

To The Public:

Please see paragraph 4 of the attached letter so that you may electronically participate in our meetings.

March 13, 2020

Dear Newton Falls Citizens,

Please don't overreact to current Coronavirus concerns. While we must be vigilant in reducing human contact and sanitizing hands and surfaces, levels of contracting the virus will likely level off after peaking in the next thirty days or so.

In the meantime, while federal, state and county authorities create plans that all of us will follow, a response to you from your local government is in order despite our limited authority.

I have formed a task force consisting of myself, the Police Chief, our District Fire Chief, the School Superintendent, and the Municipal Court Judge.

Each of the leaders brings to the table an action plan related to his area of supervision and you will hear of them soon. In the meantime, all of us are coordinating our efforts to eliminate duplication and maximize impact.

For the City of Newton Falls in particular we are implementing the following plan under my executive authority as City Manager:

1) No in-person utility payments will be allowed at the finance department through the end of April 2020. Make your payments through the drop-off box at the Finance building at 419 North Center Street, Newton Falls, Ohio 44444. We encourage you to make your payment by phone at 330-872-2000 or on-line. All service fees for phone or online payments are waived until further notice to help make this option more affordable.

2) The City hereby imposes a 30% rate decrease for March residential consumption of electricity and water (not sewer) only. This will be seen in the bill you receive in April. This is an effort to bring moderate relief because of incomes in town reduced because of the virus (overtime reductions, travel industry, restaurants, media and sports, retail, etc.) We know this is only a small gesture, but we want to help where we can on a temporary basis.

3) Until further notice, the Zoning Office on Broad Street will be closed for public walk-ins. Call our Zoning Officer at 330-872-3157 for permit or zoning guidance: you will get a call back but let's limit direct human interaction if we can. The virus only spreads where people share air space.

4) Last but not least, our City Council meetings beginning with Monday, March 16, 2020 and through the end of April will not be open for the public to physically attend. You can be there live electronically by via the live broadcast on YouTube, Facebook, or Spectrum Channel 1023.

If you want to offer public comment during the meeting, text your request to do so to 330-770-2833 and you will be live from your phone right into our meeting just as if you were sitting right with us. A representative from the Tribune Chronicle and FCC licensed TV and Radio outlets will be the only non-council non-administration persons admitted.

This is a health precaution. On our website, I have posted the Fire Chief's view of this process and also an email from the Ohio Attorney General's office regarding the Sunshine Law and this effort to stay the spread of coronavirus. No person will be denied public comment in real time at the Council meetings. We hope to go back to normal operations beginning in May but bear with us: public health must take precedence at this time.

CONCLUSION

Citizens, these are just a few of our plans and we will inform you of others as they emerge.

Our country has been blessed by God's grace since its inception and we have faced adversity and prevailed. I know that we will prevail here as this virus dissipates with the passage of time.

Be smart, be thoughtful, be compassionate, and be prayerful.

Thank you and call my office with questions at 330-872-0806.

Sincerely,

David M. Lynch
City Manager

davidmlynchnf@gmail.com

From: Doug Theobald <d.theobaldnfjfd@yahoo.com>
Sent: Thursday, March 12, 2020 2:54 PM
To: David Lynch
Subject: Public Meetings

Mr. David Lynch, City Manger

Dear Mr. Lynch,

Based on the recent guidelines issued by multiple Federal and State agencies in regards to the public and exposure to the COVID-19 virus I am in support of the remote access for City meetings for the public. The greatest danger to the public is not only the known person who may be showing symptoms, but also the unknown person who may have been exposed and is not showing symptoms yet but is a carrier and having the ability to spread the virus, as with the amount of public information being disseminated on this virus. The Government is advising that the public to stay away from large crowds I would believe this would included any city meeting which the public would attend. I would believe it would be in the best interest of public safety to restrict access to the city meetings to city personal only till the CDC and other federal and State agencies remove the warning and give a all clear to the public.

Douglas Theobald, Fire Chief
NF Joint Fire District



City of
Newton Falls

Kathy King <cityclerk@ci.newtonfalls.oh.us>

FW: Open Meetings Question

Mark W. Altier <Mark.Altier@ohioattorneygeneral.gov>
To: "davidmlynchnf@gmail.com" <davidmlynchnf@gmail.com>

Thu, Mar 12, 2020 at 10:44 AM

From: Mark W. Altier
Sent: Thursday, March 12, 2020 10:43 AM
To: 'davidmlynchnf@gmail.com' <davidmlynchnf@gmail.com>
Subject: Open Meetings Question

You will recall that we spoke earlier today in relation to an Open Meetings question incident to your service as the Manager of the Village of Newton Falls. It is my understanding that your five member council meets on a regular basis to deliberate upon, discuss, and to take action related to the public business of the Village. I understand as well that the next meeting of the Council is scheduled for Monday, March 16, 2020. Of course, meetings of the council are properly noticed and are commonly conducted in a public setting in the presence of any individuals who wish to attend, to observe, and to participate through public comment. You note that the current coronavirus pandemic has created concern in many quarters, including among the citizens and public officials of Newton Falls about the wisdom of conducting public gatherings. You informed me that these concerns have been exacerbated locally as a result of the very recent positive coronavirus diagnosis of an individual who resides in the nearby community of Warren, Ohio. You indicated that village officials are contemplating the adoption of a procedure pursuant to which meetings of the council would be conducted without permitting the general public access to the gatherings. You are aware that the members of a public body must be physically present at a meeting of the body in order to be counted toward a quorum and to vote on issues which may be brought forward. You indicate that your plan would involve the physical presence of council members, the mayor, you, and other essential city staff. It is your thought that the elimination of public access to council meetings will serve to minimize the likelihood of community spread of the coronavirus. It is my understanding that this practice, should your council elect to adopt it, will be pursued only so long as the exigent circumstances of the pandemic continue to exist.

You advise that it is your plan to contemporaneously stream council meetings on the internet and to simultaneously broadcast them on local cable television. You indicate that you will so notice the meetings, and that you will properly post and notice information as to the time and place of the meetings, the conditions of their offering, and information sufficient to permit interested parties and local citizens to gain access to the broadcasts. You advised that, prior to each meeting, you will post on line and make readily accessible all of the material which the council will review and consider during its meetings, including, but not limited to, budgetary items, proposed ordinances and resolutions, and minutes presented for review and approval. You further indicated that you plan to make available telephone and E-mail access which will permit individuals who are not in attendance to submit comments which will be disseminated or to pose questions which will be answered during the meeting, and again to make information as to such access a part of your meeting notices.

As I indicated to you, we here are unaware of any authority which specifically addresses the issues which you raise. We note, however, that the Ohio Revised Code provides no specific definition of openness in reference to the meetings of public bodies. We cannot predict whether anyone may take issue with this practice or how a

court might rule on it should such issue be raised. It appears, however, that in view of the current, very serious circumstances, your proposal involves reasonable and responsible efforts to ensure the continuing operations of your village government and to afford the public opportunity to be fully cognizant of the workings of your council while attempting to minimize the potential harm that may be engendered by public gatherings in your community.

We understand that the current situation poses unique and difficult challenges. We wish you and your colleagues the very best in your service to your community.

Mark

Mark W. Altier

Director of Open Government

Office of Ohio Attorney General Dave Yost

30 East Broad Street, 16th Floor

Columbus, Ohio 43215

(614) 466-2859

Mark.altier@ohioattorneygeneral.gov



DAVE YOST

OHIO ATTORNEY GENERAL

March 13, 2020

Dear Local Official:

The Ohio Attorney General's Office has received numerous questions regarding the applicability of Ohio's Open Meetings Act (OMA) during this time of a COVID-19 declared emergency. Under this very limited fact pattern, there may be a basis for local public bodies to use electronic means to meet and comply with the law. You should discuss this matter with your legal counsel before making any decisions.

Ohio's OMA requires public bodies to take official action and conduct all deliberations upon official business in public meetings that are open to the public at all times. R.C. 121.22. When recently asked, I pointed out that the OMA does not contain an exception to the "in person" requirement during the time of a declared emergency. R.C. 121.22(C).

The OMA provides very few exceptions to this requirement. [See e.g., R.C. 3333.02 (applying to the Ohio Board of Regents) and R.C. 3316.05(K) (applying to members of a school district financial planning and supervision commission, if provisions are made for public attendance at any location involved in the teleconference.)]

Yesterday, Dr. Amy Acton, Director of the Ohio Department of Health (ODH), issued an Order targeted at preventing the spread of COVID-19, a highly communicable disease. Dr. Acton issued this Order pursuant to the authority granted to her by Ohio Revised Code Section 3703.13. In relevant portion, that statute gives ODH supervisory authority over "all matters relating to the preservation of the life and health of the people". R.C. 3703.13. It further provides that ODH shall "have *ultimate authority* in matters of quarantine and isolation". *Id.* Dr. Acton and Governor Mike DeWine held a press conference at which they detailed the COVID-19 epidemic in Ohio, the continued spread of this as-yet incurable virus, and how we as Ohioans can best stop it in its tracks. The Order issued by Dr. Acton addresses all of these critical points.

Dr. Acton's Order primarily addresses "mass gatherings", which it defines as "any event that brings together one hundred or more persons in a single room or single space at the same time". It is possible that a meeting that must be public under the OMA qualifies as a "mass gathering" subject to the Order. Thus, on its face, the Order could prevent a public body from holding a meeting necessary for the continuation of governmental operations. But even if it does not, the Order is not so limited such that it only provides guidance as to mass gatherings. Specifically, it also states:

"Regardless of whether an event or gathering falls within the definition of mass gathering, all persons are urged to maintain social distancing (approximately

six feet away from other people) whenever possible and to continue to wash hands, utilize hand sanitizer and practice proper respiratory etiquette (coughing into Elbow, etc.).”

To summarize, ODH with ultimate authority over issues of isolation and quarantine is currently forbidding mass gatherings and advising social distancing at all others. At the press conference both Dr. Acton and Governor DeWine took their advice one step further. In the interest of stopping the spread of this highly communicable disease, both urged Ohioans to stay home and avoid unnecessary contact with one another. Thus, we are now presented with a situation in which a public body might not be able to comply with both the terms of the Order and the Open Meetings Act. Stopping the business of government is not an option, and we must now reconcile the two.

To do so, it is necessary to consider the applicability of the OMA’s “in person” requirement in the context of Dr. Acton’s Order and the rapidly developing information about the spread of COVID-19. As we must always do when faced with the application of two different—and in this situation, somewhat competing—statutes, we must give effect to both. That is, we must give effect to the OMA’s “in person” requirement, while also recognizing and complying with Dr. Acton’s “ultimate authority” over matters of isolation to stop the spread of a highly infectious disease. That task is possible here.

In this limited circumstance, where the Governor has declared a state of emergency and the Director of the Ohio Department of Health is limiting gatherings so as to prevent the spread of COVID-19, but the business of government must continue, it is reasonable to read the OMA’s “in person” requirement as permitting a member of a public body to appear at a public meeting via teleconference. This interpretation gives effect to both R.C. 121.22 and R.C. 3701.13. It is also consistent with the United States Centers for Disease Control’s recent guidance, issued in response to the national COVID-19 epidemic, to use videoconferencing for meetings when possible. See, <https://www.cdc.gov/coronavirus/2019-ncov/downloads/workplace-school-and-home-guidance.pdf>.

Of course, if a member of a public body chooses to appear via teleconference or telephone, it is imperative that all other requirements of the OMA be fulfilled. A quorum must still be present, whether in person, on the phone, or in some combination thereof. In the event that a member appearing telephonically is cut off, the public body should cease all discussions and deliberations until the member can be reconnected.

Further, even in this time of a public health crisis, public access to the business of Ohio’s public bodies is still vital. It is also still required by the OMA. Although the OMA does not specifically dictate how a meeting is made “open” to the public, in the interest of complying with both Dr. Acton’s Order and the OMA a meeting could be made “open” to the public by live-streaming it through the internet or on television. If a public body gives the public access to a meeting electronically and the members of the body appear telephonically, the body must still ensure that

the public is able to hear the discussions and deliberations of *all* of the members, even those who are present via telephonic means. Finally, all other requirements of the OMA will apply, including those that govern notice, executive session, and the taking of meeting minutes.

The practices outlined above would likely satisfy the requirements of the OMA. They are also consistent with the spirit of R.C. 5502.24(B), which provides that if, due to a declared emergency, it becomes “imprudent, inexpedient, or impossible to conduct the affairs of a local government at the regular or usual place,” the governing body may meet at a previously designated alternate location and dispense with legal requirements that qualify as “time-consuming procedures and formalities”. During a declared emergency, certain OMA requirements could fall within that category.

As a final word of unsolicited, non-legal advice: please note that the procedure outlined in this letter is meant to address the unique situation with that all of Ohio is dealing with. Now is not the time to rely on this guidance in order to enact legislation unrelated to the instant emergency that is better reserved for the normal operations of government (e.g. to pass a new tax or enact a new regulatory scheme). It is also important that county prosecutors, local law directors, and city attorneys independently research whether there is any case law in their respective jurisdiction that would specifically prohibit the procedure that I have outlined here. This office does not represent local governments, and this letter is offered as guidance regarding our reading of the law.

This Office’s Sunshine Law Manual addresses the modified duties of a public body during a declared emergency. See, Ohio Attorney General’s 2020 Sunshine Law Manual, at pgs. 107-109. Further, my Office’s Public Records Unit remains available for consultation.

Sincerely,

A handwritten signature in cursive script that reads "Dave Yost". The signature is written in black ink and is positioned above the typed name.

Dave Yost
Ohio Attorney General

NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

MONDAY, MARCH 16, 2020

6:00 P.M.

CITY COUNCIL MEMBERS

Zachary Svette, Ward 1,
John Baryak, Ward 2
Lyle Waddell, Ward 3
Sandra Breymaier, Ward 4
Tarry Alberini, At-Large

MAYOR

Kenneth A. Kline

CITY MANAGER

David M. Lynch

LAW DIRECTOR

A. Joseph Fritz

CITY CLERK

Kathleen M. King

1. Call to Order

2. Pledge of Allegiance/Silent Prayer

3. Roll Call

4. Special presentations by staff members or invited consultants

5. Public Comments (limited to those items as identified on the agenda)

6. Reports

Mayor
Council Members
Finance Director
Law Director
City Manager

Changes to tonight's agenda

7. Approval of Previous Minutes

March 2, 2020 - Regular Meeting

March 11, 2020 - Special Meeting

8. Public Hearings:

2. Ord. 2020-09: Authorizing a contract with the Newton Falls Congregational Church.

9. Unfinished Business:

2. Ord. 2020-09: Authorizing a contract with the Newton Falls Congregational Church.

10. New Business:

1. Motion to amend City Council's Rules of Conduct & Procedure, Section IX, Sponsoring Legislation to require proposed legislation must be presented to the City Clerk by no later than 3:00 p.m. on the Tuesday immediately preceding the Council meeting at which the legislation is to be presented.
2. Ord. 2020-08: Amending Codified Ord, Chapter 121 in reference to delivery of agenda and documentation.
3. Ord. 2020-10: Authorizing the City Manager to enter into a contract with Gardiner for an AMI project.
4. Motion to accept the Finance Department March monthly report, credit card report, bank reconciliation and attachments as presented.

11. Public Comments:

12. Closing Remarks: Mayor, City Manager and Council

13. Motion to Recess into Executive Session (if necessary)

Move into executive session, by majority vote, for any of the following reasons with a motion and second.

- 1. Personnel Matters: To consider one or more, as applicable, of the marked items
 - Appointment
 - Employment
 - Dismissal
 - Discipline
 - Promotion
 - Demotion
 - Compensation
 - Investigation of charges/complaints (unless a public hearing is requested)
- 2. Purchase or Sale of Property
- 3. Pending or Imminent Court Action
- 4. Collective Bargaining Matters
- 5. Matters Required to be Kept Confidential
- 6. Security Matters (National Security)
- 7. Hospital Trade Secrets
- 8. Confidential Business Information of an Applicant for Economic Development Assistance
- 9. Veterans Service Commission Applications

14. Adjourn:

Newton Falls City Council met in Regular session on Monday, March 2, 2020 at 6:00 p.m. in Council Chambers. Vice President Svette, called the meeting to order following the Pledge of Allegiance. Prayer was given by Pastor Betty Angelini, Presbyterian Church of Warren.

ALSO, PRESENT:

David M. Lynch, City Manager; Joe Fritz, Law Director; Kathleen M. King, City Clerk; Anna Musson, Finance Director; Gene Fixler, Police Chief.

ROLL CALL:

Alberini, Svette, Baryak, Waddell, Breymaier.

ABSENT:

SPECIAL PRESENTATIONS BY STAFF MEMBERS OR INVITED CONSULTANTS:

Mayor, Ken Kline was at Solo Styles LLC to present owner Rachel Grunder with a Certificate of Achievement from City Council on the opening of her new business.

Paul Woodard, School Superintendent addressed Council about the two upcoming renewal levies.

PUBLIC COMMENTS:

Catie Karl, 128 West Quarry was happy to see the ordinance for the church contract on the agenda and not as an emergency.

Ms. Karl said she contacted Council Representatives and it was refreshing to call and talk to them. However, she was unable to talk to her ward Council representative.

Ms. Karl asked if some of the money the City receives from the opioid settlement would be able to be used for the substance abuse walk.

She also asked Council to consider that the reason people were upset about the original legislation for the church purchase was because they would like transparency from Council.

Brian Kropp, 247 Elizabeth Street congratulated Ms. Grunder for the opening of her business and appreciated the live communication with her tonight.

Ordinance 2020-08 on the agenda today would allow people to get the items on the agenda sooner.

Ordinance 2020-09 in reference to the purchase of the church repeals Ordinance 2020-06 and he would like to see this happen. Passage of the legislation tonight would negate the referendum

petition however his main objection to Ordinance 2020-06 was the passage by emergency. If people speak out on this new Ordinance, they will do the petition again if not they will let it go.

Mr. Kropp asked that more information be given about Resolution 08-2020 and Resolution 09-2020. He also wanted to know what the plans were for the church, what needed done and what we were doing with current offices. He stated the reason that the buildings were in the condition they are is because the City failed to do anything with them. He commented on purchases that were made by the City.

REPORTS :

Kline:

- Had an initial meeting with the welcome basket committee. Anyone wishing to donate or participate should contact the zoning office.
- Met with residents this week who discussed growth in the community. He stated our plan will not work if we are all not connected, not united and we will not grow as a community or individuals.
- The high school Boys Basketball games team will play tomorrow at 7:00 p.m. in the district semi-finals at Warren Harding High School. He invited everyone to come out and support the team.

Baryak:

- Attended the Utility Appeals Board meeting where they heard one case.

Breymaier:

- The Planning & Zoning meeting scheduled for tomorrow has been cancelled.
- Park & Recreation Commission meeting is scheduled for March 25th at 6:00 p.m. where they will discuss and continue gathering information on a Recreational center.

Waddell:

- At the last meeting he talked about going to Columbus with the Chamber drive-in from that trip he has been contacted by the Director of Government Relations & Government Affairs for Lordstown and he wants to come to town and meet us for lunch.
- At the OML (Ohio Municipal League) board meeting last week they received the information on the proposed Opioid settlement that is reflected on today's agenda.
- Attended a Lattes and Legislatures event where the State Auditor was the guest speaker.
- Attended the Fire Board meeting and started reviewing the contract. Once review is completed the contract will be presented to all three entities. Also discussed funding of the district.
- Met with the Tribune Chronical and talked about the future and where we were headed.
- Was invited by the United Way along with Mr. Lynch and Mrs. King to read at the Elementary School last week.

Alberini:

- Will be attending the GM Tour on Wednesday.

FINANCE DIRECTOR:

The information for the Ohio Checkbook has been submitted to the State Treasurers Office.

Baryak asked if the stocks falling because of the corona virus would be trouble for us. Ms. Musson said no.

LAW DIRECTOR: Nothing at this time

CITY MANAGER:

- Will be attending the Ohio City Manager's Association (OCMA) conference in Columbus this week and has been asked to be a program moderator. Hoping this pre-leadership role can be coordinated with Mr. Waddell's term as OML President.

CHANGES TO TONIGHT'S AGENDA: None at this time

APPROVAL OF PREVIOUS MINUTES:

Alberini made a motion seconded by Waddell to adopt the minutes from the February 19, 2020 Regular Meeting as submitted by the Clerk.

ROLL CALL: Svette aye, Baryak aye, Waddell aye, Breymaier aye, Alberini aye.

MOTION PASSED 5 - 0

PUBLIC HEARINGS:

ORDINANCE 2020-07: AN ORDINANCE AMENDING ORDINANCE 2014-09 AN ORDINANCE ESTABLISHING PAY RATES FOR CERTAIN EMPLOYEES OF THE CITY OF NEWTON FALLS.

