



## **Board of Trustees Meeting**

Monday June 30<sup>th</sup>, 2025, at 4:00pm

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 Pro Tempore Vito Sinopoli

##### **Report / Recommendations**

1. Recommendation to approve regular purchase orders 2025-00797 through 2025-00837 and payments in the amount of \$179,710.20.

Included in the payments are the following:

- \$15,740.72 to Hall Public Safety for safety vehicle equipment upfitting (FD)
- \$85,265.11 to Classical Construction LLC for Service building expansion (Service)

##### **Roll Call**

2. Resolution 2025-28 Adopting the 2026 Tax Budget **Roll Call**
3. Correspondence log is available for public view.

### DEPARTMENT HEADS AND ADMINISTRATORS

#### Police Chief Vito F. Sinopoli

##### **Report / Recommendations**

1. Recommendation to approve the revised Memorandum of Understanding to Address Child Abuse and Neglect between Summit County Children Services and Bath Township. The MOU was last updated in 2023. Changes to Ohio law require that the MOU be updated every 2 years.

#### Fire Chief Rob Campbell

##### **Report / Recommendations**

1. Recommendation to approve Koorsen Fire & Security to replace the fire department connection at Station 2 in the amount of \$5,859.81. This will be a 50/50 cost split with Copley Township.

**Service Director Caine Collins**

**Report / Recommendations**

1. Recommendation to promote Road Laborer Ricky Brogan to the position of Road Foreman, at the hourly rate of pay set by the Teamsters Labor Agreement of \$34.00 per hour, and in compliance with all rules and regulations of Bath Township, along with a one-year probationary period.
2. Recommendation to promote Part Time Road Laborer Owen Pasterchek to Full Time Equipment Operator Laborer, at the hourly rate of pay set by the Teamsters Labor Agreement of \$28.00 per hour, and in compliance with all rules and regulations of Bath Township.

**Parks Director Jeff France**

**Report / Recommendations**

1. Recommendation to promote Parks Laborer Colin Tuttle to the position of full-time Parks Crew Leader effective July 7, 2025, at the hourly rate of pay set by the Teamsters Labor Agreement of \$27.75 per hour, and in compliance with all rules and regulations of Bath Township, along with a one-year probationary period.

**Planning Director / Zoning Inspector William Funk**

**Report / Recommendations**

1. Recommendation to reappoint Emily Hete to the Zoning Commission as a regular member. The term is for five years expiring on July 1, 2030.
2. Recommendation to appoint Kyle Craven to the Zoning Commission as a regular member. The term is fulfilling the remainder of a five-year term expiring on July 1, 2028.
3. Recommendation to appoint Kristin Sanchez to the Zoning Commission as the alternate member #1. The term is for two years, expiring on July 1, 2027.
4. Recommendation to appoint Tyler Bolanz to the Zoning Commission as the alternate member #2. The term is fulfilling the remainder of a two-year term expiring on July 1, 2026.
5. Recommendation to reappoint Tim Franklin to the Board of Zoning Appeals as a regular member. The term is for five years expiring on July 1, 2030.
6. Recommendation to reappoint Tom Flynn to the Board of Zoning Appeals as the alternate member #1. The term is for two years, expiring on July 1, 2027.
7. Recommendation to reappoint Jason Boltz to the Appearance Review Commission as a regular member. The term is for five years expiring on July 1, 2030.
8. Recommendation to reappoint Elizabeth Smith to the Appearance Review Commission as the alternate member #1. The term is for two years, expiring on July 1, 2027.

**Administrator Vito F. Sinopoli**

**Report / Recommendations**

1. Recommendation to enter into a renewal of the current contract with Employee Assistance Group (ESI) in the amount of \$3,714.01 to provide employee well-being benefits for the period of July 1, 2025, through June 30, 2026.
  
