



BOARD OF TRUSTEES MEETING

Monday, November 17th, 2025, at 4:00 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 2025-01378 through 2025-01385 and payments in the amount of \$72,159.98.
Included in the payments are the following:
 - \$17,500 to Summit Excavating for Septic System installation (Service)
 - \$15,102.96 to Environmental Design for site planning at Bath Community Park (Admin)

Roll Call

2. Recommendation to transfer \$14,184.00 from the 101 General Fund, Sale of Used Equipment revenue account to be distributed as follows: \$3,609.00 to 212 Parks Fund, Sale of Used Equipment revenue account and \$10,575.00 to 204 Road and Bridge Fund, Sale of Used Equipment revenue account. This is to reimburse these funds for their sales of used equipment in October 2025.

3. Recommendation to execute the agreement between Summit County and Bath Township for the 2025 Cuyahoga Valley National Park PILOT program and accept the PILOT payment of \$111.05.
4. Recommendation to approve meeting minutes for the October 20, 2025, and November 6, 2025, Regular Trustee Meetings.
5. Resolution 2025-41 Request for Advance of Taxes. **Roll Call**
6. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Recommendation to approve the change of status for Sue Bartlett, Administrative Assistant/Records Custodian, from full-time to part-time status as of January 1, 2026. The change in status, as outlined in the Bath Township Organizational and Personnel Policy, requires a one-year probationary period.
2. Recommendation to approve the Police Agreement/MOU between the Bath Township Police Department and the Cleveland Clinic. This is our first MOU agreement with the Cleveland Clinic.

Fire Chief Rob Campbell

Report / Recommendations

1. Recommendation to approve the hire of Part Time Firefighter/Paramedic Daniel Biltz effective November 17, 2025.
2. Recommendation to approve the price increase for the Med Unit in the amount of \$7,505.33.

Service Director Caine Collins

Report / Recommendations

1. Recommendation to hire Davis Pickett for the position of Part-time Service Personnel, effective November 18, 2025, at the hourly rate of \$20.00, in accordance with all the rules and regulations of Bath Township and a one-year probationary period.
2. Recommendation to enter into a 3-year maintenance agreement with Generator Systems for the Service Building Generator, in the total amount of \$3,959.30.
3. Recommendation to enter into a one-year agreement with Aqua Doc for the 2026 Pond Management Program, in the amount of \$720.00.

4. Recommendation to enter into a one-year agreement with Janco Service Industries for cleaning services for Bath Township facilities at the cost of \$3,456.00 per month.
5. Recommendation to enter into a one-year agreement with Davis Water Treatment for the service, maintenance, and testing of the Bath Township facilities water system.

Parks Director Jeff France

Report / Recommendations

1. Recommendation to enter a contract with ICR Electric, Inc. to install a new electrical panel at Bath Community Park. The total project cost will not exceed \$14k.

Planning Director / Zoning Inspector William Funk

Report / Recommendations

Administrator Vito F. Sinopoli

Report / Recommendations

TRUSTEES: Elaina Goodrich, Sharon Troike, and Sean Gaffney

Report / Recommendations

1. Motion to renew the Township Administrator employment agreement for Vito Sinopoli through December 31, 2028.

Community Updates:

Summit County Engineer, Alan Brubaker

FUTURE TRUSTEE MEETINGS AND EVENTS

Board of Zoning Appeals	November 18, 2025, 7:00pm	Trustee Meeting Room
Parks Board	November 20, 2025, 4:30pm	North Fork Preserve of Bath
Board of Trustees Special Meeting (Bill Pay)	November 24, 2025, 9:30am	Trustee Meeting Room
Wye Rd. Bridge Lighting	November 28, 2025, 5:30pm	Wye Rd. Bridge/Ghent Hamlet
Appearance Review Commission	December 1, 2025, 5:00pm	Trustee Meeting Room
Discover Bath Barns	December 9, 2025, 5:00pm	Trustee Meeting Room
Zoning Commission	December 11, 2025, 5:00pm	Trustee Meeting Room
Settlement Meeting	December 15, 2025, 9:30am	Trustee Meeting Room
Water and Sewer District Board	December 15, 2025, 6:00pm	Trustee Conference Room
Board of Trustees Meeting	December 15, 2025, 6:30pm	Trustee Meeting Room
Board of Zoning Appeals	December 16, 2025, 7:00pm	Trustee Meeting Room
Special Meeting (Bill Pay)	December 22, 2025, 9:30am	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 BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
11.5.25	Michael Ackermann	Bath Trustee	Trustee Troike
11.6.25	Aidan Horgan	Fwd_ Quick Request_ Contact Rep. Emilia Sykes – Protect Ohio Roads from Heavier Trucks	Trustee Goodrich
11.8.25	Joe Lentine	FW_ North Fork Preserve	Trustee Troike
11.11.25	Matthew Raineri	Fwd_ Bath Township History	Trustee Goodrich
11.11.25	Dr. Lara Roketenetz	Re_ Bath Township History	Township Trustees

