



Board of Trustees Meeting

Monday May 19th, 2025, at 10:20 a.m.

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 2025-00708 through 2025-00732 and payments in the amount of \$101,210.74.

Included in the payments are the following:

- \$20,728.79 to NMJ Technology LLC for Server Upgrades (IT)
- \$14,179.99 to Axon Enterprise Inc for annual TASER contract fee (Police)

Roll Call

2. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Recommendation to approve the OPOTA tuition reimbursement agreement with Emily Mullenix, part-time Communication Specialist, pending her successful completion of police academy training and passing her OPOTA certification testing.
2. Recommendation to accept the resignation of Lane Watson, full-time police officer, effective May 16, 2025. Officer Watson had been with the Bath Police Department since 2014. We wish him well.
3. Recommendation to enter into an Intergovernmental Agreement between Summit County and Bath Township to participate in the County's Master Service Agreement with Needl Inc. (dba Aurelian, Inc.). Aurelian will process non-emergent calls using an automated voice assistant (AI). This agreement remains in effect from May 1, 2025, until December 31, 2030.

4. Recommendation to remove Sgt. Bill Alexander from probationary status effective April 29, 2025.

Assistant Fire Chief John Rodriguez

Report / Recommendations

1. Recommendation to approve the annual contract renewal to Aladtec, Inc. for scheduling software not to exceed \$5,500.

Service Director Caine Collins

Report / Recommendations

1. Recommendation to enter into an agreement with Terminix for the 2025 Pest Control Services for Bath Township facilities in the amount of \$7,337.16.
2. Recommendation to hire three seasonal employees pending compliance with all the rules and regulations of Bath Township. The applicants reviewed and selected are Alex Petersen, Katherine Wilson, and Connor Roose for year one at \$15.00 per hour.

Parks Director Jeff France

Report / Recommendations

1. Recommendation to enter into an agreement with Myers Design in the amount of \$12,155 for the relocation and rehab of the playground equipment at the Bath Community Park. The township would like to thank the Bath Park Board for their generous donation that made this possible.
2. Recommendation to enter into an agreement with C.A.R.E Construction in the amount of \$5,900 for installation of the new scoreboard at the Bath Community Park.

Planning Director / Zoning Inspector William Funk

Report / Recommendations

Administrator Vito F. Sinopoli

Report / Recommendations

1. Recommendation to approve the first amendment to the lease agreement with Spectrum Mid-America, LLC for the property located at 3840 Bath Road.
2. Recommendation to approve the agreements with the Teamsters Parks and Road units.
3. Recommendation to accept the donations received in memory of George Goodrich to be used for the Bath Community Park from Betty Sweeney in the amount of \$100.
4. Resolution 2025-24 Organizational Amendment 08 - Department Head Vacation Accrual Roll Call

TRUSTEES: Elaina Goodrich, Sharon Troike, and Sean Gaffney

FUTURE TRUSTEE MEETINGS AND EVENTS

Water and Sewer District Board	May 19, 2025, 6pm	Trustee Conference Room
Board of Zoning Appeals	May 20, 2025, 7pm	Trustee Meeting Room
Board of Trustees Special Meeting (bill pay)	June 2, 2025, 9:30am	Trustee Meeting Room

Appearance Review Commission	June 2, 2025, 5pm	Trustee Meeting Room
Zoning Commission	June 2, 2025, 7pm	Trustee Meeting Room
Spring into Nature	June 8, 2025, 1-4pm	U of A Field Station at Bath Nature Preserve
Discover Bath Barns	June 10, 2025, 5pm	Trustee Meeting Room
Water and Sewer District Board	June 16, 2025, 6pm	Trustee Conference Room
Board of Trustees Meeting	June 16, 2025, 6:30pm	Trustee Meeting Room
Board of Zoning Appeals	June 17, 2025, 7pm	Trustee Meeting Room
Sun's Out, Fun's Out Community Celebration	June 20, 2025, 5-10pm	Bath Community Park
Run to the Sun 5k (runsignup.com)	June 20, 2025, 7pm	Bath Community Park