Mayor Kline opened this public hearing.

Catie Karl, 128 West Quarry was glad this was going through but questioned when our department employees started reading meters and asked for an explanation when this was in front of Council tonight.

After no further comments or questions Mayor Kline declared this public hearing closed.

UNFINISHED BUSINESS:

ORDINANCE 2020-07: AN ORDINANCE AMENDING ORDINANCE 2014-09 AN ORDINANCE ESTABLISHING PAY RATES FOR CERTAIN EMPLOYEES OF THE CITY OF NEWTON FALLS.

Svette made a motion seconded by Waddell to adopt this Ordinance for its second reading.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye, Svette aye.
MOTION PASSED 5 – 0

NEW BUSINESS:

ORDINANCE 2020-08: AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 121, SECTION 121.02 OFFICERS AND STAFF (b) COUNCIL STAFF IN REFERENCE TO DELIVERY OF COUNCIL AGENDA AND DOCUMENTATION.

Baryak made a motion seconded by Breymaier to adopt this Ordinance.

Baryak said he sponsored this legislation. Currently packets have to be delivered by Noon on Saturday he felt more time was needed by the public and council to go over and put together arguments. He is proposing one change and that is that the packet be delivered by 4:00 p.m. on Thursday night.

Waddell asked how this would affect the process we now have currently we are required to have to the Clerk any proposed legislation by Wednesday at 3:00 p.m. for the agenda. This would cut short their time to prepare legislation and may not be convenient for staff.

Alberini said he has no problem with getting the packets on Friday. It took him about an hour and a half to read and review everything on this agenda. He said he was satisfied with the way it is now.

Baryak said he understood it may be harder on the Clerk and Attorney Fritz and they could weigh in. Certainly we don't do that much and some just need approved by the Law Director and legislation may need to be drafted and typed by the Clerk. He wanted people to have all the opportunities they could and be open and transparent.

Attorney Fritz stated currently we have to have all legislation identified by Wednesday afternoon. On Thursdays he prosecutes. If the proposed legislation is something that he needs to do research on it may delay the legislation by twelve days. We will do what we can to get legislation ready if Council makes the change but note that it could cause delays in some cases.

Svette asked how much legislation would not have been on this agenda with the proposed change. Working for government he understood the need to have the additional time to get the agenda and would prefer more time to get the legislation on.

Mr. Lynch said that there is nothing wrong with moving up the agenda however this would only leave the Clerk and Law Director eight hours to prepare any new legislation and the agenda. This agenda had at least two items that would not have made the agenda. Currently we have till noon to on Saturday to get the legislation out, but we send it early on Friday afternoons.

Baryak said what would be the problem if we moved the cut off to Tuesday at 4:00 p.m. He said not one want to rush them and people would understand if legislation had to wait for the next meeting.

Attorney Fritz said if you move back the deadline for turning in the proposed agenda items with the additional time probably would be no problem.

Ms. Musson noted that with the change the Finance Director report that she is responsible to submit would not make the cut off. Currently she cannot get the information to the Clerk any earlier then 11:00 a.m. on Friday when the packets are going out.

Mayor Kline said no one here does not have the best intentions of the community at heart. We need to determine logistically if this is possible.

Baryak withdrew the legislation and motion at this time.

ORDINANCE 2020-09: AN ORDINANCE REPEALING ORDINANCE 2020-06 AND AUTHORIZING A NEW CONTRACT WITH THE NEWTON FALLS FIRST CONGREGATIONAL CHURCH.

Alberini made a motion seconded by Waddell to adopt this Ordinance.

Alberini said he has heard from a large sample of City residents and they are for the purchase of the church. He said he cannot find a good reason not to purchase the property. This way we can streamline the public into one building, and they could pay bills, see the City Manager or Zoning office all in one visit.

Mr. Lynch said economically it makes good sense. Our current buildings are old, and you can only put so much into a junk car before eventually it will not run.

Baryak said if we did not purchase the building, we would have some citizens asking why we did not buy it. Let's move forward it is a good investment for the community.

Mayor Kline said he was behind the purchase 110%. The building needed some small repairs, but you could move in now if we wanted to. He again explained why the first ordinance was passed by emergency and how the events took place.

Mr. Lynch said a real estate contract has a life cycle starting with the initial offer. After conferring with the Law Director he signed the offer. Because of the language in the contract it was not binding until all obligations were fulfilled and approved by Council. He also reviewed the steps taken prior to passage of the first ordinance and why it was passed as an emergency. We had twenty days to have the building inspected and found a problem with the sewer. This new legislation is the result of the church agreeing to pay for the sewer issue and there is no change in the purchase price.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Svette aye, Baryak aye.

MOTION PASSED 5 – 0

RESOLUTION 8-2020: A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH UNTANGLED TECHNOLOGY FOR GENERAL TECHNOLOGY CONSULTING.

Alberini made a motion seconded by Svette to adopt this Resolution.

Mr. Lynch explained that Untangled is the company that designed and engineered the Fairlawn system and is now running the Fairlawn Gig. This contract is capped at \$5,000. He explained that the plan was to issue revenue bonds to pay for the fiber system.

ROLL CALL: Breymaier aye, Alberini aye, Svette aye, Baryak aye, Waddell aye.
MOTION PASSED 5 – 0

RESOLUTION 9-2020: A RESOLUTION TO ACCEPT THE ONE OHIO MEMORANDUM OF UNDERSTANDING AND AUTHORIZING THE VILLAGE SOLICITOR TO ACCEPT THE MEMORANDUM REGARDING THE PURSUIT AND USE OF POTENTIAL OPIOID LITIGATION SETTLEMENT FUNDS.

Waddell made a motion seconded by Svette to adopt this Resolution.

Waddell explained the legislation and that this is working on a settlement out of court. The breakdown would be 30% for local governments, 55% for the foundation and 15% for the Ohio Attorney General Council.

Fritz explained that this was a nonbinding agreement and there were not specifics yet on enforcement.

ROLL CALL: Alberini aye, Svette aye, Baryak aye, Waddell aye, Breymaier aye.
MOTION PASSED 5 – 0

RESOLUTION 10-2020: A RESOLUTION ADOPTING A STATEMENT INDICATING THE SERVICES THE CITY OF NEWTON FALLS, OHIO, WILL PROVIDE TO THE 17.952± ACRE TERRITORY PROPOSED TO BE ANNEXED FROM NEWTON TOWNSHIP AND BRACEVILLE TOWNSHIP, TRUMBULL COUNTY TO THE CITY OF NEWTON FALLS AND BUFFER REQUIREMENTS THE MUNICIPALITY WILL REQUIRE AS PROVIDED BY OHIO REVISED CODE SECTION 709.023.

Alberini made a motion seconded by Waddell to adopt this Resolution.

Mr. Lynch said that legislation was passed a while ago to annex these properties. The process is making its way through the legal steps.

ROLL CALL: Svette aye, Baryak aye, Waddell aye, Breymaier aye, Alberini aye.
MOTION PASSED 5 – 0

RESOLUTION 11-2020: A RESOLUTION AUTHORIZING THE COUNTY ENGINEER TO ACT ON THE CITY'S BEHALF TO ADVERTISE AND ACCEPT BIDS FOR THE 2020 PAVING PROJECT.

Alberini made a motion seconded by Waddell to adopt this Resolution.

Mr. Lynch explained that we will get a better price bidding this way.

ROLL CALL: Baryak aye, Waddell aye, Breymaier aye, Alberini aye, Svette aye.
MOTION PASSED 5 – 0

PUBLIC COMMENTS:

Chelsea Harper, 128 W. Quarry Street said that Facebook posts were brought up and it was mentioned that she did not live here. She explained that she would live here if they had the schooling for her daughter that is autistic. However, her son goes to school here and she works in town.

She also thanked Council for passing the Resolution in reference to opioids.

Charlotte Simmons, 365 Warren Road congratulated the 2020 National Honor inductees and girls and boy state participants.

Catie Karl, 128 W. Quarry commented that there have been a lot of Facebook posts that are completely unprofessional.

She asked for a Resolution of support from Council for the Falls Wizarding Festival.

She also asked if any resolution has been made with utilities including the process and forms used.

Jim Luonuansuu, 10 E. Liberty Street was glad to see Ordinance 2020-06 revoked. He was not necessarily against the purchase just against passing it as an emergency. He wanted the people to have a voice. He also felt people were being led astray. The City would still own this building and it would be our responsibility to maintain.

Brian Kropp, 247 Elizabeth Street said he sent in a records request on Thursday and still has not received the records. He asked for January credit card records. In addition he was requesting the February records.

He started a new Facebook site that would be a central place to get neutral information.

Asked about the City website and when this would be updated. He also stated that the City as late as today made changes to the agenda.

Mr. Kropp said he did the interviews for the Newton Falls Means Business programs and if the City hired him for \$500 to do the interviews, he would donate that money to a charity.

Richard Kolovich, 318 Milton Blvd. was here to represent our furry friends, dogs. He has been discussing with the City creating a dog park and offered to do whatever he could to make this happen.

CLOSING REMARKS; MAYOR, CITY MANAGER AND COUNCIL:

Mayor Kline reminded everyone that they are working on creating a welcome basket and to contact the City if you were interested in donating or helping.

Mr. Lynch answered Mr. Kropp about the website. We have been holding interviews and are almost done with that process.

He discussed creating a fiber utility and his goal is to begin construction in January of 2021.

Baryak said his goal on Council is to keep people informed. His boss is the public.

Waddell agreed with Ms. Simmons that the National Honor Society should be recognized. But also noted that if we did not receive any information from the school, we would not know about it.

Said Mr. Kropp made accusations that the agenda was changed today. He reviewed his packet that he received on Friday and what business was conducted tonight and nothing was changed on the agenda.

Mr. Lynch said related to the agenda that we received the signed contract from the church last night and the website was updated with the signed contract. The web page indicated what was changed.)

Alberini said he did not post on Facebook because it was so derogatory. He could not believe the venom and the comments about bullying people was not true. He encouraged Mr. Kropp to run for council and make changes in the things he thought needed changes. Alberini said that there has been an undercurrent here for a long time that we need to break.

Svette said this past Sunday there was a fire in his ward. He thanked all the Fire Departments that responded, the City electric and water departments and Police Department all for their quick response. No other houses were damaged.

Musson addressed the comments about meter readers and noted that when she was hired, we had three part time readers and we currently have three readers. What the ordinance tonight did was make the process more efficient.

MOTION TO RECESS INTO EXECUTIVE SESSION:

Mr. Lynch withdrew his request for an executive session.

ADJOURN:

After no further comments or questions Svette made a motion seconded by Alberini to adjourn at 8:06 p.m.

ROLL CALL: Waddell aye, Breymaier aye, Alberini aye, Svette aye, Baryak aye.

MOTION 5 – 0

Mayor, Kenneth A. Kline

ATTEST: _____
City Clerk/Clerk of Council

DRAFT

Newton Falls City Council met in Special session on Wednesday, March 11, 2019 at 7:00 p.m. in Council Chambers. Mayor Kline called the meeting to order followed by a prayer by City Manager, David Lynch.

PLEDGE OF ALLEGIANCE

ROLL CALL:

Breymaier, Baryak, Svette, Alberini, Waddell

ALSO PRESENT:

City Manager, David Lynch; City Clerk, Kathleen King; Electric Superintendent, William George; Police Chief, Gene Fixler.

PUBLIC COMMENTS: None

UNFINISHED BUSINESS/NEW BUSINESS:

City Manager, David Lynch introduced Mark Havens from Gardiner who would be giving the presentation on Automated Meter Implementation.

Svette made a motion seconded by Waddell to suspend Council rules.

**ROLL CALL: Baryak aye, Svette aye, Alberini aye, Waddell aye, Breymaier aye.
MOTION PASSED 5-0**

Mark Havens of Gardiner presented a power point presentation on Automated Meter Implementation. He reviewed how this worked, why it was important and how it would help the City.

After a brief question and answer session Alberini made a motion seconded by Svette to reconvene Council rules.

**ROLL CALL: Svette aye, Alberini aye, Waddell aye, Breymaier aye, Baryak aye.
MOTION PASSED 5-0**

MOTION TO ADJOURN TO EXECUTIVE SESSION (if necessary)

PUBLIC COMMENT: None

ADJOURNMENT:

After no further comments or questions Alberini made a motion seconded by Svette to adjourn at 8:08 p.m.

**ROLL CALL: Alberini aye, Waddell aye, Breymaier aye, Baryak aye, Svette aye.
MOTION PASSED 5-0**

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council

MOTION TO BE PLACED ON THE AGENDA:

Motion to amend City Council's Rules of Conduct & Procedure, Section IX, Sponsoring Legislation to require proposed legislation must be presented to the City Clerk by no later than 3:00 p.m. on the Tuesday immediately preceding the Council meeting at which the legislation is to be presented.

CURRENT WORDING & PROPOSED CHANGES:

IX. SPONSORING LEGISLATION:

Normally, the Council member sponsoring a particular piece of legislation will be afforded the first opportunities to discuss it after the required motion bringing it to the floor has been made and seconded. All proposed legislation must be presented to the City Clerk by not later than **2:00 P.M. 3:00** P.M. on the **Tuesday ~~Wednesday~~** immediately preceding the Council meeting at which the legislation is to be presented. For additions to the prepared agenda see Codified Ordinance Section 121.02

Any addition to the prepared agenda governing the meeting shall be approved by a majority vote of Council members present, before it can be added to the agenda. (amended 5-5-2008)

ORDINANCE 2020-08

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 121, SECTION 121.02 OFFICERS AND STAFF (b) COUNCIL STAFF IN REFERENCE TO DELIVERY OF COUNCIL AGENDA AND DOCUMENTATION.

(Sponsored by: Councilman John Baryak, Ward 2)

WHEREAS, Newton Falls Codified Ordinance Chapter 121, Section 121.02 Officer and Staff (b) Council Staff requires agendas and documentation to be delivered to the Mayor and Council members by noon Saturday prior to the Monday Council meeting; and

WHEREAS, Council wishes to receive the agenda and documentation earlier to have more time to read and review the information.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: Newton Falls Codified Ordinance, Chapter 121, Section 121.02 Officers and Staff (b) Council Staff shall be amended as follows:

121.02 OFFICERS AND STAFF.

(b) Council Staff. The City Manager, the City Clerk, Director of Law, and the Director of Finance shall constitute the Council staff. The City Manager shall be the executive officer of the staff. The City Manager, with the help of the Council staff, the Mayor and Council, shall prepare the agenda for each regular and special Council meeting, together with necessary documentation. The agenda and such documentation shall be delivered to the Mayor and Council members, at their residence or place of business, by ~~noon Saturday~~ **4:00 p.m. Thursday** prior to the Monday Council meeting. Any addition to the prepared agenda governing the meeting shall be approved by a majority vote of Council members present, before it can be added to the agenda. (Res. 3865. Passed 1-21-85.)

SECTION II: Any ordinance or parts of ordinance in conflict with the context of this ordinance are hereby repealed.

PASSED IN COUNCIL THIS ____ DAY OF MARCH 2020.

MAYOR, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

ORDINANCE 2020-09

AN ORDINANCE REPEALING ORDINANCE 2020-06 AND AUTHORIZING A NEW CONTRACT WITH THE NEWTON FALLS FIRST CONGREGATIONAL CHURCH.

(Sponsored by Mayor Kline, Ward 1 Councilman Zachary Svette, Ward 2 Councilman John Baryak, Ward 3 Councilman Lyle Waddell, Ward 4 Councilman Sandra Breymaier, at-large Councilman Tarry Alberini)

WHEREAS, The Newton Falls First Congregation Church is up for sale; and

WHEREAS, The City of Newton Falls wishes to purchase the church building located at 612 West Broad Street and combine City Departments in order to operate out of one facility; and

WHEREAS, The City Council wishes to revoke the contract approved February 3, 2020 and approve a new contract which requires the seller church to pay for correction of a sewer issue.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: Newton Falls City Council hereby repeals Ordinance 2020-06 revoking the purchase agreement marked "Exhibit A" attached to Ordinance 2020-06.

SECTION II: Newton Falls City Council hereby authorizes a new contract with the First Congregational Church marked "Exhibit A" attached hereto as if fully rewritten herein which requires the seller to pay for sewer repairs.

SECTION III: Any ordinance or parts of ordinances in conflict with the context of this ordinance are hereby repealed.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, Kathleen M. King

REAL ESTATE PURCHASE CONTRACT

As adopted and revised in 12/2015 by the Warren Area Board of REALTORS®, Inc. and the Youngstown Columbiana Association of REALTORS®, Inc. for the sole purpose and voluntary use of its members.

THIS IS NOT A BINDING CONTRACT UNTIL THE SELLER HAS ACCEPTED THE OFFER HEREBY MADE BY THE BUYER AND SAME IS APPROVED BY CITY COUNCIL

- 1. BUYER(S) The undersigned Buyer(s) City of Newton Falls, Ohio; a Chartered Municipality
offers to buy the following: (PRINT ONLY)
- 2. PROPERTY located in the County of Trumbull City/Township of Newton Falls and further known as (address) 612 W. Broad Street Ohio, Zip 44444 Permanent Parcel(s) No. 53-006507

The property which PURCHASER accepts in its PRESENT CONDITION, shall include the land, all appurtenant rights, privileges and easements, and all buildings and fixtures, including such of the following as are now on the property: all electrical, heating, plumbing and bathroom fixtures; all window and door shades, blinds, awnings, screens, storm windows, curtain and drapery fixtures; all landscaping, disposal, TV antenna, rotor and control unit, smoke alarms/detectors, garage door opener and all controls, and all permanently attached carpeting.

- The following items shall also remain (check all applicable items):
- range and oven
 - refrigerator gas grill
 - dishwasher all existing window treatments
 - ceiling fan(s)
 - wood burner stove inserts fireplace tools, screen, doors, grate & gas log
 - microwave hot tub & accessories swimming pool & accessories
 - shed invisible fence / controls

ALSO INCLUDED: Any and all furnishings not required by any of the congregation as approved by buyer

NOT INCLUDED: At least of any and all chattel and furnishings approved by buyer

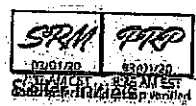
- 3. PRICE The purchase price shall be Two hundred and fifty thousand dollars (\$250,000.00) payable as follows:
 - (a) Earnest money paid to REALTOR®, to be deposited upon Seller's acceptance in the trust account of the selling broker and credited against purchase price: See Paragraph #16 for return of earnest money. CASH/CHECK NO. _____ \$ 1,000
 - (b) Down payment at date of closing (insert dollar amount or percentage (%) of purchase price). 1% Balance due of \$249000 less closing costs
 - (c) This offer is contingent upon Buyer obtaining financing by CONVENTIONAL FHA VA CASH OTHER Newton Falls Council Approval

4. ADDITIONAL AGREEMENTS AND CONTINGENCIES. Contingent upon approval by City Council on or before March 16, 2020. Must be approved by city law director. The city's due diligence inspection described in Paragraphs 12 and 13 has revealed a storm sewer issue and seller has agreed to pay for repair of said issue to the satisfaction of the buyer using A to Z plumbing company. Closing must be accomplished on or before May 3, 2020. The Feb. 3, 2020 contract is null and void. City manager's signature on offer sheet does not bind city as council approval is needed.

5. APPLICATION Buyer shall make a loan application and order appraisal within 0 days after acceptance of offer. Buyer shall pay all normal closing costs associated with such approved loan. Any escrow/settlement fees shall be divided equally between the Buyer and Seller unless VA/FHA regulations prohibit payment of escrow fees by Buyer, in which case Seller shall pay the entire escrow/settlement fee. Seller agrees to pay all VA/FHA costs not permitted to be paid by Buyer under VA/FHA regulations.

VT Buyer Initials 2/26/20 Date

[Signature] Date 3/1/20



51. **6 EVIDENCE OF TITLE** For each parcel of real estate to be conveyed the Seller shall furnish a Commitment for a Title
52. Insurance Policy. Such title evidence shall be prepared and issued by Vatey Title & Escrow Agency Inc.
53. Seller shall pay for the costs of the title search/examination as well as one half the premium cost of the Owner's Policy of
54. Title Insurance based on the purchase price. All other title insurance costs and expenses shall be paid by the Buyer, if title
55. to all or part of the parcels to be conveyed is found defective and said defect cannot be remedied by the Seller within thirty
56. (30) calendar days after written notice thereof, or Seller is unable to obtain title insurance against said defect, the amount of
57. the deposit, if any, shall be refunded to the Buyer forthwith, and this agreement shall be null and void.
58.