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065743	11/17/2025	00993	AKRON PUBLIC UTILITIES BUREAU	Checks for 0001	\$220.68
0000065744	11/17/2025	01944	AKRON TRACTOR & EQUIPMENT	Checks for 0001	\$232.35
0000065745	11/17/2025	01551	AKRON UNIFORMS	Checks for 0001	\$1,512.47
0000065746	11/17/2025	02562	ALLIED CORP INC	Checks for 0001	\$335.92
0000065747	11/17/2025	02552	AMERICAN WINDOW CLEANING	Checks for 0001	\$1,150.00
0000065748	11/17/2025	auto glass squad	AUTO GLASS SQUAD INC	Checks for 0001	\$239.00
0000065749	11/17/2025	00173	BREATHING AIR SYSTEMS	Checks for 0001	\$752.20
0000065750	11/17/2025	00646	C & L SHOES INC	Checks for 0001	\$799.96
0000065751	11/17/2025	diamond waterfronts	DIAMOND WATERFRONTS INC	Checks for 0001	\$3,606.80
0000065752	11/17/2025	00236	GALLS INC	Checks for 0001	\$371.98
0000065753	11/17/2025	kinter, john	JOHN KINTER	Checks for 0001	\$222.25
0000065754	11/17/2025	00101	LEVINSONS UNIFORMS	Checks for 0001	\$63.49
0000065755	11/17/2025	00111	MONTROSE FORD	Checks for 0001	\$1,456.59
0000065756	11/17/2025	01222	PRECISION LASER & INSTRUMENT INC	Checks for 0001	\$183.32
0000065757	11/17/2025	RUMPKE WASTE &	RUMPKE OF NORTHERN OHIO INC	Checks for 0001	\$78.20
0000065758	11/17/2025	00524	SUMMIT COUNTY POLICE CHIEFS	Checks for 0001	\$175.00
0000065759	11/17/2025	01138	SUMMIT EXCAVATING	Checks for 0001	\$17,500.00
0000065760	11/17/2025	01813	THE DAVEY TREE EXPERT CO	Checks for 0001	\$1,010.00
0000065761	11/17/2025	transunion	TRANSUNION RISK & ALTERNATIVE DA	Checks for 0001	\$100.00
0000065762	11/17/2025	treasurer state of ohi	TREASURER STATE OF OHIO	Checks for 0001	\$46.00
0000065763	11/17/2025	trotta's	TROTTA'S POWER WASHING INC	Checks for 0001	\$4,400.00
0000065764	11/17/2025	TRUSTWORTHY	TRUSTWORTHY LLC	Checks for 0001	\$275.00
0000065765	11/17/2025	01420	UNITED RENTALS	Checks for 0001	\$295.00
Grand Total:			Number Of Checks: 23		\$35,026.21

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000863	11/17/2025	00015	OHIO EDISON	EFT for 0001-TRUST	\$8,236.17
000000864	11/17/2025	00166	ENBRIDGE GAS OHIO	EFT for 0001-TRUST	\$829.66
000000865	11/17/2025	00718	HUNTINGTON MASTERCARD	EFT for 0001-TRUST	\$5,041.72
Grand Total:			Number Of Checks: 3		\$14,107.55

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000816	11/17/2025	02361	THE SOURCE INDUSTRIES	ACH VENDOR PAY	\$32.40
000000817	11/17/2025	02362	EQUIFAX INFORMATION SERVICES	ACH VENDOR PAY	\$35.00
000000818	11/17/2025	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$1,629.13
000000819	11/17/2025	01975	STAPLES BUSINESS ADVANTAGE	ACH VENDOR PAY	\$425.33
000000820	11/17/2025	01496	BARTLETT, SUSAN	ACH VENDOR PAY	\$30.80
000000821	11/17/2025	00755	ENVIRONMENTAL DESIGN GROUP	ACH VENDOR PAY	\$15,102.96
000000822	11/17/2025	02145	J.A.N. SERVICE INDUSTRIES INC	ACH VENDOR PAY	\$3,352.00
000000823	11/17/2025	cintas corp #11	CINTAS CORPORATION NO 2	ACH VENDOR PAY	\$1,041.63
000000824	11/17/2025	00329	INDEPENDENCE OFFICE & BUSINESS S	ACH VENDOR PAY	\$676.08
000000825	11/17/2025	01144	TM & L ENTERPRISES LLC	ACH VENDOR PAY	\$1,452.65
000000826	11/17/2025	00962	PHOENIX SAFETY OUTFITTERS LLC	ACH VENDOR PAY	\$3,828.00
000000827	11/17/2025	01414	OHIO BILLING INC	ACH VENDOR PAY	\$2,730.00
000000828	11/17/2025	02861	SINOPOLI, VITO	ACH VENDOR PAY	\$61.68
000000829	11/17/2025	01863	MASTHEAD HOLDINGS LLC	ACH VENDOR PAY	\$96.10
000000830	11/17/2025	00307	MERRICK ENTERPRISES	ACH VENDOR PAY	\$844.28
000000831	11/17/2025	marlboro supply	MARLBORO SUPPLY	ACH VENDOR PAY	\$3,373.44
000000832	11/17/2025	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$8,649.77
Grand Total:			Number Of Checks: 17		\$43,361.25



ILENE SHAPIRO
COUNTY EXECUTIVE

November 3, 2025

Bath Township
DBA: Police Dept
3864 W Bath Rd.
Akron, OH 44333

Re: Tax year 2025 PILOT Distribution

Good Afternoon

Attached is the grant agreement between the *County of Summit* and *Bath Township* whereby the County will distribute to your community a proportionate share of the discretionary Payment in Lieu of Taxes (PILOT) funds for Tax Year 2025 that the County received from the federal government for lands acquired for the Cuyahoga Valley National Park. The County has distributed these funds since Tax Year 2008 to political subdivisions impacted by the federal government's acquisition of park lands.

Please execute the enclosed agreement between the County and Bath Township with a signature and return the original to my attention. I will then obtain the signature of the County Executive and the Law Director and forward back a fully executed agreement with the check for the amount stated in the agreement. Also attached is the 2025 National Park Pilot County Portion to Subdivisions Allocation Sheet. With the amount which will be received upon receipt of the attached grant agreement and the total for each political subdivision.

Please sign the attached grant agreement and return it via mail. My contact information is listed below. If you have any questions regarding the matter, please feel free to contact me.

