



Board of Trustees Meeting

Monday, September 11, 2023 at 7:00 p.m.

Please silence cell phones and electronics.

Zoom Meeting is available as a courtesy for viewing purposes only.

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 Thewes

Report / Recommendations

1. Recommendation to approve purchase orders 2023-01113 through 2023-01190 and payments in the amount of \$495,542.78. **Roll Call**
2. Resolution 2023-31 to Accept the Rates and Amounts from Summit County for 2024. **Roll Call**
3. Recommendation to approve Records Retention Schedules (RC-2) for submission to Ohio History Connection for the following Bath Township departments and offices: Police, Fire, Service, Administration, and Zoning.
4. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Recommendation to hire Eugenia Kobak as a full-time Communication Specialist effective

September 17, 2023 at a rate of \$24.09 in accordance with the FOP Labor Agreement and compliance with all rules and regulations of Bath Township along with a one-year probationary period.

2. Resolution 2023-32 to apply for the Bath Community Fund Grant in the amount of \$11,767.50 for the purchase of a blood alcohol content (BAC) Intox DMT machine. **Roll Call**
3. Recommendation to credit 120 hours of vacation representing 5 years of service time on the first year anniversary and completion of the probationary period for FT police officer Jason Knauer in accordance with the FOP contract lateral transfer provisions.
4. Recommend payment in the amount of \$22,624 to Kiesler Police Supply for the purchase of 25 Glock 45 MOS7 Gen5 9MM pistols with front/rear sights.

Fire Chief Rob Campbell

Report / Recommendations

1. Resolution 2023-33 to apply for the Ohio Bureau of Worker's Compensation Grant in the amount of \$15,000 for the purchase of a commercial protective clothing drying system. **Roll Call**

Service Director Caine Collins

Report / Recommendations

1. Recommendation to accept the resignations of seasonal employees Josh Guthrie (August 4), Sam Fisher (August 11), Davis Pickett (August 18), and part time service employee Micah Rose (August 25).
2. Recommendation to pay Barbicas Construction Co. in the amount of \$78,679.30 for Estimate No. 02 of the 2023 Summit County #441 Resurfacing Program.
3. Recommendation to pay Kenworth of Richfield in the amount of \$114,027.00 for the 2024 Kenworth T480 5-ton Truck chassis.
4. Recommendation to pay Henderson Products, Inc. in the amount of \$111,457.00 for the 5-ton Dump Body/Equipment Package.
5. Recommendation to enter into an agreement with Davey Resource Group in the amount of \$9,237.00, for invasive plant control at the township property located at 3864 W. Bath Rd.

Interim Parks Director Caine Collins

Report / Recommendations

Planning Director / Zoning Inspector William Funk

Report / Recommendations

1. Motion to establish the Comprehensive Plan Committee and appoint the following members to the committee: JoAnn Alexander, Melanie Baker, Jack Baumann, Tyler

Bolanz, John Chlebina, Martin Denholm, Jeff Kerr, James McClellan, Jeff Mockbee, Steve Moore, Marshal Pitchford, Ben Scott, and Norma Shaub.

Administrator Vito F. Sinopoli
Report / Recommendations

1. Recommendation to set the date of October 29, 2023 for the annual Police and Fire Department open house from 3:00 p.m. to 5:00 p.m. and observation of Halloween from 5:00 p.m. to 7:00 p.m. for the purposes of Trick-or-Treat.
2. Recommendation to approve the Collective Bargaining Agreement (CBA) between the Fraternal Order of Police (FOP/OLC) Dispatch, Sergeants/Lieutenants and Patrol units and Bath Township covering full-time bargaining unit members, effective January 1, 2024.
3. Recommendation to accept the Auto-Owners Insurance Company Release for Property Damage for claim number 300-0524206-2021 in exchange for \$20,000 to be used for roadway repairs necessary due to damage resulting from an incident on August 4, 2021.

TRUSTEES Sharon Troike, Sean Gaffney, and Elaina Goodrich

Bath Township has been made aware that residents have received surveys from the Bath Homeowners Association that relate to zoning and land use. These surveys were not created or authorized by Bath Township. Currently, the Township is initiating a Comprehensive Plan revision, which is led by a Trustee-appointed committee. The committee, with approval from the Township, could potentially seek public input throughout the multi-year planning process. Any requests for future public input will be communicated through one or more official Township methods, such as the Bath Quarterly, the township website found at www.bathtownship.org, or through the Bath Township Facebook page. If you have additional questions, please contact the administration offices at 330-666-4007.

COMMUNITY UPDATES:

COMMITTEE REPORTS:

Water Sewer District Board approved June 20, 2023 meeting minutes.

FUTURE TRUSTEE MEETINGS AND EVENTS

Zoning Commission	September 14, 2023 6pm	Trustee Meeting Room
Park Board	September 14, 2023 6pm	Regal Beagle – Weather Permitting
Summit E-waste electronics recycling	September 16, 2023 10am-2pm	Bath Elementary School
Simple Recycling household recycling	September 16, 2023 10am-2pm	Bath Elementary School
Water and Sewer District Board	September 18, 2023 6pm	Trustee Conference Room
Board of Zoning Appeals	September 19, 2023 7pm	Trustee Meeting Room
Barn Social	September 20, 2023 6-8pm	Crown Point Ecology Center
Friends of Yellow Creek	October 4, 2023 10:30am	Trustee Conference Room
Zoning Commission	October 10, 2023 6pm	Trustee Meeting Room
Fall Into Nature	October 14, 2023 11am-3pm	University of Akron Field Station at Bath Nature Preserve

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

CITIZENS' COMMENTS

Citizens must be recognized by the President of the Board of Trustees prior to speaking.

Citizens will identify themselves by name and address.

Citizens' comments will be limited to 5 minutes each.

Citizens' comments must be addressed to the Board.

A citizen is called out of order twice. He or she will then be asked to leave.

ITEMS OF INTEREST

THANK YOU FOR ATTENDING / ADJOURNMENT

BATH TOWNSHIP BOARD OF TRUSTEES
BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 11th DAY OF
SEPTEMBER, 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.

_____ presented the following Resolution and moved its adoption:

RESOLUTION NO. 2023-31
TO ACCEPT THE AMOUNTS AND RATES AS DETERMINED BY THE SUMMIT
COUNTY BUDGET COMMISSION AND TO AUTHORIZE THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

WHEREAS, the Board of Trustees of Bath Township, Summit County, Ohio, in accordance with the provision of law has previously adopted a tax budget for the next succeeding fiscal year commencing on January 1, 2024; and,

WHEREAS, the Budget Commission of Summit County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, what part thereof is without, and what part within, the ten- mill limitation; and,

WHEREAS, this is an annual obligation by state law to make certain that all millage inside the ten- mill limitation is directed as the Board intended that it be utilized and that all current levies are included and collected by the County for the benefit of Bath Township and duly adopted according to statute; and,

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees of Bath Township, Summit County, Ohio, that the amounts and rates as determined by the Summit County Budget Commission in its certification are hereby accepted; and,

FURTHER, that there be and is hereby levied on the tax duplicate of said Township the rate of each tax necessary to be levied within and without the ten-mill limitation as attached hereto.

