



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, May 3, 2023; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Gideon Fetterolf
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	Kenneth Kline

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

- I. Call to Order**
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
- IV. Special Presentations by Staff Members or Invited Consultants**

Connie Smith Talcott – Heritage Accord – Update Community Center Project
 Mike Wilson - SCOPE
 Brian Gorog - OHM – Update of current projects and grant applications

- V. Public Comments (Agenda Items Only)**
- VI. Reports**
 - a. Mayor
 - b. Council Members
 - c. Finance Director
 - d. Law Director
 - e. City Manager

Changes To Tonight's Agenda

- VII. Approval of Previous Minutes**
 Regular Meeting Minutes April 19, 2023
- VIII. Public Hearings**
- IX. Unfinished Business**
- X. New Business**

ORDINANCE 2023-16 *Sponsor: Councilpersons Rufener and Stimpert*
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF
 KIMBLE RECYCLING AND DISPOSAL, INC. ("KIMBLE") FOR THE NEW VILLAGE

SOLID WASTE COLLECTION AND DISPOSAL CONTRACT, WITH RECYCLING, AND ENTER INTO A THREE-YEAR AGREEMENT WITH KIMBLE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS ISSUED BY THE VILLAGE AND BID PROPOSAL SUBMITTED BY KIMBLE

ORDINANCE 2023-17

Sponsor: Councilperson Spletzer

AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR

MOTION

Sponsor: Councilperson Fetterolf

A Motion to direct the City Manager to require all departments and employees to take any necessary actions for the return of sole control of the Community Center.

XI. Public Comments

XII. Closing Remarks

XIII. Motion to Recess into Executive Session (If Necessary)

XIV. Adjournment



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
 Wednesday, April 19, 2023; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

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Ward 1	Gideon Fetterolf
Ward 2	John Baryak
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Mayor	Kenneth Kline

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

I. Call to Order

Mayor Kline called the meeting to order at 6:00 pm.

II. Pledge of Allegiance / Silent Prayer

III. Roll Call

Council Present: Councilperson Fetterolf, Councilperson Baryak, Councilperson Spletzer, Councilperson Stimpert, Mayor Kline

Council Absent: None

Staff Present: City Manager Priddy, Clerk Acomb, Law Director Bryan, Finance Director Housley, Julie Smeiles

Staff Absent:

IV. Special Presentations by Staff Members or Invited Consultants

Mayor Kline called for motion to present the Proclamations of Appreciation to each of the following (as indicated on the agenda):

- Mr. and Ms. Donley
- Dairy Queen representatives
- Newton Falls Tiger Tots representatives.
- Newton Falls High School National Honor Society Students

Moved by: Ms. Stimpert

Seconded by: Mr. Rufener

Roll Call Vote: Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes;

Mr. Rufener-yes

The motion passed 5-0.

The mayor read each proclamation in their entirety and presented copies of the proclamations to the recipients. He expressed his personal appreciation for each of these groups. Mr. Rufener expressed his own appreciation for the collective efforts of these groups and expressed optimism for the future of the Village.

The mayor thanked Mr. George for his recent efforts during the storms. Mr. Bill George, Superintendent-Electric Department presented a summary of the efforts of the

department to respond to the recent storms on 03/25/2023 and 03/26/2023. He stated the schools, nursing home and assisted living facility have first priority for repair. His summary is included with this meeting record. He added that there were many challenges, but the department performed well. He added that each weekend has presented smaller outages. The mayor expressed appreciation and pride for this work begin completed by a crew of three employees. Mr. George received applause from the audience.

V. Public Comments (Agenda Items Only)

Jamie Kline – 312 Ridge Road

She spoke against Mr. Baryak's behavior at the previous meeting. She thanked those members of council who appeared for the cancelled meeting and spoke against the cancellation alleging that it was cancelled due to backlash from the SRO situation. She spoke against members of council who did not appear at the cancelled meeting.

Julie Lemon – 609 Ridge Road

She asked several questions about Ordinance 2023-15 and requested that her questions be answered in writing, including (1) how much are the fees?, (2) why is the contract five years?, and (3) an explanation of the Miscellaneous section of the contract. She spoke against Section 1 of the contract.

Tim Stinson – 235 Arlington

As Chairman of Parks and Recreation, he spoke against Resolution 07-2023 stating that that the resolution does not represent the agreement that was reached between the two groups. He stated that commissions should be provided adequate space to have their meetings and urged council to allow the commissions to use council chambers. He urged Council to not pass the resolution.

Mark Stimpert

He spoke against Resolution 07-2023. He asked the law director and clerk to confirm if the resolution was submitted on time.

Rick Kerlin

He spoke in support of Dunkin Donuts and thanked the Council for bringing them to town. He expressed support for the contract on that project and stated that it is not a forced annex situation. Mayor Kline clarified that these comments are related to the minutes of a previous meeting to be approved tonight. He listed a number of new economic developments that have been established in the past several years.

Joe Stutzman – 5391 Liberty Avenue

He spoke about Resolution 07-2023. He is President of the Outsiders program. He explained the reasons for their existence. He expressed frustration with the lack of cooperation from the other league. He spoke against the resolution.

Reports

a. Council Members

- i. Ward 1 – Mr. Fetterolf – He stated his personal reasons for not being available for the April 5 regular meeting.

- ii. Ward 2 – Mr. Baryak – He spoke about the town hall meeting to revitalize Newton Falls, a town hall meeting for trash to evaluate the specifications of the bids, and a recent workshop for the Scott Street Sewer Project. He stated that the county commissioners are checking with their legal team to ensure that the Scott Street Project can move forward, and the river can be cleaned. He met with Braceville for the annexation and a variety of issues, concerns, and possible solutions were discussed, including a reduction of the speed limit on SR 5 and the addition of streetlights. He added that a town hall meeting is coming up soon for Scott Street on April 20 at 6:00 pm. Several grants will support the project. The Sewer Plant was built with the expectation that these types of projects would get done. He thanked the community for celebrating his retirement. He spoke in support of the Senior Citizen luncheons, which have not cost the Village any money. He encouraged residents to volunteer.
 - iii. Ward 3 – Ms. Spletzer – She stated the March 28 was a Park and Recreation meeting and the members of the committee did vote on an MOU for the ball fields. She stated that she would withdraw the associated resolution from the agenda when the time comes. She asked for each baseball organization to send a representative to the next meeting. On April 4, she voted early in-person and noticed the ballot was printed incorrectly. Secondary instructions will be provided when the public goes to vote. On April 13, she attended the town hall meeting. Yesterday, she attended a community lunch sponsored by Children's Services. Mayor Kline asked on behalf of Mr. Harnichar about a bench. Ms. Spletzer spoke with Mr. Harnichar today and she stated it should be discussed at the next Parks and Recreation meeting.
 - iv. Ward 4 – Mr. Rufener – He stated his thanks to those that came to the revitalization town hall meeting. He appreciated the civil discussion and appreciated the input of the students from the school led by Mrs. Donley.
 - v. At-Large – Mrs. Stimpert - She stated that two Fire Board meetings have been held since the last regular meeting. A proposed land transfer has been sent to the landowners for review. Equipment has been sent for repair and returned. May 16. The sale of property on First Street has been discussed.
- b. Finance Director – Mr. Housley – two utility appeals were heard. March is closed. All reports are posted to the website. The Court annual report has been received for 2022 and is reporting a deficit of \$118,000. He stated that his intention is to review remedies to reduce the deficit. Delinquent utility accounts have been reviewed and 80 of 116 accounts have been sent to collections. Regarding active accounts, shutoff notices have been sent and \$45,000 was collected as a result. Ms. Stimpert stated that she made a previous request on March 26 for information regarding line-item 52110 for \$6538.44. She made a second request on March 31 for the same information. She was advised that her requests needed to be sent to the City Manager directly or the Newton Falls Public Records Request email account. She sent requests to both placed, and stated that her request is still unmet. She asked for clarification whether her future requests can go directly to the City Manager or occur via formal public records procedures. Mr. Housley stated that the answer has been provided twice

via email and via telephone. Ms. Stimpert further clarified that her request regarding that line item, (1) How much money went to the Council Clerk and (2) how much to the City Manager? She requested an emailed response addressed to her and all of Council ASAP.

- c. Law Director – He responded to Ms. Lemon’s questions. The RLF Fund is federal grant money that was provided several years ago. A certified company is required to administer the program and they are paid with the grant money. The contract uses standard legal language and it is standard to allow the city manager to correct typos but not sign any substantially different agreement.
- d. City Manager – Mrs. Priddy – She provided information to Council to support Mr. George’s presentation and the senior lunch program. She asked for volunteers. She added that other information in her packet has been provided to Council by the zoning inspector. She spoke in support of the feedback of the students at the revitalization meeting. She read the various ideas and stated some of them are feasible. She stated that park grants are available, according to OHM, but only through a master park plan, which the Village does not currently have, but OHM will begin work on it. OHM inspected the dams and has requested to present information at the next meeting. The trash contract goes into effect on August 1. The City Manager will recommend a vendor to Council from the 5 received bids. The town hall meeting for Scott Street is tomorrow to discuss progress and proposed fees. A \$900,000 request to the Commissioners was made by the Village and they are working to determine how that can be provided. Mr. Baryak stated that the Village must help the Township and has done a great job getting grants, loans, and decent rates.
- e. Mayor - Mr. Kline asked about the Facebook site for the Village and asked for the post regarding the cancelled meeting to be removed because it is inaccurate and there are many misspellings on some of the posts. Mr. Bryan stated that their FB post should be corrected but cannot be removed. Mayor Kline stated that there are many questions about the senior lunches regarding prices. Ms. Priddy stated that the prices are recommended donations. The mayor asked many questions on behalf of the community regarding how food is stored, handled, and prepared. Mrs. Priddy stated that a permit is not required by the Health Department, a commercial refrigerator is being used and the kitchen will get certified nonetheless, despite the lack of requirement by the county. There are not many leftovers to handle because people sign up prior to attending the events. Mr. Kline attended both egg hunts and thanked the Girls Scouts and Ms. Sullivan for their efforts. For Mayor’s Choice, he went to Gionino’s, Guns and Houses, and Fieldview Acres Mercantile. He expressed pride in these businesses. He is still getting many questions about the SRO situation. He was the ringside announcer at a boxing match that benefited autism awareness.

Changes To Tonight’s Agenda

Ms. Spletzer made a motion to remove Resolution 07-2023 from the agenda.

Moved by: Ms. Spletzer

Seconded by: Mr. Baryak

Mayor Kline stated that both entities seem happy with their current arrangements and the government should stay out of it.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes
The motion passed 5-0.

VI. Approval of Previous Minutes

Regular Meeting Minutes of March 15, 2023

Mayor Kline called for a Motion to adopt the meeting minutes.

Moved by: Ms. Stimpert

Seconded by: Mr. Rufener

No discussion.

Roll Call Vote: Mr. Baryak-yes; Ms. Spletzer-abstain; Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes

The motion passed 5-0.

Special Meeting Minutes April 10, 2023

Mayor Kline called for a Motion to adopt the meeting minutes.

Moved by: Ms. Spletzer

Seconded by: Ms. Stimpert

No discussion.

Roll Call Vote: Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes

The motion passed 5-0.

VII. Public Hearings

ORDINANCE 2023-15

Sponsor: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE AGREEMENT WITH NEIGHBORHOOD DEVELOPMENT SERVICES, INC. FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE NEWTON FALLS REVOLVING LOAN FUND PLANS

Adam Zimmermann – 515 LeMae Avenue

He stated the purpose of this program is to provide zero interest loans to low-income residents for home repairs to keep people in their homes. However, he spoke against the ordinance for several reasons including, the loan is due when you sell your house, a lien is placed on the property until it is paid off, and liens can prevent the homeowner from refinancing easily. He urged the Council to not vote on the program unless they fully understand how the program works.

Julie Lemon – 609 Ridge Road

She clarified that the program began in 2006. She wondered how many people have used the program and if the program is worth the trouble.

VIII. Unfinished Business

ORDINANCE 2023-15

Sponsor: Councilperson Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE AGREEMENT WITH NEIGHBORHOOD DEVELOPMENT SERVICES, INC. FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE NEWTON FALLS REVOLVING LOAN FUND PLANS

Mayor Kline called for a motion to adopt the ordinance on final reading.

Moved by: Ms. Spletzer

Seconded by: Mr. Baryak

Mr. Baryak stated that he remembers that many people having been helped by this program. He asked the law director to comment. Mr. Bryan stated that income limits apply, there are flexible payments, it can be paid of early but it does come due when the home sells. He stated that this program is better than a reverse mortgage. Ms. Stimpert wondered about the usage rate. Mrs. Priddy stated that the program has not been in effect, but surmised that 25 people have used it in the past and the finance department can provide evidence. Mr. Rufener spoke in support of the ordinance explaining that \$145,000 in grant money created the fund and the program is a very good one to help those who need it. Mr. Fetterolf spoke in support of the ordinance citing its interest-free nature and he sees nothing out of the ordinary with this program. Mr. Baryak spoke in support of the ordinance to help low-income families.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes

The ordinance passed 5-0. Final Reading.

IX. New Business

MOTION

Sponsor: Councilperson Stimpert

A motion to appoint Adam Zimmermann to the Planning and Zoning Commission for the five-year term expiring on 12/31/2027.

Mayor Kline called for a motion to adopt the motion.

