



## **Board of Trustees Meeting**

Monday, December 20, 2021 at 4:00 p.m.

Please mute microphones and turn off cameras.

### **MEETING INFORMATION:**

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

Meeting ID: 916 3176 7285

Phone: +1 929 205 6099

Password: 059138

### **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. Recommendation to approve requisitions and regular purchase orders 2021-01575 through 2021-01584 and payments totaling \$72,004.18. **Roll Call.**
2. Recommendation to approve the October 18, 2021 Regular Meeting Minutes. (Corbett, Nelson, Goodrich)
3. Recommendation to approve the December 6, 2021 Regular Meeting Minutes. (Nelson, Goodrich)
4. Resolution 2021-44 Organizational and Personnel Policy.
5. Recommendation to appoint Gregory R. Thewes as Fiscal Officer, effective January 1, 2022.

### **OATH OF OFFICE**

1. The Honorable Alison McCarty to administer the Oath of Office to Sharon A. Troike and Sean F. Gaffney as 2022 Board of Trustee members.
2. The Honorable Alison McCarty to administer the Oath of Office to Gregory R. Thewes as the 2022 Fiscal Officer appointment.

### **DEPARTMENT HEADS AND ADMINISTRATORS**

#### **Police Chief Vito F. Sinopoli**

##### **Report / Recommendations**

No report or recommendations.

#### **Fire Chief Robert Campbell**

##### **Report / Recommendations**

No report or recommendations.



**Service Director Caine Collins**

**Report / Recommendations**

No report or recommendations.

**Park Director/Assistant Service Director Alan Garner**

**Report / Recommendations**

No report or recommendations.

**Planning Director / Zoning Inspector William Funk**

**Report / Recommendations**

No report or recommendations.

**Administrator Vito F. Sinopoli**

**Report / Recommendations**

1. Motion to approve the Collective Bargaining Agreement with the Fraternal Order of Police Communication Specialists, effective January 1, 2022.
2. Motion to enter into Rental Agreement with Tracy and Shawn Craig for the property located at 1581 Hickory Lane effective December 1, 2021 – November 30, 2022.
3. Motion to hire Susan Neff as the Finance/Payroll Specialist at the hourly rate of \$28.00 with a one-year probationary period, in accordance to all rules and regulations of Bath Township, effective January 3, 2022.
4. Resolution 2021-45 Agreement for Watershed Services

**TRUSTEES Elaina Goodrich, James Nelson, and Becky Corbett**

**FUTURE TRUSTEE MEETINGS AND EVENTS**

December 20, 2021	Water and Sewer District Board	6:00 PM	TCR
<del>December 20, 2021</del>	<del>Friends of Yellow Creek</del>	<del>7:00 PM</del>	<del>TMR</del>
<del>December 21, 2021</del>	<del>Board of Zoning Appeals</del>	<del>7:00 PM</del>	<del>TMR</del>
<del>December 27, 2021</del>	<del>Work Session</del>	<del>9:30 AM</del>	<del>TMR</del>

**COMMUNITY EVENTS**

**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**

- Ohio State Representative Bill Roemer to recognize Mr. Jim Nelson, Ms. Becky Corbett and Mr. Richard Munsey for their service to Bath Township.

**THANK YOU FOR ATTENDING / ADJOURNMENT**



BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 20<sup>th</sup> DAY OF DECEMBER 2021, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 P.M. IN A VIRTUAL MEETING AT, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

M\_\_\_\_\_ introduced the following resolution and moved its adoption:

**BATH TOWNSHIP RESOLUTION 2021-44  
TO ADOPT THE ORGANIZATIONAL RESOLUTION, THE PERSONNEL POLICY  
MANUAL, AND THE JOB DESCRIPTIONS MANUAL**

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

**WHEREAS** the Township Administrator has proposed the attached 2021-44 Resolution for adoption along with the Bath Township Personnel Policy Manual and Job Descriptions Manual; and,

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

**NOW THEREFORE BE IT RESOLVED**, that the Organizational Resolution 2021-44, the Bath Township Personnel Policy Manual and Job Descriptions Manual are hereby adopted and effective January 1, 2022 and attached to and made a part of these Minutes.

\_\_\_\_\_ seconded the Resolution for discussion.