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

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

Gregory R. Thewes
Fiscal Officer

Sharon Troike, President
Bath Township Board of Trustees

Sean Gaffney, Vice-President
Bath Township Board of Trustees

September 11th, 2023
Date:

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 September 11, 2023.



KRISTEN M. SCALISE CPA, CFE
Fiscal Officer
County of Summit

August 7, 2023

All Summit County Fiscal Officers, Finance Directors and Treasurers

RE: Certification of Tax Levy

We are providing you with the Summit County Budget Commission Certification of Tax Levy to adopt a resolution accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the Summit County Fiscal Officer. Please attach a copy of your tax levy certification to your resolution.

Please refer to the attached Information Summary to the Summit County Budget Commission Certification of Tax Levy as it describes the purpose and contents of the certification.

Per Ohio Revised Code 5705.34, the Political Subdivision must provide the approved resolution to the County Fiscal Officer by **October 1, 2023**.

If you have any questions, please contact Josh or Dawn.

Josh Brickner at 330-643-2687 or email jbrickner2@summitoh.net

Dawn Yurick at 330-643-7892 or email dyurick@summitoh.net

Sincerely,
Josh Brickner
Chief Fiscal Officer

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
8.22.23	Mayor Daniel Horrigan	Letter of Support City of Akron and US EPA	Board of Trustees
8.24.23	JoAnn Alexander	Monday's discussion regarding parking space size	Board of Trustees
8.28.23	Mark and Jacki Fiocca	Comprehensive Plan Review Project	Board of Trustees
8.28.23	Joyce Balli	Bath Parks Levy	Board of Trustees
8.28.23	Joyce Balli	Bath Park Levy calculation 2023	Board of Trustees
8.29.23	Gary Killean	Proposed Shelter at Bath Hills Park	Board of Trustees
9.1.23	Elizabeth Smith	New Zoning	Board of Trustees
9.2.23	Gary and Becky DeMoss	DeMoss Zoning Feedback	Board of Trustees
9.2.23	Brian C. Vincent	Bath Township Article 12, Section 1207-J – Opposition	Board of Trustees
9.2.23	Mike Lehr	Township Administrator's Corner Community Feedback on Cameras	Board of Trustees
9.2.23	John and Susan Heckel	Comments for proposed zoning code amendments	Board of Trustees
9.5.23	Gary and Becky DeMoss	Zoning Meeting 9.05.23	Board of Trustees
9.7.23	Gary Killean	Proposed Shelter at Bath Hills Park follow up	Board of Trustees
9.11.23	Michael D. Harris	Akron's proposal to modify the Consent Decree requirements	Board of Trustees

BATH TOWNSHIP BOARD AND COMMITTEE LOGS

Chief of Police Report

September 11, 2023

Department Trainings:

Officer Mihalik – Property Room Management – August 1, 2023
Detective Gabel – U.S. Marshal's Training August 1, 2023
Det. Gabel and Officer Falconer – Mobile Field Force Training August 14, 2023
Officer Knauer – Pursuit Operations with Drive Team – August 16, 2023

Community Engagement:

Detective Gabel participated in First Night at the Cuyahoga Falls Safety Center on August 1st. He was on hand to discuss the multi-agency Mobile Field Force Unit. Families stopped by to see the equipment and ask questions.
Sgt. Griffith met with a young Bath teen to talk about the policing on August 15, 2023.
Walmart generously donated two bicycles for the upcoming Fall into Nature event. Chief Sinopoli picked up the bicycles on August 25, 2023.

Other Department Highlights:

Officer VanFossen responded to a call of this injured hawk on Saturday, August 26, 2023 at Crystal Lake Road. He was able to catch it, and Officer Oubre transported the bird to the Metropolitan Animal Hospital in Copley who suspected that the hawk had been shot. The hawk has a 50/50 chance of being released back into the wild. Following treatment for injuries, the bird will be rehabilitated at the Stark Park Wildlife Conservation Center. Thank you, Officers VanFossen and Oubre for your immediate response and actions.

August Statistics:

All Calls for Service	1,637 [100%]
Community Policing	961 [59%]
Traffic Stops	64 [4%]
Traffic Accidents	47 [3%]
Alarm Drops	64 [4%]
Sexual Assault 1 Robbery 0 Burglary 0	
All other calls for service:	501 [30%]
Booking Charges [Total]	24
OVI	5
Theft	4
Possession of Drugs	2
Failure to Appear; Issuance of Warrant	5

Recommendations:

Recommendation to hire Eugenia Kobak as a full-time Communication Specialist effective September 11, 2023 at a rate of \$24.09 in accordance with the FOP Labor Agreement and compliance with all rules and regulations of Bath Township along with a one-year probationary period.

Resolution 2023-32 to apply for the Bath Community Fund Grant in the amount of \$11,767.50 for the purchase of a blood alcohol content (BAC) Intox DMT machine.

Recommendation to credit 120 hours of vacation representing 5 years of service time on the first-year anniversary and completion of the probationary period for FT police officer Jason Knauer in accordance with the FOP contract lateral transfer provisions.

Recommend payment in the amount of \$22,624 to Kiesler Police Supply for the purchase of 25 Glock 45 MOS7 Gen5 9MM pistols with front/rear sights.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 11th DAY OF SEPTEMBER, 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.

_____ introduced the following resolution and moved its adoption:

**BATH TOWNSHIP RESOLUTION 2023-32
TO APPLY FOR THE BATH COMMUNITY FUND GRANT**

WHEREAS, the Bath Community Fund (BCF) carries out volunteer service in the local community and raises funds to improve the lives of residents in the Bath Township area, and;

WHEREAS, BCF has been supporting the community through contributions since 2016, and;

WHEREAS, BCF has monies available as a grant to be used for applicable projects in the community, and;

WHEREAS, the Bath Township Board of Trustees desires financial assistance for the Bath Township Police Department to purchase a blood alcohol content (BAC) Intox DMT machine in the amount of \$11,767.50;

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

1. Approves the filing of an application to the Bath Community Fund; and
2. Susan Bartlett, Administrative Assistant, 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; and
3. 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 685 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.

_____ seconded the resolution and discussion was held.

The Fiscal Officer called the Roll:

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

Gregory R. Thewes
Fiscal Officer

Sharon A. Troike, President
Bath Township Board of Trustees

September 11, 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 September 11, 2023.