Moved by: Ms. Stimpert

Seconded by: Mr. Fetterolf

Mr. Baryak made a motion to table the motion to allow for more advertising. The mayor called for research on the issue. The law director stated that a vote must occur on the original motion. Mr. Rufener spoke in support of the motion stating a quorum cannot be reached presently and there are willing applicants. Ms. Stimpert spoke in support of the original motion and urged Mr. Baryak to work with everyone and urged the Council to advertise the remaining openings. Mr. Baryak stated his intention to vote no on the original motion. The Mayor called for the roll call vote.

Roll Call Vote: Mr. Fetterolf-no; Mr. Baryak-no; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes

The motion passed 3-2.

Mr. Bryan stated that a 2/3 vote is required for Mr. Zimmermann to be paid because he has not been removed from a seat on Council for more than 2 years. So, Mr. Zimmermann would have to accept the appointment as a volunteer.

Ms. Stimpert stated that she requested information on the applicants and stated that Mr. and Mrs. Zimmermann were the only two applicants for any of the advertised openings.

MOTION

Sponsor: Councilperson Stimpert

A motion to appoint Heidi Zimmermann to the Parks and Recreation Commission for the unexpired term expiring on 12/31/2023.

Mayor Kline called for a motion to adopt the motion.

Moved by: Ms. Stimpert

Seconded by: Mr. Rufener

Ms. Stimpert restated her appreciation for Mrs. Zimmermann's willingness to

volunteer and she urged everyone to set aside their differences and work together.

Roll Call Vote: Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-no; Mr. Baryak-no; Ms. Spletzer-yes

The motion passed 3-2.

RESOLUTION 07-2023

Sponsor: Councilperson Spletzer

~~A RESOLUTION SETTING FORTH AND ADOPTING A MEMORANDUM OF UNDERSTANDING FOR THE MAINTENANCE AND USE OF THE VILLAGE BALL FIELDS~~

X. Public Comments

Brenda Persino – 226 Oak Knoll

She attended the town hall meeting and thanked Mr. Rufener for his ideas. She addressed Mr. Baryak and admonished him for his behavior at the special meeting. She urged Mr. Baryak to apologize to the mayor. She stated her worry that the Village residents are turning against each other.

Patricia Benetis

She stated many questions to be answered by Council at the next meeting, including who has keys to the chambers, do other residents have keys, is Chief Fixler still getting paid by the Village, etc.... She thanked Council for their time.

Jamie Kline

She asked Mr. Bryan to explain why posts cannot be removed from the Village Facebook page, but comments can be taken down or restricted. She asked several questions, including (1) Who has the authority to restrict commenting? (2) Is it true that a member of the community has key to the building? And (3) Why are public records requests fulfilled quickly for some but not others. She spoke against the division in the Village and expressed worry that some businesses are being harassed. She urged Council to leave the businesses alone.

Ana Eby – 50 W. 9th Street

She stated that she was told that someone on Council has been asking questions about her and she demanded Council to ask her directly if they want to know something specific.

Julie Lemon – 609 Ridge Road

She reiterated that the April 5 meeting could not legally be cancelled because the Charter does not provide for it. She addressed Mr. Baryak directly regarding his contradictory actions during tonight's meeting. She also spoke against Mr. Baryak's behavior regarding at the special meeting. She read a religious-oriented poem to the Council.

Adam Zimmermann – 515 LeMae Avenue

He thanked Council for filling the seats on the commissions. He stated his belief that the the vote on his appointment satisfies the 2/3 requirement to approve him for being paid for his service. He took Council to task for the statement made on the Facebook page regarding the cancelled meeting. He stated that the law was broken by the Council. He reminded everyone that Ms. Spletzer's recall issue is also on the upcoming ballot.

Tim Stinson

He thanked the Council for their removal of the Resolution from the agenda. He spoke against the special meeting situation and expressed disappointment with the quality of the communication between the school board and the city manager. He wondered why 3-4 months passed without any communication about the impending trouble with the SRO contract.

Tracy Hurst – 613 Ophelia Street

She thanked Council for saving the loan program and for filling the open seats on the Commissions. She urged all to set aside their differences to work together.

Rick Kerlin – N. Canal Street

He spoke about the recent Easter celebrations and expressed his pride in the quality of these events and the support that was received by volunteers and local businesses. He also spoke with pride about the senior lunches.

529 Pennsylvania Avenue

As a parent, he spoke about the SRO problem and expressed his disappointment with the situation. He urged Council find out who was responsible and hold them accountable with termination of their positions.

Don Persino

He stated that someone is trying to access his wife's medical records and phone records. He stated his intention to sue.

XI. Closing Remarks

Ward 1 – Mr. Fetterolf stated that three members of Council did not take a vote to cancel the meeting despite what was said on Facebook.

Ward 2 – Mr. Baryak stated that he reached out to Ms. Persino to work together but they couldn't get any help. He stated that many people are donating to the senior lunches. He stated his support for the administration for bringing the Village back from near bankruptcy and repairing relationships with neighboring communities. She urged the voters to think carefully about who they vote for in the upcoming election. He spoke about his excellent attendance at Council meetings. Mr. Baryak stated that the April 5 meeting was cancelled for a lack of quorum. He apologized for an emotional response to the Mayor at the last meeting.

Ward 3 – no comment.

Ward 4 – Mr. Rufener stated that there are many issues with businesses in Ward 4. He stated the Village is required to follow up on every report. He stated that false complaints should be handled through legal remedies. He urged the pettiness and bickering among residents must stop. A quorum on planning and zoning can now address the zoning issues. He stated his belief that no harassment from the Village is happening toward businesses.

At-Large – Ms. Stimpert stated that Captain John Chicko retired with over 30 years of service with the Newton Falls Joint Fire District.

City Manager – Ms. Priddy stated that she and Mr. Rufener have spoken length about the complaints being made about businesses. She stated that furniture on sidewalks should not be an issue if they do not impede pedestrians. She stated that anonymous complaints are plentiful. She stated that the Village has the requirement to follow-up on

every complaint. A community cleanup program is being implemented where dumpsters will be provided to the community in various places via a Go Green grant.

Mayor Kline – He thanked all for their attendance. He spoke in support of unity in the community. He urged residents and Council to come together. He spoke in support of forgiveness and urged everyone to practice it. Mr. Rufener announced an ad-hoc community cleanup day at the old Jaycees Pavilion on May 6.

XII. Motion to Recess into Executive Session (If Necessary)

XIII. Adjournment

Mayor Kline called for a motion to adjourn the regular meeting at 8:49 pm.

Moved by: Ms. Spletzer

Seconded by: Mr. Baryak

No discussion.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Ms. Spletzer-yes; Mr. Rufener-yes; Ms. Stimpert-yes

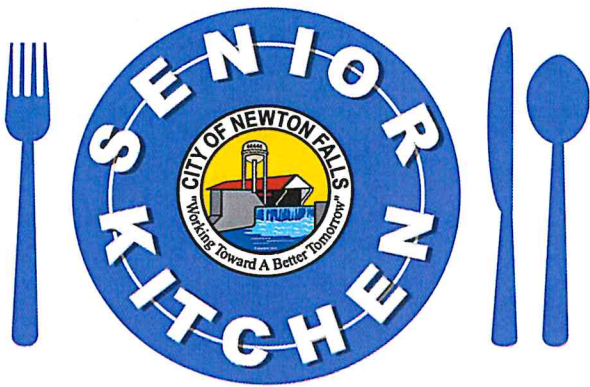
The motion passed 5-0. The meeting was adjourned.

APPROVED:

Kenneth Kline, Mayor

ATTEST:

Michael Acomb, Council Clerk



The Great Room Municipal Building 612 W Broad St. Newton Falls Ohio 44444

Earlier this year SCOPE was notified that the hot lunches provided by the Office Of Elderly Affairs would end April 1 and only meals for the homebound would be delivered.

The seniors, SCOPE, and the City Manager, Pam Priddy, were alarmed by this action. Lunch was the time to chat with friends, and enjoy a hot meal.

Richelle Drum, NF SCOPE site manager, and Mike Babyak put their heads together, each were reaching out to every connection they had to find ways to bring back the hot meals.

At the same time Pam was searching for a way to



help and came up with the idea of a self funded program where donations would pay for the ingredients for meals and volunteers would help with the cooking, cleaning and serving the food. She donated enough funds to put the first meal together.

The goal was to eventually fund a five day a week program offering hot lunches for anyone over 50, through donations replacing the program the seniors lost. Suggested donations for the meal would remain the same as before: 60 and over \$3.00 and under 60 \$5.50.

The donations would go into a dedicated fund and the finance department would keep track of income and expenses for the program.

Richelle spoke with SCOPE HQ and got the okay to donate some funds raised from program activities and offered to provide some of the paper plates and cups.

An announcement was posted on the City Facebook page, SCOPE posted a flyer and a sign up sheet in the great room, and Richelle took phone reservations.

Then Pam got to work creating a lunch menu that could be started the night before, cook overnight and be ready to serve by lunch time.

On April 5th the Senior Kitchen Program opened for the first time and WOW... around 40 people showed up for the first lunch, generous donations made it possible to serve 2 days of hot lunches the following week.

The 2 day hot lunch week donations were enough to add a third day for the following week.

And more good news. The main office of SCOPE, will be contributing some funds for the program.

The Senior Kitchen seems to be growing, donations are keeping up with the expenses and days are being added to the hot lunch calendar.

We hope to keep the Senior Kitchen Program active for all seniors.

If you can't do lunch and want to support this program you can make donations to:

The City of Newton Falls - Senior Kitchen Program



Outages from 04/01/2023

- 1) Tree on 3 Phase between Herbert and Spencer
 - 2) Branch on 3 Phase behind Water plant
 - 3) Tree ripped 2 spans of 3 Phase wire down @ Ridge rd apartments. On @ 05:57 PM
 - 4) Secondary wires down on Water st.
 - 5) Tree ripped 3 Phases of wire down on right of way between Ticknor and Garfield Still Down. Will get soon.
 - 6) First Energy lost the main feed to Warren rd sub-Station Lost @ 01:56 PM
 - 7) First Energy lost the main feed to Church st sub-station Lost @ 02:39 PM
- We got Milton transmission back @ 04:09 PM
- We got Warren rd transmission back @ 06:21 PM
- So total outage of First Energy to us was 2.5 Hrs.**
- 8) Branch on secondary Arlington rd
 - 9) 2 poles leaning badly on Ticknor rd.
 - 10) Pole broken Vine st by sidewalk.
 - 11) Service down at pump station #7 wastewater

First call came in @ 10:47 AM from customer about outage. Everything back up on running by 10:00 PM. Except for 3 phase wire in right of way between Ticknor and Garfield. We disconnected this so we could safely restore power to all customers. We were without total Electric for 2.5 Hours do to both main feeds being down from First Energy. We did all of this with just our own Electric department of 3 guys. No help from outside contractors or mutual aide.

Wind storm 03/25/2023 --- 03/26/2023

1632 electric customers had outages

Outages started at approx.: 02:22 pm on 03/25/2023

03/25/2023

05:43 PM Milton circuit on.	658	customers
07:58 PM South circuit on.	414	customers
09 :35 PM Warren rd circuit on.	84	customers
09:35 PM Columbia circuit on.	378	customers
11:00 PM Dominos building on.	3	customers

03/26/2023

01:00 AM Mahoning court on.	68	customers
01:25 AM Paige ct on.	26	customers
06:52 PM School on.	1	Customer

We received Mutual aid from **Wadsworth Electric** and **Hudson Electric** Also **Main Lite Electric** from Warren. Without their help it would have taken several days to get everyone's Electric back on.

We also had a tree company cut trees on wires for school. **DL Tree Service LLC** from Middlefield. Very inexpensive. For a Sunday and during a storm event that no-one else would come for days. I tried several and no one either answered or they were too busy. A big thanks to them.

Also to **Carrie George** for bringing us food. When we were too busy to take time to go get food. If not we would

not of even stopped for that.

City Manager

From: Bill George <electric@ci.newtonfalls.oh.us>
Sent: Tuesday, March 28, 2023 5:00 PM
To: City Manager
Subject: outages

Pam also so everyone knows we the Electric Department was out there the whole time. Richard Triflette , Matt Evans and myself was out for 16 hours on Saturday and Matt Evans and myself was out for 9 hours on Sunday.

--

William George
Electric Superintendent



Outlook

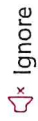
Home View Help



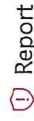
Toggle left pane



New mail



Ignore



Report



Block



Delete



Archive



Reply



Reply all



Forward



Meeting



Sweep



Move



Rules



Quick steps



Flag

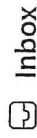


Unflag



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Favorites



Inbox

5



Sent Items



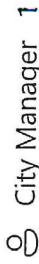
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Phil Annare...

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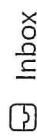


City Manager

1

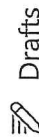
Add favorite

Folders



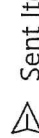
Inbox

5

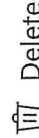


Drafts

47

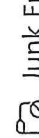


Sent Items



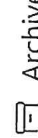
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781



Junk Email

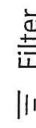
162



Archive



Inbox



Occupancy permits



Julie St

To: O Newton Falls P

Cc: O City Mayor

Please provide me with copies of any and all occupancy permits requested, approved or denied as of January 1, 2023.

Thanks

Get Outlook for iOS

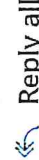
Attach a file

Will do, thank you.

