



BOARD OF TRUSTEES MEETING

Monday, October 24, 2022 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 GREGORY R. THEWES

1. Motion to approve requisitions and regular purchase orders 2022- 01405 through 2022-01417 and payments totaling \$119,021.62. Roll Call.
2. Correspondence log available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

POLICE CHIEF VITO F. SINOPOLI

Report / Recommendations

FIRE CHIEF ROBERT CAMPBELL

Report / Recommendations

1. Recommendation to pay US Bank for first lease payment / Fire Department radio equipment in the amount of \$22,405.50.

SERVICE DIRECTOR CAINE COLLINS

Report / Recommendations

1. Recommendation to purchase 6 handheld Kenwood VP5000 Series radios from VASU Communications Inc. in the amount of \$8,816.00.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR ALAN GARNER

Report / Recommendations

PLANNING DIRECTOR / ZONING INSPECTOR WILLIAM FUNK

Report / Recommendations

ADMINISTRATOR VITO F. SINOPOLI

Report / Recommendations

1. Recommendation to enter into an employment agreement renewal with Vito F. Sinopoli for service as Township Administrator for a period of three years beginning January 1, 2023 and extending through December 31, 2025.
2. Recommendation to post full-time employment opportunity for the position of executive assistant at a rate of pay of \$26-30/hr. Applications must be submitted to Vito Sinopoli at vsinopoli@bathtownship.org by 5:00 pm on November 30, 2022.
3. Recommendation to enter into a contract with Ohio Drone Repair for the purchase of a DJI Matrice 30 drone and an external case/monitor, along with accessories in the amount of \$18,907.00

TRUSTEES ELAINA GOODRICH, SHARON TROIKE, AND SEAN GAFFNEY

FUTURE TOWNSHIP MEETINGS AND COMMUNITY EVENTS

*A full list of events and meetings is posted to www.bathtownship.org and updated weekly.

CITIZEN'S 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.

COMMUNITY UPDATES

- State of Watershed Report- Mr. Dave Koontz, Summit County Engineer's Office

ITEMS OF INTEREST

THANK YOU FOR ATTENDING / ADJOURNMENT

Chief of Police Report
October 24, 2022

Report:
None

October 24, 2022

To: Bath Township Trustees – Sean Gaffney, Elaina Goodrich and Sharon Troike
Bath Administrator - Vito Sinopoli
Fiscal Officer – Gregory Thewes

Fire Department

Robert Campbell, Fire Chief

Recommendations:

1. Recommendation to pay US Bank for first lease payment / Fire Department radio equipment in the amount of \$22,405.50.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 10-24-2022 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 purchase 6 handheld Kenwood VP5000 Series radios from VASU Communications Inc. in the amount of \$8,816.00.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner
AGENDA FOR THE TRUSTEE MEETING 10/24/2022

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.

North Fork Preserve of Bath

No new business to report.

Recommendations by the Park Director

No recommendations at this time.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant
From: William Funk Planning Director/Zoning Inspector
Date: October 24, 2022
Re: Zoning Report

RECOMMENDATIONS

1. None



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: October 24, 2022
Re: Administrator's Report – 10/24/2022

REPORT:

Bath Township Community Survey

Bath Township Board of Trustees sought resident feedback on community services through participation in an online survey, which was unveiled in the Summer Quarterly. Survey topics included: zoning regulations, housing availability, public communication methods, broadband and various department services. 786 responses as of 9/30/22.

Upcoming Events:

Halloween- Neighborhood Trick or Treat 5:00 p.m. to 7:00 p.m.

Fire Department/ Police Department Party 3:00 p.m. to 5:00 p.m.

RECOMMENDATIONS:

1. Recommendation to enter in an employment agreement renewal with Vito F. Sinopoli for service as Township Administrator for a period of 3 years beginning January 1, 2023 and extending through December 31, 2025.
2. Recommendation to post full-time employment opportunity for the position of executive assistant at a rate of pay of \$26-30/hr. Applications must be submitted to Vito Sinopoli at vsinopoli@bathtownship.org by 5:00 pm on November 30, 2022.
3. Recommendation to enter into a contract with Ohio Drone Repair for the purchase of a DJI Matrice 30 drone and an external case/monitor, along with accessories in the amount of \$18,907.00

4131 West Streetsboro Road, Ste D
 Richfield, OH 44286
 www.ohiodronerepair.com
 440-420-0200



Bath Police Department
 3864 West Bath Road
 Bath Township, OH, United States 44333