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

From: Robert Campbell, Fire Chief

Date: September 11, 2023

August 2023 CALLS

Station 1 = 77
Station 2 = 54
All Stations = 5
Total = 136

EMS = 89
Fire = 47

Total Transports = 61

Mutual Aid Given= 18
Mutual Aid Received= 4

Yearly Call Total: 1,076
EMS: 709
FIRE: 367

TRAINING:

Total of Class Hours: 65.50
Total of Personnel Hours: 281.00

INSPECTIONS:

Alarm System Test	2
Annual	17
Company	10
Fire Protection System	2
Hood and Duct	1
Plan Review	1
Reinspection	6
Special Hazard	1

TOTAL INSPECTIONS	<hr/> 40
-------------------	----------

RECOMMENDATIONS:

Resolution 2023-33 to apply for the Ohio Bureau of Worker's Compensation Grant in the amount of \$15,000 for the purchase of a commercial protective clothing drying system.

BATH TOWNSHIP BOARD OF TRUSTEES
BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 11TH DAY OF
SEPTEMBER, 2023 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR
SESSION, COMMENCING 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 2023-33
A RESOLUTION AUTHORIZING THE APPLICATION TO
THE OHIO BUREAU OF WORKERS’ COMPENSATION GRANT

WHEREAS, The Ohio Bureau of Workers’ Compensation has grant monies available through its Firefighter Exposure to Environmental Elements Grant; and,

WHEREAS, The Firefighter Exposure to Environmental Elements Grant requires a 5% match; and,

WHEREAS, the Bath Township Fire Department has the need for a commercial protective clothing drying system to properly dry protective equipment after washing; and,

WHEREAS, this equipment will reduce the exposure of Bath Firefighters to cancer causing products of combustion; and,

WHEREAS, the Bath Township Board of Trustees desires financial assistance in the amount of \$15,000 to purchase this equipment to decontaminant PPE and reduce carcinogen exposure;

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

- 1. Approves the filing of an application to the Ohio Bureau of Workers’ Compensation Firefighter Exposure to Environmental Elements Grant (FEEEG).
- 2. That Assistant Chief John Rodriguez 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 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.

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

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

Gregory R. Thewes
Fiscal Officer

Sharon Troike, President
Bath Township Board of Trustees

September 11th, 2023
Date

Sean Gaffney, Vice-President
Bath Township Board of Trustees

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 September 11, 2023

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 9.11.2023 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 Report

Service Crew Monthly Report for August

Resident Service Requests received: 31

Resident Service Requests resolved: 25

Township Service Requests received: 9

Township Service Requests resolved: 9

Linear Feet of Ditching: 270'

Approx Tons of Asphalt Used: 7.68 tons

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; Roadside Mowing; Dead Animal Removal from Township Roadways; Installation of Address Markers and Street Signs/Posts; Pothole Patching; Road Repairs; Continuous Cleaning and Sanitizing of Shop and Trucks; Service Request Restorations and Requests; Emptying Organic Recycle Trailer; Roadside Sign Removal; Assisting with Renovations at 1581 Hickory Farm Lane and at 4400 Everett Rd.

Training:

Training: Summit County Safety Council CPR & First Aid – Caine Collins

Cemetery Report

Bath Center - 1 Cremation

Recommendations by the Service Director

1. Recommendation to accept the resignations of seasonal employees Josh Guthrie (August 4), Sam Fisher (August 11), Davis Pickett (August 18), and part time service employee Micah Rose (August 25).
2. Recommendation to pay Barbicas Construction Co. in the amount of \$78,679.30 for Estimate No. 02 of the 2023 Summit County #441 Resurfacing Program.
3. Recommendation to pay Kenworth of Richfield in the amount of \$114,027.00 for the 2024 Kenworth T480 5-ton Truck Chasis.
4. Recommendation to pay Henderson Products, Inc. in the amount of \$111,457.00 for the 5-ton Dump Body/Equipment Package.
5. Recommendation to enter into an agreement with Davey Resource Group in the amount of \$9,237.00, for invasive plant control at the township property located at 3864 W. Bath Rd.

From: Joshua Guthrie <jguthrie@apslearns.org>
Sent: Friday, September 1, 2023 2:47 PM
To: Beth Reinart
Subject: Josh Guthrie

Good Afternoon,

I am resigning from my seasonal position and my last day is Friday, August 4.

Thanks,
Josh

Beth Reinart

From: Samuel Fisher <s-fisher.10@onu.edu>
Sent: Thursday, August 24, 2023 4:07 PM
To: Beth Reinart <breinart@BathTownship.org>
Subject: Re: Resignation Letter

I hereby resign from the Bath Township Parks department. My last day was Friday August 11, 2023.

Thanks
Sam Fisher

Beth Reinart

From: Davis Pickett <davishpickett@gmail.com>
Sent: Tuesday, September 5, 2023 2:38 PM
To: Beth Reinart
Subject: Re: Resignation Email

I am resigning from my position as seasonal laborer at the Bath Township Service Department. (Aug 18 - last day)

Davis Pickett

Beth Reinart

From: Micah Rose <micahtomasrose@gmail.com>

Sent: Friday, August 25, 2023 10:02 AM

To: Beth Reinart <breinart@BathTownship.org>

Subject: Re: Resignation Letter

Hi Beth,

I hope you are doing well!

Please consider this email as my resignation to the Bath Township Service Department as of August 25th, 2023.

Best,

Micah Rose

BATH PARKS DIVISION

AGENDA FOR THE TRUSTEE MEETING 9/11/2023

General Park Information

For the month of August, park personnel checked and inspected all trails, performed routine visual inspections on the playgrounds, performed general buildings and grounds maintenance, and completed vehicle and equipment maintenance.

Training: Summit County Safety Council CPR & First Aid – Evan Osborne

Bath Baseball Park

For the month of August, the ballfields were playable 84% of the time.

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: September 7, 2023
Re: Zoning Report for the month of August

PERMITS

During the months 20 zoning permits were issued in the following categories:

• Accessory Structure	7
• Fence	4
• Sign	4
• Swimming Pool	3
• Residential Addition	1
• Business Use	1

ZONING COMMISSION

August 10, 2023, Zoning Commission did not meet.

