



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
Wednesday, May 17, 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**
- 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 May 3, 2023

VIII. Public Hearings

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

IX. Unfinished 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

X. New Business

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.

MOTION TO AMEND THE MOTION *Sponsor: Councilperson Spletzer*
A Motion to Amend the previous Motion to direct the City Manager to (1) Verify the legitimacy of the Newton Falls Community Improvement Corporation and to make sure that it is a viable entity in accordance with State and Federal guidelines; (2) To communicate with Heritage Accord regarding the "significant" water line break and to verify that any water damage has been mitigated and to verify that Heritage Accord continues to maintain insurance on the Community Center for potential claim against the policy; and (3) To gain access to evaluate the building and to seek specialized legal counsel if deemed necessary and within the City Manager's spending authority.

RESOLUTION 08-2023 *Sponsor: Councilperson Baryak*
A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") 2023 ENERGIZED COMMUNITY GRANT FUNDS

ORDINANCE 2023-18 *Sponsor: Councilperson Baryak*
AN ORDINANCE ESTABLISHING SECTION 141.07 OF THE ADMINISTRATIVE CODE PERTAINING TO THE POLICE CHIEF

XI. Public Comments

XII. Closing Remarks

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

XIV. Adjournment



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Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
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- I. Call to Order**
Mayor Kline called the meeting to order at 6:01 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
Staff Absent:
- IV. Special Presentations by Staff Members or Invited Consultants**

Connie Smith Talcott – Heritage Accord – Update Community Center Project

- She presented an Executive Summary of the Historic Structure Report and read a prepared statement. Engineers and consultants have been used. Grants are available to cover 1/3 of the total cost. Fundraising is expected to raise nearly \$800,000. If they fail to meet their goal, then the 3:1 matching funds grant cannot be secured. She advocated for the project and stated the next six months are critical with an eye to identify donors.
- \$18,000 per year in utilities without use of the building. Board members collect no salary at Heritage Accord. She asked the public to support their fundraising efforts so the building can be renovated and open.

Mr. Baryak wondered why more progress hasn't been made in the past 4 years. Ms. Talcott stated that the pandemic shut them down; but they worked the phones to build relationships but were delayed. They have raised \$60,000 since then. Ms. Stimpert stated that the evaluation of the property took 8 months. The building was listed as a historic building when Heritage Accord got involved. Mr. Rufener thanked Ms. Talcott for the efforts. Mr. Fetterolf spoke about the current lease, and he stated

that the City of Newton Falls does not hold the lease, but rather the City of Newton Falls Community Improvement Corp., an LLC and non-profit corporation. Ms. Talcott stated that their lease stands, and a decision can be made by the Courts. Ms. Spletzer clarified how the money was raised. Mr. Baryak clarified that the effort is not against the Heritage Accord; the Council wants to help through grants but needs to regain control. Ms. Talcott stated that communication with the community is a challenge; but Heritage Accord has made progress. She wishes to work with Council Mayor Kline thanked Ms. Talcott for her efforts. He suggested a revision of the contract to provide for the allowance of non-city uses of the community center. Ms. Talcott stated that some proposed uses are feasible and others are not. Mr. Fetterolf stated that the past four years have resulted in insufficient progress and poor communication from Heritage Accord. He spoke against the LLC being a legitimate organization and advocated that their involvement be eliminated with a new partnership established with the Village. Mr. Bryan stated that the agreement requires regular reports on no timeline. Ms. Stimpert advocated that she has received updates and she thanked Ms. Talcott and noted the outpouring of support in the community. Mr. Fetterolf clarified the motion on the agenda stating that the intent is to issue a directive to the administration to get the community center back under the control of the City of Newton Falls instead of the City of Newton Falls Community Improvement Corp. so that the City can secure grants to assist Heritage Accord and the efforts.

Mike Wilson – SCOPE

Mr. Wilson addressed the Council. He offered thanks to Newton Falls for allowing the senior center to operate. SCOPE operates several centers in the region. He stated that SCOPE has done many things and will do many things, including:

- March 2023 – 632 sign-ins – 84 senior citizens
- 212 instructional activities
- 70 medical activities
- 238 visitors to socialize
- 112 visitors to be out of the house
- 1214.75 hours of programming
- On average, 28 people per day visit for any purpose.
- Senior Kitchen has been outstanding, and SCOPE supports it.

He spoke about seniors receiving prescription assistance, free taxes, Covid vaccinations, free grocery deliveries, and 351 people on average are receiving free grocery deliveries. The staff visits seniors or makes phone calls to seniors to assist them with their problems. A grant for mental health services and suicide prevention in seniors is being pursued.

He clarified his belief that non-licensed kitchens can collect donations and are permitted to throughout the region. New classes are being added for the seniors.

Mr. Baryak stated that 55 people were in the building today and he thanked Ms. Priddy, Ms. Hanzes, and the volunteers. He added that donations are optional and not expected. SCOPE stated its support for the efforts of the city program led by Ms. Priddy. Mr. Wilson stated that the other facilities are very much the same

as the city program regarding facilities. Mr. Baryak stated that the donation was intended to allow the people to help so the program can be self-sustaining. The seniors are happy. Mr. Fetterolf wondered if the other facilities are both licensed and unlicensed and they all serve food and accept donations. Mr. Wilson stated his belief for that to be true.

Ms. Stimpert wondered if Senior Kitchen was a Newton Falls name. It is. She wondered who would be liable if something happened? The law director stated that insurance would cover the city's liability. Mr. Baryak spoke in support of the program. Mayor Kline spoke in support of the program but wished that communication could have been better upfront before the program was started. Mr. Wilson hopes to keep the senior center in the city.

Brian Gorog - OHM – Update of current projects and grant applications

Mr. Gorog provided an oral report to the Council. OHM seeks funding for a variety of projects. He attends the superintendent meetings with the City Manager. He summarized the grants that have been applied for and have been secured so far, including the Ohio Public Works Commission – Paving - \$149,999 grant – 2023/2024. They are already working on the 2024-2025 funding. Regarding the dams, he summarized efforts to create a funding strategy once proper assessment strategies are identified for the present conditions of the dams. Other grant programs that are being pursued include the Mahoning River Revitalization Plan and an EV Charging Station Plan. He attends various meetings on behalf of the Village throughout the region to secure money for various projects.

Ms. Spletzer stated that the word “grant” is often misused in the community. Mr. Gorog stated that when he states “grant”, he means “grant” in the traditional sense... money that is provided with no requirement to be repaid. He has been told to not apply for any type of loan. Mr. Baryak asked about the Appalachia Community Grants. Mr. Gorog clarified that it is for trails, parks, and other recreational uses. Mr. Barak stated how impressed he is with Mr. Gorog and commended the recommendation of Ms. Priddy to hire him. Mr. Housley asked for the total amount of resurfacing projects. Gorog applied for \$400,000 in grant money. Legislation is not required to accept the grants.

V. Public Comments (Agenda Items Only)

Julie Lemon – 609 Ridge Road

She spoke in support of the Heritage Accord and against the Council's motion on this agenda.

Steve - 2412 S. Canal Street

He spoke in support of the community center and Heritage Accord. He spoke in support of the Senior Kitchen.

Brian Axiotis – 315 Adams Street

He spoke against the motion related to the community center on the agenda and Council's handling of the situation and the wording of the motion.

Adam Zimmermann – 515 Lemae Avenue

He thanked Heritage Accord. He spoke against the motion on the agenda citing improper

application of a motion. Regarding the CIC, he stated that the village website states that the members of the CIC are village employees. He spoke about the draft agenda and the improper sponsoring Ordinance 2023-17 in the draft, as well as the budget allocation to the police department. He spoke against emails from Ms. Stimpert being included in the meeting minutes from April 19, 2023.

Patty Hanzes - 3890 East River Road

She spoke in support of Heritage Accord and the CIC. She stated her belief that Ms. Stimpert and Mr. Kline cannot vote on the motion due to conflicts of interest. She stated that the Village has access to the building at its discretion. She spoke about the deplorable conditions of the building prior to Heritage Accord's efforts and applauded Heritage Accord for saving the building.

Brian Kropp – 247 Elizabeth Street

He spoke against Council and their treatment of Ms. Talcott. He spoke against the motion and Council's job performance.

David Hanson – 20 South Canal

He spoke in support of the lease with Heritage Accord and the Community Center. He advocated for keeping the lease in place.

John Richards – 212 Albert Street

He spoke about the community center lease and stated that some wanted the Community Center demolished, but Heritage Accord saved the building. He spoke in support of Mr. Lynch's handling of the situation at the time and against the motion on this agenda.

Chelsea Harper

She spoke in support of Heritage Accord and the lease. She spoke against the budget as presented with this agenda citing confusion about the numbers.

Steve Simpson – 420 Ravenna Road

A member of Heritage Accord, he spoke on several things: (1) Heritage Accord has never claimed that the Village must fix the water line break. It exists and they are handling it themselves; (2) He spoke against the motion and asked Council to honor the lease.

VI. Reports

- a. Mayor – Mayor Kline asked to be notified in the absence of the city manager. He stated that he asked for legislation to be on the agenda regarding the recording of meetings, and it was not included. He spoke about Mr. Gregory being hired to record the meetings. He asked the law director regarding his opinion about who controls the agenda. Mr. Bryan stated that the City Manager is in negotiations with another company who would be cheaper, and she felt that it should not be on the agenda. Mr. Bryan clarified that everyone should work together and talk in a public forum; but someone must be in charge, and he offered a set of recommendations for moving forward. Mayor Kline stated his disagreement with the law director's opinion. The mayor advocated for closing a section of SR 534 for the Memorial Day Parade and asked the law director to determine how to get that done. He also stated that a piece of Park equipment is in bad condition and needs to be replaced. Ms. Spletzer stated that the part in question was ordered, the wrong part was received and returned, and the correct part is being shipped.