Sincerely,

Michelle Edwards
Department of Finance and Budget
Ilene Shapiro, County Executive
175 South Main Street, 7th Floor
Akron, Ohio 44308
330-643-6415
medwards@summitoh.net



2025 NATIONAL PARK PILOT COUNTY PORTION TO SUBS
% OF POLITICAL SUBDIVISION AND % OF TOTAL PARK ACREAGE

POLITICAL SUBDIVISIONS	TOTAL ACREAGE	PARK ACREAGE	Column F	Column G	Column H	Column I	ALLOCATION
			Percentage of Political Subdivision	Percentage of Total Park Acreage	Weighted Factor	Percentage of Weighted Factor	
BATH TOWNSHIP	14,385.60	481.60	3.3478%	3.0289%	0.001	0.2452%	\$111.05
BOSTON TOWNSHIP	9,695.90	6,384.10	65.8433%	40.1518%	0.264	63.9298%	\$28,952.51
PENINSULA VILLAGE	2,826.10	1,523.30	53.9011%	9.5806%	0.052	12.4875%	\$5,655.34
BOSTON HEIGHTS VILLAGE	4,466.80	1,225.20	27.4290%	7.7057%	0.021	5.1110%	\$2,314.67
CUYAHOGA FALLS CITY	16,586.30	2,607.90	15.7232%	16.4020%	0.026	6.2363%	\$2,824.30
NORTHFIELD CENTER TOWNSHIP	3,422.20	177.70	5.1926%	1.1176%	0.001	0.1403%	\$63.54
RICHFIELD TOWNSHIP	10,429.10	1,478.10	14.1728%	9.2963%	0.013	3.1860%	\$1,442.88
SAGAMORE HILLS TOWNSHIP	7,177.00	2,022.00	28.1733%	12.7171%	0.036	8.6639%	\$3,923.71
TOTALS	68,989.00	15,899.90	100.0000%	100.0000%	0.414	100.000%	\$45,288.00

AMOUNT TO BE ALLOCATED \$ 45,288.00

Column F - Park acreage within political subdivision compared to political subdivision's total acreage.
 Column G - Park acreage within political subdivision compared to the total park acreage.
 Taxing districts are then combined for park acreage that is within the political subdivision
 Column H - Column F multiplied by Column G
 Column I - The each weighted factor is then compared to the weighted total for a weighted percentage.
 The weighted percentage of each political subdivision is used for allocating money.

AGREEMENT
between the
COUNTY OF SUMMIT, OHIO
and the
BATH TOWNSHIP, OHIO

THIS AGREEMENT is made as of the last date of signature below by and between the County of Summit, Ohio (the "COUNTY") and Bath Township, Ohio (the "GRANTEE").

Whereas, the federal government has created, established, and expanded the Cuyahoga Valley National Park ("CVNP") within Summit County, Ohio, and a portion of the CVNP lands are situated within Grantee's boundaries; and

Whereas, because the CVNP lands are owned by the federal government, ordinary real estate taxes for those lands are not paid or collected, and, instead, a Payment in Lieu of Taxes ("PILOT") is paid to the COUNTY for a period of time after the acquisition of each parcel of land by the federal government; and

Whereas, pursuant to Ohio law, the COUNTY has sole discretion on how to use and/or distribute the PILOT funds it receives; and

Whereas, the COUNTY has decided to distribute the PILOT funds for Tax Year 2025 to the communities where the CVNP lands are located, in the manner set forth on Exhibit A, attached hereto, which takes into account both the amount of CVNP lands within each community and the percentage of each community's lands that are CVNP land; and

Whereas, using the calculation set forth on Exhibit A, the COUNTY intends to distribute the sum of \$111.05 to GRANTEE.

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The COUNTY agrees to pay to the GRANTEE \$111.05 as its share of the PILOT funds collected by the County for Tax Year 2025. GRANTEE understands and agrees that said distribution is solely within the discretion of the County and that the method for distribution set forth on Exhibit A is also solely within County's discretion.

SECTION 2 USE OF GRANT FUNDS.

The GRANTEE shall deposit said funds into the operating account(s) of the GRANTEE and shall use the same for any governmental purpose for which GRANTEE may use funds as set forth in the Ohio Revised Code.

SECTION 3 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Agreement.

SECTION 4 PAYMENTS.

Upon execution of this Agreement by all Parties, the COUNTY will pay to the GRANTEE and amount not to exceed \$111.05.

SECTION 11 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement which shall be severable.

The parties hereunto have caused this AGREEMENT to be executed in triplicate on the day and year first above written.

**BATH TOWNSHIP, OHIO
"GRANTEE"**

By: _____
Its: _____
Date: _____

**COUNTY OF SUMMIT, OHIO
"COUNTY"**

By: Ilene Shapiro
Executive, County of Summit, Ohio
Date: _____

APPROVED AS TO FORM:

By: Brian K. Harnak
Director, Department of Law
Date: _____

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 17TH NOVEMBER, 2025 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN A REGULAR MEETING, COMMENCING AT 4:00 P.M. IN THE BATH TOWNSHIP MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption:

**RESOLUTION 2025-41
REQUEST FOR ADVANCE OF TAXES
ASSESSED AND COLLECTED FOR AND IN BEHALF
OF BATH TOWNSHIP FOR TAX YEAR 2025/COLLECTION YEAR 2026**

WHEREAS, pursuant to Ohio Revised Code §321.34 a request for an advance of taxes assessed and collected for and on behalf of Bath Township is in order for tax year 2025 payable in collection year 2026; and,

WHEREAS, the Township Fiscal Officer has notified the Board of Trustees that an annual resolution is required to be on file with the Summit County Fiscal Officer.

NOW THEREFORE BE IT RESOLVED, that the Bath Township Board of Trustees requests an advance of collection of taxes assessed and collected for and on behalf of the township, which shall be held and treated as an advance payment on collection of taxes due the township as provided by law.

FURTHER, that the Fiscal Officer be directed to request said taxes throughout the course of the year and to amend the 2026 Certificate of Estimated Resources and the Permanent Appropriations to reflect the new revenue and expenses when applicable.

_____ seconded the motion, discussion and Roll called:

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

Resolution

Laura Tuttle
Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

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

Date: November 17, 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 November 17, 2025.

Chief of Police Report
November 17, 2025

Recommendations:

Approve the change of status for Sue Bartlett, Administrative Assistant/Records Custodian, from full-time to part-time status as of January 1, 2026. The change in status, as outlined in the Bath Township Organizational and Personnel Policy, requires a one-year probationary period.

