



## **BOARD OF TRUSTEES MEETING**

Monday, February 6, 2023 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. Recommendation to approve payments totaling \$ 96,115.17 and Purchase Orders 2023-00273 to 2023-00303. **Roll Call.**
2. Recommendation to approve the January 9, 2023 regular meeting minutes (Goodrich and Gaffney)
3. Recommendation to approve the January 23, 2023 regular meeting minutes (Troike, Goodrich and Gaffney)
4. Recommendation to enter into an agreement with ADP for township payroll services for the annual amount of \$11,281.85, which includes a one-time implementation fee.
5. The 2021 Bath Township Financial Audit has been released from the Auditor of State (AOS) and posted to the AOS website.
6. Correspondence log available for public view.

### **DEPARTMENT HEADS AND ADMINISTRATORS**

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

Report / Recommendations

1. Recommendation to sell the 2019 Ford Explorer (Car 14 and current mileage 90,068.8) to the Bath Township Service Department for the amount of \$9,000.

### **FIRE CHIEF ROBERT CAMPBELL**

Report / Recommendations

1. Resolution 2023-04 Ohio EMS Priority One Training and Equipment Reimbursement Grant. **Roll Call**

### **SERVICE DIRECTOR CAINE COLLINS**

Report / Recommendations

1. Recommendation to pay Gardiner Service Company in the amount of \$34,440.00 for the replacement of 3 HVAC units in the Bath Center Building.

2. Recommendation to post internally for the position of full-time Service Fleet Mechanic in accordance with all the rules and regulations of Bath Township, with the five (5) day internal posting period to begin on February 7, 2023.

**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 hire Kasha Brackett to the position of Executive Assistant for Administration at the hourly rate of \$28.00/hour, subject to all rules and regulations of Bath Township, along with a one- year probationary period.
2. Resolution 2023-05 NOPEC Energized Community Grant. **Roll Call**
3. Resolution 2023-06 NOPEC Event Sponsorship Grant. **Roll Call**

**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:   |
|---------|---------------|----------------------------------------------------|----------------|
| 1/23/23 | Joyce Balli   | E-mail regarding SWMD assessment on property taxes | Trustee Troike |
| 1/26/23 | Joyce Balli   | E-mail regarding SWMD assessment and new program   | Trustee Troike |
| 1/29/23 | Joyce Balli   | E-mail regarding SWMD assessment and new program   | Trustee Troike |
|         |               |                                                    |                |
|         |               |                                                    |                |
|         |               |                                                    |                |
|         |               |                                                    |                |

**BATH TOWNSHIP BOARD AND COMMITTEE LOGS**

**None at this time.**

Company Information

Bath Township  
3864 W Bath Rd  
Akron, OH 44333  
United States

Executive Contact

Greg Thewes  
[gthewes@bathtownship.org](mailto:gthewes@bathtownship.org)  
(330) 666-4007



101

Total  
Employees



\$1,500.00

Implementation  
Costs



\$9,781.85

Total Annual  
Investment

Expiration  
3/11/2023

ADP Sales Associate

Alec Schmidt  
MAS Core DM  
[alec.schmidt@adp.com](mailto:alec.schmidt@adp.com)

\*\* This Investment Summary has been made available for illustration purposes only and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated thereby.

# Sales Order

Quote Number 02-2023-57214 1



## Company Information

Bath Township  
3864 W Bath Rd  
Akron, OH 44333  
United States

## Executive Contact

Greg Thewes

[gthewes@bathtownship.org](mailto:gthewes@bathtownship.org)  
(330) 666-4007

## Recurring Fees and Considerations

Number of Employees: 97 on Bath Township



### Per Processing

|                                              | Count | Min | Base    | Rate          | Bi-Weekly | Annual     |
|----------------------------------------------|-------|-----|---------|---------------|-----------|------------|
| Workforce Now Payroll Solutions              | 97    | -   | \$60.00 | \$2.70        | \$321.90  | \$8,369.40 |
| • Essential Plus Payroll                     |       |     |         |               |           |            |
| • Enhanced HR                                |       |     |         |               |           |            |
| Delivery Fee                                 | 1     | -   | \$20.00 | -             | \$20.00   | \$520.00   |
| Employment and Income Verification           | 101   | -   | -       | -             | \$0.00    | \$0.00     |
| • Employment Verification                    |       |     |         |               |           |            |
| Additional Jurisdiction (if applicable)      |       | 2+  |         | \$10.00/month |           |            |
| International Employees Rate (if applicable) |       |     |         | \$3.10/month  |           |            |