The mayor thanked Guns and Hoses for funding a scholarship to attend the Fire/EMS Academy. Congratulations to Logan Kimball as the recipient of that award. He did 3 Mayor's Choice selections. He attended the Town Hall Meeting for Scott Street Sewer. He thanked the voters who came out in poor weather.

b. Council Members

- i. Ward 1 – Mr. Fetterolf spoke about the motion and assured the public that the intent is not to take the building from Heritage Accord; it is only to bring the building back under the ownership and control of the city and instead of the CIC.
 - ii. Ward 2 – Mr. Baryak announced that the administration has performed admirably due to their efforts to bring in grant money and work together for the Village. He also announced that the annexation is moving forward (Dunkin Donuts), and the bids are out to clear the right of way. The street department will do a lot of work to save money. He spoke in support of the RLF program. He asked Mr. Housley to speak about the police fund.
 - iii. Ward 3 – Ms. Spletzer – no report
 - iv. Ward 4 – Mr. Rufener – A Utility Appeals Meeting was canceled due to lack of quorum.
 - v. At-Large – Ms. Stimpert – no report
- c. Finance Director – Mr. Housley has stated that financial reports are on the website. Ms. Stimpert stated that her previous requests about line item 52110 (\$6538.44) have gone unanswered. Mr. Housley stated that he has not received email communication from her with that request.
- d. Law Director – Mr. Baryak asked the Law Director to comment on his legal opinion regarding the motion to table the appointment of Mr. Zimmermann. Mr. Bryan stated that Mr. Baryak's motion to table the motion should have taken precedent over the original motion to pass the motion. He read a portion of the legal opinion into the record as follows: "...the question has been raised as to whether Mr. Baryak's motion to table the appointment motion until the next Council Meeting was proper and whether that motion should have had priority over the pending motion to appoint Mr. Zimmermann that had been made and seconded. After additional research on the matter, my opinion on that issue is as follows. Mr. Baryak's attempted motion to table the vote on Mr. Zimmermann's appointment until the next Council Meeting should be properly described as a motion to postpone the vote to a certain time rather than a motion to table. The Council Rules section of the Village Codified Ordinances does not make any provision as to which type of parliamentary motions have precedence over others. Section 121.03(a)(1), however, does provide that unless otherwise specified, Council Meetings shall be conducted in accordance with the rules and procedures outlined in Robert's Rules of Order. That Subsection goes on to state that Robert's Rules of Order are to be used as an orderly means to conduct business and not as a methodology to hinder the process. Robert's Rules of Order sets forth the order of precedence of motions and provides that a motion to table (referred to as a motion to lay on the table) or a motion to postpone to a certain time both have precedence over a main motion that is in the process of being considered. At the April 19, 2023, Council Meeting, my instinct was that was the case, but I did not want to make that recommendation without being able to find definitive proof while trying to research the issue in real time during the Meeting.

As a result, the original motion went forward, and Council voted to appoint Mr. Zimmermann to the position. I apologize to the Council, and Mr. Baryak in particular, for my mistake. I will be more accurate in making these interpretations in the future. Since Mr. Baryak's motion request was not permitted to go forward and the vote on the original motion was taken, the mistake should in no way act to invalidate the vote to appoint Mr. Zimmermann or result in a redo of the motion to postpone to a certain time and vote on the main motion. The main motion involved an appointment, and it is purely speculative at this point whether Mr. Baryak's motion would have received a second and have been successful on April 19, 2023. I would like to apologize to Mr. Baryak once again and clarify that the following motions (in the following order of priority) have precedence over a main motion that is being considered: adjourn, take a recess, raise a question of privilege, lay on the table, decide the previous question (requires a 2/3 majority), limit or extend the limits of debate (also requires a 2/3 majority), postpone to a certain time, commit or refer, amend, or postpone indefinitely. The above motion priority rules should be considered when these issues come up at future meetings." Mr. Bryan stated that he will keep his handbook for Robert's Rules of Order at all future meetings. Mr. Bryan further stated that Mr. Zimmermann was appointed by majority vote but is not eligible for compensation. Mr. Zimmermann is not required to accept payment, either. Mr. Baryak stated his disagreement with Mr. Bryan's opinion. Ms. Stimpert asked for a status update regarding her previous request for an opinion on the topic of interfering with an appointment. Mr. Bryan stated that he was still working on it and apologized for the delay.

- a. City Manager – No report due to absence.

Changes To Tonight's Agenda

Mr. Rufener made a motion to remove Ordinance 2023-16 from the agenda considering the additional information learned about Kimble, so the City Manager can be present and answer questions. He was advised that a representative from Kimble was present at the meeting and could answer questions directly. The motion was withdrawn.

Mr. Rufener made a motion to place a motion on the agenda to direct the City Manager to advertise all vacant board and commission positions until filled. Ms. Stimpert seconded the motion.

No discussion.

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

The motion passed 5-0. The motion was added to New Business.

Mr. Rufener made a motion to place a motion on the agenda to develop a detailed advertisement for the position of city manager and present it to the Council at the next regularly scheduled meeting on May 17, 2023.

Mr. Fetterolf spoke against the motion citing that the position is not open, and they should not advertise for a position that is not open. Mr. Rufener clarified that the intent is not to advertise but to create an advertisement for the Council to review.

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

The motion passed 4-1. The motion was added to New Business.

VII. Approval of Previous Minutes

Mayor Kline called for a Motion to adopt the regular meeting minutes of April 19, 2023.

Moved by: Ms. Spletzer

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.

VIII. Public Hearings

None

IX. Unfinished Business

None

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

Mr. Rufener made a motion to suspend council rules in order to allow a representative from Kimble to speak and answer questions. Seconded by Ms. Spletzer.

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

The motion passed 5-0. Council rules were suspended.

Joe Sciaretti –Kimble Sales Manager

He spoke regarding the specifications and bid documents. Kimble's intent is that Newton Falls would be served by the Twinsburg Facility and assured Council that issues with other transfer stations do not affect the Twinsburg station. He assured the Council that his contact information is available for their direct use. Ms. Spletzer thanked him for mentioning East River Gardens as it is difficult to navigate. The Kimble Director of Operations visited the area and took pictures. They came out twice to look at it. Mr. Baryak stated that the town hall meeting laid out all the specifications and he stated his appreciation that every concern was addressed by both candidates. He spoke in support of the bid submitted by Kimble for three years.

Ms. Spletzer made a motion to resume council rules. Seconded by Mr. Baryak.

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

The motion passed 5-0. Council rules were resumed.

Mayor Kline called for a motion to pass the ordinance.

Moved by: Mr. Rufener

Seconded by: Mr. Baryak

Mr. Rufener stated that of the 5 solicited bids; only 3 came back. Kimble was the lowest best and matched all current services. Kimble has many loyal customers.

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

The ordinance passed 5-0. First Reading.

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

Mayor Kline called for a motion to pass the ordinance.

Moved by: Ms. Spletzer

Seconded by: Mr. Baryak

Mayor Kline asked Mr. Housley to comment on the police fund. He stated that two officers are still receiving benefits and the budget needed to be increased in that fund and reduced in other areas. An SRO, for two and half months, and Chief of Police. A PT police officer is handling administrative duties for scheduling and evidence with the court and records requests. Chief Fixler is on medical leave and the backpay claim must be in the budget.

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

The ordinance passed 5-0. First Reading.

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.

Ms. Spletzer made a motion to suspend council rules to allow Council to engage Ms. Talcott. Seconded by Mr. Rufener.

No discussion.

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

The motion passed 5-0. Council rules were suspended.

Ms. Spelter asked Ms. Talcott to speak regarding a proposal in 2019. Who was it submitted to? Ms. Talcott stated the former City Manager requested RFP for use of the building and chose their proposal. Ms. Stimpert asked about Section 6c of the lease. Has the city violated this lease ever? Ms. Talcott said yes. Mr. Baryak stated that the grant writer from OHM can help with grants if the community center is placed under the Village government structure. Ms. Talcott stated that the lease prescribes that the City and Heritage Accord should work together for grant opportunities. Mayor Kline suggested that the City Manager call Ms. Talcott and they begin working together. Ms. Spletzer spoke against the CIC and asked to see the Articles of Incorporation. The law director recommended stepping back from this motion because the lease will still be in force regardless of who controls the property. Mr. Baryak spoke in favor of working with Heritage Accord to raise funding.

Mr. Rufener made a motion to resume council rules. 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. Council rules were resumed.

Mayor Kline called for a motion to postpone the vote on this motion until the regular

meeting of the City Council on May 17, 2023.

Moved by: Ms. Spletzer

Seconded by: Mr. Rufener

Mr. Fetterolf spoke in support of the motion to direct the administration to take control of the community center from the CIC so that the operation of the building can be protected by the Council and the public. The law director reiterated that Council should table the motion and postpone the vote until he and Council can gain clarity on the intent and wording of the motion. Mayor Kline spoke in support of the City Manager and Heritage Accord working together.

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

The motion to postpone passed 5-0.

MOTION

Sponsor: Councilperson Rufener

A Motion to direct the City Manager to advertise all remaining vacancies on boards and commissions until they are filled.

Moved by: Mr. Rufener

Seconded by: Ms. Stimpert

Mr. Baryak stated that his motion to table the appointment of Mr. Zimmermann was intended to do this very thing...advertise until a pool of applicants could be collected. Mr. Rufener stated that doing this would avoid unnecessary conflict. Mr. Baryak asked about the cost. It was stated that it would be free because we are posting on the website and Facebook.

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

The motion passed 5-0.

MOTION

Sponsor: Councilperson Rufener

A Motion to direct the city manager, law director, and council clerk to develop a detailed advertisement for the position of city manager and present it to the Council at the next regularly scheduled meeting on May 17.

