



## **BOARD OF TRUSTEES MEETING**

Monday, January 23, 2023 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 2023-00001 through 2023-00272 and payments totaling \$177,796.25 **Roll Call**.
2. Recommendation to approve the December 19, 2022 regular meeting minutes (Troike, Goodrich and Gaffney)
3. Recommendation to not hold a public hearing in the D5 TREX Liquor Permit transfer for 2446 N. Cleveland Massillon Rd.
4. Correspondence log available for public view.

### **DEPARTMENT HEADS AND ADMINISTRATORS**

#### **POLICE CHIEF VITO F. SINOPOLI**

Report / Recommendations

1. Resolution 2023-02 Cooperative Agreement with the Village of Richfield for Animal Control Services. **Roll Call**

#### **FIRE CHIEF ROBERT CAMPBELL**

Report / Recommendations

1. Recommendation to accept the resignation of Part Time Firefighter/EMT Caden Hayward effective immediately.
2. Resolution 2023-03 Division of State Fire Marshal Fire Department Equipment Grant to replace old (2012) thermal imager.

#### **SERVICE DIRECTOR CAINE COLLINS**

Report / Recommendations

1. Recommendation to accept the Annual Highway System Mileage Certification for 2022 as forwarded from the Summit County Engineer and received from the Ohio Department

of Transportation. This document certifies that Bath Township was responsible for maintaining 62.604 miles of public road in 2022.

2. Recommendation to advertise and post for Service Department and Park Division Seasonal workers beginning on January 24, 2023. Applications will be accepted until the positions are filled.

**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 agreement with KZF Design for consulting work on Fire Station 1 design in an amount not to exceed \$16,750.00

**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](http://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  
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
1/11/23	Hibbard 2335 N. Short Hills Drive	Bath Homeowner's Assoc. survey submitted to Bath Township	Board of Trustees

**BATH TOWNSHIP BOARD AND COMMITTEE LOGS**

None at this time.

Chief of Police Report  
January 23, 2023

Recommendations:

Resolution 2023-02 to enter into an agreement with the Village of Richfield for animal control services.

**BATH TOWNSHIP BOARD OF TRUSTEES**  
**BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF**  
**JANUARY, 2023 THE BATH TOWNSHIP BOARD OF TRUSTEES MET AT 3864 W.**  
**BATH RD. AKRON, OHIO AT 4:00 PM IN REGULAR SESSION IN BATH**  
**TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.**

\_\_\_\_\_ presented the following Resolution and moved for its adoption.

**RESOLUTION NO. 2023-02**  
**TO ENTER INTO COOPERATIVE AGREEMENT WITH THE VILLAGE OF**  
**RICHFIELD FOR ANIMAL CONTROL SERVICES**

**WHEREAS**, Bath Township wishes to enter into Cooperative Agreement with the Village of Richfield, County of Summit to render certain services regarding animal control in Bath Township; and,

**WHEREAS**, the Village of Richfield is willing and able to provide such services pursuant to the terms and conditions agreed upon between Bath and Richfield.

**NOW, THEREFORE IT BE RESOLVED**, in consideration of the covenants and promises in the attached agreement (Exhibit A), the parties agree to its contents.

1. That Township Administrator, Vito F. Sinopoli, is authorized and directed to enter into an agreement with the Village of Richfield, substantially in the form of the agreement attached hereto as Exhibit "A" and incorporated herein fully as if by reference, for animal control services for a period of three (3) years.
2. It is found and determined that all formal actions of the Bath Township Board of Trustees concerning and relating to the adoption of this Resolution were adopted in an open meeting and that all deliberations of the Board that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.
3. That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare and it shall take effect immediately upon its passage and execution by the Board of Trustees; otherwise, it shall take effect and be in effect from and after the earliest period allowed by law.

\_\_\_\_\_ seconded the Resolution, discussion held and the Roll Called.

