this policy is to communicate the law established under the Families First Coronavirus Response Act (FFCRA), in response to the COVID-19 pandemic currently happening in the local community, state, nation and world. This policy will aid Bath Township employees to understand their rights under this law. This policy and law are temporary, as they take effect on April 1, 2020, and will expire on December 31, 2020.

I. Emergency Family and Medical Leave Expansion

- A. Employees may qualify for Emergency Family and Medical Leave Expansion (EFMLE). Eligible employees are entitled to up to twelve (12) weeks of EFMLE leave for a qualifying need related to the COVID-19 public health emergency, provided the employee has not exhausted Traditional FMLA prior to the need for EFMLE leave. Employees who have used a portion of their traditional FMLA leave, yet have a balance remaining, may use the remainder for either traditional FMLA eligible purposes or EFMLE eligible purposes. Traditional Family and Medical Leave will continue to remain available to all employees otherwise entitled to such leave, unpaid and under existing Employer policy, and its provisions are only changed herein insofar as the application of this policy. To be eligible for EFMLE:
- B. An employee becomes eligible for public health emergency leave after being employed for at least 30 calendar days by the Employer.
- C. EFMLAE leave will only be available if an employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
- D. EFMLAE leave will consist of unpaid leave for the first ten (10) days. An employee may elect to substitute any accrued vacation leave, personal leave, compensatory time or Emergency Sick Leave pursuant to Section II for unpaid leave during the first ten (10) days of public health emergency leave.
- E. After the first ten (10) days of EFMLAE leave, the Employer shall provide paid leave for each day of public health emergency leave remaining of the employee's overall FMLA entitlement that an employee takes after taking leave under such section for the ten (10) days.
 - 1. Full Time Employees. The amount of pay that an eligible full-time employee may receive, as provided in the previous paragraph, will be calculated based on an amount that is not less than two-thirds (2/3) of an employee's regular rate of pay; and the number of hours the employee would otherwise be normally scheduled to work.

2. Part Time Employees. The amount of pay that an eligible part-time employee or employees with varying schedules may receive will be calculated based upon an amount that is not less than two-thirds (2/3) of an employee's regular rate of pay and the number of hours the employee would otherwise be normally scheduled to work.

To the extent that the Employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken public health emergency leave or other leave, the Employer shall use the following in place of such number:

- a. If the employee worked over the past six (6) months, a number equal to the average number of hours that the employee was scheduled per day over the six (6) month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
 - b. If the employee did not work over the past six (6) months, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.³
3. Regardless of whether the employee is full-time, part-time, seasonal, or otherwise, in no event shall any pay in this policy for public health emergency leave exceed \$200 per day and \$10,000 in the aggregate.

- F. In any case where an employee has the necessity for public health emergency leave and the need is foreseeable, an employee shall provide the Employer with such notice of leave as soon as is practicable. The Employer will provide a form for such request that the employee must fill and return to the Employer as soon as is practicable. A failure to provide practicable notice may result in the employee being absent without approved leave.

G. **Special Rule for Emergency Responders**

An Employer of an employee who is a health care provider or an emergency responder may elect to exclude such employee from the application of the provisions in the amendments made under of section 3102 of the Act. The definitions for emergency responder can be found in the definitions section below in paragraphs 4.

The Employer has elected, pursuant to the Family and Medical Leave Expansion Act and in the best interests of the citizens of Bath Township, to exclude health care providers and emergency responders from the application of the new public health emergency leave. Thus, any such employees are excluded from receiving these additional leave public health emergency leave provisions. Please discuss any leaves that may be available with the Township Administrator if you meet the definition of a health care provider or an emergency responder.