59. **7. DEED** Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty
60. deed at Seller's expense, with the release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and
61. encumbrances, but subject to conditions, restrictions, and easements of record. Survivorship Yes No
62. **TITLE TAKEN IN THE NAME OF:** City of Newton Falls, Ohio; a Chartered Municipality
63. (PRINT ONLY)

64. **8 TAXES AND ASSESSMENTS:** To be prorated as of the date of filing the deed based on the last available tax
65. duplicate. If no tax duplicate exists, escrow officer will use applicable tax rate based on 35 percent of the sales price.
66. When a building is involved and land tax only is assessed, the Buyer and Seller will agree to the tax proration within ten
67. (10) calendar days of acceptance based on 35 percent of the sales price. Agricultural Tax Recoupment (CAUV), if
68. applicable, to be paid by the Seller at closing. County transfer tax will be paid by Seller. If a special assessment is being
69. paid in installments, those installments due and unpaid at the time of the closing shall be paid by the Seller. Buyer agrees
70. to assume and pay all remaining installments. Seller has not received notice of future assessable improvements unless
71. noted.
72.


73. **9 RENTALS, INTEREST, CONDOMINIUM CHARGES, INSURANCE, UTILITIES AND SECURITY DEPOSITS**
74. Adjustments/proration shall be made through date of closing for (a) rentals; (b) interest on any mortgage assumed by
75. buyer; (c) condominium or other association periodic charges, and (d) transferable policies of insurance if Buyer so elects.
76. Security deposits shall be transferred to Buyer. IT IS THE BUYERS RESPONSIBILITY TO INQUIRE ABOUT THE STATUS
77. OF ANY UNPAID BILLS THAT ARE OR CAN BECOME A LIEN, INCLUDING WATER BILLS OR ASSESSMENTS AND
78. MONTHLY CONDOMINIUM CHARGES OR ASSESSMENTS, IF THE SELLER SHOULD OCCUPY THE PREMISES PAST
79. THE RECORDING DATE OF THE DEED.
80.

81. **10. DAMAGE OR DESTRUCTION OF PROPERTY** Risk of loss in the real estate and appurtenances shall be borne by
82. Seller until closing provided any property covered by this contract shall be substantially damaged or destroyed before this
83. transaction is closed, Buyer may (a) proceed with the transaction and be entitled to all insurance money, if any, payable
84. to Seller under all policies covering the property, or (b) rescind the contract, and thereby release all parties from liability
85. hereunder, by giving written notice to Seller and Broker within ten (10) calendar days after Buyer has written notice of such
86. damage or destruction. Earnest money to be released pursuant to paragraph 18. Failure by Buyer to so notify Seller and
87. Broker shall constitute an election to proceed with the transaction.
88.

89. **11. RESIDENTIAL PROPERTY DISCLOSURE FORM** has been explained and (check applicable lines):
90. Buyer has reviewed and signed copy, attached.
91. Not available from Seller.
92. Contract is contingent on Buyer review and signature within 24 hours of acceptance and
93. Buyer retains 3 calendar days right of rescission.
94. HUD-EPA Lead Paint Disclosure (not required for construction after December 31, 1977)
95. Has been signed, copy of which is attached. Buyer acknowledges receipt of the pamphlet
96. "Protect Your Family From Lead in Your Home"
97. Not required by law

98. Ohio Sex Offender Registration and Notification requires local sheriff to provide written notice to certain
99. members of the community if a sex offender resides in the area. Notice provided by sheriff is public record and is
100. open to inspection under Ohio's Public Records law. Therefore, you can obtain information from a sheriff's office
101. regarding the notices they have provided pursuant to Ohio's sex offender notification law. The seller certified that he/
102. she has not received notice pursuant to Ohio's sex offender notification law unless noted:
103. Buyer acknowledges that the information disclosed above may no longer be accurate and agrees to inquire with the
104. local sheriff's office. If current information regarding the status of registered sex offenders in the area is desired,
105. Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on their own
106. inquiry with the local sheriff's office as to registered sex offenders in the area and is not relying on the Seller or any
107. real estate agent involved in the transaction.

Buyer Initials DA, a/26/20 Date _____

 DR
Date 3-1-20

108. **12. INSPECTION** The subject property shall be delivered to Buyer in its present physical condition after examination
 109. by Buyer, such conditions to survive transfer of title and possession. Buyer agrees to accept the property in its "AS IS"
 110. condition excepting that the Buyer shall be given reasonable access to the premises within 20 calendar days after
 111. acceptance of this agreement, for an accredited inspector employed by Buyer, at Buyer's sole expense, to conduct a
 112. **MAJOR ELEMENT INSPECTION** of the premises as to roof, basement/foundation, structure (exterior and interior),
 113. plumbing, heating, cooling and electrical systems. Accredited inspector means a registered architect, professional engineer,
 114. contractor or professional home inspecting service. Failure of Buyer to cause inspection to be made within 20 calendar
 115. days from acceptance of this agreement shall be construed as a waiver by the Buyer and of his acceptance of the property
 116. in its "AS IS" condition without further repair obligation to anyone.
 117. **Home Inspection:** Buyer acknowledges an independent inspection is recommended.
 118. Buyer agrees to order inspection _____ Initial Buyer declines inspection _____ Initial
 119.

120. **13. LIMITATION OF REMEDIES** Should Buyer's accredited inspection(s) reveal a MAJOR DEFECT that would excuse
 121. performance, Buyer must notify Seller's agent in writing and provide a copy of the inspection report within three (3) days
 122. after Buyer's receipt of said report. Buyer shall establish the reasonable and necessary cost of repairing any defect
 123. revealed by the inspection report, by obtaining within five (5) business days of Buyer's receipt of said inspection report an
 124. estimate from a qualified licensed contractor regarding the reasonable and necessary repair cost. Buyer must notify Seller's
 125. agent in writing and provide a copy of the contractor's estimate within three (3) business days after Buyer's receipt of said
 126. estimate. Seller in turn, will give written notice within three (3) days that they will repair the defect, credit the buyer the cost
 127. of the repair, or explain that property is being sold "AS IS". Should no compromise be reached this agreement shall be void,
 128. the earnest money shall be refunded and all parties shall be mutually released from the contract. Buyer has the right to
 129. inspect the property prior to closing, and by accepting delivery of the deed at settlement, is accepting that the premises and
 130. contents were in satisfactory condition at the time of closing. A MAJOR DEFECT as used in this contract is defined as a
 131. defect in the roof, basement/foundation, structure (exterior and interior), plumbing, heating, cooling and electrical systems,
 132. well or septic with a reasonable and necessary repair cost of more than \$500 per major defect item. A defect which is
 133. disclosed on the Residential Property Disclosure Form or a defect which is an item of ordinary wear and tear are not major
 134. defects which would excuse performance.
 135.

136. **14. OTHER INSPECTIONS** Buyer shall have, at their expense, the opportunity to have the premises inspected for radon
 137. gas, termites, other wood-eating insects, mold and well within 20 calendar days of acceptance, with the same limitation
 138. of remedies as in Paragraph 13. Refer to the local Board of Health for specific requirements for well and septic inspections.
 139. Required governmental well and/or septic inspections shall be paid for by the Seller. See separate addendum if applicable.
 140.

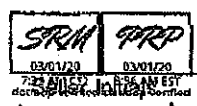
141. **15. SURVEY** If a Buyer desires or requires a boundary or location survey, the Buyer shall pay the cost thereof. If a
 142. survey is required for division of property or by county standards of conveyance, it is the Seller's Cost.
 143.

144. **16. CONDITION OF PROPERTY** Buyer has not relied upon any representation, warranties or statements about the
 145. property (including but not limited to its condition or use) unless otherwise disclosed by the Seller(s). Buyer assumes the
 146. responsibility to verify that the property is suitable or zoned for the intended use. Buyer acknowledges that REALTORS®
 147. have no expertise with respect to environmental matters and therefore cannot provide an opinion or statement on those
 148. issues. It is the Buyer's obligation to research and determine the existence of any building code violations that affect or may
 149. affect the property.
 150.

151. **17. HOME WARRANTY PLAN** Accepts paid by: Buyer Plan: _____
 152. Rejects Seller \$ _____
 153.

154. **18. EARNEST MONEY** Buyer has deposited with selling Broker the sum receipted for below, which shall be returned
 155. to Buyer if no contract shall have been entered into, or financing sought by Buyer is rejected in writing by one lending
 156. institution. Upon acceptance of this contract by both parties, Broker shall deposit such amount into its trust account to
 157. be disbursed as follows: (a) if Seller fails or refuses to perform, or any contingency is not satisfied, the deposit shall be
 158. returned, or (b) the deposit shall be applied to the purchase price, or (c) if Buyer fails or refuses to perform, this deposit
 159. shall be paid to Seller, which payment or the acceptance thereof, shall not in any way prejudice the rights of Seller or
 160. Broker (a) in any action for damages or specific performance. Disposition of the earnest money must be by signed written
 161. instructions by both parties. In the event of a dispute between the Seller and Buyer regarding the disbursement of the
 162. earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until Broker receives (a)
 163. written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that
 164. specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited
 165. in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that
 166. such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further
 167. notice to the Seller.

OF 2/26/20
 Buyer Initials Date



OR
LED BJR
 Date

All signed 3/1/20

167. 19. **CONTRACT** Acceptance of this offer constitutes a complete agreement binding upon and inuring to the benefit of
168. Buyer and Seller and their respective heirs, successors, executors, administrators and assigns, and shall be deemed to
169. contain all the terms and conditions agreed upon, there being no oral conditions, representations, warranties or agreements.
170. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties
171. unless reduced to writing and signed by both parties.

172. 20. **MISCELLANEOUS** Buyer has examined all property involved and, in making this offer, is relying solely upon such
173. examination with reference to the condition, character and size of land and improvements and fixtures, if any. All provisions
174. of this contract shall survive the closing. Parties acknowledge that REALTORS® may be entitled to additional
175. compensation for ancillary services. Any word used in this offer and the acceptance thereof shall be construed to mean
176. either the singular or plural as indicated by the number of signatures hereto. **FACSIMILE AND/OR EMAIL**
177. TRANSMISSIONS are an acceptable mode of communication in this transaction provided the facsimile and/or email is
178. actually received during regular business hours or is preceded by a telephone call notifying the intended party that the
179. facsimile and/or email is being transmitted.
180.

181. 21. **DURATION OF OFFER, CLOSING AND POSSESSION**
182. This contract shall be open for acceptance until 900 PM by seller March 2, 2020, council approval on or before March 18, 2020
183. Select one:
184. _____ This contract shall be performed and this transaction closed within _____ calendar days after acceptance.
185. Possession: Seller shall deliver possession of the property to the Buyer on or before _____ 0 _____ calendar days after filing
186. the deed for record. **OR**
187. This contract shall be performed and this transaction closed on or before May 3, 2020
188. Possession: Seller shall deliver possession of the property to the Buyer on or before May 4, 2020
189. after filing the deed for record. **BUYER AND SELLER MUST AGREE TO AN EARLY CLOSING OR EARLY POSSESSION**
190. **IN WRITING.**

192. 22. **CLOSING DISCLOSURE** The Buyer and Seller hereby agree that the Listing and Selling Brokerage Offices are to
193. receive a copy of the closing disclosure and authorize the escrow agent to provide each with a full and complete copy of the
194. closing disclosure.
195.

196. **SELLER AND BUYER HAVE SEEN, READ, UNDERSTOOD, AGREED AND SIGNED THIS AGREEMENT ON THE DATE**
197. **OR DATES INDICATED BELOW AS TO EACH. ALL INFORMATION BELOW MUST BE COMPLETED BY ALL PARTIES.**

198. [Signature] March 2, 2020
199. Buyer (S) [Signature] Date
200. Buyer (Signature) Date

201. City of Newton Falls, 19 North Canal Street, Newton Falls, Ohio 44444
202. Address

203. 330-872-0806
204. Chuck Joseph for Platz Realty Group
205. Phone Sales Associate for Buyer Brokerage

206. _____
207. Selling Brokers Name Brokers License Number Phone Email

208. _____
209. Selling Agent Name RE License Number Phone Email

212. [Signature] 03/01/20 8:36 AM EST YES PIN # 1908-ACCE
213. [Signature] 03/01/20 8:36 AM EST YES PIN # 1908-ACCE

214. Seller (Signature) Date Seller (Signature) Date All signed
215. [Signature] [Signature] [Signature] [Signature] 3-1-20

216. 330-872-0808
217. Teresa M Crew for Action Realty Co
218. Phone Sales Associate for Seller Brokerage

219. Teresa M Crew 431767 330-872-7800 actionrealtyleo@aol.com
220. Listing Brokers Name Brokers License Number Phone Email

221. Teresa M Crew 398166 330-307-3195
222. Listing Agent Name RE License Number Phone Email

223. RECEIPT
224. Received from Buyer this _____ day of _____, 2020 the sum of One thousand dollars

225. (\$ 1,000) as earnest money.
226. _____ Agent

ORDINANCE 2020-10

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT FOR AN AMI IMPLEMENTATION PROJECT WITH GARDINER SERVICE COMPANY LLC.

(Sponsored by Mayor Kline, Ward 1 Councilman Zachary Svette, Ward 3 Councilman Lyle Waddell, Ward 4 Councilman Sandra Breymaier, at-large Councilman Tarry Alberini and City Manager David Lynch)

WHEREAS, The City of Newton Falls has been working with Gardiner Service Company LLC to develop energy saving and Automated Meter Implementation Solutions (AMI) for our City facilities; and

WHEREAS, The City of Newton Falls would like to enter into a contact with Gardiner to assist the City of Newton Falls in an implementation of an Aclara AMI solution for all electric and water endpoints; and

WHEREAS, Services provided will include but are not limited to AMI Hardware, software, installation, and license procurement; and

WHEREAS, Gardiner was the successful bidder under the State of Ohio authorized cooperative purchasing alliance, a program for statewide competitive bidding, and a program under which the City of Newton Falls has previously purchased other goods and services such as salt, maintenance vehicles, police cars, and other equipment.

COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

SECTION I: The Newton Falls City Manager is hereby authorized to enter into and execute a contract with Gardiner of Solon, Ohio for an Automated Meter Implementation (AMI) project, according to the contract terms a found in the attached Exhibit A, and the finance director is authorized to create the financing lease or other financing instrument to pay said contract amount, and the city manager is authorized to execute said financing instrument on behalf of the city.

PASSED IN COUNCIL THIS 16th DAY OF MARCH 2020.

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council, City Clerk

GARDINER

31200 Bainbridge Road
Solon, OH 44139
p (440) 248-3400
f (440) 349-6980

www.whgardiner.com

CONTRACT



Sourcing Alliance
Design Procure Comply Manage

GARDINER

City Wide Automated Meter Infrastructure and Energy Project

CITY OF NEWTON FALLS
19 NORTH CANAL ST
NEWTON FALLS, OH 44444

SOURCING ALLIANCE CONTRACT #SA-1025-01
GPS QUOTE #60-5536

DELIVERY TERMS: FOB Factory, Freight Allowed

TERMS OF PAYMENT: 1.5% 10 Day Net 30

Thursday, March 12, 2020

City Wide Automated Meter Infrastructure and Energy Project

Exhibit A Statement of Work

Project Name: Gardiner AMI Implementation and Energy Management Project ("Project") on behalf of Newton Falls Light and Power, OH ("System Owner" or "Client").

This Statement of Work ("SOW") and the terms and conditions of the Master Agreement (hereinafter "Agreement") describes the Services to be provided to the Client in support of the Project as authorized by Client signing this Statement of Work. This SOW is governed by the Agreement's Attachment 1, Gardiner Standard Terms and Conditions of Sale for Equipment and Certain Services. By signing this SOW, Client represents and affirms that it has reviewed and agrees to the terms and conditions as set forth in the Agreement, its Attachments and Exhibits. Additional terms contained on any purchase order are hereby rejected unless specifically agreed to in writing by the Client and Gardiner.

Scope of Work

The scope of the project for Energy Management and Aclara AMI Implementation includes professional services (project management, coordination, meter/MTU installation, training and system acceptance testing) to implement the solution.

The new solution will support various uses of the components and applications defined in Attachments 1 and 2. More detailed requirements will be developed during the requirements task of the project, but will remain consistent with Attachment 1 and 2, unless mutually agreed by the Client and Gardiner.

This Statement of Work addresses the implementation services required by the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by the Client or as a result of the Client's inability to provide agreed upon resources and perform its other responsibilities set forth herein or the result of Client errors or omissions may result in a Change Order.

It is understood by Gardiner and the Client that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact budget, scope, timeline and/or resources.

1. Project Approach

The Gardiner Services Team ("Gardiner Team") assigned to this project will complete the Gardiner tasks described herein and will perform work for the Client for the duration of the Project at designated Client facilities and from remote locations.

The scope of the services engagement for this SOW is set forth in the attached Attachments 1 and 2 hereto. Attachment 1 also includes certain Responsibilities and Assumptions that are the responsibility of the Client. In addition to the tasks specified in Attachments 1 and 2 hereto, the Client will provide appropriate Project resources, including but not limited to data, information, and appropriate and cooperative personnel, to facilitate the performance of the Services. The Client shall designate a

Project Manager to work with the Gardiner Team to facilitate the provision of the Services. Once this SOW is executed, Gardiner and the Client will assign resources to the Project. The Gardiner Team will work on the Project and provide support as specified by the SOW.

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachments 1 and 2. Should the Client fail to fulfill those that are applicable to the Client, the estimated level of effort, timeline and scope may be subject to change which may result in a Change Order.

Project Entities:

- Gardiner Service Company LLC is the Project Prime, owning the contract with the System Owner
- City of Newton Falls Public Works Department is the System Owner
- Aclara is the AMI provider, responsible for internal project management and SOW as listed herein
- Aclara Smart Grid Solutions (Aclara SGS) is responsible for installation of Aclara Endpoints and Meters

3. Scope Estimates

Gardiner will support the Client by providing a team to complete the Statement of Work defined in Attachments 1 and 2.

Gardiner's estimate of the level of effort is based on the following:

- Information provided by the Client to Gardiner
- Gardiner's understanding of the project scope, based on Client information

Should the information provided by the Client be inaccurate or should Gardiner gain additional information during the Project, the work required may be out of scope and the pricing and schedule may be impacted. If so, the additional work will be addressed as a change to the SOW (change order).

4. Software Licenses

The AclaraONE software components are licensed in accordance with the Aclara Software Agreements ("Licenses") executed between Aclara and the System Owner. The Licenses cover the integration with the System Owner's single production environment and within the System Owner's current service territory.

5. Changes

Any change to this SOW shall be subject to mutual written agreement of the parties. Aclara shall not commence work on any such change unless and until the change has been agreed to in writing by both parties. Additional charges may apply based on Aclara's level of effort to complete the requested change.

Total project complete as noted: \$ 3,041,203

Notes:

- Proposal is in accordance with Sourcing Alliance contract requirements.

- This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

Terms and Conditions:

Our standard terms and conditions of sale, as well as an acceptance, are attached at the end of this document.

IN WITNESS WHEREOF, the parties have so agreed as of the last date signed below.

Accepted By:

Accepted By:

Gardiner Service Company

City of Newton Falls

(Aclara)

(Client)

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 = Project Definition – AMI Implementation

Attachment 2 = Project Definition – AMI Installation Services

Attachment 3 = Project Definition – Energy Management Services

Attachment 4 = Project Definition – Expected Financial Benefits of all Services

Attachment 5 = Change Order Procedure

Attachment 6 = Gardiner Intelligent Services Support

Attachment 1**To
Exhibit A Statement of Work****Project Definition – AMI Implementation Project****1.0 Gardiner AMI Project Scope**

Included in the purchase of an Aclara AMI Electric Implementation are the Professional Services efforts required to design the AMI network, identify the optimal locations of the DCU sites, complete the commissioning of the DCUs, complete the installation of software and implement standard interface functionality as defined in Section 1.1. The purpose of this document is to outline the tasks and deliverables of the Gardiner Team and provide the Client an overview of the responsibilities and time commitment that will be required of their staff.

1.1 Project Scope

Gardiner will assist the Client in an implementation of an Aclara AMI solution for all electric and water endpoints. Gardiner and Aclara will work with the Client in the design, installation of needed hardware, software, maintenance, training and other related activities needed to complete the project successfully. All hardware quantities will be governed as specified per Exhibit B. The project scope includes:

AMI Hardware:

- Total of 2,573 Aclara RF electric endpoints and 2,791 Water MTUs. See Section 1.2 Implementation Approach for more details on the deployment approach.
- 3 Data collectors and mounting kits
- 2 Toughpads and USB field programming kit

Software:

- AclaraONE unified head end for the total 2,573 Aclara RF meters and 2,791 Water MTUs including integration to System Owner's CIS System.
- STAR programmer software configuration and installation

Services:

- AclaraONE Hosted Headend Software Installation
- FCC frequency license procurement
- DCU installation oversight and commissioning
- AclaraONE software and hardware product training
- Overall project management services for the defined scope of this project

The schematic in Figure 1 depicts the scope of the solution that is included in this SOW.