Quote # 2197
 Quote Date 10-13-22

Total \$18,018.00

Item	Description	Unit Cost	Quantity	Line Total
DJI Matrice M30T	Enterprise Drone - Enterprise Care Plus	\$14,700.00	1.0	\$14,700.00
DJI Matrice 30 Series TB30 Intelligent Flight Battery	CP.EN.00000369.02	\$329.00	6.0	\$1,974.00
Firehouse ARC "V" Drone Strobe Spot Light 1000 Lumen : FAA 107 Compliant	1000 Lumen Output brightest light in the market! 4 SM Range IP67 Water Proof 6 hours continuous operation with onboard battery. (in strobe mode) 5 - Powerful Cree® XPE Focused Standalone LEDs in light* 4 Modes - Strobe, Flash, Fixed (Spotlight), Strobe/Flash Easy to use side single button interface. Charge indicator light (red/green) MicroUSB charge cable just plug into usb port.(included) 250 Mwh Battery Largest in its class Angled Lens for better side visibility. Comes complete with Light, charge cable, 3m VHB mount tape, Velcro,	\$35.00	2.0	\$70.00
Strobe Light Mount Set (Mounts Only) for DJI Inspire Matrice 600 300 200 210 100	Fire House	\$19.00	1.0	\$19.00
DJI MATRICE 30 TEN BATTERY CASE	GPC-DJI-M30-10-BTRY	\$259.00	1.0	\$259.00
CZI LP12 Speaker Spot Light	CZI	\$1,800.00	1.0	\$1,800.00
DJI Matrice 30 Series 1671 Propeller (Pair)	DJI Matrice 30 Series 1671 Propeller	\$49.00	4.0	\$196.00
2 Hours Of In Person Training, Setup Instruction		\$0.00	1.0	\$0.00
2 Years Of General Service	Service	\$0.00	1.0	\$0.00
Ohio Drone Repair	Store Credit	-\$1,000.00	1.0	-\$1,000.00

THIS A QUOTE

Subtotal	\$18,018.00
Tax	\$0.00
Estimate Total	\$18,018.00

Signed: _____

Date: _____



4131 West Streetsboro Road, Ste D
Richfield, OH 44286
www.ohiodronerepair.com
440-420-0200



Bath Police Department
3864 West Bath Road
Bath Township, OH, United States 44333

Quote # 2199
Quote Date 10-13-22
Total \$889.00

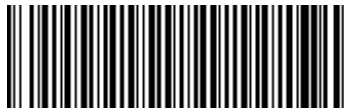
Item	Description	Unit Cost	Quantity	Line Total
FPV Tactical Command Case.	24" Screen, 1080p HD, 150 Mwh Power Supply, 2- HDMI Inputs or Wireless Connect	\$889.00	1.0	\$889.00

THIS A QUOTE

Subtotal \$889.00
Tax \$0.00
Estimate Total \$889.00

Signed: _____

Date: _____



EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of this 21st day of November, 2022, by and between BATH TOWNSHIP, Summit County, Ohio (hereinafter referred to as "Bath"), by and through its Board of Trustees, and VITO F. SINOPOLI (hereinafter referred to as "Sinopoli").

WHEREAS, Bath desires to provide Sinopoli with a written employment agreement in order to ensure continuity of Sinopoli's Administrator's role in Bath and the quality of its overall services; and

WHEREAS, Bath has previously authorized the appointment of Sinopoli as Administrator for the township, subject to reaching a mutually satisfactory agreement Sinopoli has satisfactorily performed in his capacity as Administrator and Bath desires to continue the employment relationship;

NOW THEREFORE, in consideration of the following mutual promises and obligations of the parties, and the rendering of services by Sinopoli as stated herein, the parties agree as follows:

ARTICLE I **EMPLOYMENT AND TERM**

Bath hereby agrees to employ and Sinopoli hereby accepts employment as Township Administrator for the period commencing January 1, 2023 and ending as of December 31, 2025. At or before the conclusion of this term, Sinopoli will have the right to negotiate terms of employment for an additional 3- year period of employment, under mutually agreed terms and conditions

ARTICLE II **DUTIES AND HOURS OF WORK**

A. DUTIES

Bath agrees to employ Sinopoli to perform the functions and duties specified in the Township Resolutions and policies, the Bath Township Personnel Policy and Procedures Manual, and under State statute, and to perform other legally permissible

duties as Bath shall from time-to-time assign to Sinopoli.