*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
000000481	05/19/2025	01496	BARTLETT, SUSAN	ACH VENDOR PAY	\$35.00
000000482	05/19/2025	02362	EQUIFAX INFORMATION SERVICES	ACH VENDOR PAY	\$49.64
000000483	05/19/2025	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$1,234.57
000000484	05/19/2025	00019	BARBERTON LAUNDRY AND CLEANING	ACH VENDOR PAY	\$350.61
000000485	05/19/2025	00709	ALCO-CHEM INC	ACH VENDOR PAY	\$289.32
000000486	05/19/2025	00963	MEDICAL PRIORITY CONSULTANTS INC	ACH VENDOR PAY	\$2,800.00
000000487	05/19/2025	02532	FIRE FORCE INC	ACH VENDOR PAY	\$1,505.00
000000488	05/19/2025	people check	PEOPLE CHECK LLC	ACH VENDOR PAY	\$62.00
000000489	05/19/2025	00755	ENVIRONMENTAL DESIGN GROUP	ACH VENDOR PAY	\$3,280.86
000000490	05/19/2025	01404	NMJ TECHNOLOGY LLC	ACH VENDOR PAY	\$20,728.79
000000491	05/19/2025	02376	I2C TECHNOLOGIES	ACH VENDOR PAY	\$631.10
000000492	05/19/2025	charter communicati	CHARTER COMMUNICATION - INTERNE	ACH VENDOR PAY	\$1,157.97
000000493	05/19/2025	comdoc inc	COMDOC INC	ACH VENDOR PAY	\$839.53
000000494	05/19/2025	00623	CLEMANS, NELSON & ASSOC INC	ACH VENDOR PAY	\$300.00
000000495	05/19/2025	00057	COMPRODUCTS INC	ACH VENDOR PAY	\$524.82
000000496	05/19/2025	00312	EXIT 11 TRUCK TIRE SERVICE	ACH VENDOR PAY	\$2,607.00
000000497	05/19/2025	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$3,861.43
000000498	05/19/2025	00871	COLLINS, CAINE	ACH VENDOR PAY	\$31.52
000000499	05/19/2025	01144	TM & L ENTERPRISES LLC	ACH VENDOR PAY	\$1,297.40
000000500	05/19/2025	01863	MASTHEAD HOLDINGS LLC	ACH VENDOR PAY	\$880.85
000000501	05/19/2025	02145	J.A.N. SERVICE INDUSTRIES INC	ACH VENDOR PAY	\$3,109.00
000000502	05/19/2025	four points	FOUR POINTS ARCHITECTURAL SERVI	ACH VENDOR PAY	\$4,410.60
000000503	05/19/2025	marlboro supply	MARLBORO SUPPLY	ACH VENDOR PAY	\$2,120.00
000000504	05/19/2025	pasterchek, owen	PASTERCHEK, OWEN	ACH VENDOR PAY	\$160.25
Grand Total:			Number Of Checks: 24		\$52,267.26

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065338	05/19/2025	01142	3R SALES & SERVICE	Checks for 0001	\$372.00
0000065339	05/19/2025	01551	AKRON UNIFORMS	Checks for 0001	\$1,210.98
0000065340	05/19/2025	02562	ALLIED CORP INC	Checks for 0001	\$300.78
0000065341	05/19/2025	00490	ASAP DOOR COMPANY	Checks for 0001	\$302.00
0000065342	05/19/2025	911 Lease	AT&T	Checks for 0001	\$2,000.00
0000065343	05/19/2025	01344	AXON ENTERPRISE INC	Checks for 0001	\$14,179.99
0000065344	05/19/2025	beck, melissa	BECK , MELISSA	Checks for 0001	\$250.00
0000065345	05/19/2025	genuine parts compa	GENUINE PARTS COMPANY INC	Checks for 0001	\$13.03
0000065346	05/19/2025	00159	GRAINGER INC	Checks for 0001	\$993.64
0000065347	05/19/2025	00932	KOORSEN FIRE & SECURITY INC	Checks for 0001	\$2,225.00
0000065348	05/19/2025	00151	LEADER PUBLICATIONS	Checks for 0001	\$61.25
0000065349	05/19/2025	00101	LEVINSONS UNIFORMS	Checks for 0001	\$319.00
0000065350	05/19/2025	01806	LOWES COMPANIES	Checks for 0001	\$1,324.47
0000065351	05/19/2025	00111	MONTROSE FORD	Checks for 0001	\$1,122.19
0000065352	05/19/2025	00812	PARKER TRUCK & TRAILER	Checks for 0001	\$1,808.73
0000065353	05/19/2025	00631	QUADIENT FINANCE USA INC	Checks for 0001	\$200.00
0000065354	05/19/2025	00258	SITEONE LANDSCAPE SUPPLY	Checks for 0001	\$386.51
0000065355	05/19/2025	PROFORMA	PROFORMA SOLUTION VENTURES	Checks for 0001	\$391.49
0000065356	05/19/2025	d.o.s.s.s.	SUMMIT COUNTY D.O.S.S.S.	Checks for 0001	\$197.84
0000065357	05/19/2025	01361	TERMINIX INTL	Checks for 0001	\$6,972.36
0000065358	05/19/2025	01974	TERRY LUMBER	Checks for 0001	\$1,800.00
0000065359	05/19/2025	transunion	TRANSUNION RISK & ALTERNATIVE DA	Checks for 0001	\$100.00
0000065360	05/19/2025	treasurer state of ohi	TREASURER STATE OF OHIO	Checks for 0001	\$138.00
0000065361	05/19/2025	01188	UNITED STATES POSTAL SERVICE	Checks for 0001	\$418.00
0000065362	05/19/2025	western surety comp	WESTERN SURETY COMPANY	Checks for 0001	\$100.00
Grand Total:			Number Of Checks: 25		\$37,187.26