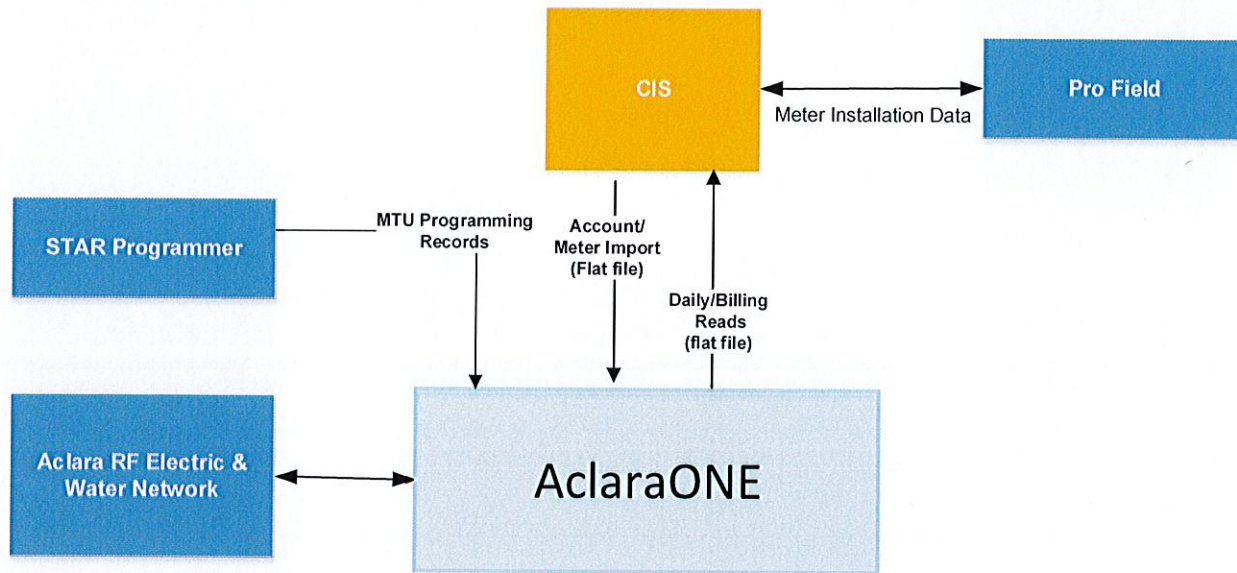


Figure 1: City of Newton Falls Light and Power Solution Schematic

1.2 Implementation Approach

The Gardiner AMI implementation approach involves two project stages – Stage 1 – Meter to Cash Validation and Stage 2 – Mass Deployment. The Meter to Cash validation stage will include the following:

- Installation of up to 10 Aclara RF electric endpoints and Water MTUs (specific forms and quantities for each form to be determined) and all 3 (three) Data Collectors. Location of the initial deployment area to be determined. The System Owner will be responsible for installing the initial deployment of the Stage 1 RF electric meters and water MTUs.
- AclaraONE Unified Headend and software integration as detailed in this scope.

Stage 1 – Meter to Cash Validation

The objective of this stage is to confirm the Meter-to-Cash process and the integration with the System Owner’s CIS. The Gardiner and Aclara project team project manager (PM) will manage the project through a series of tasks and activities to deploy a subset of the full deployment end points, DCUs, software installation and integration configuration and concludes with end-to-end testing to confirm meter reads and billing export files are successful transferred to the System Owner’s CIS system.

The phases for this initial Stage 1 deployment include:

Phase 01 Project Planning & Kick-Off

The Gardiner project team will begin work upon contract execution. The Gardiner project team will begin the internal preparations for the official launch of the project. The project manager will coordinate and schedule the kick-off meeting with the Client. During this kick-off phase, Gardiner and Client will define the project team organization, introduce the teams, review the project scope and proposed timeline, review the utility’s goals and business objectives and develop the communication plan with the Client. Gardiner and Aclara will introduce a project managers and

other leaders assigned to oversee and coordinate the day-to-day activities of all parties involved. Frequency scans will also be completed, and the appropriate frequency selection will be determined, and the FCC application submitted. The Client will be responsible for coordinating and completing a Limited Power of Attorney (POA) form and returning to Aclara so that Aclara may complete and submit the FCC application for the selected frequencies on behalf of the System Owner. Entry criteria for this phase to begin are defined as: signature of the contract; assignment of an Aclara project manager; and, establishment of a mutually agreed upon project kick-off start date. This phase will be deemed complete once the following tasks have occurred: the project teams have been defined; kick-off meeting has occurred; and the project plan has been reviewed and mutually agreed to.

Phase 02 Requirements Analysis & Design

At the beginning of the implementation process, Gardiner and Aclara meets with the key stakeholders to confirm the detailed functional, integration, and infrastructure requirements for the system. Field installation plans document the approach, logistics, timing, and requirements for installations. Aclara will complete site surveys, propagation studies, and any remaining spectrum analysis to finalize the DCU (network) installation plan. Gardiner and Aclara will work with the Client to jointly create an installation plan that documents how to communicate meter/MTU installations to the end customer. Gardiner and Aclara will hold software interface requirements sessions and create requirement documents and overall solution architecture specifications.

Aclara delivers a testing strategy that will document the System Acceptance test scenario and acceptance criteria. This phase is complete once the Client reviews and approves all associated deliverables.

Phase 03 Configuration & Network Deployment

In this phase, Gardiner and Aclara completes all tasks to support network deployment and prepare for system testing. Aclara will set up and provision the hosted IT environment for the headend software. Software is installed, configured and enabled for data loading and testing. In parallel, Aclara begins to install, configure, and validate the DCU network (tasks such as DCU installation in this phase may overlap with part of the System Requirements and Design phase). The Client will coordinate with 3rd party vendor(s) to work with Aclara to configures software integrations and performs unit testing in preparation system integration testing. The Client coordinates with Aclara and delivers sample integration data from production systems to validate interface configuration and software functionality. For water endpoints, Aclara will also configure the field programmers to integrate into the client's environments, as coordinated by the Client. Additionally, the Client coordinates with Aclara to review and finalize the endpoint installation and communication plans. As a standard practice, Aclara will expect the client to install 5-10 test meters and MTUs in a meter shop environment in order to test the end- to- end AMI functionality, including but not limited to meter disconnects, demand resets, etc. Aclara will achieve entry criteria by reviewing the software installation and integration configuration plans with Client. This phase is deemed complete once Aclara and supporting resources install the software solutions and DCU network; configures interfaces; completes handheld configuration; and completes the first step of software system acceptance.

Phase 04 Training, Testing & Acceptance

The testing phase validates end-to-end meter-to-cash system functionality from the meter read capture through billing. Aclara provides training for all software solutions being deployed, including headend software prior to the start of System Acceptance Testing. On-site classes are scheduled for the Aclara SGS endpoint installation team as well as the Client so that meter/MTU installations are successful.

Aclara creates the test plan as described in the previous phases. This includes conducting test cases during acceptance testing. Aclara will support the Client and System Owner as acceptance test cases are executed and correcting any problems to allow for retesting as necessary.

The testing concludes when the client signs off at the completion of testing which signifies acceptance of Aclara products and processes, workflows, and end-to-end logistics function as expected. Any remaining issues are categorized into severity level 3 or 4. The definition of "severe" falls into the categories shown in Table 1: Issue Severities.

Table 1: Issue Severities

Severity Level	Description
1	Requires immediate attention – Use of the AMI system is lost or degraded for all users preventing operation of business
2	Requires priority attention - Use of the AMI system is lost or degraded for single or small number of users, affecting significant business functionality
3	Requires attention – Users of the AMI system can continue business operations, but a problem or issue has been identified that affects operation of business
4	There is a problem or issue that does not affect operation of business

** For the purposes of this table, "users" is defined as Utility users of the AclaraONE interface*

Once training and System Acceptance Testing are complete, Gardiner and Aclara will compile all open issues and review the status of these issues with Aclara's Technical Support team and the Client project team.

Gardiner, Aclara and the Client will mutually develop a formal system acceptance test plan which will include test cases and scenarios to ensure the system is adequately tested.

Stage 2: Mass Deployment

Upon successful completion of the System Acceptance testing activity, an acceptance certificate will be provided for formal approval. Mass deployment meter and MTU installations will begin. Gardiner will support Aclara SGS as they begin planning and pre-installation launch activities about 2 – 3 months before the start of mass deployment. Aclara will monitor the network performance and work with the System to remediate any issues that might come up.

During this process, Gardiner will coordinate the Clients introduction to Aclara's Technical Support operations. All support operations will begin to be managed by the Aclara Technical Support team. The Client coordinates training on Aclara's Support processes, which include opening support tickets and managing and obtaining status of these tickets. The Client will also be introduced to the AclaraConnect client portal.

1.2.1 Deliverables and Milestones by Step

The table below details the milestone deliverables for this project. Delivery dates for each milestone will be communicated at project launch.

Milestone	Deliverables	Payment Milestones Descriptions
1	Contract Execution	<ul style="list-style-type: none"> Contract Execution – This milestone is complete after the contract documents are fully executed by both parties
2	Project Plan, Communication Plan, Project Kickoff Materials, Project Kickoff	<ul style="list-style-type: none"> Project Kickoff Complete. Gardiner will facilitate a kickoff meeting onsite to walkthrough the project schedule, introduce team members and roles, review Client responsibility and upcoming tasks. Additionally, during this meeting the project governance will be established. This includes communications plan, team meetings, status reporting, and issues management.
3	Installation and configuration of base AclaraONE Software	<ul style="list-style-type: none"> Base AclaraONE Software installed. This task is complete after the installation of the base software is completed in the System Owner’s environment
4	DCUs Deployed	<ul style="list-style-type: none"> DCUs Deployed. This task is complete after DCUs are deployed and commissioned in the field.
5	Installation and configuration of CIS integrations Data Validation workshop Network Management head end configuration System Acceptance testing (SAT)	<ul style="list-style-type: none"> Installation of in scope integrations – This task is complete after the installation of these integrations in the Clients environment.
6	Deliver Training and training materials Document SAT results	<ul style="list-style-type: none"> Training complete – Aclara will provide training for Aclara RF network system administrators, field personnel and customer service representatives.

Milestone	Deliverables	Payment Milestones Descriptions
7	Signed Certificate of Acceptance Transition to Support Meeting	<ul style="list-style-type: none">System Acceptance Certificate Approved - SAT results will be documented and upon successful completion, a certificate of acceptance will be provided to the utility for signature.
8	Mass Deployment Start	<ul style="list-style-type: none">Start of meter endpoint mass deployment has begun

1.3 Interface Scope

Gardiner will provide sufficient assistance to the Client in support of integrating with the standard interface file formats. It is the Client's responsibility to integrate these standards with their back office systems

Aclara will provide the integration to AclaraONE as noted in the table below. The Client is responsible for coordinating with the System Owner to extract data as per the prescribed data format from the System Owner's systems to integrate with AclaraONE. Aclara recommends the Client coordinate with the System Owner to discuss the integration requirements with their back-office system vendors in advance of the project kickoff and confirm the necessary resources are available to support the project.

Input Integration

Integration Name	Type	Functions
Customer Import Interface	Flat file	Populate AclaraONE with meter inventory and customer account /location details from Client's CIS

Output Integration

Integration Name	Type	Functions
Billing Output Interface	Flat File (CMEP)	Export Billing Read values from AclaraONE to CIS using the California Meter Exchange (CMEP) file format.

Assumptions:

- All import and export interfaces meet the standard import and export formats from AclaraONE.
 - AclaraONE's standard bill export and interval data format is California Meter Exchange Protocol (CMEP).
- Gardiner assumes data in System Owner's systems do not require any data cleanup. Any data cleanup will be the Client's responsibility to perform cleanup.



1.4 Preliminary Project Schedule

The high-level project schedule is provided below. A detailed project schedule will be developed for project execution.

	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	C
Stage 1 Initial Deployment	█	█	█	█	█	█	█
Phase 1 - Project Planning, Kickoff	█	█					
Phase 2 - Requirements & Design							
IT Environment setup and provisioning		█	█				
DCU Design confirmation			█	█			
Integration Requirements Gathering (CIS Account & Meter, Bill Export)			█	█			
Phase 3 - Interface Configuration & Network Deployment							
Interface Configuration & Unit testing			█	█	█		
DCU Deployment				█			
Initial meter and MTU deployment					█		
Meter to Cash Validation						█	
Phase 4 - Training & System Acceptance							
Training						█	
System Acceptance						█	█
Mass Deployment							
Mass Meter Deployment							█

Assumptions:

- Gardiner's professional services includes project management oversight for the mass deployment phase until the endpoint installations are considered substantially complete, as defined in Attachment 2, Section 2.5.5. The Client can coordinate with Gardiner to opt to extend the project management support for additional cost.
- DCU locations are in non-hazardous locations.
- Aclara will not deploy antenna and cable on poles with power lines.
- Lattice Tower installations are not included.
- Aclara will perform DCU commissioning and will provide antenna and cable installation oversight at hazardous sites.
- Gardiner assumes DCU sites will be ready for installation. If DCU requires AC power, the Client is responsible for AC power run to disconnect box.
- Aclara does not perform site acquisition for DCU sites that are not owned by System Owner.
- Client will provide an earth grounding point at sites selected for DCU installations.
- Client's CIS vendor resources are available to support the integration requirements discussions and any work on the CIS side to enable the interfaces.
- No custom reports or customizations are included in this scope.
- Hardware delivery ship dates are not factored into this high-level plan. After meter configuration is finalized and order entry has been completed, the project plan may require revision since confirmed ship dates of hardware may impact the timeline of the overall project.
- Gardiner assumes all project resources are available to kick off the project within one month of contract signature.
- Client is providing warehouse space to Gardiner for delivery and storage of materials, parts, and product.
- Client is providing warehouse space to Gardiner as base for project operations.

1.5 Accountability

The following shows the key that is used to identify accountability for each deliverable:

[R] Responsibility

Indicates that the designated Party has responsibility and accountability to complete the applicable Deliverable or milestone.

[A] Approve

Indicates that the designated Party is responsible for approving the applicable Deliverable or milestone.

[S] Supports

Indicates that the designated Party is responsible for supporting the applicable Deliverable or milestone.

[C] Consulted

Indicates that the designated Party will need to provide feedback or contribute as the applicable Deliverable or milestone is completed.

[I] Informed

Indicates that the designated Party will be informed after completion of the applicable Deliverable or milestone.

The acceptance procedure for all deliverables outlined in this SOW will be as follows:

- Gardiner will work with Client personnel to gather input and complete deliverables.
- When complete, final deliverables will be given to Client. Client should review and sign off by Client utilizing a mutually agreed Acceptance Form.
- The Acceptance Form should be physically signed (or electronically signed) indicating approval or disapproval within five (5) business days of receiving the deliverable.

Key Project Task/Activity	Accountability		
	Gardiner		Client
Project Initiation & Kick Off			
Communication Plan	R		I
Change control procedures	R		S
Contact list – with roles and responsibilities	R		S
Detailed Project Plan	R		S
Requirements Confirmation			
Integration requirements sessions	R		S
Completed requirements document	R		A
Setup environment	C		I
Configuration and Unit Testing			
Install Base AclaraONE Software	R		A
Configure interfaces	R		S
Configure application - AclaraONE	R		I
Configure toughpads	R		S
Develop System Acceptance Test plan	R		A
Execute System Acceptance test scripts	S		R
Certificate of System Acceptance	C		R
Hardware Installations			
DCU site surveys	R		S
DCU Site Prep (Pole installation, AC power and Ethernet if applicable)	C		R

Key Project Task/Activity	Accountability		
Installation of DCUs	R		S
Installation of Antenna and cables on electric poles	S		R
Installation of Antenna and cables on water tank	R		S
Commissioning and testing of DCUs	R		S
Coordinate with Client on Installation of RF Meters/MTUs for System Acceptance Testing	S		R
Coordinate with Client on Installation of RF Meters/MTUs for Full Deployment (as applicable)	R		S

1.6 Project Governance

1.6.1 Project Organization

Client agrees to provide appropriate Project resources including but not limited to, data, information, workspace and appropriate and cooperative personnel, all as necessary to facilitate Gardiner's performance of the Services and the Client's integration.

Client will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Client tasks, and any additional personnel that may be necessary for Client to perform its obligations under the implementation work plan.

- Project Manager – Main point of contact for the Project. Is responsible for scheduling Client and System Owner resources, managing the scope and the Client tasks of the Project schedule, facilitating document approvals, and escalating & resolving issues as required by Gardiner as well as those required by the Client.
- Technical Owner/SME(s) – Responsible for architecture, design and development of interfaces on the System Owner's external systems. Provides input for IT process flow, test data preparation, post-install troubleshooting and diagnostics.
- User Acceptance Testing Resources – End users of the system. UAT Resources will participate in training and execute the test cases defined by the Project team.
- Escalation Resources – Typically the Project sponsor. Will participate in monthly Project review sessions with Aclara Portfolio Manager. Available to assist with any escalated issues.

Gardiner will allocate the following described personnel to the Project to provide appropriate knowledge of the indicated area and the skills to perform the Gardiner tasks, and any additional personnel that may be necessary for Gardiner to perform its obligations under the implementation work plan.

- Project Manager - Oversees all deliverables and quality control, coordinates scheduling and work assignments, assists in requirements and detailed design, resolves issues and serves as daily interface with the Client's Project Manager, who will be the primary point of contact for the Client.

- Business Systems Analyst - Gathers and documents requirements. Develops detailed configuration and interface specifications, performs system configuration, performs integration testing and training; supports data migration
- Systems Engineer - Provides hardware and software planning; Completes unit of any configured core product components. Performs installation, testing, and troubleshooting; configures network and OS; provides support and maintenance planning. Develops interfaces and any custom components, performs unit testing.
- Executive Sponsor – Makes sure project stays on track and meets Client objectives; escalation resource

1.6.2 Problem Resolution and Exception Management

A defined and understood escalation process is a critical component of any project implementation. The Gardiner project team is organized with multiple points of escalation that can be utilized as needed. Project Issues will be logged, tracked, and reviewed at least weekly. In addition, risks are identified in our status reports along with suggested mitigations. Once an issue has been identified, it will be added to the issues list and worked according to priority. Depending on the type and severity of the problem, the Gardiner PM will escalate appropriately within the organization as well as within Client.

Project leads assigned to the project will communicate daily and will escalate risks and issues that could affect the project timeline or scope to the PM who will be providing active oversight and first-level escalation support to the engagement. The PM may continue to escalate the issue through the Gardiner organization to the Vice President of Installation Services. Gardiner escalation resources will work jointly with Client escalation resources to try to resolve the issue at each level and avoid all issues from escalating further.

In addition, Gardiner will establish a communication plan at the start of the project. The Project Communication Plan will be jointly developed between Gardiner and the Client to identify issue escalation paths and to determine project status meeting cadence and expected attendees.

Gardiner's goal for the project is to provide the necessary information to Client to allow for accurate validation of schedule, scope, and deliverables. To accomplish this, Gardiner proposes the following activities: status reporting (includes schedule, issue, and risk tracking), quality reviews, and incident reviews.

1.6.3 Communication Plan & Progress Reporting

The table below details the communication and progress reporting for the project.

Project Status Report	Report sent via email	Weekly	Gardiner Project Team Client Project Team (includes Client and System Owner)
Project Team Meeting	Conference call, on-site meeting	Weekly	Gardiner Project Team Client Project Team
Issues Meeting	Conference call, on-site meeting	Weekly or as needed	Gardiner Project Team Client Project Team
Quarterly Project Review Meeting	On-site meeting	Quarterly	Gardiner Program Manager Project Managers Key Project Sponsors Aclara Executives Sponsors

1.7 Modification

No modifications to the core software are planned for this project.

1.8 System Technical Support

Aclara will support the Client regarding the AclaraONE Solution and field hardware, which operates all main facets of the proposed solution.

Attachment 2

To

Exhibit A Statement of Work

Project Definition: AMI Installation Services

This Attachment 2 describes the Installation Services to be provided by Aclara SGS to Client in support of the Project.

1. Definitions

“**AMI**” shall mean Advanced Metering Infrastructure.

“**Certified Installed**” shall mean those meters installed that have passed all QA processes with data being delivered to the System Owner.

