



BOARD OF TRUSTEES MEETING

Monday August 25th, 2025, at 4:00pm

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 2025-01065 through 2025-01101 and payments in the amount of \$228,623.27.

Included in the payments are the following:

- \$165,570.00 to Wichert for annual liability insurance policy renewal (Admin)

Roll Call

2. Recommendation to approve meeting minutes for May 5th and May 12th, 2025, Special Meetings.
3. Recommendation to approve meeting minutes for the July 14th, 2025, Regular Meeting.
4. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Resolution 2025-31 to apply for the Bath Community Fund grant for the purchase of software in connection with accident investigation/ reconstruction utilizing drone data collected at a scene. The amount to be requested is \$4750. **Roll Call**

Assistant Fire Chief John Rodriguez

Report / Recommendations

1. Recommendation to remove Part Time Firefighter/Paramedic Brycen Neuhauser from probationary status effective September 3, 2025.
2. Recommendation to accept the resignation of Full Time Firefighter/Paramedic Rachel Rexroad effective August 28, 2025.
2. Recommendation to post internally for a Full Time Firefighter/Paramedic position on August 26, 2025, for a period of 8 days.

Service Director Caine Collins

Report / Recommendations

1. Recommendation to accept the resignations from the following seasonal employees: Hunter Woznicki (August 12) and Connor Roose (August 13).

Parks Director Jeff France

Report / Recommendations

1. Recommendation to contract with North Coast Geomatics for boundary survey work at Bath Hills Park in the amount of \$2,250.00.
2. Recommendation to contract with EDG for professional services related to the parking lot expansion, stormwater management, and site planning at Bath Community Park in the amount of \$38,850.

Planning Director / Zoning Inspector William Funk

Report / Recommendations

Administrator Vito F. Sinopoli

Report / Recommendations

1. Recommendation to enter into a 3-year contract with TextMyGov for resident communication services in the amount of \$9000 per year plus a one time set up fee of \$1000.
2. Recommendation to contract with Wertz Geotechnical Engineering for engineering services at 1615 N. Cleveland Massillon Rd. not to exceed \$5000.
3. Recommendation to enter into a Community Partnership Funding Agreement with Summit County Storm Water Management District.

4. Recommendation to approve the donation of 24 books titled “Stone Barns of America” by Robert Kroeger to aid in Discover Bath’s Barns Subcommittee’s mission of heritage preservation.
5. Resolution 2025-32 Local Share Increase for Overage on the Cleveland Massillon Sidewalk Project **Roll Call**

TRUSTEES: Elaina Goodrich, Sharon Troike, and Sean Gaffney

COMMUNITY UPDATES

1. Direction Home - Courtney Rothermel
2. Victim Assistance Program - Rebecca Cool

FUTURE TRUSTEE MEETINGS AND EVENTS

Discover Tour: Ira Valley 1810-1910	September 7, 2025, 1pm	Hale Farm and Village parking lot
Appearance Review Commission	September 8, 2025, 5pm	Trustee Meeting Room
Board of Trustees Meeting	September 8, 2025, 6:30pm	Trustee Meeting Room
Heritage Corridors of Bath	September 10, 2025, 4:30pm	Trustee Conference Room
Zoning Commission	September 11, 2025, 6pm	Trustee Meeting Room
Water and Sewer District Board	September 15, 2025, 6pm	Trustee Conference Room
Board of Zoning appeals	September 16, 2025, 7pm	Trustee Meeting Room
Heritage Corridors of Bath Barn Social	September 17, 2025, 6-8pm	Shade Tree Farm
Park Board	September 18, 2025, 6pm	Trustee Meeting Room
Board of Trustees Meeting	September 22, 2025, 4pm	Trustee Meeting Room

*A full list of events and meetings is posted to www.bathtownship.org and updated weekly.

CITIZENS’ COMMENTS

Citizens must be recognized by the President of the Board of Trustees prior to speaking.
Citizens will identify themselves by name and address.
Citizens’ comments will be limited to 5 minutes each.
Citizens’ comments must be addressed to the Board.
A citizen is called out of order twice. He or she will then be asked to leave.

THANK YOU FOR ATTENDING / ADJOURNMENT

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000676	08/25/2025	00468	WICHERT INSURANCE SERVICES INC	ACH VENDOR PAY	\$165,570.00
000000677	08/25/2025	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$1,496.69
000000678	08/25/2025	00267	HALL PUBLIC SAFETY CO	ACH VENDOR PAY	\$1,326.80
000000679	08/25/2025	01975	STAPLES BUSINESS ADVANTAGE	ACH VENDOR PAY	\$137.60
000000680	08/25/2025	02361	THE SOURCE INDUSTRIES	ACH VENDOR PAY	\$154.00
000000681	08/25/2025	02992	MIHALIK, MATTHEW	ACH VENDOR PAY	\$127.62
000000682	08/25/2025	bain enterprises	BAIN ENTERPRISES	ACH VENDOR PAY	\$177.50
000000683	08/25/2025	red wing	RED WING BUSINESS ADVANTAGE AC	ACH VENDOR PAY	\$400.00
000000684	08/25/2025	00329	INDEPENDENCE OFFICE & BUSINESS S	ACH VENDOR PAY	\$228.28
000000685	08/25/2025	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$5,358.11
000000686	08/25/2025	00836	GENERATOR SYSTEMS LLC	ACH VENDOR PAY	\$290.29
000000687	08/25/2025	02145	J.A.N. SERVICE INDUSTRIES INC	ACH VENDOR PAY	\$3,352.00
000000688	08/25/2025	02214	SOUTHEASTERN EQUIP CO, INC	ACH VENDOR PAY	\$32.98
000000689	08/25/2025	02536	SHELLY MATERIALS INC	ACH VENDOR PAY	\$202.79
000000690	08/25/2025	cintas corp #11	CINTAS CORPORATION NO 2	ACH VENDOR PAY	\$977.76
000000691	08/25/2025	00709	ALCO-CHEM INC	ACH VENDOR PAY	\$372.09
000000692	08/25/2025	charter communicati	CHARTER COMMUNICATION - INTERNE	ACH VENDOR PAY	\$1,222.40
000000693	08/25/2025	comdoc inc	COMDOC INC	ACH VENDOR PAY	\$73.15
000000694	08/25/2025	cornell, linda	CORNELL, LINDA	ACH VENDOR PAY	\$190.76
Grand Total:			Number Of Checks: 19		\$181,690.82

