



BOARD OF TRUSTEES MEETING

Monday, January 12, 2026 at 6:30 pm

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 comments.

APPROVAL OF AGENDA

Fiscal Officer Laura Tuttle

Report / Recommendations

1. Recommendation to approve regular purchase orders 2025-01485 and 2026-00001 through 2026-00250 and payments in the amount of \$123,314.83.
Included in the payments are the following:
 - \$19,139.92 to Cargill for road salt (Service)
 - \$16,245.41 to Software Solutions for annual accounting and payroll software (Admin)
 - \$42,500 to Troike Building Corp. for reimbursement of fire escrow funds (Admin)
2. Recommendation to approve meeting minutes for the December 15, 2025, Regular Trustee Meeting.
3. Recommendation to approve meeting minutes for the December 22, 2025, Special Trustee Meeting.
4. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Recommendation to hire Emily Mullenix as a full-time police officer at the hourly rate of \$30.07, effective February 1, 2026, as outlined in the FOP Labor Agreement with the stipulation of a one-year probationary period in compliance with the Bath Township 2026 Organizational Personnel and Policy Manual.

OATH OF OFFICE

The Oath of Office of Emily Mullenix, full-time Police Officer administered by Board President Sharon Troike.

2. Recommendation to approve the contract with AXON for Year 4 (of 5) for the Taser contract at a cost of \$14,179.99.
3. Recommendation to approve the 2026 annual contract and payment to Sundance for the cloud hosting services for NextGen 9-1-1 at a cost of \$3000. This is a 60/40 split with FD.
4. Recommendation to approve the 2026 annual contract and payment to Sundance for the CAD disaster support services for \$6000 which is a 50/50 split with the Fire Department.
5. Recommendation to approve the annual contract with Getac (Upstate Wholesale Supply Inc.) for body and dash camera contract in the amount of \$14,733 which includes cloud maintenance and the video/software license fees.
6. Recommendation to approve the annual contract with Sundance for the multi-factor authentication software and license maintenance fees in the amount of \$1,200.
7. Recommendation to approve the 2026 annual contract and payment to Biometric Information Management for the technical support and service contract for the digital fingerprint system at a cost not to exceed \$3,000.
8. Resolution 2026-02 Ohio Law Enforcement Body Armor Grant funded by the Ohio Bureau of Workers' Compensation for the replacement of six bulletproof vests at a cost of \$5,907. The grant is a 75/25 match. **Roll Call**

Fire Chief Rob Campbell

Report / Recommendations

1. Recommendation to accept the resignation of Part Time Firefighter/Paramedic Rafael Muniz effective January 31, 2026.

Service Director Caine Collins

Report / Recommendations

1. Recommendation to enter into an agreement with Terminix for the 2026 Pest Control Services for Bath Township facilities in the amount of \$7,967.50.

Parks Director Jeff France

Report / Recommendations

1. Recommendation to post/advertise for employment opportunity of Part-time Parks Personnel level 1. Applications will be accepted until position is filled.

Planning Director / Zoning Inspector William Funk

Report / Recommendations

1. Recommendation to contract with Compass Point Planning to update the Bath Township Zoning Resolution in an amount not to exceed \$50,000.

Administrator Vito F. Sinopoli

Report / Recommendations

1. Recommendation to approve the 2025 Ohio Department of Transportation Township Highway System Mileage Certification confirming 63.21 miles of Bath Township roadways in Summit County.
2. Recommendation to enter into an agreement with Environmental Design Group for engineering and design work including but not limited to parking lot expansion and stormwater management at Bath Community Park, not to exceed \$55,400.
3. Recommendation to accept a donation in the amount of \$500 from Marilee and Harold Gaar to be used in support of the upkeep of the Bath Nature Preserve.
4. Resolution 2026-01 Organizational Resolution and Personnel Policy Manual for 2026 **Roll Call**
5. Resolution 2026-03 Bath Community Fund Impact Grant **Roll Call**
6. Resolution 2026-04 Supporting Road Closures for Community Parades **Roll Call**

TRUSTEES: Elaina Goodrich, Sharon Troike, and Sean Gaffney

FUTURE TRUSTEE MEETINGS AND EVENTS

Public Hearing (ZC 25-01)	January 13, 2026, 5:30pm	Trustee Meeting Room
Heritage Corridors of Bath	January 14, 2026, 4:30pm	Trustee Conference Room
Park Board	January 15, 2026, 6pm	Trustee Meeting Room
Water and Sewer District Board	January 20, 2026, 6pm	Trustee Conference Room
Board of Trustees Meeting	January 26, 2026, 4pm	Trustee Meeting Room
Appearance Review Commission	February 2, 2026, 5pm	Trustee Meeting Room
Board of Trustees Meeting	February 9, 2026, 6:30pm	Trustee Meeting Room
Discover Bath Barns	February 10, 2026, 5pm	TBD
Zoning Commission	February 12, 2026, 6pm	Trustee Meeting Room

*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.

THANK YOU FOR ATTENDING / ADJOURNMENT

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000904	01/12/2026	00019	BARBERTON LAUNDRY AND CLEANING	ACH VENDOR PAY	\$110.45
000000905	01/12/2026	01975	STAPLES BUSINESS ADVANTAGE	ACH VENDOR PAY	\$33.14
000000906	01/12/2026	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$695.21
000000907	01/12/2026	00508	BERES, KAREN	ACH VENDOR PAY	\$111.63
000000908	01/12/2026	ZOLL medical corpor	ZOLL MEDICAL CORP	ACH VENDOR PAY	\$527.00
000000909	01/12/2026	00452	BATTERIES PLUS #165	ACH VENDOR PAY	\$101.55
000000910	01/12/2026	01748	HARTMAN, DONALD	ACH VENDOR PAY	\$1,200.00
000000911	01/12/2026	people check	PEOPLE CHECK LLC	ACH VENDOR PAY	\$124.00
000000912	01/12/2026	01414	OHIO BILLING INC	ACH VENDOR PAY	\$3,010.00
000000913	01/12/2026	01148	PURAIR PRODUCTS	ACH VENDOR PAY	\$113.37
000000914	01/12/2026	cintas corp #11	CINTAS CORPORATION NO 2	ACH VENDOR PAY	\$1,094.49
000000915	01/12/2026	00312	EXIT 11 TRUCK TIRE SERVICE	ACH VENDOR PAY	\$580.00
000000916	01/12/2026	00578	ICR ELECTRIC INC	ACH VENDOR PAY	\$5,289.20
000000917	01/12/2026	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$2,653.96
000000918	01/12/2026	00755	ENVIRONMENTAL DESIGN GROUP	ACH VENDOR PAY	\$8,534.00
000000919	01/12/2026	galley printing	GALLEY PRINTING COMPANY INC	ACH VENDOR PAY	\$2,838.00
000000920	01/12/2026	01404	NMJ TECHNOLOGY LLC	ACH VENDOR PAY	\$4,031.50
000000921	01/12/2026	00759	PENINSULA ARCHITECTS, LTD	ACH VENDOR PAY	\$2,821.50
Grand Total:			Number Of Checks: 18		\$33,869.00