Approve the Police Agreement/MOU between the Bath Township Police Department and the Cleveland Clinic. This is our first MOU agreement with the Cleveland Clinic.

Cleveland Clinic - Law Department

This page needs to be retained with the Agreement at all times.

This page is for information purposes only and not part of the Agreement.

Please return a fully executed copy of the Agreement to CMSevents@ccf.org

COMPANY INFORMATION

BATH TOWNSHIP POLICE DEPARTMENT
3864 W BATH RD
AKRON, OHIO 44333

CONTRACT INFORMATION

Contract ID: 4323738
Master Agreement Number:
Dept Reference No.:
Contract Description: POLICE AGREEMENT / MOU BETWEEN BATH TOWNSHIP AND
CLEVELAND CLINIC
Institute: Other
Submitting Dept: PROTECTIVE SERVICES

Dept Contact: DANIEL DARKE

LEGAL TEAM INFORMATION

Attorney: LISA MARIE BARRETT

Paralegal:

Contract approved as to form for: 4323738
Attorney: BARRETT, LISA MARIE
By: Litchfield, Jo Ann
Date: 9/23/2025 4:04:43 PM

AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2025, by and between the Bath Township, a municipal corporation, with a mailing address of 3864 West Bath Rd., OH 44333, and the Cleveland Clinic Foundation, a corporation for non-profit, with a mailing address of 9500 Euclid Ave (Mail Code U12), Cleveland, OH 44195, ("CCF").

Recitals

- A. The CCF established the Cleveland Clinic Police Department ("CCPD") as its own proprietary police department. Members of the CCPD are appointed under Ohio Revised Code §4973.17(D).
- B. The Chief of Police of the Bath Township Police Department ("LPD") recognizes the authority of the CCPD and has granted approval for officers of CCPD to be vested, while directly in the discharge of their duties as Cleveland Clinic Police Officers, with the same powers and authority vested in a municipal police officer and exercise concurrent jurisdiction over those properties located in Bath Township owned and operated by CCF and/or one of its directly or indirectly controlled affiliates, including Bath Regional Hospital (CCF and such affiliates are collectively referred to herein as "CCHS").
- C. This authority, in no way usurps the authority vested in the LPD wherein that property is situated.
- D. The Township and CCF believe it is in their mutual interest to provide rest to concurrently, through their separate police departments, police services that will enhance the safety of CCHS' facilities, its patients, employees, and property.
- E. It is the desire of the parties to provide for mutual assistance by the interchange and use of their police department personnel and equipment in areas inside and adjacent to CCF and/or CCHS facilities in Bath to the benefit of both in improved safety and vitality in the Township.

In consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. Exercise of Police Powers

In accordance with the terms and limitations specified in this Agreement, police officers appointed by CCPD, under the authority of O.R.C. §4973.17, shall have full authority to exercise their police powers granted under O.R.C. §4973.17 in areas inside and adjacent to the CCHS facilities, within the Bath Township to the extent provided for and limited by Ohio

law, all Bath Township General Police Orders (GPOs), the Protocols between the Bath Township Police Department and Cleveland Clinic Police Department, attached hereto and incorporated herein by reference as Exhibit A, and the provisions of this Agreement.

a. **Limitations:** Limitations on the authority granted under the provisions of this Agreement include, but are not limited to, the following:

1. When CCPD Officers are within the property expressly owned, leased or otherwise held through contract by CCF and/or a member of CCHS, CCPD Officer authority granted under this Agreement is limited to CCHS Property which shall also include all streets and alleys that transverse the listed properties listed on Exhibit B, attached hereto and incorporated herein by reference (the "CCHS Property"), and all adjoining streets and areas of the property lines of the CCHS Property.

2. CCPD Officers may exercise their police powers outside the limited areas described in a. 1. of Section 1 when they are within the Village's jurisdiction and en route to or from the CCF and/or CCHS property, and when exigent circumstances exist, which may include any of the following:

i. CCPD Officers are in hot pursuit of a fleeing suspect under O.R.C. §2935.03;

ii. A police officer or member of the public is in imminent peril of bodily harm if action is not taken immediately;

iii. The escape of a known criminal or suspect has occurred and action must be taken immediately; or

iv. When a CCPD Officer witnesses the commission of a crime while such crime is in progress (this does not include misdemeanor drug activity or routine traffic matters).

3. CCPD Officers may exercise their police powers outside the limited areas described above a. 1. and 2. of Section 1 when they are participating in a cooperative enforcement effort that has been approved in advance by the Chief of Police for CCPD and the Chief of Police for CPD. Either party may appoint a designee as their representative for approval.

b. CCPD Officers, en route to and/or en route from CCF and/or CCHS property, and while within the jurisdiction of the Township, when acting under the terms of this Agreement, shall be acting within the scope of their employment for CCPD.

- c. CCPD Officers may operate emergency police vehicles on Bath Township streets while responding to an emergency call within the scope and terms of their employment and this Agreement.
- d. Any authority granted by this Agreement to CCPD Officers is limited to and shall only apply during periods when CCPD Officers are on duty. This Section is not intended to expand or alter the investigation, transportation, booking, reporting, or other responsibilities of CCPD Officers beyond those described in the Protocols attached as Exhibit A and in LPD GPOs regarding procedures governing the LPD and CCPD police departments.
- e. CCF agrees that for CCPD prisoners that need medical treatment or require hospitalization before booking or while confined by CCPD at jail or holding areas, CCPD Officers shall arrange for the prisoners' medical care or hospitalization and CCPD shall be responsible for transporting its prisoners and guarding its prisoners while medical care is given and during the hospitalization and for the cost of, if any, the medical care or hospitalization. CCPD prisoners confined at Medina County jail after booking that need outside medical care or hospitalization shall be transported by CCPD. The responsibility for guarding such prisoners shall lie with the CCPD and remain with CCPD until the prisoners is returned to the Summit County Jail. CCF agrees to be responsible for the cost, if any, of any medical care or hospitalization of CCPD prisoners during confinement at the Medina County Jail.
- f. Concurrent with signing this Agreement, CCPD shall provide to the LPD and to the Bath Township Prosecutor, a list of the names and badge numbers of all CCPD Officers covered under this Agreement. This list shall be updated in writing as needed and copies of the update list shall be promptly delivered to the CPD and the Bath Township Prosecutor.