Please see attached. Thank you.



Reply



Reply all



Forward



Julie Stimpert

Occupancy permits

Please provide me with copies of any...

Fri 2:25 PM

Mike Acomb

Mike Acomb

REVISED: Notice of Meet...

Please note the revised agenda for t...

Fri 2:49 PM

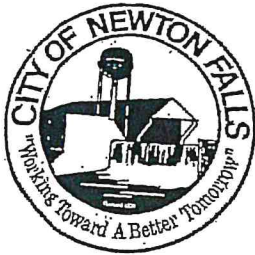
Utility Appeal H...

Julie Stimpert

Meeting invite

I would like to formally invite Mr. Spe...

Fri 2:40 PM



Certification of Occupancy Application

Date Submitted:
3-22-73

Property Location: 377 W. Broad St

Owner/Agent's Name: Randy C. A. Howell

Address: 120 Stonebrook Dr City: Covington

State: Ohio Zip: 44116 Phone #: 330-770-6761

Please classify the CURRENT use of the property/structure:

Commercial ☒ Residential ☐ Office ☐ Industrial ☐ Service ☒

Please classify the PROPOSED use of the property/structure:

Commercial ☒ Residential ☐ Office ☐ Industrial ☐ Service ☒

Please provide detailed information of the proposed and previous uses of structure(s):

Proposed use: Restaurant - Dairy Queen
Blairton

(Use back side or attach additional sheets of paper if needed).

**A fee, specific to the Zoning District, must be paid in order to process this application **
(See Back Side of this Application for Fees).

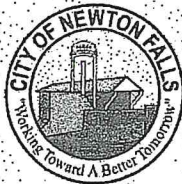
Applicant's Acknowledgement

I, the applicant, hereby acknowledge that I understand and agree that any error, misstatement or misrepresentation of material fact, whether or not deliberate, that might or would otherwise cause this application to be denied, or any change in this application made subsequent to the issuance of certification relating to this application, without the approval of the City of Newton Falls, shall constitute sufficient ground for the immediate revocation of such certification.

I, being dully sworn according to law, hereby swear and attest that I am the lawful owner or agent for the owner of the previously described property and that the allegations, representations and statements made in the attached application are accurate and complete to the best of my knowledge.

[Signature]
Owner or Owner's Agent Signature

Date



CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section 301 of the 2006 International Building Code certifying that at the time of issuance, this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

Permit No: 20230038

Address: 372 W. Blvd

City/State/Zip: N. Falls 44444

Owner: R. CALWELL Holdings

Address: 6515 W. Hwy Ave

City/State/Zip: Newton, Ohio

Phone: 330-770-6961

Issued Date: 03/22/2023

Expiration Date: 09/21/2023

Permit Type: Certificate of Occupancy

Zoning District: COMMERCIAL

Occupancy Type: RESTURAN DAIRY QUEEN

Occupant Load: 80 PERSON

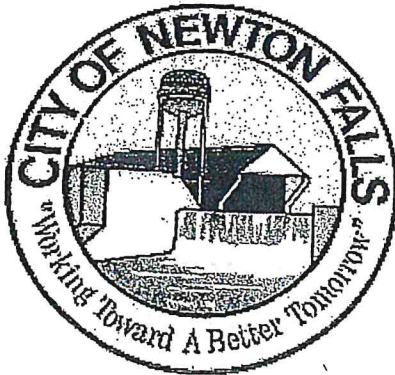
Contractor: R. CALWELL Holdings LLC

R. Calwell Holdings
Owner

Shawn Spelich
Building Official

This placard must be placed in a conspicuous place on the premises.

SAVE PRINT EMAIL



Certification of Occupancy Application

Date Submitted: 2/6/2023

Property Location: 2010 Milton Blvd. Ste. C1

Owner/Agent's Name: Jennifer Falb

Address: 5247 Wilson Mills Rd #502

City: Richmond Heights

State: OH

Zip: 44143

Phone #: 330-219-9889

Please classify the CURRENT use of the property/structure:

Commercial ☒ Residential ☐ Office ☐ Industrial ☐ Service ☐

Please classify the PROPOSED use of the property/structure:

Commercial ☒ Residential ☐ Office ☐ Industrial ☐ Service ☐

Please provide detailed information of the proposed and previous uses of structure(s):

Previously the space was occupied by the Fuel Cafe. The proposed space would be a store front for a chocolate/confectionery business that focuses on peanut butter cups.

(Use back side or attach additional sheets of paper if needed).

****A fee, specific to the Zoning District, must be paid in order to process this application ****
(See Back Side of this Application for Fees).

Applicant's Acknowledgement

I, the applicant, hereby acknowledge that I understand and agree that any error, misstatement or misrepresentation of material fact, whether or not deliberate, that might or would otherwise cause this application to be denied, or any change in this application made subsequent to the issuance of certification relating to this application, without the approval of the City of Newton Falls, shall constitute sufficient ground for the immediate revocation of such certification.

I, being dully sworn according to law, hereby swear and attest that I am the lawful owner or agent for the owner of the previously described property and that the allegations, representations and statements made in the attached application are accurate and complete to the best of my knowledge.

53-247204



CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section 301 of the 2006 International Building Code certifying that at the time of issuance, this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

Permit No: 20230007

Address: 2010 Milton Blk

City/State/Zip: N. Falls, Ohio

Owner: JENNIFER FAIB

Address: 5247 Wilson Mills Rd

City/State/Zip: Richmond Heights

Phone: 830-219-9889

Issued Date: 02/15/2023

Expiration Date: 08/15/2023

Permit Type: New Construction

Zoning District: COMM

Occupancy Type: STORE FRONT

Occupant Load: 10

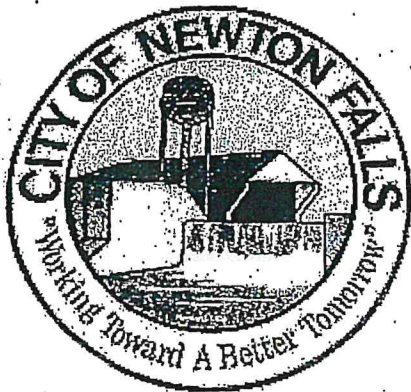
Contractor:

JENNIFER FAIB
Owner

Jim M. Spelch
Building Official

This placard must be placed in a conspicuous place on the premises.

SAVE PRINT EMAIL



Certification of Occupancy Application

Date Submitted: JULY 1, 2022

Property Location: 17 E. RIVER STREET SUITE D

Owner/Agent's Name: THOMAS IVANY

Address: 5760 PATRIOT BLVD.

City: AUSTINTOWN

State: OH

Zip: 44515

Phone #: 330-953-0243

Please classify the CURRENT use of the property/structure:

Commercial Residential Office Industrial Service XX

Please classify the PROPOSED use of the property/structure:

Commercial Residential Office XX Industrial Service

Please provide detailed information of the proposed and previous uses of structure(s):

PREVIOUS USE - HAIR SALON

PROPOSED USE - OFFICE SPACE

(Use back side or attach additional sheets of paper if needed).

****A fee, specific to the Zoning District, must be paid in order to process this application ****
(See Back Side of this Application for Fees).

Applicant's Acknowledgement

I, the applicant, hereby acknowledge that I understand and agree that any error, misstatement or misrepresentation of material fact, whether or not deliberate, that might or would otherwise cause this application to be denied, or any change in this application made subsequent to the issuance of certification relating to this application, without the approval of the City of Newton Falls, shall constitute sufficient ground for the immediate revocation of such certification.

I, being dully sworn according to law, hereby swear and attest that I am the lawful owner or agent for the owner of the previously described property and that the allegations, representations and statements made in the attached application are accurate and complete to the best of my knowledge.



CERTIFICATE OF OCCUPANCY (OBC 111.1)

TRUMBULL COUNTY BUILDING INSPECTION DEPARTMENT
159 EAST MARKET STREET, SUITE 100
WARREN, OH 44481
MICHAEL SLOWINSKI P.E. BUILDING OFFICIAL

PROPERTY NAME & LOCATION

VALLEY RECOVERY PARTNERS

17 E RIVER RD

NEWTON FALLS, OH 44444

APPROVED BY

ALTERATION

USE & OCCUPANCY GROUP PRIMARY

B (Business)

USE & OCCUPANCY GROUP OTHER

None No Other Use

USE & OCCUPANCY GROUP MIXED

Occupancy Load certificate must be posted (If Checked)

OCCUPANT LOAD

19 PERSONS

TYPE OF CONSTRUCTION

IIIB

FIRE PROTECTION SYSTEMS

SPRINKLER

Not Required

TYPE

Not Applicable

LOCATION

Not Applicable

HAZARD CLASS

Not Applicable

MAX STOR HEIGHT

Not Applicable

SYSTEM DEMAND BASE OF RISER

NA

FIRE ALARM

Not Required

TYPE

Not Applicable

KITCHEN HOOD SYSTEM

Not Applicable

STIPULATIONS, CONDITIONS & VARIANCES

As follows, unless otherwise noted.

This Certificate represents an approval that is valid only when the Building and its facilities are used as stated and is conditional upon all building systems being maintained and tested in accordance with the applicable Ohio Board of Building Standards Rules and applicable equipment or system schedules.

This certificate of Occupancy conforms with chapters 3781 and 3791 of the Revised Code and the applicable provisions of the Rules of the Ohio Board of Building Standards.

Plan Approval Application No.

2022

10

13

1

53

217315

Approved pursuant to the following edition of the OBC

2017

Approved pursuant to the following edition of the OMC

2017

Approved pursuant to the following edition of the OPC

2017

This Approval is limited to the following portions of the Building:

1840 SF PROJECT AREA

The balance of the Building is approved pursuant to the following Dated C of Os:

EXISTING OCCUPANCY NO CHANGE

Trumbull County Building Official

Mike Slowinski P.E.

2022-10-26

Date of Issuance



CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section 301 of the 2006 International Building Code certifying that at the time of issuance, this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

Permit No:	20220165	Issued Date:	
Address:	5760 PATRIOT BLVD	Expiration Date:	03/23/2023
City/State/Zip:	AUSTINTOWN, OHIO 44515	Permit Type:	Certificate of Occupancy
Owner:	TRK	Zoning District:	
Add.ess:	5760 PATRIOT BLVD	Occupancy Type:	
City/State/Zip:	AUSSTINTOWN, Ohio 44515	Occupant Load:	
Phone:	330-953-0243	Contractor:	

TRK
Owner

John M. Spelich
Building Official
John M. Spelich

This placard must be placed in a conspicuous place on the premises.

53-217-315

Police

Nature Code	Description	Number
ABC	ABANDONED 911 CALL	1
ABV	ABANDONED VEHICLE	1
AC	ANIMAL COMPLAINT	4
AD	ALARM DROP	15
ATL	ATTEMPT TO LOCATE	1
BE	BREAKING AND ENTERING	1
BG	BURGLARY	1
C2P	CRASH PROPERTY DAMAGE	2
C4P	CRASH WITH REPORTED INJURIES	1
CD	CRIMINAL DAMAGING	2
CKW	CHECK WELFARE	6
CPS	COURT PAPER SERVICE	1
CUS	CUSTODY PROBLEM	1
DAV	DISABLED VEHICLE	1
DIS	DISTURBANCE	2
DM	DELIVER MESSAGE OR NOTIFICATION	1
DOM	DOMESTIC	3
EADP	ALARM DROP MEDICAL	1
EAPP	ABDOMINAL PAIN	1
EBITEP	BITE	1
EBPP	BLOOD PRESSURE	1
ECPP	CHEST PAINS	1
EDIABP	DIABETIC	2
EFALLP	FALL	4
EGIP	GENERAL ILLNESS	3
EMSP	EMERGENCY MEDICAL ASSISTANCE	1
ESOBP	SHORTNESS OF BREATH	1
ESTROKEP	STROKE	1
ESUIP	SUICIDE	1
EUPP	EMS UNKNOWN PROBLEM/UNCLASSIFIED	5
FBCP	BURNING COMPLAINT	2
FGT	FIGHT	1
FINFP	FIRE INFO POLICE	2
HAR	HARASSMENT	1
HS	HIT SKIP	2
IDT	IDENTITY THEFT	1
INF	INFORMATION	4
INV	INVESTIGATION	2
ITX	INTOXICATED PERSON	2
JD	JUVENILE DELINQUENT OR UNRULY	2
MEN	MENTALLY IMPAIRED PERSON	1
NEW	NEWTON TWP PATROL AREA	7
NP	NEIGHBOR PROBLEM	2
S19	RETURN PHONE CALL	9
SPA	SUSPICIOUS ACTIVITY	2
SPP	SUSPICIOUS PERSON	1
SPV	SUSPICIOUS VEHICLE	2
TH	TELEPHONE HARASSMENT	1
THE	THEFT	2
THR	THREATS	1
TRA	TRANSPORT PERSON OR PRISONER	5
TRC	TRAFFIC REGULATION COMPLAINT	1
TS	TRAFFIC STOP	26
UNK	UNKNOWN PROBLEM	5
VER	VERBAL DISPUTE	1

TRUMBULL COUNTY E911

Report Dates from 03/01/2023 00:00:00 to 03/22/2023 23:59:59

Police

Nature Code	Description	Number
WAR	WARRANT SERVICE	1
GRAND TOTAL:		153

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-16
SPONSOR: Councilpersons Rufener and Stimpert

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF KIMBLE RECYCLING AND DISPOSAL, INC. ("KIMBLE") FOR THE NEW VILLAGE SOLID WASTE COLLECTION AND DISPOSAL CONTRACT, WITH RECYCLING, AND ENTER INTO A THREE YEAR AGREEMENT WITH KIMBLE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND BID SPECIFICATIONS ISSUED BY THE VILLAGE AND BID PROPOSAL SUBMITTED BY KIMBLE

WHEREAS, the Village's current solid waste collection and disposal contract expires on July 31, 2023, and

WHEREAS, the Village advertised for bids pursuant to law for a new 3 year solid waste collection and disposal contract with recycling; and

WHEREAS, the bids were publicly opened on March 29, 2023; and

WHEREAS, the City Manager and Council have reviewed the bid packages that were submitted, and Council has determined that the bid proposal of Kimble Recycling and Disposal, Inc. ("Kimble") of Dover, Ohio constitutes the lowest and best bid package that was submitted.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby authorizes the City Manager to accept Kimble's bid and enter into a 3 year contract with Kimble for the collection and disposal of residential and commercial solid waste and recycling, commencing on August 1, 2023. Said agreement shall substantially conform to the Contract Documents & Bid Specifications issued by the Village on March 3, 2023 and Kimble's bid proposal (quoting a price of \$21.93 per month for a 96 gallon mobile cart and mobile recycling cart, \$33.50 per month for 10 bags in lieu of cart service, \$2.50 per month for additional recycling carts, and other specified amounts for dumpster and special pick-up services), as set forth in the attachment hereto.

