



BOARD OF TRUSTEES SPECIAL MEETING

Monday, December 22, 2025, at 9:30 am

Please silence cell phones and electronics.

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

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 2025-01475 through 2025-01484 and payments in the amount of \$167,331.77.
Included in the payments are the following:
 - \$29,250.00 to Hummel Construction
 - \$81,050.00 to Bureau of Workers Compensation
2. Resolution 2025-42A to Amended End of Year Resolution. **Roll Call**
3. Recommendation to approve meeting minutes for the 11/17/25 Board of Trustees Regular Meeting.
4. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Recommendation to enter into a side letter agreement with the FOP patrol and dispatch units clarifying Article 22 of the CBA regarding vacation credit for new hires.

2. 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 Full Time Police Officer Jackson Pemberton in accordance with Article 22 Section 2 of the FOP CBA.

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 Full Time Communication Specialist Crystal Pramik in accordance with Article 22 Section 2 of the FOP CBA.

Administrator Vito F. Sinopoli

Report / Recommendations

1. Recommendation to accept the donation of \$100 from Karen Melican in memory of her lifelong friend, Gay Powers, to benefit Bath Nature Preserve.

2. Recommendation to enter into an engagement letter with Stephen W. Funk, Esq. of Roetzel Address for representation in civil case CV 25-11-5608 at the hourly rate of \$350.00.

FUTURE TRUSTEE MEETINGS AND EVENTS

Special Meeting (Bill Pay)	December 22, 2025, 9:30am	Trustee Meeting Room
Appearance Review Commission	January 5, 2026, 5:00pm	Trustee Meeting Room
Zoning Commission	January 8, 2026, 6:00pm	Trustee Meeting Room
Board of Trustees Meeting	January 12, 2026, 6:30pm	Trustee Meeting Room
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, 6:00pm	Trustee Meeting Room
Water and Sewer District Meeting	January 20, 2025, 6:00pm	Trustee Conference Room
Board of Zoning Appeals	January 20, 2025, 7:00pm	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
3864 W Bath Road
Akron, OH 44333
330-666-4007
330-666-0305 FAX

Correspondence

To: West Side Leader
Bath Country Journal
Jody Miller Konstand
Kathy Sidaway
Chris Partis
Laura Bednar
Hank Foster

Email: editor@akron.com
news@scriptype.com
Jmkmedia@msn.com
kathysidaway@hotmail.com
cpartis@neo.rr.com
lbednar@scriptype.com
330togoinfo@gmail.com

Notice of meeting changes **Pages:** 1
12/22 and 12/29

DATE: 12/17/25

x For Review

Notice

The Bath Township Board of Trustees gives notice of multiple trustee meeting changes.

The **Monday, December 22nd Special Meeting** at 9:30 was originally scheduled as a bill pay only meeting and will now have additional agenda items for trustee consideration. The location of the Trustee Meeting Room will remain the same.

The previously scheduled **Monday December 29th Work Session** meeting will now be cancelled.

This notice meets the requirements of Ohio Revised Code Sections 121.22.

Kasha Brackett
Executive Assistant
Bath Township

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000885	12/22/2025	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$446.88
000000886	12/22/2025	02981	CHAPMAN, ADAM	ACH VENDOR PAY	\$239.80
000000887	12/22/2025	hummel construction	HUMMEL CONSTRUCTION CO	ACH VENDOR PAY	\$29,250.00
000000888	12/22/2025	01975	STAPLES BUSINESS ADVANTAGE	ACH VENDOR PAY	\$54.52
000000889	12/22/2025	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$10,636.55
000000890	12/22/2025	02214	SOUTHEASTERN EQUIP CO, INC	ACH VENDOR PAY	\$4,312.45
000000891	12/22/2025	02558	HUMPHRYS, SEAN	ACH VENDOR PAY	\$28.00
000000892	12/22/2025	00871	COLLINS, CAINE	ACH VENDOR PAY	\$150.56
000000893	12/22/2025	00508	BERES, KAREN	ACH VENDOR PAY	\$200.00
000000894	12/22/2025	bain enterprises	BAIN ENTERPRISES	ACH VENDOR PAY	\$189.00
000000895	12/22/2025	00329	INDEPENDENCE OFFICE & BUSINESS S	ACH VENDOR PAY	\$2,146.85
000000896	12/22/2025	pickett, davis	PICKETT, DAVIS H.	ACH VENDOR PAY	\$371.72
000000897	12/22/2025	02361	THE SOURCE INDUSTRIES	ACH VENDOR PAY	\$862.80
000000898	12/22/2025	brackett, kasha	BRACKETT, KASHA	ACH VENDOR PAY	\$202.34
000000899	12/22/2025	geauga highway	GEAUGA HIGHWAY CO.	ACH VENDOR PAY	\$4,631.64
000000900	12/22/2025	charter communicati	CHARTER COMMUNICATION - INTERNE	ACH VENDOR PAY	\$731.93
000000901	12/22/2025	01404	NMJ TECHNOLOGY LLC	ACH VENDOR PAY	\$3,606.75
000000902	12/22/2025	forerunner technologi	FORERUNNER TECHNOLOGIES INC	ACH VENDOR PAY	\$27.28
Grand Total:			Number Of Checks: 18		\$58,089.07