- H. Under the Family and Medical Leave Expansion Act, the requirements that an Employer restore an employee who returns from FMLA leave to his or her position or an equivalent one do not apply to Employers with fewer than 25 employees if certain conditions are met:

1. the employee takes public health emergency leave;
 2. the employee's position no longer exists due to economic conditions or other changes in the Employer's operating conditions that affect employment and are caused by the COVID-19/Coronavirus emergency;
 3. the Employer makes reasonable efforts to restore the employee to an equivalent position; **and**
 4. if the Employer cannot restore the employee to an equivalent position, the Employer makes reasonable efforts to contact the employee if an equivalent position becomes available during the "contact period." The "contact period" is one year from either (a) the date public health emergency leave ends, or (b) the date that is 12 weeks after public health emergency leave starts, whichever is earlier
- I. Employees who exhaust their EFMLAE and are still not able to return to work, should contact their supervisor as soon as possible, so that other possible options can be discussed and considered.

II. EMERGENCY PAID SICK LEAVE ACT LEAVE

- A. The Employer's Sick Leave Policy is hereby amended to include Emergency Paid Sick Leave to eligible employees who are unable to work or telework, due to a need for leave because
1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
 2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 4. The employee is caring for an individual who is subject to an order as described in subparagraph (1) or has been advised as described in paragraph (2).
 5. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.
 6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
- B. Special Rule for Health Care Providers and Emergency Responders

There is an exception that an Employer of an employee who is a health care provider or an emergency responder may elect to exclude such employees from the application of this subsection regarding Emergency Paid Sick Leave. The definitions for health care provider and emergency responder can be found in the definitions section below in paragraphs 4 and 5.

The Employer has elected, pursuant to the Emergency Paid Sick Leave Act and in the best interests of the citizens of Bath Township, to exclude health care providers and emergency responders from the application of the new public health emergency leave. Thus, any such employees are excluded from receiving these additional leave public health emergency leave provisions. Please discuss any leaves that may be available with the Township Administrator if you meet the definition of health care provider or emergency responder.

- C. Amount of Leave. Full-time employees are entitled to emergency paid sick leave for two weeks [up to eighty (80) hours.] Part-time employees are entitled to a number of hours equal to the number of hours that such employee works, on average, over a two (2) week period. Emergency Paid Sick Leave is available for immediate use by the employee regardless of how long the employee has been employed by an Employer.

Emergency paid sick leave under this policy will be in addition to any accrued sick leave already accrued by an employee, and the use of emergency paid sick leave will not be deducted from an employee's existing sick leave accrual.

- D. Calculation of Payment. Payment for Emergency Paid Sick Leave will be calculated pursuant to paragraph E below.

For full-time employees, emergency paid sick leave will be calculated based upon the number of hours the employee would otherwise be normally scheduled to work at the employee's regular rate of pay.

For part-time employees, paid leave will be calculated based upon the number of hours the employee would otherwise be normally scheduled to work at the employee's regular rate of pay. For part-time employees or employees with varying schedules, and to the extent that the Employer is unable to determine with certainty the number of hours the employee would have worked if such employee had not taken public health emergency leave or other leave, the Employer shall use the following in place of such number:

1. If the employee worked during the past six (6) months, a number equal to the average number of hours that the employee was scheduled per day over the six (6) month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
2. If the employee did not work over the past six (6) months, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

- E. Amount of Payment. With respect to any Emergency Paid Sick Leave provided for any use described in subsections A 1, 2, or 3 referenced above in this policy, the employee shall

receive full pay. With respect to any Emergency Paid Sick Leave provided for any use described in subsections A 4, 5, or 6 referenced above in this policy, the employee's required compensation under this subparagraph shall be two-thirds (2/3) of the amount described in Sections D of this policy.

