



NEWTON FALLS CITY COUNCIL
SPECIAL MEETING AGENDA
 Wednesday, June 22, 2022; 5:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	VACANT SEAT
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Christopher Granchie
At- Large	Julie Stimpert
Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
Law Director	Brad Bryan
Interim Finance Director	Sean Housley
City Clerk	Michael Acomb

- I. Call to Order**
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
- IV. Public Comments (limited to those items on the agenda)**
- V. Unfinished/New Business**

MOTION

A Motion to authorize the City Manager to enter into an agreement with the Newton Township Board of Trustees for the Scott Street Phase II Sanitary Sewer Project.

- VI. Public Comments (limited to those items on the agenda)**
- VII. Motion to Recess into Executive Session**

- ☐ 1. Personnel Matters: To Consider one or more, as applicable, of the marked items:

- | | | | |
|--------------------------------------|-------------------------------------|---------------------------------------|-------------------------------------|
| <input type="checkbox"/> Appointment | <input type="checkbox"/> Employment | <input type="checkbox"/> Dismissal | <input type="checkbox"/> Discipline |
| <input type="checkbox"/> Promotion | <input type="checkbox"/> Demotion | <input type="checkbox"/> Compensation | |

- | | |
|---|---|
| <input type="checkbox"/> 2. Purchase or Sale of Property | <input type="checkbox"/> 3. Pending or Imminent Court Action |
| <input type="checkbox"/> 4. Collective Bargaining Matters | <input type="checkbox"/> 5. Matters Required to be Kept
Confidential – Contract Negotiations |
| <input type="checkbox"/> 6. Security Matters | <input type="checkbox"/> 7. Hospital Trade Secrets |
| <input type="checkbox"/> 8. Confidential Business Information of an
Applicant for Economic Development
Assistance | <input type="checkbox"/> 9. Veterans Service Commission
Applications |

VIII. Adjournment

AGREEMENT

This Agreement is entered into on the _____ day of _____, 2022 between the **Newton Township Board of Trustees**, 4410 Newton Falls-Bailey Road, Newton Falls, Ohio, (the "Township") and the **City of Newton Falls**, 612 W. Broad Street, Newton Falls, Ohio (the "City"), hereafter referred to as the "**Parties**."

RECITALS:

WHEREAS, the American Rescue Plan Act, Pub. L. 117-2 ("ARPA") was signed into law by the President of the United States on March 11, 2021; and

WHEREAS, under Sections 602(b) and 603(b) the Social Security Act, as amended by Section 9901 of ARPA, funds were awarded to the Township by the U.S. Department of Treasury ("Treasury") from the Coronavirus Local Fiscal Recovery Fund, Assistance Listing Number 21.027, Federal Award Identification Number ("FAIN") [REDACTED], with notice of award to the Township on or about [REDACTED], 2021; and

WHEREAS, the ARPA funds awarded to the Township are considered to be federal financial assistance and have been assigned a Catalog of Federal Domestic Assistance (CFDA) or Assistance Listing Number of 21.027. As federal financial assistance, fund payments by THE TOWNSHIP and its sub recipients are subject to the Single Audit Act (31 U.S.C. 7501-7507) and the related provisions of Uniform Guidance; 2 C.F.R. 200.317 through 200.327 regarding procurement; 2 C.F.R. 200.303 regarding internal controls; 2 C.F.R. 200.331-200.333 regarding sub recipient monitoring and management; 2 C.F.R. Part 200 (other than such provisions as Treasury may determine are inapplicable to the Township's award and subject to other exceptions as may otherwise be provided by Treasury), Subpart F regarding audit requirements, 2 C.F.R. Part 180 regarding government wide debarment and suspension, including Treasury's implementing regulation at 31 C.F.R. Part 19; 2 C.F.R. Part 170; and Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20, among other federal regulations relating to federal financial assistance; and