APPEARANCE REVIEW COMMISSION

August 7, 2023, the Appearance Review Commission reviewed the following cases:

- ARC 23-10, Christopher Maurer of Red House Studio, recommended to approve building elevations for a new mixed-use building at 1904 N. Cleveland Massillon Rd., located in the B-5 Business District.
- ARC 23-13, Michelle Stewart-Foster of Michel Stewart Modern Art Studio, recommended to approve new wall signs for Michel Stewart Modern Art Studio at 854 Wye Rd., located in the B-5 Business District.
- ARC 23-14, Ellen Selle of Sheetz, recommended to approve new wall signs and monument signs for Sheetz at 4073 Medina Rd., located in the B-2 Business District.
- ARC 23-15, Roger Mortimer of Ohio Drone Repair, recommended to approve new wall sign for Ohio Drone Repair at 2236 N. Cleveland Massillon Rd., located in the B-1 Business District.
- ARC 23-16, Bret Faber of Plus-Plus USA, recommended to approve new wall sign for Plus Plus at 2236 N. Cleveland Massillon Rd., located in the B-1 Business District.
- ARC 23-17, Marie Cipolletta of Signarama for StretchLab, recommended to approve new wall sign for Stretchlab at 3763 Medina Rd., located in the B-1 Business District.
- ARC 23-20, Bath Township Parks, recommended to approve building elevations and site plan for a storage garage at the Bath Baseball Park at 4600 Everett Rd., located in the R-2 Residential District

BOARD OF ZONING APPEALS

August 15, 2023, the Board of Zoning Appeals heard the following cases:

- BZA 23-20, Doug and Leslie Leohr, approved a conditional use to construct a new residence within steep slopes at parcel 0406473 on N. Medina Line Rd., located in the R-2 Residential District.
- BZA 23-21, Ellen Selle of Sheetz, approved variances to exceed the area for wall signs, the exceed height and area for monument signs and to exceed height for driveway signs for Sheetz at 4073 Medina Rd., located in the B-2 Business District.

- BZA 23-22, Bath Township Trustees, approved variances to exceed the area and to encroach upon the setback for a storage building at the Bath Baseball Park at 4600 Everett Rd., located in the R-2 Residential District
- BZA 23-23, Christopher Carson of Nu Vue LLC, approved a conditional use for a restaurant and outdoor dining for the Nu Vue at 2446 N. Cleveland Massillon Rd., located in the B-1 Business District.

SOLID WASTE

- | | |
|----------------------|-------|
| • New Customers | 18 |
| • Vacation Customers | 14 |
| • Total Customers | 3,446 |

MISCELLANEOUS

- On Monday, August 28, 2023, the Township held a meeting for the individuals who volunteered to serve on the committee for the upcoming comprehensive plan update. The meeting gave an introduction to township comprehensive plans and the process which will be aided by the guidance of an outside consultant. The Township has issued a Request for Qualifications (RFQ) for consultants who are interested in assisting the township with this update. Once we have compiled the list the township will go through the process of interviewing and contracting with a chosen consultant. The process will include public outreach and focus groups as we work toward drafting an update. You can visit the comprehensive plan page on our website for updates at bathtownship.org/compplan.

RECOMMENDATIONS

- Motion to establish the Comprehensive Plan Committee and appoint the following members to the committee: JoAnn Alexander, Melanie Baker, Jack Baumann, Tyler Bolanz, John Chlebina, Martin Denholm, Jeff Kerr, James McClellan, Jeff Mockbee, Steve Moore, Marshal Pitchford, Ben Scott, and Norma Shaub.



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: September 11, 2023
Re: Administrator's Report – 9/11/23

Acknowledgements:

Bath Township wishes to express its sincere gratitude to Mr. Joe Frohnapfel for his gracious contribution of time and expertise towards the restoration and enhancement of the Chief Logan sculpture located at Bath Community Park.

In 2007, Mr. Frohnapfel crafted and generously gifted Chief Logan to the township, where it has stood as a cherished emblem commemorating the rich historical heritage of the area.

Report:

On Saturday September 16th, Bath Township, in conjunction with Summit E-Waste and Simple Recycling, will host an electronics, clothing, and housewares recycling day from 10am until 2pm at Bath Elementary School located at 1246 N. Cleveland Massillon Rd. More information can be found on the Bath Township Website and Facebook page.

On September 20, Bath Township will host the 21st annual Barn Social from 6pm until 8pm. This year, the event returns to Crown Point Ecology Center located at 3220 Ira Rd. Residents interested in attending can RSVP by contacting the township administration offices.

Upcoming events:

- Fall into Nature: October 14th from 11am-3pm at The University of Akron Field Station at Bath Nature Preserve

RECOMMENDATIONS:

1. Recommendation to set the date of October 29, 2023 for the annual Police and Fire Department open house from 3:00 p.m. to 5:00 p.m. and observation of Halloween from 5:00 p.m. to 7:00 p.m. for the purposes of Trick-or-Treat.
2. Recommendation to approve the Collective Bargaining Agreement (CBA) between the Fraternal Order of Police (FOP) and Bath Township covering full-time bargaining unit members, effective January 1, 2024.
3. Recommendation to accept the Auto-Owners Insurance Company Release for Property Damage for claim number 300-0524206-2021 in exchange for \$20,000 to be used for roadway repairs necessary due to damage resulting from an incident on August 4, 2021.

ARTICLE 14
SHIFT ASSIGNMENT

Section 1. By October 1 of each year the Police Chief or his designee shall post available shift assignments in increments of four (4) months to commence January 1 of the following year. Employees shall be afforded the opportunity by classification seniority, i.e., full-time service in a specific job classification, to express their shift preference for a schedule of hours worked and days off for each quarter of the following year.

Section 2. Shift Adjustments. The Employer retains the right to adjust the schedule to meet the operational needs of the Department, which includes but is not limited to scheduling for special assignments, absences of bargaining unit members expected to extend three (3) weeks or more, training/re-training needs, avoiding prolonged shift fill overtime, requirements placed upon the Township by non-discrimination laws, maintaining a balance of experienced personnel on shifts, etc.

- A. The parties agree that if the Employer makes such a determination, it may, at its sole discretion, take action to adjust the schedule that results from the expression of shift preferences. The Employer agrees to articulate the reasons for making such an adjustment and agrees to refrain from using adjustments as a substitute for discipline.
- B. If the schedule is adjusted at the time of the shift selection procedure, so that a member is precluded from selecting a shift, the precluded member will be notified and will be provided with the opportunity to bid to a different slot based upon classification seniority. If the precluded member does not select a different slot, he will be placed in the last open slot available to him.
- C. If an event occurs between shift preference periods that would require a member be moved from his preferred shift, the Chief may transfer the least senior member not on the same shift into the slot at issue and reassign the member being moved/precluded to the slot from which the least senior member was transferred until the next shift preference period.
- D. New full-time employees shall be exempt from the Shift Preference process during their first twenty-four (24) months of employment and shall be subject to shift assignments by the Employer. *Employees considered "lateral hires," i.e., those employees hired and given credit for prior dispatch experience, shall be eligible for the shift selection process during the next regular shift selection process after the employee has completed six (6) months of employment with Bath Township and has successfully completed the applicable field training program.*