Mrs. Troike, **aye**  
Mr. Gaffney, **aye**  
Mrs. Goodrich, **aye**

**Resolution Adopted**

(Signature Page to Follow)

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Gregory R Thewes, Fiscal Officer  
Bath Township

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Sharon A. Troike, President  
Bath Township Board of Trustees

Date: January 23, 2022

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Sean F. Gaffney, Vice-President  
Bath Township Board of Trustees

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Elaina Goodrich, Trustee  
Bath Township Board of Trustees

**This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated January 23, 2023.**

## **AGREEMENT FOR ANIMAL CONTROL SERVICES**

This Animal Control Services Agreement is entered into this 23rd day of January, 2023 by and by and between the Village of Richfield, Ohio (“Richfield”), 4410 W. Streetsboro Road, Richfield, Ohio and Bath Township, Ohio (“Bath”), 3864 West Bath Road, Akron, Ohio 44333.

### **RECITALS**

**WHEREAS**, Bath wishes to engage Richfield to render certain services with regard to animal control and related matters in Bath; and

**WHEREAS**, Richfield is willing to provide such services pursuant to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the parties agree as follows:

1. Richfield agrees to accept dogs and cats seized within and delivered from Bath. Such animals shall be seized, then impounded, housed, and fed by Richfield for a period not to exceed three (3) days (72 hours) from the date such animal is impounded, unless the Village, in its sole discretion, permits such animals to remain impounded beyond the three (3) day period.

2. Upon expiration of the three (3) day period, Bath shall reclaim any animals that have been impounded on its behalf and shall solely be responsible for redemption, sale, donation, or euthanizing of such animals in accordance with state law and any applicable Bath Regulations.

3. Bath shall transport any animal with apparent injury or illness to the Humane Society of Greater Akron, or any qualified veterinarian, for evaluation and treatment or euthanasia. Richfield may refuse to accept any animal with any apparent injury or illness. However, Bath may request the Village’s Animal Control Officer to respond to Bath in order to take custody of animal and/or for transportation of an animal to another facility and pay the applicable fee set forth below.

4. Richfield may refuse to accept any animal if cage space becomes unavailable.

5. Bath agrees to pay fees to Richfield for all services rendered by Richfield under this Agreement according to the following fee schedule:

- Impound Fee \$40.00 per animal
- Housing and Feeding Fee (3 days) \$10.00 per animal per day
- Housing and Feeding Fee (after 3 days) \$15.00 per animal per day
- Seizing/Transportation Fee (optional) \$50.00 per occurrence

6. Richfield shall send to Bath monthly invoices for services rendered and expenses incurred in providing said services (e.g., veterinary bills, Summit County fees) and Bath shall pay such invoice within 30 days of receipt.

7. This Agreement shall be for a period of three years from the date of execution noted above.

8. Bath agrees to hold Richfield, its employees, elected officials, members of the Richfield Police Department and Animal Control including its chief of police, police officers and animal control officers individually harmless from any and all liability arising out of performance of this Agreement by Richfield.

9. During the term of this Agreement, Richfield and Bath shall each purchase and keep in place general liability insurance of not less than \$3,000,000 (\$1,000,000 general liability and \$2,000,000 liability umbrella coverage) insuring against liability as a result of any act or omission of Bath or its officers or employees in connection with this Agreement.

10. Either party may cancel the services of this Agreement with or without cause with at least 90 days written notice to the other party.

11. No modification to this Agreement shall be effective unless made in writing and signed by both parties.

12. The provisions of this Agreement are severable. If any provision of this Agreement is declared void or invalid by any court of competent jurisdiction, all other provisions of this Agreement remain binding.

13. Notices issued pursuant to or relating to this Agreement shall be provided, in a writing delivered by (1) U.S. Mail or overnight delivery or (2) by electronic mail, to the Mayor of the municipality to whom the notice is directed, with a copy to the Chief of Police or equivalent of that municipality.