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065841	12/22/2025	ackerman, michael	ACKERMANN, MICHAEL	Checks for 0001	\$250.00
0000065842	12/22/2025	01551	AKRON UNIFORMS	Checks for 0001	\$1,563.00
0000065843	12/22/2025	apex electric	APEX ELECTRIC SUPPLY COMPANY	Checks for 0001	\$283.62
0000065844	12/22/2025	at&t mobility national	AT&T MOBILITY II, LLC	Checks for 0001	\$1,539.38
0000065845	12/22/2025	00903	BAKER, MELANIE	Checks for 0001	\$285.00
0000065846	12/22/2025	bolanz, tyler	BOLANZ, TYLER	Checks for 0001	\$100.00
0000065847	12/22/2025	02891	BOLTZ, JASON	Checks for 0001	\$280.00
0000065848	12/22/2025	01130	BONDI, JOANNE	Checks for 0001	\$175.00
0000065849	12/22/2025	02898	BRADNER, RICHARD	Checks for 0001	\$360.00
0000065850	12/22/2025	00935	BUREAU OF WORKERS COMP	Checks for 0001	\$81,050.00
0000065851	12/22/2025	00781	BURNHAM, MARYELLEN	Checks for 0001	\$75.00
0000065852	12/22/2025	02353	BURROWES CONSULTING SERVICES	Checks for 0001	\$840.00
0000065853	12/22/2025	Jerry Pate Turf & Irri	CENTURY EQUIPMENT II LTD	Checks for 0001	\$304.28
0000065854	12/22/2025	craven kyle	CAVEN, KYLE	Checks for 0001	\$175.00
0000065855	12/22/2025	00682	FAY, NANCY	Checks for 0001	\$300.00
0000065856	12/22/2025	01133	FLYNN, THOMAS	Checks for 0001	\$300.00
0000065857	12/22/2025	02232	FRANKLIN, TIMOTHY	Checks for 0001	\$365.00
0000065858	12/22/2025	01901	FRONTIER TANK CENTER INC	Checks for 0001	\$2,000.99
0000065859	12/22/2025	genuine parts compa	GENUINE PARTS COMPANY INC	Checks for 0001	\$244.10
0000065860	12/22/2025	00794	GVS SAFETY SUPPLIES INC	Checks for 0001	\$1,331.25
0000065861	12/22/2025	02393	H & D CARPET INC	Checks for 0001	\$1,357.58
0000065862	12/22/2025	01132	HETE, EMILY	Checks for 0001	\$225.00
0000065863	12/22/2025	02204	HOME DEPOT	Checks for 0001	\$622.59
0000065864	12/22/2025	00680	KERR, JEFF	Checks for 0001	\$285.00
0000065865	12/22/2025	02897	KOSIEWICZ, JOY	Checks for 0001	\$275.00
0000065866	12/22/2025	03030	KUHLMAN CORP	Checks for 0001	\$111.00
0000065867	12/22/2025	lopez, alejandro	LOPEZ, ALEJANDRO	Checks for 0001	\$800.00
0000065868	12/22/2025	02489	MACK, MICHAEL R.	Checks for 0001	\$275.00
0000065869	12/22/2025	fredrick marsha	MARCI FREDRICK	Checks for 0001	\$280.00
0000065870	12/22/2025	state of ohio oh st hig	OHIO STATE HIGHWAY PATROL	Checks for 0001	\$600.00
0000065871	12/22/2025	pitchford marshall	PITCHFORD, MARSHALL	Checks for 0001	\$225.00
0000065872	12/22/2025	reilly sweeping	REILLY SWEEPING INC	Checks for 0001	\$1,267.50
0000065873	12/22/2025	safe restraints	SAFE RESTRAINTS INC	Checks for 0001	\$1,659.12
0000065874	12/22/2025	sanchez, kristin	SANCHEZ, KRISTIN	Checks for 0001	\$275.00
0000065875	12/22/2025	02950	SMITH, ELIZABETH	Checks for 0001	\$50.00
0000065876	12/22/2025	00679	SMOCK, CURTIS	Checks for 0001	\$250.00
0000065877	12/22/2025	PROFORMA	PROFORMA SOLUTION VENTURES	Checks for 0001	\$285.00
0000065878	12/22/2025	d.o.s.s.s.	SUMMIT COUNTY D.O.S.S.S.	Checks for 0001	\$383.58
0000065879	12/22/2025	01420	UNITED RENTALS	Checks for 0001	\$122.00
0000065880	12/22/2025	03056	WEBER, BILL	Checks for 0001	\$225.00

