



BOARD OF TRUSTEES MEETING

Monday, November 7, 2022 at 7:00 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- 01433 through 2022-01455 and payments totaling \$253,189.87. Roll Call.
2. Recommendation to approve the September 26, 2022 regular meeting minutes (Troike, Goodrich and Gaffney)
3. Motion to approve intra fund transfers in the amount of \$41,336.83
4. Motion to set the annual Settlement Meeting on December 12, 2022 at 10:00 a.m. in the Trustees Meeting Room.
5. Resolution 2022-36 (Amendment #2) To amend the 2022 permanent appropriations and certificate of estimated resources.
6. Correspondence log available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

POLICE CHIEF VITO F. SINOPOLI

Report / Recommendations

1. Approve payment to Hall Public Safety in the amount of \$3,897.00 for the installation of equipment in Car 15 (DB).
2. Recommendation to enter into Memorandums of Understanding with each of the FOP bargaining units and non-bargaining police and dispatch members regarding OCJS ARPA police officer/dispatcher retention grant funds.
3. Recommendation to approve payment to Fred Martin Collision Center for \$2,468.50. The damage to C15 [DB] was covered by Travelers Insurance.
4. Recommendation to renew the MOU with the Summit County Sheriff's Department for

participation in the 2023 OVI Task Force.

5. Recommendation to pay Montrose Ford the amount of \$77,252.22 for two 2023 Ford Explorer police cruisers.

FIRE CHIEF ROBERT CAMPBELL

Report / Recommendations

1. Recommend to approve to pay All Traffic Solutions for a 3-year term for the roadside sign software in the total amount of \$2,425.00.

SERVICE DIRECTOR CAINE COLLINS

Report / Recommendations

1. Recommendation to pay Pavement Technology, Inc. in the amount of \$6,439.46 for Estimate No. 01 of the 2022 Summit County Asphalt Rejuvenating Program.
2. Recommendation to pay Melway Paving Company, Inc. in the amount of \$44,310.05 for Estimate No. 02 of the 2022 Summit County #405 Resurfacing Program.
3. Recommendation to advertise internally for a part-time Service Personnel Level 1, with the 5-day internal posting period to begin on November 8th, 2022.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR ALAN GARNER

Report / Recommendations

1. Recommendation to pay Melway Paving Company, Inc. in the amount of \$31,883.77 for Estimate No. 02 of the 2022 Summit County #422 Resurfacing Program.

PLANNING DIRECTOR / ZONING INSPECTOR WILLIAM FUNK

Report / Recommendations

ADMINISTRATOR VITO F. SINOPOLI

Report / Recommendations

1. Recommendation to approve the Board of Trustees 2023 meeting calendar.
2. Recommendation to approve payment to Ohio UAV for the Matrice 30 Drone and accessories in the amount of \$18,907.00
3. Resolution 2022-37 Supporting the Summit County Surface Water Management District's Idlebrook Bankfull Wetlands Project.

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

ITEMS OF INTEREST

THANK YOU FOR ATTENDING / ADJOURNMENT

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 7th DAY OF NOVEMBER, 2022 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, AT 7:00 P.M. IN THE TRUSTEES MEETING ROOM AT 3864 W. BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption.

**RESOLUTION NO. 2022-36
TO AMEND THE 2022 PERMANENT APPROPRIATIONS AND
CERTIFICATE OF ESTIMATED RESOURCES
Amendment #2**

WHEREAS, after careful review of the 2022 budget submitted to the Summit County Budget Commission on April 1, 2022, the Department Heads and Township Administrator under 505.032 (F) developed appropriations to operate the Township; and,

WHEREAS, the Fiscal Officer reviewed the budget and certified that the expenditures were inside the 2022 Official Certificate of Resources; and,

WHEREAS, the Bath Township Police Department applied for (Resolution 2022-14) and was awarded grant funds from the OCJS ARPA retention, recruitment and hiring grant; and,

WHEREAS, the Police Department is in receipt of \$230,826.00 to be used consistent with the terms of the OCJS ARPA grant; and,

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

<u>2022 Certificate of Estimated Resources</u>	<u>2022 Permanent Appropriations</u>
Fund 686 OCJS ARPA \$230,826.00	Fund 686 OCJS ARPA \$230,826.00

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

Second by _____ discussion and roll called:

Mrs. Goodrich,
Mrs. Troike,
Mr. Gaffney,

Resolution

Gregory R. Thewes
Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

Sharon A. Troike, Trustee
Bath Township Board of Trustees

Date: November 7, 2022

Sean F. Gaffney, Trustee
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated November 7th, 2022.