Section 2. Police Powers to be exercised in Accordance with Written Protocols.

The operational procedures governing the exercise of authority by CCPD Officers under this Agreement and governing the exercise of the Township's authority within the jurisdiction of Bath Township shall be set forth in Protocols agreed to, in writing, between CCF and Bath Township and set forth in Exhibit A. Protocols may be amended from time to time in writing by the Chief of CCPD and the Chief of LPD, as the parties deem necessary.

Section 3. Expenses

No charges shall be made by either CCF or Bath Township for services rendered by one to the other under the provisions of this Agreement. Each Party shall assume the expense of loss or damage to its own equipment that may occur while in the other Party's territorial limits or while rendering assistance to the other Party.

Section 4. Indemnification and Hold Harmless

CCF agrees to indemnify, defend and save harmless Bath Township and its officials, officers, agents, and employees from and against all suits, claims, loss, cost, damage, expense, or liability brought by third parties based upon any alleged or actual injury or damage to person or property that arises out of any acts, errors, or omissions, including negligence, of CCF or any CCPD officer. To the extent required by law, Bath Township agrees to assume the risks and responsibility for the acts or omissions of its own officers, employees or agents acting within the scope of their employment with the LPD.

Section 5. Insurance

- a. To the extent permitted by law, personnel to which this Agreement applies, and while acting under this Agreement, may participate in any pension or indemnity fund established by their employer to the same extent as while acting within their employing entity. Those personnel members shall be entitled to all the rights and benefits of Section 9.86, 2744.02, 2950.12 and Chapter 4123 of the Ohio Revised Code, and to all rights and benefits of their employer's applicable insurance policies, to the same extent as while performing services outside the Agreement within the entity they are employed by. To the extent applicable, Section 9.86 and Chapter 2744 of the Ohio Revised Code, as well as the terms and condition of each party's applicable insurance policies, insofar as it applies to the operation of police departments, shall apply to the parties to this Agreement.
- b. CCPD confirms that it has insurance coverage for all CCPD personnel covered under this Agreement and that such insurance applies while CCPD personnel are acting under this Agreement.
- c. Bath Township acknowledges that it has insurance coverage for its officers, subject to a self-insured retention.

Section 6. Term and Termination

This Agreement shall be in effect after its execution under the laws of the State of Ohio and shall renewal annually. Either Party may terminate from this Agreement upon giving the other Party at least thirty (30) days prior written notice of intent to withdraw.

Section 7. Meetings

During the Term of this Agreement, either Party may notify the other Party of its desire to meet, at a mutually convenient time and place, to discuss any dispute, problem, or proposed termination.

Section 8. No Assignments

Bath Township and CCF each binds itself and its successors, executors, administrators, and assigns to the other party to this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement. Neither the Township nor CCF shall assign, sublet, or transfer its interest to this Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 9. Amendments

This Agreement may be amended from time to time by mutual agreement of the Parties in writing. Any such amendment shall be signed by the Parties and attached to the Agreement as addenda.

Section 10. Notices

All notices that may be proper or necessary shall be sent by regular U.S. Mail, postage pre-paid, to the following addresses or to such other address as either Party may designate for such purpose:

Bath Township

Chief Vito Sinopoli
Police Department
3864 West Bath Rd
Akron, OH 44333

The Cleveland Clinic Foundation

The Cleveland Clinic Police Department
9500 Euclid Avenue (Mail Code U12)
Cleveland, Ohio 44195

with a Copy to:

Cleveland Clinic Law Department
3050 Science Park Drive – AC321
Beachwood, Ohio 44122

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

BATH TOWNSHIP, OHIO

By _____
Robert G. Konstand
Legal Counsel for Bath Township

By _____
Vito Sinopoli
Chief of Police

By _____
City of Akron Prosecutor's Office

CLEVELAND CLINIC FOUNDATION

By _____
Print Name Deon McCaulley
Its Chief of Police

Copy to:

Bath Township
Law Department
3864 West Bath Rd.
Akron, OH 44333

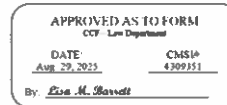


EXHIBIT "A"

**PROTOCOLS BETWEEN
CLEVELAND CLINIC POLICE DEPARTMENT
AND
BATH TOWNSHIP POLICE DEPARTMENT**

The Bath Township Police Department (hereafter "BPD") is the law enforcement and investigative branch for the Bath Township. The Cleveland Clinic Police Department ("CCPD") is the proprietary police department of The Cleveland Clinic Foundation (hereafter "CCF") and The Cleveland Clinic Health System, which includes CCF and its directly and indirectly controlled affiliates (collectively "CCHS").

The land comprising the property of CCHS facilities located in the Bath Township and consisting of the buildings, grounds, and lots that comprise the properties listed in Exhibit B ("CCHS Property"). CCHS Property shall also include all streets and alleys that transverse the listed properties in Exhibit B and all adjoining streets and areas of the CCHS Property.

CCHS Property shall include all other property that may be acquired by CCF and/or CCHS at a future date that is located within the boundaries of the Bath Township. CCPD shall promptly notify, in writing, both the BPD and Bath Township Prosecutor's Office of any changes to CCHS Property described in Exhibit B.

A mutual concern of the CCPD and BPD is the preservation of peace, protection of persons and property, and the enforcement of state laws, Summit County Ordinances, Township Resolutions, and facility regulations on and around CCHS Property. To provide an open line of communication and cooperation with one another, and to assure the effective accomplishments of mutual responsibilities, the following operational Protocols shall be adopted. These protocols are not intended to, and are neither to be construed to, limit the lawful police power of the BPD nor to confer any additional police powers on CCPD not already held by CCPD Officer's except to permit CCPD Officers to enforce the laws inside and outside the CCHS Property within the parameters set forth in CCF's Agreement with the Bath Township and these protocols attached to and incorporated into the Agreement. CCPD Officers will act only within and to the extent permitted by law and CCPD is solely responsible for insuring compliance by its Police Officers with this requirement. CCPD Officers will fully cooperate with BPD.