Regardless of the employee's full or part-time status, in no event shall such paid sick time exceed:

1. \$511 per day and \$5,110 in the aggregate for a use described in subsections A 1, 2, or 3 as referenced above regarding qualifying reasons for emergency sick leave; and
 2. \$200 per day and \$2,000 in the aggregate for a use described in A 4, 5, or 6 as referenced above regarding qualifying reasons for emergency sick leave.
- E. An employee may first use the Emergency Paid Sick Leave provided under this policy for the purposes described in this policy, and the employee is not required to use other paid leave before using the Emergency Paid Sick Leave. An employee may elect to supplement the 2/3 rate of pay with any accrued vacation leave, personal leave, compensatory time, or sick leave, as applicable, in order to receive full pay. [Note: Sick Leave is not applicable for reason #5]
- F. Emergency Paid Sick Leave shall end beginning with the employee's next scheduled shift immediately following the termination of the necessity for the leave or after two (2) weeks, whichever is sooner.
- G. Any employee requesting Emergency Paid Sick Leave shall provide notice to the Employer as soon as is practicable that the employee requires the need for leave. The Employer will provide a form for the employee to complete designating the request for leave, and the type of leave to be requested. A failure to provide practicable notice may result in the employee being absent without approved leave.
- I. Emergency Paid Sick Leave under this section shall not carry over from one year to the next.
- J. After the first workday (or portion thereof) an employee receives Emergency Paid Sick Leave, the Employer will require the employee to follow reasonable notice procedures in order to continue receiving such paid sick leave.

DEFINITIONS

1. “Child care provider” means a provider who receives compensation for providing child care services on a regular basis.
2. “Eligible Employee” means an employee who has been employed for at least 30 calendar days by the Employer with respect to whom leave is requested.
3. “Employer” means any public sector agency or any private sector entity with fewer than five hundred employees.
4. “Emergency Responder” means an employee who is necessary for the provision of transport, care, health care, comfort, and nutrition of such patients, or whose services are otherwise needed to limit the spread of COVID-19. This includes but is not limited to military or national guard, law enforcement officers, correctional institution personnel, fire fighters, emergency medical services personnel, physicians, nurses, public health personnel, emergency medical technicians, paramedics, emergency management personnel, 911 operators, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility. This also includes any individual that the highest official of a state or territory, including the District of Columbia, determines is an emergency responder necessary for that state’s or territory’s or the District of Columbia’s response to COVID-19.
5. “Public Health Emergency” means an emergency with respect to COVID–19 declared by a Federal, State, or local authority.
6. “Public Health Emergency Leave” means a particular type of Family and Medical Leave that is in part unpaid and paid that qualified employees may utilize in response to the COVID-19/Coronavirus pandemic.
7. “Qualifying need related to a public health emergency” means that, for the purposes of the Family and Medical Leave Expansion Act, the employee is unable to work (or telework) due to a need for leave to care for the son or daughter under 18 years of age of such employee if the school or place of care has been closed, or the child care provider of such son or daughter is unavailable, due to a public health emergency.
8. “School” means an elementary school or secondary school as such terms are defined in section 8101 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801).

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

Dates:

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
3-23-20	Gerry and Gayle Flinn	Opposition to the Yellow Creek Conservancy District	Board of Trustees
3-23-20	Heffler Claims Group	First Energy Solutions Bankruptcy Case	Administrator
3-23-20	Kent Whitehead	Proposed Acquisition of the Lemmon Property/North Fork Yellow Creek Preserve	Administrator

BOARD, COMMISSION, AND COMMITTEE LOG

RECEIVED FROM

Chief of Police Report April 6, 2020

Trainings:

Captain Brown, Detective Gabel and Officer Reilly attended *Gathering Intelligence for Tactical Investigations Through Online Services* March 10, 2020

Officer Young attended the *2020 Medicolegal Death Investigation Basic Training* course March 9-11, 2020

Communication Specialist Tayerle attended *First Line Supervision* March 9-13, 2020

Communication Specialist Baker and Officer Houser attended *Developing a Safety Town in Your Community* March 12, 2020

Other Accomplishments:

Det. Lt. Munsey received his Certified Law Enforcement Executive Program recertification letter. Less than 500 police supervisors in the State of Ohio have completed the 14-month program and maintain current certification. Congratulations to Det. Lt. Munsey for this accomplishment.