SECTION 2. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall be effective as of the earliest date permitted by law.

ORDINANCE NO. 2023-16
PAGE TWO

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

City of Newton Falls

2023

CONTRACT DOCUMENTS & SPECIFICATIONS

**RESIDENTIAL & COMMERCIAL
SOLID WASTE
COLLECTION & DISPOSAL
WITH RECYCLING**

City of Newton Falls
612 E. Broad Street
Newton Falls, Ohio
330-872-0806

Pamela S. Priddy, City Manager

City of Newton Falls

Legal Notice

Residential & Commercial Solid Waste Collection & Disposal Specifications With Recycling

The City of Newton Falls is currently accepting sealed bids for the collection and disposal in a licensed landfill of commercial and residential solid wastes from within the City of Newton Falls for a thirty six (36) month term, with a mutual option for an additional twenty four (24) month term. All bids must be submitted on an official "bid form" and be consistent with the "instructions to bidders" furnished by the Office of the City Manager. The terms appearing in the General Specifications shall apply to all contract documents.

The City will supply paper copies of the "*Contract Documents & Specifications*" to all prospective bidders upon payment of a **twenty-dollar (\$20.00) non-refundable fee**, payable to the "City of Newton Falls". There will be no charge for contract documents sent via email. Bid specifications and documents are available in the City Manager's Office, 612 E. Broad Street, Newton Falls, Ohio 44444, Monday through Friday, 8:30 a.m. to 3:00 p.m. or by email to cityadmin@newtonfallsoh.gov.

Bids will be accepted in the City Manager's Office until 3:00 p.m. on March 29, 2023, at which time all bids will be publicly opened and read aloud. The City intends to accept the "lowest & best bid", but reserves the right to reject any and/or all bids, and to make the award in any manner that is consistent with applicable law and deemed to be in the best interest of the community. It is expected that the City Manager will be authorized to enter into a contract through the adoption of an Ordinance by City Council at a regular meeting of Council following the opening and analysis of the bids.

Bids must be accompanied by a bid bond or certified check and proof of adequate liability insurance coverage (including a "hold harmless clause" holding the City harmless from any and all claims against the contractor), in accordance with the "Instructions to Bidders".

Published: 3-5-23 & 3-12-23

INSTRUCTIONS TO BIDDERS

Solid Waste Collection & Disposal

➤ SOLICITATION, RECEIPT, & OPENING OF BIDS:

The City of Newton Falls ("City") is now accepting bids from qualified persons and/or corporations for the collection & disposal at a licensed landfill of all residential & commercial solid wastes collected from customers situated within the City of Newton Falls for a thirty-six (36) month term, with a mutual option for an additional twenty-four (24) month term. All bids must be submitted on the attached forms and will be received in the City Manager's Office at 612 E. Broad Street, Newton Falls, Ohio 44444, **until 3:00 p.m. on Wednesday March 29, 2023**. At that time and at that place, all bids will be publicly opened & read aloud. All bids must be marked "*Sealed Bid Solid Waste Collection and Disposal*".

➤ PREPARATION OF THE BID:

All bids must be prepared and signed on the attached forms. Additional copies of the bid package may be obtained from the City upon payment of the \$20.00 non-refundable fee. All forms & information must be complete and filled out in ink or type. If a bid is altered, the original bid must be crossed out & the new bid entered above/below and initialed by the bidder in ink.

The comparison of the bids received will be based upon the items listed and prices bid, and by category of services.

Each bid, together with its supporting documentation, must be submitted in a sealed envelope that is clearly marked on the outside with the bidder's name and address. All envelopes must be marked "*Sealed Bid - Solid Waste Collection and Disposal*". If bids are mailed, the sealed envelope containing the bid must be enclosed inside another envelope addressed as specified. The City may reject any bid that is not prepared and submitted in accordance with these provisions, waive any informality in any bid, or reject all bids. Any bid may be withdrawn **prior** to the scheduled bid opening. **Any bid received after the time and date specified for opening shall not be considered.**

➤ BID SECURITY AND PROOF OF INSURANCE:

Each bid must be accompanied by a bid bond or certified check, payable to the City of Newton Falls in the amount of **twenty-five thousand dollars (\$25,000)**, as a guarantee by the bidder, that it will, if called upon to do so, enter into a contract with the City to perform the work covered by the bid at the rate(s) proposed and to furnish a corporate surety for same. Checks and/or bonds will be returned after the contract is awarded by Council and properly executed, or within ninety (90) days after the bid opening date if all bids are rejected.

Each bid must also be accompanied by a certificate of insurance evidencing that the coverage(s) set forth in Section 11.0 of the General Specifications have been met or exceeded and that the City of Newton Falls is to be held harmless in the event of a claim against the contractor.

All bids will be binding and in force until ninety (90) days after the bid opening date if they are not previously rejected.

➤ **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO A CONTRACT:**

The successful bidder to whom the contract is awarded (the contractor) will be required to execute the contract. If the successful bidder should for any reason refuse or fail to enter into a contract with the City within twenty (20) days after the award notification, the bid may be considered "abandoned", and all rights & interests in the award, including the bid security, may be declared forfeited to the City as liquidated damages. The City may then elect to either award the contract to the next lowest and best bidder or re-advertise for bids.

➤ **PERFORMANCE BOND:**

Each bid shall include a letter from a corporate surety satisfactory to the City stating that a Performance Bond will be furnished to the City by the successful bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of a power of attorney.

The successful bidder (contractor) shall provide a performance bond as a security for the faithful performance of this contract. Said bond shall be in the amount of (\$1,000,000.00) one million dollars and may include a proportionate annual reduction, over the contract's term. The contractor shall pay the premium for the performance bond and provide proof of payment that is acceptable to the City. The form of the bond is attached hereto. The surety on the bond shall be a corporate surety company authorized to conduct business in Ohio.

➤ **POWER OF ATTORNEY:**

Attorneys-in-fact who sign bonds must file with each bond a certified & effectively dated copy of their power of attorney.

➤ **SCOPE OF WORK:**

The work under this contract shall consist of the items contained in the bid, including the incidents necessary to complete all work in accordance with the Contract Documents.

➤ **CONDITIONS:**

Each bidder shall fully acquaint themselves with conditions relating to the scope & restrictions attending the execution of the work under the contract. The City shall make all such documents available to the bidder. Each bidder shall thoroughly examine and be familiar with all Specifications and shall be solely responsible for obtaining information concerning the conditions at locations that may affect this work (low hanging wires, load conditions, ingress and egress characteristics, etc.). Any bidder's failure or omission to receive or examine any form, instrument, or document, or to become acquainted with an existing condition shall in no way relieve it of any contract obligation.

The bidder shall make its own determination as to conditions, assume all risk & responsibility, and complete the work in and under conditions it may encounter or create, without extra cost to the City or its customers, including any and all industry changes, e.g. rising landfill/tipping fees, equipment costs, and fuel costs during the term of the contract. The bidder acknowledges that all pertinent Federal, State & municipal statutes, rules, & regulations having jurisdiction over the work to be performed shall apply to the contract and will be deemed to have been included in the contract as if fully written therein.

➤ **ADDENDA EXPLANATIONS AND PRE-BID CONFERENCE:**

A pre-bid conference was held at the Municipal Building, 612 E. Broad Street, Newton Falls, Ohio on February 28, 2023 at 1:30 p.m., at which time questions were asked of the City on issues related to this process. Conference attendance does not waive a bidder's obligation to read & understand the specifications. If a bidder has a question that it would like addressed, it may be faxed to the City at (330) 872-0544, emailed to the City at cityadmin@newtonfallsoh.gov, or submitted at any time in writing. If as a result of any such inquiry the City determines that a more detailed written explanation is necessary, an addendum to the specifications will be issued to each prospective bidder.

Any verbal representation by any person prior to the award shall be non-binding.

Any addendum issued prior to date of receipt of bids shall become a part of the Contract Documents, and all bids shall include the work described in the Addendum.

Any inquiry received within seven (7) days of the date fixed for the opening of bids will **not** be given consideration. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued by the City, shall be provided to all prospective bidders (at the address furnished), not later than five (5) days prior to the date fixed for the bid opening.

➤ **NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER:**

The bid must be properly signed in ink and include the bidder's address, telephone number, and entity organizational status. Corporate bids must indicate the state in which incorporated & be signed by an authorized officer in accordance with its by-laws. Partnerships must list the full names of all partners. Bids from individuals must include the names & addresses of all proposed parties to the agreement. If the bid is a joint venture, each party to the venture shall be required to execute the bid. Anyone signing a bid as an agent of another or others must submit with the bid legal evidence of his authority to do so.

➤ **COMPETENCY OF BID:**

The opening & reading of the bid is not to be construed as its acceptance. The City reserves the exclusive right to determine the qualifications, competency, & responsibility of each bidder and requires each bidder to submit with the bid a list of his/her qualifications, in order to assist in this determination, as follows:

1. An itemized list of the equipment to be used including at least one (1) more truck than the number normally required for each day's work.
2. A certified copy of the bidder's latest available financial statement or that of the parent company if the statement of the subsidiary or division is not available.
3. Evidence that the bidder is in good standing with and licensed by the State of Ohio or a sworn statement that it will be licensed prior to start of the contract.
4. Evidence that the bidder is able to perform all work described in the contract.
5. Evidence that the bidder has at least five (5) years of experience in the collection & disposal of municipal refuse in an environment that is similar in size.
6. Evidence that the bidder possesses the managerial and financial capacities to perform all phases of the work called for in the contract documents.
7. Such additional information as may be necessary to satisfy the City that the bidder is qualified & able to fulfill the contract's terms & conditions, including client references and the landfill's location, owner, remaining capacity, licenses, etc.

➤ **QUANTITIES:**

The City estimates there will be 1475-1525 (1512 currently) dwelling units to be initially served under this contract, including all apartment buildings with less than five (5) units. Unit price computations for residential units may be based upon this number with reasonable confidence that this number is accurate.

➤ **DISQUALIFICATION OF BIDDER:**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a bidder and the rejection of its bid.

- Lack of competency as revealed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from standpoint of workmanship.
- Default on a previous municipal contract for failure to perform.

➤ **BASIS OF THE PROPOSAL:**

Solid waste collection & disposal proposals are solicited on the basis of rates for each type of work and will be compared on the basis of the services provided and unit cost proposed. The City reserves the right to accept any and/or all proposals by “option” category while accepting other “option” proposals from other bidders, so long as there is no duplication of service in the collection proposals as accepted.

➤ **METHOD OF AWARD:**

The City reserves the right to accept or reject any and/or all bids and waive defects or irregularities in any bid. Any alteration, erasure, or notations of proposed changes to the bid specifications, proposal, or contract documents may render the accompanying bid irregular and therefore subject to rejection by the City. The City intends to award a contract within thirty (30) days after the date of the bid opening.

➤ **METHOD OF CANCELLATION:**

The City reserves the right to cancel the contract at any time upon its service to the contractor of a ninety (90) day written notice of its intent to terminate.