Moved by: Mr. Rufener

Seconded by: Ms. Spletzer

Mr. Baryak spoke against the Motion and read a list of the City Manager's accomplishments. Attached. He asked for a reason for the motion. Mr. Rufener stated that Ms. Priddy is aware of the motion as he has discussed it with her. He shared his concerns with her and wants a professional search to be conducted. The public has stated to him a lack of faith and confidence in the city manager. He is asking to develop a proper advertisement; then Council can decide when to use it. Mr. Fetterolf spoke against the motion. Ms. Spletzer spoke in support of the motion and clarified the intent for the Council. Ms. Stimpert reminded the Council that a professional advertisement should be created by the Administration regardless of when they use it. Mr. Baryak spoke against the motion stating that a yes vote would be equal to a vote of no confidence. Mayor Kline spoke in support of the motion citing the need to have something high-quality that can be used when the Council is ready to use it.

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

The motion passed 5-0.

XI. Public Comments

Julie Lemon - 609 Ridge Road

She spoke against the city manager and stated she was responsible for the removal of the SRO and numerous lawsuits. She alleged that the city manager called the police to remove her and Jaime Kline from the property on election day. She spoke in support of democracy and democratic processes.

Ana Eby – 50 West 9th Street

She spoke in support of Heritage Accord and against the Council overseeing the Community Center.

Brian Axiotis – 315 Adams Street

He stated that the goal of those who won the election yesterday is to replace the City Manager. He stated that people quit the commissions because of no confidence in the Council. He stated that people were not paid for their service in 2022. He spoke against the amount of transition that happened in the administrative positions in 2022.

Katie McClean - 512 S. Canal Street

President of Newton Falls Commerce Association. She stated her job is to speak for businesses. She spoke against the current climate for businesses in Newton Falls and urged the Council to work to improve relationships with local businesses. She advocated for fund raising to support the community center.

Chelsea Harper

She asked if the City Manager has the right to sign a contract with a recording company. She advocated for more transparency regarding the police fund and the budget. She spoke against the motion to take control of the Community Center. She stated her belief that the CIC could get grants that the Village could not and wondered why that motion was permitted when the mayor's proposed motion was not.

Mark Stimpert – 1023 Page Court

He read the definition of the CIC from the Village Website. He spoke in support of it.

Steve Debolt – 2412 S. Canal Street

He spoke in support of the maintenance workers of the city. He commended the mayor for his recommendation to and Council for stepping back from the motion regarding the Community Center. He expressed hope and encouraged the Council to move forward, ignore personalities, and do what is best for the community.

Adam Zimmermann – 515 Lemae Avenue

He apologized for calling out tonight. He spoke in support of the Senior Kitchen, but stated he is unaware of a vote by the Council to start that program. He spoke against the city manager for blocking legislation that was properly submitted. He requested the record that Mr. Baryak cited with Mr. Zimmermann's name on it.

XII. Closing Remarks

Ward 1 – Mr. Fetterolf – He spoke on several topics, including that the Council represents the people, last night's election results, and democracy.

Ward 2 – Mr. Baryak – He spoke on several topics and encouraged the people to notice all the positive things that have been accomplished by the Council and the City Manager. He stated that his list of accomplishments for the city manager was intended for an executive session. He stated his pride with the Senior Kitchen and the Scott Street Sewer Project. He spoke against past administrations.

Ward 3 – Ms. Spletzer – She encouraged everyone to do better.

Ward 4 – Mr. Rufener – This week is the community cleanup weekend. Saturday at 9:00 am. They are targeting the local community parks for cleanup.

At-Large – Ms. Stimpert – The next Fire Board meeting is May 16 at 6:00pm

Mayor – Mr. Kline – He spoke in support of the legislation tonight and the postponing of the motion regarding the community center.

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

XIV. Adjournment

Mayor Kline called for a motion to adjourn the regular meeting at 9:52 pm.

Moved by: Ms. Spletzer

Seconded by: Ms. Stimpert

No discussion.

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

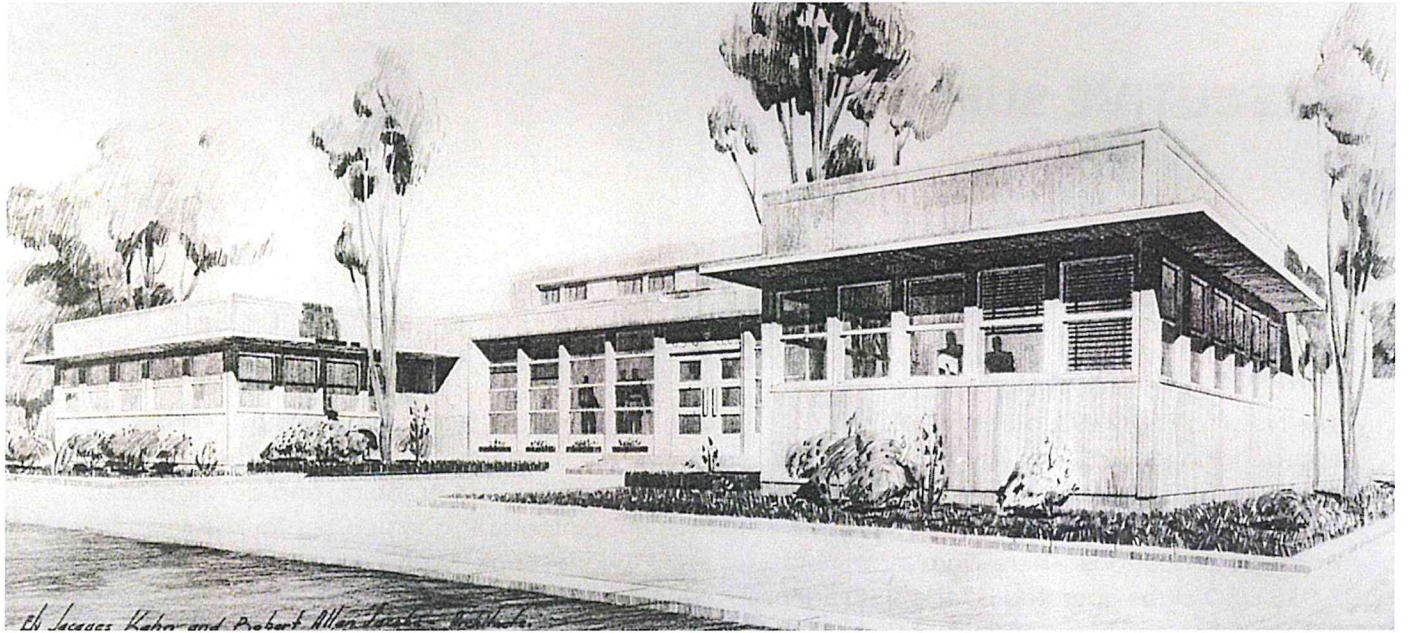
The motion passed 5-0. The meeting was adjourned.

APPROVED:

Kenneth Kline, Mayor

ATTEST:

Michael Acomb, Council Clerk



Newton Falls USO Center Historic Structure Report

EXECUTIVE SUMMARY

FEBRUARY 14, 2023

EXECUTIVE SUMMARY

PURPOSE AND SCOPE

The Newton Falls USO, built in 1941, is approaching its 82nd year. At the peak of USO operations in 1944, there were 85 USOs in 38 Ohio Communities providing club services to off-post locations. There were a total of 3,035 USO clubs operated by the USO agency, community operations, and oversea agencies at that time. This building continuously provided service to the civil defense workers at the Ravenna Arsenal in World War II.

After the war, it was purchased by Newton Falls in 1947 and became the location for a community center until it closed due to municipal budget cuts in 2015. It hosted varied programming for many different organizations, from high school proms and recreation clubs to senior programs, to programs dedicated to the performing arts.

The Newton Falls USO Center was designed in the International Style of architecture. The complex arguably achieves a level of historic significance important to the State of Ohio, and was listed in the National Register of Historic Places under Criteria A for contribution to the broad patterns of history. This structure is one of only four known original Type “A” USO buildings remaining in the United States. It is the only one of its kind surviving in the State of Ohio.

Perspectus and its consultants (“the Perspectus Team”) were contracted by Heritage Accord to produce a Historic Structure Report (HSR) for the Newton Falls USO. During the fall and winter of 2022, the Perspectus Team visited the site to assess existing conditions and to discuss with the property stewards the evolution of and continued care for the complex, as well as goals for the future.

During the Winter of 2022, the Perspectus Team created the Historic Structure Report narrative and graphics, and developed an Opinion of Probable Cost for the recommended work scope. Both Heritage Accord and the sponsoring Jeffris Foundation have reviewed the HSR and provided comments.

The purpose of an HSR is to provide a history of the property, to explain the evolution of the structure over time, to document the existing conditions of the structure, and to analyze the needs of the property stewards to inform recommended work scope with associated cost opinions. A completed HSR is a requirement of the Jeffris Foundation, as this funding entity must understand the property and its historic significance before supporting restoration/rehabilitation projects.

This Historic Structure Report is an optimal first phase for historic preservation efforts for significant buildings. It will construct for Heritage Accord a comprehensive documentation of the buildings and previous initiatives. The HSR will provide a valuable foundation for future programming, capital needs, maintenance planning, and new work recommended or planned. This reference document will assist in restoration and rehabilitation efforts for the 1941 International Style building. The Historic Structure Report can serve as the basis for proposing physical changes, and can support Heritage Accord’s mission to operate the facility in the most appropriate manner and assists in the evaluation of future improvements of the building. This work will once again provide Newton Falls with a gathering space for the community.

LOCATION AND PHYSICAL CONTEXT

The Newton Falls Community Center (Center) is part of the approximately 39-acre Newton Falls Community Park and located within the City of Newton Falls, a community of 4,915 residents, and Trumbull County, Ohio.