Grand Total:

Number Of Checks: 40

\$101,394.99

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000894	12/22/2025	00718	HUNTINGTON MASTERCARD	EFT for 0001-TRUST	\$7,847.71
Grand Total:			Number Of Checks: 1		\$7,847.71

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 22ND DAY OF DECEMBER 2025, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN A SPECIAL MEETING AT 3864 W. BATH RD, COMMENCING AT 9:30 A.M. IN BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption:

**RESOLUTION 2025-42A
AMENDED END OF YEAR RESOLUTION**

WHEREAS, after careful review of the budget submitted to the Summit County Budget Commission in July 2025, the Department Heads and Township Administrator under 505.032 (F) developed appropriations to operate the Township; and,

WHEREAS, the Fiscal Officer has reviewed the revenue and budget of the township through 2025, and has certified that the expenditures are inside the current Official Certificate of Resources; and,

WHEREAS, this Resolution is a procedural matter for the year-end closing of the books;

NOW THEREFORE BE IT RESOLVED, that the Bath Township Fiscal Officer authorizes the write off of the following outstanding billing charges which are one year beyond the billing cycle or have proven to be uncollectable

- 1. False Alarm Fines as follows:
 - o Invoice 2024-21 Circle K- \$50.00
 - o Invoice 2025-02/03 Secard \$150.00
 - o Invoice 2025-16 Taub \$50.00
 - \$250.00

FURTHER, the Bath Township Fiscal Officer has reported that any and all intra-fund transfers of \$1,500 or more posted by the Fiscal Officer have been approved for the year.

FURTHER, the Bath Township Board of Trustees authorizes any additional transactions necessary to ensure the fiscal stability of the township.

FURTHER, that this Resolution is for the purpose of ascertaining that the Board and citizens of the Township are aware of the details of the revenue and expenditures of money by the Township.

Mrs. Troike seconded the motion, discussion and roll call:

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

Resolution Adopted

Laura Tuttle
Fiscal Officer

Absent
Elaina E. Goodrich, President
Bath Township Board of Trustees

Sharon A. Troike, Vice-President
Bath Township Board of Trustees

Date: December 22, 2025

Sean F. Gaffney, Trustee
Bath Township Board of Trustees

This Resolution is a true and correct excerpt from the Minutes of the Board of Township Trustees and is recorded in the Bath Township Board of Trustees' *Record of Proceedings* dated December 22, 2025.

SIDE LETTER AGREEMENT

Between

Bath Township and the Fraternal Order of Police, Ohio Labor Council, Inc. (FOP) Patrol and Dispatch Units

This Side Letter Agreement ("Agreement") is entered into by and between Bath Township ("Employer") and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP") Patrol and Dispatch Units, collectively referred to as the "Parties," for the purpose of clarifying the application of Article 22 (Vacation) of the current Collective Bargaining Agreement ("CBA").