### Annual Processing

|                              | Count | Min | Base | Rate   | Annual   |
|------------------------------|-------|-----|------|--------|----------|
| Year End Forms, W2s or 1099s | 97    | -   | -    | \$5.21 | \$505.37 |



### Total Annual Investment

Total Annual

Workforce Now Services

\$9,394.77



### Other Considerations

Implementation

Setup

• Implementation for Workforce Now Payroll Solutions

\$1,500.00



### Total Other Considerations

Total Setup

Implementation and Setup

\$3,000.00

Implementation Discount Value

(\$1,500.00)

Estimated Total Net Implementation

\$1,500.00

# Sales Order

Quote Number 02-2023-57214 1



## Company Information

Bath Township  
3864 W Bath Rd  
Akron, OH 44333  
United States

## Executive Contact

Greg Thewes

[gthewes@bathtownship.org](mailto:gthewes@bathtownship.org)  
(330) 666-4007

## Recurring Fees and Considerations

Number of Employees: 4 on Bath Twp Elected Officials



### Monthly Processing

|                                         | Count | Min | Base    | Rate          | Monthly | Annual   |
|-----------------------------------------|-------|-----|---------|---------------|---------|----------|
| Workforce Now Payroll Solutions         | 4     | -   | -       | \$5.13        | \$20.52 | \$246.24 |
| • Essential Plus Payroll                |       |     |         |               |         |          |
| • Enhanced HR                           |       |     |         |               |         |          |
| Delivery Fee                            | 1     | -   | \$10.00 | -             | \$10.00 | \$120.00 |
| Additional Jurisdiction (if applicable) |       | 2+  |         | \$10.00/month |         |          |



### Annual Processing

|                              | Count | Min | Base | Rate   | Annual  |
|------------------------------|-------|-----|------|--------|---------|
| Year End Forms, W2s or 1099s | 4     | -   | -    | \$5.21 | \$20.84 |



### Total Annual Investment

### Total Annual

Workforce Now Services

\$387.08

DRAFT



Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Other

ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date.

