



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, May 20, 2026; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Brian Kropp
Ward 2	Brian Axiotis
Ward 3	Robert Burke
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
Interim City Manager	Kathleen King
Law Director	Jeff Limbian
Asst. Law Director	Gary Van Brocklin
Finance Director	Pamela Hileman
Clerk of Council	Michael Acomb
Police Chief	John Barco

- I. Call to Order**
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
- IV. Changes To Tonight’s Agenda**
- V. Special Presentations by Staff Members or Invited Consultants**
- VI. Public Comments (Agenda Items Only)**
- VII. Motion to Recess into Executive Session (If Necessary)**

MOTION

Motion to enter executive session pursuant to Ohio Revised Code 121.22(G)(1) to consider the employment, appointment, promotion, compensation, or dismissal of a public employee or official.

- VIII. Reports**
 - a. Mayor
 - b. Council Members
 - c. Law Director

- IX. Approval of Previous Minutes**
 Regular Meeting Minutes May 6, 2026

- X. Public Hearings**

- XI. Unfinished Business**

- XII. New Business**

ORDINANCE 2026-24

Sponsors: Councilpersons Stimpert, Axiotis

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

ORDINANCE 2026-25 Sponsors: Councilpersons Burke, Axiotis
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A
LEASE/PURCHASE AGREEMENT WITH STATWIDE FORD FOR A 2026 FORD
UTILITY INTERCEPTER VEHICLE WITH POLICE PACKAGE FOR THE POLICE
DEPARTMENT.

ORDINANCE 2026-26 Sponsors: Councilpersons Axiotis, Rufener
AN ORDINANCE ESTABLISHING THE JOB CLASS & PAY GRADE SCHEDULES FOR
CITY EMPLOYEES FOR THE CALENDAR YEAR OF 2026

RESOLUTION 10-2026 Sponsors: Councilpersons Burke, Stimpert
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AND
EXECUTE A CONTRACT WITH TIM LALLY CHEVROLET, INC. FOR THE PURCHASE
OF A 2026 CHEVROLET SILVERADO.

- XIII. **Public Comments**
- XIV. **Closing Remarks**
- XV. **Adjournment**



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
 Wednesday, May 6, 2026; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Brian Kropp
Ward 2	Brian Axiotis
Ward 3	Robert Burke
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
Interim City Manager	Kathleen King
Law Director	Jeff Limbian
Assistant Law Director	Gary Van Brocklin
Finance Director	Pamela Hileman
Clerk of Council	Michael Acomb
Police Chief	John Barco

- I. **Call to Order**
 Mayor Hanson called the meeting to order at 6:12 pm.
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
 Mayor Hanson asked Mr. Acomb to call the roll.
 Council Present: Councilperson Axiotis, Councilperson Kropp, Councilperson Burke, Councilperson Stimpert, Councilperson Rufener, Mayor Hanson.
 Council Absent: None.
 Staff Present: Clerk Acomb, Asst. Law Director Gary Van Brocklin, Interim City Manager King.
 Staff Absent: Chief Barco, Finance Director Hileman.
- IV. **Changes To Tonight’s Agenda**
 Ms. Stimpert made a motion to move Resolution 09-2026 to Section 5. Second by Mr. Kropp.
 No discussion.
 Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The resolution passed 5-0.
- V. **Special Presentations by Staff Members or Invited Consultants**
 RESOLUTION 09-2026 Sponsors: Stimpert, Axiotis, Kropp
 A RESOLUTION HONORING CHAD RANKIN ATHLETIC DIRECTOR AT NEWTON FALLS EXEMPTED VILLAGE SCHOOLS
 Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Stimpert. Second by Kropp.
 No discussion.
 Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The resolution passed 5-0.
 Mr. Acomb read the resolution aloud and offered congratulations.
- VI. **Public Comments (Agenda Items Only)**
 Julie Lemon – 609 Ridge Road
 She argued that emergency measures were being used to “fast track decisions, limit public input and bypass normal process,” particularly regarding the proposed AMP

transmission asset sale. Lemon said the pattern was eroding public trust and forcing residents into legal action simply to ensure the charter was followed. She also referenced her own research into the original referendum ordinance, questioning whether council was properly interpreting its authority and emphasizing that residents deserved more transparency and justification than simply being told to “trust” officials that the matter constituted an emergency.

VII. Reports

- a. Mayor – He commented on the honor that Chad Rankin received tonight stating that it was a well-deserved accolade.
- b. Council Members
 - i. Ward 1 – He reported that he had spent the previous weeks speaking with constituents about village issues and helping connect residents with the appropriate officials or departments. He also attended several regional chamber and economic development events, where discussions focused on community growth, residential and business development, and strengthening partnerships with neighboring communities and agencies. Kropp emphasized the importance of Newton Falls becoming more engaged regionally and presenting itself as open to collaboration, investment, and future development opportunities while maintaining the village’s identity.
 - ii. Ward 2 – No report.
 - iii. Ward 3 – No report.
 - iv. Ward 4 – He praised the recognition ceremony for Athletic Director Chad Rankin and described it as a “lovely little slice of Americana,” saying it was important to honor community members who volunteer their time and contribute positively to Newton Falls. Rufener emphasized that people like Rankin deserve recognition for their service and dedication to the community.
 - v. At-Large – No report.
- c. Interim City Manager – She read from a prepared statement (enclosed).
 - i. Mr. Rufener clarified that we will now be able to update the website ourselves. Mr. Kropp asked about a new website and she stated that the contract for that had not been executed and the Village parted ways.
- d. Asst. Law Director – He reported that he had been working on legal matters involving the village, including responsive pleadings related to a recently filed lawsuit and discovery work connected to the criminal case involving former city manager Pam Priddy. He noted that the discovery process involved a large volume of documents that had been sent out earlier that day. He also shared positive personal observations about Newton Falls, describing friendly interactions with residents and local business owners and saying he had received a warm welcome from both the community and village administration. He praised the town’s welcoming atmosphere and sense of community pride.

Mr. Kropp made a motion to take a 5 minutes recess to allow the videographer to repair the sound on the live stream. Second by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The minutes were approved.

VIII. Approval of Previous Minutes

Mayor Hanson asked for a motion to approve the Special Meeting Minutes April 6, 2026. Moved

by Stimpert. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-abstain; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The minutes were approved.

Mayor Hanson asked for a motion to approve the Regular Meeting Minutes April 15, 2026.

Moved by Kropp. Second by Stimpert.

Mr. Kropp made a motion to amend the minutes whereas the reports for Ward 1 and Ward 2 needed to flip-flopped. Second by Stimpert.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion to amend passed 5.0.

Mr. Kropp made a motion to approve the minutes as amended. Second by Stimpert.

No discussion

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-abstain; Mr. Rufener-yes; Ms. Stimpert-yes. The motion to amend passed 4-0.

Mayor Hanson asked for a motion to approve the Emergency Meeting Minutes April 15, 2026.

Moved by Rufener. Second by Kropp.

Mr. Rufener made a motion to amend the minutes to accurately reflect the absence of Mr. Burke.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-abstain; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The minutes were amended.

Mr. Rufener made a motion to approve the minutes as amended. Second by Mr. Kropp.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-abstain; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 4-0. The minutes were approved as amended.

IX. Public Hearings

None.

X. Unfinished Business

None.

XI. New Business

RESOLUTION 08-2026

Sponsors: Kropp, Axiotis

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH THOMAS FOK & ASSOCIATES, INC. FOR GENERAL ENGINEERING SERVICES FOR THE YEAR

Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Stimpert. Second by Kropp.

Councilman Brian Kropp asked for clarification about the purpose of the agreement and how the engineering firm would be used. The city manager explained that one of the first priorities would be updating the village's infrastructure inventory and preparing engineering estimates for future OPWC and Issue 2 grant applications. She noted that the contract would also allow the village to use the firm for general engineering review work as needed and that the village would only pay for services actually used. Assistant Law Director Gary Van Brocklin added that he had previously worked with Thomas Fok and Associates in another community and described the firm as experienced and reputable, particularly for infrastructure and highway-related projects. Kropp also asked whether the engineering work could potentially coordinate with the village's new comprehensive plan commission, though the mayor indicated they were separate efforts.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The resolution passed 5-0.

ORDINANCE 2026-21 Sponsors: Rufener, Axiotis
AN EMERGENCY ORDINANCE REPEALING UNCODIFIED ORDINANCE 2026-18
Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Axiotis. Second by Rufener.

Councilman Brian Axiotis asked whether the need for the repeal was because the wrong attachment had originally been included with the ordinance and whether the issue was mainly financial. Assistant Law Director Gary Van Brocklin explained that the prior ordinance had been prepared during the former administration and mistakenly contained the wrong contract. He stated the village needed to repeal that ordinance in order to properly move forward with the corrected pump replacement agreement. Van Brocklin also explained that the original proposal involved a Canadian pump supplier, which created concerns because of tariffs and availability, making the revised local option more practical while still ensuring the village could maintain required EPA wastewater compliance standards.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The ordinance was adopted 5-0. First Reading.

ORDINANCE 2026-21 Sponsors: Rufener, Axiotis
AN EMERGENCY ORDINANCE REPEALING UNCODIFIED ORDINANCE 2026-18
Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Rufener. Second by Axiotis.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The ordinance was adopted 5-0. Final Reading.