The Fiscal Officer called the Roll:

**Resolution adopted**

\_\_\_\_\_  
Sharon A. Troike, Fiscal Officer

\_\_\_\_\_  
Becky Corbett President  
Bath Township Board of Trustees

\_\_\_\_\_  
Elaina E. Goodrich  
Bath Township Board of Trustees

December 20, 2021  
Date

\_\_\_\_\_  
James N. Nelson  
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 December 20, 2021.

**Personnel Policy Updates and Changes  
to Organizational Resolution 2021-45**

**PERSONNEL POLICY  
Section**

Section	Description of Change	Notes
1.5 Termination Pay	Clarified language regarding payouts	
3.10 Vacation	Clarified language regarding payouts	
3.11 Holiday Compensation	Added Juneteenth	
3.16 Remote Work	New Section	
7.3 Purchasing Procedures	Update amount when no statutory competitive bid is required by ORC	Change from \$50,000 to \$75,000
8.13 Expenditure Policy for Federal Grants	New Section	

**ORGANIZATIONAL RESOLUTION  
Section**

Section	Description of Change	Notes
I. C-Trustee Responsibilities	Updated new trustees and his or her responsibilities.	
III GG. Opt-Out CBA	Added verbiage to address employees who may choose to opt-out of a CBA	
I-External Audit Committee	Updated members and term end dates. Provided new employer/employee rates and contributions	Kimberly Winter's term expires in 2021
O-Healthcare/Dental/Life	Remote Work Eligible Position	
IV-F Township Administration	Remote Work Eligible Position	
IV-I - 4 Zoning	Part-time personnel rate change	\$15-18/hr. Updated to reflect CBA change to \$400 (Seasonal rate increase to \$125)
IV H Parks	Boot Allowance	
V. G. Part-time Communication Specialist	Hourly Rate Changes 0-60 months +	
V. M Rates for Additional Details	Increase off-duty detail rates	
VI Fire EMS Standby	Rate change for Fire EMS standby	
VII Service Department	Part-time personnel rate changes	Change Part-time Level 1 to \$15-18/hr and Part-time Level 2 to \$18-27/hr. The current part-time Service Level 1 employee is authorized at a rate of \$17/hr. The current part-time Service Level 2 employee is authorized at a rate of \$27/hr
	Part-time personnel rate changes	Change the Year 1 rate to \$15/hr., and increase rate \$0.25/hr for years 2-5.
	Seasonal Rate Change	Change the seasonal snow and ice control employee range to \$18-25hr..
	Seasonal Rate Change	Updated to reflect CBA change to \$400
	Boot Allowance	*add provided proof of residency or former residency
VII N. Cemetery	Proof of residency for plat purchase	Passed July 6, 2021
A-5 Addendum to Bath Park Rules	Commercial Activities Prohibition	Non-bargaining wages, personnel appointment list
**Throughout		

**BATH TOWNSHIP BOARD OF TRUSTEES**

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 20<sup>th</sup> DAY OF DECEMBER 2021, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN A SETTLEMENT MEETING, COMMENCING AT 4:00 P.M. IN THE BATH TOWNSHIP MEETING ROOM AT 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

M\_\_\_\_\_ presented the following Resolution and moved its adoption:

**RESOLUTION 2021-45  
A RESOLUTION AUTHORIZING AN AGREEMENT FOR WATERSHED SERVICES  
BETWEEN SUMMIT SOIL AND WATER CONSERVATION DISTRICT, THE  
COUNTY OF SUMMIT AND BATH TOWNSHIP.**

**WHEREAS**, Bath Township wishes to enter into Agreement with Summit Soil and Water Conservation District (“SSWCD”) and the County of Summit through the Surface Water Management District (“SWMD”) for watershed services, effective the 1<sup>st</sup> day of January, 2022 to December 31, 2022;

**WHEREAS**, the purpose of the Agreement is to implement conservation, technical and educational assistance, inspections of stream channels and riparian areas, development of protocols and improvements to manage streams, creation and amendment of the non-point source implementation strategy (“NPS-IS”) plan, and the collection of technical data that corresponds to the Township’s watershed, specifically the Yellow Creek watershed and SWMD goals;

**WHEREAS**, Bath Township recognizes the need for effective collaboration in watershed opportunities and obtaining the goals of the SWMD through the partnership with Summit Soil and Water Conservation District and the County of Summit;

**WHEREAS**, Bath Township agrees to provide certification to SSWCD, in a form acceptable to SSWCD, and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, that the Township has appropriated funds in the amount specified herein to support SSWCD’s operations under this Agreement;

**NOW THEREFORE BE IT RESOLVED**, the Bath Township Board of Trustees hereby authorizes the entering into Agreement for Watershed Services.