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065544	08/25/2025	01142	3R SALES & SERVICE	Checks for 0001	\$68.20
0000065545	08/25/2025	01551	AKRON UNIFORMS	Checks for 0001	\$621.00
0000065546	08/25/2025	02562	ALLIED CORP INC	Checks for 0001	\$4,657.54
0000065547	08/25/2025	02994	AQUA DOC	Checks for 0001	\$360.00
0000065548	08/25/2025	00490	ASAP DOOR COMPANY	Checks for 0001	\$351.00
0000065549	08/25/2025	911 Lease	AT&T	Checks for 0001	\$2,000.00
0000065550	08/25/2025	construction & remodel	CONSTRUCTION & REMODELING EXPE	Checks for 0001	\$7,200.00
0000065551	08/25/2025	electric time	ELECTRIC TIME COMPANY INC	Checks for 0001	\$1,059.00
0000065552	08/25/2025	genuine parts compa	GENUINE PARTS COMPANY INC	Checks for 0001	\$640.44
0000065553	08/25/2025	01236	GOODYEAR TRUCK & TIRE CENTER	Checks for 0001	\$4,254.47
0000065554	08/25/2025	00794	GVS SAFETY SUPPLIES INC	Checks for 0001	\$2,982.10
0000065555	08/25/2025	01748	HARTMAN, DONALD	Checks for 0001	\$8,150.00
0000065556	08/25/2025	maureen katanic	KATANIC, MAUREEN G.	Checks for 0001	\$288.89
0000065557	08/25/2025	miller roofing & exteri	MILLER ROOFING & EXTERIORS	Checks for 0001	\$662.00
0000065558	08/25/2025	00747	O R COLAN ASSOCIATES, LLC	Checks for 0001	\$940.00
0000065559	08/25/2025	00528	OHIO FIRE CHIEFS ASSOC	Checks for 0001	\$200.00
0000065560	08/25/2025	state of ohio oh st hig	OHIO STATE HIGHWAY PATROL	Checks for 0001	\$600.00
0000065561	08/25/2025	RUMPKE WASTE &	RUMPKE OF NORTHERN OHIO INC	Checks for 0001	\$78.20
0000065562	08/25/2025	PROFORMA	PROFORMA SOLUTION VENTURES	Checks for 0001	\$116.49
0000065563	08/25/2025	02139	STERICYCLE INC	Checks for 0001	\$658.59
0000065564	08/25/2025	treas of state of ohio	TREASURER OF STATE OF OHIO	Checks for 0001	\$600.00
0000065565	08/25/2025	02986	TSI INCORPORATED	Checks for 0001	\$3,805.00
0000065566	08/25/2025	00127	UMINA, ANTHONY	Checks for 0001	\$1,600.00
0000065567	08/25/2025	01420	UNITED RENTALS	Checks for 0001	\$190.00
0000065568	08/25/2025	00950	VERMEER SALES & SERVICE	Checks for 0001	\$212.66
Grand Total:			Number Of Checks: 25		\$42,295.58

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000788	08/25/2025	00015	OHIO EDISON	EFT for 0001-TRUST	\$1,267.26
000000789	08/25/2025	00718	HUNTINGTON MASTERCARD	EFT for 0001-TRUST	\$3,371.61
Grand Total:			Number Of Checks: 2		\$4,638.87

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
8.14.25	Doug Wenger	Bath Community Park renovations / tennis / pickleball	Township Trustees
8.7.25	Randall Mitchell	Bath hill park	Trustee Goodrich

Chief of Police Report
August 25, 2025

Recommendations:

Approve Resolution 2025-31 to apply for the Bath Community Fund grant for the purchase of software in connection with accident investigation/ reconstruction utilizing drone data collected at a scene. The amount to be requested is \$4750.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 25th DAY OF AUGUST 2025, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 P.M. IN BATH TOWNSHIP, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ introduced the following resolution and moved its adoption:

**BATH TOWNSHIP RESOLUTION 2025-31
TO APPLY FOR THE BATH COMMUNITY FUND GRANT**

WHEREAS, the Bath Community Fund (BCF) carries out volunteer service in the local community and raises funds to improve the lives of residents in the Bath Township area, and;

WHEREAS, BCF has been supporting the community through contributions since 2016, and;

WHEREAS, BCF has monies available as a grant to be used for applicable projects in the community, and;

WHEREAS, the Bath Township Board of Trustees desires financial assistance for the Bath Township Police Department to purchase software in connection with accident investigation/reconstruction utilizing drone data collected at a scene;

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

1. Approves the filing of an application to the Bath Community Fund; and
2. Susan Bartlett, Administrative Assistant, is hereby authorized and directed to execute and file an application and to provide all information and documentation required to become eligible for possible funding assistance; and
3. Bath Township has obligated the funds required to satisfactorily complete the proposed project and become eligible under the terms and conditions of the grant program.

FURTHER, that the Fiscal Officer be directed to use Special Revenue Fund 685 and if the grant is awarded, to amend the 2025 Certificate of Estimated Resources and the Permanent Appropriations to reflect the new revenue and expenses.

_____ seconded the resolution and discussion was held.

The Fiscal Officer called the Roll:

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

Resolution

Laura Tuttle
Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

August 25, 2025
Date

Sharon A. Troike, Vice-Pres.
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 August 25, 2025.

August 25, 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

Recommendations:

1. Recommendation to remove Part Time Firefighter/Paramedic Brycen Neuhauser from probationary status effective September 3, 2025.
2. Recommendation to accept the resignation of Full Time Firefighter/Paramedic Rachel Rexroad effective August 28, 2025.
3. Recommendation to post internally for a Full Time Firefighter/Paramedic position on August 26, 2025 for a period of 8 days.

Rachel Rexroad
1889 Bender Lane
Copley, OH 44321
RRexroad302@gmail.com
330-635-2903
8/13/2025

Chief Rob Campbell
Bath Township Fire Department
3864 West Bath Road
Akron, OH 44333

Subject: Resignation from Firefighter Paramedic

Dear Chief Campbell,,

I am writing to formally submit my resignation from my position as Firefighter Paramedic with the Bath Township Fire Department, effective

Thursday August 28th 2025

Serving as part of this department has been one of the greatest honors of my career. I am proud to have worked alongside the individuals committed to protecting our community. The skills, knowledge, and experiences I have gained during my time here will stay with me for life.

This decision was not made lightly, but after careful consideration, I believe it is the right step for me at this time due to a career change. I am available to assist in passing on my responsibilities before my departure.

