



BOARD OF TRUSTEES MEETING

Monday, September 22nd, 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 2025-01139 through 2025-01156 and payments in the amount of \$109,921.92.
Included in the payments are the following:
 - \$34,092.86 to Geauga Highway for 2025 Regional Pavement Program and Cleveland Massillon Sidewalk Project (Service)
 - \$10,755 to Davey Resource Group for Invasive Vegetation Management (Parks)

Roll Call

2. Recommendation to approve meeting minutes for the August 27th, 2025, Special Meeting.
3. Recommendation to approve meeting minutes for the August 11th, and August 25th, 2025, Regular Meeting.
4. Correspondence log is available for public view.

DEPARTMENT HEADS AND ADMINISTRATORS

Police Chief Vito F. Sinopoli

Report / Recommendations

1. Resolution 2025-33 to apply for the State of Ohio Body-Worn Camera Grant Program, requesting a two-year grant for BWC video and audio cloud storage fees. This is a reimbursement grant. The amount requested is \$22,536. **Roll Call**

Assistant Fire Chief John Rodriguez

Report / Recommendations

Service Director Caine Collins

Report / Recommendations

1. Recommendation to purchase a 2025 Kenworth T480V 5-ton Cab & Chasis from Hissong Kenworth of Richfield for a cost not to exceed \$141,149.76. This purchase is through Sourcewell Cooperative Purchasing.
2. Recommendation to purchase a 5-ton dump body/equipment package from Henderson Products Inc. for a cost not to exceed \$147,925.38. This purchase is through Sourcewell Cooperative Purchasing.

Parks Director Jeff France

Report / Recommendations

1. Recommendation to enter into an agreement with Meyer Design Inc. to install new safe surface area at the Bath Community Park playground expansion, in the amount of \$28,606.00.
2. Recommendation to submit an application with the Ohio Parks and Recreation Association to nominate the Spring into Nature community event for the 2025 OPRA Award of Excellence.
3. Resolution 2025-34 To apply for the Bath Community Fund grant to be used for the purchase of a Cone Spinner for the playground in Bath Community Park. **Roll Call**

Planning Director / Zoning Inspector William Funk

Report / Recommendations

Administrator Vito F. Sinopoli

Report / Recommendations

1. Recommendation to approve the Construction Agreement contract with Hummel Construction Company for the North Fork Preserve Barn Renovation Project.
2. Recommendation to contract with local resident, Renee Flynn with Ohio Art Festival, LLC. for event planning services for the June 6th township celebration of America's 250th Birthday celebration, services not to exceed \$5000.

3. Resolution 2025-35 to Apply to the T-Mobile Hometown Grant Program **Roll Call**
4. Resolution 2025-36 to Apply for the Bath Community Fund grant to be used by the Discover Bath Barns Committee for 2026 committee events. **Roll Call**

TRUSTEES: Elaina Goodrich, Sharon Troike, and Sean Gaffney

COMMUNITY UPDATES

FUTURE TRUSTEE MEETINGS AND EVENTS

Fall into Nature	October 4, 2025, 11-3pm	University of Akron Field Station at Bath Nature Preserve
Appearance Review Commission	October 6, 2025, 5pm	Trustee Meeting Room
Board of Trustees Meeting	October 6, 2025, 6:30pm	Trustee Meeting Room
Zoning Commission	October 9, 2025, 6pm	Trustee Meeting Room
Discover Bath Barns	October 14, 2025, 5pm	Trustee Meeting Room
Board of Trustees Meeting	October 20, 2025, 4pm	Trustee Meeting Room
Water and Sewer District Board Meeting	October 20, 2025, 6pm	Trustee Conference Room
Board of Zoning Appeals	October 21, 2025, 7pm	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
0000000715	09/22/2025	01404	NMJ TECHNOLOGY LLC	ACH VENDOR PAY	\$3,558.15
0000000716	09/22/2025	00623	CLEMANS, NELSON & ASSOC INC	ACH VENDOR PAY	\$180.00
0000000717	09/22/2025	02920	AMAZON CAPITAL SERVICES	ACH VENDOR PAY	\$769.69
0000000718	09/22/2025	00709	ALCO-CHEM INC	ACH VENDOR PAY	\$110.50
0000000719	09/22/2025	01975	STAPLES BUSINESS ADVANTAGE	ACH VENDOR PAY	\$257.99
0000000720	09/22/2025	02362	EQUIFAX INFORMATION SERVICES	ACH VENDOR PAY	\$78.56
0000000721	09/22/2025	00720	DAVEY RESOURCE GROUP	ACH VENDOR PAY	\$10,755.00
0000000722	09/22/2025	marlboro supply	MARLBORO SUPPLY	ACH VENDOR PAY	\$2,112.45
0000000723	09/22/2025	00019	BARBERTON LAUNDRY AND CLEANING	ACH VENDOR PAY	\$110.45
0000000724	09/22/2025	00745	CUYAHOGA LANDMARK INC	ACH VENDOR PAY	\$7,647.24
0000000725	09/22/2025	01144	TM & L ENTERPRISES LLC	ACH VENDOR PAY	\$2,156.75
0000000726	09/22/2025	01178	MAR-ZANE INC	ACH VENDOR PAY	\$1,019.65
0000000727	09/22/2025	01863	MASTHEAD HOLDINGS LLC	ACH VENDOR PAY	\$73.26
0000000728	09/22/2025	02145	J.A.N. SERVICE INDUSTRIES INC	ACH VENDOR PAY	\$3,352.00
0000000729	09/22/2025	03023	VASU COMMUNICATIONS INC	ACH VENDOR PAY	\$6,941.58
0000000730	09/22/2025	cintas corp #11	CINTAS CORPORATION NO 2	ACH VENDOR PAY	\$1,055.19
0000000731	09/22/2025	02094	DELL MARKETING LP	ACH VENDOR PAY	\$1,353.05
0000000732	09/22/2025	charter communicati	CHARTER COMMUNICATION - INTERNE	ACH VENDOR PAY	\$97.88
0000000733	09/22/2025	comdoc inc	COMDOC INC	ACH VENDOR PAY	\$73.15
0000000734	09/22/2025	00755	ENVIRONMENTAL DESIGN GROUP	ACH VENDOR PAY	\$1,356.95
0000000735	09/22/2025	geauga highway	GEAUGA HIGHWAY CO.	ACH VENDOR PAY	\$34,092.86
Grand Total:			Number Of Checks: 21		\$77,152.35