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065883	01/12/2026	00993	AKRON PUBLIC UTILITIES BUREAU	Checks for 0001	\$336.22
0000065884	01/12/2026	01551	AKRON UNIFORMS	Checks for 0001	\$941.98
0000065885	01/12/2026	01588	BATH TRACTOR	Checks for 0001	\$2,939.88
0000065886	01/12/2026	00118	BOUND TREE MEDICAL LLC	Checks for 0001	\$428.96
0000065887	01/12/2026	02196	CARGILL INC	Checks for 0001	\$19,139.92
0000065888	01/12/2026	00663	FASTENAL COMPANY	Checks for 0001	\$699.90
0000065889	01/12/2026	02651	FBI-LEEDA	Checks for 0001	\$50.00
0000065890	01/12/2026	genuine parts compa	GENUINE PARTS COMPANY INC	Checks for 0001	\$186.79
0000065891	01/12/2026	00794	GVS SAFETY SUPPLIES INC	Checks for 0001	\$586.55
0000065892	01/12/2026	00358	HENDERSON PRODUCTS INC.	Checks for 0001	\$144.15
0000065893	01/12/2026	00111	MONTROSE FORD	Checks for 0001	\$100.66
0000065894	01/12/2026	state of ohio oh st hig	OHIO STATE HIGHWAY PATROL	Checks for 0001	\$600.00
0000065895	01/12/2026	RUMPKE WASTE &	RUMPKE OF NORTHERN OHIO INC	Checks for 0001	\$78.20
0000065896	01/12/2026	02862	SOFTWARE SOLUTIONS INC	Checks for 0001	\$16,245.41
0000065897	01/12/2026	Division of Industrial	STATE OF OHIO	Checks for 0001	\$330.25
0000065898	01/12/2026	summit armory	SUMMIT ARMORY AKRON LLC	Checks for 0001	\$1,569.90
0000065899	01/12/2026	troike building	TROIKE BUILDING CORPORATION	Checks for 0001	\$42,500.00
Grand Total:			Number Of Checks: 17		\$86,878.77

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000913	01/12/2026	00166	ENBRIDGE GAS OHIO	EFT for 0001-TRUST	\$2,567.06
Grand Total:			Number Of Checks: 1		\$2,567.06

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
1.6.26	Connor Frye	Winter Newsletter from State Senator Kristina Roegner	Trustee Troike
12.31.25	Scott Eller	This was listed in an Article on the Front Page of the ABJ	Township Trustees
1.11.26	William Snow	Acknowledgment of Emergency Dispatch Services – Top-O-Hill Incident	Township Trustees
12.30.25	Celia Dumford	Bike Lane Request	Township Trustees

Chief of Police Report
January 12, 2026

Department Trainings:

Officer Chapman – Shotgun Instructor December 8-10, 2025.
Sgt. Shaffer, Officer Chapman, and Detective Young – Instructor Training for the WRAP Restraint System December 12, 2025. All three are now certified instructors.

December Statistics:

All Calls for Service 1,540 [100%]
Community Policing 1,025 [67%]
Traffic Stops 21 [1%]
Traffic Accidents 71 [5%]
Alarm Drops 34 [2%]
Sexual Offense 0 Robbery 0 Burglary 0
All other calls for service: 389 [25%]
Booking Charges [Total] 17
OVI/DUI 3
Theft 4
Failure to Appear; Issuance of Warrant 2

END OF YEAR STATISTICS:

All Calls for Service 23,182 [100%]
Community Policing 16,089 [69%]
Traffic Stops 963 [4%]
Traffic Accidents 545 [2%]
Alarm Drops 375 [2%]
Sexual Offense 2 Robbery 0 Burglary 5
All other calls for service: 5,203 [23%]
Booking Charges [Total] 306
OVI/DUI 49
Theft 54
Possession of Drugs 9
Failure to Appear; Issuance of Warrant 50

Recommendations:

Recommend the full-time employment of Emily Mullenix as a police officer at the hourly rate of \$30.07, effective February 1, 2026, as outlined in the FOP Labor Agreement with the stipulation of a one-year probationary period in compliance with the Bath Township 2026 Organizational Personnel and Policy Manual.

Oath of Office

Recommend approval and payment to AXON for Year 4 (of 5) for the Taser contract at a cost of \$14,179.99.

Resolution 2026-02 for the Ohio Law Enforcement Body Armor Grant funded by the Ohio Bureau of Workers' Compensation for the replacement of six bulletproof vests at a cost of \$5,907. The grant is a 75/25 match.

Recommend approval for the 2026 annual contract and payment to Sundance for the cloud hosting services for NextGen 9-1-1 at a cost of \$3000. This is a 60/40 split with FD.

Recommend approval for the 2026 annual contract and payment to Sundance for the CAD disaster support services for \$6000 which is a 50/50 split with the Fire Department.

Recommend approval and payment to Getac (Upstate Wholesale Supply Inc.) for the annual body and dash camera contract in the amount of \$14,733 which includes cloud maintenance and the video/software license fees.

Recommend approval and payment to Sundance for the annual contract for the multi-factor authentication software and license maintenance fees in the amount of \$1,200.

Recommend approval for the 2026 annual contract and payment to Biometric Information Management for the technical support and service contract for the digital fingerprint system at a cost not to exceed \$3,000.

POLICE OFFICER'S OATH

I, Emily Mullenix, a Police Officer and member of the Bath Township Police Department, do solemnly swear to uphold and abide by the Constitution of the United States, the laws of the State of Ohio, the Charter of Summit County, the Rules and Regulations of Bath Township and the Bath Township Police Department. I will faithfully, honestly, and impartially discharge my duties as a Police Officer for Bath Township.

BATH TOWNSHIP

Sworn to me this 12th day of January 2026.

1818

Laura Tuttle, Fiscal Officer
Bath Township

Sharon A. Troike, President
Bath Township Board of Trustees

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 12TH DAY OF JANUARY, 2026 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 6:30 PM. IN BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO AT 3864 W. BATH RD. AKRON, OHIO.

_____ introduced the following resolution and moved its adoption:

BATH TOWNSHIP RESOLUTION 2026-02
TO APPLY FOR THE OHIO LAW ENFORCEMENT BODY ARMOR PROGRAM

WHEREAS, the Ohio Law Enforcement Body Armor Program is funded by the Ohio Bureau of Workers’ Compensation; and,

WHEREAS, the Program provides money to eligible applicants for the purchase of 6 body armor vests to enhance the safety and prevent injury of law enforcement officers, and has funding available to Bath Township Police Department in the amount of \$5,907.00 with a local match of 25%; and,

WHEREAS, Bath Township is committed to officer safety and the Board recognizes the need for ballistic vests for each officer to protect them in the line of duty; and,

WHEREAS, the Bath Township Board of Trustees desires financial assistance for ballistic vests;

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

1. Approves the filing of an application to the Ohio Law Enforcement Body Armor Program.
2. That Chief of Police, Vito F. Sinopoli, 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 673 and if the grant is awarded, to amend the 2026 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:

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

Resolution Adopted

Laura Tuttle
Fiscal Officer

Sharon A. Troike, President
Bath Township Board of Trustees

January 12th, 2026
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 January 12, 2026.