ADDITIONAL BID REQUIREMENTS

Each bidder is required to make a part of their contract the following items:

- (a) Bagged grass pickup
- (b) Bagged leaf pickup
- (c) When trash falls on the ground – must be picked up
- (d) Replacement trucks available
- (e) When notified, missed streets must be picked up within 24 hours
- (f) Sur charges must be clearly defined
- (g) July 4th holiday week – trash must be picked up from the community park when requested.
- (h) Handle customer service issues promptly and efficiently
- (i) Return envelopes for commercial customers to return payments
- (j) Availability of locks for commercial dumpsters

CONTRACTOR'S PROPOSAL
SOLID WASTE COLLECTION & DISPOSAL

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for Solid Waste Collection and Disposal for the City of Newton Falls, Ohio, does hereby offer to perform such services on behalf of the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract Documents at the rates (expressed words and figures) hereinafter set forth:

- A. Service shall be mandatory to all residential households within the City of Newton Falls, Ohio.
- B. The City shall bill & collect charges for residential services rendered by the contractor and remit this amount to the Contractor each month. For this billing & collection service, the City shall be paid by the contractor the sum of fifty cents (\$.50) per customer each month. Said fee will be computed by the City and automatically subtracted from the amount paid the contractor each month. The City will impose no additional fee for the pursuit of delinquent customers. All solid waste collection & disposal charges not recovered after the City has exhausted all reasonable options to secure payment shall be borne solely by the contractor. Under no circumstance is the City responsible for the payment of delinquent monies owed the contractor that the City has concluded it cannot collect. The city's current standards for utility discontinuation will apply to solid waste collection & disposal service, and Contractor is not required to provide service to delinquent customers. The City shall notify contractor when customers are delinquent and service shall be discontinued.
- C. In lieu of residential service, bag service shall be available to those residents who elect such service. Bags may be purchased in packets of ten (10) and shall include curbside pickup service. Bags will be sold directly to the public via the City's Utility Office, 419 North Center Street, Newton Falls, Ohio.
- D. Any apartment house or other structure containing five (5) or more residential households shall be considered a commercial/industrial service premises for the purposes of service designation.
- E. Bidder agrees that, in the event a commercial/industrial customer can establish to the satisfaction of the City Manager that its usual service requirements will not exceed the quantity capable of being contained in three (3) 30 gallon bags per week, such customer will be billed at the residential rate then in effect; and that it will negotiate reasonable rates with any commercial/industrial customer whose garbage and rubbish are not of a type which can be efficiently stored and disposed of in the container formally supplied to such customers.
- F. Collection for the entire City shall be completed in one day.

- G. Smaller trucks are required for collection in the East River Garden Area.
- H. Contractor is responsible for providing pamphlets to each customer outlining the requirements and fees for bulk collection, mattress wrapping, etc.
- I. Bidder agrees to provide the following special services to City of Newton Falls **free of charge**:
- a. Roll-offs or dumpsters and the weekly collection & disposal of all garbage & rubbish from the following municipal facilities:
 - City Hall, 612 E. Broad Street;
 - Water Plant, 175 W. River Rd.;
 - Wastewater Treatment Plant, 500 Warren Road;
 - Electric Department, 53 E. Church Street;
 - Public Works Department, 52 E. Church Street;
 - Community Center, 50 E. Quarry Street;
 - Court Building, 19 N. Canal Street; and
 - At locations designated in certain City parks and/or playgrounds twice per week between April 15th and August 15th.
 - b. A twenty (20) yard roll-off and the weekly collection & disposal of up to twenty (20) cubic yards of sewage sludge from the City's Sewage Treatment Plant. The City will be charged per cubic yard for any amount of sludge above the twenty (20) cubic yards per week.
 - c. The weekly collection & disposal of garbage & trash from all public trash receptacles, including, but not limited to, those situated in the various parks & playgrounds and along the Broad Street business corridor.
 - d. Larger capacity roll-offs or dumpsters at any municipal facility upon receipt of a request by the City.
 - e. Extra roll-offs, dumpsters and/or mobile carts at certain locations as may be specified by the City for certain special events, including, but not limited to: holidays, community festivals, special fundraisers, Fourth of July festivities etc. (includes pick up on July 4th).
 - f. A twenty (20) yard roll-off for Street Department sweepings and debris, to be removed six times per year.
 - g. 10 additional totes (to be stored by the City for future use).

Bulk Item Collection Made Easy

Bulk Item Requirements:*

1. You must request bulk item pickup 48 hours before your scheduled trash pickup day
2. Bulk items must be placed on the curb on your scheduled trash pickup day
3. Large items must be cut into 4' sections (ex: carpet, tree branches, lumber, pipes)
4. Items should weigh no more than 50 pounds
5. Items more than 50 pounds should be broken down
6. All mattresses and upholstered items need to be wrapped and sealed in plastic
7. Freon must be removed from appliances & tagged by a certified technician

Approved Bulk Items:*

FURNITURE



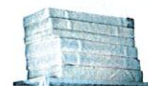
- BARSTOOLS
- KITCHEN CHAIRS
- SMALL END TABLES
- SINGLE BEDS



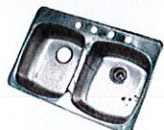
- SOFAS
- KITCHEN TABLES
- RECLINING CHAIRS
- STUFFED CHAIRS



- DRESSERS (MIRRORS DETACHED)
- MATTRESS & BOX SPRINGS
- DINING ROOM TABLES
- DINING ROOM HUTCHES



APPLIANCES AND HOUSE FIXTURES



- MICROWAVES
- DOORS
- WASHERS
- DRYERS
- SINGLE WINDOWS
- WATER HEATERS
- CARPET
- FURNACES



- STATIONARY TUBS
- BATHTUBS
- KITCHEN SINKS
- TOILETS
- STOVES AND OVENS



- REFRIGERATORS (FREON REMOVED)
- FREEZERS (FREON REMOVED)
- DEHUMIDIFIERS (FREON REMOVED)
- HUMIDIFIERS (FREON REMOVED)
- AIR CONDITIONERS (FREON REMOVED)



MISCELLANEOUS ITEMS



- SMALL TVs (GLASS TAPED)
- BIKES



- LAWN MOWERS (GAS REMOVED)
- GRILLS



- DISASSEMBLED SWING SETS

MORE

RESIDENTIAL

For Residential Units as described herein, subject to those exceptions permitted, the Contractor shall provide refuse and garbage collection of weekly household generated rubbish, together with those recycling services specified in these Specifications, to all residential units within the City of Newton Falls on a regular weekly basis. The price to be billed to the resident each month will equal the price for the option of refuse and garbage collection chosen (either A or B), plus the price for recycling service, plus any applicable bulk or special pickup item charges.

For Option A, weekly refuse and garbage collection includes 1 – 96 gallon mobile cart and up to a limit of six (6) additional generic garbage bags per week.

- A. Rate per residential unit per month for 96 gallon mobile cart and up to 6 bags:
- | | |
|----------------------------|----------|
| 36 month contract | \$ 21.93 |
| Additional 24 month option | \$ 23.98 |

- B. In lieu of residential mobile cart service, Bag Service will be available to those residents who elect to purchase Contractor labeled bags from the Village. Bags may be purchased in packages of ten (10) and shall include curbside pickup service for those Contractor labeled bags only. Bags will be sold directly to the public via the City's Utility Office, 419 North Center Street, Newton Falls, Ohio.

Bags of ten (10) in lieu of residential cart service.

36 month contract	\$ 33.50/mo
Additional 24 month option	\$ 35.00/mo

- C. Contractor provided Mobile Recycling Carts.
Contractor will supply each residential unit with:

One cart for recycling to be picked up every week.

Mobile Recycling Cart	36 month contract	\$ Included in Option A
	Additional 24 month option	\$ Included in Option A
Additional cart per unit	36 month contract	\$ 2.50/mo
	Additional 24 month option	\$ 2.75/mo

❖ **Cart maintenance and ownership shall remain with the hauler.**

Each bidder shall submit unit prices for the following bulk/special pickup items that will apply in the event additions to the work to be performed are ordered on certain of the preceding base bid items. These bulk or special pickup fees will be considered in the award of the Contract.

BULK FEES

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	UNIT PRICE IN WORDS	COST
1	Air Conditioner (window)*	1	EA	35** 150	Thirty five** or One Hundred Fifty	
2	Automobile parts (per container, subject to 50 lb limit)	1	EA	35	Thirty Five	
3	Bath Tub	1	EA	40	Forty	
4	Bulk approved construction material (per container, subject to 50 lb. limit)	1	EA	35	Thirty Five	
5	Chair (upholstered)	1	EA	35	Thirty Five	
6	Chair (wood)	1	EA	15	Fifteen	
7	Dehumidifier*	1	EA	35** 150	Thirty five** or One Hundred Fifty	
8	Dishwasher	1	EA	35	Thirty Five	
9	Dryer	1	EA	35	Thirty Five	
10	Freezer*	1	EA	40** 150	Forty** or One Hundred Fifty	
11	Hot water tank	1	EA	35	Thirty Five	
12	Incinerator	1	EA	50	Fifty	
13	Loose material (per container, subject to 50 lb limit)	1	EA	25	Twenty Five	
14	Mattress (bagged)	1	EA	35	Thirty Five	
15	Refrigerator*	1	EA	40** 150	Forty** or One Hundred Fifty	
16	Shower/tub unit	1	EA	45	Forty Five	
17	Sink	1	EA	30	Thirty	
18	Sofa	1	EA	45	Forty Five	
19	Springs	1	EA	35	Thirty Five	
20	Stationary tubs	1	EA	45	Forty Five	
21	Stove/oven	1	EA	35	Thirty Five	
22	Swing Set (disassembled)	1	EA	35	Thirty Five	
23	Table	1	EA	35	Thirty Five	
24	Television	1	EA	***	see bottom***	
25	Tires on rims (automobile, limit to 4 per collection)	1	EA	not accepted	not accepted	
26	Tires, rimless (automobile, limit to 4 per collection)	1	EA	not accepted	not accepted	
27	Toilet and tank	1	EA	35	Thirty Five	
28	Washer	1	EA	35	Thirty Five	

*Residents shall be responsible for directly notifying the City in advance for the removal of items containing Freon.

Those items are to be collected and transported by the Contractor in a vehicle different from the one that is used for solid waste collection. The Freon removal cost shall be included in the cost of

Special Services for the above items.

Unit Price for items with freon removed by the resident & tagged properly. *\$35 for normal size TVs. / \$100 for TVs requiring 2 workers.

COMMERCIAL & INDUSTRIAL

Contractor shall provide refuse and garbage collection as detailed in a schedule provided by contractor.

- A. Bidder agrees that it shall pick up at no charge all garbage and rubbish from the City of Newton Falls Municipal Facilities:
- City Hall, 612 E. Broad Street;
 - Water Plant, 175 W. River Rd.;
 - Wastewater Treatment Plant, 500 Warren Road;
 - Electric Department, 53 E. Church Street;
 - Public Works Department, 52 E. Church Street;
 - Community Center, 50 E. Quarry Street;
 - Court Building, 19 N. Canal Street;
 - At locations designated in certain City parks and/or playgrounds twice per week between April 15th and August 15th.
 - The weekly collection & disposal of garbage & trash from all public trash receptacles, including, but not limited to those situated in various park and playgrounds and along the Broad Street business corridor.
 - Bidder further agrees that the City of Newton Falls can request and receive a larger cubic yard capacity for dumpsters located at the City facilities and may further request and receive free of charge dumpster provisions and/or mobile carts for special events to include but not limited to fund raisers and Fourth of July festivities.
 - A twenty (20) yard roll-off for Street Department sweepings and debris, to be removed once per quarter.
- B. Any apartment house or other structure containing five (5) or more residential households shall be considered a commercial/industrial service premises for the purpose of service designation.
- C. Bidder agrees that, in the event of commercial/industrial customer can establish to the satisfaction of the City Manager, that its usual service requirements will not exceed the quantity capable of being contained in three (3) 30 gallon bags per week, such customer will be billed by the contractor at the residential rate then in effect.

COMMERCIAL & INDUSTRIAL (36 Month Contract)
DUMPSTERS

2 cubic yard dumpster	once per week	\$ 69.75
	twice per week	\$ 131.50
	bi-weekly	\$ 38.88
	monthly	\$ 34.30
3 cubic yard dumpster	once per week	\$ 78.90
	twice per week	\$ 149.79
	bi-weekly	\$ 44.59
	monthly	\$ 34.30
4 cubic yard dumpster	once per week	\$ 89.19
	twice per week	\$ 168.09
	bi-weekly	\$ 50.31
	monthly	\$ 40.02
6 cubic yard dumpster	once per week	\$ 109.77
	twice per week	\$ 205.82
	bi-weekly	\$ 61.75
	monthly	\$ 51.46
8 cubic yard dumpster	once per week	\$ 137.21
	twice per week	\$ 249.27
	bi-weekly	\$ 80.04
	monthly	\$ 62.89

ROLL-OFFS: Bids shall include Haul Rate, Disposal Rate, and Rental Rate

20 cubic yard roll off	Per Haul	once per week	\$ 194
	Per Ton	twice per week	\$ 51.50
	Rental	bi-weekly	\$ \$5/day after 7 days
		monthly	\$ N/A
30 cubic yard roll off	Per Haul	once per week	\$ 194
	Per Ton	twice per week	\$ 51.50
	Rental	bi-weekly	\$ \$5/day after 7 days
		monthly	\$ N/A
40 cubic yard roll off	Per Ton	once per week	\$ 194
	Per Ton	twice per week	\$ 51.50
	Rental	bi-weekly	\$ \$5/day after 7 days
		monthly	\$ N/A

CARDBOARD CONTAINERS

4 cubic yard	once per week	\$ 98.34
	twice per week	\$ 186.38
	bi-weekly	\$ 59.46
	monthly	\$ 45.74
6 cubic yard	once per week	\$ 105.20
	twice per week	\$ 198.96
	bi-weekly	\$ 68.61
	monthly	\$ 51.46
8 cubic yard	once per week	\$ 116.63
	twice per week	\$ 214.97
	bi-weekly	\$ 85.76
	monthly	\$ 62.89

SEWAGE TREATMENT PLANT

A twenty (20) yard roll-off and the weekly collection & disposal of up to twenty (20) cubic yards of sewage sludge from the City's Sewage Treatment Plant. The City will be charged per cubic yard for any amount of sludge above the twenty (20) cubic yards per week.