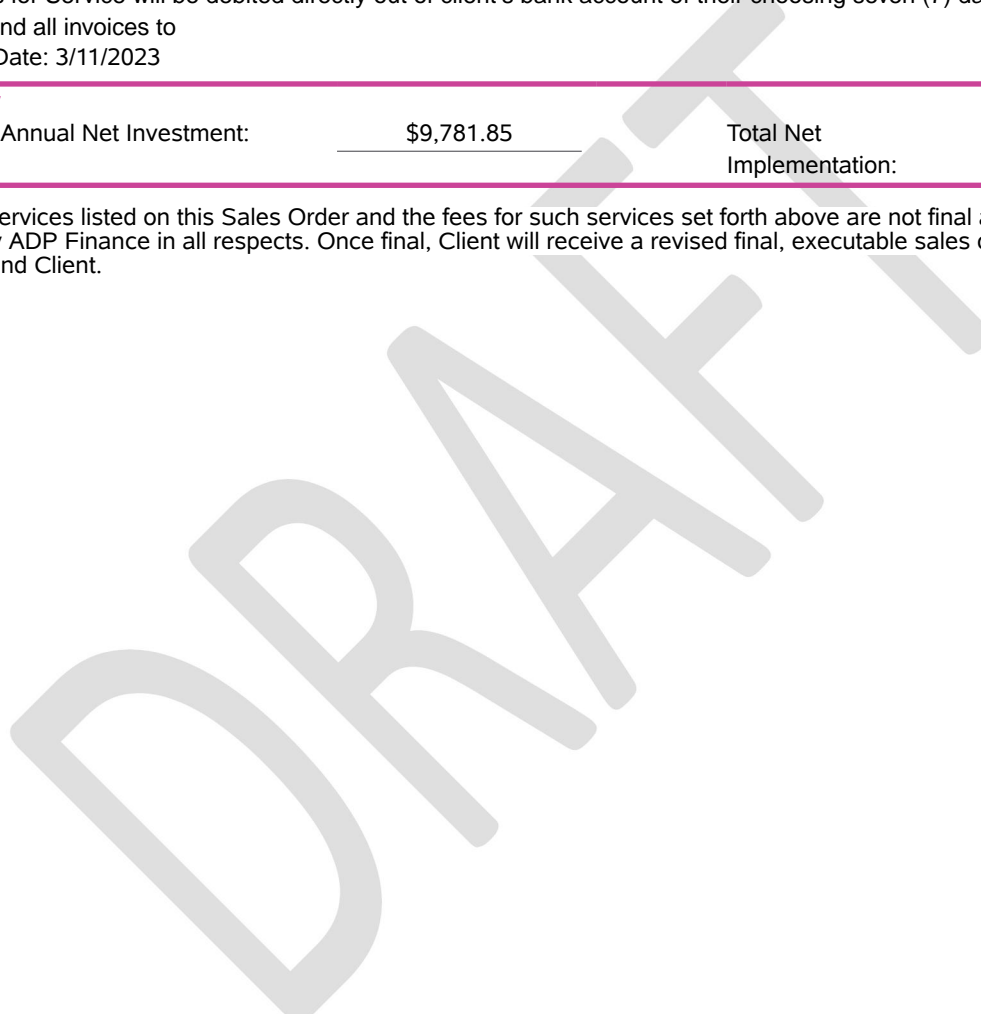
ADP will send all invoices to

Expiration Date: 3/11/2023

Summary

|                                  |                   |                           |                   |
|----------------------------------|-------------------|---------------------------|-------------------|
| Estimated Annual Net Investment: | <u>\$9,781.85</u> | Total Net Implementation: | <u>\$1,500.00</u> |
|----------------------------------|-------------------|---------------------------|-------------------|

The ADP Services listed on this Sales Order and the fees for such services set forth above are not final and remain subject to approval by ADP Finance in all respects. Once final, Client will receive a revised final, executable sales order to be signed by both ADP and Client.



## Workforce Now Included Services

### Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Employee Case Resolution
- Online Reports and Pay Statements
- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

### Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts
- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

### Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications
- Client access to Electronic Reports and Tools
- Immigration Verifications

Thank you for your consideration



## Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP, Inc. and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at [www.adp.com/-/media/adp/privacy/pdf/glossary\\_en.pdf](http://www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf).

### PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law; and (c) Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except as permitted under Applicable Law. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.

ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated and anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country in which Client Personal Data was collected. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.

An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://thebridge.adp.com/workforce-now/gdpr/m/media/634>. Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law. Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests and complaints and providing Client with relevant information for conducting data protection impact or risk assessments. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either:

(a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or,

(b) make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential

Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

## **PART II – GDPR**

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at [https://www.adp.com/-/media/adp/privacy/pdf/bcrpc\\_en.pdf](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf), governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual

clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

## **PART III - Miscellaneous**

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code; (c) this Data Privacy Appendix; and (d) the Agreement.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

Chief of Police Report  
February 6, 2023

Recommendations:

Motion to sell a 2019 Ford Explorer (Car 14 and current mileage 90,068.8) to the Bath Township Service Department in the amount of \$9,000.00.

February 6, 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. Resolution 2023-04 Ohio EMS Priority One Training and Equipment Reimbursement Grant.

**BATH TOWNSHIP BOARD OF TRUSTEES**

**BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 6<sup>th</sup> DAY OF FEBRUARY, 2023, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 7:00 PM. IN THE TRUSTEE MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO**

Mr. Gaffney presented the following Resolution and moved its adoption:

**RESOLUTION 2023-04  
A RESOLUTION AUTHORIZING THE APPLICATION TO  
THE STATE OF OHIO EMS PRIORITY ONE REIMBURSEMENT GRANT**

**WHEREAS**, The State of Ohio EMS Priority One Reimbursement 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, operates, and maintain fire and EMS equipment; and,

**WHEREAS**, the Bath Township Board of Trustees desire financial assistance to purchase medical equipment or provide training 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 EMS Priority One Reimbursement 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 use Special Revenue Fund 645 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 Mrs. Goodrich; 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: February 6, 2023

\_\_\_\_\_  
Elaina E. 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 February 6<sup>th</sup>, 2023.**

# **SERVICE DIRECTOR Caine Collins**

## AGENDA FOR THE 2-6-2023 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:**

2022 Year in Review Report

### **Cemeteries:**

No new business to report.

### **Recommendations by the Service Director:**

1. Recommendation to pay Gardiner Service Company in the amount of \$34,440.00 for the replacement of 3 HVAC units in the Bath Center Building.
2. Recommendation to post internally for the position of full-time Service Fleet Mechanic in accordance with all the rules and regulations of Bath Township, with the five (5) day internal posting period to begin on February 7, 2023.