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

From: Rob Campbell, Fire Chief

Date: January 12, 2026

December 2025 Calls

Station 1 = 86

Station 2 = 82

All Stations = 7

Total = 175

EMS = 119

Fire = 56

Total Transports = 86

Mutual Aid Given= 26

Mutual Aid Received= 7

Yearly Call Total: 1,928

EMS = 1,308

FIRE = 620

TRAINING:

Classes = 8

Hours = 16

INSPECTIONS:

28 Inspections in December

REPORT:

Toys for Tots

RECOMMENDATIONS:

1. Recommendation to accept the resignation of Part Time Firefighter/Paramedic Rafael Muniz effective January 31, 2026.

Rafael Muniz Jr.
37338 Pebble Court
North Ridgeville, Ohio, 44039
January 1st, 2026

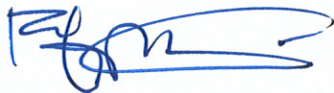
Chief Rob Campbell
Bath Township Fire Department
3864 W. Bath Road
Bath Township, Ohio, 44333

Dear Chief Rob Campbell:

I am writing to formally resign my position as a Firefighter/Paramedic with the Bath Township Fire Department, effective January 31st, 2026. Serving this community for the last 15 year has been an honor, and I am grateful for the opportunities, training, and support I have received during my time with the department.

Thank you for your leadership and for the privilege of working alongside such a dedicated group of firefighters and support staff. I wish the department continued success and safety.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Rafael Muniz Jr.', with a stylized flourish at the end.

Rafael Muniz Jr.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE TRUSTEE MEETING 1.12.2026

Buildings and Grounds:

No new business to report.

Roads:

Service Crew Monthly Report for December

Resident Service Requests received: 15

Resident Service Requests resolved: 32

Township Service Requests received: 6

Township Service Requests resolved: 5

Right of Way Permits: 2 Utility

Snow & Ice Report

Regular hours spent: 198.25

OT hours spent: 271.50

Total hours spent: 469.75

Approx tons of Salt used: 809.50

Miscellaneous

Vehicle 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 and Repairs of Address Markers and Street Signs/Posts; Pothole Patching; Road Repairs; Continuous Cleaning and Sanitizing of Shop and Trucks; Service Request Requests and Restorations; Roadside Sign Removal; Emptying of the Organic Recycle Trailer; Installed Plow Markers; Plowed and Salted Township Roadways, Administration Parking Lots and Sidewalks; and Seasonal Decorating.

Training

Summit County Safety County Monthly Meeting: Kelly D'Abramo

Cemetery Burials:

Moore's Chapel: 2 Full & 1 Cremation

Recommendations by the Service Director:

Recommendation to enter into an agreement with Terminix for the 2026 Pest Control Services for Bath Township facilities in the amount of \$7,967.50.

BATH PARKS DIRECTOR Jeff France

AGENDA FOR THE TRUSTEE MEETING 1.12.2026

General Park Information:

In December, park personnel inspected all trails and playgrounds, performed snow removal at township parks, and completed routine building, grounds, vehicle, and equipment maintenance and repairs.

Bath Baseball Park:

No new business to report.

Bath Community Park:

Myers Design completed the wooden playground border and installed landscape fabric and crushed stone. ADA-compliant wood chips will be added soon.

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:

Recommendation to post/advertise for employment opportunity of Part-time Parks Personnel level 1. Applications will be accepted until position is filled.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant
From: William Funk Planning Director/Zoning Inspector
Date: January 5, 2026
Re: Zoning Report for the month of December

Permits

During the month 11 zoning permits were issued in the following categories:

- Residential Addition 3
- Accessory Structure 3
- Swimming Pool 2
- Sign 2
- Subdivision 1

Zoning Commission

December 11, 2025, Zoning Commission did not meet.

Appearance Review Commission

December 1, 2025, the Appearance Review Commission reviewed the following cases:

- ARC 25-25, Sheila Hullihen of Fine Line Graphics for Meadow Falls of Bath, recommended to approve the proposed new monument sign face for Meadow Falls of Bath at 101 N. Cleveland Massillon Rd., located in the B-4 Business District.

Board of Zoning Appeals

December 16, 2025, the Board of Zoning Appeals heard the following cases:

- BZA 25-29, Stephan Shiposh, approved a variance to construct an accessory structure in the front yard at 1346 Sand Run Rd., located in the R-2 Residential District.
- BZA 25-30, Mark McCauley, approved a variance to exceed the permitted square footage for an accessory structure at 105 Magnolia Dr., located in the R-2 Residential District.

Solid Waste

- New Customers 11
- Vacation Customers 27
- Total Customers 3,408

Miscellaneous

- None

Recommendations

- Motion to contract with Compass Point Planning to update the Bath Township Zoning Resolution in an amount not to exceed \$50,000.



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: January 12, 2026
Re: Administrator's Report – 1/12/26

REPORT:

RECOMMENDATIONS:

1. Recommendation to approve the 2025 Ohio Department of Transportation Township Highway System Mileage Certification.
2. Recommendation to enter into an agreement with Environmental Design Group for engineering and design work including but not limited to parking lot expansion and stormwater management at Bath Community Park, not to exceed \$55,400.
3. Recommendation to accept a donation in the amount of \$500 from Marilee and Harold Gaar to be used in support of the upkeep of the Bath Nature Preserve.
4. Resolution 2026-01 Organizational Resolution and Personnel Policy Manual for 2026
5. Resolution 2026-03 Bath Community Fund Impact Grant
6. Resolution 2026-04 Supporting Road Closures for Community Parades

Ohio Department of Transportation

Office of Technical Services

2025 Township Highway System Mileage Certification

Note: This form must be submitted to ODOT no later than March 1, 2026 or county mileage will be certified by default based on the best information available.

The total certified mileage at the end of Calendar Year 2024 for BATH Township
in SUMMIT County was 63.210 miles

**As certified by the Board of Township Trustees or reported by the Director of Transportation,
in accordance with the provisions specified in the Ohio Revised Code, Section 4501.04.**

Consider all mileage changes that occurred in CY 2025 and determine the net increase or decrease in mileage.
Add the net change to the 2024 certified mileage above and fill in the new total below.

We the undersigned, hereby certify that as of December 31, 2025

the township was responsible for maintaining 63.210 miles of public roads.