Thank you for the trust, camaraderie, and opportunities you have given me during my time in the department. I will always hold deep respect for the work we do and the people who do it.

Sincerely,



8/14/25

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 8.25.2025 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:

Recommendation to accept the resignations from the following seasonal employees:
Hunter Woznicki (August 12) and Connor Roose (August 13).

I, Hunter Woznick: hereby resign from my
Position of a part-time (seasonal) worker due to
School/College.

8/12/25

I really appreciate this working environment and
opportunity, I've been gifted,

s.s.
You all are great to work with and great people!

Hunter Woznick
Hunter Woznick:

I, Connor Roose would like to resign from position as a seasonal worker for bath township. I am resigning as I return to school full time.

Signature: Connor Roose Date: 8/13/2025

BATH PARKS DIRECTOR Jeff France

AGENDA FOR THE TRUSTEE MEETING 8.25.2025

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 contract with North Coast Geomatics for boundary survey work at Bath Hills Park in the amount of \$2,250.00.

Recommendation to contract with EDG for professional services related to the parking lot expansion, stormwater management, and site planning at Bath Community Park in the amount of \$38,850.



NORTH COAST GEOMATICS

PROPOSAL

Eric S. Jackson & David W. Grant
Professional Surveyors

ejackson@northcoastgeo.com (330) 760-0613

dgrant@northcoastgeo.com (614) 519-3611

DATE
2025-08-21

667 Sunridge Rd
Fairlawn, OH 44333-3277
northcoastgeo.com

PROPOSAL FOR:

Bath Township
Vito Sinopoli
3864 W Bath Rd
Akron, OH 44333
(330) 608-8652
vsinopoli@bathtownship.org

Project Address: 763 Revere Rd Bath, OH 44333
Project Type: Boundary Survey
Overall Price Quote: \$2,250

Dear Vito:

We are pleased to submit this Agreement to perform professional Services in connection with the above referenced Project.

North Coast Geomatics, referred to below as the "Consultant," will perform professional Services for Bath Township, referred to below as the "Client".

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant's understanding that the nature of the Project is described in the Scope of Services below and will include the preparation of a Boundary Survey of about 12.1± acres.

The location of the Project is 763 Revere Rd Bath, OH 44333, referred to below as the "Site".

II. CLIENT RESPONSIBILITIES

Client is responsible for providing the following information or other items to Consultant. Delays in

providing, or omissions in, such information or items will likely result in a delay in providing the survey. Consultant may use such information in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The information and other items to be provided by Client, or other consultants acting on behalf of Client, are:

- Providing Consultant with lawful access to the Site.

III. SCOPE OF SERVICES

A. Basic Services

Consultant will perform the following phases of Basic Services:

- Boundary Survey of the aforementioned Site in accordance with the Minimum Standards for Boundary Surveys in the State of Ohio, Chapter 4733-37 of the Ohio Administrative Code

B. Exclusions And Additional Services

The Scope and Fee for Basic Services are based on information provided by Client. If Project parameters or field conditions vary significantly or if unforeseen circumstances arise, such changes will likely result in Additional Services.

The Services being provided within the Fee for Basic Services are only those which are expressly set forth in this Agreement. All other Services are Additional Services. Additional Services will be provided only if authorized by Client. Authorization may be made by any reasonable means including email.

IV. SCHEDULE

A Preliminary Survey will be delivered within 20 business days from when the Consultant receives approval to proceed from the Client.

Client agrees and acknowledges that the approval process necessary to maintain a project timeline is both unpredictable and outside of the Consultant's control. Consequently, Surveyor makes no representations as to its ability to timely achieve or obtain, or to obtain, said permits or approvals from any governing authority or outside agency.

V. FEES AND EXPENSES

A. Fees For Basic Services

The Fee specified is based on Consultant providing all of the Services included in Basic Services. If the Client desires Consultant to perform some, but not all, of the Services included in Basic Services, then the Fee for individual phases may increase. The revised Fee will be negotiated separately.

The Fee specified is based on Consultant performing the Basic Services in a logical and efficient sequence. If Client directs a different sequence of Services, such revised sequence will likely require Additional Services and may impact the Schedule of the Project including regulatory review and approvals. Consultant shall not

be responsible for any increased costs or delay in the Project resulting from Client's decision to alter the sequence.

- Boundary Survey: \$2,250

B. Fees for Additional Services

All Additional Services will be paid in addition to the Total Fee.

C. Fee Protection

The Fee shall remain in effect for Services provided within six months of the date this Agreement was issued.

D. Billing

Consultant will bill Client once the preliminary survey has been provided.

All invoices are due and payable within 30 days of receipt.

Consultant reserves the right to charge interest at 1.5% per month on the unpaid balance of any invoice beginning on the 31st day after the date of the invoice. Consultant also reserves the right to suspend or terminate Services on all of Client's Projects if any balance remains unpaid for more than 30 days after the date of the invoice. If Client is or has been delinquent in its payments, Consultant reserves the right to require payment prior to the commencement of additional work. Consultant shall not be liable to Client for any costs or damages or any impact on Project Schedule that may result from Consultant's suspension of services due to Client's nonpayment. If Consultant resumes services after all invoices have been paid, the schedule and compensation may be equitably adjusted to reflect any delays or additional costs caused by such suspension of services. Continuation of service is not a waiver of Consultant's right to collect all sums due and is not a waiver of Consultant's right to suspend or terminate Services at a later time. The suspension or termination of Services shall be without further obligation or liability from Consultant to the Client but shall not relieve the Client of the obligation to pay for Services performed by Consultant through the date of termination. Consultant reserves the right to withhold any deliverables until Client has paid in full. If Consultant engages an attorney or collection agency to collect any unpaid balances, Ohio law will apply and the Client shall be responsible for all costs, expenses, attorney fees for outside and in-house counsel and collection fees incurred by Consultant in the collection of any unpaid balances.

VI. TERMS & CONDITIONS

No additional terms or conditions, or Consultant Contract Provisions at the time of this Agreement.

VII. CLOSING STATEMENT

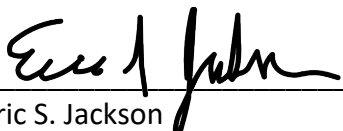
If this Agreement along with the attached Consultant Contract Provisions (if any) are agreeable, please indicate your acceptance by signing on the attached acceptance form, and by returning an executed PDF by email. An electronic signature shall be binding to the same extent as an original. Any changes to this Agreement must be initialed by both parties to be binding.