Department Highlights:

Chief Sinopoli was able to present to St. Hilary middle-school students on March 10, 2020.

Officer Klein began full-time status on March 22, 2020. He is assigned to a swing shift which includes day and afternoon shifts.

A very generous donation from Lowe's Home Improvement Center was received March 30, 2020 that included a supply of paper towels and cleaners to assist our officers in cleaning up the interior surfaces of the PD cruisers at the beginning and end of each shift.

Statistics:

March statistics reflect a significant increase in Community Policing. Typically, Community Policing accounts for 50% of our officers calls; this month it averaged 70% of calls for service. Our officers were also diligent in traffic stops, crashes, and complaints.

Recommendations:

1. Motion to hire Morgan Tropf as a part-time Communication Specialist, at a rate of \$18.94/hour, subject to the rules and regulations of Bath Township, with a one-year probationary period. Her date of hire is effective April 6, 2020.
2. Motion to approve a license agreement with Arrow Media in response to a public records request for criminal case information.

Statistics

All Calls for Service: 1359 [100%]

Community Policing: 948 [70%]

Traffic Stops: 58 [4%]

Traffic Accidents: 25 [2%]

Alarm Drops: 50 [4%]

All other calls for service: 278 [20%]

Robbery-0

Sexual Assault-0

Burglary-0

Booking Charges

OVI: 8

Theft: 7



Car 18 – Ford Explorer



Car 9 - Tahoe

To: Bath Township Trustees
Bath Administrator: Vito Sinopoli

From: Robert Campbell, Fire Chief

Date: April 6, 2020

MARCH 2020 CALLS

Station #1	Fire-18	EMS -49	Total -67
Station #2	Fire-10	EMS -33	Total -43
Both Stations	Fire-08	EMS -08	Total -16
Totals	Fire-36	EMS -90	Total -126

Total Transports =58

Mutual Aid Given =8

Mutual Aid Received =1

Automatic Aid Given =5

Automatic Aid Received =3

Yearly Total: 360 Total Calls

FIRE: 115

EMS: 245

MARCH TRAINING:	HOURS
Public Education Certification	8
Trainee Practical Evaluation	1.5
General Driver Training	2
Emergency Medical Services	2
County Drill	3.5
Trench Rescue	4
TOTAL TRAINING HOURS	21

MARCH INSPECTIONS

Plan Review	1
Re-Inspection	11
Restaurant	1
General Inspection Alarm/Sprinkler	16
Day Care/Pre School	1
Home Inspections	2
Consultation-Fire Alarm	4
TOTAL INSPECTION	36

REPORTS:

Personal protective equipment donations.

RECOMMENDATIONS:

1. Recommend the appointment of Trent Ware to full time Fire/Medic at the applicable rate in the current CBA effective 4/13/2020.

2. Recommendation to approve the contract renewal with Priority Dispatch for EMD services and support.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 4/6/2020 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 Report:

Service Crew Monthly Report for March

Resident Service Requests received:	12
Resident Service Requests resolved:	5
Township Service Requests received:	5
Township Service Requests resolved:	4

Snow & Ice Report March

Regular hours spent:	36
O.T. hours spent:	17.5
Total hours spent:	53.5
Approx. Salt tons used:	20
Brine gallons used:	150

Miscellaneous: Vehicle/Plow Truck Maintenance/Repairs; Shop, Buildings, and Grounds Maintenance/Repairs; Cemetery Maintenance and Burial Assistance; Roadway Tree Trimming, Removal, and Clean-Up; Dead Animal Removal from Township Roadways; Salted and Plowed Township Roadways; Snow Removal/Salted Township Parking Lots and Sidewalk; Address Markers Installed; Street Sign and Mailbox Repairs; Pothole Repairs; Continuous Cleaning/Sanitizing of Shop/Trucks.

Training: All Seminars and Workshops that were scheduled in March have been canceled.