“**CIS Data**” shall mean the data file of work orders provided by Client to Aclara SGS from its customer information system.

"Deployment Schedule" shall mean the mutually agreed upon schedule developed by Aclara SGS and Client to support the scope set forth in this Statement of Work.

"Handheld" shall mean an electronic device or equivalent running Windows or Android on the latest version available from the manufacturer that is compatible with, and incorporated into, ProField.

"Installation Attempt" shall mean physical visits, phone calls, letters, and other means to contact the customer.

"Installation Workshops" shall mean the structured startup Workshops led by Aclara SGS for Client staff to jointly define the detailed requirements and specifications for the Project.

"Installers" shall mean the field technicians who install meters/modules for this project.

"Life Support" shall designate locations where there is Life Support Equipment or other critical service requiring an appointment to install meters for this project.

"ProField" shall mean the workforce management software product used by Aclara SGS and Client for managing the performance of Services on this project. The terms under which ProField is licensed by Aclara SGS to Client shall be governed by the terms set for in Exhibit 1 to this Statement of Work. Accordingly, Exhibit 1 attached hereto is expressly made a part of this SOW as though fully set forth herein.

"ProField OnSite" shall mean the application module of ProField that is loaded on Handhelds to be used by installation technicians in the field to guide installation activities.

"Route" shall mean meter reading routes.

"RTUs – Return to Utility" shall mean those Aclara SGS work orders that need to be returned to Client for further investigation or other action as defined in the Installation Workshops. RTUs are deemed complete as it relates to billing and completed work orders.

"Services" shall mean labor, material, equipment, tools, vehicles, transportation, storage, and other things and actions necessary to perform and to complete the scope set forth in this Statement of Work.

"System Owner Agreement" means the Contract for AMI Electric and Water Implementation between Client and System Owner, dated MM/DD/YYYY.

"UTC – Unable to Complete" shall mean those installations that Aclara SGS is not currently able to complete due to issues of access or other reasons to be identified during the Installation Workshops. For avoidance of doubt, UTC items are still the responsibility of Aclara SGS until they are either resolved or change to RTU status.

"UTI – Utility to Install" shall mean work orders identified in the CIS Data as System Owner to install.

2. Gardiner and Aclara SGS Services and Responsibilities

2.1 Scope of Services

2.1.1 During the term of this SOW, Gardiner and Aclara SGS shall be expected to perform Services and manage the deployment process according to the Deployment Schedule. Gardiner and Aclara SGS responsibilities shall include, but not be limited to, installing electric meters and water meters and MTUs, inventory management, tracking and reporting on project metrics and field deployment completion data, interface development, data file exchanges, and ProField software implementation and configuration. Project entails the following:

2.1.1.1 Completion of electric and water meter quantities listed in Exhibit B.

- 2.1.1.2 If actual quantities of work orders are reduced by more than 2.5%, Aclara may adjust meter installation pricing.
- 2.1.2 In addition, Aclara SGS will perform following additional services:
 - 2.1.2.1 Perform Commercial Water Meter surveys
 - 2.1.2.2 Advanced customer communications include printing of customer postcards and management of mailing lists
 - 2.1.2.3 Door Hangers printing and using them in the field during deployment
- 2.1.3 Aclara SGS shall be responsible for the items listed in the following sections.

2.2 ProField Implementation and Access

- 2.2.1 The services provided under this Agreement that are required to deploy the ProField System for use on the Project include:
 - 2.2.1.1 Solution Design. Gathering the Project requirements and integration specifications, and designing the workflows to be implemented in the ProField System.
 - 2.2.1.2 Customization. Implementing the Solution Design in the ProField System.
 - 2.2.1.3 Commissioning. Testing and deploying ProField on the production server.
 - 2.2.1.4 Product Training. On-line training of users on the ProField System as customized for the Project.
 - 2.2.1.5 IT Infrastructure. The production servers and backup systems.
 - 2.2.1.6 IT Facility. The rent, utilities, and hosting fee
- 2.2.2 Gardiner and Aclara SGS shall integrate ProField with Client systems via daily file transfer and provide on-going IT system support during deployment. This integration is expected to consist of data file exchange between the systems occurring daily. Integrations shall include capabilities:
 - 2.2.2.1 Daily Exchange file with install data from the previous days installations.
 - 2.2.2.2 Daily Sync file with account information changes since previous business day.
- 2.2.3 As part of the services performed under this contract, Gardiner and Aclara SGS shall provide web licenses to Client to access the ProField system for review of progress and examination of other installation metrics. This web access shall be available to up to 5 necessary personnel including customer service representatives.

2.3 Deployment

Gardiner and Aclara SGS shall complete the installation of assigned AMI Electric and Water Meters in the Client service territory as outlined in the Deployment Schedule. The Deployment Schedule will be developed in such a way that it optimizes installation operations.

2.3.1 Deployment Schedule

- 2.3.2 Gardiner and Aclara SGS shall maintain a forward-looking detailed installation schedule based on the Deployment Schedule and includes:
 - 2.3.2.1 The proposed deployment is expected to have a 2-month Project Kickoff Period during which mobilization activities will occur, which will occur in conjunction with the Aclara AMI software integration and network deployment activities. Full electric meter deployment will occur over a continuous 90 day period immediately following the project kick-off period.
 - 2.3.2.2 Full water meter deployment will occur over a continuous 12-month period immediately following the Project Kickoff Period.

- 2.3.2.3 A brief Project Demobilization period.
- 2.3.2.4 A Deployment Schedule will be created as part of the Installation Workshops.

2.3.3 Project Planning

- 2.3.3.1 Client shall cause System Owner to provide Aclara SGS with a Master Planning File, via FTP file transfer, in order to develop the Deployment Schedule. The Master Planning File shall consist of those fields that are identified in the Installation Workshops and mutually agreed upon. For avoidance of doubt, included in that data shall be designations for UTI meters.
- 2.3.3.2 Gardiner and Aclara SGS shall be responsible for the planning and execution of a Deployment Schedule that maximizes efficiency, produces quickest route saturation, and provides reasonably steady workflow for Aclara SGS Installers.

2.3.4 Installation Workshops

The following documents will be created after the Installation Workshops are held. Each of the following documents and the content therein shall be incorporated by reference into this SOW as if fully set out here in its entirety:

- 2.3.4.1 Project Manual
- 2.3.4.2 ProField Integration Specifications

2.4 Project Reporting and Administration

- 2.4.1 Gardiner and Aclara SGS shall be responsible for project management, systems, staffing, call services, back office support, IT systems and field tools required to deliver the services.
- 2.4.2 Gardiner and Aclara SGS shall document meter change outs as well as those sites where the installation was not possible due to problems outside of the Installer's responsibilities. This information shall be collected in ProField OnSite and managed via ProField; this information shall be available to up to 5 of Client and System Owner users via ProField's web interface as specified in 2.2.3 above and printable reports.

2.4.3 Reporting

Gardiner and Aclara SGS shall make available daily, weekly and monthly reports. For clarity, the daily reporting shall include a report of new deployment orders and daily transmission of completed orders and the transmission of completed orders is expected to be no later than the next business day.

Report Name	Brief Description
<u>Route Saturation Report</u>	Reports the saturation (completion percentage) of each route
<u>Production Report</u>	Summary of installations completed grouped by date
<u>Production Detail Report</u>	Detail of the work orders that are completed
<u>Inventory Report</u>	Reports the count of devices in all status grouped by manufacturer and model
RTU Escalation Report	Reports all the historic and current "RTU Escalations" made on any work order
<u>Field Escalation Summary Report</u>	Reports the count of the field escalations (PER) created for each service type between the selected date range

Report Name	Brief Description
<u>Field Escalations Report</u>	Reports the details of every field escalations (PER) created for each service type
Today's Installation summary Report	Reports the count of installations by District, completed on the report day
Installation performance summary report	Reports total installs done by a tech, average time per installs, tech's experience in the project, number of escalations made by the tech on the selected date

2.4.4 Meetings

Gardiner shall hold meetings as described below:

Reoccurrence	Day	Time	Location	Attendees
Weekly	TBD	TBD	Conference Web-Based	Project Managers
Quarterly	TBD	TBD	Conference Call	Project Sponsors / Principals

If additional meetings are required, Gardiner reserves the right to review and offer options or pricing.

2.5 Installation Specifics

2.5.1 Work Hours

Gardiner and Aclara SGS may perform field work services within the hours of 7AM – 6PM Eastern Time, Monday through Saturday (as needed).

2.5.2 Blackout Window

Aclara SGS shall complete work orders as outlined in the Deployment Schedule. Aclara SGS will not install meters during the billing "blackout" window.

2.5.3 Route Completion

Route completion shall be defined as 98% of existing meters at the opening of the route for which Aclara SGS is responsible being those meters that 1.) are Certified Installed; or 2.) designated as Return to Utility; or 3.) have a future appointment for installation scheduled; or 4.) escalated to the System Owner and awaiting further action by the System Owner.

2.5.4 Return to Utility (RTU)

2.5.4.1 RTU includes irregular or unsafe conditions preventing meter installation, the parameters of which will be agreed upon between Aclara SGS and Client during the Installation Workshops and documented in the Project Manual. Such activity shall be documented in ProField and made accessible to Client/System Owner to support resolution of the issue.

2.5.4.2 Aclara SGS will be compensated at the applicable unit rate for any meter installation that must be RTU'd and cannot be completed for reasons outside of our control, including those that cannot be accessed after Aclara SGS has exhausted the required attempts to do so.

2.5.5 Substantially Complete

The project is considered Substantially Complete when Route Completion is achieved on all Routes.

2.5.6 Unable to Complete (UTC)

- 2.5.6.1 For electric meter UTC situations, Aclara SGS will make an initial field attempt to install the meter. If this is not possible, Aclara SGS Call Services will make a first phone attempt to contact the customer to schedule an appointment. If that is not successful, Call Services will make one additional phone attempt. If an appointment cannot be scheduled, the location will be returned as an RTU to the utility and the meter is considered complete for project completion percentages and billing purposes and will be paid as if the meter had been installed.
- 2.5.6.2 For water meter UTC situations, Aclara SGS will make up to 2 phone calls, including 1 after hours, and 1 physical attempt to access the meter. If these attempts are unsuccessful, the location will be returned as an RTU to the utility and the meter is considered complete for project completion percentages and billing purposes and will be paid as if the meter had been installed.

2.5.7 Installation Processes

Gardiner and Aclara SGS will use a standard electric meter/water meter workflow for each type of work (electric/water). Deviations from the standard workflow will result in additional charges for customization.

- 2.5.7.1 Electric meters are assumed to all be outdoors; approximately 3% of locations will require a second visit to complete. Should the first-time failed visit rate for electric meters exceed 3%, Aclara SGS will issue an appropriate Change Order to Client for additional costs incurred.
- 2.5.7.2 Water meters are assumed to be indoors and require appointments to access.
- 2.5.7.3 Water meter exchanges will be like-for-like.
- 2.5.7.4 Commercial water meters size 3" and above and require a 2-person crew and Confined Space Entry are assumed.
- 2.5.7.4.1 Pricing for installation of commercial water meters 3" and above is estimated and dependent upon a survey of the meter location. Aclara SGS has provided a price for its staff to survey these locations in order to determine sufficient information to provide a final installation estimate to the System Owner.
- 2.5.7.5 Traffic light and railroad crossing electric meters are not included.

2.5.8 Bypass Availability

Aclara SGS shall use its most efficient and safe meter change-out process. Aclara SGS will change out a polyphase or CT meter where a bypass facility is available. Such premises where a bypass is not available including but not exclusive to instrument-rated meters will be RTU'd.

2.5.9 System Owner's Customer Notification

Prior to performing an electric meter installation, Gardiner and Aclara SGS will attempt to:

- 2.5.9.1 Notify System Owner's customers at single-family dwellings prior to exchanging the meter by knocking at the door or ringing doorbell.
- 2.5.9.2 Notify the building or property manager for multiple dwelling units.
- 2.5.9.3 Aclara SGS will proceed with meter exchange if customer/building or property manager do not respond.

2.5.10 Appointments

- 2.5.11 Water meters are indoors and will require appointments to gain access.
- 2.5.12 Gardiner and Aclara SGS will undertake the following steps to secure an appointment:
 - 2.5.12.1 Aclara SGS will send postcards to all residents notifying of the need to schedule

an appointment.

2.5.12.2 Aclara SGS will make up to 2 phones, including 1 after hours, and 1 physical attempt to access the meter.

2.5.13 When appointments are required, Aclara SGS shall make customer appointments with the expectation of meeting a 4 hour or less window. If Aclara SGS cannot perform during the appointment window, Aclara SGS shall call the customer to inform them of a delay and give them the opportunity to reschedule.

2.5.14 For situations where accurate phone data is not available and Aclara SGS requires this information to set a customer appointment, Aclara SGS will RTU these installations.

2.5.15 Pre-Installation Postcards

Gardiner and Aclara SGS shall mail a postcard to customers informing them of the upcoming meter exchange and requesting that customers with indoor meters contact Aclara SGS to schedule an appointment. The language and specifics of this postcard shall be determined during the Installation Workshops.

2.5.16 Photographs

2.5.16.1 When taking photographs, the Installer shall document and digitally capture, store photographs, which are available in ProField. Photographs shall include a date and time stamp, as supported by the ProField handheld and software.

2.5.16.2 Electric Installations. Aclara SGS will take five (5) photos: 1.) Pre-installation site; 2.) Before (legacy meter); 3.) Empty socket; 4.) After (new meter); 5.) Post-installation site.

2.5.16.3 Water Installations. Aclara SGS will take four (4) photos: 1) Pre-installation site photo; 2) Before (legacy meter/module face); 3) After (new meter/module face); 4) Post-installation site photo.

2.5.17 Booted Meters

For Client, if a boot (sleeve) is found on an electric meter during an AMI electric meter exchange, the newly installed meter shall also be booted. The Installer shall not reuse existing boots but install new boots provided by Client.

2.5.18 Cutting/Grinding Locks

Gardiner and Aclara SGS will perform cutting or grinding of locks on electric meters if required for up to 5% of the electric meter population. The Lock Cutting Fee listed on line 7.14 in Exhibit B will apply when this work is performed for any meter in excess of this 5%.

2.5.19 Exception Processes

In situations in which the meter cannot be installed, the Installer is responsible for accurately logging the issue by selecting the appropriate escalation code and documenting the situation with photographic evidence and supporting notes. During Installation Workshops, escalation codes will be identified.

2.6 Warehousing and Offices

2.6.1 Client shall provide warehouse as described in Section 3.2.3, which shall contain sufficient space in which Gardiner and Aclara SGS representatives can work.

2.6.2 Gardiner and Aclara SGS shall be responsible for inventory management only in a dedicated Gardiner/Aclara SGS section of System Owner's warehouse.

2.7 Inventory and Supply Chain Management

2.7.1 Gardiner and Aclara SGS shall manage warehousing and inventory including:

2.7.1.1 Electric and water meters and MTUs

- 2.7.1.2 Project-related consumables provided by Client as necessary.
- 2.7.2 Other Gardiner duties include:
 - 2.7.2.1 Receive and inspect incoming shipments of electric meters.
 - 2.7.2.2 If required, quarantine received meters to not allow installation of the devices until receiving notification from Client of the successful completion of sample testing.
 - 2.7.2.3 Account for inventory on a monthly basis.
 - 2.7.2.4 Enter inventory changes into ProField.
- 2.7.3 Gardiner and Aclara SGS shall be responsible for the care and proper handling of new and removed meters from delivery receipt, storage, deployment, transporting (from the field to the warehouse), re-packing to safely transport back to the meter shop or designated shipping point.
- 2.7.4 Gardiner and Aclara SGS will work with the Client to manage the process for any RMA or return of warranty defects of Aclara meters during the meter installation deployment period. Meters that have failed during installation will be classified as defective or damaged. Aclara SGS will package, stage and post failed meter quantities in its Inventory Management System.
- 2.7.5 If meters are received defective from the manufacturer, they are designated as defective and handled as such.

2.8 Call Services

Aclara SGS shall provide call services for scheduling of meter installation appointments for which Aclara SGS is responsible and for responding to incoming calls from consumers relating to the Project. Services shall include the ability to perform bi-directional warm transfers between Aclara SGS and Clients call centers. Aclara SGS calling hours of operation shall align with the hours of deployment services.

2.9 Fleet/Vehicles

All Aclara SGS vehicles shall display the appropriate Aclara SGS labeling to include a Client logo as approved by Client/System Owner.

2.10 Claims

Aclara SGS shall follow a claims resolution process mutually agreed upon during the Installation Workshops to handle customer claims associated with the services of this SOW.

2.11 Staffing Provisions

- 2.11.1 Gardiner and Aclara SGS shall be responsible for hiring, training, equipping, and managing field workers during the deployment.
- 2.11.2 To support the services outlined herein, Aclara SGS shall provide sufficient project management, field, warehouse and back-office personnel.
 - 2.11.2.1 Installation activities will be overseen by a local Field Supervisor who will manage the day-to-day operations of the installers, inventory assignments, field issue escalations, and be the primary point of contact with the Client on meter installation related operational and field issues.
- 2.11.3 Gardiner has used the following Prevailing Wage Rates to calculate meter installation prices for this project:
 - 2.11.3.1 Electric meter installations will be performed using Labor Class "Laborer Heavy Highway 2" for Trumbull County, OH at an hourly rate of \$32.05 with an additional hourly fringe rate of \$11.25 plus statutory costs.

- 2.11.3.2 Residential water meter installations (size 1" or below) will also be performed using Labor Class "Laborer Heavy Highway 2" for Trumbull County, OH at an hourly rate of \$32.05 with an additional hourly fringe rate of \$11.25 plus statutory costs.
- 2.11.3.3 Commercial water meter installations (size 1.5" or above) will be performed either by the Aclara SGS Field Supervisor or using Labor Class "Plumber Pipefitter Local 396" for Trumbull County, OH at an hourly rate of \$43.16 with an additional fringe rate of \$25.73 plus statutory costs.
- 2.11.3.4 Should the City or State alter the Prevailing Wage Rates required to perform any portion of this work, Gardiner will issue a Change Order to Client to cover the additional costs incurred.
- 2.11.4 Gardiner reserves the right to subcontract any portion of meter installation or other work.
- 2.11.5 Gardiner and Aclara SGS shall provide personnel with the requisite knowledge and skill sets to perform meter installation functions.
- 2.11.6 Gardiner shall be familiar with and observe established and accepted labor practices, procedures, and project agreements.
- 2.11.7 Gardiner shall have full responsibility for the conduct of employees employed on or in connection with the services (including the employees of any subcontractor) and will ensure that there is adequate, daily supervision of services.
- 2.11.8 Gardiner shall be responsible for ensuring personnel maintain any professional qualifications, licenses, permits, certifications and skills appropriate for the Services to be performed.
- 2.11.9 All employees hired or sub-contracted by Gardiner to provide the services listed in this document shall undergo and pass a pre-employment background check conducted under the auspices of Gardiner.
- 2.11.10 Gardiner and Aclara SGS shall comply with the federal Drug-Free Workplace Act of 1988 and maintain a Substance Abuse Program.
- 2.11.11 Gardiner and Aclara SGS Personnel shall be subject to drug testing upon hire.
- 2.11.12 Gardiner and Aclara SGS shall test its employees as appropriate throughout the performance of Services in accordance with its Substance Abuse Program.
- 2.11.13 Gardiner and Aclara SGS will provide IT resources on an on-going basis to support day to day operations during the field deployment throughout the course of the contract.

2.12 Training

- 2.12.1 Gardiner and Aclara SGS shall be responsible for training employees to perform the services outlined herein. Training shall include but is not limited to:
 - 2.12.1.1 Proper meter installation.
 - 2.12.1.2 Ability to identify:
 - 2.12.1.2.1 Electric Meters. Meter sockets (socket types, forms, etc.), service voltages, and service sizes.
 - 2.12.1.2.2 Water Meters. Meter sizes, lay lengths, and service line materials.
 - 2.12.1.3 Correct reading of meter registers.
 - 2.12.1.4 Operating and maintaining data transfer systems.
 - 2.12.1.5 Training on customer communication including managing customer contacts during the installation of meters. Aclara SGS shall train on procedures for managing difficult customer situations and resolutions.
 - 2.12.1.6 Recognize and respond properly to dangerous conditions and emergency

situations.

2.12.1.7 Recognize and report suspected theft of service (tampering).

2.12.1.8 Report abnormal operating conditions as defined during Workshops.

2.12.1.9 Recognize damaged services and respond appropriately to safety, service, and repair issues.

2.12.1.10 Identify energized meter enclosures and other unsafe meter situations.

2.12.2 Aclara SGS shall train up to five (5) Client staff on the use of ProField.

2.13 Safety Program

2.13.1 Gardiner shall maintain a documented safety program.

2.13.2 Gardiner shall provide personal protective equipment, uniforms, photo ID badges, and vehicle signage. Personal protective equipment must meet industry standards.