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000691	05/19/2025	00015	OHIO EDISON	EFT for 0001-TRUST	\$779.57
000000692	05/19/2025	00166	ENBRIDGE GAS OHIO	EFT for 0001-TRUST	\$1,186.62
000000693	05/19/2025	00718	HUNTINGTON MASTERCARD	EFT for 0001-TRUST	\$9,756.81
000000694	05/19/2025	00718	HUNTINGTON MASTERCARD	EFT for 0001-TRUST	\$33.22
Grand Total:			Number Of Checks: 4		\$11,756.22

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
5.5.25	Deborah Owens	Parking lot and Trail Head Proposed for Farmstead and Everett Road	Township Trustees
5.5.25	Lesya Kulick	Everett and Farmstead	Township Trustees
5.5.25	Deborah Owens	Parking lot and Trail Head Proposed for Farmstead and Everett Road	Township Trustees
5.5.25	Amie Scarpitti	Proposed parking lot Everett _ Farmstead	Township Trustees
5.5.25	Robert and Deborah Kmet	Parking Lot and Trailhead	Township Trustees
5.4.25	Rachel Byerle and Jon Case and their children	Farmstead _ Everett Rd Parking Lot	Township Trustees
5.6.25	Lisa King	Everett Farmstead Rd Proposed Parking Lot	Trustee Goodrich
5.6.25	Mark Szeremet	Farmstead/Everett Road Trailhead	Trustee Goodrich
5.7.25	Deb Owens	Summit Metro Parks Grant for Engineering Study for West Connection Trail and Parking Lot at Farmstead and Everett Road	Trustee Troike
5.13.25	Debroah Owens	Proposed Park parking lot on Everett	Township Trustees

BATH TOWNSHIP BOARD AND COMMITTEE LOGS

Chief of Police Report
May 19, 2025

Recommendation:

Recommendation to approve the OPOTA tuition reimbursement agreement with Emily Mullenix, part-time Communication Specialist, pending her successful completion of police academy training and passing her OPOTA certification testing.

Recommendation to accept the resignation of Lane Watson, full-time police officer, effective May 16, 2025.

Officer Watson had been with the Bath Police Department since 2014. We wish him well.

Recommendation to enter into an Intergovernmental Agreement between Summit County and Bath Township to participate in the County's Master Service Agreement with Needl. Inc. (dba Aurelian, Inc.). Aurelian will process non-emergent calls using an automated voice assistant (AI). This agreement remains in effect from May 1, 2025, until December 31, 2030.

Recommendation to remove Sgt. Bill Alexander from probationary status effective April 29, 2025.

Ohio Peace Officer Training Academy (OPOTA) Reimbursement Agreement

Be it known that this agreement is made and entered into by and between the Bath Township, 3864 W. Bath Rd. Akron, Ohio 44333, hereinafter referred to as "Bath" and Emily Mullenix of 156 Josha Dr. Rittman, Ohio 44270 hereinafter referred to as "Candidate," a candidate for initial appointment as a full-time probationary Police Officer with the Bath Township Police Department, hereinafter referred to as "Department."