ORDINANCE 2026-22 Sponsors: Stimpert, Rufener
AN EMERGENCY UNCODIFIED ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A
REPLACEMENT WASTEWATER PUMP FOR THE WASTEWATER TREATMENT
PLANT

Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Axiotis. Second by Kropp.

Councilman Kevin Rufener explained that the ordinance involved moving to a new, more local vendor that could provide equipment, parts, and service more quickly than the previously proposed Canadian supplier. He stated that using a domestic provider would help avoid tariff complications and improve response time for maintenance and repairs. Rufener also emphasized that the wastewater plant was currently operating with only two of its three pumps, making the replacement necessary to maintain Ohio EPA compliance and proper wastewater discharge operations.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The ordinance was adopted 5-0. First Reading.

ORDINANCE 2026-22 Sponsors: Stimpert, Rufener
AN EMERGENCY UNCODIFIED ORDINANCE AUTHORIZING THE CITY MANAGER
TO ENTER INTO A CONTRACT FOR THE PURCHASE AND INSTALLATION OF A
REPLACEMENT WASTEWATER PUMP FOR THE WASTEWATER TREATMENT

PLANT

Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Stimpert. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The ordinance was adopted 5-0. Final Reading.

ORDINANCE 2026-23

Sponsors: Stimpert, Rufener

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 2026-19
AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE
VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE VILLAGE
MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN
OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE,
AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND
TRANSFER OF PROPERTY

Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Stimpert. Second by Rufener.

Councilman Brian Axiotis asked Assistant Law Director Gary Van Brocklin whether there were any concerns about taking action on the ordinance while related legal matters were ongoing. Van Brocklin responded that there were no concerns with proceeding.

Roll Call Vote: Mr. Axiotis-abstain; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The ordinance was adopted 4-0. First Reading.

ORDINANCE 2026-23

Sponsors: Stimpert, Rufener

AN EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 2026-19
AUTHORIZING THE SALE OF REAL AND PERSONAL PROPERTY OWNED BY THE
VILLAGE TO AMP TRANSMISSION, LLC AND AUTHORIZING THE VILLAGE
MANAGER TO EXECUTE AN ASSET PURCHASE AND SALE AGREEMENT, AN
OPERATIONS AND MAINTENANCE SERVICE AGREEMENT, A GROUND LEASE,
AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE AND
TRANSFER OF PROPERTY

Mayor Hanson read the resolution by title only and called for a motion to adopt the resolution. Moved by Rufener. Second by Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-abstain; Mr. Kropp-yes; Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The ordinance was adopted 4-0. Final Reading.

XII. Public Comments

Julie Lemon – 609 Ridge Road

Julie Lemon criticized council for what she believed was a continued failure to follow the village charter regarding abstentions from voting. She argued that council had improperly allowed Councilman Brian Axiotis to abstain on votes related to the AMP ordinance without formally approving the abstention, referencing Article Three, Section 23, Part B of the charter. Lemon stated that similar abstentions had previously been challenged involving another council member and accused council of inconsistently applying the rules. She urged council to “do it the right way,” saying residents deserved adherence to the charter and proper checks and balances. Lemon also emphasized that she was not trying to be confrontational, but wanted council to follow the law and respect the form of government approved by voters.

Tina Millner – Warren, OH

Warren Councilwoman Tina Milner explained that she attended the Newton Falls meeting as part of her research into implementing live streaming for Warren City Council meetings. She said Warren currently does not livestream its council, caucus, or committee meetings, and as chair of Warren's live streaming and media committee, she had been visiting other communities to evaluate different systems and approaches. Milner praised Newton Falls for its setup and said she hoped Warren residents would soon be able to watch their meetings online as well. She also shared information from Warren's engineering department regarding wastewater treatment infrastructure, encouraging Newton Falls officials to speak with Warren engineer Paul Makowski about possible alternatives and regional coordination opportunities that could potentially save the village money, particularly with upcoming county water line projects in Trumbull County.

XIII. Closing Remarks

- a. Mayor – He discussed the recent installation of electrical outlets and utility hookups in the downtown area intended to support festivals, holiday events, and community gatherings such as the Fourth of July and Christmas celebrations. He acknowledged that some residents and business owners had raised concerns about the appearance of the electrical stubs, but emphasized that the village had invested significant money into the project to improve safety and convenience by eliminating the need for generators, extension cords, and temporary wiring during events. Hanson stated that the upgrades were designed to support the village's community-focused atmosphere and event traditions. He also suggested that decorative covers or sleeves could potentially be added in the future, possibly with involvement from the Merchants Association, to improve the appearance of the installations while still preserving their functionality.
- b. Council Members
 - i. Ward 1 – He responded to criticism directed at council and said it becomes frustrating when officials are repeatedly accused of wrongdoing while trying to improve the village. He emphasized that council members are attempting to work collaboratively, build relationships outside the community, and create opportunities that will benefit Newton Falls and the region as a whole. Kropp specifically thanked Warren Councilwoman Tina Milner for attending the meeting and said partnerships and communication with neighboring communities are important for sharing ideas and encouraging regional growth. He also addressed concerns about the new downtown electrical infrastructure, stating that while improvements are necessary, village officials should continue seeking feedback from business owners and residents before making decisions that affect the community. Kropp concluded by stressing the importance of open communication and public engagement moving forward.
 - ii. Ward 2 – Councilman Brian Axiotis responded directly to criticism from members of the public regarding abstentions on council votes. He argued that accusations claiming council was violating the charter were based on an incorrect reading of the rules. Axiotis specifically referenced the charter language allowing abstentions in cases involving conflicts of interest or appearances of impropriety, explaining that because he works for a competitor to AMP Transmission LLC, he believed abstaining from the vote was appropriate and permitted under the charter. He expressed frustration with what he described as repeated incorrect accusations

against council and urged residents to fully read the charter before making claims about procedural violations.

- iii. Ward 3 – He congratulated Athletic Director Chad Rankin for the statewide recognition he received and praised the positive attention Newton Falls schools are receiving. Burke also commented that it was good to see young people attending the council meeting, noting that civic participation and seeing local government in action is important for students and the community.
- iv. Ward 4 – No remarks.
- v. At-Large – Councilwoman Julie Stimpert provided an update on the fire board and emergency services operations. She announced that the next fire board meeting would be held on May 19 and noted that evening staffing shifts had officially started on May 1. She explained that the department currently had four personnel available to operate a combination unit and special unit. She also mentioned that officials were reviewing two older vehicles with high mileage and extensive idle hours as part of ongoing equipment evaluations for the department.

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

None.

XV. Adjournment

Kropp made a motion to adjourn the regular meeting. Second by Stimpert

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The meeting was adjourned at 7:07 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-24
SPONSOR: Councilpersons Stimpert, Axiotis

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

WHEREAS, the Village’s current solid waste collection and disposal contract expires on July 31, 2026, and

WHEREAS, the Village advertised for bids pursuant to law for a new 3-year solid waste collection and disposal contract with recycling, with an additional 2-year option; and

WHEREAS, the bids were publicly opened on May 6, 2026; and

WHEREAS, the City Manager and Council have reviewed the bid packages that were submitted, and Council has determined that the bid proposal of Ohio Valley Waste. (“Ohio Valley Waste”) of Youngstown, 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 Ohio Valley Waste, bid and enter into a 3-year contract with Ohio Valley Waste for the collection and disposal of residential and commercial solid waste and recycling, commencing on August 1, 2026. Said agreement shall substantially conform to the Contract Documents & Bid Specifications issued by the Village on April 20, 2026, and Ohio Valley Wastes bid proposal (quoting a price of \$18.76 per month for a 96 gallon mobile cart and mobile recycling cart (\$20.50 additional 2 year option), \$30.00 per month for 10 bags in lieu of cart service (\$32.00 additional 2 year option), \$2.45 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.

ORDINANCE NO. 2023-16
PAGE TWO

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Gary VanBrocklin, Assistant Law Director

RESIDENTIAL

For Residential Units as described herein, subject to those exceptions permitted, the Contractor shall provide refuse and garbage collection of weekly households 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 residents 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 \$ 23.48
Additional 24 month option \$ 25.18

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, 612 W. Broad, Newton Falls, Ohio.

Bags of ten (10) in lieu of residential cart service.
36 month contract \$ 36.00
Additional 24 month option \$ 38.50

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

One cart for recycling to be picked up bi-weekly.

Mobile Recycling Cart
36 month contract \$ 5.25/month for bag customers
Additional 24 month option \$ 5.70/month for bag customers
Included for full service customers
Included for full service customers

Additional cart per unit
36 month contract \$ 2.50/month
Additional 24 month option \$ 2.75/month

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

ALTERNATE BID

RESIDENTIAL

For Residential Units as described herein, subject to those exceptions permitted, the Contractor shall provide refuse and garbage collection of weekly households 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 residents 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:	Year 1 - 22.78
	Year 2 - 23.32
36 month contract	\$ <u>Year 3 - 23.99</u>
Additional 24 month option	\$ -----> Option Year 1 - 24.68
	Option Year 2 - 25.51

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, 612 W. Broad, Newton Falls, Ohio.

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

36 month contract	\$ <u>36.00</u>
Additional 24 month option	\$ <u>38.50</u>

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

One cart for recycling to be picked up bi-weekly.