2. Recommendation to enter into a purchase agreement for 1170 North Cleveland Massillon Road.
  
3. Recommendation to accept the following donations:
  - Bath Volunteers for Service in the amount of \$5000 for Bath Community Park playground improvements
  - Bath Women’s Club in the amount of \$200 for Bath Community Park playground improvements
  - Carolyn Goodrich in the amount of \$2500 in memory of her brother, George Goodrich, to be used for the Bath Community Park playground improvements

**TRUSTEES: Elaina Goodrich, Sharon Troike, and Sean Gaffney**

**COMMUNITY UPDATES:**

James McClellan: Discover Bath Barns

**FUTURE TRUSTEE MEETINGS AND EVENTS**

Appearance Review Commission	July 7, 2025, 5pm	Trustee Meeting Room
Heritage Corridors of Bath	July 9, 2025, 4:30pm	Trustee Conference Room
Board of Trustees Meeting	July 14, 2025, 6:30pm	Trustee Meeting Room
Board of Zoning Appeals	July 15, 2025, 7pm	Trustee Meeting Room
Park Board Meeting	July 17, 2025, 6pm	North Fork Preserve of Bath
Zoning Commission	July 17, 2025, 6pm	Trustee Meeting Room
Water and Sewer District Board	July 21, 2025, 6pm	Trustee Conference Room
Board of Trustees Meeting	July 28, 2025, 4pm	Trustee Meeting Room

\*A full list of events and meetings is posted to [www.bathtownship.org](http://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 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
000000557	06/30/2025	01368	KIESLERS POLICE SUPPLY	ACH VENDOR PAY	\$50.12
000000558	06/30/2025	01975	STAPLES BUSINESS ADVANTAGE	ACH VENDOR PAY	\$78.98
000000559	06/30/2025	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$804.27
000000560	06/30/2025	cornell, linda	CORNELL, LINDA	ACH VENDOR PAY	\$136.97
000000561	06/30/2025	galley printing	GALLEY PRINTING COMPANY INC	ACH VENDOR PAY	\$3,031.00
000000562	06/30/2025	employee services	ESI Employee Assistance Group	ACH VENDOR PAY	\$3,714.01
000000563	06/30/2025	00755	ENVIRONMENTAL DESIGN GROUP	ACH VENDOR PAY	\$3,272.60
000000564	06/30/2025	02094	DELL MARKETING LP	ACH VENDOR PAY	\$5,493.25
000000565	06/30/2025	00019	BARBERTON LAUNDRY AND CLEANING	ACH VENDOR PAY	\$45.82
000000566	06/30/2025	00267	HALL PUBLIC SAFETY CO	ACH VENDOR PAY	\$15,740.72
000000567	06/30/2025	00709	ALCO-CHEM INC	ACH VENDOR PAY	\$182.88
000000568	06/30/2025	00962	PHOENIX SAFETY OUTFITTERS LLC	ACH VENDOR PAY	\$75.00
000000569	06/30/2025	fire catt	FIRE CATT, LLC	ACH VENDOR PAY	\$4,364.40
000000570	06/30/2025	ZOLL medical corpor	ZOLL MEDICAL CORP	ACH VENDOR PAY	\$210.00
000000571	06/30/2025	00079	DYNAMERICAN	ACH VENDOR PAY	\$480.00
000000572	06/30/2025	woznicki, hunter	WOZNICKI, HUNTER	ACH VENDOR PAY	\$96.06
000000573	06/30/2025	zimmerman, zachary	ZIMMERMAN, ZACHARY	ACH VENDOR PAY	\$84.99
000000574	06/30/2025	00329	INDEPENDENCE OFFICE & BUSINESS S	ACH VENDOR PAY	\$547.01
000000575	06/30/2025	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$4,745.80
000000576	06/30/2025	01178	MAR-ZANE INC	ACH VENDOR PAY	\$350.00
000000577	06/30/2025	01863	MASTHEAD HOLDINGS LLC	ACH VENDOR PAY	\$764.00
000000578	06/30/2025	01953	HISSONG KENWORTH INC	ACH VENDOR PAY	\$1,031.26
000000579	06/30/2025	02214	SOUTHEASTERN EQUIP CO, INC	ACH VENDOR PAY	\$12.94
000000580	06/30/2025	03023	VASU COMMUNICATIONS INC	ACH VENDOR PAY	\$122.85
000000581	06/30/2025	cintas corp #11	CINTAS CORPORATION NO 2	ACH VENDOR PAY	\$988.52
000000582	06/30/2025	four points	FOUR POINTS ARCHITECTURAL SERVI	ACH VENDOR PAY	\$2,100.00
000000583	06/30/2025	classical construction	CLASSICAL CONSTRUCTION LLC	ACH VENDOR PAY	\$85,265.11
000000584	06/30/2025	comdoc inc	COMDOC INC	ACH VENDOR PAY	\$73.15
<b>Grand Total:</b>			<b>Number Of Checks: 28</b>		<b>\$133,861.71</b>

# Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065431	06/30/2025	00993	AKRON PUBLIC UTILITIES BUREAU	Checks for 0001	\$349.70
0000065432	06/30/2025	01551	AKRON UNIFORMS	Checks for 0001	\$1,438.97
0000065433	06/30/2025	all rocks r us	ALL ROCKS R US LLC	Checks for 0001	\$647.50
0000065434	06/30/2025	02562	ALLIED CORP INC	Checks for 0001	\$786.36
0000065435	06/30/2025	at&t mobility national	AT&T MOBILITY II, LLC	Checks for 0001	\$477.67
0000065436	06/30/2025	01588	BATH TRACTOR	Checks for 0001	\$78.05
0000065437	06/30/2025	00260	BLOOMING ACRES INC	Checks for 0001	\$999.60
0000065438	06/30/2025	construction & remodel	CONSTRUCTION & REMODELING EXPE	Checks for 0001	\$2,800.00
0000065439	06/30/2025	express furniture	EXPRESS FURNITURE INC	Checks for 0001	\$1,978.80
0000065440	06/30/2025	02341	FLESHER SAND & GRAVEL	Checks for 0001	\$200.76
0000065441	06/30/2025	genuine parts compa	GENUINE PARTS COMPANY INC	Checks for 0001	\$368.28
0000065442	06/30/2025	01748	HARTMAN, DONALD	Checks for 0001	\$3,850.00
0000065443	06/30/2025	kalstrom, dan	KALSTROM, DAN	Checks for 0001	\$250.00
0000065444	06/30/2025	maureen katanic	KATANIC, MAUREEN G.	Checks for 0001	\$625.56
0000065445	06/30/2025	00932	KOORSEN FIRE & SECURITY INC	Checks for 0001	\$275.00
0000065446	06/30/2025	medical mutual	Medical Mutual	Checks for 0001	\$12,408.29
0000065447	06/30/2025	00111	MONTROSE FORD	Checks for 0001	\$2,444.79
0000065448	06/30/2025	01392	NICKS LANDSCAPING OF OHIO LLC	Checks for 0001	\$540.00
0000065449	06/30/2025	02220	OHIO ASSOC OF CHIEFS OF POLICE	Checks for 0001	\$245.00
0000065450	06/30/2025	00528	OHIO FIRE CHIEFS ASSOC	Checks for 0001	\$125.00
0000065451	06/30/2025	state of ohio oh st hig	OHIO STATE HIGHWAY PATROL	Checks for 0001	\$600.00
0000065452	06/30/2025	00812	PARKER TRUCK & TRAILER	Checks for 0001	\$1,074.50
0000065453	06/30/2025	02210	RICHFIELD AUTO PARTS	Checks for 0001	\$62.00
0000065454	06/30/2025	kristen m scalise	SUMMIT COUNTY FISCAL OFFICE	Checks for 0001	\$2,484.06
0000065455	06/30/2025	01974	TERRY LUMBER	Checks for 0001	\$54.96
0000065456	06/30/2025	troike, john	TROIKE, JOHN	Checks for 0001	\$800.00
0000065457	06/30/2025	01420	UNITED RENTALS	Checks for 0001	\$295.00
0000065458	06/30/2025	00414	UNIVERSITY OF AKRON	Checks for 0001	\$700.00
0000065459	06/30/2025	yoder graphic	YODER GRAPHIC SYSTEMS INC	Checks for 0001	\$1,600.00
0000065460	06/30/2025	03041	ZOLLINGER SAND & GRAVEL	Checks for 0001	\$414.00
<b>Grand Total:</b>			<b>Number Of Checks: 30</b>		<b>\$38,973.85</b>

# Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000736	06/30/2025	00015	OHIO EDISON	EFT for 0001-TRUST	\$6,874.64
Grand Total:			Number Of Checks: 1		\$6,874.64

**BATH TOWNSHIP BOARD OF TRUSTEES**

**BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 30<sup>th</sup> DAY OF JUNE 2025, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN A REGULAR MEETING AT 4:00 P.M., 3864 WEST BATH ROAD, IN BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.**

\_\_\_\_\_ presented the following Resolution and moved its adoption:

**RESOLUTION 2025-28  
ADOPTION OF THE 2026 BUDGET**

**WHEREAS**, on June 30, 2025, the Bath Township Board of Trustees held a public hearing to review the Bath Township proposed 2026 budget; and,

**WHEREAS**, the board presented estimates of income and expenditures and outlined regular operations and special programs; and,

**WHEREAS**, the total budget for 2026 is \$19,285,000.00 for operations, maintenance and capital expenditures.

**NOW THEREFORE BE IT RESOLVED THAT** the proposed 2026 Bath Township Budget be and is hereby adopted for the calendar year January 1, 2026, until December 31, 2026; and,

**FURTHER**, that a copy of this proposed budget be attached to and made a part of these minutes; and,

**FURTHER** that the Fiscal Officer be instructed to file a copy of the proposed Township budget with the Summit County Fiscal Officer no later than July 20, 2025, in accordance with Ohio Revised Code 5705.30.