WHEREAS, a full-time probationary police officer must complete a probationary period of at least one (1) year with the Department and as a prerequisite must successfully complete the Ohio Peace Officer Training Academy (OPOTA) training program prior to appointment hereinafter referred to as the "Training"; and

WHEREAS, the cost of training for each Candidate represents administrative costs including, materials, and supplies incurred during the Training, not to exceed the maximum reimbursable amount set forth below; and

WHEREAS, Candidate desires the opportunity to become a full-time probationary Police Officer and to complete the Training. Candidate understands that, if appointed, Bath is willing to incur expenses up to \$5,250.00 through reimbursement to Candidate in providing the Training.

WHEREAS, Bath is willing to reimburse for the Training provided the Candidate agrees to maintain full -time employment with Bath for a designated period of time after successfully receiving certification from said OPOTA training.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Tuition, textbooks and student fees will be reimbursed for the Candidate by Bath in connection with the Candidate completing Training from a designated and accredited OPOTA training program in close proximity to Bath Township, subject to the maximum reimbursable amount set forth above.
2. For those applicants who aren't currently employed with Bath, they agree to undergo a background investigation, BCI/FBI checks, polygraph examination, psychological testing and drug testing prior to starting the academy.
3. Candidate must complete and pass all testing for OPOTA certification. Fees for repeat certification testing shall be the responsibility of the Candidate.
4. Candidate agrees to maintain employment with the Bath Township Police Department after obtaining OPOTA certification for a period of not less than forty- eight (48) continuous months at full-time status.
5. Candidate agrees to repay Bath for training expenses reimbursed if the Candidate is terminated, voluntarily resigns from the Bath Police Department, does not complete the OPOTA training program, cannot become certified within the first three attempts, or does not complete forty- eight (48) months of continuous full- time employment with the Bath Township Police Department after the completion of Training. In the event of employment separation as set forth herein, the Candidate shall repay Bath a pro-rated amount for all expenses representing tuition and books which have been paid by Bath. The amount Candidate will reimburse the Township shall be calculated on monthly increments as 1/48th of the sum total of the period. Fractional calculations will be reimbursed based on days in each calendar month. All sums owed pursuant to this paragraph shall be immediately due and payable, and if they are not immediately paid, Candidate agrees that any sums owed can be deducted from any payroll direct deposit the Candidate is due from Bath. If money is deducted from the Candidate's bi-weekly payroll, pursuant to this paragraph, nothing herein should be construed that this is full satisfaction if any outstanding balance remains.
6. If the Candidate receives scholarship or grant money, it shall be surrendered to the institution of instruction

or Bath for reimbursement. In that instance, the length of Candidate's employment obligations will be decreased on a pro rata basis pursuant to the scholarship and grant money received.

7. Bath, at its discretion and without recourse from Candidate, may terminate or delay the Candidate's training at any time.
8. Candidate understands this agreement is independent and separate from Bath's extension of employment to Candidate with the Bath Police Department. During the 48- month term of this agreement, Candidate is subject to the rules and disciplinary procedures in accordance with Bath Township's Personnel Policy Manual, Organizational Resolution, FOP Contract and Bath Township's Rules and Regulations.
9. Both parties acknowledge this is the complete agreement of the parties and neither party is relying on any oral representation not specifically set forth in this agreement.

The undersigned hereby voluntarily signs this agreement in good faith to pursue and complete the OPOTA Training made available to me. I will utilize the training for which Bath has reimbursed me in the full-time employment of the Bath Township Police Department upon certification for a minimum of 48 months.

IN WITNESS WHEREOF, the parties placed their hands and seals this _____ day of _____, _____.

Emily Mullenix, Candidate

Vito F. Sinopoli, Chief of Police/Administrator
Bath Township

May 5th, 2025

Chief V. Sinopoli
Bath Township Police Department
3864 W. Bath Rd.
Bath Township, Ohio, 44333

Dear Chief Sinopoli,

After careful consideration and with a deep sense of appreciation, I am submitting my formal resignation from the Bath Township Police Department, effective May 16th, 2025.

Serving this department and the residents of Bath Township for over ten years has been one of the greatest honors of my professional life. I have been fortunate to work alongside an exceptional group of dedicated, talented, and honorable law enforcement professionals. Together, we have faced challenges, celebrated successes, and upheld the core values of public service, integrity, and community trust.