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 November 7th, 2022.

Chief of Police Report November 7, 2022

Department Trainings:

Chief Sinopoli, Det. Lt. Munsey and Det. Gabel: School Threat Assessment Training October 14, 2022 at Revere High School.

Officers Reilly and Young, Instructors for Use of Force Training October 18, 2022. Required training for sworn officers.

Captain Brown & Admin. Asst. Bartlett-Advanced Public Records 103 & 104 October 27, 2022 Webinar.

Community Engagement:

Fall into Nature (October 8th) was very well attended. Det. Gabel, Admin. Assistant Bartlett, and Chief Sinopoli participated in helping at the PD table. The two bicycles for the raffle were donated by Walmart.

Faith in Blue was also October 8th sponsored by the Summit County Sherriff's Department at the Akron Fulton Airport. Officer Klein represented Bath Township.

Capt. Brown and Admin. Assistant Bartlett attended the Job Fair at The University of Akron on October 26, 2022. Capt. Brown spoke with a number of students who expressed interest in learning more about dispatch.

Det. Gabel spoke at the Bath Women's Club on October 28th. He provided the group with information to spot scams, fraud, and other safety tips.

Officer Deep was on hand at the Acme Fresh Market October 29, 2022 for the National Drug Take Back Day. One 10 lb. box of drugs was collected.

And rounding out the month was the return of the Halloween party on October 30th in coordination with the Fire Department. Chief Sinopoli, Det. Gabel, Capt. Brown and Admin. Assistant Bartlett participated. The outside venue was a perfect setting for event.

October Statistics:

All calls for service: 1,446 [100%]

Community Policing: 884 [61%]

Traffic Stops: 68 [5%]

Traffic Accidents: 45 [3%]

Alarm Drops: 38 [3%]

Sex Offense Burglary 0 Robbery 0

All other calls requiring police assistance or presence: 411 [28%]

Booking Charges [Total # of Charges] - 18

Theft: 6

OVI: 2

Failure to Appear/Issuance of Warrant: 5

Recommendations:

Approve payment to Hall Public Safety in the amount of \$3,897.96 for the install of equipment in Car 15 [DB].

To enter into Memorandums of Understanding with the each of the FOP bargaining units and non-bargaining police and dispatch members, regarding OCJS ARPA police officer/dispatcher retention grant funds.

Approve payment to Fred Martin Collision Center for \$2,468.50. The damage to C15 [DB] was covered by Travelers Insurance.

Recommendation to renew the MOU with the Summit County Sheriff's Office for participation in the 2023 OVI task force.

Approve payment to Montrose Ford in the amount of \$77,252.22 for the purchase of two new 2023 Ford Explorer police cruisers.

MEMORANDUM OF UNDERSTANDING
between
THE BATH TOWNSHIP BOARD OF TRUSTEES
and
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

The Bath Township Board of Trustees (hereinafter referred to as “the Employer”) and the Fraternal Order of Police, Ohio Labor Council, Inc., on behalf of the Dispatcher Bargaining Unit (hereinafter referred to as “the Union”), jointly referred to as “the Parties,” hereby agree to the following Memorandum of Understanding (“MOU”) for the purpose of setting forth the terms for payment of retention bonuses.

1. Bath Township Board of Trustees is the recipient of a grant pursuant to the Ohio Criminal Justice Services ARPA Law Enforcement Violence Reduction and Staffing Grant Program, the terms of which include a provision for the payment of retention bonuses to encourage retention of current police personnel.
2. The parties hereby agree that the retention bonuses shall be paid to members of the Dispatcher Bargaining Unit as set forth herein, with the understanding that each member who wishes to receive a retention bonus payment must execute a repayment agreement which will provide for the repayment of the bonus amount on a pro rata basis should the bargaining unit member elect to leave employment with Bath Township prior to November 30, 2024.
3. Retention bonuses shall be paid in the amount of ten percent (10%) of each dispatcher’s base hour rate of pay times 2080 hours. Applicable payroll deductions will be taken from such payments.
4. Retention bonuses shall be paid as soon as practicable after receipt of the grant funds, but shall only be paid to each employee who executes a repayment agreement in the form attached hereto as Appendix A.

FOR BATH TOWNSHIP

FOR THE FOP/OLC, INC.