# **PARK DIRECTOR/ASSISTANT SERVICE DIRECTOR Alan Garner**

AGENDA FOR THE TRUSTEE MEETING 2.6.2023

## **2022 Year End Report:**

### Park Directors Annual Report

Bath Township Parks continues to be a popular destination for residents and visitors of the community. Park personnel were busy assisting with the coordination of activities that included 212 shelter reservations at the Bath Baseball Park, Bath Community Park, and the Bath Nature Preserve. With 1,628 scheduled field reservations, Bath Parks estimates it had over 100,000 visitors for the scheduled sporting events at Bath Baseball Park, Bath Community Park, and Bath Hill Park. These events included summer tennis and soccer clinics and the Regal Beagle Ultra marathon in the fall. In addition to the shelter reservations and sporting events, park personnel assisted the Bath Park Board with their annual events throughout the year, such as the 10th annual Chillin' on the Hill, Spring into Nature with STEM, the State of the Parks, the 2nd annual Run to the Sun 5k, and the 14th annual Fall into Nature. Postponed from the originally scheduled date of June 12th due to inclement weather, the 6th annual Bath Art Festival was held in July with the largest turnout to date. 57 vendors, outdoor yoga, a DJ, Summit County Humane Society Mobile Adoption, and several food vendors participated in the event which received a lot of positive feedback.

As our parks increase in usage, amenities, and size, it became necessary to evaluate our staffing needs in 2022 to ensure that park visitors continue to receive the standard of quality they deserve. With the addition of shelters, restrooms, and trails, the time employees spend maintaining these has also increased so the need for an additional staff member was essential. In April, the Park Division hired a full-time park laborer to help maintain that service. The park division staff currently consists of 3.5 full-time and several seasonal employees who work to provide park visitors with an educational, safe, and enjoyable experience in Bath Township Parks. Park personnel specialize not just in public service, but customer service to the township's residents and all park visitors. Because of this, Bath Township Parks have been recognized both locally and statewide.

In 2022, Bath Parks saw the completion of several projects, highlighted by the ongoing improvements at our newest park, the North Fork Preserve of Bath, which is not yet open to the public. Projects at the North Fork Preserve of Bath included the installation of a 10-car gravel parking lot, constructed new drive access, installed a native flower bed at the entrance, and installed the entrance sign, which was partially funded by Ohio and Erie Canalway Coalition from a 2021 Summit County Community grant. At Bath Community Park, the parking lots were chip and sealed. In the Bath Nature Preserve, park personnel installed a primitive style board walk on Bath Pond Path, south of Bath Pond. Bath Hill Park received a parking lot chip and seal, as well as the addition of a pickle ball court. With a generous donation from the Bath Park Board, one of the existing tennis courts was able to be double lined with pickle ball court striping and nets were added.

As we venture into 2023, it is shaping up to be another exciting and busy year in the parks. Residents and visitors can look forward to the completion of many projects, which include trail improvements at the North Fork Preserve of Bath, rehab the Regal Beagle Shelter and Bath Baseball Park shelter/concession stand, upgrade the football/lacrosse score board at the Bath Community Park, and update all the park and trail maps. With so many activities, events, and trails, there are many reasons to visit Bath Parks.

I hope to see everyone out enjoying the Parks in 2023.

Sincerely,

Alan Garner

Park Director/Assistant Service Director

### **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:**

No recommendations at this time.

**To:** Board of Trustees, Fiscal Officer, Administrator, and Executive Assistant  
**From:** William Funk Planning Director/Zoning Inspector  
**Date:** 2/1/2023  
**Re:** Planning/Zoning, Solid Waste, and Systems Administration 2022 Year End Report

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**Permits:**

- 147 Permits Issued
  - Accessory Structures 38
  - Residential Additions 32
  - Fences 32
  - New Residential 15
  - Swimming Pools 12
  - Sign Permits 10
  - Subdivision 3
  - Business Use Certificates 3
  - Commercial Additions 2
- The Township issued 147 permits in 2022 vs. 148 permits in 2021. The Township has issued 1,461 zoning permits over the last 10 years.
- New home starts increased by 4 in 2022 when compared to 2021. The Township has issued 158 new residential permits over the last 10 years.