Second by \_\_\_\_\_; 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

\_\_\_\_\_  
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 June 30, 2025.

**BATH TOWNSHIP BOARD OF TRUSTEES  
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
6.21.25	Jeff Scott	Vacant house Yellow Creek Road West	Trustee Troike
6.20.25	Chris Hlavin	Township Logo shirts	Trustee Troike
6.30.25	John Landis	Birds on Bath Pond	Trustee Goodrich
6.30.25	JoAnn Alexander	Township communication	Township Trustees

**BATH TOWNSHIP BOARD AND COMMITTEE LOGS**

Chief of Police Report  
June 30, 2025

Recommendations:

Approve the revised Memorandum of Understanding to Address Child Abuse and Neglect between Summit County Children Services and Bath Township. The MOU was last updated in 2023. Changes to Ohio law require that the MOU be updated every 2 years.

June 30, 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

**Recommendations:**

1. Recommendation to approve Koorsen Fire & Security to replace the fire department connection at Station 2 in the amount of \$5,859.81.

# **SERVICE DIRECTOR Caine Collins**

## AGENDA FOR THE 6.30.2025 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 promote Road Laborer Ricky Brogan to the position of Road Foreman effective July 7, 2025, at the hourly rate of pay set by the Teamsters Labor Agreement of \$34.00 per hour, and in compliance with all rules and regulations of Bath Township, along with a one-year probationary period.
- 2.) Recommendation to promote Part Time Road Laborer Owen Pasterchek to Full Time Equipment Operator Laborer effective July 7, 2025, at the hourly rate of pay set by the Teamsters Labor Agreement of \$28.00 per hour, and in compliance with all rules and regulations of Bath Township.

# **BATH PARKS DIRECTOR Jeff France**

AGENDA FOR THE TRUSTEE MEETING 6.30.25

## **General Park Information:**

### **Bath Baseball Park:**

No new business to report.

### **Bath Community Park:**

Work has begun on installing the new scoreboard at the youth football/lacrosse field.

Starting June 30, 2025, work will begin on the renovation of the Community Park playground. The playground will be closed till July 18.

### **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 promote Parks Laborer Colin Tuttle to the position of full-time Parks Crew Leader effective July 7, 2025, at the hourly rate of pay set by the Teamsters Labor Agreement of \$27.75 per hour, and in compliance with all rules and regulations of Bath Township, along with a one-year probationary period.



To: Board of Trustees, Fiscal Officer, Administrator, Executive Assistant

From: William Funk Planning Director/Zoning Inspector

Date: June 24, 2025

Re: Zoning Recommendation for June 30, 2025

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#### RECOMMENDATIONS

- Recommendation to reappoint Emily Hete to the Zoning Commission as a regular member. The term is for five years expiring on July 1, 2030.
- Recommendation to appoint Kyle Craven to the Zoning Commission as a regular member. The term is fulfilling the remainder of a five year term expiring on July 1, 2028.
- Recommendation to appoint Kristin Sanchez to the Zoning Commission as the alternate member #1. The term is for two years expiring on July 1, 2027.
- Recommendation to appoint Tyler Bolanz to the Zoning Commission as the alternate member #2. The term is fulfilling the remainder of a two year term expiring on July 1, 2026.
- Recommendation to reappoint Tim Franklin to the Board of Zoning Appeals as a regular member. The term is for five years expiring on July 1, 2030.
- Recommendation to reappoint Tom Flynn to the Board of Zoning Appeals as the alternate member #1. The term is for two years expiring on July 1, 2027.
- Recommendation to reappoint Jason Boltz to the Appearance Review Commission as a regular member. The term is for five years expiring on July 1, 2030.
- Recommendation to reappoint Elizabeth Smith to the Appearance Review Commission as the alternate member #1. The term is for two years expiring on July 1, 2027.