Purpose

The Parties agree that this Side Letter is intended solely to clarify vacation usage and carryover provisions for newly hired full-time employees during their first year of employment, where the existing language in Article 22 is silent.

Clarification of Vacation Credit and Use – First Year of Employment

1. Initial Vacation Credit

Consistent with Article 22 Section 1 of the CBA, newly hired full-time employees at the Six Months to one year level shall receive forty (40) hours of vacation credit upon completion of six (6) months of continuous full-time employment, and an additional forty (40) hours upon completion of one (1) year of continuous service.

2. Employees Receiving Vacation Posting During First Three Quarters of the Calendar Year

Any first- year employee receiving vacation credit after six (6) months or one (1) year of continuous full-time employment shall be required to use this time within the same calendar year in which the credit is granted.

Any unused portion of this initial forty (40) hours at the end of that calendar year shall be forfeited and shall not carry over.

Employees Hired During the Fourth Quarter of the Calendar Year

Within the first year of employment, any vacation posted in the fourth quarter is eligible to carry over in its entirety the following calendar year.

Limitation to First Year of Employment Only

This clarification applies only to the employee’s first year of employment. After the first year, all vacation accrual, usage, and carryover provisions shall be governed exclusively by Article 22 of the CBA.

No Other Changes

Except as expressly stated herein, all other terms and conditions of the Collective Bargaining Agreement, including Article 22, shall remain unchanged, in full force and effect.

Non-Precedent Clause

This Side Letter is intended as a clarification of Article 22 and shall not be cited as precedent for any other bargaining unit, bargaining agreement, or circumstance beyond its express terms.

FOR THE TOWNSHIP:

Name: _____
Title: _____
Date: _____

FOR THE FRATERNAL ORDER OF POLICE:

Name: _____
Title: _____
Date: _____



BATH TOWNSHIP DONATION APPLICATION

All grants/donations must be preapproved in writing by the Board of Trustees and the Board reserves the right to refuse to accept any gift for any reason.

Complete if the application is on behalf of an individual.

Check box for Anonymous Donations

Name of Individual or Contact: Karen Melican

Address: 3 Colburn Road

City: Wellesley State: MA Zip: 02481

Phone Number: _____ Email: _____

Complete if the application is on behalf of an entity.

Check box for Anonymous Donations

Name of Entity: _____

Name of Individual making application on behalf of Entity: _____

Phone Number: _____ Email: _____

Total Financial Donation(s) to Bath Township: \$ 100.00

Description of Non-Financial Donation: _____

Date of Donation(s): Check dated 11/28/2025. Recvd 12/17/2025.

If the donation(s) is for any specific purpose, provide an explanation of the purpose(s) for which the donation(s) is being made: Donation is in memory of her lifelong friend, Gay Powers, who passed away in March 2025 and loved the BNP.

**If additional space is needed, please attach additional sheets with this information to this form.*

Purpose of Entity: If commercial, please provide a description of the nature of the commercial enterprise(s) of the entity. If Not-For-Profit, please provide a description of the charitable causes supported:

To: Bath Nature Preserve
Bath Township, Attn: BNP Park Donation,
P.O. Box 1188, Bath, OH, 44210-1188.

In memory and celebration of **Gay Powers (Nancy Gaylord Powers)** of
Akron, OH

From: Karen Melican
3 Colburn Road
Wellesley, MA 02481

Enclosed is a check for **\$100** given in memory of my childhood/life long
friend, Gay Powers, who loved your Preserve and passed away last March.
Thank you for providing her such a special place to enjoy.

*Note: It's a QCD check from my IRA. So it's not tax deductible
for me.*



VERIFY THE AUTHENTICITY OF THIS MAIL BY VISITING www.usps.com TO REPORT ANY FRAUD.