Vito Sinopoli, Township Administrator
Police Chief

Eric Changet, Staff Representative

Jeremy Emerson, Local Representative

Date: _____

**BATH TOWNSHIP
AGREEMENT FOR REIMBURSEMENT/ REPAYMENT**

_____ (hereinafter “Employee”) hereby agrees, as a condition of employment, to reimburse Bath Township (“Township”) for a portion of the Retention Bonus payment made in advance to Employee for Employee’s agreement to not voluntarily resign from the Township until after November 30, 2024. The Employee recognizes that the payment of a Retention Bonus in the amount of \$_____ is consideration for the employee’s agreement to not leave employment with Bath Township voluntarily prior to November 30, 2024.

In the event the employee must leave employment as result of a disability retirement under the terms of the Ohio Public Employees’ Retirement System or death, the Employee’s obligations will be considered fulfilled.

Should the Employee voluntarily resign employment with Bath Township, or is discharged from employment for cause pursuant to the terms of the collective bargaining agreement, the employee agrees to repay a pro rata portion of the retention bonus paid, with the period of time for calculation of the pro rata portion being from the date of payment until November 30, 2024.

Employee further agrees that, to the extent permitted by law, the amount of reimbursement payable by me under this Reimbursement Repayment Agreement may be deducted from the Employee’s last pay and/or any other sums due to the Employee from the Township. Employee agrees that, in the event such withholding is insufficient to repay the full amount Employee owes, Employee will be responsible for repaying the difference between the amount deducted from my pay and the amount Employee owes under this Reimbursement Repayment Agreement. Employee further agrees that in the absence of any other mutual agreement, repayment will occur over a period of six (6) months from the date of separation. If Employee fails to pay any sums due under this Reimbursement Repayment Agreement, (i) interest will thereafter accrue on the unpaid amount at the rate of one percent (1%) per month and (ii) Employee will be responsible for all costs of collection, including reasonable attorneys’ fees.

This Agreement shall be construed under the laws of the State of Ohio. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

By my signature below, Employee acknowledges and agrees to comply with the provisions of this Agreement.

Employee Signature

Dated

Township Authorized Representative

Dated

MEMORANDUM OF UNDERSTANDING
between
THE BATH TOWNSHIP BOARD OF TRUSTEES
and
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

The Bath Township Board of Trustees (hereinafter referred to as “the Employer”) and the Fraternal Order of Police, Ohio Labor Council, Inc., on behalf of the Patrol Officers Bargaining Unit (hereinafter referred to as “the Union”), jointly referred to as “the Parties,” hereby agree to the following Memorandum of Understanding (“MOU”) for the purpose of setting forth the terms for payment of retention bonuses.

1. Bath Township Board of Trustees is the recipient of a grant pursuant to the Ohio Criminal Justice Services ARPA Law Enforcement Violence Reduction and Staffing Grant Program, the terms of which include a provision for the payment of retention bonuses to encourage retention of current police personnel.
2. The parties hereby agree that the retention bonuses shall be paid to members of the Patrol Officers Bargaining Unit as set forth herein, with the understanding that each member who wishes to receive a retention bonus payment must execute a repayment agreement which will provide for the repayment of the bonus amount on a pro rata basis should the bargaining unit member elect to leave employment with Bath Township prior to November 30, 2024.
3. Retention bonuses shall be paid in the amount of ten percent (10%) of each officer’s base hour rate of pay times 2080 hours. Applicable payroll deductions will be taken from such payments.
4. Retention bonuses shall be paid as soon as practicable after receipt of the grant funds, but shall only be paid to each officer who executes a repayment agreement in the form attached hereto as Appendix A.

FOR BATH TOWNSHIP

FOR THE FOP/OLC, INC.

Vito Sinopoli, Township Administrator
Police Chief

Eric Changet, Staff Representative

Ben Falconer, Local Representative

Date: _____

**BATH TOWNSHIP
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In the event the employee must leave employment as result of a disability retirement under the terms of the Ohio Public Employees’ Retirement System or death, the Employee’s obligations will be considered fulfilled.

Should the Employee voluntarily resign employment with Bath Township, or is discharged from employment for cause pursuant to the terms of the collective bargaining agreement, the employee agrees to repay a pro rata portion of the retention bonus paid, with the period of time for calculation of the pro rata portion being from the date of payment until November 30, 2024.

Employee further agrees that, to the extent permitted by law, the amount of reimbursement payable by me under this Reimbursement Repayment Agreement may be deducted from the Employee’s last pay and/or any other sums due to the Employee from the Township. Employee agrees that, in the event such withholding is insufficient to repay the full amount Employee owes, Employee will be responsible for repaying the difference between the amount deducted from my pay and the amount Employee owes under this Reimbursement Repayment Agreement. Employee further agrees that in the absence of any other mutual agreement, repayment will occur over a period of six (6) months from the date of separation. If Employee fails to pay any sums due under this Reimbursement Repayment Agreement, (i) interest will thereafter accrue on the unpaid amount at the rate of one percent (1%) per month and (ii) Employee will be responsible for all costs of collection, including reasonable attorneys’ fees.