To: Board of Trustees  
From: Vito F. Sinopoli, Township Administrator  
Date: June 30, 2025  
Re: Administrator's Report – 6/30/25

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REPORT:

RECOMMENDATIONS:

1. Recommendation to enter into a renewal of the current contract with Employee Assistance Group (ESI) in the amount of \$3,714.01 to provide employee well-being benefits for the period of July 1, 2025 through June 30, 2026.
2. Recommendation to enter into a purchase agreement for 1170 North Cleveland Massillon Road.
3. Recommendation to accept the following donations:
  - Bath Volunteers for Service in the amount of \$5000 Bath Community Park playground improvements
  - Bath Women's Club in the amount of \$200 for Bath Community Park playground improvements
  - Carolyn Goodrich in the amount of \$2500 in memory of her brother, George Goodrich, to be used for the Bath Community Park playground improvements



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **Bath Township, OH** (“Client”) and **EMPLOYEE SERVICES LLC dba ESI EMPLOYEE ASSISTANCE GROUP**, 100 American Road, Brooklyn, Ohio 44144 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **7/1/25-6/30/26**.

### I. Productivity Solutions

Employees of Client and their household members, including children up to age 26 who do not reside with employee, are referred to herein as Members.

- **Unrestricted Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers to determine the counseling option that best fits the Member’s needs. These therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.
- **3 Session Plan:** Includes an assessment, referral, and therapy as appropriate. Diagnosis-driven treatment referrals are moved to the health insurance plan. Therapy options include text, voice, and video messaging, telehealth, and local in-person therapy.

***Important information for members residing in California:** Under California’s Knox-Keene Health Care Service Plan Act, employees residing in California are entitled to **three (3) mental health counseling sessions, within each six-month period. You cannot exceed six (6) EAP sessions in a twelve-month period. If your organization’s Employee Assistance Program (EAP) plan includes more than three (3) sessions, the Knox-Keene Act supersedes the contract, and we will abide by the Knox-Keene Health Care Service Plan Act – Cannot exceed six (6) sessions in a twelve-month period.***

- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Research Assistant, Tools for Tough Times, and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life. Discounts vary by season and location.



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Higher Ed EAP  
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## II. Engagement Solutions - Peak Performance Benefits

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance.
- **Wellness Coaching:** Coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **Self-help Benefits:** Extensive Self-Help Resources (website) – Tools, Assessments, Financial Calculators, Video Library, Tutorials, Learning Centers, Webinars, Specialized Resource Centers, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes comprehensive online personal and professional development trainings to help employees balance their work and personal life.

## III. EAP Administration - Orientation and Engagement

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communication (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **Talkspace Go App:** A mobile app with 400+ self-guided, interactive programs, live weekly therapist-led anonymous classes, on demand sessions, meditation exercises, and more.
- **EAP Mobile Site:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app which will provide mobile access to our website.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy, and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via group web conference meetings and online orientation videos.



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Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

#### IV. Manager, Supervisor and Human Resources Services

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling, and private counseling as well as group debriefings.
- **Unrestricted Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.
- **Unrestricted HR Consultations:** Managers may contact our clinical staff or our certified HR professionals for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles, training, and other tools designed to help managers develop and improve best practices in workforce management. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

#### V. ESI Accountability

- **Activity Reports:** ESI generates detailed EAP statistical reports monthly. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision, and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

#### VI. EAP Exclusions

The EAP counseling benefit is available for individual and family therapy. The following items are not considered to be EAP counseling and are **exclusions to the EAP plan**:

- Fitness for Duty/ Return to Work, Psychiatric, ADHD, Psychological testing, Autism Spectrum Disorder, Court Involved (treatment or reporting including letters written for court on the member's behalf).
- Workers' Compensation, short-term disability evaluations and paperwork, Family Medical Leave Act (FMLA) and Emotional Support Animal Documentation.

The EAP legal benefit offers a free consultation for family law and personal issues such as estate planning, real estate, debt, credit and bankruptcy, as well as civil and credit law.

**Legal benefits exclude coverage for:**

- Employment and Business Law Matters (including but not limited to action against employers, co-workers, benefits, unions, and labor management, trust funds).
- Malpractice.
- Duplication of services for the same matter, including second opinions.



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Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## VII. Term

- A. Either party may terminate this Agreement for breach upon 60 days' prior written notice to the other party; provided, however, that the notice shall identify the specific breach; and provided, further that the other party shall have the right to cure any alleged breach within 30 days following receipt of such notice.