After we receive the executed PDF from you, we will execute both to make it a binding Agreement and return one fully executed PDF to you.

We look forward to participating in the successful realization of this Project.

Very truly yours,

NORTH COAST GEOMATICS

By: 
Eric S. Jackson
Professional Surveyor

[Execution signatures on following page]

ACCEPTED AND AGREED

**CLIENT
BATH TOWNSHIP**

By: _____

Date: _____

Printed Name: _____

Title: _____

**CONSULTANT
NORTH COAST GEOMATICS**

By:  _____

Date: 2025-08-21

Printed Name: Eric S. Jackson

Title: Surveyor



1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

August 22, 2025

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

RE: Bath Community Park – Phase 1 Expansion
Environmental Design Group No. 24-00656-02P

Dear Bill,

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

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

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

Sincerely,

Jeremy Ousley, PE
jousley@envdesigngroup.com | D: 330.248.7138
Associate Director

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

Enclosures:
Exhibit A: Scope of Services, Fee, & Assumptions
Exhibit B: Contract
Exhibit C: Fee Schedule



PROJECT UNDERSTANDING

The project site is Bath Community Park on North Cleveland-Massillon Road in Bath Township. Our proposed scope of services is outlined below, and we have also included a list of assumptions and exclusions that will help clarify the intended scope of work, both for you and for Environmental Design Group.

It is our understanding that we will provide site civil engineering and site improvement design services to a 30% design level, along with surveying services and ecological services for the development of the additional asphalt parking lot, site stormwater management, and connecting walkways. The proposed parking lot expansion on the east side of the developed site is intended to enhance vehicular circulation and increase parking capacity. The new drive connector will incorporate designated bus parking, stormwater management facilities, a screened pad for a future portable restroom facility, potential trail nodes, and improved trail and pathway connections.

We will coordinate with the Client to locate and provide pedestrian circulation to and around the parking lot expansion. Existing trail connectors will be rerouted to provide adequate connection opportunities with a central drive crossing to minimize interaction with vehicular traffic.

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

Site topographic survey, along with environmental and ecological services, are being included to further develop the design of the parking expansion. Geotechnical soil investigations are also recommended to assess the surface and subsurface soil to determine if structural fill will be required on site and to design required pavement thicknesses. This can be provided by a local industry professional.

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

SCOPE OF SERVICES

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

Task 1a – Topographic Survey

Environmental Design Group will perform a topographic survey showing all existing features within the project area. The topographic survey will encompass enough spot grades to show watershed, at one (1) foot contours of the project area.

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

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

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

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



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

Task 1b – Wetland and Surface Waters Delineation & Report

Environmental Design Group will conduct a wetland and surface waters wetland delineation within an approximately 8.5-acre area located at Bath Community Center Shelter property east of N. Cleveland Massillon Road and north of Shade Road in Akron, Summit County, Ohio. The purpose of the delineation is to identify and determine the existence and extent of wetlands and other surface waters that may be subject to regulation under Sections 401 and 404 of the Federal Clean Water Act (CWA 1987, as amended) and/or the Ohio Isolated Wetland Permit Program.

Prior to conducting a field visit, Environmental Design Group will review existing pertinent published data to get an indication of where wetlands and other surface waters are likely to occur on the property. Background information to be reviewed includes aerial photographs, U.S. Geological Survey (USGS) topographic maps, the U.S. Fish and Wildlife (USFWS) National Wetland Inventory, the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), Summit County Environmental Wetland Map, and the County Soil Survey and hydric soils list.

During the field visit, wetlands will be delineated according to methods specified in the USACE 1987 *Corps of Engineers Wetlands Delineation Manual* and the appropriate 2012 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual*. Potential wetland areas will be investigated using the USACE approach of assessing soils, vegetation, and hydrology. Findings will be documented on USACE Wetland Determination Forms. Environmental Design Group will assess areas determined to be wetlands, per USACE criteria, using the Ohio EPA *Ohio Rapid Assessment Method for Wetlands 5.0* (ORAM) Manual, and prepare the Ohio EPA's 10-page ORAM scoring sheets to determine the provisional wetland Category. Additionally, an Environmental Review request will be submitted to the Ohio Department of Natural Resources (ODNR) regarding potentially occurring Rare, Threatened, and Endangered (RTE) wildlife and plant species in the project vicinity, which is required to complete the ORAM scoring sheets. Forested areas will be reviewed for potential roosting habitat.

Other surface waters, which may include ponds, lakes, streams, or ditches, will be identified based upon visual morphological characteristics. Streams identified in the Study Area will be assessed using either the Headwater Habitat Evaluation Index (HHEI) per Ohio EPA's *Field Methods for Evaluating Primary Headwater in Ohio, Version 4.1*, dated May 2020, or the *Methods for Assessing Habitat in Flowing Waters: Using the Qualitative Habitat Evaluation Index (QHEI)*, depending on drainage area.

Wetland boundaries and stream centerlines will be mapped using a portable Global Positioning System (GPS) unit with sub-meter accuracy. GPS data will be entered into a Geographical Information System (GIS) for the production of a map illustrating wetland and stream locations and wetland determination data points. Wetlands and other surface waters on the parcel will be photographed.

The results of the wetland and surface waters delineation will be presented in a report documenting the wetlands and surface waters within the parcels. The report will include a summary of the published data review, a written description of wetlands and other surface waters present, a map of wetlands and other surface waters, a photograph log and photograph key map, and completed field data forms. The report will include a professional opinion on the jurisdictional (non-isolated) status of on-site wetlands and other surface waters based upon jurisdictional guidance in effect at the time of the report issuance.