In consideration of the employment, salary and fringe benefits established herein, Sinopoli hereby agrees to the following:

1. To serve as the Administrator of the Township of Bath. Under the supervision, instruction, and directives of the Board of Trustees, and he shall be responsible for the general management of the business of the Township.
2. To faithfully perform the duties of Administrator for the Township of Bath.
3. To devote his full-time skills, labor and attention to his duties as Administrator during the term of this Agreement. Sinopoli may serve as the Chief of Police of Bath and participate in speaking engagements as approved by the Trustees which are of a short-term duration and which do not interfere with his full-time responsibilities as Administrator, notwithstanding the provisions of Article IV, Section A. 1. of this agreement.
4. To assume the responsibilities, in accordance with the Bath Township Personnel Policy and Procedures Manual and applicable Township Resolutions, for overseeing personnel and conferring on matters of selection, renewal, placement, and transfer of personnel as instructed by the Board of Trustees.
5. To study and make recommendations with respect to all suggestions and concerns which are brought to him and that the Board of Trustees may refer to him, and to consult with legal counsel and certified public accountant services for the Township of Bath as necessary.
6. To assist in the administration of the affairs of the Township of Bath, including but not limited to representation of Bath at all levels, budget preparation, wage negotiations, financial oversight, supervision of programs and services, personnel and business management, and all other relevant duties and responsibilities.
7. To suggest, from time to time, resolutions, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the Township of Bath including its employees.
8. To perform all duties incident to the position of Administrator and such other duties as may be prescribed by the Board of Trustees from time to time.

B. HOURS OF WORK

Generally, Sinopoli shall maintain office hours from 8:00 a.m. to 4:00 p.m. five days per week, except as Sinopoli reasonably deems necessary and shall work such other hours as

are necessary, outside the normal office hours, to accomplish his responsibilities. Such other hours may include, but not be limited to, Trustees' meetings, meetings with Township organizations, and similar meetings that are necessary.

ARTICLE III
SALARY

A. Effective January 1, 2023 through December 31, 2023 Bath shall pay Sinopoli at the rate of \$54.92 (represents at 2% increase above 2022 "Base Salary") plus longevity and education incentives. Sinopoli acknowledges that his position is exempt from overtime.

B. SALARY INCREASES - Commencing January 1, 2024, through December 31, 2025, Bath shall increase Sinopoli's base salary in percentage increments identical to all other non-bargaining employees of Bath, or such other percentage increase as the Board of Trustees shall deem appropriate through the duration of the agreement. Longevity and education incentives will continue from year to year.

ARTICLE IV
BENEFITS IN ADDITION TO SALARY

A. PROFESSIONAL GROWTH

1. Sinopoli is encouraged to become a member of professional organizations and to attend professional meetings at the local, county and state levels which in his good faith judgment would benefit the Township of Bath. In addition, in consideration of the investment the Township of Bath has made in him as a member of the 29th Class of Leadership Akron, Sinopoli shall continue his involvement in continued training with Leadership Akron through the term of this agreement, and the same shall continue to be treated as paid work days. Sinopoli may hold additional memberships in other organizations as budgeted and approved by the Trustees. Finally, Sinopoli will be permitted to attend required continuing legal education programs (24 hours biennially) to maintain his licensure as an attorney in the State of Ohio, and the same shall be treated as paid work days.

2. Attendance and expenses incurred for Township-related meetings, workshops, conferences, memberships (Leadership Akron Alumni Association, Akron Bar Association) and conventions, approved by the Trustees shall also be reimbursed in accordance with the provisions of this section.

B. MEDICAL/DENTAL BENEFITS

1. Bath shall provide and pay the normal Employer's portion of the premium for a health care insurance plan for Sinopoli and his family that is identical to the coverage provided to all other Bath Township employees, with the requisite deduction taken from Sinopoli's pay representing his portion of the premium.

2. Bath shall provide and pay the normal Employer's portion of the premium for a prescription drug program for Sinopoli and his family that is identical to the plan provided to all other Bath Township employees, with the requisite deduction taken from Sinopoli's pay representing his portion of the premium.

3. Bath shall provide and pay the normal Employer's portion of the premium for a dental and life insurance plan for Sinopoli and his family that is identical to the plan provided to all other Bath Township employees, with the requisite deduction taken from Sinopoli's pay representing his portion of the premium.

C. DEFERRED COMPENSATION - Sinopoli shall, at his option, have the opportunity to participate in Bath's deferred compensation plan through the Public Employees Retirement System. Bath shall execute all necessary documents for Sinopoli's participation in such plan should he elect to participate and if he is permitted by law to do so.

D. TRANSPORTATION EXPENSES - Sinopoli shall be permitted to utilize a township vehicle assigned when performing duties on behalf of the township. Otherwise, Bath shall pay or reimburse Sinopoli at the prevailing I.R.S. rate for all travel which requires Sinopoli to use his personal automobile in the performance of his duties under this agreement, exclusive of commuting costs.