Mobile Recycling Cart

36 month contract	\$ <u>\$5.25/month for bag customers</u> <u>Included for full service customers</u>
Additional 24 month option	\$ <u>\$5.70/month for bag customers</u> <u>Included for full service customers</u>

Additional cart per unit

36 month contract	\$ <u>2.50/month</u>
Additional 24 month option	\$ <u>2.75/month</u>

*** 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
1	Air Conditioner (window)*	1	EA	35** or 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** or 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** or 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	35** or 150	Thirty five** 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 and tagged properly.

***\$35 for normal size TVs/\$100 for TVs requiring 2 workers

COMMERCIAL & INDUSTRIAL

- 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 W. 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 15" and August 15",
 - 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 customers 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	<u>\$78.12</u>
	twice per week	<u>\$147.28</u>
	bi-weekly	<u>\$43.55</u>
	monthly	<u>\$38.42</u>
3 cubic yard dumpster	once per week	<u>\$88.37</u>
	twice per week	<u>\$167.76</u>
	bi-weekly	<u>\$49.94</u>
	monthly	<u>\$38.42</u>
4 cubic yard dumpster	once per week	<u>\$99.89</u>
	twice per week	<u>\$188.26</u>
	bi-weekly	<u>\$56.35</u>
	monthly	<u>\$44.82</u>
6 cubic yard dumpster	once per week	<u>\$122.94</u>
	twice per week	<u>\$230.52</u>
	bi-weekly	<u>\$69.16</u>
	monthly	<u>\$57.64</u>
8 cubic yard dumpster	once per week	<u>\$153.68</u>
	twice per week	<u>\$279.18</u>
	bi-weekly	<u>\$89.64</u>
	monthly	<u>\$70.44</u>

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

20 cubic yard roll off	Per Haul	<u>\$217.28</u>
	Per Ton	<u>\$54.50</u>
	Rental	<u>\$5/day after 7 days</u>
	Monthly	<u>N/A</u>
30 cubic yard roll off	Per Haul	<u>\$217.28</u>
	Per Ton	<u>\$54.50</u>
	Rental	<u>\$5/day after 7 days</u>
	Monthly	<u>N/A</u>
40 cubic yard roll off	Per Haul	<u>\$217.28</u>
	Per Ton	<u>\$54.50</u>
	Rental	<u>\$5/day after 7 days</u>
	Monthly	<u>N/A</u>

CARDBOARD CONTAINERS

4 cubic yard dumpster	once per week	<u>\$110.14</u>
	twice per week	<u>\$208.75</u>
	bi-weekly	<u>\$66.60</u>
	monthly	<u>\$51.23</u>
6 cubic yard dumpster	once per week	<u>\$117.82</u>
	twice per week	<u>\$222.84</u>
	bi-weekly	<u>\$76.84</u>
	monthly	<u>\$57.64</u>
8 cubic yard dumpster	once per week	<u>\$130.63</u>
	twice per week	<u>\$240.77</u>
	bi-weekly	<u>\$96.05</u>
	monthly	<u>\$70.44</u>

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 \$510/pull for additional 20 yard pull

COMMERCIAL & INDUSTRIAL DUMPSTERS (Additional 24 Month Mutual Option)

2 cubic yard dumpster	once per week	<u>\$84.37</u>
	twice per week	<u>\$159.06</u>
	bi-weekly	<u>\$47.03</u>
	monthly	<u>\$41.49</u>
3 cubic yard dumpster	once per week	<u>\$95.44</u>
	twice per week	<u>\$181.19</u>
	bi-weekly	<u>\$53.94</u>
	monthly	<u>\$41.49</u>
4 cubic yard dumpster	once per week	<u>\$107.88</u>
	twice per week	<u>\$203.32</u>
	bi-weekly	<u>\$60.85</u>
	monthly	<u>\$48.41</u>
6 cubic yard dumpster	once per week	<u>\$132.78</u>
	twice per week	<u>\$248.96</u>
	bi-weekly	<u>\$74.69</u>
	monthly	<u>\$62.25</u>

8 cubic yard dumpster	once per week	<u>\$165.97</u>
	twice per week	<u>\$301.52</u>
	bi-weekly	<u>\$96.82</u>
	monthly	<u>\$76.07</u>

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

20 cubic yard roll off	Per Haul	<u>\$234.66</u>
	Per Ton	<u>\$56.50</u>
	Rental	<u>\$5/Day after 7 Days</u>
	Monthly	<u>N/A</u>

30 cubic yard roll off	Per Haul	<u>\$234.66</u>
	Per Ton	<u>\$56.50</u>
	Rental	<u>\$5/Day after 7 Days</u>
	Monthly	<u>N/A</u>

40 cubic yard roll off	Per Haul	<u>\$234.66</u>
	Per Ton	<u>\$56.50</u>
	Rental	<u>\$5/Day after 7 Days</u>
	Monthly	<u>N/A</u>

CARDBOARD CONTAINERS

4 cubic yard dumpster	once per week	<u>\$118.95</u>
	twice per week	<u>\$225.45</u>
	bi-weekly	<u>\$71.92</u>
	monthly	<u>\$55.33</u>

6 cubic yard dumpster	once per week	<u>\$127.25</u>
	twice per week	<u>\$240.66</u>
	bi-weekly	<u>\$82.99</u>
	monthly	<u>\$62.25</u>

8 cubic yard dumpster	once per week	<u>\$141.08</u>
	twice per week	<u>\$260.03</u>
	bi-weekly	<u>\$103.74</u>
	monthly	<u>\$76.07</u>

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 \$550/pull for additional 20 yard pull

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RESIDENTIAL

For Residential Units as described herein, subject to those exceptions permitted, the Contractor shall provide refuse and garbage collection of weekly households 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 residents 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 \$ 18.76
Additional 24 month option \$ 20.50

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, 612 W. Broad, Newton Falls, Ohio.

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

36 month contract \$ 30.00
Additional 24 month option \$ 32.00

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 \$ 2.45
Additional 24 month option \$ 2.45

*** 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
1	Air Conditioner (window)*	1	EA	\$100.00	One Hundred Dollars
2	Automobile parts (per container, subject to 50 lb limit)	1	EA	\$30.00	Thirty Dollars
3	Bath Tub	1	EA	\$35.00	Thirty-five Dollars
4	Bulk approved construction material (per container, subject to 50 lb. limit)	1	EA	\$30.00	Thirty Dollars
5	Chair (upholstered)	1	EA	\$30.00	Thirty Dollars
6	Chair (wood)	1	EA	\$10.00	Ten Dollars
7	Dehumidifier*	1	EA	\$100.00	One Hundred Dollars
8	Dishwasher	1	EA	\$30.00	Thirty Dollars
9	Dryer	1	EA	\$30.00	Thirty Dollars
10	Freezer*	1	EA	\$100.00	One Hundred Dollars
11	Hot water tank	1	EA	\$30.00	Thirty Dollars
12	Incinerator	1	EA	\$35.00	Thirty-five Dollars
13	Loose material (per container, subject to 50 lb limit)	1	EA	\$25.00	Twenty-five Dollars
14	Mattress (bagged)	1	EA	\$30.00	Thirty-Dollars
15	Refrigerator*	1	EA	\$100.00	One Hundred Dollars
16	Shower/tub unit	1	EA	\$35.00	Thirty-five Dollars
17	Sink	1	EA	\$20.00	Twenty Dollars
18	Sofa	1	EA	\$35.00	Thirty-five Dollars
19	Springs	1	EA	\$25.00	Twenty-five Dollars
20	Stationary tubs	1	EA	\$35.00	Thirty-five Dollars
21	Stove/oven	1	EA	\$30.00	Thirty Dollars
22	Swing set (disassembled)	1	EA	\$30.00	Thirty Dollars
23	Table	1	EA	\$30.00	Thirty Dollars
24	Television	1	EA	\$65.00	Sixty-five Dollars
25	Tires, on rims (automobile, limit to 4 per collection)	1	EA	\$75.00	Seventy-five Dollars
26	Tires, rimless (automobile, limit to 4 per collection)	1	EA	\$75.00	Seventy-five Dollars
27	Toilet and tank	1	EA	\$30.00	Thirty Dollars
28	Washer	1	EA	\$30.00	Thirty Dollars

*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 and tagged properly.