ARTICLE 18
WAGES AND OTHER COMPENSATION

Section 1. ~~The following pay scale reflects an equity adjustment for 2022 for current employees to be effective the first full pay period after January 1, 2022, and a two percent (2%) general wage increase applied to the scale to be effective the first full pay period after January 2023.~~ *Effective the first full pay period after January 1, 2024, wage rates shall be increased by three percent (3%). Effective the first full pay period after January 1, 2025, wage rates shall be increased by three percent (3%). Effective the first full pay period after January 1, 2026, wage rates shall be increased by three percent (3%). The applicable wage scale is set forth below.*

<u>Time in Position</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
0-12 Months	\$24.09	\$24.81	\$25.55	\$26.32
13-24 Months	\$25.05	\$25.80	\$26.57	\$27.37
25-36 Months	\$26.01	\$26.79	\$27.59	\$28.42
37-48 Months	\$27.03	\$27.84	\$28.68	\$29.54
After 48 Months	\$28.18	\$29.03	\$29.90	\$30.80

Section 2. New employees *with no prior police dispatch experience* shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the department, until they reach the forty-eight (48) month rate. *A new employee who has successfully completed a probationary period as a dispatcher in another jurisdiction in Ohio may be considered a “lateral hire” and may be placed at a level in the above pay scale that is higher than the indicated starting rate of pay, based upon experience and in the discretion of the Police Chief. Thereafter, the lateral hire shall move through the pay scale on the anniversary of his service date.*

Section 2. New employees *with no prior police dispatch experience* shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the department, until they reach the forty-eight (48) month rate. *A new employee who has successfully completed a probationary period as a dispatcher in another jurisdiction in Ohio may be considered a “lateral hire” and may be placed at a level in the above pay scale that is higher than the indicated starting rate of pay, based upon experience and in the discretion of the Police Chief. Thereafter, the lateral hire shall move through the pay scale on the anniversary of his service date.*

Section 3. Longevity. *Maintain Current Contract Language.*

Section 4. Incentive Stipends. *Maintain Current Contract Language.*

Section 5. Training Pay. *Maintain Current Contract Language.*

ARTICLE 22
VACATION

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 4-year <i>six months</i>	none
<i>Six months to one year</i>	<i>40 hours</i>
After 1 year through 5 years	80 hours
After 5 years through 12 years	120 hours
After 12 years through 20 years	160 hours
After 20 years through 25 years	200 hours
After 25 years or more	240 hours

No full-time employee will be entitled to vacation leave or payment for accumulated vacation until he or she has completed ~~six months one year~~ of employment with the Employer. Upon completion of ~~six (6) months one (1) year~~ of employment, he or she will be credited with ~~eighty (80) forty (40)~~ hours, which may be scheduled and taken after the first ~~six (6) months anniversary date~~ of employment and before the end of the ~~first second calendar year of~~ ***anniversary date of*** employment.

Section 2. New employees may be entitled to vacation service credit earned during prior employment with Bath Township. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio. ***In the discretion of the Board of Trustees, vacation service credit for time with any other political subdivision of the state of up to five (5) years may be given to employees considered lateral hires.***

Section 3. ***Maintain Current Contract Language.***

Section 4. After the first year of employment, vacation leave shall be placed to an employee's credit on January 1 of each year and shall be taken by December 31 of the year in which it is credited. No vacation time shall carry over into the following calendar year.

Section 5. ***Maintain Current Contract Language.***

Section 6. ***Maintain Current Contract Language.***

Section 7. ***Maintain Current Contract Language.***

Section 8. After one (1) year of service, employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to their credit at the time of separation. Vacation pay out shall be pro-rated based upon the time of separation.

Employees who retire after twenty (20) years of full-time service with Bath Township and who work through March 31 of the year of retirement shall be paid the full amount of vacation balance remaining at the time of retirement, with no pro ration applied.

Section 9. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of the employee shall be paid in accordance with Section 2113.04 ORC, or to his estate.

ARTICLE 23 **HOLIDAYS**

The parties agree to incorporate the Midterm Amendment to Agreement

Section 1. Recognized Holidays. The following days are designated as paid, eight (8) hour holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below and have been employed for at least six (6) consecutive months after original date of hire.

1. New Year's Day -- January 1
2. Martin Luther King Day -- Third Monday in January
3. President's Day -- Third Monday in February
4. Memorial Day -- Fourth Monday in May
5. **Juneteenth -- June 19**
6. Independence Day -- July 4
7. Labor Day -- First Monday in September
8. Columbus Day -- Second Monday in October
9. Veterans Day -- November 11
10. Thanksgiving Day -- Fourth Thursday in November
11. Christmas Day -- December 25

Section 2. through Section 5. Personal Holidays. *Maintain Current Contract Language.*

ARTICLE 24 **SICK LEAVE**

Section 1. Employees shall accrue sick leave credit at the rate of 4.64 hours for each completed eighty (80) hours of service. An employee shall not accumulate sick leave while on sick leave in excess of four (4) consecutive weeks. Sick leave may be accumulated to a maximum of one thousand three hundred twenty (1,320) hours. Newly hired full-time employees, upon hire, shall be provided with a credit of two hundred forty (240) hours of sick leave. *A new employee considered a lateral hire shall be eligible to transfer any sick leave accrual balance as long as the lateral hire has not previously taken a payout of sick leave from his/her prior employer. Any balance transferred shall not be eligible for payout upon retirement from Bath Township.*

Section 2 through 9. *Maintain Current Contract Language.*

Section 10. *Maintain Current Contract Language.*

Section 11. Sick Leave Buy Back Program. Any employee hired before January 1, 2009, that has accrued over nine hundred sixty (960) hours of sick leave may elect to receive a twenty percent (20%) payout of the unused amount of sick leave earned in the current year at the employee's base hour rate of pay in the year in which the sick time was earned. The payout shall be requested by the employee no later than November 30 of each calendar year and shall be paid on the last payroll of the following January (no later than January 31). Under no circumstances will the payout be based on more than the hours earned in one year, which is one hundred twenty (120) hours (maximum twenty-four [24] hours paid each year). Any time paid out under this program will be deducted from the employee's accrual.