Cost per cubic yard above 20 cubic yards per week \$ 470/pull for additional 20y pull

COMMERCIAL & INDUSTRIAL (Additional 24 Month Mutual Option)
DUMPSTERS

2 cubic yard dumpster	once per week	\$ 76.73
	twice per week	\$ 144.65
	bi-weekly	\$ 42.77
	monthly	\$ 37.74
3 cubic yard dumpster	once per week	\$ 86.79
	twice per week	\$ 164.78
	bi-weekly	\$ 49.06
	monthly	\$ 37.74
4 cubic yard dumpster	once per week	\$ 98.11
	twice per week	\$ 184.90
	bi-weekly	\$ 55.35
	monthly	\$ 44.02
6 cubic yard dumpster	once per week	\$ 120.75
	twice per week	\$ 226.41
	bi-weekly	\$ 67.92
	monthly	\$ 56.60

8 cubic yard dumpster	once per week		\$ 150.94
	twice per week		\$ 274.21
	bi-weekly		\$ 88.05
	monthly		\$ 69.18

ROLL-OFFS: Bids shall include Haul Rate, Disposal Rate, and Rental Rate

20 cubic yard roll off	Per Haul	once per week	\$ 215
	Per ton	twice per week	\$ 56.50
	Rental	bi-weekly	\$ 5.50/day after 7day
		monthly	\$ N/A

30 cubic yard roll off	Per Haul	once per week	\$ 215
	Per Ton	twice per week	\$ 56.50
	Rental	bi-weekly	\$ 5.50/day after 7day
		monthly	\$ N/A

40 cubic yard roll off	Per Haul	once per week	\$ 215
	Per Ton	twice per week	\$ 56.50
	Rental	bi-weekly	\$ 5.50/day after 7day
		monthly	\$ N/A

CARDBOARD CONTAINERS

4 cubic yard	once per week		\$ 108.17
	twice per week		\$ 205.03
	bi-weekly		\$ 65.41
	monthly		\$ 50.31

6 cubic yard	once per week		\$ 115.72
	twice per week		\$ 218.86
	bi-weekly		\$ 75.47
	monthly		\$ 56.60

8 cubic yard	once per week		\$ 128.30
	twice per week		\$ 236.47
	bi-weekly		\$ 94.34
	monthly		\$ 69.18

SEWAGE TREATMENT PLANT

A twenty (20) yard roll-off and the weekly collection & disposal of up to twenty (20) cubic yards of sewage sludge from the City's Sewage Treatment Plant. The City will be charged per cubic yard for any amount of sludge above the twenty (20) cubic yards per week

Cost per cubic yard above 20 cubic yards per week \$ 520/pull for additional 20y pull

Fuel Surcharges and Tipping Fees:

No changes during the term of the contract based upon Fuel Surcharge or Tipping Fees.

NOTES:

- ❖ The following is an estimate of the size, number, and pick-up frequency of the commercial dumpsters in Newton Falls:
- ❖ Containers used for sludge and street sweepings must have liners.
- ❖ New or additional fees, taxes, or requirements are the responsibility of the bidder.

<u>Service Frequency:</u>	<u>Est. Quantity:</u>	<u>Container Capacity (cu. yds.)</u>
Once per week :	12	2
	7	3
	22	4
	13	6
	8	8
Twice per week:	0	2
	0	3
	9	4
	13	6
	18	8
Bi-weekly:	14	2
	1	3
	22	4
	3	6
	0	8

GENERAL SPECIFICATIONS

1.0 DEFINITIONS

1.01	Bags	1.02	Bundle
1.03	City	1.04	Construction Debris
1.05	Container	1.06	Contractor Documents
1.07	Contractor	1.08	Dead Animals
1.09	Disposal Site	1.10	Garbage
1.11	Hazardous Waste	1.12	Producer
1.13	Recyclables	1.14	Recycling Bins
1.15	Refuse	1.16	Residential Refuse
1.17	Residential Unit	1.18	Rubbish

2.0 SCOPE OF WORK

3.0 TYPE OF COLLECTION

3.01	Service Provided
3.02	Recycling Program
3.03	Location of Containers, Bags, Bundles for Collection

4.0 OPERATION

4.01	Hours of Operation	4.02	Holidays
4.03	Complaints	4.04	Collection Equipment
4.05	Office	4.06	Hauling
4.07	Point of Contact	4.08	Disposal
4.09	Notification		

5.0 COMPLIANCE WITH LAWS

6.0 EFFECTIVE DATE

7.0 NONDISCRIMINATION

8.0 LICENSES & TAXES

9.0 TERM

10.0 INDEMNITY

11.0 INSURANCE

12.0 BOND

13.0 BASIS AND METHOD OF PAYMENT

13.01	Rates
13.02	City, as Collector
13.03	Delinquent & Closed Accounts
13.04	Contractor Billing to City

14.0 TRANSFERABILITY OF CONTRACTS

15.0 EXCLUSIVE CONTRACT

16.0 ANNEXATION

1.0 DEFINITIONS

- 1.01 BAGS - Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted at the top. The total weight of a bag & its contents shall not exceed 35 lbs.
- 1.02 BUNDLE – Tree, shrub & brush trimmings or newspapers or magazines securely tied together forming an easily handled package and not exceeding three (3) feet in length and 35 lbs. in weight.
- 1.03 CITY – the City of Newton Falls, Ohio.
- 1.04 CONSTRUCTION DEBRIS – Waste building materials resulting from construction, remodeling, repair or demolition operations.
- 1.05 CONTAINER – A plastic, metal or fiberglass receptacle with a capacity of at least 20 but not more than 35 gallons, with handles of adequate strength for lifting and a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter equal to or greater than that of its base. The weight of the container and its contents shall not exceed 60 lbs.
- 1.06 CONTRACT DOCUMENTS or BID PACKAGE – The Request for Proposals, Instructions to Bidders, Contractor's Proposal, General Specifications, Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.07 CONTRACTOR – The person, corporation, or partnership performing refuse collection and disposal under contract with the City.
- 1.08 DEAD ANIMALS – Animals or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause except those slaughtered or killed for human use.
- 1.09 DISPOSAL SITE – A refuse depository licensed, permitted or approved by the State of Ohio or other appropriate governmental body or agency, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing or separation centers for the receipt & processing or final disposal of refuse and dead animals.
- 1.10 GARBAGE – Any and all dead animals of less than 10 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging, canning, storage, transportation, decay or decomposition of meats, fish, birds, fruits, or other animals or vegetable matter, food containers, easily decomposed animal or vegetable waste matter that is likely to attract flies or rodents; except in all cases any matter included in the definition of construction debris, dead animals, hazardous waste, or rubbish.
- 1.11 HAZARDOUS WASTE – Any chemical, compound, mixture, substance or article designated by the U.S. or Ohio EPA or other appropriate agency to be "hazardous" as defined by or pursuant to Federal or State law.
- 1.12 PRODUCER – An occupant of a residential unit who generates refuse.

- 1.13 RECYCABLES - Are defined as newspaper, corrugated materials, pressboard packaging, magazines, aseptic containers, tabletop cartons (milk, juice, half & half, etc.) beverage glass (clear, green, brown), aluminum and bi-metal beverage cans, aluminum foil, pie pans, steel food cans, and #1 through #7 plastics. Items, which are not recyclable, can be refused and left for the customer to reclaim or dispose of in the refuse container.
- 1.14 RECYCLING BIN - Means a storage unit in which recyclable material is to be placed by the occupants of residential premises. Such bins shall be made of durable plastic or composite as approved by the City.
- 1.15 RESIDENTIAL REFUSE - All garbage and rubbish generated by a producer at a residential unit.
- 1.16 REFUSE - This term shall refer to residential refuse, construction debris, & bulky waste generated at a residence, unless otherwise herein defined.
- 1.17 RESIDENTIAL UNIT - A dwelling unit within the City of Newton Falls that is occupied by a person or groups of persons comprising not more than two (2) families. A residential unit shall be deemed occupied when water and/or domestic electricity is being supplied thereto. Each dwelling unit within a structure, regardless of how it is owned, that is designed to be used as a multi-family structure with fewer than five (5) dwelling units, shall be treated as an individual single-family unit & billed separately.
- 1.18 RUBBISH - Wood or wood products, tree or grass cuttings, dead plants, trees, or branches, weeds, leaves, chips, sawdust, printed matter, paper, pasteboard, rags, straw, discarded mattresses, clothing, shoes or boots, combustible waste pulp and other packaging products for crockery, glass, ashes, cinders, floor sweepings, glass, stoves, refrigerators, mineral or metallic substances, water tanks, washing machines, furniture, and household appliances, and/or other waste materials not included in the definition of construction debris, dead animals, garbage, or hazardous waste.

2.0 SCOPE OF WORK

The work under this contract shall consist of the items contained in the proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents.

3.0 TYPE OF COLLECTION

3.01 Service Provided:

- (a) The contractor shall provide for the weekly curbside collection of refuse for each residence. Sealed containers, bags, or bundles shall be placed at curbside by 6 a.m. on the collection day.
- (b) The contractor shall provide for the collection from residential units of special collection items for the additional cost set for in its bid and may, at its sole discretion, provide for the special collection of dead animals or

hazardous wastes at residences & on such terms as the contractor may specify. All other materials must be picked up as a part of this contract.

3.02 Recycling Program:

- (a) Recyclables shall be collected at the curbside collection point for each household and during the time period specified in Section 4 – Hours of Operation. Recyclables shall be picked up on the regular collection day for the affected household.
- (b) The Contractor is solely responsible for returning all separated recyclable materials to market where they can be turned into similar or new products. The Contractor shall be responsible for the collection, separation, transportation, and disposal of the recyclables, by delivering them to a place that will accept them for recycling.
- (c) The Contractor shall report to the City the amount of placement of various types of recyclable materials into the secondary materials market. Only if there is no possible recycling placement of such separated items will the Contractor be allowed to simply landfill the recyclables, and consideration shall be given by the City to the deletion of such items from the list of recyclables. Recyclable materials that are not commingled with other items shall not be disposed of in any landfill without approval from the City.
- (d) Upon the request of the subscriber, and at no additional charge to the subscriber, the Contractor shall purchase and provide up to two (2) eighteen (18) gallon recycling containers for each residence. The specific design and color of such recycling containers shall be agreed upon between the City and the Contractor following award of the contract.
- (e) The Contractor shall retain any and all profits from the sale of recyclable items.
- (f) All conditions, restrictions, and limitations otherwise set forth in these Specifications shall apply to this Recycling Program.

3.03 Location of Containers, Bags, and Bundles for Collection:

Each sealed container, bag, or bundle shall be placed at curbside in the right-of-way adjacent to the paved street/alley, and as close to the roadway as practical, without interfering with or endangering vehicular or pedestrian traffic. When construction is underway in the right-of-way, containers, bags, or bundles should be placed as close as possible to the closest access point for the collection vehicle. The contractor may decline to collect any container, bag, or bundle that is not so placed or any loose residential refuse. In the event a residential customer, due to poor health, is unable to have his refuse placed at curbside, he may request backyard pick up. Should a dispute arise between such customer & the contractor, it shall be determined by the City Manager.

4.0 OPERATION

4.01 Hours of Operation:

The collection of refuse shall not start prior to 6 a.m. or continue after sundown on the same day.

4.02 Holidays:

At least the following days shall be recognized as "holidays" under this contract: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, & Christmas. The contractor may elect to observe any/all of these holidays and any other federal holidays of its choosing to suspend collections on that date, but any such suspension does not relieve it of its obligation to provide collection services at least once each week. If suspended for a holiday, service must resume no later than the next business day (Monday-Saturday) after the holiday.

4.03 Complaints:

All complaints are to be made directly to the contractor and given prompt & courteous attention. The bid shall include the name, title, & phone number of the contractor's representative responsible for responding to complaints, whether or not directed through the City, for the entire term of the contract. The contractor shall investigate all allegations of missed collections and, if verified, shall arrange for the collection of the refuse not collected within 24 hours after the complaint is received.

4.04 Collection Equipment:

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles & equipment shall be kept clean, in good repair, and sanitary at all times. The name & telephone number of the contractor shall be clearly displayed on each side of the vehicle.

4.05 Office:

The Contractor shall maintain an office or other system where it can be contacted that is equipped with sufficient toll free telephone lines and shall have a reasonable person in charge who is capable of responding to citizen complaints from 8:00 a.m. until 4:00 p.m. on collection days.

4.06 Hauling:

All refuse hauled by the contractor shall be so contained, tied, or enclosed that leaking, spilling, or blowing is prevented. Any street spillage is to be immediately collected and disposed of by the contractor.

4.07 Point of Contact:

All dealings, contact, etc. between the Contractor and the City shall be directed by the Contractor to the City Manager and by the City to (the name & phone number provided by the Contractor):

4.08 Disposal:

All refuse collected by the contractor shall be hauled to a fully licensed disposal site. All current & anticipated landfill charges shall be included in the rates proposed by the contractor.

5.0 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

6.0 EFFECTIVE DATE

This contract shall be effective upon execution of the contract and performance of such contract shall begin August 1, 2023.

7.0 NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

8.0 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits required, and promptly pay all taxes required by the City.