- 1) BPD and CCPD Department will:
 - a) BPD and CCPD will have shared investigative responsibility for the following incidents that occur on CCHS Property:
 - i) Incidents involving Aggravated Murder, Murder, Attempted Murder and any Felony of the First Degree;

- ii) Incidents involving explosive or incendiary devices;
 - iii) Hostage situations;
 - iv) Deaths other than "Probably Natural";
 - v) Use of deadly force, including uses of force involving weapons or serious injuries; Primary responsibility for investigation will fall under the jurisdiction of the Ohio Bureau of Criminal Investigation (BCI).
 - vi) Incidents of Ethnic Intimidation and/or Hate Crimes;
 - vii) Felony Sexual Assaults – CCPD will provide a monthly status report on all felony and misdemeanor sexual assault investigations conducted by CCPD at 4125 Medina Rd. to the BPD Chief of Police or his/her designee.
 - viii) Any incident that CCPD desires to preempt the investigative function; Nothing in these Protocols shall prohibit the BPD from investigation other felony or misdemeanor complaints occurring on CCHS Property deemed to be of investigative interest to BPD.
- b) In the discretion of the BPD, receive and serve all warrants that have been generated, as a result of CCPD Officers' enforcement efforts that are delivered to the BPD, via the Bath Township Prosecutor's Office.
 - c) Provide all crime statistics necessary for the CCPD to prepare the federally mandated annual report on campus crime statistics and security;
 - d) In the sole discretion of the BPD, assist the CCPD with investigations or other matters of mutual concern when called on by CCPD to do so.
- 2) Cleveland Clinic Police Department will:
- a) Use its best efforts, consistent with the availability of personnel and other resources, to respond to any criminal complaint reported as occurring on CCHS Property, whether a misdemeanor or felony, unless notified by BPD, or otherwise aware, that a CCPD response has been preempted by BPD.
 - b) Investigate all felonies and misdemeanors that occur on CCHS Property unless not available or preempted by an investigation in process by BPD. In the case of incidents of domestic violence, the CCPD shall comply with BPD policies and procedures under applicable BPD General Police orders ("G.O.s")
 - c) Provide the BPD with copies of all felony crime reports, misdemeanor crime reports in which suspects have been arrested, other crime reports and filed reports, including in those that have been investigated by the CCPD under these Protocols, by fax 330-665-1225 within 24 hours of their completion.

- d) CCPD shall be responsible for consulting with the Bath Township Prosecutor's Office whenever necessary for the issuance of charges concerning any arrest under these Protocols.
- e) When called upon, assist the BPD with investigations, or other matters of mutual concern, for which shared investigative responsibility exists.
- f) Establish a relationship with the Clerk of the Bath Township Prosecutors Office to acquire, process, and return misdemeanor citations.
- g) CCPD supervisors shall be responsible for monitoring the activity of CCPD Officers. The CCPD shall be responsible for ensuring that all CCPD Officers are trained in arrest procedures, the proper exercise of arrest powers, and other applicable training. BPD is not responsible for the supervision, training, or actions or failure to act, of any CCPD Officer.
- h) Handle and process juvenile arrests under these Protocols, using Summit County's holding facility until disposition to the Summit County Juvenile detention facility or released to a parent or guardian.
- i) Handle the towing of vehicles connected to an arrest under these Protocols using its own contract towing agencies, unless directed otherwise by the on-scene BPD sector supervisor.
- j) Promptly notify the Communications Division of the Bath Police Department via radio or a phone call of all tows that occur on CCF Property.
- k) Promptly inform the Bath Township Police Department Chief of Police or his/her designee of all felony arrests and all instances of serious physical injury to any person involved, including CCPD Officers under these Protocols.
- l) CCPD agrees to adopt the BPD "hot pursuit" policy or a hot pursuit policy that is more restrictive than that policy.
- m) CCPD agrees to transport its own prisoners.
- n) CCPD agrees that for CCPD prisoners that need medical treatment or require hospitalization before booking, CCPD Officers shall arrange for the prisoners' medical care or hospitalization and CCPD shall be responsibility for transporting its prisoners and guarding its prisoners while medical care is given and during the hospitalization and for the cost of, if any, the medical care of hospitalization.
- o) CCPD prisoners confined at Summit County Jail after booking that need outside medical care or hospitalizations shall be transported by CCPD. The responsibility for guarding such prisoners shall lie with the CCPD and remain with the Department until the prisoners are returned to the Summit County jail. CCF agrees to be responsible for the cost, if any, of any medical care or hospitalization of CCPD prisoners during confinement at Summit County Jail.

- p) CCPD is responsible for testing and storage of any evidence material and its custody for presentation at trial.
- 3) Amendment of Protocols: changes to these protocols shall be in writing and approved by signatures of the BPD Chief of Police and the CCPD Chief of Police or their designated representatives.
- 4) CCPD and BPD will provide access to their respective police communications channels to ensure continuity in communications and services as described in this agreement.

APPROVED AS TO FORM	
CCF - Law Department	
DATE:	CMSID#
July 23, 2025	4323738
By: <u>Eva M. Bassett</u>	

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

November 17, 2025

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

Fire Department

Rob Campbell, Fire Chief
John Rodriguez, Assistant Fire Chief

Report:

Toys for Tots / Pick up December 1, 2025

Recommendations:

1. Recommendation to approve the hire of Part Time Firefighter/Paramedic Daniel Biltz.
2. Recommendation to approve the price increase for the Med Unit in the amount of \$7,505.33.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 11.17.2025 TRUSTEE MEETING

Buildings and Grounds:

No new business to report.

Roads:

No new business to report.