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
0000065611	09/19/2025	01551	AKRON UNIFORMS	Checks for 0001	\$1,318.91
0000065612	09/19/2025	911 Lease	AT&T	Checks for 0001	\$2,000.00
0000065613	09/19/2025	01588	BATH TRACTOR	Checks for 0001	\$62.50
0000065614	09/19/2025	Office of Technology	CITY OF AKRON	Checks for 0001	\$92.00
0000065615	09/19/2025	city of akron amats	CITY OF AKRON AMATS TRUST FUND	Checks for 0001	\$120.00
0000065616	09/19/2025	construction & remodel	CONSTRUCTION & REMODELING EXPE	Checks for 0001	\$1,800.00
0000065617	09/19/2025	00067	COPLEY FEED & SUPPLY CO INC	Checks for 0001	\$89.90
0000065618	09/19/2025	00236	GALLS INC	Checks for 0001	\$26.88
0000065619	09/19/2025	genuine parts compa	GENUINE PARTS COMPANY INC	Checks for 0001	\$178.23
0000065620	09/19/2025	maureen katanic	KATANIC, MAUREEN G.	Checks for 0001	\$108.94
0000065621	09/19/2025	00111	MONTROSE FORD	Checks for 0001	\$1,366.85
0000065622	09/19/2025	03024	Victor H. Webster	Checks for 0001	\$149.24
0000065623	09/19/2025	03024	Anna L. Wright	Checks for 0001	\$25.00
0000065624	09/19/2025	ohio peace officers	OHIO PEACE OFFICERS TRAINING A	Checks for 0001	\$600.00
0000065625	09/19/2025	00631	QUADIENT FINANCE USA INC	Checks for 0001	\$319.34
0000065626	09/19/2025	RUMPKE WASTE &	RUMPKE OF NORTHERN OHIO INC	Checks for 0001	\$78.20
0000065627	09/19/2025	sugarcreek concrete	SUGARCREEK CONCETE FINISHERS	Checks for 0001	\$250.00
0000065628	09/19/2025	01420	UNITED RENTALS	Checks for 0001	\$190.00
0000065629	09/19/2025	01188	UNITED STATES POSTAL SERVICE	Checks for 0001	\$1,208.32
0000065630	09/19/2025	upstate wholesale su	UPSTATE WHOLESALE SUPPLY INC	Checks for 0001	\$90.68
0000065631	09/19/2025	00580	VISION GRAPHICS & PRINTING	Checks for 0001	\$248.89
0000065632	09/19/2025	00068	COPLEY TOOL RENTAL	Checks for 0001	\$371.00
0000065633	09/19/2025	00967	WHEATLEY ROAD AUTO SERVICE CEN	Checks for 0001	\$81.74
0000065634	09/19/2025	wheeler boltz archite	WHEELER BOLTZ ARCHITECTS LLC	Checks for 0001	\$3,655.51
0000065635	09/19/2025	03041	ZOLLINGER SAND & GRAVEL	Checks for 0001	\$288.00
Grand Total:			Number Of Checks: 25		\$14,720.13

Bath Township Check Register

Check Number	Check Date	Vendor Code	Vendor Name	Payment Type	Amount
000000814	09/22/2025	00015	OHIO EDISON	EFT for 0001-TRUST	\$9,938.40
000000815	09/22/2025	00718	HUNTINGTON MASTERCARD	EFT for 0001-TRUST	\$8,111.04
Grand Total:			Number Of Checks: 2		\$18,049.44

**BATH TOWNSHIP BOARD OF TRUSTEES
CORRESPONDENCE LOG**

DATE	RECEIVED FROM	SUBJECT MATTER	REFERRED TO:
9.8.25	Alan Kurzweil	Another gold for Bath Township	Trustee Goodrich
9.11.25	James McClellan	Proposal from Your Request During the Zoning Meeting	Township Trustees
9.18.25	Michael Ackermann	Sheetz	Trustee Troike
9.19.25	Liz McGrath	Well Done (Barn Social)	Trustee Gaffney
9.19.25	Ellen Perduyn	Draft Bath Community Fund request	Trustee Goodrich
9.17.25	James McClellan	Ideas for Veterans to Be Recognized During Bath Township's Events for the 250th Anniversary of the United States	Trustee Gaffney

Chief of Police Report
September 22, 2025

Recommendations:

Resolution 2025-33 to apply for the State of Ohio Body-Worn Camera Grant Program, requesting a two-year grant for BWC video and audio cloud storage fees. This is a reimbursement grant. The amount requested is \$22,536.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 22nd DAY OF SEPTEMBER, 2025, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN REGULAR SESSION 4:00 P.M. AT 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO.