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By my signature below, Employee acknowledges and agrees to comply with the provisions of this Agreement.

Employee Signature

Dated

Township Authorized Representative

Dated

MEMORANDUM OF UNDERSTANDING
between
THE BATH TOWNSHIP BOARD OF TRUSTEES
and
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

The Bath Township Board of Trustees (hereinafter referred to as “the Employer”) and the Fraternal Order of Police, Ohio Labor Council, Inc., on behalf of the Sergeants and Lieutenants Bargaining Unit (hereinafter referred to as “the Union”), jointly referred to as “the Parties,” hereby agree to the following Memorandum of Understanding (“MOU”) for the purpose of setting forth the terms for payment of retention bonuses.

1. Bath Township Board of Trustees is the recipient of a grant pursuant to the Ohio Criminal Justice Services ARPA Law Enforcement Violence Reduction and Staffing Grant Program, the terms of which include a provision for the payment of retention bonuses to encourage retention of current police personnel.
2. The parties hereby agree that the retention bonuses shall be paid to members of the Bargaining Unit as set forth herein, with the understanding that each member who wishes to receive a retention bonus payment must execute a repayment agreement which will provide for the repayment of the bonus amount on a pro rata basis should the bargaining unit member elect to leave employment with Bath Township prior to November 30, 2024.
3. Retention bonuses shall be paid in the amount of ten percent (10%) of each officer’s base hour rate of pay times 2080 hours. Applicable payroll deductions will be taken from such payments
4. Retention bonuses shall be paid as soon as practicable after receipt of the grant funds, but shall only be paid to each officer who executes a repayment agreement in the form attached hereto as Appendix A.

FOR BATH TOWNSHIP

FOR THE FOP/OLC, INC.

Vito Sinopoli, Township Administrator
Police Chief

Eric Changet, Staff Representative

Sgt. Scott Borton, Local Representative

Date: _____

**BATH TOWNSHIP
AGREEMENT FOR REIMBURSEMENT/ REPAYMENT**

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In the event the employee must leave employment as result of a disability retirement under the terms of the Ohio Public Employees’ Retirement System or death, the Employee’s obligations will be considered fulfilled.

Should the Employee voluntarily resign employment with Bath Township, or is discharged from employment for cause pursuant to the terms of the collective bargaining agreement, the employee agrees to repay a pro rata portion of the retention bonus paid, with the period of time for calculation of the pro rata portion being from the date of payment until November 30, 2024.

Employee further agrees that, to the extent permitted by law, the amount of reimbursement payable by me under this Reimbursement Repayment Agreement may be deducted from the Employee’s last pay and/or any other sums due to the Employee from the Township. Employee agrees that, in the event such withholding is insufficient to repay the full amount Employee owes, Employee will be responsible for repaying the difference between the amount deducted from my pay and the amount Employee owes under this Reimbursement Repayment Agreement. Employee further agrees that in the absence of any other mutual agreement, repayment will occur over a period of six (6) months from the date of separation. If Employee fails to pay any sums due under this Reimbursement Repayment Agreement, (i) interest will thereafter accrue on the unpaid amount at the rate of one percent (1%) per month and (ii) Employee will be responsible for all costs of collection, including reasonable attorneys’ fees.

This Agreement shall be construed under the laws of the State of Ohio. If any provision or part of a provision of this Agreement is determined to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, and if not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of the Agreement shall remain in full force and effect.

By my signature below, Employee acknowledges and agrees to comply with the provisions of this Agreement.

Employee Signature

Dated

Township Authorized Representative

Dated

**AGREEMENT BETWEEN
THE SUMMIT COUNTY SHERIFF'S OFFICE
AND
SUMMIT COUNTY OVI TASK FORCE MEMBER**

This agreement is hereby made between the Summit County Sheriff's Office and the Bath Police Department; hereinafter referred to as "contractor."

I. SCOPE OF WORK

The contractor shall actively participate as a member of the Summit County OVI Task Force and provide coordinated overtime **alcohol-related** enforcement as pre-approved by the Summit County OVI Task Force and the Summit County Sheriff's Office. As a member of the OVI Task Force, the contractor will participate in monthly Task Force meetings and will provide the Task Force with an update of the Contractor's overtime enforcement activity for the reporting period.