**FURTHER**, the terms and conditions of the Agreement for Watershed Services are outlined in the attachment (Exhibit A).

M\_\_\_\_\_ seconded the Resolution and the Fiscal Officer called the roll;

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

**Resolution Adopted**

(Signature Page to Follow)

**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 December 20, 2021.**

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Sharon A. Troike  
Fiscal Officer

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Becky Corbett, President  
Bath Township Board of Trustees

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Elaina E. Goodrich, Vice-President  
Bath Township Board of Trustees

Date: December 20, 2021

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James N. Nelson  
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 December 20, 2021.**

## YEAR 2022

### Agreement for Watershed Services Between the Summit Soil and Water Conservation District and the County of Summit and Bath Township

This Agreement for Watershed Services (the “Agreement”) is made this 1st day of January, 2022 ("Effective Date"), between the Summit Soil and Water Conservation District (“SSWCD”) the County of Summit, through its the Surface Water Management District (“SWMD”), pursuant to Summit County Council Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, and Bath Township, pursuant to Township Resolution No. \_\_\_\_\_, adopted \_\_\_\_\_, for the provision of technical watershed assistance in implementing soil and water conservation measures.

**Purpose** – Implementation of conservation technical and education assistance; inspections of stream channels and riparian areas; development and implementation of protocols and improvements to manage stream maintenance; create and amend the non-point source implementation strategy (NPS-IS) plan; and collection of technical data that corresponds to the Township's watershed, specifically, the Yellow Creek watershed, and SWMD goals.

Recognizing the need for effective collaboration in watershed opportunities and obtaining the goals of the SWMD, this document sets forth the activities to be undertaken by the parties to facilitate better awareness of watershed issues and potential solutions for a healthier and better watershed. In providing watershed technical and education assistance and expertise to the Township, the SSWCD will seek to influence all stakeholders to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 940, describes SSWCD’s authority for engaging in this Agreement.

Additionally, SWMD is required to provide watershed and stormwater support services to Bath Township, and is further authorized to provide such services through agreements with service providers such as the SSWCD.

SSWCD, SWMD, and the Township have mutually agreed to this scope of assistance related to technical and education services for the conservation of soil and water resources.

#### **SSWCD Conservation Program**

The SSWCD will work with the Township to provide a conservation program that includes technical and educational assistance, or as otherwise mutually agreed upon, through the following services:

1. SSWCD staff will identify problem areas and project areas (impoundments, erosion, incised, floodplain disconnection, reforestation, channelization, stormwater retrofits).
2. SSWCD will manage the volunteer stream monitoring program, and coordinate and compile their results.
3. SSWCD staff will conduct stream evaluations and assessment and incorporate this data into the

NPS-IS plan.

4. SSWCD will coordinate opportunities for stakeholders, businesses, township residents, civic groups and students' involvement in some projects.
5. SSWCD will provide education on stream management responsibilities by private landowners and governmental entities highlighting the interrelated effects of surface water conveyance and natural processes. SSWCD will train organizational staff on evaluation and maintenance tools, resources, and operations.
6. The SSWCD will coordinate GIS critical fields, catalog existing surveys, sampling data, problem areas, preservation areas, projects, and compile a watershed story.
7. The SSWCD will encourage collaboration between stakeholders to meet the goals of the NPS-IS plan and perform amendments to the plan to account for new information and funding opportunities.
8. The SSWCD staff will attend watershed advisory committee meeting and Township meetings, as requested, and agreed.
9. The SSWCD will provide an annual report of all watershed activities undertaken to the Township and the SWMD.

### **Township's Role**

10. The Township will promote public events, public participation and volunteer assistance to their residents and businesses. The Township will provide assistance regarding conservation education and public involvement, and coordinate activities such as public involvement days, storm drain stenciling, and watershed planning activities.
11. The Township will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.
12. The Township will provide information to SSWCD staff regarding watershed complaints, erosion, flooding, or other watershed problems.
13. The Township will encourage employees and boards to attend relevant training and workshops hosted by SSWCD.
14. The Township will coordinate locations or venues with SSWCD to conduct meetings, workshops or other events.