Section 12. Modified Duty Assignments. *Maintain Current Contract Language.*

FOR BATH TOWNSHIP

Dated: _____

FOR FOP/OLC

Dated: _____

ARTICLE 18 WAGES AND OTHER COMPENSATION

Section 1. ~~The following pay scale reflects a sixty cent (\$0.60) per hour pay increase for current employees to be effective the first full pay period after January 1, 2021. Effective the first full pay period after January 1, 2022 2024, wage rates shall be increased by two and one half percent (2.5%). Effective the first full pay period after January 1, 2023 wage rates shall be increased by two and one half percent (2.5%).~~ *hourly rates of pay for Sergeants shall be calculated based upon a rank differential above the top base wage rate of a patrol officer and hourly rates of pay for Lieutenants shall be calculated based upon a rank differential above the top base rate of a sergeant. In calculating the rates of pay, the first twelve (12) months in rank shall be a 7.25% rank differential. After twelve (12) months in rank, the differential shall be a 12.25% rank differential.*

The calculated wage rates for Sergeants and Lieutenants for the term of this agreement are set forth below:

	1/2024	1/2025	1/2026
Sergeant			
<i>(0-12 months in rank) 7.25% above top Patrol base rate</i>	\$41.52	\$42.77	\$44.05
<i>(After 12 months in rank) 12.25% above top Patrol base rate</i>	\$43.46	\$44.76	\$46.11

Lieutenant			
<i>(0-12 months in rank) 7.25% above top Sergeant base rate</i>	\$46.61	\$48.01	\$49.45
<i>(After 12 months in rank) 12.25% above top Sergeant base rate</i>	\$48.78	\$50.24	\$51.76

<u>Rank</u>	<u>Time in Rank</u>	<u>2023</u>
Sergeant	0-12 Months	\$40.19
	After 12 Months	\$42.18
Lieutenant	0-12 Months	\$45.29
	After 12 Months	\$47.50

Section 2. Longevity. Maintain Current Contract Language.

Section 3. Incentive Stipends. Maintain Current Contract Language.

ARTICLE 22
VACATION

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than 1 year	none
After 1 year through 5 years	80 hours
After 5 years through 12 years	120 hours
After 12 years through 20 years	160 hours
After 20 years through 25 years	200 hours
After 25 years or more	240 hours

No full-time employee will be entitled to vacation leave or payment for accumulated vacation until he or she has completed one year of employment with the Employer. Upon completion of one year of employment he or she will be credited with eighty (80) hours, which may be scheduled and taken after the first anniversary date of employment and before the end of the second calendar year of employment.

Section 2. through **Section 7.** Maintain current contract language

Section 8. After one (1) year of service, employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to their credit at the time of separation. Vacation pay out shall be pro-rated based upon the time of separation.

Employees who retire after twenty (20) years of full-time service with Bath Township and who work through March 31 of the year of retirement shall be paid the full amount of vacation balance remaining at the time of retirement, with no pro ration applied.

Section 9. In the case of the death of an employee, the unused vacation leave and unpaid overtime to the credit of the employee shall be paid in accordance with Section 2113.04 ORC, or to his estate.

ARTICLE 23
HOLIDAYS

The parties recognizes the midterm amendment to the agreement

Section 1. Recognized Holidays. The following days are designated as paid, eight (8) hour holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below and have been employed for at least six (6) consecutive months after original date of hire.

1. New Year's Day -- January 1
2. Martin Luther King Day – Third Monday in January
3. President's Day –Third Monday in February
4. Memorial Day -- Fourth Monday in May
- 5. Juneteenth – June 19**
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Columbus Day – Second Monday in October
9. Veterans Day – November 11
10. Thanksgiving Day – Fourth Thursday in November
11. Christmas Day – December 25

Section 2. through Section 5. Personal Holidays. Maintain Current Contract Language.

FOR BATH TOWNSHIP

FOR FOP/OLC

Dated: _____

Dated: _____

ARTICLE 14
SHIFT ASSIGNMENT

The Employer proposes current contract language which incorporates the midterm amendment to the agreement.

Section 1. By October 1 of each year the Police Chief or his designee shall post available shift assignments in increments of four (4) months to commence January 1 of the following year. Employees shall be afforded the opportunity by classification seniority, i.e., full-time service in a specific job classification, to express their shift preference for a schedule of hours worked and days off for each quarter of the following year.

Section 2. Shift Adjustments. The Employer retains the right to adjust the schedule to meet the operational needs of the Department, which includes but is not limited to scheduling for special assignments, absences of bargaining unit members expected to extend three (3) weeks or more, training/re-training needs, avoiding prolonged shift fill overtime, requirements placed upon the Township by non-discrimination laws, maintaining a balance of experienced personnel on shifts, etc.

- A. The parties agree that if the Employer makes such a determination, it may, at its sole discretion, take action to adjust the schedule that results from the expression of shift preferences. The Employer agrees to articulate the reasons for making such an adjustment and agrees to refrain from using adjustments as a substitute for discipline.
- B. If the schedule is adjusted at the time of the shift selection procedure, so that a member is precluded from selecting a shift, the precluded member will be notified and will be provided with the opportunity to bid to a different slot based upon classification seniority. If the precluded member does not select a different slot, he will be placed in the last open slot available to him.
- C. If an event occurs between shift preference periods that would require a member be moved from his preferred shift, the Chief may transfer the least senior member not on the same shift into the slot at issue and reassign the member being moved/precluded to the slot from which the least senior member was transferred until the next shift preference period.
- D. New full-time employees shall be exempt from the Shift Preference process during their first twenty-four (24) months of employment and shall be subject to shift assignments by the Employer. **Employees considered lateral hires shall be eligible for the shift selection process during the next regular shift selection process after the lateral hire has completed six (6) months of employment and has successfully completed the applicable field training program.**

ARTICLE 18
WAGES AND OTHER COMPENSATION

Incorporates the midterm amendment to the agreement.

Section 1. ~~The following pay scale reflects a sixty cent (\$0.60) per hour pay increase for current employees to be effective the first full pay period after January 1, 2021. Effective the first full pay period after January 1, 2022, wage rates shall be increased by two and one half percent (2.5%). Effective the first full pay period after January 1, 2023, wage rates shall be increased by two and one half percent (2.5%). Effective the first full pay period after January 1, 2024, wage rates shall be increased by three percent (3%). Effective the first full pay period after January 1, 2025, wage rates shall be increased by three percent (3%). Effective the first full pay period after January 1, 2026, wage rates shall be increased by three percent (3%). The wage rates are set forth below.~~

<u>Hire on or before June 30, 2014 Time in Position</u>	<u>Hired after June 30, 2014 Time in Position</u>	<u>2021</u>	<u>Hired after June 30, 2014 Time in Position</u>	<u>2022</u>	<u>2023</u>
	0-12 Months	\$23.97			
	13-24 Months	\$25.94	0-12 Months	\$26.59	\$27.25
0-12 Months	25-36 Months	\$27.90	13-24 Months	\$28.60	\$29.32
13-24 Months	37-48 Months	\$29.88	25-36 Months	\$30.63	\$31.40
25-36 Months	48-60 Months	\$31.85	37-48 Months	\$32.65	\$33.47
37-48 Months	61-72 Months	\$33.82	48-60 Months	\$34.67	\$35.54
After 48 Months	After 72 Months	\$35.78	After 60 Months	\$36.67	\$37.59