The building is located at 52 East Quarry Street on a 1.32 acre lot. The Center's main front-back axis is normal to the urban grid of Newton Falls itself and 21.24 degrees east of north.

The Center sits on the northeast corner of the site and 0.12 miles from a bend in the Mahoning River. The Center is rectangular in plan, with a one-story entrance and two story gabled section over the dance hall. The architecture of the Center may be described as a collection of rectilinear volumes grouped around a square-floor-plate Lobby. This Lobby serves as a foyer to the pitched high-ceiling Auditorium. The Auditorium's original ceiling is concealed by suspended acoustic panels.

SITE PLAN

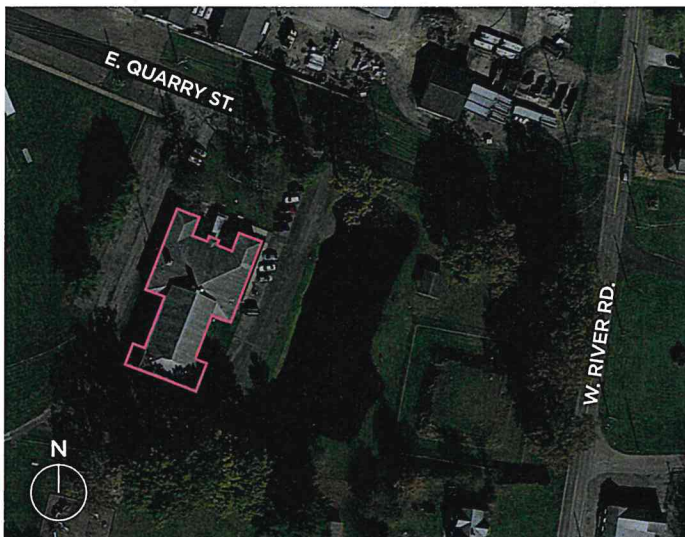


Image 3

The Center contains 10,974 square feet gross First-Floor area, of which 793 square feet is constructed above a basement, originally used as boiler rooms. The remainder of the building is suspended over a crawlspace.

DESCRIPTION

The building design configuration and substance was to create a mass-produced building constructed with readily-available materials frequently used with residential construction. The Center—then a Club—relied primarily on moderately-skilled, easy-to-hire carpenters for labor, with limited use of masons and plasterers. Standardized plans for the USO building program, including the Newton Falls USO Center, were designed by the New York architectural firm of Kahn and Jacobs. The Newton Falls USO Center was designed in the International Style of architecture. Charles Kissler, a local architect, produced the construction drawings for the Newton Falls USO.

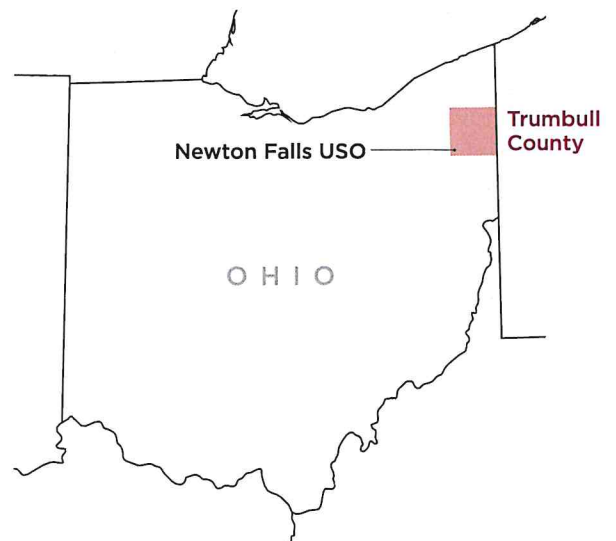


Image 4

The Center foundation is on 16-inch x eight-inch (nominal) concrete masonry unit blocks integrated with an interior standard modular common brick wythe by means of continuous header courses at 19-course vertical intervals. Foundation wall height, measured from Basement floor to the underside of First Floor joist bearing, is approximately nine feet, with two feet of foundation wall exposed to outside view and in the crawlspace over which the great majority of the structure is built. This crawlspace is accessible from the Basement and through a number of openings through the concrete masonry foundation wall. This design appeared to provide access to underfloor plumbing for First Floor fixtures.

The walls are framed in two-inch x four-inch (nominal) studs at indeterminate horizontal interval and sheathed in half-inch-thick plywood sheet or $\frac{3}{4}$ -inch (probable) wood tongue-and-groove plank (probable) to resist lateral shear forces. This sheathing is covered with 15-pound felt impregnated with bitumen. The builder then applied asbestos-cement shingles (ten-inch exposure) over the felt, cladding the wall with a durable, fire-resistant, and thin material. Chips and missing fragments now mark the shingle edges. It became more hazardous to remove and replace the cladding as the material deteriorated, even as the deterioration itself required the installation of new cladding. Instead of undertaking the demolition of the shingles, a renovation contractor encapsulated them under shiplap-profile vinyl siding.

The roofing is asphalt-fiberglass composition laminated shingles of approximately 200 pounds per roofing square and 12-inch x 36-inch modular dimension.

The 1940 builders almost certainly daylit and naturally ventilated the Center perimeter using mass-produced double-hung windows with essential components fabricated entirely from wood, products consistent with other contemporary military camps and with the design objectives noted above. There are only four different sizes of window installed in the Center, demonstrating simplicity and ease of upkeep. The majority of windows were replaced, probably as part of the overall envelope renovation when the vinyl siding was installed. Only two wood windows remain, with light-gauge, residential-quality metal double-hung products replacements. Interior Center doors were of single-panel type. Many such remain in place, with a few replaced by hollow-core flush units.

The interior is notable for its use of durable modern finishes and a lack of gypsum plaster products, materials that would require a skilled craftsman to install and, as mentioned, run counter to the general design philosophy. Flooring at the Center is of three kinds: maple wood strip flooring, resilient tile, and wall-to-wall carpet. The wood strip flooring, used exclusively throughout the Auditorium and suited to dancing or sports play, is clearly original to the 1940 construction. Wall surfaces in the Auditorium that have been stripped of paint and other coatings show a rough, fabric-like appearance and suggest that these are fashioned from cellulose-based fiber wall board ("Homosote"), a dense compressed-paper material favored for its sound-proofing and reverberant qualities. This material is prized for spaces hosting concerts and speeches.

The original Center ceilings have been replaced with or, at least obscured by, a ubiquitous 24-inch by 48-inch suspended acoustic panel ceiling (fissured surface) using standard 15/16 metal track, with a white coating. This system extends even across the Auditorium where it flattens the 1940 hipped ceiling created by the underside of the sloped roof structure. The architectural value of the Center's Auditorium has been severely compromised by the use of this acoustic panel ceiling, which hides the room volume and the original exposed wood trusses.

REQUIREMENTS FOR WORK AND OVERALL TREATMENT APPROACH

The Newton Falls USO is in fair to poor condition, and with the intended return to a community space, the following treatment approach is recommended:

1. Uphold the Secretary of the Interior's Standards for Rehabilitation. The "Standards" are 10 common-sense preservation principles for treatment approach. The Standards include prioritizing compatible use; repairing rather than replacing deteriorated features; matching replacement features to the original; ensuring that new additions are reversible and treatments do not cause irreparable damage; and using the gentlest means possible for cleaning. Depending on funding type, upholding the Standards is a requirement and subject to review by the State Historic Preservation Office.
2. Follow the prerequisites of the jurisdiction: Ohio Building Code (OBC), including Chapter 34 Existing Buildings /Historic Structures; Trumbull County and Newton Falls Building and Zoning Department requirements.
3. Make improvements in order to comply with life safety codes, accessibility recommendations, and energy efficiency guidelines while referring to OBC's Chapter 34 Existing Buildings and Structures.
4. Regarding the main public interior spaces, maintain the historic integrity (defined by the National Park Service as including design, materials, workmanship, feeling, and association).
5. Bring components into good working order or provide for planned upgrades for newer technologies.
6. Extend the usable life of the building components through planned upkeep ("Cyclical Maintenance and Capital Projects Plan").
7. Maintain a weather-tight structure.

RESTORATION RECOMMENDATIONS

Based upon the preliminary condition assessment Perspectus performed in fall 2022 and the stakeholder meetings, the following primary concerns should be addressed. This includes repairs to exterior elements to restore the building envelope; restoring the building fenestration, and replacing aging mechanical/electrical/plumbing systems. This restoration program has been divided into five projects, which could be separate projects but would be most cost effectively completed as one project with all trades on-site one time.

Project Priority + Description		Cost Opinion Range
1	Secure building exterior against weather, restore integrity of building envelope	\$947,900 – \$1,110,000
2	Secure building interior against weather conditions, restore integrity of building fenestration	\$218,000 – \$244,300
3	Rehabilitate building support systems and interior finishes.	\$2,045,000 – \$2,350,000
4	Expand accessibility for the disabled.	\$60,500 – \$72,600
5	Improve landscape setting, landscape equipment and pedestrian safety	\$71,600 – \$84,400

*Costs reflect 2023 dollars. See page 121 for full cost including: General conditions, insurances, contractor overhead and profit, escalate to midpoint of construction, contingency (design, estimating, bidding, and market conditions), permits, construction change order contingency, A/E fees.

MAINTENANCE AND TREATMENT PROVISIONS: CYCLICAL MAINTENANCE PLAN

Perspectus has provided a format to record completed work so the HSR can be a living document with amendments and supplements. The HSR can be used for further research and investigation, especially for interpretation of the structure based on historical and physical evidence.

Further, the Board should consider commissioning a formal Cyclical Maintenance Plan (CMP), as the Newton Falls USO will benefit from this. An active CMP will ensure regular monitoring of building conditions, making it easier to avoid future replacement of historic fabric by tracking repair and upkeep efforts. This plan can provide an established, accurate budget for anticipated annual maintenance efforts.