Task 2 – 30% Site Design

- A. Coordinate with the Client for schedule, phasing of work, overlapping responsibilities, meetings, and the like.
- B. Attend a kick-off meeting to discuss the project scope and schedule. A total of one (1) in-person meeting is budgeted for this task.
- C. Review site-related City, County, and State permit and design requirements and procedures.
- D. Using the Bath Community Park Master Plan developed with the Township leadership and trustees, develop site design to a 30% level incorporating the parking expansion at the east end of the existing sport fields, the stormwater management required for the parking addition, and, as necessary, to alleviate current drainage concerns. A parking lot expansion will also be included at the tennis/pickleball court area, along with a tiered seating solution between the existing courts.
- E. Using the topographic survey provided to conduct site grading to a 30% level of design, establishing the anticipated drive and parking lot slopes, location(s) of storm drainage structures, and location of stormwater management basin(s).
- F. Review soils report and pavement designs prepared by the Geotechnical Engineer to determine their significance to the design.
- G. Prepare a site utility plan, including the location and alignment of underground storm sewer piping, along with any required above-ground structures.
- H. Perform stormwater management calculation, provide design of stormwater management facilities to a 30% design level.
- I. Prepare 30% level construction design drawings for the proposed Site Improvements. Anticipated plans include the following:
 - 1. Title Sheet
 - 2. Existing Conditions Plan
 - 3. Demolition Plan
 - 4. Overall Site Layout Plan
 - 5. Enlargement Site Layout Plan(s)
 - 6. Overall Site Grading Plan
 - 7. Enlargement Site Grading Plan(s)
 - 8. Overall Site Utility Plan
 - 9. Enlargement Site Utility Plan(s)
 - 10. Overall Site Seeding Plan
 - 11. Construction Details
- J. Environmental Design Group will provide an Opinion of Probable Construction Cost (OPCC) for this project at a 30% design level.
- K. Attend review and coordination meetings with the Client to review 30% submittal plans. A total of two (2) in-person meetings are budgeted for this task.

Task 3 – Additional Meetings, Site Visits, and Agency Coordination (If Authorized)

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



PROJECT QUOTATION

Environmental Design Group will invoice for the described professional services on a time-and-expense basis. These services and related expenses will be billed at the hourly and reimbursable rates in effect at the time the work is completed. The estimated fee summary for these professional services is listed below:

Task 1 – Site Investigation

- Task 1a - Topographic Survey \$ 8,000.00
- Task 1b - Wetland and Surface Waters Delineation & Report \$ 6,900.00

Task 2 – 30% Site Design	\$23,950.00
Total:	\$38,850.00

If Authorized Items

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

Task 3 – Additional Meetings, Site Visits, and Agency Coordination T&M ____ initial if authorized

Environmental Design Group will invoice for the described professional services on a time-and-expense basis. These services and related expenses will be billed at the hourly and reimbursable rates in effect at the time the work is completed. Please refer to Exhibits C for Environmental Design Group's current hourly and reimbursable rates.

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



ASSUMPTIONS AND EXCLUSIONS

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

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



15. The scope assumes that the wetland delineation will be conducted during the growing season, which varies annually but is generally mid-April to mid-October in Ohio. If the field visit to delineate wetlands and other surface waters is conducted outside of the growing season, a follow-up visit during the growing season to confirm wetland boundaries may be necessary, depending on site conditions, type of vegetative communities encountered, and weather conditions at the time of the original site visit. If a follow-up site visit is required to confirm wetland boundaries, this will be performed as an additional service.
16. The site visit cannot be conducted when there is snow cover. Inclement weather may affect the schedule and estimated completion date stated in the scope of services.
17. The scope does not include additional data collection to determine wetland or stream quality other than ORAM, HHEI, and/or QHEI.
18. The scope includes the submittal of a request to ODNR for a Natural Heritage Database Review, which is required to complete ORAM scoring sheets. It does not include the preparation of permit applications or any other coordination with state, Federal, and/or local resource agencies or permitting agencies. Environmental Design Group would be happy to prepare a separate proposal for permitting services at a later date.
19. The findings of the wetland and surface waters report, and the regulatory status of identified features, are considered provisional until verified by the USACE, which is typically completed during the Jurisdictional Determination process. The scope does not include the preparation of the submittal of a Jurisdictional Determination request to USACE.
20. The report will include a professional opinion on the category/quality of on-site wetlands and other surface waters based upon ORAM and visual observations made during the site visit. However, the category/quality of wetlands and surface waters is determined by the Ohio EPA, which is generally conducted during the waterway permitting process. The scope does not include the preparation of the submittal of an ORAM verification request or waterway permit application.
21. The scope does not include Federal or State endangered, threatened, or rare species surveys, other species surveys, mussel surveys, or habitat surveys.
22. Changes to the Study Area after the acceptance of the proposal will require an amendment to this proposal.
23. ALTA/ACSM Land Title Surveys, if included in the proposal, will meet the 2021 Minimum Standard Detail Requirements as adopted by the American Land Title Association and the National Society of Professional Surveyors and will include specifically designated portions of Table A of the ALTA standards.
24. Environmental Design Group will indicate the locations of subterranean structures (pipes, tanks, telephone cables, field tiles, etc.) on the project plans only to the accuracy and extent provided by the owners of the facilities, either by plans or markings in the field. Environmental Design Group is not responsible for such structures that are not brought to Environmental Design Group's attention or correctly shown on the plans of affected utilities provided to Environmental Design Group by the owners of such utilities. Should actual locations or depths of such subterranean structures be required, the costs of physically locating or exposing such structures are the responsibility of the Client.
25. We will be utilizing third-party data from county, state, federal, and other sources. Typically, these will be combined through a GIS-based system to create our base maps. The degree of accuracy of this data (such as parcels, topography, road right-of-way, etc.) can be imperfect and/or sometimes unknown. Any information presented in this study should be further verified with more accurate evaluations (such as wetland delineations, boundary and topographic surveys, etc.).
26. Inclement weather may affect the schedule and estimated completion date stated in the scope of services.
27. Environmental Design Group's services, as contained herein, are without the benefit of a title commitment or opinion. Although Environmental Design Group is not an expert in title opinions, Environmental Design Group could examine the title commitment or opinion, if requested, for possible utilities, easements, or conditions that could affect the development.
28. Client is responsible for all preconstruction conference notifications and coordination with utility companies and contractors, including coordinating the design of electric, cable, telephone, and gas by the utilities themselves or others.
29. Environmental Design Group will strive to design the overall site grading for an earthwork balance, but site conditions or other variables may prevent balanced earthwork. Therefore, no assurance of balance can be given.
30. Since a topographic or utility survey was not available when this proposal was prepared, it is assumed that all appropriate public utilities are available at the site in sufficient capacity to support the proposed development. These would include, but are not limited to, water, sanitary sewer, and a positive outfall for stormwater discharge.
31. This proposal does not include the design of any offsite roadway or utility improvements. Any offsite studies, investigations, and/or design drawings that may be required will be done under a separate, authorized contract.