Throughout my time with the department, I have grown both personally and professionally. The experiences I have gained — from routine patrols to complex investigations, from community outreach efforts to high-stakes emergency responses — have shaped me into the officer and person I am today. I am especially grateful for the leadership opportunities I was given and the trust placed in me by command staff and colleagues alike.

This decision does not come without mixed emotions. While I am excited to explore new opportunities and begin a new chapter in my life, I will deeply miss the camaraderie, purpose, and sense of shared mission that define the Bath Township Police Department. I leave with immense gratitude and respect for the department, and I carry with me the values and skills I have learned here.

Please know that I remain committed to ensuring a smooth transition. I am happy to assist in any way that will support the department during this time.

I want to extend my heartfelt thanks to you, the department leadership, and all my fellow officers and staff for your support, friendship, and guidance over the years. I will always look back on my time with the Bath Township Police Department with pride and gratitude.

Wishing you and the entire department continued safety, success, and strength in the years ahead.

With sincere respect and appreciation,



Lane A. Watson

**Intergovernmental
between
the County of Summit
and
the Bath Township
for
Processing of Non-Emergent Calls**

This Intergovernmental Agreement (“Agreement”) is entered into by and between the County of Summit, an Ohio Charter County with the principal place of business located at 175 South Main Street, Akron, Ohio (“County”), and the Bath Township, an Ohio Political Subdivision with its principal place of business located at 3864 West Bath Road, Akron Ohio 44333 (“Township”) (the County and Township together, the “Parties”).

WHEREAS, the Ohio Revised Code Section 128 establishes that every county shall establish a 9-1-1 Program Review Committee, and that Committee shall maintain and approve a plan for implementation and operating the county 9-1-1 system (“9-1-1 Plan”); and

WHEREAS, the 9-1-1 Plan shall identify each Public Safety Answering Point (“PSAP”) in the county, indicate how they operate and establish a process for expending funds that the County receives from the State of Ohio 9-1-1 Government Assistance Fund (“9-1-1 Funds”); and

WHEREAS, the County 9-1-1 Plan, adopted on July 9, 2024, has the intention of ensuring that each PSAP within the county has the same technology available to them, for the benefit of public safety; and

WHEREAS, the terms of the County 9-1-1 Plan require the County to use 9-1-1 Funds to enter a Master Services Agreement for processing of non-emergency calls using an automated voice assistant from Aurelian Inc.; and

WHEREAS, the Township wishes to participate in the County’s Master Service Agreement with Needl. Inc. (dba Aurelian, Inc.) attached hereto as Exhibit A.

Now, therefore, in consideration of the foregoing and of the mutual agreements hereinafter set forth, the Parties hereby agree as follows:

I. Aurelian for Processing Non-Emergent Calls.

- A. The County shall enter into a Master Service Agreement with Needl. Inc (dba Aurelian, Inc.) to provide processing of non-emergent calls using an automated voice assistant for the benefit of Summit County PSAPs and utilize 9-1-1 Funds for the cost of the service, in accordance with the *Aurelian Pricing Quote* dated February 13, 2025 (Included in Exhibit A).
- B. The Township shall be responsible for the costs associated with implementation of Aurelian.

- C. If the State of Ohio 9-1-1 Funds are no longer able to support the expense for any of the Township Aurelian's Services, the Township shall be responsible for the cost of any of the Township's services identified in the County's Master Service Agreement.
- D. The Township is responsible for any costs related to processing of non-emergent calls beyond the costs covered under this Agreement.
- E. Should the City require additional services from Aurelian under this Agreement, those services must be preapproved by the County prior to the start of those services and the County shall invoice the Township for those services.

II. Term and Termination.

- F. Either Party may terminate this Agreement, without cause, by giving the other Party thirty (30) days written notice.
- G. Any Amendment to this Agreement, must be in writing and signed by the Parties.
- H. This Agreement shall be effective from May 1st, 2025, until December 31st, 2030, for a term of 4 years and 7 months.

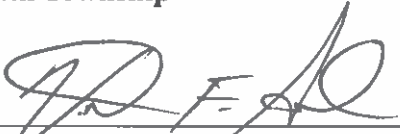
III. Miscellaneous Provisions.