NATIONAL REGISTER OF HISTORIC PLACES NOMINATION

The Newton Falls Community Center (Center), also known as the Newton Falls United Service Organization (USO) Center, was nominated in 2017 to the National Register of Historic Places under Criteria A, whereby the “property is associated with events that have made a significant contribution to the broad patterns of our history” at the statewide level of significance. This structure is one of only four known original Type “A” USO buildings remaining in the United States. It is the only one of its kind surviving in the State of Ohio. It also was one of the first USOs designed for defense workers employed by the Ravenna Arsenal.

The period of significance was from the 1941 construction until the August 1947 transfer of building ownership from the Federal Works

Agency to the Village of Newton Falls. The Newton Falls USO Center is one of very few material manifestations of its kind left that captures an important period in American history, the beginning of World War II and the colossal war support effort on the home front.

Elevation to the National Register of Historic Places is not only an honorary designation, but also serves to protect the property from demolition funded by state and federal sources, along with providing access to private, state and federal funding or grants for historically designated properties.

CONCLUSION

The Historic Structure Report is often a pre-requisite when applying for grants for building upkeep and restoration. The Heritage Accord Board of Directors is forward-thinking to seek to assemble a plan to rehabilitate the complex for future contribution to Newton Falls and USO history. This Historic Structure Report will serve as a reference and a guide to support the continued care efforts.

The narrative details historical research and physical architectural description, the graphics illustrate chronological development and preservation planning, and photographs and annotated elevations illuminate the condition assessment of a snapshot in time. Each element will aid in the decision making surrounding programming and treatment as suggested in the prioritized projects matrix, illustrated in the proposed concept plans, and narrated in the materials care section. The following pages reflect a true partnership between the property stewards, stakeholders, and the consulting preservation architecture firm. Perspectus is honored to participate in this activity.

PERSPECTUS

1300 East 9th Street, Suite 910
Cleveland, Ohio 44114

PERSPECTUS.COM

LEASE OF NEWTON FALLS CITY IMPROVEMENT CORP. PROPERTY

NEWTON FALLS COMMUNITY CENTER

Heritage Accord

THIS LEASE ("Lease") is entered into on March 3, 2020, by and between the City of Newton Falls Community Improvement Corp., an Ohio Municipal Community Improvement corp., with offices at 19 North Canal St, Newton Falls Ohio 44444, ("Landlord"), and Heritage Accord, a non-profit corp. organized under the laws of the State of Ohio, whose address is P.O. Box 82, Newton Falls Ohio, 44444 ("Tenant"). Landlord and Tenant may hereinafter be referred to as the "Parties".

WHEREAS, Heritage Accord, the Tenant, has been organized and formed initially for the sole purpose of restoring, preserving and maintaining the Newton Falls Community Center (the "Community Center") in order to both honor its historic original use and contributions as a United Service Organizations (U.S.O.) building and to facilitate the reopening of this building to the public for use as a community center; and

WHEREAS, Heritage Accord has provided to the City of Newton Falls Community Improvement Corp., the Landlord, a comprehensive Proposal dated September 27, 2019 for the renovation and preservation of the Community Center; with such Proposal, the Landlord and Tenant each acknowledging further agreed upon refinements may or will be required, being sufficient inducement for A) Landlord to engage in good faith with Tenant to facilitate its forgoing described goals for the Community Center; and for B) Tenant to commit in good faith to commit its resources and talents toward achieving those goals; and

WHEREAS, Landlord and Tenant now agree to enter into this Business Property Lease, (the "Lease") relating to that certain building located at 52 East Quarry St, Newton Falls, Ohio, commonly known as the Newton Falls Community Center (the "Building"); and

1. **Purpose.** The purpose of this agreement is to enable Heritage Accord to raise funds and engage contractors and suppliers to restore the community center to its former beauty and historic condition without cost to the taxpayers of the City of Newton Falls.
2. **Term.** The initial term of this Lease shall commence on the later of the date set forth above given or that date of formal approval of this Lease by the City Council of the City of Newton Falls and the Community Improvement Corp. (the "Commencement Date"), and shall expire on December 31, 2025. Tenant shall have an option to extend for additional three (3) year terms as set forth below in paragraph 4.

3. **Rent.** Tenant shall pay Landlord rent in the sum of \$1.00 per year. The first rental payment shall be one dollar (\$1.00) and payment is due on March 1, 2020 or upon execution of this lease, whichever event occurs last. Thereafter, rental payments in the amount of one dollar (\$1.00) shall be due on or before January 1 of each year during the term of this Lease.
4. **Renewal Option.** At the expiration of the initial term of this lease, Tenant shall have an option to continue to renew this Lease for multiple three (3) year terms by giving written notice of renewal to Landlord 90 days before expiration of the then current Lease term. Each renewal of this Lease shall be for a term of three (3) years. Each renewal shall be on the same terms and conditions as stated in this Lease.
5. **Leased Premises.** Landlord leases to Tenant the Building. In addition to the Building, Tenant shall have the right to use of the parking spaces in the adjacent parking lot and the natural area and grounds surrounding the Building. Together, the Building, the use of the adjacent parking spaces and natural area and grounds surrounding the Building are referred to as the "Premises".
6. **Permitted Use of Premises.**
 - A. Prohibited Activities. No activity shall be conducted on the Premises which does not comply with applicable Federal, State of Ohio and local laws, ordinances, and regulations.
 - B. Tenant's Use of Premises for Events. The Tenant may schedule and conduct events at the Premises with approval of the city manager which shall not be unreasonably withheld. City Administrative Code §151.01 is declared to be null and void. Tenant shall provide the office of the City Manager with a monthly notice of all events scheduled or intended to be scheduled, and within reasonable time for review and response by the City Manager, if desired. Approval of events by the City Manager or Landlord shall not unreasonably be withheld.
 - C. Landlord's Use of Premises for Events. The Landlord or the City of Newton Falls through the city manager may sponsor and conduct up to six (6) events per calendar year at the premises at no rental charge, facility or user fee to Landlord. In addition to that city may conduct council meetings or other such official meetings at no charge as long they do not conflict with other events. Each such event shall be of a duration of not more than one day. Payment of direct Out-of-Pocket costs and expenses of such events conducted by Landlord including, but not limited to, food, beverages, direct labor, supplies, outside rentals and advertising shall be the responsibility of the Landlord. Tenant shall cooperate with Landlord to schedule and facilitate the conduct of events scheduled by the Landlord. Landlord shall have the right to employ or use its own employees, vendors or other organizations in the conduct of its events. Requests by the Landlord for use of part or all of the Premises for the conduct of an event must be made in writing and delivered to the Tenant at least twenty-five (25) days in advance of the desired event date. The Tenant shall

not unreasonably withhold approval, cooperation or assistance. To resolve any scheduling conflicts between Landlord and Tenant, those events or activities scheduled by Tenant prior to receipt of Landlord's written request for such event date shall be given priority. Landlord's right to use of the Premises under this sub-paragraph is limited solely to official functions of the City of Newton Falls or the Community Improvement Corp. or theatrical or other events under the direction of the city manager and may not be assigned to third party individuals or organizations without the prior written consent of Tenant.

7. **Tenant's Duties to Premises and Community.** Tenant shall not perform any acts or carry on any practices which may injure the Premises or be a nuisance. Tenant shall keep the Premises under its control clean and free from rubbish at all times. Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances of all Federal, State of Ohio, County and local municipal authorities affecting use of the Premises with respect to the cleanliness, safety, occupation and use of same.

8. **Maintenance, Repairs and Expenses.**

A. As to the Building: Tenant shall keep the Building in good order and repair as reasonably required to keep the Building in its current condition, normal wear and tear excepted. Tenant shall be liable for all damage to the Building caused by the negligence or willful acts of Tenant and Tenant's agents, representatives, officers, employees, invitees, and/or licensees. Tenant shall pay all costs and expenses incurred in repairing and maintaining the Building. Tenant shall provide and pay for heat to the Building. Tenant shall pay for all other utilities' service to the Building, including connection charges and meter costs.

B. As to the Parking Lot and Grounds: Tenant shall keep the parking lot and natural areas and grounds surrounding the Building in good order and repair as reasonably required to keep the parking lot and natural areas and grounds in their current condition, normal wear and tear excepted. Tenant shall be liable for all damages to the parking lot and natural areas and grounds caused by the negligence or willful acts of Tenant's agents, representatives, officers, employees, invitees, and/or licensees.

As to periodic mowing and maintenance of the natural areas and grounds of the Premises and as to snow removal as may be required from the sidewalks and parking lot contained within the Premises, the Parties recognize the Landlord has performed these duties as part of its obligation to provide these services to all of the many properties owned by the City of Newton Falls and to do so utilizing, to the extent available, city personnel and city equipment. For the joint benefit of the Parties, periodic mowing and maintenance of the natural areas and grounds of the Premises and snow removal from the sidewalks and parking lots shall continue to be performed

by the Landlord at no cost to the Tenant. These maintenances of grounds, sidewalks and parking lot by Landlord shall be at such times in such amounts as to fully comply with relevant regulations and ordinances enacted by the City of Newton Falls. All other maintenance cleaning, trash and construction debris removal shall be the responsibility of Tenant.