_____ presented the following Resolution and moved its adoption:

**RESOLUTION 2025-33
A RESOLUTION AUTHORIZING THE APPLICATION TO
THE OFFICE OF CRIMINAL JUSTICE SERVICES BODY WORN CAMERA GRANT
PROGRAM FOR 2025**

WHEREAS, the Office of Criminal Justice Services (OCJS), a division of the Ohio Department of Public Safety (ODPS) is authorized to administer funds through state and federal criminal justice programs each year as designated by law; and,

WHEREAS, the OCJS appropriated funds to provide grants in support of local governments to develop and strengthen effective law enforcement and prosecution strategies through funding for body worn cameras for law enforcement officers; and,

WHEREAS, Bath Township seeks financial assistance for body worn camera cloud data storage for law enforcement personnel; and,

WHEREAS, Bath Township has performed a needs assessment and determined the request for financial assistance exists for body worn cameras for the project availability period of 7/1/25 through 6/30/27; and,

WHEREAS, if approved, Bath Township seeks to purchase cloud data storage for body worn cameras for law enforcement personnel with grant funds;

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

1. Approves the filing of an application to the State of Ohio Office of Criminal Justice Services for financial assistance for the following project: Body Worn Cameras for Law Enforcement Personnel.
2. That 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 financial assistance from the State of Ohio Office of Criminal Justice Services Body Worn Camera Grant.
3. That 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 to be reimbursed.
4. This resolution is for the preservation of public health, safety and welfare and shall be in full force and effect immediately upon passage by a majority of the board.

FURTHER, that the Fiscal Officer be directed to use a Special Revenue Fund 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.

Second by _____; discussion and roll called:

Mrs. Goodrich, **Aye**
Mrs. Troike, **Aye**

Resolution Adopted

(Signature Page to Follow)

Laura Tuttle, Fiscal Officer
Bath Township

Elaina E. Goodrich, President
Bath Township Board of Trustees

Date: September 22, 2025

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

Sean 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 September 22, 2025.

September 22, 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:

No recommendations at this time.

SERVICE DIRECTOR Caine Collins

AGENDA FOR THE 9.22.2025 TRUSTEE MEETING

Buildings and Grounds:

No new business to report.

Roads:

No new business to report.

Cemeteries:

No new business to report.

Recommendations by the Service Director:

1. Recommendation to purchase a 2025 Kenworth T480V 5-ton Cab & Chassis from Hissong Kenworth of Richfield for a cost not to exceed \$141,149.76. This purchase is through Sourcewell Cooperative Purchasing.
2. Recommendation to purchase a 5-ton dump body/equipment package from Henderson Products Inc. for a cost not to exceed \$147,925.38. This purchase is through Sourcewell Cooperative Purchasing.

BATH PARKS DIRECTOR Jeff France

AGENDA FOR THE TRUSTEE MEETING 9.22.2025

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:

Reminder: Fall into Nature is at the Bath Nature Preserve on October 4th from 11 am – 3pm.

Reminder: The Bath Nature Preserve kayak launch will close on September 30th and will reopen for use on June 1, 2026.

North Fork Preserve of Bath:

The North Fork Preserve will be closed during the upcoming Barn Renovation Project. This project is expected to last approximately eight months and is scheduled for completion by June 2026, at which point the North Fork Preserve will reopen.

Recommendations:

1. Recommendation to enter into an agreement with Meyer Design Inc. to install the new safe surface area at the Bath Community Park playground expansion, in the amount of \$28,606.00,
2. Recommendation to submit an application with the Ohio Parks and Recreation Association to nominate the Spring into Nature community event for the 2025 OPRA Award of Excellence.
3. Resolution 2025-34 To apply for the Bath Community Fund grant to be used for the purchase of a Cone Spinner for the playground in Bath Community Park.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 22nd DAY OF SEPTEMBER 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 2025-34
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 Parks Department to purchase a Playworld Cone Spinner to be installed at the Bath Community Park playground;

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. Jeff France, Parks Director 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

September 22, 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 September 22, 2025.



To: Board of Trustees
From: Vito F. Sinopoli, Township Administrator
Date: September 22, 2025
Re: Administrator's Report – 9/22/25

REPORT:

Bath Township, in partnership with Bath Park Board and the University of Akron Field Station will host the annual Fall into Nature free family-friendly event on October 4th from 11-3. The event will take place at the University of Akron Field Station in Bath Nature Preserve at 4240 Ira Road.

RECOMMENDATIONS:

1. Recommendation to approve the Construction Agreement with Hummel Construction Company for the North Fork Preserve Barn Renovation Project.
2. Recommendation to contract with local resident, Renee Flynn with Ohio Art Festival, LLC. for event planning services for the June 6th township celebration of America's 250th Birthday celebration, services not to exceed \$5000.
3. Resolution 2025-35 to Apply to the T-Mobile Hometown Grant Program
4. Resolution 2025-36 to Apply for the Bath Community Fund grant to be used by the Discover Bath Barns Committee for 2026 committee events.

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is entered into this **22nd** day of **SEPTEMBER, 2025** (the "Effective Date"), by and between the **BATH TOWNSHIP, SUMMIT COUNTY, OHIO**, an Ohio Township duly organized and validly existing under the Constitution and the laws of the State of Ohio ("Bath"), and **HUMMEL CONSTRUCTION CO.**, (the "Contractor"), for the **NORTH FORK PRESERVE BARN RENOAVATION PROJECT**, under the following circumstances:

A. Contractor is qualified, experienced and willing to provide the Work as further defined in Article II of this Agreement; and

B. The township desires to have Contractor perform the Work and Contractor desires to perform the Work as set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I Contract Documents

1.1. For purposes of this Agreement, the "Contract Documents" consist of this Agreement and any Addenda or amendments; any Advertisement for Bids/Request for Bids, Notice and Instructions to Bidders, Bid, and any Bid Bond; the drawings and specifications detailing the scope of the project specifically applicable to Contractor's performance under this Agreement attached as Exhibit A (the "Scope of Work"); the construction drawings and specifications attached as Exhibit B, but only to the extent they pertain to the Scope of Work (the "Final Construction Drawings and Specifications"); and the Schedule of Values attached as Exhibit C (the "Schedule of Values"). These items form this Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein. If anything in the preliminary documentation is inconsistent with provisions required by Bath as contained in the Scope of Work or Final Construction Drawings and Specifications, the Scope of Work or Final Construction Drawings and Specifications shall govern.