Concrete Panel Replacement

- Perrin Asphalt: \$119,970.00
- Engineering Estimate: \$136,150.00

405 Motorpave w/Chip Seal

Sourek Ext, Rotunda Ave., Ghent Hills Rd., Ranchwood Rd., Ranchwood Spur

- Engineering Estimate: \$525,343.50
- Melway Paving: \$433,845.00

448 Hot-Mix Asphalt:

BCB Parking Lot

- Engineering Estimate: \$91,101.00
- Karvo Companies: \$74,765.00
-

Roads: Mackinaw Ave., Caledonia Ave

- Engineering Estimate: \$59,325.00
- Karvo Companies: \$51,760.85

Crack Sealing:

- Awaiting Bid Results

Cemetery Report:

Moore's Chapel Cemetery: 2 Cremation Burials

Recommendations by the Service Director:

Recommendation to pay \$18,783.00 to Mobilesite Mechanical for the BCB Water Heater Replacements.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner
AGENDA FOR THE TRUSTEE MEETING 4-6-2020

General Park Information:

In light of the COVID-19 pandemic, the Park Division has made some changes to access and available services. Parks and trails are open, but restrooms, tennis and basketball courts, and playgrounds are closed. Soccer and football fields have limited access; the fields are available for small groups (i.e.; families playing catch or soccer). The shelters at the Bath Community Park are open, but we are not taking any reservations at this time. Additionally, Bath Baseball Park, which was scheduled to open on April 1, will remain closed until April 30. Please remember that the CDC is recommending limiting groups, in close proximity, of no more than 10 people. During this unprecedented time, please observe the CDC's minimum recommended social distancing of 6' for other persons at all times. We empathize with the challenges this is causing everyone. We will continue to monitor the situation, while following local and state guidelines, to ensure everyone remains safe and healthy.

Park personnel checked and inspected all the trails.

Park personnel performed routine visual inspections on all playgrounds.

Park personnel placed all trash cans, picnic tables, nets, and benches throughout the parks.

Park personnel started the spring clean-up in the parks.

Bath Baseball Park:

Park personnel have begun the field maintenance of the infields for the upcoming 2020 baseball/softball season.

Bath Community Park:

Park personnel have been working on sections of the North King Trail.

Bath Hill Park:

Park personnel have been working on sections of the Revere Woods Trail.

Bath Nature Preserve:

Pugh Well Drilling & Pump Co. Inc., completed the installation of the new water supply system for the University of Akron Field Station and 1581 Hickory Farm Lane.

Recommendations:

No recommendations at this time.

COVID-19 Park Update

- Parks and trails are open, but restrooms, tennis courts and basketball courts, and playgrounds are closed.
- The soccer and football fields have limited access; the fields are available for small groups, (i.e.; families playing catch or soccer) are permitted.
- The shelters at the Bath Community Park are open, but we are not taking any reservations at this time.
- Additionally, Bath Baseball Park, which was scheduled to open on April 1, will remain closed until April 30.
- Please remember that the CDC is recommending limiting groups, in close proximity, of no more than 10 people. During this unprecedented time, please observe the CDC's minimum recommended social distancing of 6' for other persons at all times. We empathize with the challenges this is causing everyone. We will continue to monitor the situation, while following local and state guidelines, to ensure everyone remains safe and healthy.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant
From: William Funk Planning Director/Zoning Inspector
Date: March 31, 2020
Re: Zoning Report for the month of March

PERMITS

During the month 13 zoning permits were issued in the following categories:

- Accessory Structure 6
- Swimming Pool 2
- Commercial Addition 1
- Fence 1
- Sign 1
- Business Use 1
- Subdivision 1

ZONING COMMISSION

The Zoning Commission did not have a work session in March.