9. **Landlord's Rights of Entry.** Landlord shall have the right to enter the Premises at any time during regular business hours and upon reasonable notice. Landlord shall be provided the names, addresses and phone numbers of all agents of Tenant possessing a key to the Premises. Tenant shall not unreasonably hinder or delay Landlord's entry into the Premises but shall reasonably comply and assist with all such requests by Landlord for entry.
10. **Alterations.** Any requests by Tenant to make renovations, repairs or alterations to the Premises shall be made in writing and delivered to the City Manager and the Landlord. Landlord shall approve all such requests made by Tenant provided that such requests are determined by the City Manager to be reasonable. Those renovations, repairs and alterations of the Premises as outlined in the Tenant's Proposal to the City of Newton Falls dated September 27, 2019, for the renovation and preservation of the Community Center as described hereinabove are deemed to be reasonable and permitted by Landlord and City Manager without further written request as otherwise required herein.
11. **Acceptance of Occupancy.** At the commencement of the original term, the Leased Premises are constructed, finished, and equipped as memorialized and described in the DeSalvo Report dated April 11, 2016 which report is incorporated by reference as if fully set forth herein. The City Manager may, in writing, supplement the DeSalvo Report to include additional information or to make note of changed conditions. Tenant has inspected the Premises and acknowledges it takes possession in an "AS IS" condition. Current contents of the Building will remain during the term of the Lease. Any and all furniture or contents of the Building **under the control of the Landlord** or its agents, employees or officials which may have been removed and stored off the Premises prior to the Commencement Date of this Lease shall be returned to the Building except that remaining plastic folding chairs and tables shall remain property of the city and stored at an off-site location.
12. **Trade Fixtures.** All movable equipment installed by Tenant in connection with the activities conducted by it on the Premises shall remain the property of Tenant and shall be removed by Tenant at the expiration of this Lease unless otherwise agreed upon by the Parties. Tenant shall timely repair any damage caused by such removal and restore the Premises to its condition on the Commencement Date. All Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk and Tenant shall acquire such policy or policies of insurance thereon as Tenant in its best judgment shall

determine.

13. **Non-discrimination.** Tenant shall refrain from discrimination on the grounds of age, disability, national origin, race, religion (creed), genetics, sex or sexual orientation in its employment practices, in its occupancy and operation of the leased Premises and in offering and providing services to the public.
14. **Taxes, Assessments and Levies.** The Parties expect that there will be no liability for real and personal property taxes or assessments levied and made, if any, by the City of Newton Falls against the Premises during the term of this Lease. However, if any Federal, State of Ohio or Trumbull County taxes are levied on the real or personal property, payment shall be the sole responsibility of Tenant.
15. **Financial and Information Reporting.** Tenant shall provide to Landlord within thirty (30) days of its filing, a copy of the Annual IRS Form 990 or applicable equivalent.
16. **Building Casualty Insurance.** Tenant shall cause the Premises to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils."
17. **Commercial General Liability Insurance.** Tenant, at its sole cost and expense during the term of this Lease, shall maintain and keep in effect commercial general liability insurance in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for injury to or death of one person, or not less than Two Million and 00/100 Dollars (\$2,000,000.00) for injury to or death of more than one person, in any one accident or occurrence and in an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for each occurrence of property damage. The policy or policies of such insurance shall be written so as to include Landlord and the City of Newton falls within the protection thereof. Tenant agrees to deliver to Landlord, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days written notice to Landlord. Tenant may, at its option, bring its obligation to insure under this paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of Landlord shall thereby be as fully protected as it would otherwise be if this option to Tenant to use blanket policies were not permitted.

18. Insurance – General Provisions.

- A. Each policy as required by Landlord under the terms of this lease shall be endorsed as follows: "The insurer agrees that fifteen (15) days prior to cancellation or reduction of amount or coverage of this policy, written notice will be mailed to the City of Newton Falls, Ohio."
- B. A copy of each insurance policy as required by Landlord under the terms of this lease shall be submitted to the Director of Law for review and approval as to form and sufficiency and deposited with the City Manager.
- C. In the event the Tenant is unable to obtain the insurance policies and coverages required by Landlord under the terms of this lease due to legal title to the Premises being in the name of the Landlord, then Landlord agrees to obtain the policies and coverages, the cost of which shall be immediately repaid to the Landlord or on such terms as the Landlord may agree.

19. Destruction of Premises. If an event occurs in which the Premises are damaged or destroyed, in whole or in part, either Party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within ten (10) calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Tenant shall repair the Premises. If either Party elects to terminate this Lease because of destruction of the premises, Tenant shall, at its sole expense, demolish and remove any remaining portion of the Building, fill as required and return the land to the grade of the adjacent property.

20. Indemnity. Tenant agrees to indemnify and defend Landlord and the City of Newton Falls against and hold Landlord harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Tenant's use of the Premises and resulting from the acts or omissions of Tenant or its employees, agents, and invitees.

21. Indemnification. Subject to Tenant's right to appeal in good faith and obtain a final order from a court of competent jurisdiction, Tenant's indemnification described above specifically includes, but is not limited to, the direct obligation of the Tenant to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or which are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Premises.

22. **Assignment and Subletting.** Tenant may not assign, sublet, hypothecate, mortgage or otherwise transfer or convey its interest, or any portion of its interest, in the Premises without the prior written consent of Landlord. Any zoning change must be approved by City Council through the City Manager.
23. **Default and Reentry.** If Tenant neglects or fails to perform its obligation to pay rent when due; or, if Tenant neglects or fails to observe or perform or cure the failure of performance of any other covenants in this Lease to be observed and performed on its part for 90 days after written notice by Landlord of the default: Landlord may terminate the Lease, reenter and take possession of the Premises and seek to re-let the Premises on any terms that Landlord, in its sole discretion, deems advisable. In addition to Landlord's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Landlord deems any repairs necessary that Tenant is required by the terms of this lease to make or if Tenant is in default in the performance of any of its obligations under this Lease or to cure such failure within ninety (90) days of written notice of such failure, Landlord may, on failure of Tenant to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Tenant for any loss or damage that occurs by reason of that action, and Tenant agrees that it will immediately on demand pay Landlord's reasonable costs for such curing as additional rent under this Lease.
24. **Tenant's Possession and Enjoyment.** Tenant, on payment of the rent at the time and in the manner stated above and on performance of all the covenants and obligations provided herein, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease, save and except to the extent modified by the provisions of Paragraph ~~6c~~ of this Lease.
25. **Surrender of Premises.** Tenant shall surrender the Premises to Landlord at the expiration of this Lease in the same condition as at the Commencement Date, excepting normal wear and tear.
26. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery. Notice shall be deemed effective if mailed accordingly:
- TO LANDLORD NEWTON FALLS COMMUNITY IMPROVEMENT CORP.:
David Lynch, City Manager
City of Newton Falls
19 North Canal Street
Newton Falls, Ohio 44444

TO TENANT:

Steven L. Simpson
Heritage Accord
P.O Box 82
Newton Falls, Ohio 44444

27. **Grants and Grant Writing.** Landlord shall not unreasonably, delay, restrict or withhold Tenant's rights to request and receive grant funding. Whenever required by the grant process, Landlord, as legal owner of the Premises, must sign any grants within five (5) business days from the date presented to the Landlord for signature provided such grants contain no conditions or impose no actions on either the Tenant or the Landlord which do not meet with the approval of the City Manager. The Landlord shall not unreasonably delay or deny approval of a grant, and, if not approved, the Landlord through its City Manager shall provide all reasons for the denial.


28. **Waiver.** The failure of the Landlord to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing

29. **Binding Effect.** This Agreement shall be binding on and insure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

30. **Effective Date.** This Lease shall be effective as of the Commencement Date as defined in Paragraph 2.

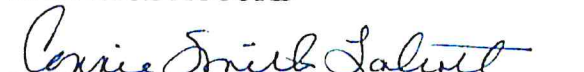
WITNESS the signatures of the Parties to this Lease, dated as shown below:

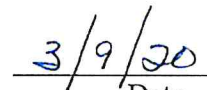
CITY OF NEWTON FALLS


By: David M. Lynch, agent for Newton Falls
Community Improvement Corp.

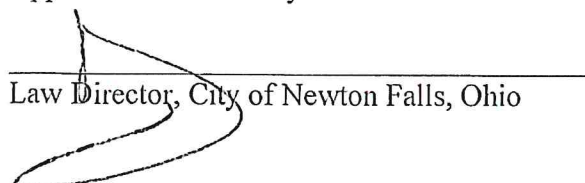

Date

HERITAGE ACCORD

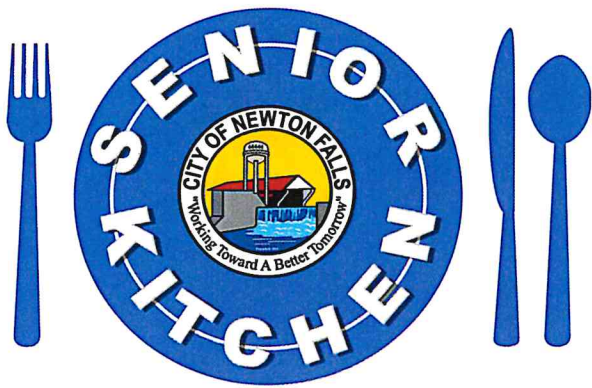

By: Connie Smith Talcott, President


Date

Approved as to form by:


Law Director, City of Newton Falls, Ohio


Date



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

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

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.

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.