Signature of Chairman of Board of Township Trustees

Date

Trustee Signature

Date

Trustee Signature

Date

County Engineer Signature

Date

Comments:

Please return a completed, signed copy of this form along with proper documentation of any changes made to:

Ohio Department of Transportation

Office of Technical Services

Mail Stop #3210

1980 West Broad St. 2nd Floor

Columbus, Ohio 43223

Attn: Aaron Shvach (614) 466-5135 or aaron.shvach@dot.ohio.gov

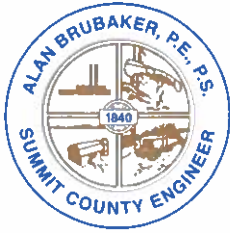
Summary of 2025 ODOT Changes
for Roads in SUMMIT County,
Township 03 , BATH

Certified Mileage for 2024 : 63.210 Miles

TWP	03	Route:	T	Route Name:	Change:	0.000
Reason For Change						

Total Changes: 0.000

Certified Mileage For: 2025 : 63.210 Miles



ALAN BRUBAKER, P.E., P.S.

SUMMIT COUNTY ENGINEER

January 2, 2026

Vito Sinopli, Administrator
Bath Township
3864 West Bath Road
Akron, Ohio 44333

Re: Annual Highway System Milcage Certification 2025

Dear Mr. Sinopli:

Attached is the 2025 Township Highway System Mileage Certification Form, as received from ODOT central office. The mileage figure is based on the data collected by ODOT that reflects any changes submitted for the year ending 12/31/2025. These mileage figures are used in the appointment of State Motor Vehicle Fuel Taxes that are returned to the township. Therefore, we need to be as accurate as possible.

Please return the signed original to the following address and not to ODOT central office.

County of Summit Engineer
Attn: Kristin Schaffner
538 East South Street
Akron, Ohio 44311

If you have any questions concerning this matter, please contact Kristin Schaffner at this office.

Sincerely,

ALAN BRUBAKER, P.E., P.S.
SUMMIT COUNTY ENGINEER

Sam Ross, P.E.
Construction Department Manager

KS/do

cc: L. Fulton
B. Olson
File

538 E. South Street ♦ Akron, Ohio 44311-1843 ♦ Tel: 330-643-2850 ♦ Fax: 330-762-7829



Website: www.summitengineer.net





1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

December 23, 2025

Bill Funk
Bath Township
3864 W. Bath Road
Akron, Ohio 44333

**RE: Bath Community Park – Phase 1 Expansion Bid Submittal
Environmental Design Group No. 24-00656-03P**

Dear Bill,

Environmental Design Group is pleased to submit our proposal for professional services (“Services”) for the parking lot expansion and stormwater management facilities for the associated fee and conditions as attached. If this proposal is satisfactory, you may authorize Environmental Design Group to proceed by returning one (1) signed copy to us.

If a contract is not fully executed between the Client and Environmental Design Group, LLC, this project will operate under Environmental Design Group’s Standard Terms and Conditions.

If there is a need for clarification or if changes in contractual arrangements are desired, please contact me at (330) 375-1390. We look forward to working with you and appreciate your business.

Sincerely,


Steven Kolarik, PLA, ASLA
skolarik@envdesigngroup.com | D: 614.735.5672
Associate Project Manager


Jill Pfeiffer-Ward, P.E., LEED AP, CEPSC
jward@envdesigngroup.com | D: 330.236.0348
Director

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract
Exhibit C: Current Hourly and Reimbursable Rate Schedules



PROJECT UNDERSTANDING

The scope of services includes continuing work on the original contract dated August 22, 2025, which provided professional design services for construction documents through the 30% submittal.

It is our understanding that we will provide site civil engineering and landscape architectural design services, along with surveying services and ecological services for development of the expanded asphalt parking lot, stormwater management, and connecting walkways. The proposed parking lot expansion on the east side of the developed site is intended to enhance vehicular circulation and increase parking capacity. The new parking drive will incorporate designated bus parking, stormwater management facilities, a pad and buffer for a future portable restroom facility, potential trail nodes, and improved trail and pathway connections. Additionally, stormwater management measures will be introduced to the existing parking area to help mitigate runoff impacts on adjacent properties.

We will coordinate with the Client to locate and provide pedestrian circulation to and around the new parking lot expansion. We will coordinate with the Client to select and specify ancillary project site amenities and furnishings such as outdoor seating, benches, trash cans, bike racks (if required), and other site furnishings as requested by the Client. Existing wayfinding and directional signage will be assessed and updated in response to the expanded facilities and parking areas. Coordinating with a local sign company, we will assist in the design and approval of the new sign package.

In response to the existing stormwater issues identified on site during the master planning process and as required by the addition of new impervious surfaces, we will provide design for stormwater management meeting the local Summit County and Bath Township requirements for discharge rates. This will include hydraulic and hydrological modeling of the existing site as compared to the proposed site to determine the required flood control and water quality treatment systems.

Site topographic survey, along with environmental and ecological services, will be required to accurately design the park expansion, which Environmental Design Group has provided in our scope below.

Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

SCOPE OF SERVICES

The services to be performed by Environmental Design Group in accordance with this proposal are as follows:

Task 1 – Topographic Survey

Environmental Design Group will perform an additional topographic survey in coordination with the initial survey area, showing all existing features within the Project area. The topographic survey will encompass enough spot grades to show watershed, at one (1) foot contours of the Project area as defined in the 30% drawings. This additional effort will focus on capturing the sports courts & parking area and updating the limits of the recently expanded playground.

Utilities - Environmental Design Group will locate the existing utilities by means of our standard surveying procedures, which include the field location of obvious above grade utility appurtenances, such as manholes, catch basins and valves, and the use of record data obtained from the property owner and/or information obtained by an OUPS preplanning/design ticket.

The location of underground utility lines for which no above-grade field evidence exists will be shown only from record data provided.

Environmental Design Group will show inverts and directions on any utility that can be opened with a reasonable effort and will not cause damage to caps or castings.



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Surface Features – Environmental Design Group will locate above-grade topographic features within the project area including but not limited to building limits, driveways, sidewalks, trees, guardrails, signs, playground limits, pavement limits, and curbing.

Base Map - Prepare a base map at an appropriate scale for use as a background for the proposed work. Property lines, right-of-way lines, and centerlines will be indicated from record information. A fully certified boundary survey will not be provided under this contract.

Task 2 – Combined Preliminary and Approved Jurisdictional Determination

Environmental Design Group will prepare and submit a combined Preliminary and Approved Jurisdictional Determination (P/JAJD) request to the U.S. Army Corps of Engineers (USACE), Buffalo District. The submission package will include:

- A cover letter
- The Request for Corps Jurisdictional Determination form (to be signed by the Client)
- A draft Jurisdictional Determination Form
- The Wetland and Surface Waters Delineation Report (prepared under separate cover)
- An aquatic resource summary table identifying the type and size of on-site wetlands and surface water features observed during the delineation (if applicable).

Environmental Design Group will participate in one (1) on-site field meeting if requested by the USACE. Field visits are typically scheduled during the growing season in Ohio (generally early May through early October). The delineation report will be revised up to one (1) time, if necessary, to incorporate the results of the field verification meeting.

Following submittal, Environmental Design Group will contact the USACE to confirm receipt of the request and to inquire about its status. While the USACE Buffalo District has an internal goal of processing 80% of Jurisdictional Determinations within 60 days, there is no statutory timeframe for review or completion. Approved Jurisdictional Determinations issued by the USACE are generally valid for five (5) years from the date of issuance.