- I. Integration. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
- J. Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the Parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Agreement may be amended to achieve additional goals with the written consent of the Parties.
- K. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Parties. Subject to such consent, Agreement shall be binding upon and for the benefit of the Parties hereto, their successors and assigns.
- L. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
- M. Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the Parties agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.
- N. Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

- O. Notices. All notices required under the terms of this Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to each party's address first set forth above. All notices are effective upon receipt. A party may change its address by giving written notice to the other Parties in accordance with this Section.
- P. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.
- Q. Forum. Any litigation arising under this Agreement must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date set forth above.

Bath Township



Vito F. Sinopoli, Township Administrator

Date: 5/19/25

Approved as to Form:

County of Summit

Ilene Shapiro, County Executive

Date: _____

Approved as to Form:

Brian Harnak, Director
Department of Law & Risk Management

May 19, 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:

The Fire Chief directs and administers the operations of the Fire Department and Emergency Medical Services, develops and implements departmental procedures, coordinates fire department activities and policies, and commands at an operational scene as necessary.

Recommendations:

1. Recommendation to approve the annual contract renewal to Aladtec, Inc. for scheduling software not to exceed \$5,500.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 5.19.2025 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 enter into an agreement with Terminix for the 2025 Pest Control Services for Bath Township facilities in the amount of \$7,337.16.
2. Recommendation to hire three seasonal employees pending compliance with all the rules and regulations of Bath Township. The applicants reviewed and selected are: Alex Petersen, Katherine Wilson, and Connor Roose for year one at \$15.00 per hour.

BATH PARKS DIRECTOR Jeff France

AGENDA FOR THE TRUSTEE MEETING 5.19.25

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:

1. Recommendation to enter into an agreement with Myers Design in the amount of \$12,155, for the relocation and rehab of the playground equipment at the Bath Community Park. for the relocation and rehab of the playground equipment at the Bath Community Park. The township would like to thank the Bath Park Board for their generous donation that made this possible.
2. Recommendation to enter into an agreement with C.A.R.E Construction in the amount of \$5,900, for installation of the new scoreboard at the Bath Community Park.



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: May 5, 2025
Re: Administrator's Report – 5/5/25

REPORT:

On Friday June 20, 2025 from 5-10 pm Bath Township and Bath Parks Board will host the first annual Sun's Out, Fun's Out Summer Solstice Community Celebration. Everyone is welcome to come out to Bath Community Park to help celebrate our awesome community with a family-fun event.

There will be a live DJ, games, races, and activities for all ages. Come hungry, as local food trucks Rax BBQ and Henry's Creamery will be on site.

Bring your family, friends, and neighbors

The event is being graciously sponsored by Bath Townships' Kroskey family and True Wealth Design.

RECOMMENDATIONS:

1. Recommendation to approve the first amendment to the lease agreement with Spectrum Mid-America, LLC for the property located at 3840 Bath Road.
2. Recommendation to approve the agreements with the Teamsters Parks and Road units.
3. Recommendation to accept the donations received in memory of George Goodrich to be used for the Bath Community Park from Betty Sweeney in the amount of \$100.
4. Resolution 2025-24 Organizational Amendment 08 - Department Head Vacation accrual **Roll Call**

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (this “**Amendment**”) is entered into as of May __, 2025 (the “**Amendment Effective Date**”), between Landlord and Tenant (each as defined in Section 1 of this Amendment). For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Definitions. In this Amendment, the following terms have the following meanings:

- (a) Landlord: Board of Trustees of Bath Township.
- (b) Tenant: Spectrum Mid-America, LLC, a Delaware limited liability company, formerly known as Time Warner NY Cable LLC, successor-in-interest to Adelphia of the Midwest, Inc.
- (c) Lease: Collectively, Lease dated August 1, 2000, between Landlord and Tenant as extended by Renewal Letter dated April 30, 2010 and Renewal Letter dated June 19, 2014, and Lease Extension Notification dated February 20, 2020.
- (d) Premises: A certain parcel of land situated in the Township of Bath, County of Summit, State of Ohio, which is outlined and described in the Lease, together with all improvements, rights, privileges, easements and appurtenances thereunto belonging and commonly known as 3840 Bath Road, Bath, Ohio 44210.

Any capitalized term used in this Amendment, but not defined in this Amendment, has the meaning given such term in the Lease.

2. Term. Tenant hereby exercises its fourth option to renew the term of the Lease for five (5) years, thereby the term of the Lease is extended from August 1, 2025 through, and including, July 31, 2030 (the “**Fourth Renewal Term**”).