## VIII. Fees and Payment

- A. Client agrees to pay ESI the fees set forth in Exhibit A for the services described in this Agreement ("Service Charges"). Service Charges shall be paid in accordance with the terms and conditions set forth in Exhibit A.
- B. Interest may be imposed on overdue Service Charges. In addition, ESI shall have the right, in its sole discretion, to take one or more of the following actions without further notice to Client in the event of untimely payments for fees due to ESI under Exhibit A: (i) immediately suspend services described in this Agreement, or (ii) terminate the Agreement in accordance with Section VII.
- C. The Service Charges set forth in Exhibit A may be changed by ESI on each renewal date, with prior written notice to Client.

## IX. Indemnification and Limitation of Liability

- A. ESI shall indemnify and hold Client and its successors, parents, subsidiaries, officers, directors, employees (the "Client Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the Client Parties at any time to the extent such liability, loss or expense results from ESI's gross negligence or willful misconduct under this Agreement.
- B. Client shall indemnify and hold ESI and its successors, parents, subsidiaries, officers, directors, employees (the "ESI Parties") harmless against any and all liabilities, loss, costs or expenses of whatsoever kind and nature which may be imposed on, incurred by, or asserted against the ESI Parties at any time to the extent such liability, loss or expense results from Client's gross negligence, willful misconduct, or Client's noncompliance with any state or federal laws related to the services provided for under this Agreement.
- C. Whenever a party becomes aware of a claim that may be subject to the provisions of this Section, the party shall notify the other party as soon as practicable and both parties shall reasonably cooperate in the resolution of such matter.
- D. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ESI UNDER THIS AGREEMENT IN THE MOST RECENT TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.



TotalCare EAP  
 Public Safety EAP  
 Educators' EAP  
 Higher Ed EAP  
 HealthCare EAP  
 Union AP

**X. Force Majeure**

ESI’s inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI’s reasonable control (“Force Majeure Event(s)”) shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

**XI. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.

**XII. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES LLC**

**Bath Township, OH**

\_\_\_\_\_  
 Gordon G. Bell, President

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | EXHIBIT A

Bath Township, OH ("Client") 7/1/25 - 6/30/26

### Service Charges and Payment

- A.** The total number of employees covered under this Agreement is **70**.  
(26ees TotalCare & 44ees Public Safety)
- B.** Client agrees to pay ESI the sum of **\$3,714.01** annually.  
(\$1,255.44 TotalCare & \$2,458.57 Public Safety)
- C.** The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D.** Payment of the **Annual** premium is due upon receipt of the invoice.
- E.** Flat Rate listed above covers a census of **51** to **100**. Contract rate may be modified at renewal and/or if census moves outside of this range.
- F.** Trauma Responses available at **\$250.00** per hour plus travel time.
- G.** DOT required Substance Abuse Evaluations - **\$850.00** each.



# 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: Bath Volunteers for Service

Name of Individual making application on behalf of Entity: Rosanne Burns

Phone Number: 330-524-4822 Email: treasurer@bathvolunteersforservice.com

Total Financial Donation(s) to Bath Township: \$ 5,000.00

Description of Non-Financial Donation: \_\_\_\_\_

Date of Donation(s): 6-11-25

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

*\*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 Volunteers for Service is a 501(c)(3) non-profit women's organization that supports organizations in Bath and in the greater Akron community dealing with children and families.



# 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: Bath Women's Club

Name of Individual making application on behalf of Entity: Margaret Cook, Treasurer

Phone Number: 330-620-7870 Email: cookmarg9@gmail.com

Total Financial Donation(s) to Bath Township: \$ 200.00

Description of Non-Financial Donation: \_\_\_\_\_

Date of Donation(s): 6/30/2025

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

Bath Community Park playground

*\*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 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: CAROLYN GOODRICH

Address: 4316 W. 155<sup>th</sup> STREET

City: CLEVELAND State: OHIO Zip: 44135

Phone Number: 440 409-1205 Email: GOOGIE55@SBCGLOBAL.NET

**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: \$ 2,500<sup>00</sup>

Description of Non-Financial Donation: \_\_\_\_\_

Date of Donation(s): 6-25-2025

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

IN MEMORY OF MY BROTHER, GEORGE GOODRICH.  
PLEASE USE TOWARD THE BATH PLAYGROUND RENOVATION, THANK YOU  
COMMUNITY PARK

*\*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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_