EXHIBIT A

Scope of Services, Fee, Assumptions
Bath Community Park – Phase 1 Expansion
24-00656-02P
August 22, 2025
Page 7

32. This proposal is based upon preparing a single set of construction documents. If the project is broken into phases requiring multiple sets of construction documents, preparation of the subsequent sets will result in additional charges to the Client for these services.
33. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
34. Any revisions to the conceptual site plan that served as the basis for the scope of services in this proposal after final engineering has begun may result in additional costs that will be billed on a time and material basis.
35. Site retaining walls or earth soil retention systems over four (4) feet in height require special structural engineering services that are not included in our scope of services.
36. Unless services related to rezoning have been specifically included in the proposal, it is assumed that this site is properly zoned for the development that the Client proposes. The Client and/or his attorney are responsible for resolving any issues related to the zoning status that may surface. This includes submittals, exhibits, or meetings required by neighborhood or overall development commissions. Environmental Design Group will provide these services, if requested, under a separate authorized contract.



STANDARD PROVISIONS OF AGREEMENT (CONTRACT)

This Contract between Bath Township (Client) and Environmental Design Group, an Ohio limited liability company (“CONSULTANT”), is effective as of August 22, 2025. The parties agree as follows:

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



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

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



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

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

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

20. Limits of Liability shall be as specified below:

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

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



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

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

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

30. SPECIAL TERMS AND CONDITIONS

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

Modification #	Modification Description



1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

EXHIBIT C STANDARD FEE SCHEDULE FY 2025

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

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

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

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

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

Vehicle - \$69.00 per business day.



1200 E. Market Street
Suite 780
Akron, OH 44305

Cleveland • Columbus
Mason • Newark

EXHIBIT C
STANDARD REIMBURSABLE SCHEDULE
FY 2025

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



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: August 25, 2025
Re: Administrator's Report – 8/25/25

REPORT:

- Bath Township will be hosting a free guided Discover Tour on Sunday September 7th at 1 pm. The tour will cover the history of the Ira Valley from 1810-1910. There will be 3 tour options to select from including hiking, biking, or hayride. Participants are encouraged to register early at bathtownship.recdesk.com.

RECOMMENDATIONS:

1. Recommendation to enter into a 3-year contract with TextMyGov for citizen communication services.
2. Recommendation to enter into a contract with Wertz Geotechnical Engineering for engineering services at 1615 N. Cleveland Massillon Rd.
3. Recommendation to enter into a Community Partnership Funding Agreement with Summit County Storm Water Management District.
4. Recommendation to approve the donation of 24 books titles Stone Barns of American by Robert Kroeger to aid in Discover Bath's Barns Subcommittee's mission of heritage preservation.
5. Resolution 2025-32 Local Share Increase for Overage on the Cleveland Massillon Sidewalk Project **Roll Call**

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Agreement

Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, ***97% of smartphone owners text regularly.***

The technology analysts at Compuware reported ***that 80 to 90% of all downloaded apps are only used once and then eventually deleted*** by users.

TextMyGov Solutions

Communicate, Engage, Boost Website Traffic, Track and Work.



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

- After the execution of the Agreement Confirmation page, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

This quote represents a subscription to TextMyGov with an annual recurring charge for an initial period of Three-Years. The agreement is set to automatically renew on the anniversary date of this agreement, after the Initial Term. Support and service fees may increase following the Initial Term but will increase no more than 5% per year. See below for package price and other details.

Terms and conditions can be printed and attached as Exhibit A or viewed at www.TextMyGov.com/terms

Prepared for:
 Bath Township (Summit County)
 3864 W. Bath Road, Akron, OH 44333
 Kasha Brackett kbrackett@bathtownship.org

Prepared by:
Kitt Jackson
 Account Executive
 P.O. Box 3784
 Logan, UT 84323

Package	Package Price	Billing
TextMyGov- Standard	\$8,000.00	Annual
TextMyGov- Database	Waived	
TextMyGov- Voice Calls	\$500.00	
TextMyGov- NWS Integration	\$500.00	
Standard Package includes:		
<ul style="list-style-type: none"> • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 150,000 Text Messages per year 		
Implementation/Setup Fee (iWorQ Discount Applied)	\$1,000.00 (\$4,500.00)	One Time
Total (First Year):	\$10,000.00	First Year
Total (Ongoing):	\$9,000.00	Annual

Notes:

1. *This is a Three-Year Agreement. Either party may terminate this agreement at the end of the Initial Term by providing the other party with written notice of termination at least sixty (60) days prior to the expiration of the Initial Term. If Customer terminates the agreement the remaining balance for the Initial Term, if any, will become immediately due and payable. After the Initial Term, this agreement will automatically renew for successive one (1) year terms ("Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days before the expiration of the then-current term. Should Customer terminate the agreement within the sixty-day period before the expiration of the Initial Term or any Renewal Term, Customer will be obligated to pay the total balance due for the subsequent Renewal Term.*
2. *Customer will send invoice on an annual basis. Invoices will be sent by mail and email to the addresses listed on the Agreement Confirmation page of this agreement. Payment is due within 30 days from the date of the invoice.*
3. *Customer is required to put Text My Gov widget on the Agency's Web Home page.*
4. *This agreement must be signed and returned by .*
5. *Customer is authorized to enter into this agreement and by signing the Agreement Confirmation, agrees to all terms herein and all Terms and conditions listed above.*
6. *Customer is required to provide copy of W-9*

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

<p>Premium Package</p> <ul style="list-style-type: none"> • <u>Enhanced Media Care Package</u> • Citizen Surveys <ul style="list-style-type: none"> ○ The Citizen Surveys add-on allows municipalities to collect feedback from residents via SMS, Email, or Social Media. This feature enables automated survey distribution, real-time response tracking, and data insights to enhance community engagement. • Facebook Integration 	Price based on Population	Annual
<p>Additional Storage – Each unit of storage contains an additional 100 GB.</p>	\$250	Annual
<p>Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)</p>	Price based on amount of text messages	Annual
<p>Database</p> <ul style="list-style-type: none"> • Database of your local residence to improve citizen engagement. • Database might have been quoted in the original quote. See your package breakdown for details. 	Price is based on population. See Account Executive for details.	

Agreement Confirmation

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

Billing Information

(Invoices for the amount will be sent two weeks after signature with net 30 days. Invoices will be sent from an iWorQ email address)

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9)

Agreement Signature

Name:

Title:

Date:

Signature:

Widget Contact

Name:

Title:

Email:

Phone:

*This person is responsible for placing the TextMyGov widget (see options- [TextMyGov/Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time.)

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

I confirm that my nominated authorized representatives agree to be contacted by Twilio.

****Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. ****



August 21, 2025

Bath Township
3864 W. Bath Rd.
Akron, Ohio 44333

Attention: Mr. Vito Sinopoli - Administrator/Chief of Police

SUBJECT: Bath Community Park Geotechnical – Bath Township, Summit County, Ohio

Chief Sinopoli:

We are pleased to submit the following cost estimate for drilling and geotechnical engineering services to be provided on the subject project as detailed below.

PROJECT UNDERSTANDING

A pavement addition is proposed at the Bath Community Park, located at 1615 N. Cleveland-Massillon Road in Bath Township, Summit County. A tennis/pickleball parking lot is proposed in the western region of the park, and a east side drive and parking lot are proposed in the eastern region of the park. Four (4) boring locations were provided on the Master Plan figure.

The western project area includes an area of open grass and a heavily treed area. The soil boring will be performed within the grass area. Existing grade elevations range from approximately 1042 to 1050 feet. The eastern project area is heavily treed. Minor clearing may be required to access the test locations. No large trees will be removed. Existing grade elevations range from approximately 1075 to 1103 feet.

Proposed borings are summarized as follows:

Boring ID / Location	Boring Depth	Note
B-1 (tennis parking lot)	10 feet	-
B-2 (east side drive)	10 feet	-
B-3 (eastern parking lot)	10 feet	-
B-4 (eastern parking lot)	10 feet	-
B-5 (eastern parking lot)	20 feet	Possible Grade Cut

The purpose of the subsurface evaluation is to provide recommendations for design of pavements and earthwork.

SCOPE OF SERVICES

1. Perform the following:
 - Five (5) test borings from 10 to 20 feet depth or rock refusal.
 - Standard penetration sampling will be performed in accordance with current ASTM standards.
2. Test locations will be field staked by our personnel.
3. Utilities will be cleared through OUPS.
4. Lab testing under the direction of the geotechnical engineer in charge of the project.
5. Digital soil borings and test location plan.
6. Geotechnical Report for the proposed pavements.
7. **CONTINGENCY:** If necessary, a mini-excavator will be used for minor clearing to provide drill rig access to test locations.

ESTIMATED FEES

Drilling Crew (1 day, 5 borings)	Lump Sum.....	\$	1,900.00
Boring Layout, Project Prep, OUPS.....	Lump Sum.....		300.00
Laboratory Testing.....	Budget.....		300.00
Moisture Contents.....	\$8/ea		
Atterberg Limits.....	\$90/ea		
Organic Content.....	\$60/ea		
Sulfate Testing.....	\$120/ea		
Visual ID, Desktop Review, and Log Prep-Geologist....	Lump Sum.....		200.00
Engineering Analysis & Report.....	Lump Sum.....		1,600.00
		COST ESTIMATE	\$ 4,300.00
CONTINGENCY:			
Minor Clearing w/ Mini-Excavator for Rig Access.....	Budget @ ½ day.....	\$	600.00

The standard of care for all professional engineering and related services performed or furnished by an engineer under this agreement will be the care and skill ordinarily used by members of engineer’s profession practicing under similar circumstances at the same time and in the same locality.

Thank you for the opportunity to provide a proposal to you on this project. Please sign below and return or notify us in writing if this proposal is acceptable.

Respectfully submitted,



Kelly Luecke, P.E.

Project Manager



Leroy D. Wertz, P.E.

Senior Project Engineer/ President

Agreed to by: _____ Date: _____

**County of Summit
Surface Water Management District
Community Partnership Program Agreement**

This Agreement shall govern the distribution and allowable use of funds collected by the County of Summit, Surface Water Management District (SWMD) (“Grantor”), to be distributed to participating Political Subdivisions as set forth in Summit County Codified Ordinance Section 942.05(e). Such distribution and use shall hereafter be referred to as the Community Partnership Program (the “Program”). Such funds shall be distributed by the Summit County Executive as set forth in Summit County Codified Ordinance Section 942.07.

This agreement is made this ____ day of _____, 2025 by and between the County of Summit, with its primary place of business at 175 S. Main Street, Akron, Ohio 44308 and:

Community (“Grantee”): Bath Township
Grantee Address: 3864 West Bath Road, Akron OH 44333
Grantee Contact Name: Vito Sinopoli, Administrator
Grantee Contact Phone: 330.666.4007
Grantee Contact Email: vsinopoli@BathTownship.org

A. Grantor agrees to the following:

1. Grantor shall deliver to the Grantee, within 45 days of the execution of this Agreement, the Community Partnership Program funding award as determined under Summit County Codified Ordinance Section 942.05. Funds shall be provided to the Grantee by the funds transfer method established between the Grantee and the Summit County Fiscal Office for other tax settlement purposes, or such other method as may be agreed between the Grantor and the Grantee. This funding shall be ongoing unless cancelled by either party. Future funds shall be provided to the Grantee semi-annually based on the tax settlement cycle of the Summit County Fiscal Office and shall be distributed within 45 days of the final settlement of funds received by the SWMD.
2. Grantor shall provide guidance to Grantee for allowable and non-allowable expenditure of funds. Such Guidance is be incorporated into this agreement as set forth in the attached “Community Partnership Fund Overview”, which may be amended from time to time, at the sole discretion of the Grantor.

B. Grantee agrees to the following:

1. Grantee shall only use funds provided under this Program to fund drainage-related projects and activities consistent with Exhibit A, Community Partnership Funding Overview.
2. Grantee shall establish a special revenue fund pursuant to Section 5705.10(D) of the Ohio Revised Code to account for funds received from the Program. Such fund shall be named the “SWMD Community Partnership Program” and shall be appropriated by the legislative body of the Grantee and used to pay for eligible projects and expenses as set forth in the SWMD guidelines.
3. Grantee shall permit the Summit County Department of Internal Audit the right to examine all records and supporting documentation produced by Grantee, evidencing the expenditure of program funds. Expenditure of funds that are determined not to be used for eligible projects may be subject to recoupment by the SWMD from future Program awards.
4. Grantee shall report annually to the SWMD how funds were used throughout the year and indicate the ending fund balance. Such reports shall be provided to the SWMD by February 28 of the following calendar year. Grantee shall maintain records related to Program participation and expenditures consistent with state law.
5. Grantee shall be responsible for maintenance of any projects it undertakes using Program funds, except as may be agreed with the SWMD for jointly funded projects. Future funding under this Program may be used for this purpose.