Event Statistics from 03/01/2023 to 03/31/2023

Filters:

Age: >=60

Birth Month: January

February

March

April

May

June

July

August

September

October

November

December

Site(s): Newton Falls Senior Center

Category	Duplicated	Unduplicated	60 and Over Guests	Under 60 Guests	Hours	Tickets
INSTR	212	36	0	0	278.25	0
MED	70	29	0	0	8.50	0
SOC	238	50	0	0	368.00	0
SOLO	112	28	0	0	560.00	0
Total Event Signins	632	84	0	0	1,214.75	0
Total Swipes	0	0				

Date range from 03/01/2023 to 03/31/2023

Filters:

Age: >=60

Birth Month: January

February

March

April

May

June

July

August

September

October

November

December

Site(s): Newton Falls Senior Center

Checkin Count 632

Days in Range 22

Avg Duplicated 28.73

Avg Per Weekday Monday 25

Tuesday 46.25

Wednesday 21.6

Thursday 23.75

Friday 28.8

Avg Per Day by Month March 28.73

Summary Statistics from 03/01/2023 to 03/31/2023

Filters:

Age: >=60

Birth Month: January

February

March

April

May

June

July

August

September

October

November

December

Site(s): Newton Falls Senior Center

Activity Type	Duplicated	Unduplicated
Events	632	84
Services	5	5
Total People Served	637	87

NEWTON FALLS SCOPE - APRIL 2023

	sat	Sun	M	T	W	TH	F	Sat	Sun	M	T	W	TH	F	Sat	Sun	M	T	W	TH	F	Sat	Sun	M	T	W	TH	F	Sat	Sun
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Instr/ Book Chat																														
2 Hour Event = 2 Programs																			7											
Instr/ Flex Strength			8		9					14		11		13			12				13			15				10		
1.25 Hour Class = 1.25 Programs																														
Instr/ Knitting												4													4					
1.5 Hour Class = 1.5 Programs																														
Instr/ Line Dancing										4														4						
1.5 Hour Class = 1.5 Programs																														
Instr/ Quilters																										5				
2 Hour Class = 2 Programs																														
Med/ lectures													6																	
Med/ lectures Ohio Plate														4													2			
Med/ Tops				12							13						13							14						
1.25 Hour Class = 1.25 Programs																														
SOC/ Bingo				14		7					12		7				16		10					18		13				
2 Hour Event = 2 Programs																														
SOC/ lunch					12							12		7		12		18	15				20		20		19			
SOC/ Mah Jongg																	8													
2 Hour Class = 2 programs				4																										
SOC/ sip & Paint																									5					
SOC/ Trivia																				4										
SOLO			5	5	4	6				5	8	5	4	5		4	6	4	6	5			6	7	5	8	5			

Program	Units	Program	Total
Instr	133	Instr	
MED	64	MED	
SOC	253	SOC	
SOLO	103	SOLO	
		Supportive Services	6.25
TOTAL	553	TOTAL:	6.25
			\$36.08
			\$225.50

From: Joe Sciarretti
Sent: Wednesday, May 3, 2023 11:58 AM
To: City Manager; City Administrator
Cc: Mitch DeFranco
Subject: Following up on tonight - Newton Falls Council

Pam & Julie,

I want to reassure you that your question this morning regarding the news article from southern Ohio will not pertain to the northern fleet of drivers & trucks servicing Newton Falls. Both trash trucks as well as recycling trucks will be serviced out of the Twinsburg Transfer station which is already equipped to service the 1500 residents as well as all of the businesses in the city.

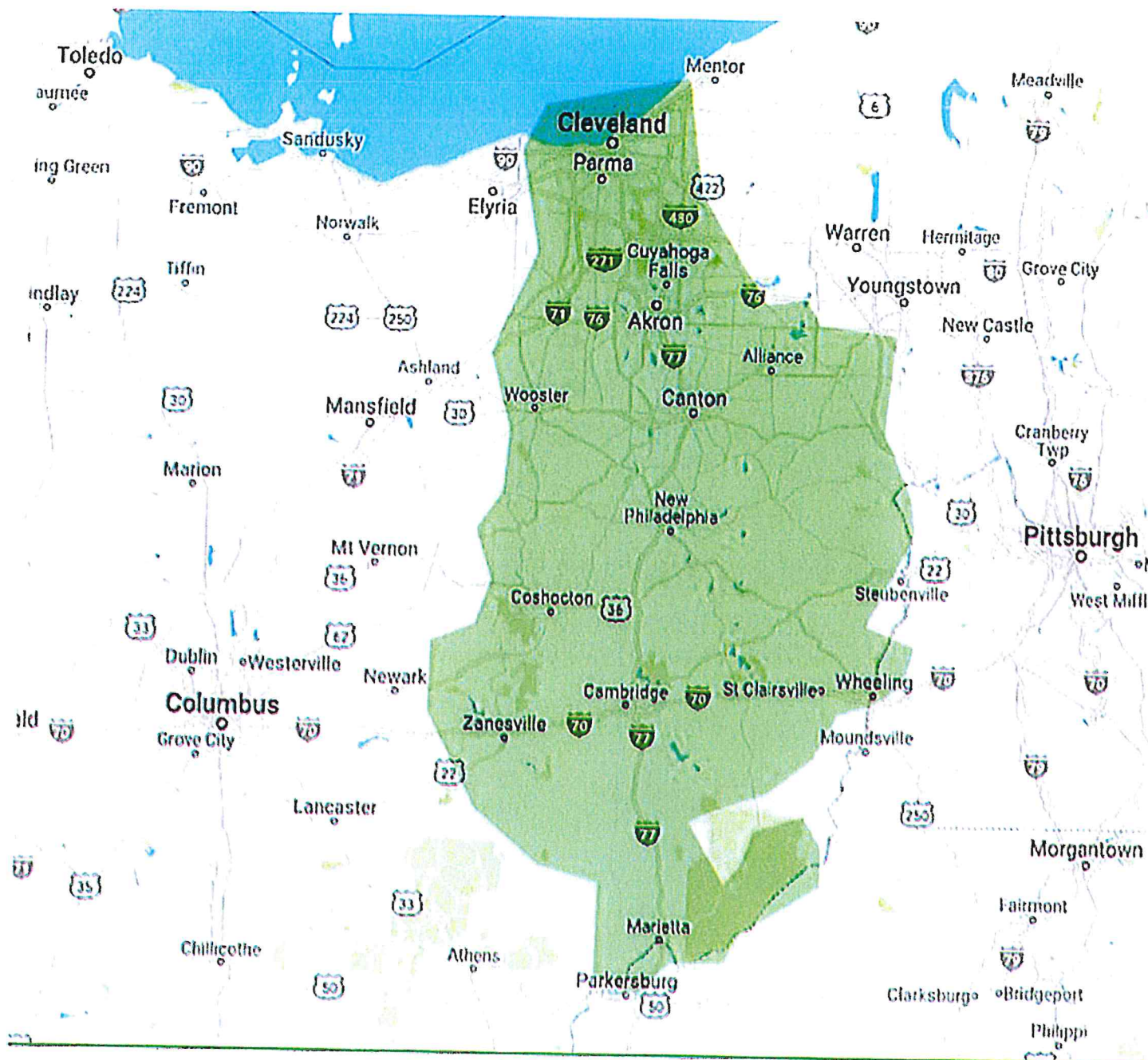
Our team, painstakingly at times (as you know), visited on many occasions these last few months to witness first hand your high expectations, the current hauler's trucks, unique residential areas like East River Garden area, the Street department-city cans expectations, 4th of July celebration expectations, etc. In short, we are strong and poised for a successful launch and will maintain this same high level of service throughout the contract.

See you tonight and looking forward to addressing city leadership if there are any questions or comments from council.

Thank you,

Joe Sciarretti
Northern Region
Municipal Sales Manager
Cell 330.432.3229
Phone 800.201.0005





DOVER SANITARY LANDFILL

CAMBRIDGE TRANSFER STATION AND OPERATIONS FACILITY

CANTON OPERATIONS FACILITY SERVICES THE CITY OF ALLIANCE
CANTON TRANSFER STATION SERVICES THE CITY OF ALLIANCE

CARROLLTON TRANSFER STATION AND OPERATIONS FACILITY

TWINSBURG RECYCLING CENTER, TRANSFER STATION AND OPERATIONS FACILITY
WOULD SERVICE THE CITY OF NEWTON FALLS

ALLIANCE

Alliance Council delays vote on Kimble rate hike over garbage service concerns

Benjamin Duer

The Repository

ALLIANCE – If you think your garbage service is trash, you're not alone.

Frustrated with service delays, City Council on Monday night postponed for two weeks votes on two pieces of legislation – one to pay a bill; the other to accept rate increase – that would benefit Kimble Recycling & Waste Disposal.

Councilwoman Cindy King, D-2, said Kimble, based in Dover, has to improve services before she could accept any rate increase.

Alliance City Councilwoman Cindy King, Ward 2, welcomes guests during the 2023 Martin Luther King Jr. celebration Sunday, Jan. 15, 2023, at Second Baptist Church in Alliance.

Brett Fegan, a regional sales manager for Kimble, addressed council. He confirmed there have been delays in service – most recently, with recycling – and blamed the situation on a shortage of qualified drivers and equipment issues.

He tried to reassure council members that the company is trying to resolve its operational issues and outlined some of the steps it has taken. For example, Fegan said Kimble has raised wages, added some bonuses and increased its recruiting department from three to eight people.

"I've been reassured that in the coming months, or weeks, we'll be fine and get back to where we should be," Fegan said. "If we aren't this guy (Safety-Service Director Michael Dreger) is going to call me."

That explanation, however, did not satisfy council members.

Councilman Kristopher Bugara, R-at-large, complained that Kimble's service issues have been a problem for years – not weeks or months. "I have a problem," he said about accepting a rate increase. "That we're paying more for less service."

Fegan, responding, said "Keep in mind, with current climate we're in, we're not the only haulers ..."

Bugara cut him off. "You're our hauler," Bugara said. "I don't care about the other haulers."

Following the back and forth with council, Fegan thanked council for the time. "I appreciate your business."

Then council delayed the votes. "Why should we approve a raise right now?" King said afterward. "I've gotten a lot of complaints. We're just not getting the service."

From: "Crawford, Vince" <VCrawford@wm.com>

Date: May 3, 2023 at 10:29:17 AM EDT

To: Kenneth Kline <KKline@newtonfallsoh.gov>, Bud Fetterolf <Ward1@newtonfallsoh.gov>, Tesa Spletzer <tspletzer@newtonfallsoh.gov>, Julie Stimpert <AtLarge@newtonfallsoh.gov>

Cc: City Manager <CityManager@newtonfallsoh.gov>

Subject: Solid waste collection Bid

Good morning, Mayor Kline and City Council Members,

I was a bit surprised to see the award listed on the agenda for tonight as I may have been mistaken but thought each bidder was going to review their proposal with administration. We know that the City has not been satisfied with the current service and after seeing this article below in the newspaper you may want to speak with some council members in Alliance before making a decision tonight. I wish I could attend tonight's meeting but have prior commitments at a different City Council meeting. The good news is you still have time for more in-depth analysis and make the decision in the next month.