3. Rent. As of August 1, 2025 and continuing thereafter throughout the Fourth Renewal Term, rent for the Premises (“**Monthly Rent**”) will be payable as follows:

PERIOD	MONTHLY RENT	ANNUAL RENT
8/1/2025 – 7/31/2030	\$583.33	\$7,000

Landlord agrees that Tenant may make its Monthly Rent payments via ACH transfer or any other form of direct deposit (and Landlord will provide Tenant with all bank instructions and other information needed for such ACH transfer or other direct deposit payment).

4. Notice Address. For the purpose of any notice or other communication under the Lease, Landlord’s address and Tenant’s address are amended as follows:

If to Landlord: Bath Township Trustees
 P.O. Box 1188
 3864 West Bath Road

Bath, OH 44210-1188

If to Tenant: Spectrum Mid-America, LLC
 c/o Charter Communications
 6360 S. Fiddler’s Green Circle
 Suite 1100
 Greenwood Village, Colorado 80111-4951
 Attn: Charter Real Estate
 (with a copy to the same address: Suite 200, Attn: VP,
 Counsel, Real Estate)
 File ID No.: OH6074

with a copy by email to: leaseadmin@charter.com

Except for an Emergency Default (as defined below), any notice or other communication required or permitted under the Lease must be in writing and provided to the other party via: (a) postage prepaid certified mail, return receipt requested; (b) personal delivery; or (c) Federal Express or any similar overnight delivery service that routinely issues receipts. Any notice will be deemed received on actual receipt (or refusal to accept delivery). Notwithstanding the foregoing, during an Emergency Default, Tenant may give notice to Landlord via email at: vsinopoli@bathtownship.org; or via telephone to: 330-666-4007 and the same will be deemed to have satisfied the notice requirements under the Lease. For purposes of the Lease, “**Emergency Default**” means an event, condition, or situation that adversely affects the health, safety, or welfare of Tenant’s employees, customers, vendors, suppliers, guests, or invitees, or that adversely affects Tenant’s ability to conduct normal business operations from the Premises.

Either Landlord or Tenant may add additional addresses or change its address for purposes of receipt of any such communication by giving 10 days’ prior written notice of such change to the other party in the manner prescribed in this Section.

5. **Renewal Option.** Notwithstanding anything in the Lease to the contrary, Tenant will have the option to renew the term of the Lease for three additional terms of five years each (each, a “**Renewal Term**”), subject to the further provisions of this Section.

(a) In order to exercise any such option to renew the term of the Lease, Tenant must provide to Landlord written notice of such exercise on or before the date that is 90 days prior to the then applicable expiration date.

(b) Each Renewal Term will be on the same terms and conditions as the Lease, except that the Monthly Rent will be:

Fifth Renewal Term		
Dates	MONTHLY RENT	ANNUAL RENT
8/1/2030 – 7/31/2031	\$606.67	\$7,280.00

8/1/2031 – 7/31/2032	\$630.92	\$7,571.20
8/1/2032 – 7/31/2033	\$656.17	\$7,874.05
8/1/2033 – 7/31/2034	\$682.42	\$8,189.01
8/1/2034 – 7/31/2035	\$709.71	\$8,516.57

Sixth Renewal Term		
Dates	MONTHLY RENT	ANNUAL RENT
8/1/2035 – 7/31/2036	\$738.10	\$8,857.23
8/1/2036 – 7/31/2037	\$767.63	\$9,211.52
8/1/2037 – 7/31/2038	\$789.33	\$9,579.98
8/1/2038 – 7/31/2039	\$830.27	\$9,963.18
8/1/2039 – 7/31/2040	\$863.48	\$10,361.71

Seventh Renewal Term		
Dates	MONTHLY RENT	ANNUAL RENT
8/1/2040 – 7/31/2041	\$898.02	\$10,776.18
8/1/2041 – 7/31/2042	\$933.94	\$11,207.23
8/1/2042 – 7/31/2043	\$971.29	\$11,655.52
8/1/2043 – 7/31/2044	\$1,010.15	\$12,121.74
8/1/2044 – 7/31/2045	\$1,050.55	\$12,606.61

6. **Early Termination.** Tenant will have the right to terminate the Lease upon 90 days' prior written notice to Landlord ("**Tenant's Termination Notice**"), notwithstanding anything in the Lease to the contrary. Upon Tenant's compliance with the terms of this Section, the Lease will terminate as of the termination date set forth in Tenant's Termination Notice and neither Landlord nor Tenant will have any further rights or obligations under the Lease, except with respect to those matters in the Lease that expressly survive the expiration or earlier termination of the Lease.