ARTICLE II Scope of Work

2.1. Contractor shall perform and be responsible for causing all the work to be performed as required by the Contract Documents attached hereto, as shown on the Scope of Work and Final Construction Drawings and Specifications, and all work performed by Contractor shall be in compliance with all applicable federal, state, county, or local laws, codes, ordinances, regulations, and rules (the "Work"). Contractor shall not be responsible for assuring that the Contract Documents meet applicable code provisions.

ARTICLE III
Contractor's Duties and Status

3.1. Contractor represents, warrants and covenants with Bath to furnish its best skill and judgment and the best skill and judgment of Contractor's employees in performing the Work, and Contractor has the expertise and experience in performing the Work required hereunder.

3.2. Contractor represents, warrants and covenants that the Work will be performed and completed in a good and worker-like manner, and in accordance with the Contract Documents. Contractor agrees that all materials used in connection with the Work will be new and of the best quality of the kind specified unless otherwise approved in writing by Bath.

Contractor will supervise all Work, whether performed by Contractor or by subcontractors, and any work stoppage, delay, or other problem that arises will be immediately reported to Bath or an authorized representative of Peninsula Architects (the "Project Manager"), as appropriate. If, within one year after the date issuance of a Certificate of Occupancy by the Summit County Department of Building Standards any of the Work, including but not limited to: labor, materials or equipment furnished are found to be not in accordance with the requirements of the Contract Documents, the Contractor shall repair and/or replace defective Work including labor, materials or equipment at the Contractor's expense promptly after receipt of written notice from Bath to do so. Warranties of all individual mechanical systems installed as part of the Work shall run for a period of not less than one (1) year from the date of substantial completion, regardless of the fact that Bath may have commenced operation of one or more such systems, prior to the date of final completion. The obligation hereunder shall survive acceptance of the Work and completion of the Contract. If for any reason the Contractor cannot warrant any part of the Work using material or construction methods which have been specified, it shall notify Bath in writing before performing such part of the work, giving reasons, together with the name of product and data on a substitution it can and will warrant. In addition to the foregoing stipulations, the Contractor shall comply with all other warranties referred to in any portions of the Contract or otherwise provided by law or in equity, and where warranties overlap, the more stringent requirement shall govern. Neither final payment nor provision in Contract Documents nor partial or entire occupancy of premises by Bath shall constitute an acceptance of work not done in accordance with Contract Documents or relieve the Contractor liability in respect to any express warranties or responsibility for faulty materials or workmanship. The foregoing provisions in this section shall not in any way limit or vary any warranties Bath may have (including from other parties), either actual or implied, including those relating to any construction, materials or equipment which may, by industry standard, law or express warranty, extend beyond one year. All manufacturer product warranties shall be assigned to Bath.

3.3. Contractor shall not purchase any personal property of any kind intended to be incorporated into the Work under any conditional sales contract, security agreement, or lease agreement, and the purchase price of such personal property shall be paid in full before payment becomes past due or, in any event, within thirty (30) days after delivery; provided, however, that the foregoing will not apply to amounts withheld and unpaid on account of bona fide disputes with suppliers.

3.4. Contractor shall be solely responsible to select, qualify, and contract with all subcontractors and suppliers for the Work and Contractor will be fully responsible for all work

performed by or materials supplied by such subcontractors. All labor shall be performed by workers skilled in their respective trades. By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents. All subcontracts shall specifically provide that Bath is an intended third-party beneficiary of the subcontract agreement and shall require that the Subcontractor maintain a minimum insurance coverage of \$2,000,000 general aggregate; submit waivers of liens for Work completed; and that the Subcontractor continue to perform under its subcontract agreement in the event the Contractor is terminated and Bath assumes the subcontract agreement. The Contractor shall indemnify and hold harmless Bath from and against claims, damages, losses and expenses arising out of or resulting from Contractor's failure to fulfill the requirements of this Subparagraph. In the event of any default by the Contractor, that is not the fault of a Subcontractor, Bath may make direct payment to the Subcontractor, less any appropriate retainage. In that event, the amount so paid the Subcontractor shall be deducted from the Contractor's contract balance. Nothing contained herein shall create any obligation on the part of Bath to make any payments to any Subcontractor.

3.5. Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin, veteran status or ancestry, nor shall Contractor or any subcontractor or any other person claiming under or through Contractor establish or permit any such practice or practices of discrimination or segregation in connection with the performance of this Agreement and Contractor's other obligations under this Agreement. In addition, Contractor will, and will cause its subcontractors to, use its best efforts to ensure that applicants for employment are considered for employment and that employees are treated during employment without regard to their sex, disability, marital status, age, race, religion, color, creed, national origin, veteran status or ancestry as required by applicable federal, state, county, or local laws, codes, ordinances, regulations, and rules, and incorporate the requirements of this paragraph in all of the respective contracts and subcontracts for the Work provided, however that the foregoing shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

3.6. Contractor shall obtain all permits and licenses and pay all fees necessary to permit Contractor to lawfully perform and complete the Work. If requested, Contractor, at its expense, shall submit a copy of such licenses to Bath. Contractor will at all times comply with the requirements of each such license. Each party agrees to obtain the permits necessary for the completion of the work.

3.7. Contractor shall provide and pay for all labor, materials, tools, apparatus, construction equipment, and machinery and all utilities, transportation, and other facilities and service necessary for the proper and safe execution and completion of the Work.

3.8. Contractor agrees that all wages paid to laborers and mechanics employed in connection with the Work will be paid at not less than the required prevailing rates of wages for laborers and mechanics for each class of work called for by the Work, if any. The prevailing wages shall be determined and implemented in accordance with the requirements of Chapter

4115 of the Ohio Revised Code. Contractor further agrees that representatives of Bath and Project Manager shall have access to the physical location in which Contractor is to perform the Work (the "Project Site"), Contractor's personnel and all documents pertaining to the Work, in each case to the extent necessary to monitor and review compliance with Section 3.8. Contractor shall file copies of certified payroll records with Bath on a monthly basis and prior to final payment shall file a notarized affidavit certifying that the prevailing wages have been paid. Contractor shall notify Bath's Prevailing Wage Coordinator of any and all Subcontractors, sub-subcontractors and others working on the project that are eligible to be paid prevailing wage.