14. This Agreement is the entire understanding of the parties with respect to Police Dispatch. Any promise or condition not contained in this Agreement is not binding on the parties.

15. This Agreement is entered into pursuant to Resolution No. \_\_\_-2023 of the Village of Richfield and Resolution No. 2023-02 of the Bath Township, Summit County, Ohio.

**[Remainder of Page Intentionally Left Blank]**



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**VILLAGE OF RICHFIELD**

**BATH TOWNSHIP**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
TRUSTEE

And: \_\_\_\_\_  
Its Finance Director

By: \_\_\_\_\_  
TRUSTEE

By: \_\_\_\_\_  
TRUSTEE

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Director of Law  
Village of Richfield

\_\_\_\_\_  
Bath Township, Legal Counsel

January 23, 2023

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 accept the resignation of Part Time Firefighter/EMT Caden Hayward effective immediately.
2. Resolution 2023-03 Division of State Fire Marshal Fire Department Equipment Grant to replace old (2012) thermal imager.

**BATH TOWNSHIP BOARD OF TRUSTEES**

**BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 23rd DAY OF JANUARY, 2023, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 PM. IN THE BATH TOWNSHIP MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO**

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

**RESOLUTION 2023-03  
A RESOLUTION AUTHORIZING THE APPLICATION TO  
THE STATE FIRE MARSHALL’S GRANT**

**WHEREAS**, The State of Ohio Fire Marshall’s Grant offers financial assistance for Ohio fire departments; and,

**WHEREAS**, The grant works to provide life-saving equipment and needed resources to first responders and public safety organizations as a reimbursement grant; and,

**WHEREAS**, The Bath Township Fire Department purchases, operate, and maintain fire and EMS equipment; and,

**WHEREAS**, the Bath Township Board of Trustees desire financial assistance to purchase equipment, specifically replacement of a thermal imaging instrument as approved through the reimbursement grant.

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

1. Approves the filing of an application to the State of Ohio Fire Marshall’s Grant.
2. That Chief Robert Campbell is hereby authorized and directed to execute and file an application and to provide all information and documentation required to become eligible for possible funding assistance.
3. That Bath Township has obligated the funds required to satisfactorily complete the proposed project and become eligible under the terms and conditions of the grant program to be reimbursed.

**FURTHER**, that the Fiscal Officer be directed to create a Special Revenue Fund and if the grant is awarded, to amend the 2023 Certificate of Estimated Resources and the Permanent Appropriations to reflect the new revenue and expenses.

Second by \_\_\_\_\_; discussion and roll called:

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

**Resolution Adopted**

\_\_\_\_\_  
Gregory R. Thewes  
Fiscal Officer

\_\_\_\_\_  
Sharon A. Troike, President  
Bath Township Board of Trustees

\_\_\_\_\_  
Sean F. Gaffney, Vice President  
Bath Township Board of Trustees

Date: January 23, 2023

\_\_\_\_\_  
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 January 23, 2023.**

# **SERVICE DIRECTOR Caine Collins**

## AGENDA FOR THE 1-23-2023 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 accept the Annual Highway System Mileage Certification for 2022 as forwarded from the Summit County Engineer and received from the Ohio Department of Transportation. This document certifies that Bath Township was responsible for maintaining 62.604 miles of public road in 2022.
2. Recommendation to advertise and post for Service Department and Park Division Seasonal workers beginning on January 24, 2023. Applications will be accepted until the positions are filled.

**PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner**  
AGENDA FOR THE TRUSTEE MEETING 1/23/2023

**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: January 23, 2023  
Re: Zoning Report

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#### RECOMMENDATIONS

1. None



To: Board of Trustees  
From: Vito F. Sinopoli, Township Administrator  
Date: January 23, 2023  
Re: Administrator's Report – 1/23/2023

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**REPORT:**

Prohibited Temp Signs

**RECOMMENDATIONS**

- : 1. Recommendation to enter into an agreement with KZF Design for consulting work on Fire Station 1 in an amount not to exceed \$16,750.00

November 17, 2022

Bobby Johnson  
MPG Architects  
3660 Embassy Parkway  
Fairlawn, OH 44333

Subject: Fee Proposal  
Limited Public Safety Design Consulting Services  
Bath Township, OH  
Fire Station #1 – Expansion / Replacement Study

Bobby,

KZF Design, Inc. (KZF) is pleased to provide MPG Architects (Client) this proposal for professional design consulting services for the above referenced project.

### **Project Scope**

This proposal is based on information provided by the Client to KZF and KZF's understanding of the project scope and program which is as follows:

- MPG is currently under contract with Bath Township, OH to review options to either expand the existing fire station #1, or relocate the station to a new site. The process has qualified 2 sites for final consideration – Site 1 is the existing fire station #1 site at the SW corner of West Bath Road and North Cleveland-Massillon Road. Site 2 is a currently undeveloped parcel on the west side of North Cleveland-Massillon Road, approximately ¼ mile north of West Bath Road. In order to complete site analysis of the final site options, further development of the project program, as well as the development of conceptual site plans is required.
- KZF will provide public safety design consulting services to support MPG limited to the following:
  - Development of project program(s) including initial development of a project program for a new facility, as well as an alternate program (based on the new facility project program) adjusted for a renovation / expansion of the existing facility.
  - Development of conceptual building plans for both a new facility & a renovation / expansion of the existing facility. Conceptual plans will be diagrammatic in nature & will be scaled to allow their use in development of site concept plans.
  - Development of conceptual site plans for both a new facility on Site 2 & a renovation / expansion of the existing facility on Site 1.
- This proposal does not include any schematic design, design development, construction documents or design calculations.
- This proposal presumes that the professional services will commence in November / December 2022 & be completed in a single phase no later than February 2022.



## **Basic Services**

Outlined below is the scope of Basic Services that KZF Design proposes to provide for the successful completion of this project.

### **Programming and Concept Design Phase**

- KZF will lead efforts in performing the programming and concept design efforts, MPG will serve as the overall Project Lead and primary point of communication between KZF and Bath Township.
- KZF will provide a copy of KZF's Fire Station Questionnaire to the Owner group prior to the initial programming meeting & subsequently format the information collected into a preliminary program and establish a list of items for further discussion
- KZF will meet with the Owner and Client's project team (via MS Teams) to review specific requirements for the project utilizing data collected from the Questionnaire to determine details of space requirements compiled in a Program Summary (for a new facility & for a renovation / expansion of the existing site).
- Based on the Program Summary, develop conceptual floor plans for evaluation (up to two floor plan options for each site) of the proposed fire station.
- Based on the Program Summary and conceptual floor plans, develop conceptual site plans for evaluation (up to two options for each site) of the proposed fire station.
- A final summary consisting of the Program Summary, Concept Floor Plan(s) and Concept Site Plan(s) will be provided at the conclusion of this phase.
- KZF will attend up to four programming/concept design meetings via MS Teams (or similar) with the design team and the Owner group to review the program information, establish design criteria and present / review conceptual plans.

### **Items Not Included In Basic Services - Exclusions**

1. Attendance at additional meetings in excess of those noted herein.
2. Building code review and / or analysis.
3. Zoning code review and / or analysis
4. Development of Room Data Sheets, Room Diagrams, Detailed Program Document, or similar design tools.
5. Development of exterior elevations.
6. Civil Engineering Design and / or document services
7. Revisions to the deliverables inconsistent with previous instructions or approvals by the Client, and/or resultant to Client's failure to render decisions in a timely manner.
8. Estimates or opinions of probable construction costs.
9. Preparation of site surveys
10. Preparation of architectural renderings and models
11. Schematic Design, Design Development or Construction Document Phase services.
12. LEED or sustainable design certification reviews, design or related services