Task 3 – 90% Site Design & Bid Documents

- A. Continue project design work from 30% submittal. Update site design based on feedback and comments from the Client. We have included one (1) round of comments in our fee.
- B. Finalize stormwater management calculations and design, including final revisions to the Stormwater Management Calculations Report. This also includes design of the stormwater collection system, including the location and grade of storm sewer inlets, pipe sizing, and the location and elevation of stormwater conveyance swales.
- C. Refine and update the project grading design to a 90% design level.
- D. Conduct earthwork volume calculations based on 90% level of design. One (1) iteration of earthwork volume calculations is accounted for in our fee.
- E. Refine and update the site utility plan to include storm conveyance pipe sizing, length, and rim/invert elevations.



- F. Prepare Design Development drawings for the site/civil components of the Project. These plans will show plan relationships among buildings and site features. The Client will provide the program elements anticipated for the site. We anticipate the following Design Development level site plan sheets as part of this task:
- Title Sheet
 - General Notes
 - Existing Conditions Plan
 - Demolition Plan
 - Overall Site Layout Plan
 - Enlargement Site Layout Plans
 - Overall Site Grading Plan
 - Enlargement Site Grading Plans
 - Overall Site Utility Plan
 - Enlargement Site Utility Plans
 - Stormwater Pollution Prevention Plan (SWPPP)
 - Overall Site Seeding Plan
 - Construction Details
- G. Environmental Design Group will provide an updated Opinion of Probable Construction Cost (OPCC) for this project at the 90% design level for final design submittal.
- H. Coordinate and provide appropriate local, County, and State permitting documents. We anticipate the following permits to be required:
- Ohio EPA Notice of Intent (NOI)
 - Summit County Soil & Water Conservation District
 - Summit County Engineering
- I. Prepare technical specifications for site work in CSI 50-Division format, Divisions 31, 32, and 33, for the Client's use in compiling the project manual for the project.
- J. Attend review and coordination meetings with the Client to review 90% submittal plans. A total of two (2) in-person meetings are budgeted for this task.

Task 4 – Bidding Phase Services (If Authorized)

Environmental Design Group will provide the following bidding phase services:

- A. Provide the Client with reproducible site work drawings and specifications for the Client's use in compiling bid packages.
- B. Respond to bidder RFIs related to site work.
- C. Assist with the preparation of addenda and clarifications related to site work.
- D. Attend a prebid meeting, assist the Client with questions, and compile the meeting minutes.



Task 5 – Construction Phase Services (If Authorized)

- A. Review of materials and shop drawing submissions.
- B. Respond to Contractor's RFI's.
- C. Interpretations and decisions of site drawings and specifications.
- D. Assist Client in the preparation of Construction Bulletins for site drawings.
- E. Assist with the preparation of Construction Change Orders for site drawings. Design and engineering services for Owner-directed changes will be provided on a time-and-materials basis or as negotiated at the time of the request.
- F. Prepare a drawing set reflecting construction changes that are documented through change orders and RFI's.
- G. Provide limited construction observation services for site work. The Client will be primarily responsible for this effort. Environmental Design Group will assist the Client in observation of the site work installation only when necessary and called upon by the Client. Regular attendance at job site meetings, normal site observation services, full-time inspection services, or more extensive review of submittals can be provided as an additional service if authorized. We have budgeted for three (3) visits to the site if called upon.
- H. Once the site work is substantially complete, Environmental Design Group will perform a punch list to review constructed work. A total of one (1) site visit is budgeted for this task.
- I. Environmental Design Group is available to attend pre-construction meetings if requested by the Client. We will provide these services on a time-and-materials basis as described in Task 6 below.

Task 6 – Additional Meetings, Site Visits, and Agency Coordination (If Authorized)

- A. Environmental Design Group is available to attend additional meetings and construction site visits beyond what is noted above when called upon by the Client. We will provide these services on a time-and-materials basis.

PROJECT SCHEDULE

Environmental Design Group will prepare and submit for Client approval a schedule for the performance of the scope of services. This schedule shall include reasonable allowances for review and approval times required by the Client.



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PROJECT QUOTATION

Environmental Design Group will invoice for the described professional services on a time-and-expense basis. These services and related expenses will be billed at the hourly and reimbursable rates in effect at the time the work is completed. Please refer to Exhibits C for current hourly and reimbursable schedules. We estimate the fee for the professional services in Tasks 1, 2, and 3 to be **Fifty-Five Thousand Four Hundred Dollars and Zero Cents (\$55,400.00)**.

Task 1 – Topographic Survey	\$10,100.00
Task 2 – Combined Preliminary and Approved Jurisdictional Determination	\$ 2,850.00
Task 3 – 90% Site Design & Bid Documents	<u>\$42,450.00</u>
Total:	\$55,400.00

The Environmental Design Group team is available to provide Client with additional services as described above, if authorized by the Client. Fees for these professional services are as follows:

If Authorized Items

Task 4 – Bidding Phase Services	T&M ____ initial if authorized
Task 5 – Construction Phase Services	T&M ____ initial if authorized
Task 6 – Additional Meetings, Site Visits, and Agency Coordination	T&M ____ initial if authorized

This offer remains valid for thirty (30) days; acceptance thereafter is subject to our approval. Reimbursable expenses are included in the price shown for professional services. From the date of acceptance of this Agreement, the above fees will apply for one (1) year. If the work is not completed during that period, the Agreement may be subject to renegotiation.



ASSUMPTIONS AND EXCLUSIONS

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe the responsibilities of both Environmental Design Group and the Client in the event there is a need for work outside the defined scope of services.

1. Unless the Client designates an alternate in writing, the person signing the agreement will be considered the Client's only official representative with respect to this agreement.
2. Client will provide engineering and surveying data and other existing information in the Client's possession to Environmental Design Group that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, and similar documents.
3. Client will make all provisions for Environmental Design Group personnel to enter upon public and private lands as required to perform the described services.
4. This proposal outlines the agreed-upon scope of services. It supersedes any other previous requests, discussions, or versions, including requests for proposals or other owner-initiated scope documents.
5. This proposal is based upon the current regulations of the applicable local, county, and state regulatory agencies. While Environmental Design Group does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein, and Environmental Design Group reserves the right to renegotiate such fees accordingly.
6. Fees for Permits, Plan Reviews, or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Client to pay these fees at the time of submittal if any such fee is encountered.
7. Environmental Design Group offers professional services and will work to accomplish the Client's goals, but the fees established herein shall be paid regardless of the outcome. Environmental Design Group will advise the Client on the likely approvability of the project but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory process.
8. Environmental Design Group has included normal review durations by the public agencies, based on our experience, in the project schedule contained herein. However, the actual duration of such reviews is beyond the control of Environmental Design Group, and extended review periods may impact and/or delay project completion.
9. If Environmental Design Group identifies an event or condition which under applicable law requires a report or notification to a government agency, the Client will report or notify the appropriate agency. Any additional costs associated with reporting or documentation to a government agency will be the responsibility of the Client.
10. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Client or otherwise be pursued in a start-stop-resume manner, Environmental Design Group reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
11. Opinions of construction cost or estimates of construction cost prepared by Environmental Design Group under this agreement are just that. Environmental Design Group does not warrant or guarantee that the project can be constructed for those amounts, and the Client agrees that Environmental Design Group cannot be held liable for any discrepancies between bid costs and our opinions or estimates.
12. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Environmental Design Group can provide many of these services if requested by the Client, they will only be provided only through amendment to the fees and scope of services of this agreement.
13. Unless bidding assistance and construction administration services have been included in the proposal, Environmental Design Group's work will be considered complete when all comments from reviewing agencies have been addressed and approval has been received from the reviewing agencies or the project has been terminated by the Client. Work requested by the Client after Environmental Design Group's plans are approved will be considered outside the scope of this agreement and will be completed after negotiation of an amendment to this agreement.
14. Although normal provisions for inclement weather have been included in the project schedule for the field work contained within this proposal, unusually bad weather conditions may delay the schedule and estimated completion date. Should such conditions occur, Environmental Design Group will notify the Client and provide an adjusted completion schedule.