Overtime alcohol-related enforcement efforts will be comprised of national/state and local blitzes, concentrated saturation patrols (increased enforcement in concentrated locations), and sobriety checkpoints. Overtime enforcement activity performed under this agreement shall in no way replace or meet the overtime enforcement performance requirements as approved in any other GR-1 grant agreement(s) between the Ohio Department of Public Safety/ Ohio Traffic Safety Office (OTSO) and the Contractor.

The Contractor shall participate in planning and conducting countywide and localized media events/activities, highlighting the Summit County OVI Task Force's initiatives as it relates to the reduction of alcohol-related crashes in the county.

The Contractor will assure that all enforcement personnel to be involved in approved alcohol-related overtime enforcement activity will be certified in the appropriate type of training (i.e., Detection Apprehension and Prosecution/ADAP or Standard Field Sobriety testing – along with checkpoint training). Documentation of appropriate certifications for grant employees will be maintained by the Contractor and will be made available to the Summit County Sheriff's Office and /or the OTSO upon request.

No equipment purchases shall be approved under this agreement except as pre-approved by the Summit County Sheriff's Office and OTSO.

II. SUMMIT COUNTY SHERIFF'S OFFICE AGENT

For the purpose of this task force agreement, the Contractor shall be responsible to Summit County Sheriff's Office and/or its assigned designee. The Contractor acknowledges that all reports and other required documentation shall be submitted to the Summit County Sheriff's Office and that the directions for implementation of the defined activity shall be approved by this authority.

III. PERIOD OF PERFORMANCE

This agreement shall be binding and effective as of the date of this agreement through September 30, 2023. Funding of this agreement is dependant upon the availability of federal funding as appropriated and obligated by the U.S. Congress to the U.S. Department of Transportation for FFY 2023. Should any changes in federal funding adversely affect the OTSO/Summit County Sheriff's Office reserves the right to revise or terminate any previously approved agreement in writing.

IV. REPORTS

The Contractor shall submit complete and proper documentation as follows:

1. The Summit County OVI Task Force, Actual Cost Reimbursement Claim Form (GR- 11)
2. The Summit County OVI Task Force, Report of Direct Labor Form (GR- 12)
3. OTSO Law Enforcement Activity Report / Step Program Form (GR-24A)
4. OTSO Law Enforcement Activity Report / Monthly Summary Narrative form (GR-24B)
5. GI-ISO Law Enforcement Activity Report / DUI Checkpoint Activity Form (GR-24C)

V. REIMBURSEMENT

This agreement shall operate on an "actual cost" reimbursement basis. The cost must be incurred by the Contractor. Upon submission of all completed and proper reports as indicated in section IV, the Contractor shall be reimbursed for the actual overtime alcohol-related enforcement activity dedicated to the Summit County OVI Task Force initiatives and as approved by the Summit County Sheriff's Office.

VI. SPECIAL PROVISIONS

It is hereby agreed that the Summit County Sheriff's Office and the Contractor shall abide by the following OTSO Provisions.

Note: In these provisions, hereinafter, the "grantee" refers to the OTSO and "sub-grantee" refers to Summit County Sheriff's Office.

PROVISION 1

SECURITY AGREEMENT DISCLAIMER

The sub-grantee warrants that he has not employed or retained any company or person other than a bona fide employee working solely of the Consultant to solicit or secure this agreement, and that he has not paid or has not agreed to pay any fee, commission, percentage, brokerage fee, or other considerations contingent upon or resulting from the awarding or making of this agreement.

For breach or violation of this warrant, the State, in conjunction with the sub-grantee, shall have the full right to annul this agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

Either party may terminate this agreement by giving the other party written advance notice of its election to do so. If the contract is canceled under this provision, the sub-grantee shall reimburse the contractor for all work completed and in progress to that date. Upon termination and final payment, all design materials, artwork and any other items / products developed by the Contractor shall become the property of the sub-grantee.

PROVISION 2

REPORTING REQUIREMENTS

Performance reports will be required to be submitted by the Contractor as frequently as required by the sub-grantee. Performance reports shall include brief information on (1) a comparison of actual accomplishments to the objectives established for the period and can include a computation of the cost per unit of output (2) the reasons for slippage if established objectives were not met (3) additional pertinent information including analysis and explanation of cost overruns or high unit cost.

PROVISION 3

PATENT RIGHTS/COPYRIGHTS

Neither the Contractor nor any of the Contractor's employees, agents, subcontractors or assigns shall make a disclosure of the purpose of securing a patent or copyright in the United States or any other country for any product resulting from this agreement unless such disclosure is approved in writing by the sub-grantee prior to application for the patent/copyright in the event that such patent/copyright is obtained, the Contractor shall provide the sub-grantee instrumentality contributing financial support to the work covered by this agreement to make use of the subject of the said patent/copyright disclosure without payment.