***\$35 for normal size TVs/\$100 for TVs requiring 2 workers

COMMERCIAL & INDUSTRIAL

- 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 W. 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 15" and August 15",
 - 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 customers 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	\$ 70.00
	twice per week	\$ 135.00
	bi-weekly	\$ 40.00
	monthly	\$ 30.00
3 cubic yard dumpster	once per week	\$ 80.00
	twice per week	\$ 145.00
	bi-weekly	\$ 45.00
	monthly	\$ 35.00
4 cubic yard dumpster	once per week	\$ 90.00
	twice per week	\$ 170.00
	bi-weekly	\$ 50.00
	monthly	\$ 40.00
6 cubic yard dumpster	once per week	\$ 110.00
	twice per week	\$ 207.00
	bi-weekly	\$ 62.00
	monthly	\$ 47.00
8 cubic yard dumpster	once per week	\$ 135.00
	twice per week	\$ 250.00
	bi-weekly	\$ 82.00
	monthly	\$ 57.00

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

20 cubic yard roll off	Per Haul	\$ 195.00
	Per Ton	\$ 50.00
	Rental	\$ 95.00
	Monthly	-0-
30 cubic yard roll off	Per Haul	\$ 195.00
	Per Ton	\$ 50.00
	Rental	\$ 95.00
	Monthly	-0-
40 cubic yard roll off	Per Haul	\$ 195.00
	Per Ton	\$ 50.00
	Rental	\$ 95.00
	Monthly	-0-

CARDBOARD CONTAINERS

4 cubic yard dumpster	once per week	<u>\$ 85.00</u>
	twice per week	<u>\$ 170.00</u>
	bi-weekly	<u>\$ 60.00</u>
	monthly	<u>\$ 46.00</u>
6 cubic yard dumpster	once per week	<u>\$ 95.00</u>
	twice per week	<u>\$ 175.00</u>
	bi-weekly	<u>\$ 65.00</u>
	monthly	<u>\$ 48.00</u>
8 cubic yard dumpster	once per week	<u>\$ 105.00</u>
	twice per week	<u>\$ 195.00</u>
	bi-weekly	<u>\$ 70.00</u>
	monthly	<u>\$ 52.00</u>

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 \$42.00

COMMERCIAL & INDUSTRIAL DUMPSTERS (Additional 24 Month Mutual Option)

2 cubic yard dumpster	once per week	<u>\$ 70.00</u>
	twice per week	<u>\$ 135.00</u>
	bi-weekly	<u>\$ 40.00</u>
	monthly	<u>\$ 30.00</u>
3 cubic yard dumpster	once per week	<u>\$ 80.00</u>
	twice per week	<u>\$ 145.00</u>
	bi-weekly	<u>\$ 45.00</u>
	monthly	<u>\$ 35.00</u>
4 cubic yard dumpster	once per week	<u>\$ 90.00</u>
	twice per week	<u>\$ 170.00</u>
	bi-weekly	<u>\$ 50.00</u>
	monthly	<u>\$ 40.00</u>
6 cubic yard dumpster	once per week	<u>\$ 110.00</u>
	twice per week	<u>\$ 207.00</u>
	bi-weekly	<u>\$ 62.00</u>
	monthly	<u>\$ 47.00</u>

8 cubic yard dumpster	once per week	\$ 135.00
	twice per week	\$ 250.00
	bi-weekly	\$ 82.00
	monthly	\$ 57.00

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

20 cubic yard roll off	Per Haul	\$ 195.00
	Per Ton	\$ 50.00
	Rental	\$ 95.00
	Monthly	

30 cubic yard roll off	Per Haul	\$ 195.00
	Per Ton	\$ 50.00
	Rental	\$ 95.00
	Monthly	

40 cubic yard roll off	Per Haul	\$ 195.00
	Per Ton	\$ 50.00
	Rental	\$ 95.00
	Monthly	

CARDBOARD CONTAINERS

4 cubic yard dumpster	once per week	\$ 85.00
	twice per week	\$ 170.00
	bi-weekly	\$ 60.00
	monthly	\$ 46.00

6 cubic yard dumpster	once per week	\$ 95.00
	twice per week	\$ 175.00
	bi-weekly	\$ 65.00
	monthly	\$ 48.00

8 cubic yard dumpster	once per week	\$ 105.00
	twice per week	\$ 195.00
	bi-weekly	\$ 70.00
	monthly	\$ 52.00

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 \$42.00

Garbage Contract

Here is a quick breakdown of the residential costs:

Service	Current Kimble	Bid Ohio Valley Waste	Bid Kimble
96 Gallon Cart	\$21.93	\$18.76	\$23.48
2-yr option		\$20.50	\$25.18
10 bags	\$33.50	\$30.00	\$36.00
2-yr option		\$32.00	\$38.50
Additional Carts	\$2.50	\$2.45	\$2.50
2-yr option		\$2.45	\$2.75

As you can see the bid from Ohio Valley Waste came in \$3.17 less than what residents are currently paying. Even if we decide to take the additional two-year option they are still \$1.43 lower than the current cost.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO: 2026-25
SPONSORS: Councilpersons Burke, Axiotis

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE/PURCHASE AGREEMENT WITH STATWIDE FORD FOR A 2026 FORD UTILITY INTERCEPTER VEHICLE WITH POLICE PACKAGE FOR THE POLICE DEPARTMENT.

WHEREAS, the Newton Falls Police Department needs a new vehicle for the department; and

WHEREAS, the Village authorized in the 2026 budget appropriations for a lease/purchase for a police vehicle; and

WHEREAS, the City will be obtaining a vehicle through the State of Ohio Office of Cooperative Purchasing, which has previously bid this type of vehicle; and

WHEREAS, Council desires to authorize the lease/purchase of said vehicle.

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

SECTION 1: That Council authorizes the City Manager to execute a four-year agreement with Statewide Ford, Van Wert, Ohio to lease/purchase one 2026 Utility vehicle with a police package, the total acquisition cost for the vehicle shall not exceed \$61,833.00 (Sixty-One Thousand, Eight Hundred, Thirty-Three Dollars) with an annual lease/purchase payment of \$17,885.06, (Seventeen Thousand, Eight Hundred Eighty-Five Dollars and Six Cents).

SECTION 2: That all formal actions of Council relating to the adoption of this ordinance and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by law.

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

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

APPROVED AS TO FORM:

Gary L. Van Brocklin
Assistant Law Director

Sales Representative Name		Steve Rick		Reference Number		251840SR		Number Of Vehicles		1		
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891			Revision Level		Revision 3		Quote Or Package Number:					
			Date		1/14/2026		Utility Quote Or Package Number		Utility Ohio Soundoff			
			Vehicle		2026	Utility		Durango Quote Or Package Number				
			Status		Quote Valid 30 Days		F-150 Quote Or Package Number					
Customer Billing Information							Tahoe Quote Or Package Number					
Purchaser Name		Newton Falls Police Department						Title Information Or Customer Shipping Information				
Contact Name		Chief John Barco						Lienholder				
Contact Email		JBarcoNFPD@gmail.com						Company Name				
Contact Number		330-872-5757						Attention To				
Mailing Address		19 North Canal Street						Street Address				
City, State & Zip		Newton Falls, Ohio 44444						City, State & Zip				
Lightbar Color:		Half Red And Half Blue		Exterior Lighting:		Half Red And Half Blue		Special Instructions				
Custom Discription:								Purchase Order Number				
Warranty Statement:		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty.										
		Parts And Labor Warranty Are Subject To An Inspection										
QTY	Manufacturer	Part Number	Part Description					Unit Price	Extended Price	PO	Notes:	
									\$ -			
									\$ -			
									\$ -			
1	Statewide Ford	Ready For Patrol	2026 Utility Stock Program From Statewide Ford					\$59,199.00	\$ 59,199.00			
1	Ford	K8A-Black	Utility Interceptor, All Wheel Drive, V6 Engine						\$ -			
	Ford		LED Ready Headlamps						\$ -			
1	Ford	17T	Red/Clear Dome Light In Cargo Area						\$ -			
1	Ford	549	Heated Mirrors						\$ -			
1	Ford	43D	Courtesy Lamps Inoperative						\$ -			
1	Ford	18D	Global Unlock						\$ -			
1	Ford	68G	Rear Door Handles And Windows Inoperative						\$ -			
1	Ford	59B	Keyed Alike (1284X)						\$ -			
1	Ford	17A	Rear A/C						\$ -			
1	Ford	76R	Reverse Sensing						\$ -			
1	Ford	55B	Blis Blind Spot Monitoring						\$ -			
1	Ford	86T	Taillight Prep						\$ -			
1	Ford	19V	Rear Camera On Demand						\$ -			

Customer	Newton Falls Police Department		Reference Number	251840SR	Revision Level	Revision 3	Sales Representative Name	Steve Rick	
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	Notes:
1	Ford	68B	Police Perimeter Alarm				\$ -		
1	Ford	76P	Pre-Collision Assist With Pedestrian Detection				\$ -		
1	Ford	593	Anti Theft Alarm				\$ -		
1	Ford	47A	Police Engine Idle				\$ -		
1	Ford	19K	AGM Heavy Duty Battery				\$ -		
1	Ford	Hitch	Class IV Hitch With Wiring Harness				\$ -		
1	Ford	IDS	8" Intergrated Display Screen				\$ -		
1	Ford	85R	Tunnel Mount				\$ -		
1	Ford	RKE	Remote Keyless Entry				\$ -		
1	Ford	Delivery	Delivery To Your Department (Included In package Pricing)				\$ -		
			The Following Equipment Is Included In Package Price:				\$ -		
			Tall Man Recessed Partition With Center Sliding Window				\$ -		
			Expanded Metal Rear Partition				\$ -		
			Replacement Seat With Outboard Seat Belts				\$ -		
			Vertical Steel Window Guards				\$ -		
			Dual Weapon Mount With Universal Locks				\$ -		
			Vehicle Specific Console With Cup Holder, Armrest, And Swing Arm				\$ -		
			Magnetic Mic				\$ -		
			Dome Light Between Front Driver And Passenger Seat				\$ -		
			The Following Warning Equipment Is Included In Package Price:				\$ -		
			nForce NXT Tri Color Lightbar				\$ -		
			100 Watt 500 Series Siren And Switch Controller With Blueprint				\$ -		
			100 Watt Speaker And Mounting Bracket				\$ -		
			Single Color LEDs For Side Cargo Window				\$ -		
			Tri Color Grille Lights				\$ -		
			Tri Color Mid Hatch Lights				\$ -		
			Single Color Under Hatch Lights				\$ -		
			Flashing Taillights				\$ -		
			The Following Equipment To Be Added To The Vehicle:				\$ -		
1	Havis	C-PM-134-PC	In-Console Printer Mount for PocketJet 7			\$ 240.00	\$ 240.00		
1	CARGORAXX	Quote-2921	Large CargoRaxx Package, Flare Box, Fire Ext. Mnt, Cuation Tape Holder, Halligan Mnt			\$ 991.00	\$ 991.00		
1	Stalker	SRBITU	Stalker Radar Brackets Comes With 200-1379-00 And 200-1378-00			\$ 268.00	\$ 268.00		