### **Basic Service Fees**

The compensation for the programming and site evaluation services shall be billed on an hourly basis with an estimated total fee range as follows:

Programming and Concept Design Phase Services: \$16,750

### **Additional Services**

The scope of services listed above is expected to be sufficient to complete the identified phase(s) of the project. If in the course of completing the Basic Services other services are required or a modification to the scope of services identified above is necessary, KZF Design will submit a proposal for additional services and obtain Clients written approval prior to proceeding. Any Basic Service time required in excess of any noted Allowances will be billed on an hourly basis upon written authorization. Hourly rates per the attached Hourly Rate Schedule.

### **Client Provided Items**

KZF requires that the following items be provided as required in a timely manner in order to complete the scope of services as defined herein per the noted schedule.

1. Timely responses to requests for information and decisions / direction from the Client
2. Access to the site for field observation and verification as needed
3. Site survey information of both site in electronic format
4. Other engineering services if required but not identified

### **Proposed Terms and Conditions:**

The CLIENT agrees that to the fullest extent permitted by law, KZF's total liability to the CLIENT for any and all injuries, claims, losses, expenses, and damages, arising out of this Agreement from any cause or causes shall not exceed the amount of KZF's fee.

KZF shall invoice every four weeks for the amounts due for professional services rendered and expenses incurred. In addition to the compensation for professional services, KZF shall be reimbursed for out of pocket expenses. CLIENT shall pay KZF the full amount due upon receipt of invoice. All past due amounts shall bear interest at the rate of one and one-half percent (1-1/2%) per month compounded monthly after thirty days. KZF Design reserves the right to suspend services and / or not issuing documents for permit approvals if the Clients account is past due.

It is recognized that KZF does not have control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, KZF cannot and does not warrant or represent that bids or negotiated prices will not vary from any Opinion of Probable Construction Cost or evaluation prepared or agreed to by KZF.

This Agreement may be terminated by either party upon seven (7) calendar day's written notice. In the event of termination, KZF shall be paid by the CLIENT for all services performed to the date of termination.

All expenses including but not limited to overnight shipping/ mailing charges, mileage expense, in-house and out of house printing are considered reimbursable, and will be billed at cost plus 10% administrative charge.

Thank you for the opportunity to offer these services. If the terms and conditions stated herein are acceptable to you, please acknowledge by signing below and returning one executed copy to our office. This document will serve as the notice to proceed for our services, as well as final contract between the parties.

Sincerely,  
KZF Design Inc.



Scott F. Csendes, A.I.A., P.M.P.  
Vice President – Director, Civic and Public Safety Division

APPROVED AND ACCEPTED

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

Client: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

# 2022 Hourly Rate Schedule

1/25/2022

Rates effective  
through  
12/31/2022

<b>Category</b>	<b>Rate</b>
Architect Level 1	\$130
Architect Level 3	\$200
Construction Administrator	\$190
Civil Designer Level 1	\$120
Civil Designer Level 3	\$140
Civil Engineer Level 1	\$120
Civil Engineer Level 3	\$190
Clerical	\$110
Designer Level 1	\$95
Designer Level 3	\$190
Electrical Designer 1	\$140
Electrical Designer 3	\$160
Electrical Engineer Level 1	\$150
Electrical Engineer Level 3	\$290
Interior Designer Level 1	\$100
Interior Designer Level 3	\$200
Mechanical Designer Level 1	\$110
Mechanical Designer Level 2	\$130
Mechanical Engineer Level 2	\$150
Mechanical Engineer Level 3	\$250
Planner Level 1	\$100
Planner Level 3	\$190
Principal	\$360
Project Manager Level 1	\$130
Project Manager Level 2	\$190
Project Manager Level 3	\$220
Structural Designer Level 1	\$110
Structural Designer Level 3	\$120
Structural Engineer Level 3	\$200