PROVISION 4

AUDIT PRACTICES

The Contractor agrees access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

PROVISION 5

EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The sub-grantee and contractor must abide by all E.E.O. regulations, including but not limited to, Executive Order 11264 of September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as Supplemented in Department of Labor regulations. (41 CFR Chapter 60) and section 3(a)(2)(c) of the UMT Act of 1934, as amended, which prohibits the use of exclusionary or discriminatory specification.

PROVISION 6

CERTIFICATION REGARDING LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a Federal, State, or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any Federal, State, or local legislative body. Such activities include both direct and indirect (e.g. "grassroots") lobbying activities, with one exception. This does not preclude an official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, as long as this activity is documented in writing.

PROVISION 7

LABOR RELATIONS

The sub-grantee and contractor must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department Of Labor Regulations (29 CRF, Part 5).

PROVISION 8

ASSURANCES REGARDING THE PARENT AGREEMENT

The provisions of this agreement include all the terms and conditions and assurances of the sub-grantee, and are attached hereto as an Appendix. (The sub-grantee shall attach the parent agreement.)

PROVISION 9

RECORD RETENTION

The sub-grantee and contractor shall retain all required records for three years after grantee or sub-grantees make final payments and all other pending matters are closed.

PROVISION 10

LIABILITY DISCLAIMERS

With this agreement, the sub-grantee and contractor disclaims the Ohio Traffic Safety Office, The Ohio Department of Public Safety, and the Federal Government (e.g., National Highway Traffic Safety Administration, Federal Highway Administration) from liability for workman's compensation, FICA, unemployment compensation, "wages or materials liens," or other payment of any employer/employee relationship.

PROVISION 11 LINE OF CREDIT

That the sub-grantee or contractor shall carry a credit line on the cover or first page of any report that reads substantially as follows:

“Funding provided in part or solely by the:
National Highway Traffic Safety Administration
Federal Highway Administration
Ohio Department of Public Safety
Ohio Traffic Safety Office

Studies evaluations, etc., shall also include the following disclaimer. “The opinions, findings, and conclusions expressed in the publication are those of the author and not necessarily those of, the National Highway Traffic Safety Administration, Federal Highway Administration, Ohio Department of Public Safety and the Ohio Traffic Safety Office.

VII. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving the other party fourteen (14) days notice of its election to do so with a written notice of cancellation to follow.

This agreement is hereby executed this _____ day of _____, 2022

Summit County OVI Task Force Member

Summit County Sheriff

By:

(authorizing official)

By:

Title:

Title:

Date:

Date:

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

From: Robert Campbell, Fire Chief

Date: November 7, 2022

October 2022 CALLS

Station 1 = 58
Station 2 = 60
All Stations = 11
Total = 129

Fire = 37
EMS = 92

Total Transports = 68

Mutual Aid Given= 13
Mutual Aid Received= 4

Yearly Call Total: 1,287
FIRE = 416
EMS = 871

TRAINING:

Class Hours: 62.25
Personnel Hours: 176.75

INSPECTIONS:

Annual	38
Company	20
Consult	04
Fire Drill	05
Plan Review	01
Reinspection	05

TOTAL INSPECTIONS	<hr/> 73
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REPORT:

1. Halloween Party.
2. Toys for Tots

RECOMMENDATIONS:

1. Recommend to approve to pay All Traffic Solutions for a 3-year term for the roadside sign software in the total amount of \$2,425.00.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 11.7.2022 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 Report

Service Crew Monthly Report for October

Resident Service Requests received: 12
Resident Service Requests resolved: 24
Township Service Requests received: 6
Township Service Requests resolved: 5
Foundations: 11
Asphalt Aprons: 1
Drive Culvert: 11
Asphalt Used: 13.5
Linear Feet of Ditching: 358'

Miscellaneous:

Trucks, Plows, and Trailer Maintenance/Repairs; Shop, Buildings, and Grounds Maintenance/Repairs; Cemetery Maintenance, Restorations, Foundations, and Burial Assistance; Roadway Tree Trimming and Removal; Dead Animal Removal from Township Roadways; Installation of Address Markers and Street Signs/Posts; Pothole Patching and Road Repairs; Continuous Cleaning and Sanitizing of Shop and Trucks; Service Request Restorations; Emptying Organic Recycle Trailer; and Assisted Parks with Fall into Nature.