15. Environmental Design Group will indicate the locations of subterranean structures (pipes, tanks, telephone cables, field tiles, etc.) on the project plans only to the accuracy and extent provided by the owners of the facilities, either by plans or markings in the field. Environmental Design Group is not responsible for such structures that are not brought to Environmental Design Group's attention or correctly shown on the plans of affected utilities provided to Environmental Design Group by the owners of such utilities. Should actual locations or depths of such subterranean structures be required, the costs of physically locating or exposing such structures are the responsibility of the Client.
16. Boundary survey, soils, traffic, wetlands, or additional environmental studies are not included in our scope of services.
17. Environmental Design Group's services, as contained herein, are without the benefit of a title commitment or opinion. Although Environmental Design Group is not an expert in title opinions, Environmental Design Group could examine the title commitment or opinion, if requested, for possible utilities, easements, or conditions that could affect the development.
18. The U.S. Army Corps of Engineers (USACE) will accept the wetland delineation previously completed for the site as the basis for the PJD/AJD, with no requirement for a new delineation or additional field data collection beyond the agreed site visit.
19. This proposal includes one USACE-requested site visit (if required) to confirm delineation boundaries and aquatic resource conditions, and one revision cycle of the jurisdictional determination package based on USACE comments. Additional site visits or revisions will require a separate scope and budget.
20. USACE will review and process the JD in accordance with their standard review timelines, without significant delays caused by factors outside of our control.
21. The request will be for a PJD/AJD only; this proposal does not include preparation of permit applications or associated mitigation planning or implementation.
22. All relevant site information, including prior delineation data and mapping, will be provided in a timely manner.
23. This proposal does not include coordination with agencies other than USACE, which is necessary for the JD.
24. This proposal does not include services related to challenging, appealing, or revising USACE determinations after issuance.
25. Environmental Design Group will strive to design the overall site grading for an earthwork balance, but site conditions or other variables may prevent balanced earthwork. Therefore, no assurance of balance can be given.
26. This proposal does not include the design of any offsite roadway or utility improvements. Any offsite studies, investigations, and/or design drawings that may be required will be done under a separate, authorized contract.
27. This proposal is based upon preparing a single set of construction documents. If the project is broken into phases requiring multiple sets of construction documents, preparation of the subsequent sets will result in additional charges to the Client for these services.
28. Any revisions to the 30% design drawings that served as the basis for the scope of services in this proposal after final engineering has begun may result in additional costs that will be billed on a time and material basis.
29. Site retaining walls or earth soil retention systems over four (4) feet in height require special structural engineering services that are not included in our scope of services.
30. Unless services related to rezoning have been specifically included in the proposal, it is assumed that this site is properly zoned for the development that the Client proposes. The Client and/or his attorney are responsible for resolving any issues related to the zoning status that may surface. This includes submittals, exhibits, or meetings required by neighborhood or overall development commissions. Environmental Design Group will provide these services, if requested, under a separate authorized contract.
31. The Consultant shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples, and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include a review of the accuracy or completeness of details, such as quantities, dimensions, weights, or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.



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32. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the general progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant shall keep the Client informed about the general progress of the project. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement.
33. Client is responsible for all preconstruction conference notifications and coordination with utility companies and contractors, including coordinating the design of electric, cable, telephone, and gas by the utilities themselves or others.
34. The Consultant shall not supervise, direct, or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the Contractor, nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.
35. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.



STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between Bath Township (Client) and Environmental Design Group, an Ohio limited liability company (“CONSULTANT”), is effective as of December 23, 2025. The parties agree as follows:

1. Consultant shall perform the services set forth in EXHIBIT A (“Contracted Services”), attached and incorporated herein by reference.
2. This Agreement will be binding upon the heirs, executors, administrators, successors, and assignees of Client and Consultant and will not be assigned by either Client or Consultant without the prior written consent of the other.
3. This Agreement contains the entire agreement between the Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations that are not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement will be in writing and signed by both Client and Consultant. The Client may use purchase orders as an administrative convenience; however, any terms and conditions contained in such purchase orders are not to be considered terms and conditions of this Agreement and will not be binding upon Consultant unless expressly agreed to in writing by Consultant.
4. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. Any legal proceedings related to this Agreement must be brought in a court of competent jurisdiction, venued in Summit County, Ohio.
5. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, will not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
6. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or not enforceable, the remaining provisions of this Agreement will be valid and binding on Client and Consultant.
7. Consultant will only act as an advisor in all governmental relations. Obtaining government approvals is not a term of this agreement unless expressly set forth herein.
8. Consultant is not responsible for delay or damages caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays or damages by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client or his agents to furnish timely information or approve or disapprove Consultant's work promptly, faulty performance by Client or other contractors, or the actions or inactions of governmental agencies including, but not limited to permit processing, changes in policy, environmental impact reports, dedications, general plans and amendments hereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant will not be deemed to be in default of this agreement.
9. The following will be considered as additional services to be performed for an additional fee: a) Changes to plans, specifications, or other documents and/or field work required by one or more governmental agencies, as a result of changes or official interpretations in its ordinances, policies, procedures or requirements after the date of this Agreement; b) Any and all increase in costs and expenses contemplated by this Agreement due to the granting of wage increases and/or other employee benefits to field or office employees as a result of the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement. Client will be billed for the additional, percentage increase applied to all remaining compensation due with respect to services performed pursuant to this Agreement; c) Incidental services as required by Client not specified in writing within the scope of work on the front hereof; d) Cost of replacing any staking destroyed, damaged, or disturbed by an act of God or parties other than Consultant; e) The costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
10. Consultant makes no representations and does not guarantee expressly or implicitly: a) The estimated quantities made in connection with maps, plans, specifications, or drawings; other than that all such figures are estimates only and Consultant shall not be responsible



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for interpretational differences or fluctuations. Estimates of areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas. b) The completion or quality of performance of Contractor or the completion or quality of performance of agreements by the construction contractor or contractors, or other third parties, nor is it responsible for their acts or omissions. c) Its findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance. d) Soil conditions, unless specifically included in writing in this Agreement, and it is further not liable for any damages arising out of the making or failure to make soil surveys, sub-surface soil tests, or general soil testing.