I would be happy to discuss our proposal at your next meeting if you would like.

Sincerely,

VINCE CRAWFORD

Senior Account Executive

Great Lakes Area

vcrawford@wm.com

440 226 6321 Cell

9954 Old State Rd

Chardon, OH 44024



Alliance Council delays vote on Kimble rate hike over garbage service concerns

CantonRep.com | THE REPOSITORY

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Advertisement

List of Accomplishments

- Finding a Finance Director that could and would dedicate his/her efforts to the city when it was desperately needed. This director was able to find and pin point where the funds were being spent and how to correct the spending situation.
- Signing off and making sure our investments are secure and not in funds that violate our investment policies or the ORC, with the recommendation of the Finance Director
- Found Law Director
- Found Prosecutor
- Saved the City well over \$100k by not having to pay a City Manager for almost a year.
- Saved the City well over \$180k dollars in health care costs first year by changing carriers.
- Working to save the city \$10k by researching bills that should not be paid.
- Updated the utility office with a machine to run checks through to the bank without an employee having to write out deposit slips and take them to the bank. Savings of about \$5k annually.
- Updated the utility office by having them do monthly audits on the performance of the new meters. First month's audit caught 3 commercial customers being under billed for our electric services.
- Cut internal office supply costs. One example shredder costing \$150 monthly we are now paying \$38.00 per month.
- Coming up with creative ways to cut costs.
- Implemented a payroll system. Savings of about \$8k annually.
- Implemented an employee time clock.
- Implemented a time off calendar so we can keep more accurate records of these types of requests.
- Implemented a GPS system that will track city vehicles.
- Implemented FMLA documents that the city never had before.
- Updated the City's inventory list for the property insurance that hadn't been updated in well over 5 years.
- Required staff to use emails that are directly related to the city (.gov). No more Gmail accounts.
- Assigned a dedicated email address for public records request.
- Updating social media platforms to get information out to the public. Set up social media for the different departments so they can inform the public of issues also.
- Implemented employee/supervisor evaluation forms. Evaluations have not been done on employees for well over 10 years.
- Assessment of each department's needs regarding staff and equipment.

- Staff meetings to encourage workers to bring forward issues that they may be experiencing.
- Encourage and lift the morale of the employees while insisting on efficiency and productivity.
- Worked with council to dedicate the bell in the courtyard to the school system.
- Worked with the developers to update the courtyard for SCOPE.
- Working with economic development committee to bring Dunkin Donuts to reality. Putting together a letter of intent. Finding out from each department costs to the city for the project.
- Applying for a second \$250k grant to the clean up on the city owned Rt 5 property.
- Finalizing the NOPEC grant for the Commerce Association's Spring Peddler.
- Mosquito grant for the road department. 2 years
- Saved the city over \$380k in healthcare costs for 2022 with new plan implementations.
- \$2.9 million dollar forgiveness loan for Scott Street
- Applied for a \$5 million dollar grant for parks
- Applied for \$2 million dollar grant for river project
- Applied for a grant for charging stations
- Applied for 3 road projects
- Working on grants for the Dam's and their repair
- Working with the supervisors to update pay ranges for employee retention
- Set up "back up" programs for employees and their positions
- Fully staffed the electric department
- Fully staffed water plant
- Fully staffed water distribution
- Working on fully staffing the road department
- Christmas in the Village
- First city Easter Egg Hunt
- Senior Kitchen
- Movie night for kids
- Town hall meetings to encourage village participation (Civic pride workshop, 2 revitalization townhalls, 2 trash talk townhalls, 2 townhalls for Scott Street)
- Tire recycling grant
- Go green grant 2 years for senior service day
- Go green grant for community clean up
- Creation of electric and water department Facebook pages
- Cut phone bill costs by verifying lines being used with Finance Department
- Instituted a "higher archy" for Supervisor redundancy
- Re-established the crew chief positions and pay scales
- Standardized the D pay program

- Re-established the Neighborhood development program
- Worked with supervisors to get necessary equipment for their departments
- Reviewing inventory of vehicles saving money on insurance costs
- Worked with government officials during their investigations
- Setting up new website protocols
- Signed a contract for returning the video recordings of council meetings to cable channel and our website
- Currently in the process of developing more family-oriented community programs/events with no cost to the village
- Working with community organizations to develop events for the community
- Brought back voting to the municipal center
- Hosted Red cross blood drives
- Hosted Vaccination clinics
- Working to expand the military banners program adding 2 new banners every year
- Working on some downtown area improvement programs relating to tourism.
- Instituted a department of the month to improve employee moral
- Instituted a "helping hand" award for employees who do random acts of kindness throughout the village
- Gave departments flexibility on uniforms to cut costs for the village

There are many more things in the works and I cannot go into details as they are in the process of being worked on.

This is not an exhaustive list of things, but some highlights of the accomplishments that have been done since I started a year and a half ago

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.

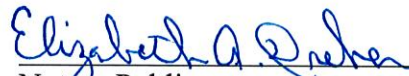
Kimble Recycling & Disposal, Inc.

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			5D6-84-80---23	05/17/2022	05/17/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
	<input checked="" type="checkbox"/> Defense outside limit		MED EXP (Any one person) \$ 10,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		PERSONAL & ADV INJURY \$ 1,000,000				
A	AUTOMOBILE LIABILITY				5E6-84-80---23	05/17/2022	05/17/2023
	<input checked="" type="checkbox"/> ANY AUTO	Y	PRODUCTS - COMP/OP AGG \$ 3,000,000				
	<input checked="" type="checkbox"/> OWNED AUTOS ONLY		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY		BODILY INJURY (Per person) \$				
B	<input checked="" type="checkbox"/> EXCESS LIAB				GVE100180606	05/17/2022	05/17/2023
	<input checked="" type="checkbox"/> UMBRELLA LIAB	Y	PROPERTY DAMAGE (Per accident) \$				
	<input type="checkbox"/> CLAIMS-MADE		CA9948 Pollution Liab \$ 1,000,000				
	<input type="checkbox"/> RETENTION \$ 10,000		EACH OCCURRENCE \$ 5,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				5D6-84-80---23 (Employers Liab)	05/17/2022	05/17/2023
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>	E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below		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
			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", written over a horizontal line.

Health Commissioner

A handwritten date "11/30/22" in blue ink, written over a horizontal line.

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

\$4.00

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
<hr/>				
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	-
<hr/>				
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
<hr/>				
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	-
<hr/>				
Grand Total:		16,616,788.65	16,719,066.33	102,277.68

VILLAGE OF NEWTON FALLS, OHIO
RESOLUTION NO.: 08-2023
SPONSOR: Councilperson Baryak

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL ("NOPEC") 2023 ENERGIZED
COMMUNITY GRANT FUNDS**

WHEREAS, the Village of Newton Falls is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grants ("NEC Grants") for 2023 as provided for in the NEC Grant Program guidelines; and

WHEREAS, the Village desires to enter into a Grant Agreement with NOPEC to receive one or more NEC grants.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Newton Falls, Ohio:

SECTION 1. That the Council of the Village of Newton Falls finds and determines it is in the best interests of the Village to enter into a Grant Agreement with NOPEC, Inc. to receive one or more 2023 NEC Grants, which Agreement is identical to or in substantially similar form to the Grant Agreement that is attached hereto. Council further authorizes the City Manager to execute the Grant Agreement and accept any 2023 NEC Grants.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution 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. This Resolution shall take effect immediately upon adoption in accordance with Article III, Section 22 of the Charter of Newton Falls.

PASSED IN COUNCIL THIS 17th DAY OF MAY, 2023.

Kenneth A. Kline, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Bradric T. Bryan, Law Director

NOPEC 2023 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and the Village of Newton Falls, Trumbull County, Ohio (“Grantee”); (“Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2023 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2023 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance with the program policies must be submitted by November 30, 2025. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2023 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2023, expire on December 31, 2023, and be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year, Grantee is no longer a NOPEC member in good standing as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access, and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine, and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council

and its consultant(s) in order to measure, verify, and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee") and Grantee, shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws, or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee and be non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests, and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:
Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: City Manager
Name: Pamela Priddy
612 E. Broad Street
Newton Falls, Ohio 44444

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive, and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its City Manager or Director of Finance to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

Village of Newton Falls, Ohio

Individual Authorized by Grantee's
Legislation

By:_____

Title: City Manager

Date:_____

GRANTOR:

NOPEC, INC.

By:_____

Title:_____

Date:_____

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2023-18
SPONSOR: Councilperson Baryak

**AN ORDINANCE ESTABLISHING SECTION 141.07 OF THE ADMINISTRATIVE
CODE PERTAINING TO THE POLICE CHIEF**

WHEREAS, the Council desires to establish Section 141.07 of the Village Administrative Code that designates the Police Chief position as a part-time, 20 hour per week position.

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

SECTION 1. That Council hereby and herein enacts Section 141.07 of the Village Administrative Code pertaining to the position of Village Police Chief, as set forth in the attachment hereto that is incorporated herein by reference. The salary for the part-time position of Police Chief shall be \$36,000 per annum, prorated based upon the effective date of this Ordinance.

SECTION 2. That any portions of any ordinances that are in conflict herewith are hereby repealed.

SECTION 3. 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 4. That this Ordinance shall be effective as of the earliest date permitted by law.

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

141.07 POLICE CHIEF.

The position of Police Chief shall be a part-time twenty hour per week position. The salary for the position shall be as provided by Council.