E. VACATION TIME - Under this agreement, Sinopoli shall be entitled to four (4) weeks of vacation with pay annually, except as increased in the Township Organizational Resolution.

F. HOLIDAYS - Sinopoli shall be entitled to paid holidays each year for such days when they may fall on a normal business day, in accordance with the manner of compensation for other Bath administrative employees.

G. SICK DAYS - Sinopoli shall retain the sick days he has accumulated through his previous employment with Bath. In addition, Sinopoli shall receive additional sick days each calendar year in accordance with Bath policy. Upon separation from Bath, Sinopoli shall be paid at the per diem rate for unused sick days as is applicable for other employees of the Township at the time of separation of Sinopoli's employment with Bath.

H. PERSONAL EMERGENCY DAYS - Sinopoli shall be entitled to two (2) paid personal emergency days per year to attend to urgent personal business during the work day. Personal days shall be deducted from existing sick days.

I. OTHER LEAVES - Sinopoli shall be entitled to additional leave time for bereavement and family illness in accordance with those benefits provided by law and in the Bath Township Personnel Policy and Procedures Manual.

J. MISCELLANEOUS EXPENSES

1. Bath shall replace a laptop computer, when necessary, for Sinopoli's use that shall remain the property of Bath upon the expiration of this contract of employment. Upon the termination of employment of Sinopoli, he shall return the laptop to Bath.

2. During the term of this contract, Bath shall not reimburse Sinopoli for the monthly cost of a voice/text and data plan for Sinopoli's personal cell phone.

2. Bath shall reimburse Sinopoli for normal and reasonable business expenses incurred by him in the course of his employment, including the reasonable costs of meals and lodging when Sinopoli is required by Bath to travel overnight. Sinopoli shall present to Bath an itemized accounting for such expenses.

ARTICLE V
TERMINATION

A. TERMINATION

1. Bath may terminate this agreement only upon the commission by Sinopoli of one or more of the following: (1) conviction of any felony or any crime involving moral turpitude or dishonesty; (2) participation in a fraud or act of dishonesty against Bath; (3) conduct that, based upon a good faith and reasonable factual investigation and determination by the Board of Trustees, demonstrates gross unfitness to serve; (4) intentional, material violation of any contract between Bath and Sinopoli or any statutory duty of Sinopoli to Bath that is not corrected within seven (7) days after

written notice thereof, or (5) Sinopoli does not or is unable to perform his duties pursuant to this agreement for a period of 84 consecutive days.

2. This agreement may also be terminated by mutual agreement of the parties.

3. In the event of mutual termination of this agreement, Sinopoli shall receive payment for all salary and unused vacation and sick time accrued as of the date of his conclusion of employment. Sinopoli's medical and dental benefits will be continued under Bath's then-existing benefit plans and policies in accordance with such plans and policies in effect on the date of termination and in accordance with applicable law.

ARTICLE VI
CONFIDENTIALITY AND SECURITY

Sinopoli shall not disclose to any third party or use in any way other than in the performance of his official duties while employed by Bath any information lawfully treated as confidential by Bath. Immediately upon separation from Bath, Sinopoli will return to Bath all documents and records compiled by him or made available to him during his employment with Bath, as well as township property provided for his use during his term of employment, including, but not limited to, a laptop computer, keys and any credit cards.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

Bath shall also defend, save harmless and indemnify Sinopoli against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Sinopoli's official duties as Township Administrator pursuant to this agreement.

ARTICLE VIII
GOVERNING LAW AND CONSENT TO PERSONAL JURISDICTION

This agreement will be governed by the laws of the State of Ohio. The parties hereby expressly consent to the personal jurisdiction of the state courts located in Ohio for any lawsuit arising from or relating to this agreement.

ARTICLE IX
ENTIRE AGREEMENT

This agreement sets forth the entire agreement and understanding between Bath and Sinopoli relating to the subject matter herein. No modification or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

ARTICLE X
SEVERABILITY

If one or more of the provisions in this agreement are deemed void by law, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties, having been duly authorized, execute this Agreement at the Township of Bath, Ohio, on the year and date first above written.

1.
Township of Bath
By Elaina E. Goodrich
Member, Board of Trustees
Duly Authorized

Township of Bath
By Sharon A. Troike
Member, Board of Trustees
Duly Authorized

Township of Bath
By, Sean F. Gaffney
Member, Board of Trustees
Duly Authorized

Approved:
Robert Konstand
Legal Counsel

Vito F. Sinopoli
Administrator/Chief of Police
Bath Township