WHEREAS, under the guidance issued by the U.S. Department of Treasury, the Treasury Department Final Rule, as set forth in 31 C.F.R. 35 ("Final Rule"), funds received by the Township under ARPA may be used as revenue loss to assist in the provision of government services; and

WHEREAS, pursuant to the Final Rule, funds received by the Township under ARPA may be used to expand sewer infrastructure; and

WHEREAS, the Township has determined to that it is in the best interest of the Township for the prompt expansion of the Scott Street Phase II Sanitary Sewer Project ("Project"), which will provide 116 new sewer connections, primarily to Township residents; and

Exhibit A
Special Meeting 06-22-22

WHEREAS, the City has also been involved in the project and has received an invoice in the amount of Thirty-One Thousand Eight Hundred Fifty and 00/100 Dollars (\$31,850.00) from Thomas Fok & Associates for engineering services that were performed between September 2, 2021 and December 7, 2021; and

WHEREAS, the City has also received an estimate that permit fees will be in an amount that totals Fifteen Thousand and 00/100 Dollars (\$15,000.00) necessary to move forward with the Project; and

WHEREAS, the City requires assistance with the engineering costs and permit fees outlined above; and

WHEREAS, the Township has determined that the engineering costs and permit fees necessary for the continuation of the Project are eligible expenses pursuant to the Final Rule, 31 C.F.R. 35, pp. 4408, 4409-4410, and is therefore an allowable expenditure under ARPA and corresponds with allowable use category 6.1, Provision of Government Services, as noted in the Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guide, Appendix 1; and

WHEREAS, the City is an eligible subrecipient of ARPA funds pursuant to the Final Rule so long as the City complies with the Uniform Guidance and all other regulations imposed by the Final Rule, 31 C.F.R. 35, pp. 4434-4435.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Township and the City agree as follows:

1. Information Required by the Uniform Guidance ("UG") (2 C.F.R. § 200.332).

- a. City Name (must match the name associated with its unique entity identifier):
- b. City's unique entity identifier (formerly known as DUNS number):
- c. Federal Award Identification Number (FAIN):
- d. Subaward Period of Performance Start and End Date: *The term of this Agreement is June __, 2022 through June __, 2022.*
- e. Subaward Budget Period Start and End Date: *Same as Subsection (d).*
- f. Amount of Federal Funds Obligated by this Agreement by the Township to the City: *Forty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$46,850.00).*
- g. Total Amount of Federal Funds Obligated by the Township to the City: *Forty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$46,850.00).*
- h. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): *Engineering Fees and Permit Fees for continuation of Scott Street Phase II Sanitary Sewer Expansion.*
- k. Contact information:
 - 1) Name of Federal Awarding Agency and Contact Information:
*United States Department of Treasury
Attn: State and Local Fiscal Recovery
Funds 1500 Pennsylvania Avenue N.W.*

Washington, D.C. 20220
SLFRP@treasury.gov
Telephone: 202-622-2000

- 2) Name of Recipient and Contact Information:
Newton Township, Trumbull County Ohio
4410 Newton Falls-Bailey Road
Newton Falls, Ohio 44444

- 3) Name of Subrecipient and Contact Information:
City of Newton Falls, Trumbull County, Ohio
612 W. Broad Street
Newton Falls, Ohio 44444

l. Assistance Listing Number, Title and amount available to Township:

m. This subaward is a program grant and not for Research and Development.

2. Payment. The Township will disburse to the City from ARPA funds received under H.B. 481, the sum of *Forty Six Thousand Eight Hundred Fifty and 00/100 Dollars (\$46,850.00)*.

The City agrees it will use these funds exclusive for the purposes set forth above and will therefore only use said funds for the payment of Invoice No. 0001 from Thomas Fox & Associates, Inc in the amount of \$31,850.00, and will use the remaining \$15,000 exclusively for the purposes of paying the necessary permit fees associated with the Project.