<u>Hire on or before June 30, 2014 Time in Position</u>	<u>Hired after June 30, 2014 Time in Position</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
			<u>3.00%</u>	<u>3.00%</u>	<u>3.00%</u>
	0-12 Months	\$27.25	\$28.07	\$28.91	\$29.78
0-12 Months	13-24 Months	\$29.32	\$30.20	\$31.11	\$32.04
13-24 Months	25-36 Months	\$31.40	\$32.34	\$33.31	\$34.31
25-36 Months	37-48 Months	\$33.47	\$34.47	\$35.50	\$36.57
37-48 Months	48-60 Months	\$35.54	\$36.61	\$37.71	\$38.84
After 48 Months	After 60 Months	\$37.59	\$38.72	\$39.88	\$41.08

Section 2. New employees **with no law enforcement experience** shall be assigned to the starting rate and shall advance to the next succeeding pay step during the pay period which includes their anniversary date of hire as a full-time employee of the department, until they reach the top rate.

If the newly hired employee is what would be considered a “Lateral Hire” and has successfully completed a probationary period as a certified peace officer in another jurisdiction in Ohio, the, the Lateral Hire may be placed at a level in the above pay scale that is higher than the indicated starting range, based upon experience and in the discretion of the Police Chief and shall thereafter move through the pay scale on the anniversary of their service date.

Section 3. Officer in Charge (OIC). Any senior patrol officer performing the duties and assuming the responsibility of officer in charge (OIC) for at least ~~four (4) hours~~ **one (1) hour** in any given shift assignment will be compensated at a flat rate of twenty-six dollars (\$26.00) for each shift so worked.

Section 4. Longevity. Maintain Current Contract Language.

Section 5. Incentive Stipends. Maintain Current Contract Language.

ARTICLE 22
VACATION

The parties agree to incorporate the midterm amendment to the agreement.

Section 1. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>
Less than six months	none
Six months to one year	40 hours
After 1 year through 5 years	80 hours
After 5 years through 12 years	120 hours
After 12 years through 20 years	160 hours
After 20 years through 25 years	200 hours
After 25 years or more	240 hours

No full-time employee will be entitled to vacation leave or payment for accumulated vacation until he or she has completed **six (6) months** of employment with the Employer. Upon completion of **six (6) months** of employment, he or she will be credited with **forty (40)** hours, which may be scheduled and taken after the first **six (6) months** of employment and before the end of the ~~first calendar anniversary date year~~ **first anniversary date** of employment.

Section 2. New employees may be entitled to vacation service credit earned during prior employment with Bath Township. New employees shall not be entitled to vacation service credit or prior service credit for tenure with the state or any other political subdivision of the State of Ohio. **In the discretion**

of the Board of Trustees, vacation service credit for time with any other political subdivision of the state of up to five (5) years may be given to employees considered lateral hires.

Section 3. Maintain Current Contract Language.

Section 4. After the first year of employment, vacation leave shall be placed to an employee's credit on January 1 of each year and shall be taken by December 31 of the year in which it is credited. No vacation time shall carry over into the following calendar year.

Section 5. Maintain Current Contract Language.

Section 6. Maintain Current Contract Language.

Section 7. Maintain Current Contract Language.

Section 8. After one (1) year of service, employees who resign or retire are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave to their credit at the time of separation. Vacation pay out shall be pro rated based upon the time of separation.

Employees who retire after twenty (20) years of full-time service with Bath Township and who work through March 31 of the year of retirement shall be paid the full amount of vacation balance remaining at the time of retirement, with no pro ration applied.

Section 9. Maintain Current Contract Language.

ARTICLE 23
HOLIDAYS

The parties agree to incorporate the midterm amendment to the agreement

Section 1. Recognized Holidays. The following days are designated as paid, eight (8) hour holidays for full-time bargaining unit members. Bargaining unit members will receive eight (8) hours of holiday pay for each recognized holiday provided that they meet the eligibility criteria listed below and have been employed for at least six (6) consecutive months after original date of hire.

1. New Year's Day – January 1
2. Martin Luther King Day – Third Monday in January
3. President's Day – Third Monday in February
4. Memorial Day – Fourth Monday in May
5. **Juneteenth – June 19**
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Columbus Day – Second Monday in October

9. Veterans Day – November 11
10. Thanksgiving Day – Fourth Thursday in November
11. Christmas Day – December 25

Section 2. Maintain Current Contract Language.

Section 3 Maintain Current Contract Language.

Section 4. Holiday Pay Requirements. Maintain Current Contract Language.

Section 5. Personal Holidays. Maintain Current Contract Language.

ARTICLE 24
SICK LEAVE

The parties agree to incorporate the midterm amendment to the agreement

Section 1. Employees shall accrue sick leave credit at the rate of 4.64 hours for each completed eighty (80) hours of service. An employee shall not accumulate sick leave while on sick leave in excess of four (4) consecutive weeks. Sick leave may be accumulated to a maximum of one thousand three hundred twenty (1,320) hours. Newly hired full-time employees, upon hire, shall be provided with a credit of two hundred forty (240) hours of sick leave. **A new employee considered a lateral hire shall be eligible to transfer any sick leave accrual balance as long as the lateral hire has not previously taken a payout of sick leave from his/her prior employer. Any balance transferred shall not be eligible for payout upon retirement from Bath Township.**

Section 2. *Maintain Current Contract Language.*

Section 3. *Maintain Current Contract Language.*

Section 4. *Maintain Current Contract Language.*

Section 5. *Maintain Current Contract Language.*

Section 6. *Maintain Current Contract Language.*

Section 7 *Maintain Current Contract Language.*

Section 8. Personal Emergency Days. *Maintain Current Contract Language.*

Section 9. *Maintain Current Contract Language.*

Section 10. *Maintain Current Contract Language.*

Section 11. Sick Leave Buy Back Program. Any employee hired before January 1, 2009, that has accrued over nine hundred sixty (960) hours of sick leave may elect to receive a twenty percent (20%) payout of the unused amount of sick leave earned in the current year at the employee's base hour rate of pay in the year in which the sick time was earned. The payout shall be requested by the employee no later than November 30 of each calendar year and shall be paid on the last payroll of the following January (no later than January 31). Under no circumstances will the payout be based on more than the hours earned in one year, which is one hundred twenty (120) hours (maximum twenty-four [24] hours paid each year). Any time paid out under this program will be deducted from the employee's accrual.

Section 12. Modified Duty Assignments. An employee who is absent because of a non-work related injury and who is certified by his treating physician as being able to return to work with temporary restrictions, may, return to work on a modified duty assignment, provided an appropriate assignment exists. Any such modified duty assignments shall be temporary in nature and the determination of any such assignment is in the discretion of the Township.