2.14 Quality Assurance

2.14.1 Gardiner will consistently follow its quality assurance program, use its best skill, judgment and efforts in providing Services and support to Client.

2.14.2 Gardiner and Aclara SGS's quality audit program consists of:

2.14.2.1 In-progress audits performed by field supervisors; in the first 3-5 days of a new Installer starting to perform meter replacements, 20% of work is checked while in progress.

2.14.2.2 In-progress and post-installation audits performed by field supervisors on an ongoing basis throughout the project.

2.14.2.3 Installation data audit performed by back-office staff on a.) 100% of legacy meter reads and b.) up to 10% sample-based check of image quality.

2.14.3 If required to perform services inside of a property/home, Aclara SGS shall be courteous when entering the property/home and exercise care not to damage or soil flooring or other property.

3. Client Services and Responsibilities

Failure to provide the items below which result in interruptions or delays to installation schedule or otherwise increase Gardiner's costs will result in a Change Order to the Client.

3.1 Supply of Meters and Materials

3.1.1 Client will maintain a supply of meters to Aclara SGS adequate for supporting a minimum of 30-days of scheduled meter exchanges.

3.1.2 Client will provide all consumables required for installing Meters including but not limited to:

3.1.2.1 Electric. Locking rings, meter base covers, disconnect boots, meter bands, locking devices.

3.1.2.2 Water. Screws, covers, seals, wires, gaskets, washers.

3.2 Client Responsibilities

Client will work directly with Gardiner and Aclara SGS to provide the items below.

3.2.1 Pilot Installations

Client or System Owner will perform any pilot meter installations.

3.2.2 Disposal

Client shall be responsible for disposal of old materials and of any related hazmat.

3.2.3 Warehousing and Offices

- 3.2.3.1 Client will provide adequate space in System Owner's shared warehouse for Gardiner's and Aclara SGS's exclusive use and control (i.e., an area designated for Aclara SGS), including the necessary equipment, including fork lifts, pallet jacks, internet connection, and utilities.
- 3.2.3.2 The warehouse space will have ample secured parking for Gardiner and Aclara SGS's vehicles.
- 3.2.3.3 The warehouse space will have office facilities, equipment staging areas, bathroom facilities, etc., for use by Gardiner and Aclara SGS.
- 3.2.3.4 Should Aclara SGS deem the warehouse unacceptable from an operations or Environmental, Health, and Safety (EHS) standpoint, Client shall provide and pay for an acceptable warehouse space.

3.2.4 Black Out Periods

Client shall notify Gardiner and Aclara SGS prior to the commencement of the Project by route and by cycle of each blackout period that will occur during the Project.

3.2.5 Client Interactions and Data

- 3.2.5.1 Scheduling. Client shall work with Aclara SGS on appointment scheduling efforts, including providing enforcement language for communication materials that require residents to comply with appointment schedule efforts and shut-off notices.
- 3.2.5.2 Scripts. Client shall provide the scripts to be used in interactions with Clients end customers including, but not limited to, FAQ sheets, customer interaction prior to exchanging meters, appointment scheduling, and call center dialogue.
- 3.2.5.3 Problem Tickets. Client shall respond to ProField Problem Tickets within three (3) business days.
- 3.2.5.4 CIS Data.
 - 3.2.5.4.1 Following the Installation Workshop, Client shall provide Aclara SGS with an initial CIS file no less than four weeks from the agreed upon completion date of the ProField build.
 - 3.2.5.4.2 Client shall provide to Aclara SGS the CIS data needed to determine the location of meters to be installed as well as various other parameters, including but not limited to, accurate contact information, customers on life support, customers requiring appointments, CIS Service Order number, and customers with "booted" meters. Client shall cause System Owner to provide Aclara SGS a daily database re-fresh of the CIS data.

3.2.6 Repairs

Client will be responsible for performing repairs discovered during the installation process, which shall be escalated to Client via ProField.

4. Pricing

- 4.1 *The Hourly Rate in the pricing sheet applies to the following circumstances:*
 - 4.1.1 When Aclara SGS's field staff is required to standby at a customer location awaiting instructions from the System Owner or arrival of their staff.
 - 4.1.2 When Gardiner and Aclara SGS is asked to exchange or investigate a meter outside of Aclara SGS's deployment plan.
 - 4.1.3 Troubleshooting properly installed equipment.

5. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties and shall be made in accordance with Attachment 5 hereto, Change Order, which is hereby incorporated by reference. Gardiner and Aclara SGS shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

Exhibit 1 to Attachment 2

ProField Licensing

Aclara Smart Grid Solutions, LLC ("Aclara SGS" or "Contractor") is the developer and owner of an industry-leading proprietary mobile workforce management software ("ProField System"). Contractor also offers certain services associated with the ProField System. As such, CUSTOMER ("Client" or "Licensee") Client wishes to license specified modules of the ProField System, for the purpose of managing and tracking a workforce performing services for Client or Client's customer ("Project"). Client also wishes to obtain through Contractor certain 3rd party components such as hardware, software and data for the full use of the functionality and features of Licensed Software (as defined in Section A.1 hereafter). Accordingly, the terms under which the ProField software solution is licensed by Contractor to Client shall be governed by the terms set forth in this ProField Licensing Schedule ("Software Schedule").

Licensed Software. The modules of the ProField System licensed under this Agreement are identified below:

ProField Modules	Included
ProFieldCORE: OpsCenter, OnSite, Inventory, Reports	<input checked="" type="checkbox"/>
SafetyFirst	<input checked="" type="checkbox"/>
TrainingPlus	<input checked="" type="checkbox"/>
DayRoute	<input checked="" type="checkbox"/>
CustomerCare	<input checked="" type="checkbox"/>
VoltageRecording	<input type="checkbox"/>
ThermalImaging	<input type="checkbox"/>
AccuRead	<input type="checkbox"/>
SocketAnalysis	<input type="checkbox"/>

The Licensed Software is supplied in the following license components:

ProField Server, an application server;

ProField Web, web applications intended for use by management and supervisors, on personal computers.

3rd Party Software.

Client may obtain "Third Party Software" directly from the third parties or through Contractor. Use of the full feature set of the ProField System requires that certain third- party software. Whether obtained by Client directly from the third parties or through Contractor, Client will in each case be the Client of the Third- Party Software and is solely responsible for compliance with applicable license terms and conditions.

The 3rd Party components obtained through Contractor by Owner under this Agreement are set forth below:

3 rd Party Software	Included
ProFieldCORE	
Bing	<input checked="" type="checkbox"/>
Soti	<input checked="" type="checkbox"/>

Type of License.

Licensed Software will be hosted on Contractor's private cloud.

License

Grant of Licenses. Subject to the terms and conditions of this Software Schedule, including without limitation the pricing, types and quantities of ProField System modules and the timely and full receipt of payment in accordance with the terms of this Software Schedule, Contractor grants to Licensee a non-exclusive, non-transferable, non-sublicensable, non-assignable, fully paid-up, royalty-free licenses to access and use the Licensed Software for the sole purpose of performing work on the Project.

Licensee End Users. Prior to commissioning the Licensed Software, Licensee shall supply a list of the names of all users who are authorized to use the Licensed Software. Licensee shall keep the list current at all times and promptly inform Contractor of any change in Licensee End Users. Licensee will strictly enforce each Licensee End User's user identification and password controls, to ensure that Licensee End User's identity is not used to access the Licensed Software by any other person.

License Restrictions. Notwithstanding anything to the contrary contained in this Software Schedule, Licensee acknowledges and agrees that it shall not, directly or indirectly: (i) sublicense, assign, sell, lease or otherwise transfer the rights to use all or any part of the Licensed Software; (ii) alter or permit a third party to alter all or any part of the Licensed Software; (iii) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from all or any part of the Licensed Software; (iv) modify, translate, adapt, alter or create derivative works from all or any part of the Licensed Software (v) allow access to all or any part of the Licensed Software by anyone that is not a designated Licensee End User; (vi) use all or any part of the

Licensed Software in a manner that interferes with, degrades, or disrupts the integrity or performance of any Contractor technologies, services, systems or other offerings, including data transmission, storage and backup; (vii) circumvent or disable any security features or functionality associated with all or any part of the Licensed Software; (viii) input or otherwise use in conjunction with all or any part of the Licensed Software any Licensee information that actually or potentially infringes or misappropriates a copyright, trade secret, trademark or other intellectual property right of any third party; (ix) input or otherwise use in conjunction with all or any part of the Licensed Software any Licensee information that constitutes or contains anything that is obscene, defamatory, harassing, offensive or malicious, including malicious code, adware, viruses, Trojan horses or other malware; (x) use all or any part of the Licensed Software to provide service bureau facilities or commercial time-sharing services to any third party or supporting operations for any third party through the access and/or use of all or any part of the Licensed Software; or (xi) use all or any part of the Licensed Software in any manner prohibited by law.

Pricing and Payment Schedule

Licensee will pay the amounts and in accordance with the terms specified in the applicable Statement of Work, dated SOW-DATE, as applicable.

Proprietary Rights

Ownership of Licensed Software. Title, ownership rights, and intellectual property rights in the Licensed Software are, and shall at all times remain, with Contractor. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Contractor's ownership of or rights with respect to the Licensed Software. The Licensed Software and the ProField System are protected by copyright, patent, trade secret and other intellectual property laws and by international treaties. Licensee expressly acknowledges and agrees that it obtains no intellectual property rights or licenses in or to the Licensed Software, any ProField modules, or the ProField System except for the rights expressly granted herein. All trademarks used in connection with the Licensed Software, the ProField modules and ProField System are owned by Contractor and no license to use any such trademarks is provided hereunder.

Licensee Data. Licensee is solely responsible for collecting, inputting, and updating all data and content related to Licensee's use of the Licensed Software ("**Licensee Data**"). The Licensee Data shall be regarded to be Licensee Confidential Information. As between Contractor and Licensee, Contractor expressly acknowledges and agrees that Licensee shall own all right, title and interest in and to any Licensee Data, and that Contractor shall access, store or use Licensee Data only for the purpose of enabling Licensee to make use of the Licensed Software as specified herein (and for no other purpose) and shall not disclose Licensee Data to any third party except as may be expressly directed by Licensee in advance in writing.

Feedback. Suggestions or ideas provided by Licensee pertaining to the Licensed Software or the ProField System or any modification or implementation thereof ("**Feedback**"), once given, shall become the property of Contractor, and nothing in this Software Schedule or in the Parties' dealings arising out of or related to this Software Schedule will restrict Contractor's right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensating Licensee. Licensee agrees that its provision of

Feedback does not afford it any intellectual property or any other right, title, or interest in or to software, inventions, or other assets created by Contractor.

Disclaimer of Warranties

NEITHER PARTY MAKES ANY REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESS OR IMPLIED. In particular, Licensee acknowledges and agrees that the Licensed Software may be subject to interruption, limitations, delays, and other problems inherent in the use of software applications, especially when used in conjunction with data plans provided by third parties and Third- Party Software. Contractor is not responsible for any such delays, delivery failures, or any other damage resulting from events beyond Contractor's reasonable control, without regard to whether such events are reasonably foreseeable by Contractor. CONTRACTOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR ANY THIRD- PARTY SOFTWARE UTILIZED BY LICENSEE SHALL BE PROVIDED WITHOUT ERROR.

Term

This Software Schedule shall commence on the date set forth in the Statement of Work No. 1 and shall continue in full force and effect for the term set forth therein.

Actions upon Expiration or Termination of the Software Schedule

Cessation of Use of Licensed Software. Upon expiration or termination of the Software Schedule, Licensee shall immediately cease to use the Licensed Software.

Return of Leased Hardware. In the event that Licensee has opted to lease Hardware from Contractor, Licensee shall promptly (but in no event longer than five (5) business days after expiration or termination of the Contract return all such leased Hardware to Contractor. Returned Hardware shall be in working order, and in their original condition as provided to Licensee, with reasonable wear and tear consistent with their normal use excepted. Licensee shall be solely responsible for any cost or expense associated with the repair or replacement of any damaged or lost Hardware, and Contractor shall not charge any premium therefor, but shall pass such cost or expense through to Licensee at Contractor's actual cost.

Attachment 3

to

Exhibit A Statement of Work

Energy Management

1. Building LED Lighting Retrofit

The following scope of work shall apply to all buildings included in the detailed audit sheets. Materials to be furnished and work to be performed shall include:

- Supply all necessary lamps, ballasts and fixtures to complete work
- Provide one (1) set of product literature for all components installed.
- All fixtures and lenses that are replaced or retrofitted must be wiped clean.
- All miscellaneous material and labor including but not limited to wire, wire nuts, replacement sockets, tombstones.
- Travel and disposal cost will be included in the price.
- Work shall be performed in such a manner so as to cause minimum disruption to the normal operation of the City. The requirement of work undertaken during times other than normal working hours shall be included as necessary.
- GARDINER to provide any lifts, scaffolds, booms and ladders, etc.
- The lighting renovation shall include the replacement of the existing ballasts (where applicable) with electronic ballasts and T8 lamps.
- Replacement of yellowed or broken lenses shall be included as a part of this work
- Broken sockets shall also be replaced with new.
- All work areas shall be completely clean following completion of the work in that area. Disposal of all lamps and ballasts are the responsibility of this GARDINER.

Lighting Scope of Work

City Hall Building Area	Fixture Type	Lamps	Fixture Qty	Proposed
Wall-packs	MH-MH175-1	1	2	NEW LED LG WALL PACK
Wall-packs	MH-MH250-1	1	3	NEW LED LG WALL PACK
Ground Floods	LED-L40-1	1	2	***LEAVE AS IS**
Wall-pack	MH-MH150-1	1	1	NEW LED LG WALL PACK
Flood	HPS-HPS400-1	1	1	NEW LED SLIPFITTER MOUNTED FLOOD
Police Garage	HAL-H75-1	1	5	LED A LAMP SCREW-IN
Wall sconces	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE

Front walkway First Floor	LIN-LED-L20T8LED-4	4	5	DIRECT WIRE 4' 4-LAMP LED TUBE
Front walkway First Floor	LED-L40-1	1	1	***LEAVE AS IS***
Courtroom	UFL-FU31T8/6-2	2	33	DIRECT WIRE 4' 2-LAMP LED TUBE U-TUBE
Judges Quarters Restroom	INCAN-I80-1	1	4	LED A LAMP SCREW-IN
Hallway	F-F32T8-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Office rooms by courtroom	F-F32T8-2	2	8	DIRECT WIRE 4' 2-LAMP LED TUBE
Clerk courts area	2X4 FLAT	1	14	***LEAVE AS IS***
TV Room	F-F40T12-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Restroom	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Vault	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
City Manager's Office	F-F32T8-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE
City Clerks	F-F32T8-2	2	6	DIRECT WIRE 4' 2-LAMP LED TUBE
City Manager Hallway	F-F32T8-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Closet city manager	CFL-CFQ26W-1	1	1	LED A LAMP SCREW-IN
Law enforcement hallway	F-F40T12-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Law enforcement hallway	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Law enforcement	F-F40T12-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
Mayors office	F-F40T12-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Second Floor Hallway	F-F32T8-3	3	3	DIRECT WIRE 4' 3-LAMP LED TUBE
Second Floor Hallway	F-F32T8-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
Restroom second Floor Hallway	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Second Floor Closet	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Stairwell	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Stairwell	F-F32T8-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Stairwell	LIN-LED-L18I8LED-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
First Floor Closet	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Fire House Garage	F-F40T12-2	2	20	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House Garage	F-F96T12-2	2	12	DIRECT WIRE 4' 4-LAMP LED TUBE
Fire house hallway	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House	F-F32T8-4	4	6	DIRECT WIRE 4' 4-LAMP LED TUBE
Fire House Kitchen	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House Kitchen	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Fire House Restroom	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Fire House Restroom	INCAN-I60-1	1	2	LED A LAMP SCREW-IN
First Floor Restroom	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Police Department	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Department records Area	F-F32T8-4	4	3	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Department BAC	F-F32T8-3	3	2	DIRECT WIRE 4' 3-LAMP LED TUBE
Police Mail Room	F-F32T8-4	4	1	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Holding Cells	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Holding Cells	CFL-CF36W-1	1	3	LED A LAMP SCREW-IN
Chiefs Area	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Sergeant Office	F-F32T8-4	4	1	DIRECT WIRE 4' 4-LAMP LED TUBE
Before Chiefs Office	F-F32T8-4	4	1	DIRECT WIRE 4' 4-LAMP LED TUBE
Chiefs Office	F-F32T8-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Police Vault	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Basement Hallway	LIN-LED-L18I8LED-4	4	2	DIRECT WIRE 4' 4-LAMP LED TUBE
Basement evidence Room	F-F40T12-4	4	4	DIRECT WIRE 4' 4-LAMP LED TUBE
Weight room basement	CFL-CF36W-1	1	2	LED A LAMP SCREW-IN
Weight room basement	CFL-CF36W-1	1	2	LED A LAMP SCREW-IN
Old Evidence Room	INCAN-I80-1	1	4	LED A LAMP SCREW-IN

Water Treatment Plant		No. of		Proposed
Building Area	Fixture Type	Lamps	Qty	
Old Evidence Room	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Wall-packs	HPS-HPS400-1	1	4	NEW LED LG WALL PACK
Entry	LED-L16-1	1	2	***LEAVE AS IS***
Entry	INCAN-I80-1	1	2	LED A LAMP SCREW-IN
Flood	HAL-H75-2	2	3	LED PAR38 SCREW-IN
Flood	MH-MH150-1	1	5	NEW LED KNUCKLE MOUNT FLOODLIGHT
Door light	INCAN-I100-1	1	2	LED A LAMP SCREW-IN
Security	MH-MH250-1	1	1	***REMOVE***
Entry Hallway	LIN-LED-L15T8LED-2	2	8	DIRECT WIRE 4' 2-LAMP LED TUBE
Lab	LIN-LED-L15T8LED-2	2	6	DIRECT WIRE 4' 2-LAMP LED TUBE
Office	LIN-LED-L15T8LED-2	2	3	DIRECT WIRE 4' 2-LAMP LED TUBE
Restroom	LIN-LED-L15T8LED-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Filter operating Room	LED-L40-1	1	4	***LEAVE AS IS***
Filter operating Room	MH-MH250-1	1	4	NEW LED TRUNNION MOUNT FLOOD
Carbon building	F-F32T8-2	2	5	DIRECT WIRE 4' 2-LAMP LED TUBE
Tank Dome	CFL-CFT13W-2 PIN	1	4	NEW 2PIN LED PLUG-IN LAMP
Tank Dome	HAL-H75-1	1	2	LED PAR38 SCREW-IN
Filter Room	F-F32T8-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE

Waste Water Plant		No. of		Proposed
Building Area	Fixture Type	Lamps	Qty	
Wall-packs	MH-MH250-1	1	9	NEW LED LG WALL PACK
Poles	HPS-HPS400-1	1	6	NEW LED POLE SHOEBOX ROUND BRONZE
Wall-pack	MH-MH250-1	1	15	NEW LED LG WALL PACK
Security light above outdoor holding tanks	MH-MH250-1 POLE SLIP	1	34	NEW LED POLE FLOOD
Poles	MH-MH400-1	1	3	NEW LED POLE SHOEBOX ROUND BRONZE
Pump garage	MH-MH200-1 CANOPY	1	2	NEW LED SURFACE CANOPY
Lab	LIN-LED-L15T8LED-2	2	12	DIRECT WIRE 4' 2-LAMP LED TUBE
Stairwell	LED-L40-1	1	3	***LEAVE AS IS***
Generator room	F-F40T12-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
Restrooms	LED-L40-1	1	2	<< ENTER PRODUCT CODE >>
Closet	INCAN-I60-1	1	1	LED A LAMP SCREW-IN
Lab hallway	LIN-LED-L11T8LED-2 2X2	2	2	***LEAVE AS IS***
Administration	CFL-CF13W-1	1	7	NEW 2PIN LED PLUG-IN LAMP
Administration	LIN-LED-L15T8LED-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE
Breakroom	LIN-LED-L15T8LED-2	2	4	DIRECT WIRE 4' 2-LAMP LED TUBE
Office administration	LED-L16-1	1	1	***LEAVE AS IS***
Office administration	LIN-LED-L15T8LED-2	2	3	DIRECT WIRE 4' 2-LAMP LED TUBE
Stairwell	INCAN-I60-1	1	5	LED A LAMP SCREW-IN
Basement	LED-L25-1 4' VAPORTITE	1	17	NEW 4' LED STRIP
Basement	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Basement	LED-L25-1 8' CHANNEL	1	5	NEW 8' LED STRIP
Basement	LED-L25-1 4' CHANNEL	1	1	NEW 4' LED STRIP
Grit Area building	LED-L100-1	1	7	NEW LED SURFACE CANOPY
Primary pumps Room	F-F32T8-2	2	18	DIRECT WIRE 4' 2-LAMP LED TUBE
Aeration Room	F-F32T8-2	2	8	DIRECT WIRE 4' 2-LAMP LED TUBE
RAS Building	F-F32T8-2	2	6	DIRECT WIRE 4' 2-LAMP LED TUBE

Equipment Garage	LED-L25-1	2	6	***LEAVE AS IS***
Equipment Garage	F-F32T8-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE
Vehicle Garage	LED-L25-1	1	12	***LEAVE AS IS***
Vehicle Garage	F-F32T8-3	3	9	DIRECT WIRE 4' 3-LAMP LED TUBE
Vehicle Garage	F-F40T12-2	2	1	DIRECT WIRE 4' 2-LAMP LED TUBE

Grounds Maintenance Buildings Building Area	Fixture Type	No.of Lamps	Qty	Proposed
800 Bldg	F-F96T12/HO-2	2	8	NEW 8' LED STRIP
Salt Shed	MH-MH250-1	1	1	NEW LED TRUNNION MOUNT FLOOD
700 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP
900 bldg	F-F96T12/HO-2	2	12	NEW 8' LED STRIP
900 bldg	INCAN-II00-1	1	1	LED A LAMP SCREW-IN
600 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP
500 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP
400 bldg	F-F96T12/HO-2	2	9	NEW 8' LED STRIP
400 bldg	LIN-LED-L15T8LED-2	2	2	DIRECT WIRE 4' 2-LAMP LED TUBE
300 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP
200 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP
100 bldg	F-F96T12/HO-2	2	10	NEW 8' LED STRIP

2. Building Automation

The following scope of work shall apply to all buildings included in the detailed audit sheets. Materials to be furnished and work to be performed shall include:

A. Municipal/Administration Building

Gardiner will install KMC App-Stats for the furnaces & UH'S and replace the Carrier VVT system with the KMC Changeover bypass system. Each HVAC unit will be stand-alone control (not networked)

- Firehouse – (2) Gas Fired UH'S.
- Basement – (2) Gas Fired Furnaces with Split DX.
- 2nd floor - (3) Gas Fired Furnaces with Split DX.
- Carrier Gas Fired Furnaces (Twinned) – carrier VVT System with (6) Zones & (1) Bypass.