**Appearance Review Commission:**

- 19 reviews in 2022
  - The ARC reviewed 13 signs including the new monument signage for RUST Modern Home, Reserve at North Revere Subdivision, Corner Provisions, Oxcyon, and Cleveland Clinic. They also reviewed new wall signage for Subway, Nest Schools, Honey Baked Ham, The Gentle Vet, and the Revere Stadium.
  - The ARC reviewed 7 Site/Building Elevation reviews which included the addition to I of the Needle, the Golf Galaxy elevation and site plan changes, and the new entry for Revere Stadium.

**Board of Zoning Appeals:**

- 30 reviews in 2022
  - The BZA heard 26 Residential cases and 4 Commercial/Nonresidential cases.
  - The BZA heard 24 cases requesting variances. These include 20 applications requesting a setback reduction from property lines, main residence, or the riparian overlay.
  - The BZA heard 12 conditional use requests which included an accessory dwelling units, freestanding solar panels, and new home construction within the steep slope setback.

**Zoning Commission:**

- The Commission held public hearings for 2 map amendments in 2022.
  - The first map amendment application was for the property at 1075 Ghent Rd. to rezone the property from the existing R-2 Residential District to a proposed B-4 Restricted Business District. The representatives for the property were proposing to develop the site for a dental office.

The Zoning Commission held a public hearing for 1075 Ghent Rd. During the hearing the Commission heard the recommendation to approve the rezoning from Summit County Planning Commission. The Commission also heard a presentation from the applicant and the applicant's representatives. The applicant supplied the Commission with a proposed site plan and elevation drawings. The Zoning Commission heard a presentation from Bath Township Legal Counsel and held discussions regarding the proposal. The Zoning Commission adjourned the public hearing and following an approved motion they voted four to zero recommending to deny the proposed map amendment.



The recommendation was forwarded to the Board of Trustees who denied the request to rezone the property.

- The second map amendment application was for 4073 Medina Rd., the Holiday Inn property to rezone the property from the existing B-3 Office, Research and Limited Business District to a B-2 Community District. The applicant is interested in redeveloping the site that is currently used as a hotel and restaurant. The proposed use of the property is for a Sheetz gas station, Texas Roadhouse restaurant, and a third building.

The Zoning Commission held a public hearing for 4073 Medina Rd. During the hearing the Commission heard the recommendation to approve the rezoning from Summit County Planning Commission. The Commission also heard a presentation from the applicant and the applicants' representatives. The applicant supplied the Commission with a proposed site plan and elevation drawings. The Zoning Commission adjourned the public hearing and following an approved motion they voted three to one recommending to approve the proposed map amendment. The application has been submitted to the Board of Trustees which will continue into 2023.

- The Commission began reviewing the Zoning Resolution and drafting language in areas of concern. This project will continue into 2023 as the Commission continues the minor updates to the Resolution.

#### **Solid Waste:**

- The Township bid out a new contract which was awarded to Rumpke Waste for 3 years, for the period of July 1, 2022 through June 30, 2025. The semi-annual rates through June 2023 are as follows:
  - CURBSIDE: \$113.34
  - SR. CURBSIDE: \$103.44 (65+ years old)
  - GARAGE DOOR: \$295.68
  - SR. GARAGE DOOR: \$267.54 (65+ years old)
- Rumpke collected 4,589.58 tons of trash and recycling in 2022. Of the material collected, 18% was diverted to a recycling facility.
- Rumpke is responsible for the billing and receipting for services. They are able to offer residents a number of payment options, including the online credit card payment option.

#### **Systems Administration:**

- Projects: Upgraded mail server operating system and Exchange, implemented multi-factor authentication for remote email access, added a server in the Service Department for onsite backups that also replicates our main servers, upgraded the ID badge PC and printer, and upgraded the township center Wi-Fi security.
- Regularly scheduled computer replacements were done throughout the township.
- The existing servers and computers were maintained throughout the year and critical updates were completed as scheduled.

#### **Miscellaneous:**

- On September 15, 2022 the Zoning personnel held the annual meeting at the Hale Farm and Village for all township zoning boards. The meeting was designed to allow the boards to network and presenters included Fred Zumpano of Fred Zumpano design and Construction, Dennis Tubbs of Summit County Community & Economic Development, and Legal Counsel Bob Konstand.
- On October 11, 2022 the Zoning personnel and zoning board members attended the APA Ohio Cleveland Planning and Zoning Workshop at Cleveland State University.
- Attended the Introduction to Drone Operations program through Tri-C and passed the Commercial Drone Pilot Part 107 test through the FAA.
- Attended PIPE meetings for the Summit County Communities for Clean Storm Water and completed the 2021 NPDES Annual report for the Ohio EPA.