Training:

Personal Safety and Self Defense Seminar – Beth Reinart
Ohio Attorney General Sunshine Law Training - Caine Collins
Summit County Safety Council Utility Safety Extravaganza – Caine Collins
BWC Trenching Safety Days: Competent Person Training – Sean Humphrys and Ricky Brogan

Cemetery Report

Ira Cemetery – 1 Cremation Burial
Moore's Chapel – 1 Cremation and 3 Full Burials

Recommendations by the Service Director

1. Recommendation to pay Pavement Technology, Inc. in the amount of \$6,439.46 for Estimate No. 01 of the 2022 Summit County Asphalt Rejuvenating Program.
2. Recommendation to pay Melway Paving Company, Inc. in the amount of \$44,310.05 for Estimate No. 02 of the 2022 Summit County #405 Resurfacing Program.
3. Recommendation to advertise internally for a part-time Service Personnel Level 1, with the 5-day internal posting period to begin on November 8th, 2022.

PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner

AGENDA FOR THE TRUSTEE MEETING 11/7/2022

General Park Information

I would like to thank the Fall into Nature Committee, the Park Board, and everyone who participated in the 14th annual Fall into Nature event, at the Regal Beagle Shelter and the University of Akron Field Station on October 8.

Since April 1, 2022 the parks have had a total of 1,826 scheduled events; in October, 175 events were scheduled.

Park personnel checked and inspected all the trails, performed routine visual inspections on the playgrounds, performed general buildings and grounds maintenance/repairs, and completed vehicle and equipment maintenance/repairs.

Park personnel began leaf clean-up in the parks

Bath Baseball Park

As a reminder, from November 1 - March 31 of each year, the park closes for maintenance.

Our records show that the 2022 baseball/softball season, April 1 – October 17, had a playability of 86%. The fields were playable 172 days out of the possible 200 days, with 84 days of rain, and approximately 19.52 inches of precipitation during that time. The 2021 baseball/softball season had a playability of 84%.

Carpenter Asphalt Sealer Co., Inc. completed the striping of the parking lot.

Bath Community Park

The fall football, cross country, and soccer seasons have ended for this year.

Bath Hill Park

No new business to report.

Bath Nature Preserve

Park personnel spent approximately 45 hours mowing the trails and trimming the vegetation around signs, benches, and fencing.

North Fork Preserve of Bath

Park personnel continue to work on the Triple Loop Trail project.

R.B. Stout Inc., completed the landscaping project at the entrance of the preserve.

Training

BWC Trenching Safety Days: Competent Person Training (Nicholas Barker)

Recommendations by the Park Director

1. Recommendation to pay Melway Paving Company, Inc. in the amount of \$31,883.77 for Estimate No. 02 of the 2022 Summit County #422 Resurfacing Program.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant
From: William Funk Planning Director/Zoning Inspector
Date: November 1, 2022
Re: Zoning Report for the month of October

PERMITS

During the month 12 zoning permits were issued in the following categories:

- Accessory Structure 6
- Swimming Pool 2
- New Residential Dwelling 1
- Fence 1
- Sign 1
- Subdivision 1

ZONING COMMISSION

October 13, 2022 Zoning Commission Public Hearing:

- The Zoning Commission tabled the public hearing for 4073 Medina Rd. to November 3, 2022 to allow the applicant additional time to provide a traffic impact study for the proposed redevelopment.

APPEARANCE REVIEW COMMISSION

October 3, 2022 the Appearance Review Commission reviewed the following cases:

- ARC 22-11, Tom Yankovich of Ellet Neon Sign for Cleveland Clinic – Mercy Hospital, tabled the review for the proposed replacement monument signs for Cleveland Clinic – Mercy Hospital at 4125 Medina Rd., located in the B-4 Business District.
- ARC 22-12, Emily Miller of Fox Design Group, LLC for Golf Galaxy, tabled the building/elevation review for Golf Galaxy at 37 N. Cleveland Massillon Rd., located in the B-1 Business District.
- ARC 22-13, Scott Farnsworth of Archer Sign Corporation for The Corner Provisions, tabled the review of the new monument signs for The Corner Provisions at 1070 Ghent Rd., located in the B-1 Business District.
- ARC 22-14, Randy Parsons of MPG Architects for I of the Needle, recommended to approve the site plan and building elevations for I of the Needle at 1864 N. Cleveland Massillon Rd., located in the B-5 Business District.
- ARC 22-15, Lene Hill of CT Architects for Select Medical, table the site plan review and building elevations for the proposed new neurological transitional center for Select Medical at 4585 Medina Rd., located in the B-4 Business District.