APPEARANCE REVIEW COMMISSION

March 2, 2020, the Appearance Review Commission reviewed the following cases:

- ARC 20-01, Chris Rojas for Blue Heron Dentistry, recommended to approve the sign design for a new monument sign for Blue Heron Dentistry at 4645 Medina Rd., located in the B-4 Business District.
- ARC 20-02, Alan Garner for Bath Township Parks, recommended to approve the proposed new restroom unit for Bath Community Park at 1615 N. Cleveland Massillon Rd., located in the R-2 Residential District.
- ARC 20-03, Kevin Wietecha for Silver Eagle Commons, recommended to deny the installed monument sign for Silver Eagle Commons at 537 N. Cleveland Massillon Rd., located in the B-1 Business District.
- ARC 20-04, Alan Garner for Bath Township Parks, recommended to approve the proposed new restroom unit for Bath Community Park at 1615 N. Cleveland Massillon Rd., located in the R-2 Residential District.
- ARC 20-05, John Owen for Yellow Creek Animal Hospital, recommended to approve the new monument sign for Yellow Creek Animal Hospital at 799 Wye Rd., located in the B-5 Business District.

BOARD OF ZONING APPEALS

March 17, 2020, the Board of Zoning Appeals heard the following cases:

- BZA 20-03, Chris Rojas for Blue Heron Dentistry, tabled the variance request to exceed the height and to encroach upon the right of way setback for a monument sign for Blue Heron Dentistry at 4645 Medina Rd., located in the B-4 Business District.
- BZA 20-04, Alan Garner for Bath Township Parks, approved the variance request to exceed the allowed square footage for an accessory structure for the new restroom unit at the Bath Community Park at 1615 N. Cleveland Massillon Rd., located in the R-2 Residential District.

- BZA 20-05, Kevin Wietecha for Silver Eagle Commons, tabled the variance request to exceed the allowed square footage and permitted height for a monument sign for Silver Eagle Commons at 537 N. Cleveland Massillon Rd., located in the B-1 Business District.
- BZA 20-06, Tim Franklin, approved a variance for a reduction in the required setback from the principal building for a swimming pool at 3433 W. Bath Rd., located in the R-2 Residential District.
- BZA 20-07, Alan Garner for Bath Township Parks, approved the variance request to exceed the allowed square footage for an accessory structure for the new storage sheds at the Bath Baseball Park at 4600 Everett Rd., located in the R-2 Residential District.
- BZA 20-08, Chad Waibel for Ray Slattery, approved a variance for a reduction in the side yard setback for an accessory structure at 3945 Clover Hill Rd., located in the R-2 Residential District.

SOLID WASTE

- New Customers 11
- Canceled Customers 10
- Vacation Customers 69
- Total Customers 3,276 (212 Garage Door Customers)

Rumpke is currently maintaining normal customer service through the COVID-19 pandemic.

Bath Township utilizes GPS Insight to track our trash trucks.

Online bill payments for Solid Waste are available through Bath Township’s Website on the Solid Waste Page.

Simple Recycling collected 2,710 lbs. of textile recycling products in the month of February.
Simple Recycling has suspended collection operations temporarily due the COVID-19 orders.

MISCELLANEOUS

- None

RECOMMENDATIONS

- Recommendation to extend the solid waste contract with Rumpke Waste for the optional 5th year in accordance with the terms of the continuation agreement.
- Recommendation to contract with Rumpke Waste for residential billing of the trash and recycling contract from July 1, 2020 through June 30, 2021.

Administrator Report April 6, 2020

Report:

The Summit County Engineer's Office has confirmed a delay in the traffic project at Ghent and Cleveland Massillon until April 13, 2020. Relocation of additional utilities near the intersection has caused the delay, but it's hoped work will begin very soon. The work will involve the reconstruction of the intersection to a "T" intersection and the addition of turn lanes on southbound Cleveland Massillon to southbound Ghent Rd. Tri-Mor Construction is the contractor scheduled to perform the work.

As a reminder, Rumpke will continue normal trash and recycling pick up for customers during the emergency period. However, Simple Recycling for textile recycling has been suspended indefinitely.