3.9. Contractor shall at all times keep the Project Site free from any accumulation of rubbish, debris, and waste and broom clean and free of soil or aggregate that might be brought off site from the Project Site onto any adjacent parcel. Upon completion of the Work and prior to final payment by Bath, Contractor shall thoroughly remedy any defects and leave the Project Site in a clean and orderly condition. If, in the discretion of Bath or Project Manager, Contractor is determined at any time to be in violation of this Section 3.10, Bath may deduct the Bath's actual cost to remedy the violation from the amount shown due to Contractor on its next payment application (progress or final) for each day Contractor is determined to be in violation of this Section 3.10.

3.10. Contractor shall permit Bath, Project Manager or authorized representatives of either access to the Project Site for the purposes of, including but not limited to, inspecting the progress of the Work, and to determine, in general, if the work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with this Agreement.

3.11. Contractor shall be responsible for all necessary safety precautions and programs in connection with the Work, including but not limited to providing whatever protection may be necessary to minimize the risk of injury to any persons, whether employees or business invitees of Bath, Project Manager or Contractor (including any subcontractor) who may be present on the Project Site or loss or damage to property of Bath or other persons, including all materials and equipment to be incorporated into the Work and all existing improvements that are not to be removed as part of the Work.

3.12. Contractor shall procure and maintain, at all times during the term of this Agreement, at its own cost and expense, the insurance coverage and limits set forth in Schedule 3.13. All such insurance shall be placed with insurance carriers licensed to do business in Ohio. Contractor hereby waives any rights of recovery and subrogation for bodily injury or property damage it may otherwise have had against Bath, but only to the extent such loss or damage is covered by the insurance required to be carried by Contractor hereunder (Ohio workers' compensation excepted). Contractor shall ensure its insurers will honor this waiver and shall have such policies endorsed with a waiver of subrogation for the benefit of all such parties. Contractor shall furnish Bath with certificates of insurance providing evidence of required coverage and reflecting the status of

Bath, and the Project Manager as additional insureds as required in Schedule 3.13. Such certificate shall provide that if any of Contractor's insurance as required in this Agreement is cancelled or non-renewed prior to policy expiration, notice shall be provided to Bath in accordance with policy provisions.

3.14. To guarantee the faithful performance of its obligations under this Agreement, Contractor will, within five (5) business days after the execution of this Agreement by both parties, post a performance security in the form of a surety bond in an amount equivalent to one hundred percent (100%) of the Contract Price, which must be callable on demand and issued in the form, substance, and by a surety/insurance company acceptable to Bath, using the Bond Form attached as Exhibit D.

3.15. Contractor shall timely provide completed forms and information relating to the Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization as may be required in accordance with Ohio Revised Code Sections 2909.32 through 2909.34.

3.16. Contractor will provide and/or assign to Bath all guaranties and warranties applicable to any Work performed or supplies or equipment from subcontractors or material suppliers given to Contractor with regard to the Work.

3.17. Contractor agrees to cooperate with, and keep informed, Project Manager at all times. Contractor shall attend the regularly scheduled progress meetings as scheduled by the Project Manager. Contractor agrees that Project Manager shall be the primary point of contact for Bath and all inquiries shall be directed to Project Manager.

3.18. Any use or storage of hazardous materials will comply with Environmental Laws and the highest standards prevailing in the industry relating to such use and storage, and Contractor will obtain and maintain all necessary permits and licenses permitting such use and storage. Contractor and its officers, employees, agents, invitees, Subcontractors and sub-subcontractors (collectively, the "Contractor Parties") will not cause or allow any spill, disposal or other release of any Hazardous Materials (as defined in applicable Environmental Laws) at, on or under the site. If a spill, disposal or other release of Hazardous Materials occurs at, on or under the site, Contractor shall: (a) report to governmental authorities as required by Environmental Law, (b) notify Bath, (c) promptly and fully clean up such Hazardous Materials and (d) take any other action required by Environmental Laws. As used in these General Conditions, "Environmental Laws" means any local, state or federal law, regulation, ordinance or policy pertaining to regulation of the environment or health and safety, or contamination or clean-up of the environment, including, but not limited to, laws, regulations or ordinances relating to the storage, use or disposal of Hazardous Materials.

ARTICLE IV
Time of Commencement and Completion

4.1. The Work to be performed under this Agreement shall be commenced upon execution of this Agreement. Contractor shall prosecute the Work with all due diligence and at such a pace as to meet the interim progress deadlines and final completion date as per the schedule incorporated into the Final Construction Drawings and Specifications (the "Construction Schedule", subject however, to delays beyond Contractor's control, strikes, extreme unusual weather, and Bath initiated changes, provided Bath has approved in writing any extension of an interim progress deadline or the final completion date caused by Bath initiated changes. Contractor shall immediately notify Project Manager if Contractor becomes aware of an event beyond Contractor's control that might cause a delay and shall provide such other notice as may be required under section 9.7 below. Notwithstanding any other provision of this Section 4.1, even though the performance of Contractor is delayed by an event or occurrence beyond the control of Contractor, Contractor hereby agrees to use his best efforts to secure, at his sole expense, alternate sources of services, equipment, or materials, if available. To the extent that Contractor fails to secure available alternate sources of services, equipment, or materials, Bath is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Contractor shall not be paid any additional compensation by Bath due to an event or occurrence of the type described in this Section 4.1.