Newton Falls

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	02/04/2026	62,757.00	1		
2 Lease Payment	02/04/2026	17,885.06	4	Annual	02/04/2029
3 Residual	02/04/2029	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	02/04/2026					62,757.00
1	02/04/2026	17,885.06		0.00	17,885.06	44,871.94
2026 Totals		17,885.06	0.00	0.00	17,885.06	
2	02/04/2027	17,885.06		4,262.83	13,622.23	31,249.71
2027 Totals		17,885.06	0.00	4,262.83	13,622.23	
3	02/04/2028	17,885.06		2,968.72	14,916.34	16,333.37
2028 Totals		17,885.06	0.00	2,968.72	14,916.34	
4	02/04/2029	17,885.06		1,551.67	16,333.39	0.02-
Residual	02/04/2029		0.00	0.02	0.02-	0.00

2029 Totals	17,885.06	0.00	1,551.69	16,333.37
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Grand Totals	71,540.24	0.00	8,783.24	62,757.00
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Last interest amount increased by 0.02 due to rounding.

**STATEWIDE EMERGENCY PRODUCTS, LLC
dba STATEWIDE MUNICIPAL LEASING
MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease No 31404

Lessee: Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing
1108 W. Main Street
Van Wert, Ohio 45891

Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, the equipment, including all modifications, alterations, additions, or improvements thereto (the "Equipment"), described in the Schedules (the "Schedules") hereto executed from time to time by Lessor and Lessee, in accordance with the following terms and conditions of this Master Equipment Lease-Purchase Agreement ("Master Agreement") and the applicable Schedule.

As provided in Section 17 hereof, Lessor may assign its rights and interests under and related to any one or more Schedules. If none of Lessor's interest in, to and under any Schedule has been assigned pursuant to Section 17 hereof, or if all of Lessor's interest in, to and under this Master Agreement and all Schedules have been assigned to the same assignee without any reassignment, the term "Lease" is used herein to mean this Master Agreement, including all Schedules. If Lessor's interest in, to and under any Schedule or Schedules has been assigned or reassigned pursuant to Section 17 hereof, the term "Lease" is used herein to mean all Schedules that have the same Lessor and this Master Agreement as it relates to those Schedules and the Equipment listed therein, and each Lease shall constitute a separate single lease relating to that Equipment.

1. TERM AND TERMINATION. (a) Lease Term. The lease term (the "Lease Term") for the Equipment listed in each Schedule will commence on the date that Equipment is accepted pursuant to Section 3 and, unless earlier terminated as expressly provided for in Paragraphs 6, 19 or 20 of this Master Agreement, will continue until the expiration date (the "Expiration Date") set forth in the applicable Schedule. The termination or expiration of the lease of any item of Equipment shall apply solely to that item of Equipment and will not result in the termination of this Master Agreement or the lease of any other item of Equipment, and the rights and obligations of Lessor and Lessee under this Master Agreement shall continue in full force and effect with respect to the remaining Equipment subject to this Master Agreement.

(b) Term of Master Agreement. The term of this Master Agreement shall commence on the date it is executed by Lessor and Lessee, and will continue until terminated by either Lessor or Lessee upon at least thirty days prior written notice of the effective date of such termination (the "Termination Date"); provided, however, that the terms and conditions of this Master Agreement shall continue in full force and effect and the obligations of Lessee hereunder and any Schedule(s) with respect to Equipment leased prior to the Termination Date shall remain in full force and effect until all such obligations have been fulfilled.

2. LEASE PAYMENTS. For the lease of the Equipment listed in each Schedule, Lessee shall pay to Lessor the lease payments and other charges (the "Lease Payments") set forth in the applicable Schedule and this Master Agreement. As set forth in the applicable Schedule, each Lease Payment includes a principal portion and an interest portion. The Lease Payments will be payable without notice or demand at the office of Lessor (or such other place as Lessor or its

assignee may from time to time designate in writing) on the first Lease Payment Date and thereafter as set forth in the applicable Schedule. If any Lease Payment is received later than ten (10) days after the due date, Lessee will pay a late payment charge equal to 1.8% of the amount of the Lease Payment or the maximum amount permitted by law, whichever is less. Except as specifically provided in Section 6 hereof, the obligation of Lessee to make the Lease Payments hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances. Lessee reasonably believes that sufficient funds can be obtained to make all Lease Payments during the applicable Lease Term and hereby covenants that the official of Lessee responsible for budget preparation will do all things lawfully within his or her power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for Lease Payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using his or her best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available there for and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation. The foregoing provisions shall not be construed to require Lessee's governing body or other governmental body charged with budgeted or appropriating funds for Lessee to budget or appropriate funds to make Lease Payments. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder and each Schedule hereto shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. DELIVERY AND ACCEPTANCE. Lessee will cause the Equipment to be delivered to Lessee at the location specified in the applicable Schedule ("Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate (in the form provided by Lessor) within three days of delivery of the Equipment.

4. WARRANTIES. (a) Assignment of Warranties. So long as no Event of Default has occurred and is continuing, Lessor assigns to Lessee during the Lease Term of the Equipment all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee will resolve any claims under such warranties directly with the appropriate manufacturer or vendor. Lessee's sole remedy for the breach of any warranty shall be against the party providing the warranty, and not against Lessor. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer or vendor of the Equipment.

(b) DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NEITHER A MANUFACTURER NOR A VENDOR OF THE EQUIPMENT AND THAT LESSOR LEASES AND LESSEE TAKES THE EQUIPMENT AND EACH PART THEREOF "AS-IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE

MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE, OR AS TO THE ABSENCE OF ANY INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT, OR AS TO ANY OBLIGATION BASED ON STRICT LIABILITY IN TORT OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY LESSEE AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF.

5. RETURN OF EQUIPMENT. Unless Lessee shall have exercised its purchase option as provided in Section 20 hereof, upon the expiration or earlier termination of the Lease Term of the Equipment pursuant to the terms hereof, Lessee shall, at its sole expense but at Lessons option, return the Equipment to Lessor packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location within 200 miles of the Lessee.

6. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Master Agreement or any Schedule to the contrary, in the event no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable by any means whatsoever in any fiscal period for all Lease Payments under a Lease, Lessee will immediately notify Lessor in writing of such occurrence, and the Lease Term for the Equipment under that Lease shall terminate on the last day of the fiscal period for which sufficient appropriations have been received or made without penalty or expense to Lessee, except as to Lessee's obligations and liabilities under this Master Agreement relating to, or accruing or arising prior to, such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment under that Lease to Lessor on the date of such termination in the manner set forth in Section 5 hereof and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. If the Lease Term for any Equipment is terminated in accordance with this Section, Lessee agrees, to the extent permitted by law, that Lessee will not expend funds for the purchase or use of equipment performing functions similar to those performed by the Equipment which has been terminated for a period of 90 days following the termination of the Lease Term; provided this restriction shall not be applicable in the event that the Equipment is sold, released or otherwise disposed of by Lessor and the amount received from such disposition, less all costs of such sale or disposition, is sufficient to pay all then applicable Concluding Payments (as defined in the Schedules) or to the extent that the application of these restrictions is unlawful and would affect the validity of a Lease or this Master Agreement. This Section shall remain in full force and effect notwithstanding the termination of this Master Agreement or any Lease Term.

7. REPRESENTATIONS, COVENANTS AND WARRANTIES. Lessee represents, covenants and warrants as of the date hereof and at all times during the Master Agreement Term that: (a) Lessee is a State or a fully constituted political subdivision of a State, and has a substantial amount of one or more of the following sovereign powers: (1) power to tax, (2) power of eminent domain, or (3) police power, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and this Master Agreement; (b) the execution, delivery and performance by the Lessee of this Master Agreement and all documents executed in connection herewith, including, without limitation, all Schedules hereto and the Delivery and Acceptance Certificates referred to in Section 3 hereof (this Master Agreement together with all such documents shall be collectively referred to herein as the "Lease Documents") have been duly authorized by all necessary action on the part of the Lessee; (c) the Lease Documents each constitute a legal, valid and binding obligation of the Lessee enforceable in accordance

with their respective terms; (d) all required public bidding procedures regarding the award of the Master Agreement and the purchase of the Equipment have been followed by Lessee, and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Lease Documents; (e) Lessee has sufficient appropriations or other funds available to pay all Lease Payments and other amounts due hereunder for the current fiscal period; (f) the use of the Equipment by Lessee is essential to and will be limited to the performance by Lessee of one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority; and (g) no portion of the Equipment will be used directly or indirectly in any trade or business carried on by any person other than Lessee. At the request of Lessor, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form and substance as set forth in the form of opinion of counsel attached hereto or otherwise acceptable to Lessor, dated the date of acceptance of the Equipment pursuant to Section 3 hereof. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to cooperate with Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue.

8. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Master Agreement; provided, however, that title will immediately vest in Lessor without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor in accordance with Section 5 hereof, it Lessee terminates the Lease Term of the Equipment pursuant to Section 6, or upon the occurrence of an Event of Default, or if Lessee does not 'exercise the purchase option prior to the Expiration Date. In order to secure all of its obligations hereunder, Lessee hereby (a) grants to Lessor, a first and prior security interest in any and all right, title and interest of Lessee in the Equipment including but not limited to computer programs and computer documentation, if any, relating to the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (b) agrees that this Master Agreement may be filed as a financing statement evidencing such security interest, (c) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessor necessary or appropriate to evidence such security interest, and (d) authorizes Lessor acting on behalf of Lessee to execute, and file any financing statements and to take any other action required to perfect Lessor's security interest in the Equipment.

9. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment. Lessee shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation or maintenance of the Equipment. Lessee, at its expense, will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore.

10. ALTERATIONS. Lessee will not make any modifications, alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

11. LOCATION; INSPECTION. The Equipment will not be removed from or, if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment observe its use and operation.

12. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Master Agreement. Lessee shall pay, when due, to the extent required by law, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges, or taxes when due, Lessor may, but need not, pay said charges or taxes and, in such event, Lessee shall reimburse Lessor therefore on demand, with interest at the maximum rate permitted by law from the date of such payment by Lessor to the date of reimbursement by Lessee.

13. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Master Agreement. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, within 30 days of such determination, Lessee, at the option of Lessor, will either (a) replace the same with like equipment in good repair, or (b) pay Lessor an amount equal to (1) the Concluding Payment for the immediately preceding Lease Payment Date as set forth in the applicable Schedule, (2) the accrued interest portion of the next Lease Payment through the date such amount is paid, and (3) all other amounts then due under this Master Agreement with respect to such Equipment. In the event that Lessee is obligated to make such payment pursuant to subparagraph (b) above with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss.

14. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

15. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers satisfactory to Lessor, or may self-insure against any or all such risks under a self-insurance program satisfactory to Lessor. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies or self-insurance will be payable to Lessee and Lessor as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto and shall permit Lessor to participate and cooperate with Lessee in making any claim for insurance in respect thereof.

16. INDEMNIFICATION. Since Lessor's sole responsibility in connection with this transaction is to provide an amount equal to the principal portion of the Lease Payments to pay costs of the acquisition and lease of the Equipment, the parties intend that Lessor incur no liability, cost or expense with respect to Lessee's possession, use or operation of the Equipment. Accordingly, Lessee agrees, to the extent permitted by law, to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, installation, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification provided under this Section shall survive the full payment of all obligations under this Master Agreement or the termination of the Lease Term for any reason.

17. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (a) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Master Agreement or the Equipment or any interest in this Master Agreement or the Equipment or (b) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Master Agreement, the Equipment and any documents executed with respect to this Master Agreement and/or grant or assign a security interest in this Master Agreement and the Equipment, in whole or in part (including without limitations the rights and interests of Lessor under and related to any Schedule and the Equipment there under), and Lessee's rights will be subordinated thereto. Any such assignees shall have all of the rights of Lessor under this Master Agreement with respect to the rights and interest assigned. Subject to the foregoing, this Master Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. Lessee covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested. Lessee shall retain all notices of assignment and maintain a book-entry record (as referred to in Section 21) which identifies each owner of Lessor's interest in the Master Agreement. Upon Lessee's receipt of written notice of Lessor's assignment of all or any part of its interest in the Master Agreement, the term "Lessor," when used herein with respect to any rights assigned, shall mean the assignee to whom those rights are assigned and Lessee agrees to attorn to and recognize any such assignee as the owner of Lessor's interest in this Master Agreement, and Lessee shall thereafter make such payments, including without limitation such Lease Payments, as are indicated in the notice of assignment, to such assignee.

18. DEFAULT. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Lease payment (or any other payment) as it becomes due in accordance with the terms of this Master Agreement and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within thirty (30) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Master Agreement or in any writing ever delivered by Lessee pursuant hereto or in connection herewith was false, misleading, or erroneous in any material respect; (d) Lessee becomes insolvent or is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of any of its assets, or a petition for relief is filed by

Lessee under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Lessee and is not dismissed or fully stayed within thirty (30) days after the filing or institution thereof; (e) Lessee fails to make any payment when due or fails to perform or observe any covenant, condition, or agreement to be performed by it under any other agreement or obligation with Lessor or an affiliate of Lessor and any applicable grace period or notice with respect thereto shall have elapsed or been given; or (f) an attachment, levy or execution is threatened or levied upon or against the Equipment.

19. REMEDIES. Upon the occurrence of an Event of Default under any Lease, and as long as such Event of Default under any Lease is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under that Lease, and all remaining Lease Payments due under that Lease during the fiscal year of Lessee in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment under that Lease to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, enter upon the premises where the Equipment under that Lease is located and take immediate possession of and remove the same; (c) sell or lease the Equipment under that Lease or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the amounts otherwise payable by Lessee under that Lease and the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease; and (d) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state where the Equipment is then located or any other applicable law or proceed by appropriate court action to enforce the terms of that Lease or to recover damages for the breach of that Lease or to rescind that Lease as to any or all of the Equipment under that Lease. In addition, Lessee will remain liable for all covenants and indemnities under this Master Agreement and, to the extent permitted by law, for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

20. PURCHASE OPTION. Upon at least thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, Lessee will have the right to purchase the Equipment under any Schedule at a purchase price equal to the sum of (a) the Concluding Payment for the immediately preceding Lease Payment date as set forth in the applicable Schedule, (b) the accrued interest portion of the next Lease Payment through the date the purchase price is paid, and (c) any other amounts then due under this Master Agreement. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except Lessor will warrant that the Equipment is free and clear of any liens created by Lessor.

21. TAX COVENANTS; INDEMNITY. a) Tax Assumptions and Covenants. The parties assume that, and Lessor is entering into this Master Lease with the expectation that, Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in the Schedule under the column captioned "Interest Portion." Lessee covenants that it will (a) execute the appropriate Form 8038 for each Schedule prepared on behalf of Lessee by Lessor, who will register this Master Agreement and transfers thereof in accordance with section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, (b) not permit the property financed by this Master Agreement to be directly or indirectly used for

a private business use within the meaning of section 141 of the Code, (c) not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to section 103 of the Code and will take any reasonable action necessary to prevent such result, and (d) not take any action which results in this Master Agreement becoming, and will take any reasonable action to prevent this Master Agreement from becoming an arbitrage obligation within the meaning of section 148 of the Code or federally guaranteed within the meaning of section 149 of the Code.

(b) Tax Indemnity In the event that Lessor either (a) receives notice from the Internal Revenue Service, or (b) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and not reasonably objected to by Lessee within ten (10) days after notice from Lessor of the selection, that the interest portion of any of the Lease Payments set forth in the Schedules is includable in Lessor's gross income for Federal income tax purposes, then Lessee will pay Lessor within 30 days after receiving notice from Lessor of such determination, the amount which, with respect to such Lease Payments previously paid, will restore the after-tax yield (after taking into account all taxes, interest and penalties) on the transactions evidenced by this Master Agreement to that which would have been had such interest portion not been includable in Lessor's gross income for Federal income tax purposes, and pay as an additional Lease Payment on succeeding Lease Payment due dates such amount as will maintain such after-tax yield. Notwithstanding the earlier termination or expiration of this Master Agreement or Lease Term of the Equipment, the obligations provided for in this Section 21 shall survive such earlier termination or expiration

22. MISCELLANEOUS. (a) Notices. All notices to be given under this Master Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing.

(b) Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Master Agreement.

(c) Governing Law. This Master Agreement shall be construed in accordance with, and governed by the laws of the state of the Equipment Location.

(d) Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Master Agreement.

(e) Entire Agreement. The Lease Documents constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Master Agreement shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Master Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Master Agreement. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(f) Interest Rate Limitations. It is the intention of the parties hereto to comply with any applicable usury and other interest rate limitation laws; accordingly, notwithstanding any provisions to the contrary in this Master Agreement, in no event shall this Master Agreement

require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

(g) Counterparts. This Master Agreement or any Schedule may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument and either of the parties hereto may execute this Master Agreement or any Schedule by signing any counterpart, except that to the extent that this Master Agreement or any Schedule constitutes chattel paper, no security interest therein may be perfected through possession except by possession of Counterpart No. 1 of a Schedule with respect to that Schedule and the Master Agreement as it relates to that Schedule.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of September 3, 2025.

Lessee:

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

OPINION OF COUNSEL

Lease No 31404

With respect to that certain Master Equipment Lease-Purchase Agreement #31404 dated September 3, 2025 by and between Statewide Emergency Products, LLC dba Statewide Municipal Leasing (Lessor) and the City of Huron (Lessee) as Supplemented by Schedule A thereto (the "Master Agreement"), I am of the opinion that:

- A. Lessee is a political subdivision of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power;
- B. Lessee has the requisite power and authority to purchase the Equipment (as defined in the Master Agreement) and to execute and deliver the Master Agreement and to perform its obligations under the Master Agreement;
- C. the execution, delivery and performance by Lessee of the Master Agreement have been duly authorized by all necessary action on the part of Lessee;
- D. the Uniform Commercial Code of the state where the Equipment is located and/or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment;
- E. the Master Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms;
- F. there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Master Agreement or the ability of Lessee to perform its obligations under the Master Agreement and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and
- G. all required public bidding procedures regarding the award of the Master Agreement and the purchase of the Equipment have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or

H. declarations are required to be filed in connection with the execution and delivery of the Master Agreement.

Attorney for Lessee

Complete at least one of the following steps:

Step 1. Provide an insurance binder with the following required coverage.