9.0 TERM

The term of this contract shall be thirty-six (36) months, with a mutual option to renew the contract for an additional twenty-four (24) months.

10.0 INDEMNITY

The Contractor shall indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against damages, costs, expenses, and attorney's fees incident to any work done in the performance of this contract, including disposal sites and methods, arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

11.0 INSURANCE

The contractor shall at all times during the contract maintain in full force and effect employer's liability, worker's compensation, public liability, and property damage insurance, including an indemnity clause as per Section 10.0. All insurance shall be by insurers acceptable to the City, and before commencement of work hereunder the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to effect that such insurance

has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract, the contractor shall carry the following types of insurance for at least the limits below:

- | | | |
|----|--------------------------------------|--|
| 1. | Worker's Compensation | Statutory or proof of self-insurance as provided by the State of Ohio. |
| 2. | Employer's Liability | \$500,000 |
| 3. | Bodily Injury Liability | \$500,000 each occurrence |
| | Except Automobile | \$1,000,000 aggregate |
| 4. | Property Damage Liability | \$500,000 each occurrence |
| | Except Automobile | \$500,000 aggregate |
| 5. | Automobile Bodily Injury Liability | \$500,000 each person |
| | | \$1,000,000 each occurrence |
| 6. | Automobile Property Damage Liability | \$500,000 each occurrence |
| 7. | Excess Umbrella Liability | \$500,000 each occurrence |

The City shall be named as co-insured on items numbered 2 – 7 above. As an alternate to the above, the contractor or parent corporation may insure the Worker's Compensation, public liability, and property coverage under a self-insurance plan up to a total of \$250,000, with a "stop-loss policy" for the balance of the total claim(s) over that amount. The contractor must demonstrate to the City its financial ability to satisfy any potential judgement or claim.

12.0 BOND

12.01 Performance Bond:

- (a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this contract. Said surety bond must be in the amount of one million dollars (\$1,000,000) and may provide for a pro rata reduction therein annually over the term of the contract.
- (b) Premium for the bond(s) described above shall be paid by the contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Ohio.

12.02 Power of Attorney:

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified & dated copy of their "power of attorney".

13.0 BASIS & METHOD OF PAYMENT

13.01 Rates:

- (a) Throughout the term of the contract, the rates charged all regular residential customers and all regular commercial/industrial customers shall not exceed those outlined in the bid.
- (b) For special collection provided by the contractor pursuant to Section 3.01 (b), the charges are to be as set forth in the Contractor's bid. If the specific items is not set forth in the special collection item bid schedule, the pickup charge shall be negotiated between Contractor and producer prior to collection. If an agreement cannot be reached, the matter may be submitted to the City Manager for a determination as to a reasonable fee.
- (c) The refuse collection provided by Section 13.01 (a) & (b) shall include all disposal and related costs.
- (d) Contractor may elect to acquire bags from a supplier of its choice and attempt to market such bags to residential units; however, this option in no way interferes with the right of each owner or occupant of a residential unit to obtain bags from another source.

13.02 City, as Collector:

The City shall submit statements to & collect from all residential units for services provided by the Contractor pursuant to Section 3.01(a), including such accounts that are delinquent. The contractor will accept all losses on those delinquent bills that are not recovered after the City has exhausted all reasonable options for collection. The Contractor shall submit statements to and collect from all residential units for special collection services provided pursuant to Section 3.01 (b). The contractor shall in any event be solely responsible for the billing & collection for all commercial/industrial customers.

13.03 Delinquent and Closed Accounts:

The contractor shall discontinue refuse collection service at any residential unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

13.04 Contractor Billings to City:

The contractor shall bill the City for services rendered within ten (10) days following the end of the month, and the City shall pay the Contractor on or before the 30th day following the end of such month in which the services were rendered. Such billing and payment shall be based on the price rates and schedules set forth in the Contract Documents.

14.0 TRANSFERABILITY OF CONTRACT

No assignment of the contract or any rights under this contract shall be made in whole or in part by Contractor without express written consent of the City, which consent shall not be unreasonably withheld.

15.0 EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide refuse collection, removal, and disposal services within the corporate limits of the City for residential service, commercial/industrial service, or both. The Contractor shall at all times have the right of first refusal to the collection of hazardous waste from residential units.

16.0 ANNEXATION

If land is annexed to the City of Newton Falls, the Contractor shall be obliged to provide collection to residential units and commercial entities therein.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____,
2023 by and between the City of Newton Falls, a Municipal Corporation of Trumbull
County, Ohio (hereinafter called the "City") and, Kimble Recycling & Disposal, Inc.

(Hereinafter called "Contractor").

WITNESSETH:

WHEREAS, the Contractor did on the _____ day of _____,
2023 submit a Proposal to provide refuse collection and disposal within the City and
perform such work as may be incidental thereto.

NOW THEREFORE, in consideration of the following mutual agreements and
covenants, it is understood and agreed by and between the parties as follows:

1. The Contractor is hereby granted the sole and exclusive franchise, license, and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide refuse collection, removal, and disposal services as specified and to perform all of the work called for and described in the Contract Document.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as if fully set forth verbatim in the Contract.
 - a. Request for Proposals
 - b. Instruction to Bidders
 - c. Contractor's Proposal
 - d. General Specifications
 - e. Legislation of the City ordering or authorizing the work and services contemplated herein
 - f. Performance Bond
 - g. This Instrument
 - h. Non-Collusion Affidavit
 - i. Personal Property Tax Delinquency Affidavit
 - j. Insurance requirements – hold harmless
 - k. Any addenda or changes to the foregoing documents agreed to be the parties hereto.

3. All provisions of the contract documents shall be strictly complied with and conformed to be the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. This Contract is entered into subject to the following conditions:
 - a. The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
 - b. The Contractor shall not be liable for the failure to wholly perform its duties if such failure is caused by a catastrophe, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
 - c. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agents hereto affix signatures and seals at Newton Falls, Ohio, as of this

_____ day of _____, 2023.

City of Newton Falls, Ohio
Municipal Corporation of
Trumbull County, Ohio

City Manager

ATTEST: _____

Contractor: Kimble Recycling & Disposal, Inc.
Signed by:
Title:
Address: 3596 State Route 39 NW, Dover, OH 44622

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, _____

_____ (hereafter called "Principal") and _____

_____, a Corporation organized and existing under the laws of the State of Ohio and authorized to transact business in the State of Ohio (hereafter called "Surety"), as Surety, are held firmly bound unto _____ (hereinafter called "Obligee"), as Obligee, in the penal sum of _____ dollars (\$ _____), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 2023 for Solid Waste Collection and Disposal, which Contract is hereby referred to and made a part hereof as if fully and to the same extent as if copies at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully performing the Contract on this part, free and clear of all liens arising out of claims for labor and materials entering into the performance of the contract and indemnify and save harmless the Obligee from all loss, cost or damage that he may suffer by reason of the failure so to do, than this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceeding shall be or maintained against Surety on this bond unless the same be brought or instituted within one (1) year after the date of completion or default by Principal. Written notice to Principal and Surety must be given within thirty (30) days after the occurrence of an alleged default or failure to perform.

Signed and sealed this _____ day of _____, 2023.

(seal)

Principal

By: _____

(seal)

Surety

By : _____

NON-COLLUSION AFFIDAVIT

State of Ohio _____)
) SS:
County of Trumbull _____)

_____ Kimble Recycling & Disposal, Inc. being first duly sworn, deposes and says
that he/she is Vice President of Finance of Kimble Recycling & Disposal, Inc.
(President, Secretary, etc.)

_____ the part who made the foregoing proposal or bid; that such bid was genuine and not collusive; that said bidder did not collude, conspire, connive, or agree, directly or indirectly, with any bidder or person, that such other person should refrain from bidding, or submit a sham bid and did not in any manner, directly or indirectly seek by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Newton Falls, any person interested in the proposed Contract; and that all statements contained in said proposal of bid are true and further, that such bidder did not directly or indirectly submit this bid, or the contents thereof, or divulge information, or data relative thereto any association or to any member agent thereof.

KA
AFFIANT

Subscribed and sworn to before me this 28th day of March, 2023.

Elizabeth A. Dreher
Notary Public

Notary Seal

ELIZABETH A. DREHER
NOTARY PUBLIC • STATE OF OHIO
My commission expires Oct. 19, 2026

INSURANCE REQUIREMENTS

Kimble Recycling & Disposal, Inc. Contractor shall indemnify and save harmless the City of Newton Falls and its agents and employees from all suits or actions for personal injuries including death or property damages caused by negligent acts, errors or admissions of Kimble Recycling & Disposal, Inc. or its agents or employees arising out of the work of this contract.

Additionally, all contractors must be required to add the following language to their own insurance policies:

Additional insured, ATIMA (As Their Interest May Appear): City of Newton Falls.

Kimble Recycling & Disposal, Inc.

Contractor



Title: VP of Finance

**BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY**

City of Newton Falls
612 E. Broad Street
Newton Falls, Ohio 44444

Dear Sir:

The undersigned hereby certifies that the party to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for the City of Newton Falls, Trumbull County, Ohio at the time of the bid opening for the above referenced project.

The undersigned hereby certifies that the party to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for the City of Newton Falls, Trumbull County, Ohio at the time of bid opening for N/A. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is N/A.

It is understood that, by law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath.

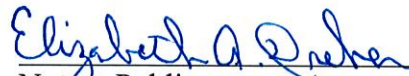
Kimble Recycling & Disposal, Inc.

Name of Company



Authorized Signatory

Subscribed and sworn to before me this 28th day of March, 2023.



Notary Public

Notary Seal

ELIZABETH A. DREHER
NOTARY PUBLIC • STATE OF OHIO
My commission expires Oct. 19, 2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Miller & Miller Insurance Agency 599 Monroe St Dover OH 44622		CONTACT NAME: Cara Kohler PHONE (A/C, No, Ext): (330) 364-6641 FAX (A/C, No): (330) 364-1580 E-MAIL ADDRESS: ckohler@millerandmillerins.com	
INSURED Kimble Recycling & Disposal, Inc., DBA: J&J Refuse PO Box 448 Dover OH 44622		INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co INSURER B: Gemini Insurance Company INSURER C: Travelers Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 21415 10833 25674	

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Defense outside limit		Y	5D6-84-80---23	05/17/2022	05/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS90		Y	5E6-84-80---23	05/17/2022	05/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ CA9948 Pollution Liab \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CA 9948						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		Y	GVE100180606	05/17/2022	05/17/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5D6-84-80---23 (Employers Liab)	05/17/2022	05/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXCESS LIABILITY OVER GEMINI			EX 2T557486-22-NF	05/17/2022	05/17/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of Subrogation/hold harmless in favor of City of Newton Falls in the event of a claim against the contractor when required by written contract.
WASTE HAULER

Written notice of cancellation will be provided to the additional insured 30 days prior to the date of cancellation. Written notice of cancellation for non-payment of premium will be provided to the additional insured 10 days prior to the date of cancellation and 30 days prior for any other type of cancellation per Ohio State Law and policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Newton Falls 612 W Street Newton Falls OH 44444	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cara L. Kohler
---	---

2023



2023

Solid Waste Facility License Municipal Solid Waste Landfill

License Expires December 31, 2023

Facility: Kimble Sanitary Landfill
CID: 42709
3596 State Rte 39 NW
Dover, OH 44622

Licensee: Kimble Company
3596 State Route 39 NW
Dover, OH 44622

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Tuscarawas County General Health District

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

☐ If Checked, Additional Conditions Apply to This License (See Back, or Attachment)


Health Commissioner

DEC 20 2022
Date Issued

2023



2023

Solid Waste Facility License Solid Waste Transfer Facility

License Expires December 31, 2023

Facility: Kimble Transfer & Recycling Facility - Canton
CID: 38787
2295 Bolivar Rd SW
Canton, OH 44706

Licensee: Kimble Company
3596 State Route 39 NW
Dover, OH 44622

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Canton City Public Health

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

☐ If Checked, Additional Conditions Apply to This License (See Back, or Attachment)

June A. Adams, MPH, AGHHS
Health Commissioner

December 13, 2022
Date Issued

2023



2023

Solid Waste Facility License Solid Waste Transfer Facility

License Expires December 31, 2023

Facility: Kimble Transfer & Recycling - Twinsburg
CID: 249945
8500 Chamberlin Road
Twinsburg, OH 44087

Licensee: Kimble Company
3596 State Route 39 NW
Dover, OH 44622

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Summit County Health District

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

☐ If Checked, Additional Conditions Apply to This License (See Back, or Attachment)

A handwritten signature in blue ink, appearing to read "Dawn R. Slick".

Health Commissioner

A handwritten date "11/30/22" in blue ink.

Date Issued

LISTING OF PRINCIPALS

Names and addresses of all stockholders, partners, or shareholders, or any other person having interest in Kimble Recycling & Disposal, Inc.:

Kimble Company, an Ohio Corporation, is the sole Shareholder of Kimble Recycling & Disposal, Inc. Set forth below are the Directors and Officers of Kimble Recycling & Disposal, Inc.

Keith Kimble
Director & President
3509 State Route 39
Dover, OH 44622

Eric Kimble
Director & Secretary/Treasurer
3596 State Route 39
Dover, OH 44622

Gregory Kimble
Director & Vice President
4653 Old Route 39
Dover, OH 44622

Keith Walker
Vice-President of Finance
3596 State Route 39
Dover, OH 44622

Keith, Greg and Eric Kimble founded Kimble Recycling & Disposal, Inc. in 1995 with the purchase of several local hauling companies. Each has worked for the family business since their childhood.