4.2. Contractor agrees that time shall be of the essence of this Agreement, and any failure by Contractor to prosecute the Work with all due diligence and at such a pace that any applicable portion of the Work will be completed by its corresponding deadline stated in the Construction Schedule, shall be deemed a material breach by Contractor of this Agreement and notwithstanding anything in Article 12 to the contrary, Bath will have the right to terminate this Agreement by written notice to Contractor without any further obligation to Contractor other than to pay for all proper Work completed prior to such termination. In addition, in the event that Contractor has not completed any applicable portion of the Work pursuant to its corresponding deadline stated in the Construction Schedule, May 20, 2026, Contractor will pay to Bath liquidated damages in the amount of **\$1,000** per day for each day that the applicable portion of the Work is not completed after its corresponding deadline stated in the Construction Schedule. Bath will have the right to offset any amounts otherwise owing to Contractor by the amount of such liquidated damages. The amount of Liquidated Damages is deemed reasonable given the impracticality and extreme difficulty of ascertaining the actual amount of damage Bath would sustain. The Liquidated Damages applies in lieu to all damages, (including consequential, incidental or special damages) that Bath incurs as a result of the failure of Contractor to meet the applicable deadline.

ARTICLE V
Stipulated Sum Contract Price

5.1. Bath shall pay to Contractor a total of **\$1,489,130.00** for all Work to be performed under this Agreement (the "Contract Price"). The Contract Price includes the entire cost of the Work, including but not limited to all sales, consumer use, or similar taxes, payroll taxes, unemployment taxes and similar contributions, all other taxes and contributions required to be paid by all federal, state, county, or local laws, codes, ordinances, regulations, and rules relating to or affecting the Work, and any overhead or profit to Contractor for performance of the Work. The Contract Price will be payable in accordance with Articles VII and VIII.

ARTICLE VI
Changes in the Work

6.1. Bath or Project Manager may make changes in the Work in accordance with this Agreement. Contractor shall be paid for changes in the Work on the basis of documented time and material costs agreed to by Bath and Contractor.

6.2. During the course of construction, Bath or Project Manager shall have the right to request changes in the Work. Any changes in the Work, or any amendments or modifications of this Agreement, the Scope of Work or the Final Construction Drawings and Specifications shall be effective only if contained in a Change Order signed by both parties, which provides for (a) the adjustment if any in the Contract Price resulting from the change in the Work, and (b) the extension, if any, of any deadlines as stated in the Construction Schedule. Any increase in the amount to be paid pursuant to a Change Order shall be deemed to include all of the costs of labor and materials, profit and overhead, any cumulative impact and any and all additional costs of the Contractor resulting from the change. The Contractor shall proportionately increase the amount of the Bond whenever the Contract Sum is increased. If notice of any change affecting the Contract is required by the provision of any Bond, the giving of the notice is the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement.

6.3. If changes in the Work are authorized in writing by Bath or Project Manager, their established value shall be added to or deducted from the Contract Price. The mark up for additional work shall be 10% overhead and 5% profit on direct and subcontracted work.

6.4. No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additional to the Work, and no claim that Bath has been unjustly enriched by an alteration or addition to the Work, whether or not there is any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract documents or a change in any time period provided in the Contract Documents. The Contractor specifically agrees that if it proceeds on an oral order to change the Work, it shall

waive any claim for additional compensation or additional time for such work and the Contractor shall not be excused from compliance with the Contract Documents.

ARTICLE VII Progress Payments

7.1. Payments of the Contract Price shall be made by Bath to Contractor according to the following procedure:

7.2. On or before the last day of each month in which the Work is completed, Contractor shall submit to Project Manager an application for payment. The application will include a detailed invoice, based upon the Schedule of Values, and the Contract Price. Within **thirty (30)** working days after the last day of the month in which the application is received, Bath shall pay directly to Contractor the appropriate amount ("Progress Payment") for which the request for payment is made.

7.3. From the total amount determined to be payable on a Progress Payment, eight percent (8%) of such total amount will be deducted and retained by Bath (for the first fifty percent (50%) of the Contract Price (as may be increased due to Change in Work described in Article VI above). This amount will be retained until the final payment is made pursuant to Article VIII below. After fifty percent (50%) of the Contract Price (as may be increased due to Change in Work described in Article VI above) has been paid, the Contractor shall be paid at a rate of one hundred percent (100%) of the approved Progress Payment.

ARTICLE VIII Final Payment to Contractor

8.1. Final payment of the Contract Price shall be due and payable after all the Work is complete in accordance with this Agreement.

8.2. Contractor shall promptly correct all Work rejected by Bath or Project Manager as being defective or nonconforming. If Bath elects to accept in writing any defective or nonconforming Work, it may do so instead of requiring correction thereof, in which case the amount to be paid hereunder will be appropriately reduced to reflect such defective or non-conforming Work.

8.3. Acceptance by Contractor of final payment shall constitute a general release of Bath by Contractor and a waiver of all claims of Contractor for all things done and furnished in connection with the Work under this Agreement or otherwise and of any act of omission or neglect of Bath and its employees, agents, and contractors affecting, relating to, or arising out of the Work or this Agreement. No payments, **final** or otherwise, shall operate to release Contractor from any of its obligations under this Agreement, including, but not limited to, responsibility for defects in materials and workmanship.

8.4. Bath may withhold any payment requested by Contractor, in whole or in part, to such extent as may be necessary, in Bath's opinion, to protect Bath from any loss, liability, or expense, including but not limited to those arising from the following causes.

- (a) Defective or non-conforming Work not remedied;
- (b) Claims or liens filed or reasonable evidence indicating the probable filing of claims or liens;
- (c) Failure of Contractor to make payments properly to subcontractors or for materials or labor;
- (d) A reasonable doubt that the Work can be completed for the balance of the amount to be paid hereunder then unpaid or by its corresponding deadline as stated in the Construction Schedule;
- (e) Damage to another contractor or party;
- (f) Failure of Contractor or any subcontractor or materialman to deliver to Bath a Contractor's or subcontractor's lien waiver applicable to the Work for which such waiver should have been issued; and
- (g) Failure of Contractor to observe or perform any of the terms, covenants, and conditions of this Agreement.