7. **Broker.** Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Premises or the preparation of this Amendment. Landlord and Tenant each agree to indemnify, defend, and hold

harmless the other from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs, and expenses (including, without limitation, court costs and disbursements, and actual attorneys' fees reasonably incurred) arising from or related to any claim by any broker, agent or other person or entity, for any commission, fees, or other form of compensation, reimbursement or consideration, with regard to the Premises, the preparation of this Amendment or the transactions contemplated hereby.

8. Estoppel. Landlord hereby represents and warrants that as of the date of execution of this Amendment: (a) Tenant is not in default or breach of the Lease; (b) no event has occurred which with the passage of time or the giving of notice would constitute such a breach or default of the Lease; and (c) all rent, additional rent and other amounts due and payable under the Lease have been paid in full through and including May 31, 2025.

9. Confirmation of Lease. Landlord and Tenant confirm and ratify in all respects, the terms and conditions of the Lease, as amended by this Amendment. In the event of any conflict or inconsistency between any of the provisions of this Amendment and any of the provisions of the Lease, the provisions of this Amendment will govern.

10. Counterparts; Electronic Delivery. This Amendment may be executed in counterparts, each of which will constitute an original and all of which together shall constitute one and the same document. This Amendment may be signed and delivered by electronic transmission and/or digital signature, including DocuSign® and/or portable document format (.pdf); the exchange of pdf or other digital images/copies of this Amendment as executed, shall constitute good and sufficient delivery with all force and effect of law.

11. Lender's Consent. Landlord hereby represents and warrants that: (a) no lender consent is required for this Amendment; and (b) the effectiveness of this Amendment is not conditioned upon Landlord receiving any lender's consent.

[SIGNATURE PAGE TO FOLLOW]

Landlord and Tenant have executed this Amendment as of the Amendment Effective Date.

LANDLORD:

TENANT:

Board of Trustees of Bath Township

Spectrum Mid-America, LLC

By: _____

By: Charter Communications, Inc.,
its Manager

Name: _____

By:  _____

Title: _____

Name: Carrie E. Walters
VP, Real Estate & Property Administration
Title: Charter Communications, Inc



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: _____

Address: _____

City: _____ State: _____ Zip: _____

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: \$ _____

Description of Non-Financial Donation: _____

Date of Donation(s): _____

If the donation(s) is for any specific purpose, provide an explanation of the purpose(s) for which the donation(s) is being made:

**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:

BATH TOWNSHIP BOARD OF TRUSTEES
BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 19th DAY OF MAY, 2025. THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 10:20 A.M. IN REVERE HIGH SCHOOL ROOM C108, 3420 EVERETT RD., BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ introduced the following resolution and moved its adoption:

BATH TOWNSHIP RESOLUTION 2025-XX
AMENDMENT XX
TO AMEND THE 2025 PERSONNEL POLICY MANUAL AND ORGANIZATIONAL RESOLUTION

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

WHEREAS, the Bath Township Board of Trustees adopted the 2025 Organizational Resolution, Personnel Policy Manual, and Job Description Manual to take effect January 1, 2025; and,

WHEREAS, after review the Board of Trustees has decided to revise and update the 2025 Personnel Policy Manual and Organizational Resolution to amend the following information:

1. To amend the 2025 Personnel Policy Manual Section 3.10 adjusting the Vacation language with the addition of the following language:

Department Heads

Department Heads will receive a minimum of four (4) weeks of vacation. Service credit for prior Bath Township employment will be honored. After every five (5) full years employed, department heads will receive one (1) additional week up to a maximum of six (6) weeks.

NOW THEREFORE BE IT RESOLVED, that the Bath Township Board of Trustees amends the 2025 Personnel Policy Manual and Organizational Resolution to include the updated information in the attachments and shall be retroactively effective as of January 1, 2025.

_____ seconded the amendment; and the Fiscal Officer called the roll:

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

Resolution Adopted

Laura Tuttle, Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

May 19, 2025
Date

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

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 May 19, 2025.