LETTER OF UNDERSTANDING

Bath Township, Summit County, Ohio (hereinafter "Bath") and the Fraternal Order of Police, Ohio Labor Council (hereinafter "Union") on behalf of the Patrol Officer bargaining unit hereafter agree as follows:

1. Bath Township and the Union entered into a Side Agreement in April of 2023, to waive the wage structure in order for the Township to hire an experienced peace officer candidate for the police department.
2. As part of that Letter of Understanding, the Township, agreed to modify General Order 202, subsection J of the Bath Police Department concerning personal appearance standards to state: police officers are approved to maintain a well- groomed full or partial beard in accordance with the standards specified. The order allows the Police Chief the discretion on the types of beards permissible under the policy.
 - J. Sworn member's face shall be left clean shaven, except that a well-trimmed mustache that does not extend below the upper lip or beyond the corners of the mouth is permitted. Additionally, sworn personnel are permitted to wear a goatee or beard that is maintained at a length and pattern so as not to detract from the officer's professional appearance. Facial hair shall be neat, trimmed and maintained at a length not to exceed $\frac{3}{4}$ " in length. Beards must be trimmed and shall not be permitted below the Adam's apple or on the neck. In the event of civil emergency or standby status where there is the possibility of chemical gas deployment officers, at the direction of the chief of police or his/her designee, shall report to duty clean shaven. Hair, beards and/or mustaches will not give the appearance of being ragged, unkempt, or extreme in appearance.

3. The parties agree to continue the modification of the General Order 202 for the term of this three-year agreement, as long as members of the bargaining unit are adhering to the modified standard. If the Chief of Police or other commanding officer must take steps to enforce the standard against more than one individual, the Chief of Police has the right to revert to the previous order upon thirty (30) days' notice. The Employer agrees to meet with the Union upon request to discuss the issue during the thirty (30) day notice period.

***LETTER OF UNDERSTANDING
LATERAL HIRE JOB ASSIGNMENTS***

Bath Township (Summit County) and Fraternal Order of Police Ohio Labor Council, Inc., on behalf of the Patrol Officer Unit agree to the following limitations on the Employer's discretionary job assignments given to lateral hires. These limitations may be waived if no other employee is interested or qualified for the job assignment.

Detective Bureau	Must work for Bath Township for minimum of five (5) years.
Field Training Officer	Must work for Bath Township for minimum of five (5) years
School Resource Officer	Must work for Bath Township for minimum of five (5) years

In addition, Bath Township agrees that no lateral transfer shall be eligible to promotion to Sergeant unless the lateral transfer has been employed by Bath Township for five (5) years.

FOR BATH TOWNSHIP

FOR FOP/OLC (PATROL UNIT)

DATED

DATED

RELEASE FOR PROPERTY DAMAGE - OHIO

Claim # 300-0524206-2021

In consideration of the sum of Twenty Thousand Dollars and 00/100 cents
dollars (\$20,000), receipt whereof is hereby acknowledged, I do hereby release and forever
discharge The Estates of Bath C/O Anthony Umina, Auto-Owners Insurance Company
and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives
and assigns from any and all claims and causes of action for property damage, loss or use, depreciation and diminished
value sustained or that I may sustain as a result of an accident that occurred on or about the 4th day of August
year 2021 at or near Hametown Road / Bath, OH

It is expressly agreed this release does not include any claim for bodily injury resulting from the aforesaid accident by
the undersigned.

I understand the parties hereby released admit no liability for said accident and that said payment is made to terminate
further controversy relative thereto.

Payment will be made within 7 days of the date the fully executed release and/or settlement agreement is received
by Auto-Owners Insurance Company and no post-settlement interest shall accrue prior to said payment.

Signed and sealed this _____ day of _____ year _____.

Witnessed

(CAUTION. READ BEFORE SIGNING)

X _____ (Seal)

X _____ (Seal)

REFER TO STATE SPECIFIC LANGUAGE ON PAGE 2 BEFORE SIGNING THIS FORM

Regular – Work Session of the Bath Township Water & Sewer District Board

June 20, 2023

The Bath Township Water and Sewer District Board (Board) met in the Trustee Meeting Room on Monday, June 20, 2023 for the purpose of conducting the business of the district. The Chairman called the meeting to order at 6:12 p.m. The following members were present: *Chairman Stephen Schreiber, Mr. Joe Morris, Mr. Dan Kalstrom, Mr. John Bollinger, and Ms. Sandy Tomazic, Acting Recording Secretary. Mr. Mockbee, Mr. Lynett, and Ms. Shaub were not present.*

Approval of Minutes

Approval of the minutes for the December 2022 Work Session. Motion: Kalstrom, Seconded: Bollinger, all aye. Approved

Approval of the minutes for the May 2023 Work Session. Motion: Morris, Seconded: Bollinger, all aye. Approved

Financial Report

Approval of November 2022, December 2022, January 2023, February 2023, March 2023, and April 2023, May 2023, and June 2023 Huntington Bank Statements was tabled due to the absence of Mr. Mockbee treasurer. Approval of financial reports will be moved to the June, 2023 meeting agenda.

Concerns over the online banking fee were discussed. Topic will be added to the June 2023 meeting agenda for update by Mr. Mockbee.

District Correspondence

Summit County Planning Commission May 25, 2023

District Response to NEFCO June 2, 2023

Tom LaPlant Correspondence:

Steve Schreiber will continue to research and report back at the July WSD meeting.

21 N. Hametown: parcel number incorrect (correct: 0407648-DF Construction Company LLC)

Revere School garage: LaPlant showing two parcel numbers; Steve Schreiber recalls parcel number 010910.

New Business

Review of maps showing JEDD boundaries. Kalstrom reviewed maps; members discussed locations, discrepancies and businesses.

Bath School Property is an addition.

Other small addition on Crystal Lake Road, perhaps Cambridge Health Care

The origin and creation of the JEDD maps is unknown

Vito Sinopoli would like Mr. Konstand to look at maps

Questions regarding who is paying JEDD tax.

Unfinished Business

Review website forms adjustments based on mark-ups presented at May 2023 work session meeting.

All forms approved to post to website.

Old Business

Other Business

Review signatures needed on WSD meeting minutes in Record of Proceeding book. Kalstrom signed two, Schreiber signed one.

Regular – Work Session of the Bath Township Water & Sewer District Board

June 20, 2023

Citizens' Comments

None

Future District Board Meetings

The next meeting will be held on Tuesday, June 20, 2023 at 6:00 PM in the Trustee Conference Room at 3864 West Bath Road, Akron, Ohio 44333.

Adjournment

Motion to adjourn at 6:25 made by Mr. Morris, and was seconded by Mr. Bollinger.