ARTICLE IX Miscellaneous Provisions

9.1. This Agreement will be effective on the Effective Date and will continue until the Work has been completed and final payment has been made to Contractor or otherwise until this Agreement is terminated in accordance **with** its terms.

9.2. The Contract Documents are defined in Article I and, together with any document referenced herein or attached hereto, constitute the entire agreement between Bath and Contractor, except for modifications issued and signed by the parties after the execution of this Agreement.

9.3. Any warranties associated with any items installed as part of the Work will run to Bath and all documentation associated with any such warranties and all operating manuals shall be given to Bath upon completion of the Work. Bath may assign such warranties.

9.4. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with Contractor in the conduct of the provisions of this

Agreement. Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on Bath. Contractor shall be solely responsible for the compliance with all applicable federal, state, county, or local laws, codes, ordinances, regulations, and rules with respect to Contractor and its employees and contractors. Any and all payroll taxes, social security benefits, insurance requirements, or employment benefits of any kind whatsoever of Contractor or its employees shall be borne exclusively by Contractor and not Bath.

9.5. This entire Agreement is subject to the approval of the Bath Township Board of Trustees.

9.6. All covenants, obligations and agreements of the parties contained in this Agreement are effective to the extent authorized and permitted by applicable law. No covenant, obligation or agreement may be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent, director, member or employee of Bath other than in his or her official capacity, and neither the members of the legislative body of the Bath nor any official executing this Agreement nor any present or future member, officer, agent or employee of the Bath are liable personally under this Agreement or subject to any personal liability or accountability by reason of the execution hereof or by reason of the covenants, obligations or agreements of Bath contained in this Agreement.

9.7. Except as otherwise provided herein, no party will be considered in default in or breach of its obligations to be performed hereunder if delay in the performance of those obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God, acts of terrorism or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this Section 9.7 that in the event of the occurrence of any such enforced delay, the time or times for performance of obligations shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this Section 9.7 must, within fourteen (14) days after the beginning of the enforced delay, notify the other party in writing of the delay and of the cause of the delay and of the duration of the delay or, if a continuing delay and cause, the estimated duration of the delay, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other party in writing of the duration of the delay.

9.8. Any notice, communication, request or reply ("Notice") made or accepted by either party to the other must be made in writing and shall be effectively given if addressed to the party to be notified and sent by certified or registered mail, postage prepaid with return receipt requested, or shipped by a recognized overnight delivery service, or delivered in person to such party. Any Notice shall be effective, unless otherwise stated in this Agreement, (a) from and after the expiration of three (3) business days, if sent by certified or registered mail, (b) from and after the expiration of two (2) business days after being sent by recognized overnight delivery services, or (c) when delivered if delivered in person. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Contractor:

Hummel Construction
127 East Main Street
Ravenna, Ohio 44266
Attn: Ryan Hummel

If to Bath:

Bath Township Board of
Trustees
3864 W. Bath Rd.
Akron, Ohio 44333
Attn: Township
Administrator

With copies to:

9.9 The intent of this Contract is to include each and every provision of law and clause required by law to be inserted herein, and it shall be read and enforced as though they were included herein. If any legal provision is required by applicable law to be contained in the Contract Documents and through mistake or otherwise was omitted or not correctly stated, then the Contract Documents shall be amended to include such legal provision.

ARTICLE X
Assignment and Governing Law

10.1. Contractor shall not assign its interest in this Agreement without the prior written consent of Bath which consent may be withheld by Bath for any reason.

10.2. This Agreement shall be governed by the laws of the State of Ohio.

10.3. All claims, counterclaims, disputes and other matters in question between the Bath, its agents and employees, and Contractor, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Montgomery County, Ohio.

10.4. Notwithstanding anything in this Agreement to the contrary, this Agreement will survive the expiration or termination of this Agreement.

ARTICLE XI Indemnification

11.1. Contractor hereby agrees to assume all risk of injuries to property or persons, including death resulting therefrom, arising from the performance of the Work under this Agreement, sustained by Contractor, the employees of Contractor, the employees of Bath and/or any other person. Contractor does hereby agree to protect, indemnify, and hold harmless Bath, Project Manager and their respective officers, elected officials, trustees, directors, agents, employees, administrators, successors and assigns, against any and all actions, claims, demands or liabilities for, (including any reasonable attorney fees): (a) the performance or nonperformance of the Work; (b) breach of this Agreement by Contractor; (c) death, personal injuries or property damage arising from the performance of the Work under this Agreement and/or the Agreement by any person as aforesaid for any cause whatsoever, not including, however, any act of negligence, willful misconduct or omission by any such indemnified party; (d) any act of negligence, willful misconduct or omission by Contractor, its employees, agents or subcontractors; (e) any actions, lawsuits or proceedings brought against Bath by any other contractors, subcontractors or material suppliers claiming by or through the Contractor as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or payments due the Contractor, provided the Contractor is paid all amounts due; (f) any prevailing wage violations by Contractor; and (g) any disturbance of the conservation easements located about the Project Site. In addition, Contractor shall pay all expenses which such indemnified party may incur in the investigation and/or defense of any such claim, including counsel fees and court costs provided however, Contractor shall only be responsible for cost of investigation if Contractor is found to be at fault.

11.2. In no event shall Bath, or the Project Manager be liable for consequential, incidental, or special damages, including without limitation any delay damages, lost opportunity damages, or lost profits incurred by Contractor and/or its affiliates, subcontractors, agents, or employees in connection with this Agreement.