Keith, Greg and Eric Kimble, individually and as Trustees of their respective Trusts, are the majority and controlling Shareholders of Kimble Company.



Kimble Company
3596 State Route 39 NW
Dover, OH 44622
Phone: (330) 343-1226
Fax: (330) 343-7560
www.kimblecompanies.com

March 25, 2021

Kimble Recycling & Disposal Inc.
P.O. Box 448
Dover, Ohio 44622

RE: Commitment to Accept Solid Waste and Recyclables

Dear Kimble Recycling & Disposal, Inc.:

The purpose of this correspondence is to document the agreement between Kimble Company and Kimble Recycling & Disposal, Inc., whereby Kimble Company agrees to accept non-hazardous solid waste hauled by Kimble Recycling & Disposal, Inc. at the Kimble Sanitary Landfill in Dover, Ohio, and at the Kimble Transfer Stations located in Cambridge, Carrollton, Canton, St. Clairsville and Twinsburg, Ohio. I certify sufficient capacity is available both at Kimble Sanitary Landfill and Kimble Transfer Stations to fully accommodate the waste disposal needs of Kimble Recycling & Disposal, Inc. for a minimum of twenty years beginning April 1, 2021.

Specifically, the Kimble Sanitary Landfill is currently operating at an average daily volume of 3790 tons per day and is permitted to take up to 10,000 tons per day. The landfill presently has 33,253,240 cubic yards of permitted airspace remaining for waste which is sufficient to meet the solid waste disposal requirements for the customers of Kimble Recycling & Disposal, Inc.

Additionally, Kimble Transfer & Recycling located in Twinsburg, Ohio has sufficient single stream sorting capabilities to process all recyclables collected by Kimble Recycling & Disposal, Inc.

The term of this agreement shall be for twenty (20) years from the date hereof and is irrevocable.

If you should have any questions regarding the agreement, please feel free to contact the writer at (330) 343-1226.

Sincerely,

A handwritten signature in blue ink, appearing to read "Keith B. Kimble", is written over a light blue horizontal line.

Keith B. Kimble, President

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show KIMBLE RECYCLING & DISPOSAL, INC., an Ohio corporation, Charter No. 702846, having its principal location in Dover, County of Tuscarawas, was incorporated on June 9, 1987 and is currently in GOOD STANDING upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 29th day of July, A.D. 2022.*

A handwritten signature in blue ink, appearing to read "Frank LaRose".

Ohio Secretary of State

Validation Number: 202221001782

Name of Company - Declines

Rumpke	Decline to Provide a Quote
Republic Services	Decline to Provide a Quote

Name of Company - Quoted

		<u>Monthly Charges - Residential</u>	
<u>Ohio Valley Waste Services, Inc. (Incumbent)</u>	3 years	\$20.00	96 Gallon mobile cart
		<u>\$2.45</u>	Mobile recycling cart
		\$22.45	
		\$33.50	Bags in lieu of cart service - 10 bags
		\$2.45	Additional Recycling cart
<u>Kimble Recycling and Disposal</u>	3 years	\$21.93	96 Gallon mobile cart
		<u>Included</u>	Mobile recycling cart
		\$21.93	
		\$33.50	Bags in lieu of cart service - 10 bags
		\$2.50	Additional Recycling cart
<u>Waste Management</u>	Year 1	\$18.66	96 Gallon mobile cart
		<u>\$4.00</u>	Mobile recycling cart
		\$22.66	
	Year 2	\$19.59	96 Gallon mobile cart
		<u>\$4.00</u>	Mobile recycling cart

	\$23.59	
Year 3	\$20.57	96 Gallon mobile cart
	<u>\$4.00</u>	Mobile recycling cart
	\$24.57	
		No Bag Services

Name of Company - Declines

Rumpke

Decline to Provide a Quote

Republic Services

Decline to Provide a Quote

Name of Company - Quoted

Monthly Charges - Commercial

Ohio Valley Waste Services, Inc. (Incumbent)

3 years

\$87.00	2 cubic yard dumpster - once per week
\$156.00	2 cubic yard dumpster - twice per week
\$65.00	2 cubic yard dumpster - bi-weekly
\$45.00	2 cubic yard dumpster - monthly
\$90.00	3 cubic yard dumpster - once per week
\$177.00	3 cubic yard dumpster - twice per week
\$87.00	3 cubic yard dumpster - bi-weekly
\$60.00	3 cubic yard dumpster - monthly
\$110.00	4 cubic yard dumpster - once per week
\$198.00	4 cubic yard dumpster - twice per week
\$80.00	4 cubic yard dumpster - bi-weekly
\$60.00	4 cubic yard dumpster - monthly
\$131.00	6 cubic yard dumpster - once per week
\$236.00	6 cubic yard dumpster - twice per week
\$110.00	6 cubic yard dumpster - bi-weekly
\$75.00	6 cubic yard dumpster - monthly
\$154.00	8 cubic yard dumpster - once per week
\$276.00	8 cubic yard dumpster - twice per week
\$131.00	8 cubic yard dumpster - bi-weekly
\$85.00	8 cubic yard dumpster - monthly

Kimble Recycling and Disposal

3 years

\$69.75	2 cubic yard dumpster - once per week
\$131.50	2 cubic yard dumpster - twice per week
\$38.86	2 cubic yard dumpster - bi-weekly
\$34.30	2 cubic yard dumpster - monthly
\$78.90	3 cubic yard dumpster - once per week
\$149.79	3 cubic yard dumpster - twice per week
\$44.59	3 cubic yard dumpster - bi-weekly
\$34.30	3 cubic yard dumpster - monthly
\$89.19	4 cubic yard dumpster - once per week
\$168.09	4 cubic yard dumpster - twice per week
\$50.31	4 cubic yard dumpster - bi-weekly
\$40.02	4 cubic yard dumpster - monthly
\$109.77	6 cubic yard dumpster - once per week
\$205.82	6 cubic yard dumpster - twice per week
\$61.75	6 cubic yard dumpster - bi-weekly
\$51.46	6 cubic yard dumpster - monthly
\$137.21	8 cubic yard dumpster - once per week
\$249.27	8 cubic yard dumpster - twice per week
\$80.04	8 cubic yard dumpster - bi-weekly
\$62.89	8 cubic yard dumpster - monthly

Waste Management

Year 1

\$100.00 additional delivery fee per dumpster

\$76.18	2 cubic yard dumpster - once per week
\$142.85	2 cubic yard dumpster - twice per week
\$42.79	2 cubic yard dumpster - bi-weekly
\$40.00	2 cubic yard dumpster - monthly
\$94.82	4 cubic yard dumpster - once per week
\$176.83	4 cubic yard dumpster - twice per week
\$53.76	4 cubic yard dumpster - bi-weekly
\$45.00	4 cubic yard dumpster - monthly

	\$113.89	6 cubic yard dumpster - once per week
	\$211.23	6 cubic yard dumpster - twice per week
	\$65.15	6 cubic yard dumpster - bi-weekly
	\$50.00	6 cubic yard dumpster - monthly
	\$132.29	8 cubic yard dumpster - once per week
	\$244.96	8 cubic yard dumpster - twice per week
	\$75.86	8 cubic yard dumpster - bi-weekly
	\$60.00	8 cubic yard dumpster - monthly
Year 2	\$79.99	2 cubic yard dumpster - once per week
	\$149.99	2 cubic yard dumpster - twice per week
	\$44.93	2 cubic yard dumpster - bi-weekly
	\$42.00	2 cubic yard dumpster - monthly
	\$99.56	4 cubic yard dumpster - once per week
	\$185.67	4 cubic yard dumpster - twice per week
	\$56.45	4 cubic yard dumpster - bi-weekly
	\$47.25	4 cubic yard dumpster - monthly
	\$119.58	6 cubic yard dumpster - once per week
	\$221.79	6 cubic yard dumpster - twice per week
	\$68.41	6 cubic yard dumpster - bi-weekly
	\$52.50	6 cubic yard dumpster - monthly
	\$138.90	8 cubic yard dumpster - once per week
	\$257.21	8 cubic yard dumpster - twice per week
	\$79.65	8 cubic yard dumpster - bi-weekly
	\$63.00	8 cubic yard dumpster - monthly
Year 3	\$83.99	2 cubic yard dumpster - once per week
	\$157.49	2 cubic yard dumpster - twice per week
	\$47.17	2 cubic yard dumpster - bi-weekly
	\$44.10	2 cubic yard dumpster - monthly
	\$104.54	4 cubic yard dumpster - once per week

\$194.96	4 cubic yard dumpster - twice per week
\$59.27	4 cubic yard dumpster - bi-weekly
\$49.61	4 cubic yard dumpster - monthly
\$125.56	6 cubic yard dumpster - once per week
\$232.88	6 cubic yard dumpster - twice per week
\$71.83	6 cubic yard dumpster - bi-weekly
\$55.13	6 cubic yard dumpster - monthly
\$145.85	8 cubic yard dumpster - once per week
\$270.07	8 cubic yard dumpster - twice per week
\$83.64	8 cubic yard dumpster - bi-weekly
\$66.15	8 cubic yard dumpster - monthly

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-17
SPONSOR: Councilperson Spletzer

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND
AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE
OF RESOURCES WITH THE COUNTY AUDITOR**

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments to the Year 2023 Appropriations and transfers of items already appropriated for the Year 2023 are desired and required; and

WHEREAS, this Ordinance incorporates funding sources and expenditures that originated after the most recent Certificate of Resources was issued; and

WHEREAS, the appropriation amendments authorizes an update of the Certificate of Resources to be filed with the Trumbull County Auditor.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Exhibit attached hereto hereby amends the current appropriations for fiscal year 2023. Any funds not listed in this exhibit shall remain intact as previously listed and appropriated.

SECTION 2. That the Village Finance Director is hereby authorized to draw warrants on the Village Treasury for payment of the foregoing appropriations upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Ordinance shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2023.

ORDINANCE NO. 2023-17
PAGE TWO

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

CITY OF NEWTON FALLS		2023 Current Appropriations	2023 Proposed Appropriations	Difference
100	General Fund			
POLICE				
Personal Services	Legal Level	68,032.12	284,484.12	216,452.00
Other Operations	Legal Level	431,400.00	437,900.00	6,500.00
	Total:	499,432.12	722,384.12	222,952.00
Police Support				
Personal Services	Legal Level	-	1,050.00	1,050.00
	Total:	-	1,050.00	1,050.00
ZONING				
Personal Services	Legal Level	45,520.80	46,020.80	500.00
Other Operations	Legal Level	34,500.00	34,000.00	(500.00)
	Total:	80,020.80	80,020.80	-
CITY ADMINISTRATION				
Personal Services	Legal Level	85,044.20	62,385.46	(22,658.74)
Other Operations	Legal Level	55,472.59	58,609.95	3,137.36
	Total:	140,516.79	120,995.42	(19,521.37)
Council				
Personal Services	Legal Level	9,528.63	9,616.83	88.20
Other Operations	Legal Level	15,329.28	10,204.86	(5,124.42)
	Total:	24,857.91	19,821.69	(5,036.22)
FINANCE				
Personal Services	Legal Level	98,799.96	98,799.96	-
Other Operations	Legal Level	34,137.30	34,463.58	326.28
	Total:	132,937.26	133,263.54	326.28
BOARDS & COMMISSIONS				
Personal Services	Legal Level	200.00	500.00	300.00
	Total:	500.00	800.00	300.00
LAW				
Personal Services	Legal Level	63,714.70	63,816.76	102.06
Other Operations	Legal Level	5,017.71	4,915.65	(102.06)
	Total:	68,732.41	68,732.41	-
BUILDING & LANDS MAINTENANCE				
Personal Services	Legal Level	32,792.00	32,158.00	(634.00)
	Total:	99,192.02	98,558.02	(634.00)
TRANSFERS OUT				
Other Operations	Legal Level	161,400.00	35,500.00	(125,900.00)
	Total:	161,400.00	35,500.00	(125,900.00)
100	Total:	2,017,578.76	2,091,115.44	73,536.68
221	INCOME TAX			
Personal Services	Legal Level	-	1,141.00	1,141.00
Other Operations	Legal Level	940,110.00	940,110.00	-
221	Total:	940,110.00	941,251.00	1,141.00

CITY OF NEWTON FALLS		2023 Current Appropriations	2023 Proposed Appropriations	Difference
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501	WATER DISTRIBUTION			
Personal Services	Legal Level	462,800.00	465,100.00	2,300.00
Other Operations	Legal Level	440,000.00	437,700.00	(2,300.00)
501	Total (Water Distribution):	902,800.00	902,800.00	-
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502	SEWER OPERATING			
Personal Services	Legal Level	487,310.00	490,510.00	3,200.00
Other Operations	Legal Level	878,380.41	902,780.41	24,400.00
502	Total:	1,365,690.41	1,393,290.41	27,600.00
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503	ELECTRIC OPERATING			
Personal Services	Legal Level	513,900.00	516,400.00	2,500.00
Other Operations	Legal Level	5,549,900.00	5,547,400.00	(2,500.00)
503	Total:	6,063,800.00	6,063,800.00	-
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Grand Total:		16,616,788.65	16,719,066.33	102,277.68