### **Additional Provisions**

15. This Agreement is for a one-year term from January 1, 2022 to December 31, 2022. The Township agrees to grant and pay an annual conservation appropriation to the SSWCD, not to exceed \$20,000.00 for the one-year term of this Agreement and the SSWCD agrees to use the grant funds to provide a conservation program for the Township as provided herein. This appropriation will be paid to the Summit Soil and Water Conservation District prior to April 1, 2022.
16. The Township will provide a resolution to the SSWCD that authorizes this Agreement. SSWCD will



invoice the Township for dispersal of funds.

17. The parties agree that the SSWCD is a conservation technical and education service agency for the purposes of this Agreement, but such services do not derogate any regulatory authority of SSWCD under applicable law.
18. The parties agree that the working relationship will be defined to include lines of communications with appropriate organizations. The SSWCD, the SWMD and the Township will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to soil and water resource management.
19. Credit will be given jointly to the SSWCD, the SWMD and the Township in any conservation publications produced in conjunction with programs under this Agreement.
20. All parties will review quality of service and address concerns as they arise.
21. The Township acknowledges the SSWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
22. All services of the SSWCD are offered on a non-discriminatory basis without regard to race, age, gender, marital status, handicap or political affiliation.

#### **Coordination between SWMD and SSWCD**

23. SWMD will provide an appropriation in the amount of \$20,000.00 to the Township, which shall use such appropriation to pay SSWCD to carry out the services set forth in this Agreement.
24. SWMD and SSWCD shall jointly plan annual strategic items or watershed goals, with input from the Township.
25. SWMD and SSWCD will meet quarterly to discuss accomplishments, strategic items, watershed goals and core services.
26. SWMD will assist SSWCD with identifying problem or project areas, updating the NPS-IS plan, promoting workshops, events and providing existing GIS data.
27. SWMD will send appropriate staff from the Summit County Engineer's office to attend events, workshops and trainings as requested and agreed.
28. The SWMD will assist and coordinate to obtain grants and other sources of funds to implement the NPS-IS plan and related projects and may request assistance from SSWCD.

#### **Term, Renewal, Termination**

29. The term of this Agreement shall commence on the Effective Date. The Township agrees to provide certification to SSWCD, in a form acceptable to SSWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, that the Township has appropriated funds in the amount specified herein to support SSWCD's operations under this Agreement. This Agreement shall terminate on the one-year anniversary of the Effective Date. The parties may renew this Agreement annually as they determine appropriate.

30. This Agreement may be amended or terminated at any time by mutual consent of all parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Agreement may be amended to achieve additional goals of the parties with the written consent of the parties.

## **Miscellaneous**

31. Integration. This Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
32. Assignment. No party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other parties. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
33. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
34. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.
35. No Authority to Bind. No party has the power or authority to bind the other parties to contracts or other obligations.
36. Severability. If any provision of this Agreement is found invalid or, the remainder of this Agreement will continue in full force and effect.
37. Force Majeure. No party may be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, pandemic, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
38. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law does not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
39. Notices. Every notice and demand required under the terms of this Agreement shall be in writing and must be sent by U.S. Mail, to the following addresses as appropriate. All notices are effective upon receipt. A party may change its address by giving written notice to the other parties.

Summit Soil & Water Conservation District  
Attn: Brian Prunty  
1180 S Main St #241  
Akron, OH 44301  
bprunty@summitoh.net

Surface Water Management District  
c/o Summit County Engineer  
Attn: David Koontz  
538 E South St.  
Akron, OH 44311  
dkoontz@summitengineer.net

Bath Township  
Attn: Vito Sinopoli  
3864 West Bath Road  
Akron, OH 44333  
vsinopoli@BathTownship.org

40. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
41. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Agreement, each party certifies that it is in compliance with these provisions.
42. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
43. Forum. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

In witness thereof, the Agreement executed and agreed to on the latest day, month and year written below:

SIGNATURE PAGE FOLLOWS.

Summit Soil & Water  
Conservation District

Bath Township

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By: Dennis Stoiber  
Board Chair

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By: Vito F. Sinopoli  
Township Administrator

Date:

Summit County Engineer

Summit County Executive

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Alan Brubaker

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Ilene Shapiro

Date:

Approved as to form:

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Summit County Prosecutor

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Deb Matz  
Director of Law, Insurance and  
Risk Management

This Instrument Reviewed By:  
Marvin Evans