Attachment 4

to

Exhibit A Statement of Work

Expected Financial Benefits

Exhibit 1. Projected Annual Cash Flows from AMI and Energy Management Projects

Project Annual Cash Flow Sheet

	Increased Revenues	Ops Savings	Total Annual Savings
<i>Construction</i>	\$167,610		\$167,610
1	\$372,467	\$78,943	\$451,410
2	\$379,916	\$78,943	\$458,859
3	\$387,515	\$78,943	\$466,458
4	\$395,265	\$78,943	\$474,208
5	\$403,170	\$78,943	\$482,113
6	\$411,234	\$78,943	\$490,177
7	\$419,458	\$78,943	\$498,401
8	\$427,848	\$78,943	\$506,791
9	\$436,404	\$78,943	\$515,347
10	\$445,133	\$78,943	\$524,076
11	\$454,035	\$78,943	\$532,978
12	\$463,116	\$78,943	\$542,059
13	\$472,378	\$78,943	\$551,321
14	\$481,826	\$78,943	\$560,769
15	\$491,462	\$78,943	\$570,405
Total	\$6,608,837	\$1,184,145	\$7,792,982

Exhibit 2. Construction Period Savings = 45% of Annual Savings from Exhibit 3

Source of Project Benefits	Annual Increased Utility Revenue
Meter Reading Staff Reduction	
Avoided Utility Theft (1% of Electric, water ,sewer)	\$38,497.05
LED Lighting Operations Savings	
HVAC/LED Lighting Energy Savings	
Increased Electrical billable useage (3%)	\$72,558.00
Increased Water Billable Useage (3%)	\$23,485.05
Increased Sewer Billable Useage (3%)	\$18,287.55
Elimination of Meter Re-Reads (electrical)	
Elimination of Meter Re-Reads (water)	
Trumbull County /Braceville meter	\$14,782.50
Elimination of Shut-offs/ turn on Electrical	
TOTAL INCREASED UTILITY REVENUE	\$167,610.15

Exhibit 3. Measured Project Benefits (non-Guaranteed)

The project benefits identified below shall be Measured Project Benefits (non-guaranteed) under this exhibit. Gardiner will supply an annual report on the achievement of the expected measured project benefits.

Source of Project Benefits	Annual Increased Utility Revenue	Annual Operational Savings	Description
Meter Reading Staff Reduction		\$3,000.00	
Avoided Utility Theft (1% of Electric, water ,sewer)	\$85,549.00		AWWA Standard
LED Lighting Operations Savings		\$2,536.00	
HVAC/LED Lighting Energy Savings		\$25,407.00	Calculated through Audit
increased Electrical billable useage (3%)	\$161,240.00		
Increased Water Billable Useage (3%)	\$52,189.00		
Increased Sewer Billable Useage (3%)	\$40,639.00		
Elimination of Meter Re-Reads (electrical)		\$21,120.00	449/year - 2 FTE's@10/day = 44 days@ \$480/Day
Elimination of Meter Re-Reads (water)		\$21,120.00	449/year - 2 FTE's@10/day = 44 days@ \$480/Day
Trumbull County /Braceville meter	\$32,850.00		Per new revenue results
Elimination of Shut-offs/ turn on Electrical		\$5,760.00	120/year - 2 FTE's@10/month=12 days@480/Day
TOTAL INCREASED UTILITY REVENUE	\$372,467.00	\$78,943.00	
TOTAL ALL REVENUE/SAVINGS SOURCES	\$451,410.00		

Attachment 5**to****Exhibit A Statement of Work****Change Order Procedure**

Any change to a Statement of Work must be agreed upon in writing by both parties. The following procedure (whether requested by the Gardiner, Client or Aclara) will be used to control all changes. All Requests for Change ("RFC") to the applicable Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on Project schedule;
and
- Estimated change, if any, in Services fee

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives. All approved RFC's will be incorporated into the Change Order to this Statement of Work. Gardiner and its subcontractors will not perform any Services outside of the Statement of Work until the RFC has been signed by both parties.

1. Describe the requested change: _____

2. Define the impact, if any, on existing work product: _____

3. Define additional work product required as a result of the requested change, if any: _____

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate. _____

5. Provide an updated work product and payment schedule, if appropriate. _____

Accepted By:

Gardiner

By: _____

Print name: _____

Title: _____

Date: _____

Accepted By:

City of Newton Falls Light and Power

By: _____

Print name: _____

Title: _____

Date: _____

Attachment 6
to
Exhibit A Statement of Work
Gardiner Intelligent Services Support

Intelligent Service

Intelligent Service Agreement

CONTRACT PRESENTED TO:

City of Newton Falls

**19 North Canal St.
Newton Falls, OH 44444**



PROJECT AND/OR LOCATION:

City of Newton Falls

Various Locations

Agreement No:

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: **Newton Falls City Hall** **Newton Falls Waste Water Treatment Plant**
 Newton Falls Water Plant **Newton Falls Finance Building**

Automated Meter Infrastructure

GARDINER COMPANY, herein referred to as the Service Company, agrees to furnish services in accordance with the "General Terms and Conditions" and attached "Schedules". This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by the Service Company.

The agreement price is as follows:

	Annual Amount	Monthly Amount
Base Agreement – One Year	\$22,127	\$1,844
Option – Year Two and Three	\$20,527 ea.	\$1,711

Any repairs of equipment are provided outside the scope of this agreement. Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If you are tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from _____ through _____, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & Gardiner safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Kevin Pugely Date:
 Sustainability Services

CUSTOMER ACCEPTANCE:

SERVICE COMPANY APPROVAL:

Signature:

Signature:

Kevin Pugely

Title:

Title:

Sustainability Services

Acceptance Date:

Purchase Order No:

GARDINER COPY

SCOPE OF SERVICE – INTELLIGENT SERVICES

PROJECT & LOCATION: Newton Falls City Hall Newton Falls Waste Water Treatment
Plant

 Newton Falls Water Plant Newton Falls Finance Building

 Automated Meter Infrastructure

OPERATIONAL SUPPORT	INTELLIGENT SERVICES
• Field Support	
• On-Site Operational Reviews – Semi Annually	☑
• Remote Operational Reviews	☑
• Help Desk Support	☑
• Water and Electric AMI Analytics – Semi-Annually	☑

INTELLIGENT SERVICES

Field Support

The operator interface is the key to the performance of the building temperature control, automation system and Automated Meter Infrastructure (AMI) and ultimately the energy efficiency and the productivity of the facility. The Operational Reviews are designed to allow the Intelligent Services technician to inspect the database to help ensure proper operation. Time-of-day equipment scheduling, date, time, temperature settings, and alarm logs will be reviewed and any minor changes will be made as directed. In the event there are immediate needs of the City, the technician's time can be spent troubleshooting known issues.

On-Site Operational Reviews – City Hall, WWTP, Water Plant, Finance Building, AMI

- Investigate documented issues from the client
- Review and take corrective action on issues discovered through client review.
 1. Programming modification
 2. Sensor calibration / verification (if necessary)
 3. Set-point modifications
 4. Evaluate faulted AMI components
- Training
- Recommended Software maintenance and upgrades
- Provide a written report of completed work, and indicate any uncorrected deficiencies.

Help Desk Support – All Buildings

The Help Desk is staffed during normal business hours (8:00am – 5:00pm) to provide qualified technical assistance with minor questions related to the operation of the facilities and AMI systems. They can help assist with such things as:

- Set point changes
- Changing time schedules
- Setup of trends and calculations
- Changing user authorization settings
- Understanding the buildings operation
- Informal training

INTELLIGENT SERVICES

Water and AMI Analytics

Gardiner will supply 2 semiannual reports documenting results of the Automated Meter Infrastructure (AMI) program. Gardiner Energy Engineers will analyze and interpret data into recommended action items to improve your improve AMI performance.

Results and recommendations will be presented in summary reports including the following areas:

- Meter reading staff reductions or Re-allocations
 - Vehicle Cost reductions
 - Replacement of Neptune Reading Devices
 - Water Meter Replacement Costs
 - Electric meter Replacement Costs
 - Avoided Utility Theft
 - Avoided Bad Debt write-offs
 - Increased Department efficiencies
 - Increase in water meter accuracy
 - Increase in electric meter accuracy
 - Decrease in net water loss billable
- **Annual Report**
 - Detailed Energy Saving utility report on all buildings that are part of the base project.

GARDINER PERFORMANCE SOLUTIONS STANDARD CONTRACT TERMS & CONDITIONS

ACCEPTANCE

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company LLC dba GARDINER ("GSC"), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is GSC's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by GSC on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

PAYMENT TERMS

Customer shall pay GSC's invoices within net thirty (30) days of invoice date. GSC will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by GSC in attempting to collect amounts due.

ASBESTOS & HAZARDOUS MATERIALS

GSC's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

INDEMNIFICATION

GSC and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

NO-HIRE; NO-SOLICITATION

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

WARRANTY

GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 365 days from date of completion of work and will repair or replace such products or components as GSC finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On

machinery and materials furnished by GSC, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

All claims, causes of action or legal proceedings against GSC arising from GSC performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. IN NO EVENT SHALL GSC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GSC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GSC DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS.

DISPUTES & CHOICE OF LAWS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgement upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discovery shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

ENTIRE AGREEMENT

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between GSC and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GSC.

CONTRACT AMOUNT: \$ 3,041,203.00

CONTRACT AMOUNT: \$ 22,127.00 (1st year IS agreement)

ASSIGNMENT

Neither GSC nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

CUSTOMER SIGNATURE OF ACCEPTANCE

DATE

GSC REPRESENTATIVE

DATE

Memorandum



To: Members of Council
David M. Lynch City Manager
J. Fritz, Law Director

From: Anna Marie Musson, Director of Finance *Anna M. Musson*

Date: March 11, 2020

Subject: Month End Financial Reports for February 2020

Financial Project Updates for Period 2

The monthly reports include the following financial information:

- February Bank Balances
- Utility Revenue Report
- Credit Card Report
- Income Tax Summary
- Income Tax Distribution Report
- Income Tax Dashboard Analysis
- Utility Billing Collection Summary
- Investment Performance Analysis

Updates:

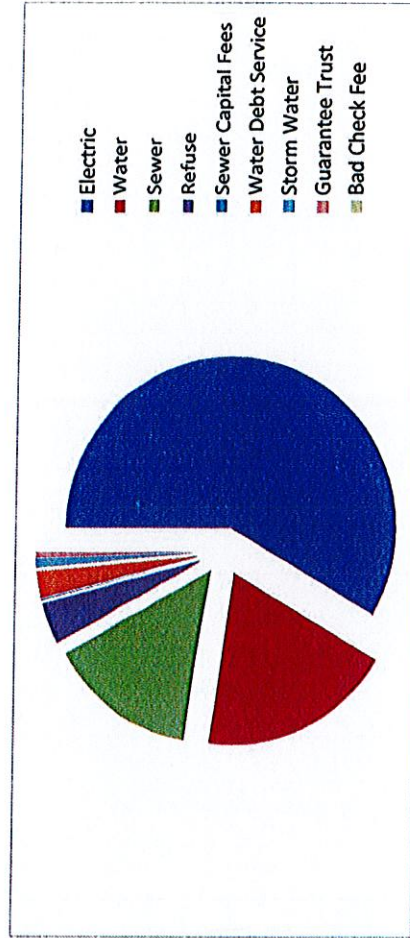
Preparing the GAAP statements for 2019
Creating the Annual Financial Report for 2019
Analyzing Debt Refinancing Options for Mortgage Revenue Debt Series A & B
Preparing 1st Quarter Reports 2020

2020 Financial Reports City of Newton Falls, Ohio for Period 2

MTD Bank Report for Year 2020 Month 2 - City of Newton Falls

Bank	Description	Beg Monthly Balance	Deposits/Interest	Income	Market Value	Change in Market Value	Withdrawals	Transfers In	Transfers Out	Ending Balance
Huntington 2863	Main Account	\$448,235.83	\$1,493,169.23		\$0.00	\$0.00	\$1,000,583.49	\$0.00	\$228,823.89	\$711,997.68
Huntington 2986	Payroll	\$0.00	\$0.00		\$0.00	\$0.00	\$240,825.36	\$240,825.36	\$0.00	\$0.00
Huntington 2876	Housing	\$96,052.33	\$278.68		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$96,331.01
Huntington 3222	Money Market Account	\$480,382.73	\$359.82		\$0.00	\$0.00	\$0.00	\$300,000.00	-\$650,000.00	\$130,742.55
Huntington 9451	Healthcare Account	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$25,103.95	\$25,103.95	\$0.00
USB Financial Services	Main Account	\$5,136,882.25	\$7,402.49		\$58,303.62	\$58,303.62	\$0.00	\$0.00	\$0.00	\$5,202,588.36
USB Financial Services	Cincinnati Asset Management	\$2,781,878.92	\$4,744.39		\$38,999.71	\$38,999.71	\$0.00	\$0.00	\$0.00	\$2,825,623.02
6 Banks		\$8,943,432.06	\$1,505,954.61		\$97,303.33	\$97,303.33	\$1,241,408.85	\$565,929.31	-\$396,072.16	\$8,967,282.62

Utility	Monthly Revenue Report for February	February	YTD
Electric		\$360,659.52	\$850,530.06
Water		\$117,541.58	\$251,694.47
Sewer		\$89,892.27	\$202,963.69
Refuse		\$24,363.48	\$52,621.55
Sewer Capital Fees		\$523.64	\$1,608.78
Water Debt Service		\$15,785.85	\$33,560.93
Storm Water		\$5,401.60	\$12,952.13
Guarantee Trust		\$3,575.00	\$4,975.00
Bad Check Fee		\$168.10	\$248.10
		\$617,911.04	\$1,411,154.71



2020 Financial Reports City of Newton Falls, Ohio for Period 2

Expenditures for February
General Fund

Department	BUDGET	YTD
Police	\$728,783.00	\$128,331.98
Police Support	\$69,419.00	\$1,839.41
Fire	\$70,850.00	\$0.00
Zoning	\$110,115.00	\$16,670.32
City Admin*	\$103,244.00	\$56,316.25
Council*	\$55,380.00	\$38,105.70
Court	\$717,198.00	\$96,902.05
Finance*	\$114,760.00	\$51,490.22
Law*	\$30,855.00	\$13,546.23
Custodian	\$57,590.00	\$9,044.67

Note*- City Admin, Council, Finance and Law follow the cost allocation plan. These expenditures are higher on this report since cost allocation factor is applied every quarter in comparison to the other departments.

Other Funds

Department	BUDGET	YTD
Street	\$407,015.00	\$64,764.80
Water Treatment	\$1,301,740.29	\$159,673.69
Water Distrubution	\$860,255.71	\$77,337.29
Sewer	\$1,651,500.00	\$243,951.41
Electric	\$6,561,854.64	\$860,441.14
Water Utility Billing	\$229,806.00	\$45,486.21

UTILITY OFFICE BILLING REPORT FOR CITY COUNCIL

	# BILLED	\$ BILLED	LATE FEES BILLED	TOTAL \$ BILLED	\$ COLLECTED	NEW ACCT DEPOSITS COLLECTED	TOTAL \$ COLLECTED
Jan-20	3170	\$ 759,952.03	\$ 17,244.44	\$ 777,196.47	\$ 793,843.67	\$ 1,400.00	\$ 795,243.67
Feb-20	3179	\$ 733,058.34	\$ 16,865.09	\$ 749,923.43	\$ 613,777.93	\$ 3,725.00	\$ 617,502.93
		\$ 1,493,010.37	\$ 34,109.53	\$ 1,527,119.90	\$ 1,407,621.60	\$ 5,125.00	\$ 1,412,746.60