The City shall report to the Township within 45 days of the execution of this Agreement and verify that all funds were properly issued in accordance said Agreement.

3. Acknowledgement of Federal Requirements. The City acknowledges and agrees that:

- a. All funds disbursed under this agreement shall only be used for purposes set forth in Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (codified as 42 U.S.C. § 802 and 42 U.S.C. § 803 respectively) and the Treasury Department Final Rule, Codified in 31 C.F.R. Part 35.
- b. All fund payments are also subject to 2 C.F.R. Part 25, Universal Identifier System for Award Management.
- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to C.F.R. Part 170 is hereby incorporated by reference.
- d. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is applicable to this Agreement.
- e. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§4601-4655 and implementing regulations apply to this Agreement.

4. Prohibited Uses of Funding. The City acknowledges that funds received by it under this Agreement may be used only for those purposes permitted under the ARPA.

5. Termination; Remedies for Breach. In the event of a material breach of this Agreement by the City, in addition to other remedies provided in the ordinary course of the law, the Township may immediately terminate this Agreement.

In the event that any finding for recovery is made against the Township based upon any inappropriate or improper use of the funds transferred under this agreement, the City will reimburse the Township for the full amount required to be paid by the Township under the finding for recovery.

6. Records Inspection and Monitoring.

The parties acknowledge that the disbursements hereunder constitute a subaward of State and Local Fiscal Recovery Funds ("SLFRF") issued to the Township per ARPA. All compliance requirements applicable to the Township under the award are equally applicable to the City.

7. Record Retention: The City agrees to keep all financial records in a manner consistent with generally accepted accounting principles and according to applicable provisions under Ohio law.

8. Equal Employment Opportunity. The City certifies that it is an Equal Opportunity Employer as that term is used in Executive Order 11246. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under Program or activities receiving federal financial assistance;
- b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in Program or activities receiving federal financial assistance; and
- e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under Program, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

9. Immunities. Nothing herein shall be construed as a waiver of any immunity available to the parties under federal or state statutory or case law, including but not limited to those provided for by Ohio Revised Code Chapter 2744.

10. No Third Party Beneficiaries. Nothing herein shall be construed to create and the parties do not intend to create any rights in third parties.

11. Debarment and Suspension. The City certifies that it has not been debarred or suspended from receiving federal monies or is otherwise ineligible for participation in federal assistance programs.

12. Byrd Anti-Lobbying. The City certifies that it has not used federal funds to pay any person or organization to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or other award.

13. False Statements. The City understands that making false statements or claims in connection with this Agreement is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy provided by law.

14. No Assignment. This Agreement may not be assigned, transferred or subcontracted without the prior written consent of both parties. In the event of assignment, all terms and conditions of *this* Agreement shall be binding upon the parties, their successors and assigns.

15. Priority of Documents. In the event there is a conflict between this agreement and any Exhibit or other programs, the terms of this agreement shall govern.

16. Applicable Law; Jurisdiction; Venue. This agreement shall be construed according to the laws of the State of Ohio. Any dispute arising hereunder shall be brought in the state courts of Ohio located in Trumbull County, Ohio, which shall be deemed to have jurisdiction and venue with respect to any dispute arising hereunder.

17. Non-Waiver. Any waiver by either party of any provision or condition of this agreement shall not be construed or deemed to be a waiver of any other provision or condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition.

18. Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed to be an original agreement, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding the fact that all the parties shall not have signed the same counterpart.

19. Severability. If a court of competent jurisdiction finds any provision of this agreement to be unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

20. Entire Agreement. This agreement constitutes the entire agreement between the parties. This Agreement may not be modified, amended or otherwise altered except upon mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date as indicated.

Newton Township Board of Trustees

City of Newton Falls

Trustee	Date
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Name: _____ Date _____

Trustee	Date
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Name: _____ Date _____

Trustee	Date
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Name: _____ Date _____

Name: _____ Date _____