- Served on the 2022 Summit County Subdivision Review Committee, District 8 NRAC, AMATS Technical Advisory Committee, and the Summit ESID Board.
- Toured the Rumpke Materials Recovery Facility (MRF) in Columbus.
- Replaced the Township Administration vehicle with a 2022 Chevy Colorado.



To: Board of Trustees  
From: Vito F. Sinopoli, Township Administrator  
Date: February 6, 2023  
Re: Administrator's Report – 2/6/23

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**REPORT:**

OTA Conference update.

**RECOMMENDATIONS:**

1. Recommendation to hire Kasha Brackett to the position of Executive Assistant at the hourly rate of \$28.00/hour, subject to all rules and regulations of Bath Township, along with a one year probationary period.
2. Resolution 2023-04 NOPEC Energized Community Grant. Roll Call
3. Resolution 2023-05 NOPEC Event Sponsorship Grant. Roll Call

**BATH TOWNSHIP BOARD OF TRUSTEES**

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 6<sup>th</sup> DAY OF FEBRUARY, 2023, 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.

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

**RESOLUTION NO. 2023-05  
TO APPLY FOR THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)  
ENERGIZED COMMUNITY GRANT**

**WHEREAS**, the Township of Bath, Ohio (the “GRANTEE”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grant(s) for 2023 (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

**WHEREAS**, the GRANTEE wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Board of Trustees to receive one or more NEC Grant(s); and

**WHEREAS**, the Bath Township Board of Trustees approves the filing of an application to the NOPEC Energized Community Grant and authorizes Service Director Caine Collins to execute and file an application and to provide all information and documentation required to become eligible for possible funding assistance;

**NOW, THEREFORE**, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF BATH TOWNSHIP, COUNTY OF SUMMIT, AND STATE OF OHIO, THAT:

**SECTION 1.** This Board of Trustees of the GRANTEE (the “Board”) finds and determines that it is in the best interest of the GRANTEE to enter into the Grant Agreement to accept the NEC Grant(s) for 2023, and authorizes the President of the Board to execute the Grant Agreement to accept the NEC Grant(s) funds.

**SECTION 2.** This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were 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.** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the GRANTEE; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the President of the Board of Trustees of the GRANTEE.

**FURTHER**, that the Fiscal Officer be directed to use Special Revenue Fund 680 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.

Mr. Gaffney seconded the Resolution for discussion.

The Fiscal Officer called the Roll:

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

**Resolution Adopted**

(Signature Page to Follow)

**This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees’ Record of Proceedings dated February 6, 2023.**

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Gregory Thewes  
Fiscal Officer

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Sharon A. Troike, President  
Bath Township Board of Trustees

February 6, 2023  
Date

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

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Elaina E. 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 February 6, 2023.**

## NOPEC 2023 ENERGIZED COMMUNITY

### GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and \_\_\_\_\_, \_\_\_\_\_ County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, and shall expire on December 31, 2023, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139



In case of Grantee, to:

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

Name: \_\_\_\_\_

\_\_\_\_\_, Ohio \_\_\_\_\_

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

*[Signature Page to Follow.]*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

\_\_\_\_\_, Ohio

**GRANTOR:**

**NOPEC, INC.**

Individual Authorized by Grantee's  
Legislation

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

**BATH TOWNSHIP BOARD OF TRUSTEES**

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 6<sup>th</sup> DAY OF FEBRUARY, 2023, 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.

Mr. Gaffney introduced the following resolution and moved its adoption:

**RESOLUTION NO. 2023-06  
TO APPLY FOR THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC)  
EVENT SPONSORSHIP PROGRAM**

**WHEREAS**, Bath Township of Summit County, Ohio is a member of the Northeast Ohio Public Energy Council and is eligible for a NOPEC Event Sponsorship Program; and,

**WHEREAS**, the Event Sponsorship Program has funding in the amount of \$750.00 available to support community events that are free and open to the public; and,

**WHEREAS**, the Bath Township Board of Trustees desires financial assistance for community events;

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

1. Approves the filing of an application to the NOPEC Event Sponsorship Program.
2. That Service Director Caine Collins 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.

**FURTHER**, that the Fiscal Officer be directed to use Special Revenue Fund 677 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.

Mrs. Goodrich seconded the Resolution, discussion held and the Roll Called.

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

**Resolution Adopted**

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

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

February 6, 2023  
Date

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

\_\_\_\_\_  
Elaina E. 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 February 6, 2023.