11. What may be referred to as a *cost estimate* or *engineer's estimate*, as made by Consultant herein or in other correspondence regarding the Project, shall be deemed an opinion of probable construction cost. In providing opinions of probable construction cost, it is recognized that neither Client nor Consultant has control over the costs of labor, equipment, materials, or over the contractor's methods of determining prices or bidding, or over market conditions. The opinion of probable construction costs is based on Consultant's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the Client's budget or from any opinion of probable cost prepared by Consultant. If Client wishes greater assurances as to Total Project or Construction Costs, Client may employ an independent cost estimator.
12. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format of text, data, graphics, or other types that are furnished by Consultant to Client are only for the convenience of Client. In the event there is a discrepancy between the electronic files and the hard copies, the hard copies govern. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.
13. All original papers, documents, drawings, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are to become permanent public record, will remain the property of the Consultant and may be used by Consultant without the consent of Client. Consultant retains all rights of copyright on work performed pursuant to this Agreement. All services provided pursuant to this Agreement may be used by Client only for the project described on the face hereof. Client agrees not to use or permit any other person to use plans, drawings, or other documents prepared by Consultant, which are not signed by Consultant and permitting agencies. Client agrees to be liable and responsible for any such use of unsigned plans, drawings, or other documents not signed by Consultant and agencies and will indemnify, hold harmless, and defend Consultant for any liability or damage incurred by Consultant as a result of such use.
14. Client acknowledges that all certifications of Consultant that appear on drawings shall be limited to the original purpose for which the respective drawings were to be used; that such certification and drawings are not intended to embrace any changes or modifications to such drawings regardless of their nature or scope; and that any obligations of Consultants attaching to such drawings shall be subject to the foregoing qualifications.
15. This agreement may be terminated by either party with thirty (30) days written notice if the other party has substantially failed to perform in accordance with the terms herein through no fault of the terminating party. Otherwise, Consultant has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this Agreement is terminated before the completion of all services, Client agrees to release Consultant from all liability for work performed. In the event that all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated by any party or for any reason, Client will pay Consultant for all fees, charges, and services provided for the project.
16. In the event that changes are made in the plans and specifications by Client or by any other person other than Consultant, any and all liability arising out of or resulting from such changes is waived by Client against Consultant, and Client assumes full responsibility and liability for such changes unless Client gives Consultant prior written notice of such changes and Consultant consents in writing to such changes. Client agrees to indemnify Consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which Consultant may sustain or incur as a result of such unconsented changes.
17. Client agrees that Consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the Client will defend, indemnify, and hold Consultant harmless



from any and all liability arising from or resulting from the performance of construction review by other persons. Any review of shop drawings and/or submittals is solely for general conformance with the design concept and contract documents and shall not form the basis of any liability of Consultant. Reviews of shop drawings and/or submittals by Consultant shall not alter the terms of this Agreement and shall not be construed to relieve any construction contractor of its obligations.

18. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of Consultant.
19. All fees and other charges will be billed monthly and will be due at the time of billing unless otherwise specified in this Agreement. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within twenty (20) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in the billing. Client agrees to pay a late payment charge, which will be computed at the periodic rate specified on the front hereof and will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing. After ninety (90) days, Environmental Design Group will stop working on the project until such invoices are paid in full. Invoices not paid within ninety (90) days of the date rendered may be referred for collection.

Should any action be necessary to recover monies owed after 90 calendar days from the date of the original invoice, an additional charge of 1.5% per month of the outstanding balance will be applied. If Environmental Design Group refers the debt to a collections firm or legal counsel, Client shall also be responsible for paying all of Environmental Design Group's collection costs and fees, including interest, court costs, expenses, and reasonable attorney's fees (even if contingency-based).

20. Limits of Liability shall be as specified below:

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law and notwithstanding anything to the contrary in this Agreement, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project and paid to Consultant, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, however alleged or arising, unless otherwise prohibited by law.

21. Client and Consultant agree that they will first try to resolve any claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement via good faith negotiations. If negotiations prove unsuccessful, Client and Consultant further agree to submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.
22. Under no circumstances will any legal action in any way connected with this Agreement or services performed hereunder be initiated by either party after five (5) years from the date of Substantial Completion, unless this Agreement is terminated prior to substantial completion, in which case the date of termination of this Agreement will be the date on which such period will commence.
23. The work is being conducted and the report is prepared for the sole use of the Client and represents a professional opinion based on the information available to Consultant at the time of the investigation and report.
24. Assignment of reliance to third parties can be made; however, this will be considered an additional service. Such letters of reliance may be provided on a case-by-case basis as requested. It is further understood that the scope, terms, and conditions under which this report was originally prepared apply to any and all third-party recipients.



- 25. Insurance: Environmental Design Group warrants that it has workers' compensation coverage, professional liability, and such coverage under public liability and property damage insurance policies as it deems to be adequate. Certificates of all such policies of insurance shall be provided to you upon request in writing. To the extent that it is lawful to do so, the Client hereby expressly waives and releases any cause of action or right of recovery which you may have hereafter against Environmental Design Group for any loss or damage to subject premises caused by fire, explosion or any other risk which may arise during our performance of services hereunder and which is covered by insurance.
- 26. Environmental Design Group's work being performed, and Environmental Design Group's findings and conclusions are for the benefit of the Client and appropriate regulatory agencies and are not to be relied upon by any other parties. A party's failure or delay to require strict performance on any provision of this agreement shall not be considered a waiver or deprive such party of the right to insist upon strict adherence to that term or other terms of this agreement.
- 27. Standard of Care: Services performed by Environmental Design Group under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by firms similar to Environmental Design Group which are currently providing similar services in the same geographical area. Notwithstanding anything to the contrary herein, nothing in this Agreement shall require Environmental Design Group to perform professional services to a standard that exceeds the Standard of Care. Environmental Design Group makes no express or implied warranty of any sort, including, but not limited to, warranty of merchantability or warranty of fitness for a particular purpose.
- 28. Client recognizes that subsurface conditions or other field conditions may vary from those encountered at locations where borings, surveys, or other observations are made by Environmental Design Group and that the data interpretations and recommendations by Environmental Design Group are based solely on information available to Environmental Design Group.

Environmental Design Group will be responsible for those data interpretations and recommendations, but shall not be responsible for any interpretations by others of the information developed.

- 29. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Environmental Design Group nor the Client, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Environmental Design Group and the Client shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the project.