BNY MELLON TRUST OF DELAWARE

FIDELITY
BROKERAGE SERVICES LLC

NO. 947892194
62-35931
November 28, 2025

PAY One Hundred Dollars and 00 Cents

TO THE ORDER OF

BATHNATURE RESERVE
C/O KAREN'S MELLON
3 COE BURNING
WELLESLEY MA 02481-5018

MEMO: GIFT OF KAREN'S MELLON *Medicine*

EXACTLY
"\$100.00"

Not Valid After 60 Days
National Financial Services LLC

[Signature]
NATIONAL FINANCIAL SERVICES LLC

⑈947892194⑈ ⑈031100351⑈ ⑈0300974201⑈

*Glenn Melican
3 Coburn Rd
Wellesley Hills
MA 02481*



BOSTON MA 020
10 DEC 2025 PM 7 L

*Bob Nature Reserve
Bob Township
Rt. 118
P.O. Box 1188
Bath, OH 44210-1188*

DEC 15 2025

44210-11888

December 19, 2025

Vito Sinopoli, Administrator
Bath Township
3864 W. Bath Road
Akron OH 44333

Robert Konstand, Director of Law
Bath Township
3864 W. Bath Road
Akron OH 44333

Re: **Legal Representation of Bath Township**
Summit Locations, LLC v. Board of Trustees, Bath Township, Ohio, et al.
Summit County Common Pleas Court, Case No. CV-2025-11-5608

Dear Mr. Sinopoli and Mr. Konstand:

I am writing to confirm your request that Roetzel & Address, LPA (“Roetzel”) provide legal representation of Bath Township and all employees of Bath Township (the “Bath Township Defendants”) who have been named as Defendants in the above-referenced civil action. The purpose of this letter is to set forth terms and conditions relating to our retention by Bath Township to represent the Bath Township Defendants in this action.

In accordance with our normal billing practices, all fees for our services will be based on the actual time expended by each attorney, legal assistant, or other support personnel working on your matter multiplied by each person’s respective hourly billing rate in effect at the time. Fractions of hours are computed in periods of not less than one-tenth (1/10) of an hour. My current billing rate is \$525 per hour, but I will bill for this matter at the reduced rate of \$350 per hour. Any work performed by associates will be billed at the reduced rate of \$250 per hour.

We will also charge you for all disbursements made on your behalf including copying charges, facsimile charges, filing fees, travel mileage, airline tickets, parking, certain meals and lodging, messenger services, courier packages, and our legal research computer service, if needed. While we will pay for many of the costs incurred in your matter and bill you, our firm policy is that we cannot pay for costs of \$1,500.00 or above. Invoices for costs of \$1,500.00 or more will be forwarded to you for payment on a 50/50 basis.

We send you invoices the attorney fees and costs incurred on a monthly basis. Payment is due upon receipt of each bill. Interest at the rate of 1½% per month will be charged on any invoice outstanding over 45 days. In addition, we reserve the right to discontinue our representation in the event monthly billings are not paid within 30 days of presentation to you.

Vito Sinopoli, Administrator

December 19, 2025

Page 2

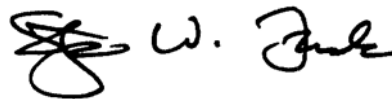
It is difficult to precisely anticipate the amount of our time that will be required for this engagement and the amount of fees and disbursements that will be incurred. At any time during the course of our engagement, we welcome the opportunity to discuss with you the fees and expenses incurred or to be incurred and will try to minimize such amounts. Sometimes this will require the reassessment of your strategic goals and tactical methods. We are always prepared to reevaluate approaches, whether it be for cost reasons or otherwise. If you have any questions at any time about our bill or our services, please contact me. Typically, questions are easily resolved.

Any of us may terminate our engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. In the event the engagement is terminated, we will take such steps as are reasonably practicable to protect your interests. Unless previously terminated, our representation will terminate upon our sending you our final statement for services rendered. Following such termination, any otherwise non-public information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you. Our own files, including lawyer work product, pertaining to the matter will be retained by the firm. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

If the foregoing terms and conditions accurately summarize and confirm your understanding of our firm's representation in this matter, please indicate your approval and acceptance by dating, signing, and returning this letter. We look forward to serving you and working with you on this matter.

Sincerely,

ROETZEL & ANDRESS, LPA



Stephen W. Funk

ACCEPTED AND AGREED ON BEHALF OF BATH TOWNSHIP:

By: _____
Vito Sinopoli, Administrator

Date: _____