Cemeteries:

No new business to report.

Recommendations by the Service Director:

1. Recommendation to hire Davis Pickett for the position of Part-time Service Personnel, effective November 18, 2025, at the hourly rate of \$20.00, in accordance with all the rules and regulations of Bath Township and a one-year probationary period.
2. Recommendation to enter into a 3-year maintenance agreement with Generator Systems for the Service Building Generator.
3. Recommendation to enter into a one-year agreement with Aqua Doc for the 2026 Pond Management Program.
4. Recommendation to enter into a one-year agreement with Janco Service Industries for cleaning services for Bath Township facilities.
5. Recommendation to enter into a one-year agreement with Davis Water Treatment for the service, maintenance, and testing of the Bath Township facilities water system.

BATH PARKS DIRECTOR Jeff France

AGENDA FOR THE TRUSTEE MEETING 11.17.2025

General Park Information:

No new business to report.

Bath Baseball Park:

No new business to report.

Bath Community Park:

No new business to report.

Bath Hill Park:

No new business to report.

Bath Nature Preserve:

No new business to report.

North Fork Preserve of Bath:

No new business to report.

Recommendations:

Recommendation to enter a contract with ICR Electric, Inc. to install a new electrical panel at Bath Community Park. The total project cost will not exceed \$14k.



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: November 17, 2025
Re: Administrator's Report – 11/17/25

REPORT:

RECOMMENDATIONS:

1. Recommendation to renew the Township Administrator employment agreement for Vito Sinopoli through December 31, 2028.

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into as of this 17th day of November, 2025, by and between BATH TOWNSHIP, Summit County, Ohio (hereinafter referred to as "Bath"), by and through its Board of Trustees, and VITO F. SINOPOLI (hereinafter referred to as "Sinopoli").

WHEREAS, Bath desires to provide Sinopoli with a written employment agreement in order to ensure continuity of Sinopoli's Administrator's role in Bath and the quality of its overall services; and

WHEREAS, Bath has previously authorized the appointment of Sinopoli as Administrator for the township, subject to reaching a mutually satisfactory agreement Sinopoli has satisfactorily performed in his capacity as Administrator and Bath desires to continue the employment relationship;

NOW THEREFORE, in consideration of the following mutual promises and obligations of the parties, and the rendering of services by Sinopoli as stated herein, the parties agree as follows:

ARTICLE I **EMPLOYMENT AND TERM**

Bath hereby agrees to employ and Sinopoli hereby accepts employment as Township Administrator for the period commencing January 1, 2026 and ending as of December 31, 2028. At or before the conclusion of this term, Sinopoli will have the right to negotiate terms of employment for an additional 3- year period of employment, under mutually agreed terms and conditions

ARTICLE II **DUTIES AND HOURS OF WORK**

A. DUTIES

Bath agrees to employ Sinopoli to perform the functions and duties specified in the Township Resolutions and policies, the Bath Township Personnel Policy and Procedures Manual, and under State statute, and to perform other legally permissible

duties as Bath shall from time-to-time assign to Sinopoli.

In consideration of the employment, salary and fringe benefits established herein, Sinopoli hereby agrees to the following:

1. To serve as the Administrator of the Township of Bath. Under the supervision, instruction, and directives of the Board of Trustees, and he shall be responsible for the general management of the business of the Township.
2. To faithfully perform the duties of Administrator for the Township of Bath.
3. To devote his full-time skills, labor and attention to his duties as Administrator during the term of this Agreement. Sinopoli may serve as the Chief of Police of Bath and participate in speaking engagements as approved by the Trustees which are of a short-term duration and which do not interfere with his full-time responsibilities as Administrator, notwithstanding the provisions of Article IV, Section A. 1. of this agreement.
4. To assume the responsibilities, in accordance with the Bath Township Personnel Policy and Procedures Manual and applicable Township Resolutions, for overseeing personnel and conferring on matters of selection, renewal, placement, and transfer of personnel as instructed by the Board of Trustees.
5. To study and make recommendations with respect to all suggestions and concerns which are brought to him and that the Board of Trustees may refer to him, and to consult with legal counsel and certified public accountant services for the Township of Bath as necessary.
6. To assist in the administration of the affairs of the Township of Bath, including but not limited to representation of Bath at all levels, budget preparation, wage negotiations, financial oversight, supervision of programs and services, personnel and business management, and all other relevant duties and responsibilities.
7. To suggest, from time to time, resolutions, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the Township of Bath including its employees.
8. To perform all duties incident to the position of Administrator and such other duties as may be prescribed by the Board of Trustees from time to time.

B. HOURS OF WORK

Generally, Sinopoli shall maintain office hours from 8:00 a.m. to 4:00 p.m. five days per week, except as Sinopoli reasonably deems necessary and shall work such other hours as

are necessary, outside the normal office hours, to accomplish his responsibilities. Such other hours may include, but not be limited to, Trustees' meetings, meetings with Township organizations, and similar meetings that are necessary.

ARTICLE III
SALARY

B. SALARY INCREASES - Commencing January 1, 2026, through December 31, 2028, Bath shall increase Sinopoli's base salary in percentage increments identical to all other non-bargaining employees of Bath, or such other percentage increase as the Board of Trustees shall deem appropriate through the duration of the agreement. Longevity and education incentives will continue from year to year. Sinopoli acknowledges that his position is exempt from overtime.

ARTICLE IV
BENEFITS IN ADDITION TO SALARY

A. PROFESSIONAL GROWTH

1. Sinopoli is encouraged to become a member of professional organizations and to attend professional meetings at the local, county and state levels which in his good faith judgment would benefit the Township of Bath. Sinopoli may hold additional memberships in other organizations as budgeted and approved by the Trustees. Finally, Sinopoli will be permitted to attend required continuing legal education programs (24 hours biennially) to maintain his licensure as an attorney in the State of Ohio, and the same shall be treated as paid work days.

2. Attendance and expenses incurred for Township-related meetings, workshops, conferences, memberships (Leadership Akron Alumni Association, Akron Bar Association) and conventions, approved by the Trustees shall also be reimbursed in accordance with the provisions of this section.