30. SPECIAL TERMS AND CONDITIONS

The following articles are hereby modified and shall take precedence over the corresponding articles within the agreement:

Modification #	Modification Description



1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

EXHIBIT C STANDARD FEE SCHEDULE FY 2025

The schedule of hourly rates, itemized according to employee classification, represents the full range of staff that can be called upon to serve our Clients' needs.

Employee Classification	Hourly Rates
Principal Director	\$245 - \$420
Associate Director	\$225 - \$275
Senior Project or GIS Manager Senior Project Engineer Senior Landscape Architect	\$205 - \$285
Project or GIS Manager Construction Manager Funding Administrator Senior Professional Surveyor Senior Environmental Scientist Senior Ecologist	\$180 - \$275
Associate Project or GIS Manager Project Engineer Project Surveyor Ecologist Senior Designer	\$130 - \$180
Landscape Architect Environmental Scientist Operations Superintendent Resident Representative Construction Inspector Senior Survey Crew Chief GIS Specialist or Analyst	\$110 - \$165
Construction Inspector Intern	\$65 - \$82
Co-op/Intern	\$65 - \$82
Land Planner CADD Designer Project or GIS Technician Survey Crew Chief	\$90 - \$175
Administrative Assistant	\$90 - \$125
Project Controls	\$85 - \$173
Survey Crew GIS Data Collection	\$230 - \$280
Right of Way Agent	\$150 - 185
Senior Right of Way Professional	\$128 - \$193

Overtime - Overtime will be billed at 1.5 times the standard hourly rate shown (with pre-approval from Client).

Expenses - All expenses will be charged on a per-unit basis or at cost plus 15%.

Late Fees - Amounts not paid within thirty (30) days of the stated invoice date will be charged interest at the rate of 1% per month (12% per annum).

Vehicle - \$69.00 per business day.



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**EXHIBIT C
STANDARD REIMBURSABLE SCHEDULE
FY 2025**

Mileage	Current IRS Rate
Copy Charges (black & white)	\$0.25 per page
Copy Charges (color)	\$1.00 per page
Plotting Charges:	
Color Bond	\$1.75 per sq ft
Presentation Bond	\$2.50 per sq ft
Mylar	\$1.50 per sq ft
Plan Set Charges:	
Bond	\$1.50 per sheet
Mylar	\$6.00 per sheet
Survey Equipment and Materials	Cost + 15%
Environmental Equipment and Materials	Cost + 15%
Other Project-Related Equipment and Materials	Cost + 15%

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 12th DAY OF JANUARY, 2026, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR MEETING SESSION, COMMENCING AT 6:30 P.M. IN THE TRUSTEES MEETING ROOM AT, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ introduced the following resolution and moved its adoption:

**BATH TOWNSHIP RESOLUTION 2026-01
TO ADOPT THE ORGANIZATIONAL RESOLUTION, PERSONNEL POLICY
MANUAL AND JOB DESCRIPTIONS MANUAL**

WHEREAS the Township operates with regard to several master documents; and,

WHEREAS the Township Administrator has proposed the attached 2026-01 Organizational Resolution for adoption along with the Bath Township Personnel Policy Manual and Job Descriptions Manual; and,

WHEREAS the Department Heads of the Township have reviewed the documents and found them to be in order.

NOW THEREFORE BE IT RESOLVED, that the Organizational Resolution 2026-01, the Bath Township Personnel Policy Manual and Job Descriptions Manual are effective January 1, 2026 and attached to and made a part of these Minutes.

_____ seconded the Resolution for discussion.

The Fiscal Officer called the Roll:

Troike, **Aye**
Gaffney, **Aye**
Goodrich, **Aye**

Resolution

Laura Tuttle, Fiscal Officer

Sharon A. Troike, President
Bath Township Board of Trustees

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

January 12, 2026
Date

Elaina E. Goodrich, Trustee
Bath Township Board of Trustees

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 12th DAY OF JANUARY 2026, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 6:30 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 2026-03
TO APPLY FOR THE BATH COMMUNITY FUND IMPACT 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 (\$10,000) as an impact grant to be used for applicable projects in the community connected with the America 250 celebration, and;

WHEREAS, the Bath Township Board of Trustees desires financial assistance for the America 250 celebration and expenses related to community event programming for the 2026 calendar year;

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. Kasha Brackett 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 2026 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. Troike, **Aye**
Mr. Gaffney, **Aye**
Mrs. Goodrich, **Aye**

Resolution Adopted

Laura Tuttle
Fiscal Officer

Sharon A. Troike, President
Bath Township Board of Trustees

January 12, 2026
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 January 12, 2026.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 12th DAY OF JANUARY 2026, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN A REGULAR MEETING AT 3864 W. BATH RD, COMMENCING AT 6:30 P.M. IN BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption:

RESOLUTION 2026-04

A RESOLUTION EXPRESSING TOWNSHIP SUPPORT AND REQUESTING APPROVAL FROM THE COUNTY EXECUTIVE FOR TEMPORARY ROAD CLOSURES IN CONNECTION WITH COMMUNITY PARADES

WHEREAS, Bath Township supports community events that promote civic pride in celebration of America’s 250th Anniversary, public engagement, and community spirit, including organized parades conducted in coordination with public safety officials; and

WHEREAS, the Summit County Executive is the appropriate authority to approve the temporary closure of county roads for special events; and

WHEREAS, Bath Township desires to formally express its support for two separate community parades requiring temporary road closures on designated dates and times; and

WHEREAS, the proposed closures have been reviewed at the local level and will be coordinated with the Bath Township Police, Fire, and Road Department to ensure public safety, traffic control, and access for emergency vehicles;

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

SECTION 1. Bath Township hereby supports and requests approval from the County Executive for the temporary closure of the following roads for a community parade on May 27, 2026, beginning at approximately 6:30 p.m., subject to coordination with public safety officials:

- Revere Road between Woodsmill Rd. and Everett Rd; and
- A portion of Everett Road from the intersection of Revere Road to 3080 N. Revere Rd. Richfield, Ohio 44286

SECTION 2. The Township further supports and requests approval from the County Executive for the temporary closure of the following roads for a community parade on June 6, 2026, beginning at approximately 11:00 a.m., subject to coordination with public safety officials:

- A portion of Bath Road from 3980 W. Bath Rd. to the intersection of Cleveland Massillon Rd; and
- A portion of Cleveland-Massillon Road from the intersection of W. Bath Rd. north to the intersection of Shade Rd.

SECTION 3. The closures referenced in Sections 1 and 2 shall be temporary in nature and limited to the duration necessary to safely conduct the parades, including reasonable time for setup and dispersal, as determined by law enforcement and road department officials.

SECTION 4. Bath Township commits to coordinating with the Summit County Engineer, Bath Township Police Department, Bath Township Fire Department, and the Bath Township Road Department to ensure adequate traffic control, signage, detours, and emergency access during the events.

_____ seconded the motion, discussion and roll call:

- Mrs. Goodrich, **AYE**
- Mrs. Troike, **AYE**
- Mr. Gaffney, **AYE**

Resolution Adopted

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees’ *Record of Proceedings* dated January 12, 2026.