ARTICLE XII Termination

12.1. Bath may terminate this Agreement in whole or in part. Termination may be (i) for the Township's convenience; or (ii) because of Contractor's Default. Default means:

- (a) Contractor fails to substantially perform in accordance with the terms of this Agreement provided that Bath provides a notice of termination to Contractor specifying the nature, extent and effective date of termination. If Bath terminates this Agreement pursuant to this Section 12.1(a), Contractor shall have seven (7) days to cure the deficiency upon which Bath is basing its right to terminate, so long as Contractor sends Bath a written notice of its intention to cure such deficiency (which notice must include a reasonably detailed description of how Contractor intends to effectuate such cure) within forty-eight (48) hours after Contractor receives Bath's notice of termination. If Bath sends a notice of termination to Contractor under this Section 12.1(a) it shall be accompanied by a request to mediate the disputed items triggering the claim of default by Contractor. The mediation shall be conducted by agreement of the parties; or
- (b) Contractor becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its voluntary liquidation, insolvency, or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the involuntary composition, extension, or readjustment of all or substantially all of its obligations.
- (c) If Bath terminates this Agreement, Contractor shall (1) immediately discontinue all Work affected (unless the notice directs otherwise); (2) deliver and assign to Bath copies of all data, drawings, specifications, reports, summaries, correspondence, logs and all other information and materials generated and accumulated in performing its Work, whether completed or in progress, which the Bath may request; (3) enter into no further agreements except as necessary to complete any continued portion of the Agreement; (4) complete performance of Work not terminated; and (5) cooperate with Bath and the replacement Work provider as requested.
- (d) If this Agreement is terminated by Bath for Default, Contractor shall be compensated for the amount (the "Base Amount") due under this Agreement for Work performed as of the effective date of the termination, less (a) any reasonable and necessary costs incurred by Bath to complete Contractor's remaining services under the Agreement over and above the amounts that would have been paid to Contractor hereunder to complete such remaining services; (b) the reasonable and necessary costs to Bath to remedy defective or deficient services by Contractor; and (c) any other damages incurred by Bath due to such Default. No amount shall be paid by Bath to Contractor pursuant to Section 12.1(d)

until the amount of each of the items set forth in clauses (a)-(c) of the preceding sentence has been determined. provided that any amount which the Bath, in its sole discretion, determines will in all circumstances be owed to Contractor after the deductions pursuant to said clauses (a)-(b) are determined and made, shall be paid by Bath to Contractor promptly after such termination. If the amount of said deductions exceeds the Base Amount, the amount of such excess shall be paid by Contractor to Bath promptly after the amount of said deductions are determined.

ARTICLE XIII **Architect**

13.1. The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed. and to determine in general, if the Work observed is being performed in a manner indicating that the work when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on- site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

13.2 On the basis of the site visits, the Architect will keep the Project Manager reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

13.3 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

13.4 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

13.5 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

13.6 The Architect in consultation with the Project Manager will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect may make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

13.7 The Architect's and the Owner's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

13.8 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld. The Project Manager may assign administration of the Contract to the Architect during construction. The Architect shall have access to the site from time to time as appropriate to the stage of the construction. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Provided, however, the Architect has authority to require inspections and to reject Work that does not conform to the Contract Documents.

This Agreement is executed by the parties as of the Effective Date.

HUMMEL CONSTRUCTION CO.

BATH TOWNSHIP

By:

By:

Title:

Title:

Date:

Date:

Bath Township Legal Counsel

APPROVED:

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Exhibit A

{Scope of Work}

The Scope of Work includes all labor and materials, equipment and other requirements to complete the Building Package, for the North Fork Preserve Barn Renovation Project with specific parking, service utilities and driveway, restrooms, barn, parking and all landscaping.

Other than conditions as established by Contract and Addendum 1, the Scope of Work will deliver the complete project as defined by plans and specifications listed under Exhibit B in 240 days from start of work.

Exhibit B

[Final Construction Drawings and Specifications]

Exhibit B Continued includes one Plan Cover and three Cover Pages for the Building Permit Construction Set, plans and specifications. Building plan sheets areas listed on Plan Cover; Project Specifications are under cover sheets attached.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 22nd DAY OF SEPTEMBER 2025, THE BATH TOWNSHIP BOARD OF TRUSTEES MET IN A REGULAR MEETING, COMMENCING AT 4:00 P.M. IN THE BATH TOWNSHIP MEETING ROOM, 3864 WEST BATH ROAD, BATH TOWNSHIP, SUMMIT COUNTY, STATE OF OHIO

_____presented the following Resolution and moved its adoption:

RESOLUTION 2025-35

A RESOLUTION AUTHORIZING THE APPLICATION TO THE T-MOBILE HOMETOWN GRANT PROGRAM

WHEREAS, T-Mobile has funds available through its Hometown Grant Program to qualifying 501(c)(3) and 501(c)(6) nonprofit organizations and local government entities across America; and,

WHEREAS, the T-Mobile Hometown grant supports projects to build, rebuild, or refresh community spaces that help foster local connections; and,

WHEREAS, the Bath Township Board of Trustees seeks to pursue this grant program to construct a community park shelter to be placed in Bath Community Park adjacent to tennis and pickleball courts. The shelter aligns with the recommendations outlined in the Bath Community Park master plan, based on the community input received during the planning process; and,

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

1. Approves the filing of an application for the T-Mobile Hometown Grant program
2. Executive Assistant Kasha Brackett is hereby authorized and directed to execute and file an application with the T-Mobile Hometown Grant Program.

FURTHER, that the Fiscal Officer be directed to create a Special Revenue Fund to be determined 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.

Second by _____; discussion and roll called:

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

Resolution

Laura Tuttle,
Fiscal Officer

Elaina E. Goodrich, President
Bath Township Board of Trustees

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

September 22, 2025
Date

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 September 22, 2025.

BATH TOWNSHIP BOARD OF TRUSTEES

BE IT HEREBY KNOWN BY ALL THOSE PRESENT THAT ON THE 22nd DAY OF SEPTEMBER 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 2025-36
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 Discover Bath Barns subcommittee to be used for expenses related to community event programming for the 2026 calendar year;

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. Ellen Perduyn 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

September 22, 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 September 22, 2025.