C. General Terms

1. INTEGRATION. This Program Agreement represents the entire and integrated agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this Agreement.
2. AMENDMENT AND TERMINATION. This Agreement may be amended only in writing and signed by both parties. This Agreement may be amended to achieve additional goals of the parties with the written consent of both parties. Either party may terminate this Agreement for any reason with 30 days written notice to the other party. If the Grantor terminates this Agreement due to noncompliance of Program restrictions by the Grantee, unspent funds held by the Grantee may be required to be refunded to the Grantor.
3. ASSIGNMENT. No party shall assign its rights or delegate its duties under this Agreement without prior written consent of the other parties. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

4. CAPACITY TO EXECUTE. Each party hereby certifies that all actions necessary to execute this Agreement were taken and the person executing this Agreement is authorized to do so and has the power to bind their respective part to the terms and conditions contained herein.

5. REVIEW BY LEGAL COUNSEL. Each party has had the opportunity to review this Agreement with assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in the Agreement is to be construed against the drafting part is not applicable.

6. NO AUTHORITY TO BIND. No party has the power or authority to bind the other party to contracts or other obligations, except as provided herein.

7. SEVERABILITY. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

8. FORCE MAJEURE. No party may be considered in default in the performance of any obligation hereunder, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

9. RESERVATION OF RIGHTS. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

10. NOTICES. Every notice and demand required under the terms of this Agreement shall be in writing and must be sent by email to the following addresses as appropriate. All notices are effective upon receipt. A party may change its address by giving written notice to the other parties.

Notices to the County
Summit County Engineer
Attn: Heidi Swindell

Notices to the Grantee
Bath Township Administrator
Attn: Vito Sinopoli
Email: vsinopoli@BathTownship.org

hswindell@summitengineer.net

Summit County Law Director
Attn: Brian Harnak
bharnak@summitoh.net

11. COMPLIANCE. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

12. ETHICS COMPLIANCE. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Agreement, each party certifies that it is in compliance with these provisions.

13. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

14. FORUM. Any litigation arising under this Agreement must be litigated in the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of that court.

End of Text.

SIGNATURES

By signing below, both parties acknowledge and agree to the terms set forth in this Agreement.

The County

Signature: _____

Name: _____

Title: _____

The Grantee Community

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____



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: James McClellan

Address: 1026 Rambling Way

City: Bath Township State: Oh Zip: 44333

Phone Number: 703.944.4719 Email: macmcclellan@yahoo.com

Complete if the application is on behalf of an entity.

Check box for Anonymous Donations

Name of Entity: Robert Kroeger

Name of Individual making application on behalf of Entity: James McClellan

Phone Number: 703.944.4719 Email: macmcclellan@yahoo.com

Total Financial Donation(s) to Bath Township: \$ 1,039.46

Description of Non-Financial Donation: 24 Books, by Robert Kroeger, "Stone Barns of America"

Date of Donation(s): August 3, 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: Robert donated these books, valued at \$39.95 each, and paid the shipment (\$80.66) to Discover Bath Barns Committee. His intent is to aid in the DBB's heritage preservation mission by using his book in future DBB events (gifts or fundraising)

**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:



August 1, 2025

Dr. Robert F. Kroeger
125 Cameo Ct.
Cincinnati 45249

Dear Dr. Kroeger,

On behalf of Discover Bath Barns and the Bath Township Trustees, I extend our heartfelt gratitude for your generous donation of your new book, "*Stone Barns of America*." Your contribution can only enrich our appreciation for the artistry and historical significance of America's barns. As a nationally recognized artist and author, your work continues to inspire and educate, and we are honored to include your publications in our efforts to celebrate and preserve these iconic structures.

Your books will serve as a valuable resource for our visitors, offering insight into the craftsmanship, stories, and cultural heritage that barns represent. They align beautifully with our mission to promote awareness and appreciation of barn architecture, especially within the Bath Community. We are confident that your work will spark curiosity and admiration among readers of all ages, fostering a deeper connection to rural history and artistic expression.

Thank you once again for your thoughtful donation and for your continued dedication to preserving the legacy of America's barns. We look forward to sharing your work with our community and to future opportunities for collaboration. Your generosity and passion are genuinely appreciated.

Warm regards,

A handwritten signature in black ink, appearing to read "James C. McClellan". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

James C. McClellan
President, Discover Bath Barns
1026 Rambling Way, Akron, OH, 44333
macmcclellan@yahoo.com

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 25TH DAY OF AUGUST, 2025 THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION, COMMENCING AT 4:00 PM IN THE TRUSTEES MEETING ROOM AT 3864 W. BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

Mr. Gaffney presented the following Resolution and moved its adoption.

RESOLUTION 2025-32 LOCAL SHARE INCREASE FOR OVERAGE ON THE CLEVELAND MASSILLON SIDEWALK PROJECT

WHEREAS, the Bath Township Trustees have previously entered into an Agreement with the County of Summit and the Ohio Department of Transportation to design and construct a sidewalk along the west side of Cleveland Massillon Rd; and

WHEREAS, the Bath Township Trustees and the Summit County Engineer have entered into a contract with Geauga Highway for construction of the sidewalk; and

WHEREAS, the official Engineer's Estimate for the project was \$512,332.48 with a local match of 20% to Bath Township; and

WHEREAS, Geauga Highway was the lowest and most responsible bid of \$445,246.24; and

WHEREAS, following completion of the work and inspection, it was determined an engineering elevation along the northern limits of the project created a stormwater issue necessitating removal of 200 lineal feet of sidewalk and reconstructing the same; and

WHEREAS, the projected cost of the repair is approximately \$30,000.00 creating a local share increase of approximately \$6,000.00 to Bath Township for the project.

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

1. Approves the Summit County Engineer's recommendation to allow the removal and repair of 200 lineal feet of sidewalk;
2. That Township Administrator Vito F. Sinopoli is hereby authorized and directed to execute and file all information and documentation required for the cost overage;
3. That Bath Township has obligated the funds required to satisfactorily complete the proposed project; and,
4. Pursuant to R.C. 5705.41(D)(1), the Township fiscal officer certifies the amount required under the continuing contract to be performed in whole or in part in an ensuing fiscal year, has been lawfully appropriated for such purpose and is in the treasury of an appropriate fund free from any previous encumbrances.

FURTHER, that the Fiscal Officer be directed to use Special Revenue Fund 314, Permanent Improvements, and to amend the 2025 Certificate of Estimated Resources and the Permanent Appropriations to reflect the new revenue and expenses.

Second by Mrs. Troike, discussion and roll called:

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 August 25, 2025.

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

Resolution Adopted

Laura Tuttle
Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

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

Date: August 25, 2025

Sean F. Gaffney
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 August 25, 2025.