UTILITY REVENUE REPORT

2020

FEBRUARY 2020

	<u>ELECTRIC</u>	<u>WATER</u>	<u>SEWER</u>	<u>OH VAL REFUSE</u>	<u>SEWER CAP FEES</u>	<u>WATER DEBT SVC</u>	<u>STORM WATER</u>	<u>GI</u>	<u>BAD CHECK FEE</u>	<u>DAILY TOTAL</u>	<u>JOURNAL #</u>
MON 3 MON 3 NCOURT	19,150.43	6,101.81	7,801.10	1053.18	29.02	652.73	273.52	225.00		35,286.79	RJ202002200
MON 3 National Guard	1,657.65	409.56	453.04	186.60		53.77	26.14			2,786.76	RJ202002201
TUES 4 ACH		796.61	584.13			5.64				1,386.38	RJ202002202
TUES 4 NCOURT	24,607.68	9,704.87	9,040.64	2,348.80	87.06	1,638.40	604.20			48,031.65	RJ202002203
TUES 4	4,159.19	619.41	687.12	164.19		89.88	35.82			5,755.61	RJ202002204
WED 5	21,233.36	4,315.64	4,769.31	785.55	14.51	817.55	315.64	350.00		32,601.56	RJ202002205
WED 5 NCOURT	33,966.16	23,307.72	8,673.53	2,427.43	101.57	1,878.82	545.83	125.00		71,026.06	RJ202002206
THUR 6	5,653.63	1,737.56	1,664.90	512.78		227.97	91.70	100.00		9,988.54	RJ202002207
THUR 6	-1,996.23	-276.33	-197.03			-27.40	-6.00			(2,502.99)	RJ202002208
THUR 6 NCOURT	4,796.43	4,322.60	1,498.19	671.82	14.51	531.71	113.11	225.00		12,158.86	RJ202002209
FRI 7	2,686.42	966.83	811.25	276.26		140.46	66.44			4,962.17	RJ202002210
FRI 7 NCOURT	1,481.75	588.11	327.35	116.70	19.89	72.73	19.04			2,605.68	RJ202002211
FRI 7	36,508.86	7,786.64	8,427.31	2,173.31	14.51	1,402.54	558.00	225.00		57,101.48	RJ202002212
MON 10	43,598.44	5,359.55	6,107.76	879.08		515.94	242.66			56,717.94	RJ202002213
MON 10 NCOURT		-120.18	-140.81		-14.51	-16.50				(292.00)	RJ202002214
MON 11	2,929.05	653.35	886.38	114.62		48.82	24.70			4,656.92	RJ202002215
TUES 11 NCOURT	52,324.91	6,862.09	5,695.38	1,821.68	47.47	946.74	423.59	125.00		68,246.86	RJ202002216
WED 12 NCOURT	1,081.60	471.37	482.13	216.89		74.54	35.47			2,362.00	RJ202002217
WED 12	2,866.46	1,048.61	1,058.65	471.18	14.51	155.12	77.13			5,691.66	RJ202002218
THUR 13 NCOURT	38,787.81	19,465.69	9,825.23	2,709.47	74.55	3,260.62	541.82	225.00	40.00	74,930.19	RJ202002219
THUR 13	1,749.31	588.02	500.19	174.36		76.99	32.79			3,121.66	RJ202002220
FRI 14	4,964.94	710.76	765.81	301.83		107.19	56.48			6,907.01	RJ202002221
FRI 14 NCOURT	2,530.56	907.12	761.19	276.61		125.34	57.55	42.00		4,700.37	RJ202002222
TUES 18 NCOURT	1,576.62	503.18	692.30	153.36		53.39	35.95			3,014.80	RJ202002223
TUES 18	2,420.00	881.25	999.79	383.73		127.92	65.82			4,878.51	RJ202002224
WED 19	4,930.52	1,758.04	1,971.76	477.69	43.04	227.94	90.75			9,499.74	RJ202002225
WED 19 NCOURT	2,509.87	657.86	591.69	264.10		106.51	49.20	250.00	42.00	4,471.23	RJ202002226
WED 19 NCOURT	1,729.34	709.41	687.36	323.26		110.89	55.73			3,615.99	RJ202002227
THUR 20	764.17	309.46	171.25	77.08		48.93	18.86			1,389.75	RJ202002228
FRI 21	5,626.21	1,839.48	1,728.76	614.88	29.02	256.88	111.04	250.00	44.10	10,250.37	RJ202002229
MON 24 NCOURT	4,483.54	1,401.70	1,175.70	347.70		217.73	85.25			7,961.62	RJ202002230
MON 24 NCOURT	201.34	172.08	62.95	48.46		22.83	10.64			518.30	RJ202002231
TUES 25	562.03	304.60	175.33	50.47		32.54	8.23	225.00		1,358.20	RJ202002232
TUES 25 NCOURT	2,231.20	838.93	778.64	254.63	5.14	125.67	49.13	225.00		4,508.34	RJ202002233
WED 26 NCOURT	2,797.06	976.04	1,047.13	292.50		137.07	50.99	225.00		5,825.79	RJ202002234
WED 26 NCOURT	774.43	352.34	243.06	85.10		57.40	20.19	225.00		1,757.52	RJ202002235
WED 26 National Guard	1,923.37	542.90	597.73	255.52		86.20	41.79			3,447.51	RJ202002236
THUR 27	9,643.10	3,248.63	2,523.18	1035.40	33.08	471.47	193.56	225.00		17,373.42	RJ202002237
THUR 27 NCOURT	2,083.26	1,100.85	788.59	336.55		5.37	59.47	225.00		1,696.42	RJ202002238
FRI 28	917.99	383.22	181.08	56.89		174.61	13.10			4,768.33	RJ202002239
FRI 28 NCOURT	8,420.25	3,435.90	3,245.84	1330.00	10.27	550.25	249.75	125.00		1,617.74	RJ202002240
FRI 7	2,117.17	827.22	838.11	275.47		108.76	45.03			17,367.26	RJ202002241
MON 3	43.32	38.46	50.67	18.35		5.37	3.00			4,211.76	RJ202002242
MISC:	166.32	68.90	31.34			13.06	8.49			159.17	RJ202002243
										288.11	RJ202002244

TOTAL FEBRUARY 2019	360,659.52	117,541.58	89,892.27	24,363.48	523.64	15,785.85	5,401.60	3,575.00	168.10	617,911.04
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TOTAL YTD	850,530.06	251,694.47	202,963.69	52,621.55	1,608.78	33,560.93	12,952.13	4,975.00	248.10	1,411,154.71
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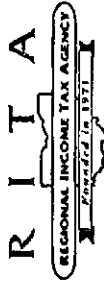
City of Newton Falls
Credit Card Statement
February 2020

City Administration	\$ 5,355.76
Electric	\$ 785.99
Finance	\$ 270.94
Municipal Court	\$ 596.98
Police	\$ 1,671.87
Street	\$ 239.98
Water Plant	\$ 0.00
Water Distribution	\$ 0.00
Waste Water	\$ 646.61

Total \$ 9,568.13

MONTHLY DISTRIBUTION SUMMARY REPORT

CITY OF NEWTON FALLS PERIOD 2 2020



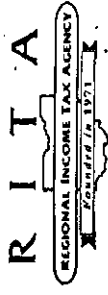
From: Feb-20 Through: Feb-20 Municipality: NEWTON FALLS

Distributions for NEWTON FALLS

Collections for	Month Distributed	Advance Gross	Recon Gross	Total Gross	Advance Retainer	Recon Retainer	Total Retainer	Advance Adjustments	Recon Adjustments	Total Adjustments	Advance Net	Recon Net	Total Net
	Feb-20	46,526.24	0.00	46,526.24	1,395.79	0.00	1,395.79	0.00	0.00	0.00	45,130.45	0.00	45,130.45
TOTAL		46,526.24	0.00	46,526.24	1,395.79	0.00	1,395.79	0.00	0.00	0.00	45,130.45	0.00	45,130.45

MONTHLY DISTRIBUTION REPORT

CITY OF NEWTON FALLS PERIOD 2 2020



PERIOD 02 DISTRIBUTION FOR NEWTON FALLS

Date	Variance	Distribution	Withholder			Individual			Net Profit		
			Tax	PI	Ref/Adj	Tax	PI	Ref/Adj	Tax	PI	Ref/Adj
02/03/2020		1,492.80	0.00	0.00	0.00	1,304.07	188.73	0.00	0.00	0.00	0.00
02/04/2020		1,697.45	759.63	0.00	0.00	782.82	155.00	0.00	0.00	0.00	0.00
02/05/2020		985.77	305.20	0.00	0.00	680.57	0.00	0.00	0.00	0.00	0.00
02/06/2020		2,353.39	2,353.24	0.00	0.00	-60.18	60.33	0.00	0.00	0.00	0.00
02/07/2020		2,433.01	449.65	0.00	0.00	0.00	0.00	-46.64	2,030.00	0.00	0.00
02/10/2020		935.47	0.00	0.00	0.00	307.52	434.95	0.00	193.00	0.00	0.00
02/11/2020		1,784.00	343.07	0.00	0.00	400.22	335.71	0.00	705.00	0.00	0.00
02/12/2020		1,461.89	479.92	0.00	0.00	919.33	62.64	0.00	0.00	0.00	0.00
02/13/2020		205.75	152.39	0.00	0.00	50.36	0.00	0.00	3.00	0.00	0.00
02/14/2020		1,168.75	1,156.75	0.00	0.00	12.00	0.00	0.00	0.00	0.00	0.00
02/15/2020		707.12	707.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
02/18/2020		678.59	585.55	0.00	0.00	90.00	3.04	0.00	0.00	0.00	0.00
02/19/2020		10,068.90	8,804.62	0.00	-202.92	1,912.93	50.27	-496.00	0.00	0.00	0.00
02/20/2020		2,809.37	1,499.08	0.00	0.00	1,218.93	91.33	0.00	0.03	0.00	0.00
02/21/2020		3,459.33	3,099.81	0.00	0.00	359.52	0.00	0.00	0.00	0.00	0.00
02/24/2020		3,397.95	2,383.07	0.00	0.00	859.73	140.99	-22.84	37.00	0.00	0.00
02/25/2020		4,626.70	2,395.01	240.34	0.00	1,950.29	41.06	0.00	0.00	0.00	0.00
02/26/2020		6,260.00	5,084.91	0.00	0.00	1,157.06	27.00	0.00	-8.97	0.00	0.00
PRD 02 2020		46,526.24	30,559.02	240.34	-202.92	11,945.17	1,591.05	-565.48	2,959.06	0.00	0.00
PRD 02 2019		36,757.59									

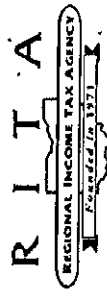
PRD 02 2020-2019

26.58%

9,768.65

MONTHLY DISTRIBUTION REPORT

CITY OF NEWTON FALLS PERIOD 2 2020



PRD 02 TAXYR 20	28,850.68	25,003.67	0.00	0.00	3,350.01	0.00	497.00	0.00	0.00
PRD 02 TAXYR 19	14,475.25	5,355.35	240.34	0.00	6,777.70	0.00	2,667.34	0.00	0.00
PRD 02 TAXYR 18	1,124.39	200.00	0.00	-202.92	978.98	546.64	-398.31	0.00	0.00
PRD 02 TAXYR 17	402.77	0.00	0.00	0.00	142.16	260.61	0.00	0.00	0.00
PRD 02 TAXYR 16	912.23	0.00	0.00	0.00	468.27	250.96	193.00	0.00	0.00
PRD 02 TAXYR 15	342.70	0.00	0.00	0.00	63.92	278.78	0.00	0.00	0.00
PRD 02 TAXYR 14	418.22	0.00	0.00	0.00	164.13	254.06	0.03	0.00	0.00
PRD 02 TAXYR 13	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
YTD 2020	108,359.74	74,602.58	365.11	-202.92	24,737.23	4,241.44	7,236.75	-654.30	-1,040.00
YTD 2019	103,019.93	83,952.40	25.00	0.00	19,849.92	729.04	2,321.33	0.00	-3,022.78
YTD 02 2020-2019	5,339.81	5.18%							
YTD 2020 ABOVE	108,359.74								
YTD 2020 RETAINER	3,250.80								
YTD 2020 AVERAGE %	3.00%								
YTD 2020 NON-RETAIN	225.16								
PRD 02 NON-RETAIN	66.00								
PRD 02 ABOVE	46,526.24	ADVANCE	RECONCILIATION						
PRD 02 RETAINER %	3.00%	46,526.24	0.00						
PRD 02 RETAINER	1,395.79	1,395.79	0.00						
PRD 02 NET	45,130.45	45,130.45	0.00						

THE AMOUNTS REPRESENT COLLECTIONS FROM JANUARY 2020 THROUGH FEBRUARY 2020 DISTRIBUTED TO YOU FEBRUARY 2020 THROUGH MARCH 2020 (ADVANCE)

TAX AUTHORITY DASHBOARD

PERIOD 2 2020

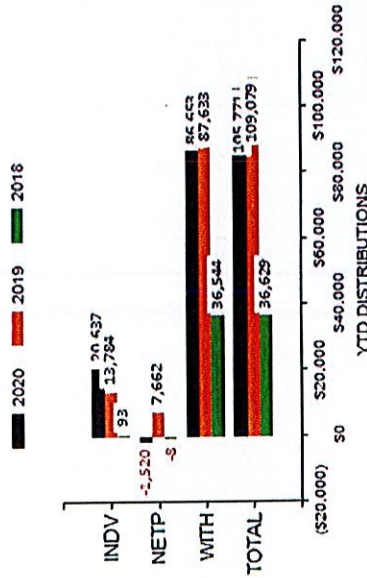
THIS REPORT MAY CONTAIN CONFIDENTIAL INFORMATION

NEWTON FALLS (NORTHEAST)

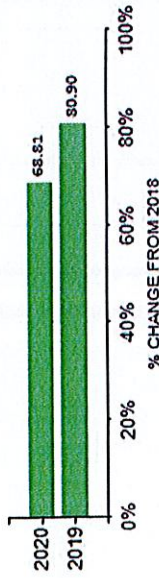
*REPORTED ON A CASH BASIS



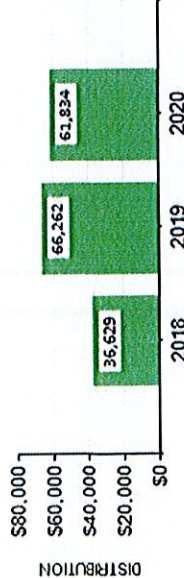
YEARLY GROSS DOLLAR DISTRIBUTION COMPARISON BY ACCOUNT TYPE - THROUGH JANUARY



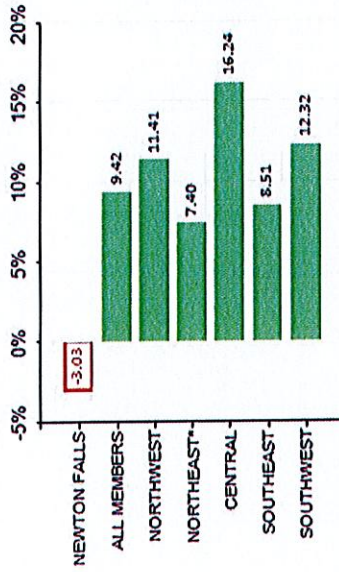
MONTHLY GROSS DISTRIBUTION PERCENTAGE CHANGE COMPARISON TO JANUARY 2018



MONTHLY GROSS DOLLAR DISTRIBUTION COMPARISON JANUARY



YEARLY GROSS DISTRIBUTION VARIANCE PERCENTAGE FROM 2019 - THROUGH JANUARY

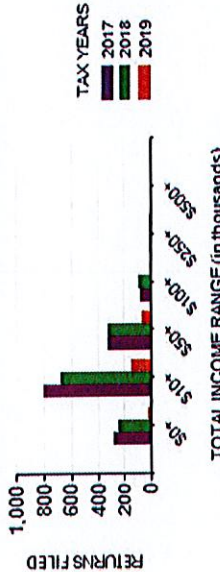


4 DAYS UNTIL NEXT DISTRIBUTION

2020 PERIOD 2 NET DISTRIBUTION AS OF 02/26/2020

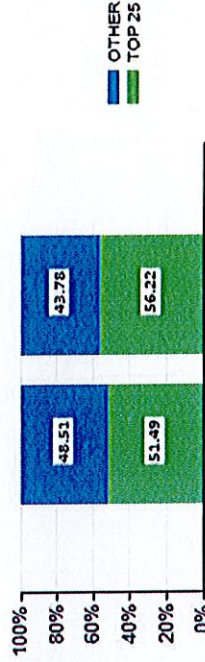
	TOTAL	ADVANCE	RECONCILIATION
GROSS DISTRIBUTION	46,526.24	46,526.24	0.00
RETAINER	1,395.79	1,395.79	0.00
ADJUSTMENT	0.00	0.00	0.00
NET	45,130.45	45,130.45	0.00
NET 2019 PD 2	57,759.93	35,654.86	22,105.07

INDIVIDUAL RETURNS FILED BY INCOME RANGE



	TOP 10 WITHHOLDING DOLLARS	YTD 2020	YTD 2019	DIFFERENCE
A		15,910.54	7,008.00	8,902.54
B		6,491.00	6,504.85	-13.85
C		4,921.34	8,338.63	-3,417.29
D		4,054.36	3,548.86	505.50
E		2,668.86	3,177.32	-508.46
F		2,586.04	7,849.54	-5,263.50
G		2,231.63	1,949.04	282.59
H		2,197.35	2,242.19	-44.84
I		1,189.03	1,269.03	-80.00
J		1,145.05	2,207.20	-1,062.15
TOTAL		43,395.20	44,094.66	-699.46

TOP 25 DOLLAR DISTRIBUTORS PERCENTAGE OF OVERALL YTD COLLECTIONS



	TOP 5 YTD DOLLAR DISTRIBUTION CHANGES +/-	ACCOUNT TYPE	AMOUNT
A		NET PROFIT	-8,125.73
B		WITHHOLDER	-5,263.50
C		NET PROFIT	-3,793.25
D		WITHHOLDER	-3,417.29
E		NET PROFIT	-1,900.00
F		WITHHOLDER	8,902.54
G		NET PROFIT	2,505.00
H		INDIVIDUAL	2,252.53
I		NET PROFIT	1,279.04
J		NET PROFIT	1,157.00

CITY OF NEWTON FALLS

OVERTIME

PPE 02/08/2020

DEPT:	<u>HOURS</u>	<u>WAGES</u>	<u>COMP TIME HOURS EARNED</u>
POLICE (OFFICERS)	31.25	\$940.13	0.00
POLICE (OFFICER IN CHARGE)	38.00	\$11.40	0.00
CITY MANAGER	4.50	\$159.30	0.00
FINANCE	1.75	\$56.44	0.00
STREET	46.00	\$1,509.07	0.00
WATER PLANT	0.00	\$0.00	0.00
WATER DISTRIBUTION	43.00	\$1,398.27	0.00
WASTEWATER	21.00	\$599.26	0.00
ELECTRIC	32.50	\$1,047.03	16.00
UTILITY OFC	9.50	\$228.71	5.25
ZONING	0.00	\$0.00	0.00
TOTALS	227.50	\$5,949.61	21.25

CITY OF NEWTON FALLS

OVERTIME

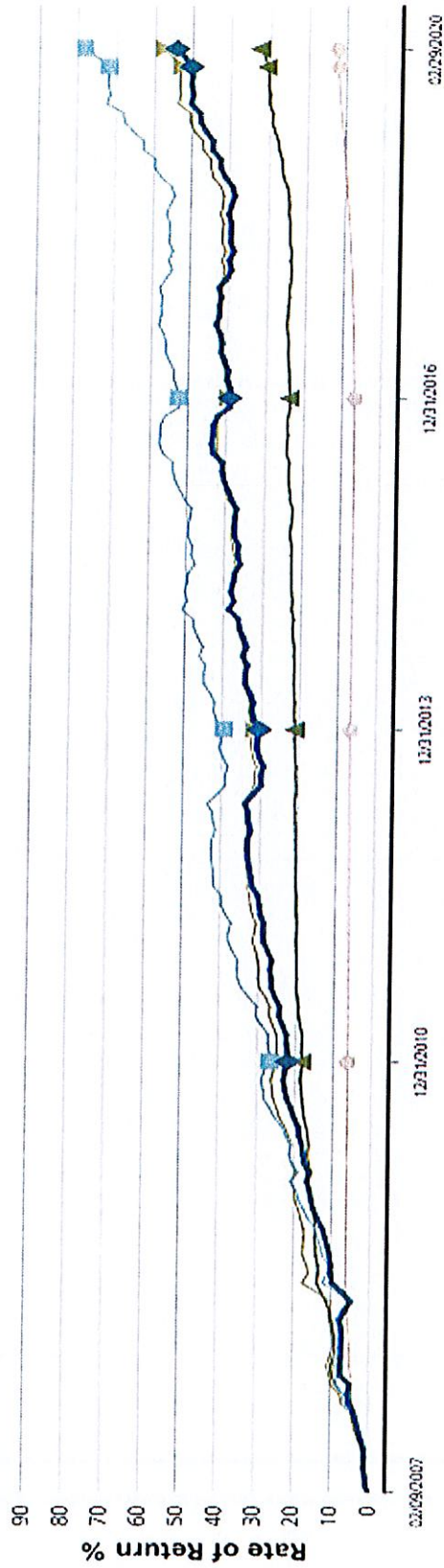
PPE 02/22/2020

DEPT:

	<u>HOURS</u>	<u>WAGES</u>	<u>COMP TIME HOURS EARNED</u>
POLICE (OFFICERS)	90.50	\$2,962.08	0.00
POLICE (OFFICER IN CHARGE)	23.00	\$6.90	0.00
CITY MANAGER	3.50	\$125.11	0.00
FINANCE	8.25	\$268.79	0.00
STREET	40.00	\$1,336.52	0.00
WATER PLANT	24.00	\$680.64	0.00
WATER DISTRIBUTION	72.50	\$2,335.70	0.00
WASTEWATER	32.50	\$947.64	2.00
ELECTRIC	1.00	\$40.05	0.00
UTILITY OFC	5.75	\$150.15	4.00
ZONING	0.00	\$0.00	3.50
TOTALS	301.00	\$8,853.58	9.50

Cumulative performance

as of February 29, 2020



	02/09/2007 to 12/31/2010	12/31/2010 to 12/31/2013	12/31/2013 to 02/09/2019	02/09/2019 to 02/29/2020	Annualized 02/09/2007 to 02/29/2020
◆ Net Time-weighted ROR	21.91	30.29	39.06	54.16	3.37

Benchmarks - Time-weighted returns

☆ US Treasury Bill - 3 Mos	6.37	6.58	6.91	12.18	12.47	0.90
■ Barclays Agg Bond	26.65	39.46	52.53	71.72	78.17	4.52
▼ Barclays US Ag Gov Agency	24.65	31.65	39.66	52.95	57.74	3.55
▲ Barclays US Gov 1-3Y	18.18	21.08	23.62	30.66	32.55	2.18