B. MEDICAL/DENTAL BENEFITS

1. Bath shall provide and pay the normal Employer's portion of the premium for a health care insurance plan for Sinopoli and his spouse that is identical to the

coverage provided to all other Bath Township employees, with the requisite deduction taken from Sinopoli's pay representing his portion of the premium.

2. Bath shall provide and pay the normal Employer's portion of the premium for a prescription drug program for Sinopoli and his spouse that is identical to the plan provided to all other Bath Township employees, with the requisite deduction taken from Sinopoli's pay representing his portion of the premium.

3. Bath shall provide and pay the normal Employer's portion of the premium for a dental and life insurance plan for Sinopoli and his spouse that is identical to the plan provided to all other Bath Township employees, with the requisite deduction taken from Sinopoli's pay representing his portion of the premium.

C. DEFERRED COMPENSATION - Sinopoli shall, at his option, have the opportunity to participate in Bath's deferred compensation plan through the Public Employees Retirement System. Bath shall execute all necessary documents for Sinopoli's participation in such plan should he elect to participate and if he is permitted by law to do so.

D. TRANSPORTATION EXPENSES - Sinopoli shall be permitted to utilize a township vehicle assigned when performing duties on behalf of the township. Otherwise, Bath shall pay or reimburse Sinopoli at the prevailing I.R.S. rate for all travel which requires Sinopoli to use his personal automobile in the performance of his duties under this agreement, exclusive of commuting costs.

E. VACATION TIME - Under this agreement, Sinopoli shall be entitled to six (6) weeks of vacation with pay annually, except as increased in the Township Organizational Resolution.

F. HOLIDAYS - Sinopoli shall be entitled to paid holidays each year for such days when they may fall on a normal business day, in accordance with the manner of compensation for other Bath administrative employees.

G. SICK DAYS - Sinopoli shall retain the sick days he has accumulated through his previous employment with Bath. In addition, Sinopoli shall receive additional sick days each calendar year in accordance with Bath policy. Upon separation from Bath, Sinopoli shall be paid at the per diem rate for unused sick days as is applicable for other employees of the Township at the time of separation of Sinopoli's employment with Bath.

H. PERSONAL EMERGENCY DAYS - Sinopoli shall be entitled to two (2) paid personal emergency days per year to attend to urgent personal business during the work day. Personal days shall be deducted from existing sick days.

I. OTHER LEAVES - Sinopoli shall be entitled to additional leave time for bereavement and family illness in accordance with those benefits provided by law and in the Bath Township Personnel Policy and Procedures Manual.

J. MISCELLANEOUS EXPENSES

1. Bath shall replace a laptop computer, when necessary, for Sinopoli's use that shall remain the property of Bath upon the expiration of this contract of employment. Upon the termination of employment of Sinopoli, he shall return the laptop to Bath.

2. Bath shall reimburse Sinopoli for normal and reasonable business expenses incurred by him in the course of his employment, including the reasonable costs of meals and lodging when Sinopoli is required by Bath to travel overnight. Sinopoli shall present to Bath an itemized accounting for such expenses.

ARTICLE V
TERMINATION

A. TERMINATION

1. Bath may terminate this agreement only upon the commission by Sinopoli of one or more of the following: (1) conviction of any felony or any crime involving moral turpitude or dishonesty; (2) participation in a fraud or act of dishonesty against Bath; (3) conduct that, based upon a good faith and reasonable factual investigation and determination by the Board of Trustees, demonstrates gross unfitness to serve; (4) intentional, material violation of any contract between Bath and Sinopoli or any statutory duty of Sinopoli to Bath that is not corrected within seven (7) days after written notice thereof, or (5) Sinopoli does not or is unable to perform his duties pursuant to this agreement for a period of 84 consecutive days.

2. This agreement may also be terminated by mutual agreement of the parties.

3. In the event of mutual termination of this agreement, Sinopoli shall receive payment for all salary and unused vacation and sick time accrued as of the date of his

conclusion of employment. Sinopoli's medical and dental benefits will be continued under Bath's then-existing benefit plans and policies in accordance with such plans and policies in effect on the date of termination and in accordance with applicable law.

ARTICLE VI
CONFIDENTIALITY AND SECURITY

Sinopoli shall not disclose to any third party or use in any way other than in the performance of his official duties while employed by Bath any information lawfully treated as confidential by Bath. Immediately upon separation from Bath, Sinopoli will return to Bath all documents and records compiled by him or made available to him during his employment with Bath, as well as township property provided for his use during his term of employment, including, but not limited to, a laptop computer, keys and any credit cards.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

Bath shall also defend, save harmless and indemnify Sinopoli against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the good faith performance of Sinopoli's official duties as Township Administrator pursuant to this agreement.

ARTICLE VIII
GOVERNING LAW AND CONSENT TO PERSONAL JURISDICTION

This agreement will be governed by the laws of the State of Ohio. The parties hereby expressly consent to the personal jurisdiction of the state courts located in Ohio for any lawsuit arising from or relating to this agreement.

ARTICLE IX
ENTIRE AGREEMENT

This agreement sets forth the entire agreement and understanding between Bath and Sinopoli relating to the subject matter herein. No modification of or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged.

ARTICLE X
SEVERABILITY

If one or more of the provisions in this agreement are deemed void by law, the remaining provisions will continue in full force and effect.

IN WITNESS WHEREOF, the parties, having been duly authorized, execute this Agreement at the Township of Bath, Ohio, on the year and date first above written.

1.
Township of Bath
By Elaina E. Goodrich
Member, Board of Trustees
Duly Authorized

Township of Bath
By Sharon A. Troike
Member, Board of Trustees
Duly Authorized

Township of Bath
By, Sean F. Gaffney
Member, Board of Trustees
Duly Authorized

Approved:
Robert Konstand
Legal Counsel

Vito F. Sinopoli
Administrator/Chief of Police
Bath Township