BOARD OF ZONING APPEALS

October 18, 2022 the Board of Zoning Appeals heard the following cases:

- BZA 22-27, Robert Kepley, approved a conditional use for a ground mounted solar array and approved a variance for location and size of the free-standing solar array at 2075 N. Hametown Rd., located in the R-2 Residential District.
- BZA 22-28, Randy Parsons of MPG Architects for I of the Needle, approved a variance to add parking in the R-2 portion of the property at 1864 N. Cleveland Massillon Rd., located in the B-5 Business District.

- BZA 22-29, Cody Butzer, approved a variance for a reduction in the side yard setback for a residential addition at 960 Robinwood Hills Dr., located in the R-2 Residential District.

SOLID WASTE

- New Customers 16
- Vacation Customers 11
- Total Customers 3,456

MISCELLANEOUS

- None

RECOMMENDATIONS

- None



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: November 7, 2022
Re: Administrator's Report – 11/07/2022

REPORT:

Bath Township Community Survey closed on September 30, 2022.

Survey topics included: zoning regulations, housing availability, public communication methods, broadband and various department services. 786 responses as of 9/30/22. The results are being reviewed and information will be shared.

As a reminder to residents, particularly at a time when there are so many signs posted throughout the township, temporary signs within the road right of ways on township, county and state roads, are not permitted and must be removed as soon as possible. Temporary signs are regulated through Article 13 of the Bath Township Zoning Resolution and, where permitted, require a permit. Everyone's cooperation in removing temporary signs within the right of way as soon as possible is greatly appreciated.

RECOMMENDATIONS:

1. Recommendation to approve the 2023 Board of Trustees meeting calendar.
2. Resolution 2022-36 To Support the Summit County Surface Water Management District's Idlebrook Bankfull Wetlands Restoration Project.
3. Recommendation to approve payment to Ohio UAV for the Matrice 30 drone in the amount of \$18,907.00

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 7th DAY OF NOVEMBER, 2022 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 P.M. IN BATH TOWNSHIP, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption:

RESOLUTION NO. 2022-37

A RESOLUTION SUPPORTING THE SUMMIT COUNTY SURFACE WATER MANAGEMENT DISTRICT'S IDLE BROOK BANKFULL WETLANDS RESTORATION PROJECT

WHEREAS, the Summit County Engineer intends to submit on behalf of the Summit County Surface Water Management District a grant application for restoration and preservation of the Idle Brook Bankfull Wetlands Project (the "Project") which would restore an area of natural floodplain wetlands along Idle Brook, Yellow Creek, and West Fork in Bath Township; and,

WHEREAS, the Summit County Engineer will apply to the Ohio Public Works Commission and the District 8 Natural Resources Assistance Council for funding through the Clean Ohio Green Space Conservation Program (the "Clean Ohio Grant Application") for the project; and

WHEREAS, the State of Ohio, through the Ohio Public Works Commission, administers financial assistance for the restoration and preservation of open spaces and riparian corridors, through the Clean Ohio Green Space Conservation Program; and

WHEREAS, restoration and preservation of the Project's natural riparian corridors, wetlands, and floodplains will help improve, protect and maintain water quality in the area; and

WHEREAS, the Bath Township Board of Trustees finds and determines, after reviewing all pertinent information, that it is necessary and in the best interest of the Bath Township to declare its support for the Idle Brook Bankfull Wetlands Clean Ohio Grant Application to be submitted for funding through the Clean Ohio Green Space Conservation Program.

NOW, BE IT RESOLVED by the Bath Township Board of Trustees, County of Summit, State of Ohio:

SECTION 1. This Board hereby approves and supports the Summit County Engineer's Idle Brook Bankfull Wetlands Clean Ohio Grant Application, in Bath Township, to be submitted to the Ohio Public Works Commission and the District 8 Natural Resources Assistance Council for funding through the Clean Ohio Green Space Conservation Program,

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 November 7, 2022.

in order to conserve and preserve the Idle Brook Bankfull Wetlands property, streams, floodplains, and wetlands.

SECTION 2. The Board finds and determines that all formal action concerning and relating to the adoption of this Resolution was taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, comfort, convenience, and general welfare of the inhabitants of Bath Township, and for further reason that this measure is necessary due to the upcoming Clean Ohio Grant Application deadline, and if this Resolution receives the necessary number of votes, it shall take effect and be in force after its passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

_____ seconded the resolution and the Fiscal Officer called the Roll:

Mrs. Troike,
Mrs. Goodrich,
Mr. Gaffney,

Resolution

Gregory R. Thewes
Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

Sharon A. Troike,
Bath Township Board of Trustees

November 7th, 2022
Date:

Sean F. Gaffney, Trustee
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated November 7, 2022.