Bath Township continues to manage the COVID crisis through limiting public access to township facilities and transitioning to virtual trustee meetings, as well as meetings of township boards and commissions. We appreciate everyone's assistance during this challenging time and remain committed to ensuring continuity of important township services.

Recommendations

1. Resolution 2020-19 Emergency Declaration
2. Resolution 2020-20 Summit County COVID-19 Small Business Emergency Relief Grant Program

BATH TOWNSHIP BOARD OF TRUSTEES

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

Mrs. Goodrich presented the following Resolution and moved its adoption:

**RESOLUTION 2020-19
A RESOLUTION AUTHORIZING A
DISASTER EMERGENCY DECLARATION**

WHEREAS, Governor Mike DeWine has issued Executive Order 2020-01D, declaring a State of Emergency in the State of Ohio as a necessary state-wide preventative and proactive measure to slow the spread of COVID-19; and

WHEREAS, the Director of the Ohio Department of Health has issued state-wide Orders limiting or prohibiting gatherings and the closure of certain venues and businesses; and

WHEREAS, the spread of COVID-19 within Bath Township would threaten to strain Township resources and threaten the health, safety and welfare of the citizens of Bath Township; and

WHEREAS, the Bath Township Board of Trustees intends to protect the township residents through this Declaration; and

WHEREAS, Ohio Revised Code 505.032 allows the Board of Trustees to assign to the Township Administrator certain duties under the Board's control; and

WHEREAS, emergency management measures may be required to expedite actions deemed necessary to reduce the local severity of a significant event which would seriously affect the health, safety and welfare of a substantial number of Township residents or preclude the operation or use of public facilities and services.

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

1. The Board of Trustees hereby declare a state of emergency in Bath Township
2. The Board of Trustees hereby authorizes the Township Administrator to issue such administrative Orders as are appropriate to effect to this Resolution, including the tolling of specific Township deadlines.
3. The State of Emergency shall continue until such Emergency no longer exists as determined by the Ohio Department of Health or the Township Board of Trustees

Second by Mrs. Corbett; discussion and roll called:

Mrs. Goodrich, **Aye**

Mr. Nelson, **Aye**

Mrs. Corbett, **Aye**

Resolution Adopted

James N. Nelson, President
Bath Township Board of Trustees

Sharon Troike, Fiscal Officer

Becky Corbett, Vice-President
Bath Township Board of Trustees

April 6, 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 April 6, 2020.

BATH TOWNSHIP BOARD OF TRUSTEES

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

Mrs. Corbett introduced the following resolution and moved its adoption:

BATH TOWNSHIP RESOLUTION 2020-20

TO EXECUTE A GRANT AGREEMENT WITH THE GREATER AKRON CHAMBER OF COMMERCE FOR THE SUMMIT COUNTY COVID-19 SMALL BUSINESS EMERGENCY RELIEF GRANT PROGRAM

WHEREAS, the Board of Trustees recognizes the severe impact the COVID-19 pandemic has had on small businesses within the township; and

WHEREAS, the Board of Trustees wishes to alleviate the impact by participating in the Summit County COVID-19 Small Business Emergency Relief Grant program; and

WHEREAS, the desire to participate in the Summit County COVID-19 Small Business Emergency Relief Grant program will require the execution of a grant agreement between Bath Township (the "Grantor") and the Greater Akron Chamber of Commerce (the "Grantee"); and

WHEREAS, the "Grantee" will manage the Summit County COVID-19 Small Business Emergency Relief Grant Program (the "Program") pursuant to the guidelines set forth in Exhibit A; and

WHEREAS, the "Grantor" has duly authorized a grant to the "Grantee" in an amount not to exceed \$25,000.00 and subject to the following terms and conditions:

1. **PURPOSE** – The GRANTOR agrees to pay to the GRANTEE an amount not to exceed \$25,000 for the GRANTEE to make grants under the Program pursuant to the Guidelines. The GRANTEE agrees that all funds received pursuant to this GRANT AGREEMENT shall be distributed to eligible small businesses in accordance with the Guidelines, or returned to the GRANTOR due to lack of disbursement as set forth herein. Additionally, the GRANTOR hereby provides the following specific direction for the use of its funds:
 - a. Maximum amount of any single grant to a business: \$5,000 (not less than \$5,000)
 - b. Geographic area where businesses receiving grants must be located: Bath Township and Montrose-area.
 - c. Amount of grant funds allocated to the SBA Loan-Approved Fund: \$25,000.00
 - d. Amount of grant funds allocated to the SBA Loan-Non-Approved Fund: \$0.00
2. **TERMINATION; RECOUPMENT.** – Upon the breach of any term of this Grant Agreement by the GRANTEE or upon mismanagement of the grant funds or any misfeasance or malfeasance by the GRANTEE, which shall be determined in the GRANTOR'S sole discretion, the GRANTOR has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the GRANTOR that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the GRANTEE; or take all other actions available under Ohio law. Additionally, this Grant Agreement shall terminate as of December 31, 2020, and all grant funds that have not been disbursed by the GRANTEE to eligible small businesses by that date will be repaid by the GRANTEE to the GRANTOR no later than January 31, 2021.
3. **DISSOLUTION.** – If for any reason, the GRANTEE is ever dissolved, the GRANTOR has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the GRANTOR remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.
4. **NON-DISCRIMINATION.** – The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and local non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.
5. **WORKERS' COMPENSATION.** – The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

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 April 6, 2020.

6. **ACCOUNTABILITY FOR GRANT PROPERTY.** –The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement.
7. **PAYMENTS**—The GRANTOR will pay GRANTEE an amount not to exceed \$25,000 upon the execution of this Grant Agreement.
8. **REPORTS AND RECORDS.** – The GRANTEE agrees to maintain and provide to the GRANTOR upon demand the following reports and records:
 - a. Accounting and fiscal records adequate to allow the GRANTOR and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
 - b. Other records and reports as required by the GRANTOR to enable it to comply with local, state, and federal statutes and regulations.
 - c. The GRANTEE shall maintain all records related to this Grant Agreement and the administration of the program for 3 years after the GRANTOR makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 3-year period, whichever is later.
 - d. Performance reports which include information regarding actual accomplishments established during the grant period and other pertinent information. Such report shall be in the form required by the GRANTOR.
 - e. Final report of grant closeout.
 - f. The GRANTOR shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.
9. **FEDERAL, STATE AND LOCAL LAWS.** – The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions, ordinances, rules and/or regulations applicable to this Grant Agreement.
10. **HOLD HARMLESS** –The GRANTEE hereby agrees to hold harmless, defend and indemnify the GRANTOR from any and all claims, actions, suits, losses and judgments (including attorney’s fees and court costs) whatsoever that arise out of the GRANTEE’S performance or nonperformance of the services or subject matter called for in this Grant Agreement and/or the construction of capital improvements. Nothing herein shall be construed to make the GRANTEE liable for the negligence of the GRANTOR.
11. **INDEPENDENT CONTRACTOR.** –Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an 'independent contractor' with respect to its performance under this Grant Agreement.
12. **SUCCESSORS AND ASSIGNMENT.** The GRANTOR and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the GRANTOR nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.
13. **NOTICES.** Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.
14. **LAW OF OHIO.** This Grant Agreement shall be construed and enforced in accordance with the laws of the State of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the GRANTOR of Summit Court of Common Pleas.
15. **ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.** This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

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16. **PUBLIC RECOGNITION AND GRANTOR SUPPORT.** The GRANTEE shall recognize the GRANTOR on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the GRANTOR shall be included on any and all mailing distributions.

Mrs. Goodrich seconded the motion; and the Fiscal Officer called the Roll:

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

Resolution Adopted

Sharon Troike, Fiscal Officer

James N. Nelson, President
Bath Township Board of Trustees

Becky Corbett, Vice-President
Bath Township Board of Trustees

April 6, 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 April 6, 2020.