- Certificate of Insurance or Declaration Page shown in the name of the Lessee listed above
- Liability and Physical Damage on all vehicles and equipment, Liability and Property Damage on all other Equipment
- Statewide Municipal Leasing named as Loss Payee and Additional Insured.
- Minimum of \$1,000,000 public liability coverage or the State maximum (if lower) is required.

Step 2. If no binder is provided, complete the following insurance company information and sign form.

Insurance Company:

Address: City: State: Zip Code:

Agent Name:

Expiration Date:

Liability: \$ Property Damage: \$ Physical Damage: \$

Step 3. If you are self-insured for any coverage, please provide the following information and sign.

Name of insurance pool/fund:

Self-insured Liability \$ Self-Insured Property: \$

Self-Insured Physical: \$ Expiration Date:

Sign to acknowledge the provided insurance information is correct:

Signature: _____

Title: _____

AMENDMENT

Lease No 31404

That certain Master Equipment Lease-Purchase Agreement, Lease No 31404, by and between Statewide Emergency Products, LLC dba Statewide Municipal Leasing ("Lessor") and the City of Huron ("Lessee"), dated as of September 3, 2025 is hereby amended as follows:

Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Lease) in the amount of more than \$10,000,000 during the current calendar year; hereby designates this Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 3rd day of September 2025.

Lessee:

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

**SCHEDULE A - MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT**

Lease No 31404

This Equipment Schedule dated as of September 3,2025 is being executed by Statewide Emergency Products, LLC dba Statewide Municipal Leasing ("Lessor"), and the City of Huron ("Lessee"), as a supplement to, and is hereby made a part of that certain Master Equipment Lease-Purchase Agreement dated as of September 3,2025 ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, and following items of Equipment:

2) 2025 Ford Utility Interceptor

Initial Term: (3) Three Years

Commencement Date September 3, 2025

Periodic Rent: \$45153.37 Consecutive (3) annual Payments of \$45,153.37 each (including interest), followed by one final payment of \$1, due under this Lease. The Periodic Rent Payment also includes any applicable sales/use tax due and payable on the Lease Payment Dates, set forth in Schedule B.

EXECUTED as of the date first herein set forth.

Lessee:

Lessor: Statewide Emergency Products, LLC
dba Statewide Municipal Leasing

By: _____

By: _____

Title:

Title: Member

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper, no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

Newton Falls

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	02/04/2026	62,757.00	1		
2 Lease Payment	02/04/2026	17,885.06	4	Annual	02/04/2029
3 Residual	02/04/2029	0.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Residual	Interest	Principal	Balance
Lease	02/04/2026					62,757.00
1	02/04/2026	17,885.06		0.00	17,885.06	44,871.94
2026 Totals		17,885.06	0.00	0.00	17,885.06	
2	02/04/2027	17,885.06		4,262.83	13,622.23	31,249.71
2027 Totals		17,885.06	0.00	4,262.83	13,622.23	
3	02/04/2028	17,885.06		2,968.72	14,916.34	16,333.37
2028 Totals		17,885.06	0.00	2,968.72	14,916.34	
4	02/04/2029	17,885.06		1,551.67	16,333.39	0.02-
Residual	02/04/2029		0.00	0.02	0.02-	0.00

2029 Totals	17,885.06	0.00	1,551.69	16,333.37
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Grand Totals	71,540.24	0.00	8,783.24	62,757.00
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Last interest amount increased by 0.02 due to rounding.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-26
SPONSOR: Councilpersons Axiotis, Rufener

AN ORDINANCE ESTABLISHING THE JOB CLASS & PAY GRADE SCHEDULES FOR CITY EMPLOYEES FOR THE CALENDAR YEAR OF 2026

WHEREAS, to attract and retain qualified and experienced employees, Council and the City Manager have determined it is necessary to establish the Job Class Pay Grade Schedules for the year of 2026 to include COL (Cost of Living) raises in all departments; and

WHEREAS it was determined that the Zoning Department, which includes the Zoning Administrator and the Assistant Zoning Administrator, were not included in the 2025 Ordinance.

WHEREAS Council desires to include the Zoning Department in this annual legislative update.

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

SECTION 1. That Council hereby establishes the Job Class & Pay Grade Schedules which includes COL raises in all departments and includes The Zoning Department, as set forth in the attachments as if fully re-written herein.

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.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

APPROVED AS TO FORM:

Gary L. Van Brocklin
Assistant Law Director

*City of Newton Falls
Schedule "A"
Hourly Rate Schedule*

Range 6	A	B	C	D	E	Range 14	A	B	C	D	E
3/16/2025	15.96	16.37	16.73	17.15	17.63	3/16/2025	19.68	20.28	20.88	21.54	22.20
1/1/2026	16.42	16.84	17.22	17.65	18.14	1/1/2026	20.25	20.87	21.49	22.16	22.84
Range 7	A	B	C	D	E	Range 15	A	B	C	D	E
3/16/2025	16.41	16.73	17.15	17.63	18.10	3/16/2025	20.28	20.88	21.54	22.20	22.94
1/1/2026	16.89	17.22	17.65	18.14	18.62	1/1/2026	20.87	21.49	22.16	22.84	23.61
Range 8	A	B	C	D	E	Range 16	A	B	C	D	E
3/16/2025	16.81	17.15	17.63	18.10	18.60	3/16/2025	20.88	21.54	22.20	22.94	23.63
1/1/2026	17.30	17.65	18.14	18.62	19.14	1/1/2026	21.49	22.16	22.84	23.61	24.32
Range 9	A	B	C	D	E	Range 17	A	B	C	D	E
3/16/2025	17.13	17.62	18.11	18.62	19.19	3/16/2025	21.54	22.20	22.94	23.63	24.41
1/1/2026	17.63	18.13	18.64	18.99	19.75	1/1/2026	22.16	22.84	23.61	24.32	25.12
Range 10	A	B	C	D	E	Range 18	A	B	C	D	E
3/16/2025	17.63	18.10	18.60	19.15	19.68	3/16/2025	22.20	22.94	23.63	24.29	25.24
1/1/2026	18.14	18.62	19.14	19.71	20.25	1/1/2026	22.84	23.61	24.32	24.99	25.97
Range 11	A	B	C	D	E	Range 19	A	B	C	D	E
3/16/2025	18.10	18.60	19.15	19.68	20.28	3/16/2025	22.94	23.50	24.41	25.24	26.08
1/1/2026	18.62	19.14	19.71	20.25	20.87	1/1/2026	23.61	24.18	25.12	25.97	26.84
Range 12	A	B	C	D	E	Range 20	A	B	C	D	E
3/16/2025	18.60	19.15	19.68	20.28	20.88	3/16/2025	23.63	24.41	25.24	26.08	26.98
1/1/2026	19.14	19.71	20.25	20.87	21.49	1/1/2026	24.32	25.12	25.97	26.84	27.76
Range 13	A	B	C	D	E	Range 21	A	B	C	D	E
3/16/2025	19.15	19.68	20.28	20.88	21.52	3/16/2025	26.32	27.07	27.85	28.65	31.81
1/1/2026	19.71	20.25	20.87	21.49	22.14	1/1/2026	27.08	27.86	28.66	29.48	32.73

**City of Newton Falls
Schedule A - Hourly Pay Rates**

1/1/2024			
Crew Chief	Negotiated Wage	22.36 to 29.00	\$29.00
	Includes longevity pay at time of appointment		
3/16/2025			\$29.75
1/1/2026			\$30.61
1/1/2024			
Asst. Finance Director	Negotiated Wage	28.00 to 31.00	\$31.00
	Includes longevity pay at time of appointment		
3/16/2025			\$31.81
1/1/2026			\$32.73
Asst. Zoning Administrator	Wage		\$20.00

**City of Newton Falls
Schedule A - Hourly Pay Rates**

Water & Wastewater License Pay Rates

Class 1 EPA license \$.30/hr

Class 2 EPA license \$.60/hr

Class 3 EPA License \$1.00/hr

Class 4 EPA License \$2.10/hr

Backflow Testing Certification \$.30/hr - (Water Distribution Employees)

BUSTR Class A Operator \$.30/hr - This is for the Diesel UST @ WWTP (Wastewater Employee)

Electric Department

Journeyman Lineman Card \$1.00/hr

All Utility Departments

CDL License \$.25/hr

City of Newton Falls
Schedule A - Hourly Pay Rates

5/11/2025 Utility Superintendents & Department Heads
Rate x 2080 hours annually
longevity added to rate at time of appointment

	A	B	C	D	E
	Start	3 month	6 month	9 month	12 month
5/11/2025	36.60	37.67	38.74	39.81	40.87
1/1/2026	37.66	38.76	39.86	40.96	42.05

Schedule "B"

POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
Laborer	0	Maintenance	Public Works	0	Good physical condition-COL w/6 mos. Experience-able to perform laborer tasks	11
Maintenance Worker	1	Maintenance	Public Works	1	COL-all laborer skills & qualifications- oerates front loader	14
Maintenance Worker	2	Maintenance	Public Works	3	All MW 1 skills & lisenes- operates backhoe-streetsweeper-roller-flush truck-lackhammer/como-installs tile-sunervisoN skills	16
Maintenance Worker	3	Maintenance	PublicWorks	5	All MW 2 skills & licenses-operates all equipment & vehicles-knowledge of streeUstorm sewer maintenance-maintain records/reports	17
Crew Chief		Maintenance	Public Works	Appointed	All MW 3 skills & licenses-operates all equipment & vehicles-knowledge of streeUstorm sewer maintenance-prepare/maintain records/reports, budaets PO's invoices ability to run deoartment	Negotiated-
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
MRO Apprentice	0	Water Distribution	Public Works	0	Good physical conditions* not color blind-COL w/6 mos experience-mechanical aptitude-prepares/maintains records/reports-3 yrs max. in-grade	11
Maintenance Relief Worker	1	Water Distribution	Public Works	2	OH class 1(supply)-CDL-op lab certificate-basic knowledge of water chemistN-distribution-olant oeration-& ourification	14
Maintenance Relief Worker	2	Water Distribution	Public Works	4	MRO skills-licenses & certifications-backflow certificate-thorough knowledge water chemical, distripution, plant operation & procedures	16
Maintenance Relief Worker	3	Water Distribution	Public Works	6	MRO 2 skills, licenses & certifications-thorough knowledge plant svstems/o= distribution svstem & ocedures	18
Crew Chief		Water Distribution	Public Works	Appointed	MRO 2 skills, licenses & certifications-thorough knowledge plant systems/ops, distribution system & procedures • able to prepare/maintain rennrts/records budaets PO'S invoices Run deoartment	Negotiated-
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
Water Operator Apprentice	0	Water Plant	Public Works	0	Good physical condition-not color blind-3 yrs. Max in-grade-mechanical aptitude-prepares/maintainsrecords/reports-basic math skills-able to obtain lab cert.	11
Water Plant Operator	1	Water Plant	Public Works	2	OH class 1(supply)& operational lab certificate-mts all ap. Op. requirements-basic knowledge water/chemical purification-pumps/valves able to red/interpret & respond to meters.gauges/graphs	14
Water Plant Operator	2	Water Plant	Public Works	4	All OP 1 skills, licenses,& certificates-thorough knowledge of all water chemistoN/ourification olant ocedures & inerations	16
Water Plant Operator	3	Water Plant	Public Works	6	f>.11OP 2 skills, licenses & certificates, thorough knowledge of all plant svstems oum= valve & meeters-able to oreoare all rennrts	18
Crew Chief		Water Plant	Public Works	Appointed	All WTP Op3 skills, icenses & certificates- thorough knowledge of all WTP systems, pumps, valves & meters-able to prepare/maintain renorts/records bunnets PO's invoices ability to run den<rtment	Negotiated-
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE

Wastewater Op Apprentice	0	WPC	Public Wor1(s)	0	Good physical condition-not color blind-COL with 6 mos experience & 3 ears max in-grade	11
Wastewater Operator	1	WPC	Public Wor1(s)	2	OH Class 1-WN, COL-basic knowledge WNF methods & WTR chemicals-plant-pumps/lifts-able to read/interptmeeters, gauges.graphs & to operate WM svstem/eaupment	14
Wastewater Operator	2	WPC	Public Wor1(s)	4	All WWPT Op1 skills licenses & certifications-able to do lab analysis & make taps- thorough knowledge WTR chemical-WWTP/procedures-basic knowledae boilers/valves	16
Wastewater Operator	3	WPC	Public Works	6	All WWPT Op2 skills, icenses & certificates- thorough knowledge of all WWTP systems, pumps, valves & meters-able to prepare/maintain erv,rts/records.	18
Crew Chief		WPC	Public Works	Appointed	All WNF P Op3 skills, icenses & certificates- thorough knowledge of all WNTP systems, pumps, valves & meters-able to prepare/maintain reports/records, budget, PC's, invoices, ability to run department	Negotiated-
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE
Lineman Apprentice	1	Electric	Public Works	0	Good physical health-min 1 yr in-grade & max 2 yr in-grade-general electrical aptitude-knowledge of basic math-able to foloow written/oral instructions	15
Lineman Apprentice	2	Electric	Public Wor1(s)	1	Min 1 yr as apprentice-1st yr Ampvrno Merchant Training or equvHent-COL & able to operate all electric equip/vehides, set, dimb & dress a 40' pole, install anchors & guys, basic knowledge of inerior wiring, able to read & interpt basic wiring diagrams, ability to test all tyes of electric meters, thorough knowledge of electric policy/procedures, safety rules/regulations, perrns wiring on voltages up to 600, able to trimtrees rn11nrt eor,,l''''' wirec	16
Lineman	1	Electric	Public Works	2	All Lineman Appentice 2 skills, licenses& certificates-2yr AmpOhio Merchant Lineman Trainirv,-basic knowledoe of NF electric svstem	17
Lineman	2	Electric	Public Wor1(s)	3	All Lineman 1skills, licenses & certificates- 3yr AmpOhio Merchant Lineman Traininn-extensive knowledae of NF electrical svstem	18
Lineman	3	Electric	Public Works	4	All Lineman 2 skills, licenses & certificates-4yr AmpOhio Merchant Lineman Trainina	20
Senior Lineman	0	Electric	Public Works	5	All Lineman 3 skills, licenses & certificates- AmpOhio Journeyman Lineman certificate, senior lineman-"crew leader"- thorough knowledge of NF electric svstem	21
POSITION	CLASS	DIVISION	DEPARTMENT	MIN YRS EXP	MINIMUM SKILL SET	PAY GRADE

Clerk	1	Any	Finance / Utility	0	Good physical condition-1+ yr office experience-basic math skills-English-bookkeeping skills-able to operate office equipment-work with the public- & maintain confidentiality	11
Clerk	2	Assigned	Finance / Utility	2	All Clerk1 skills, licenses & certificates & able to maintain accounts, perform procedures specific to the assigned division open & close office	12
Clerk	3	Assigned	Finance / Utility	4	All clerk 2 skills, licenses & certificates-able to establish/maintain all reports/records-meet deadlines- run the assigned division in the supervisors absence	14
Administrator	0	Assigned	Finance/ Utility/ Zoning	Appointed	All clerk 3 skills, licenses & certificates - able to establish/maintain all reports/records-meet deadlines- manage the assigned division reporting to the Finance Director	20
Asst. Finance Director	0	Assigned	Finance	Appointed	Operate Finance Department, overseeing daily accounting & utility activities, establish/maintain all financial reports, familiar with budget preparation, reporting to the Finance Director	Negotiated –
					See Schedule A - Hourly Pay Rates	

VILLAGE OF NEWTON FALL, OHIO
Resolution No. 10-2026
SPONSORS: Councilpersons Burke, Stimpert

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH TIM LALLY CHEVROLET, INC. FOR THE PURCHASE OF A 2026 CHEVROLET SILVERADO.

WHEREAS, The Water Plant needs a new vehicle for their department in the Village of Newton Falls; and

WHEREAS, Village Council has appropriated funds in the 2026 budget and wishes to authorize the City Manager to enter a contract with Tim Lally Cheverolet, Inc. of Warrensville Heights, Ohio for the purchase of a 2026 Chevrolet Silverado; and

WHEREAS, The City will be obtaining the vehicle through the State of Ohio Office of Cooperative Purchasing, which has previously bid on this type of vehicle.

COUNCIL FOR THE VILLAGE OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:

SECTION I: The Newton Falls City Manager is hereby authorized to execute a purchase contract with Tim Lally Chevrolet, Inc. of Warrensville Heights, Ohio, for a 2026 Chevrolet Silverado 1500, Four Wheel Drive Crew Cab, in an amount not to exceed \$29,999.00. Terms and Conditions of the agreement shall be in conformity with the proposal submitted to the Village of Newton Falls, a copy of which is attached to this Resolution as Exhibit A and incorporated by reference.

SECTION II: All formal actions of Council relating to adoption of this Resolution, and all deliberations of Council and any of its committees leading to such adoption, were in meetings open to the public as required by law.

SECTION III. That 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 20th DAY OF MAY 2026.

Mayor David Hanson

Attest:

Michael Acomb

As to Form Only
Gary L. Van Brocklin
Assistant Law Director

PURCHASER Village of Newton Falls
 ADDRESS _____
 CITY _____ STATE OH ZIP _____
 RES. PHONE (____) _____
 BUS. PHONE (____) _____
 E-MAIL _____ DATE 04/27/26
 MOBILE NO. (____) _____

BUYERS ORDER

Tim Lally Chevrolet, Inc.
 24999 Miles Rd
 Warrensville Heights, Ohio 44128
 440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
 MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
 Accurate Unless Marked Not Accurate NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2026	Silverado 1500 4wd	Crew Cab	White	Black	ORDER	

TRADE IN RECORD - TRADE 1

YEAR 2017 MAKE Ford MODEL F-150 TYPE XL Supercab
 VIN # 1FTEX1C89HKD76933
 MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate 29,678 Salvage Vehicle? Yes
 BALANCE OWED \$ _____ (Good Until 5/27/26) Trade-in Allowance \$11,000

TRADE IN RECORD - TRADE 2

YEAR _____ MAKE _____ MODEL _____ TYPE _____
 VIN # _____
 MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate _____ Salvage Vehicle? Yes
 BALANCE OWED \$ _____ (Good Until _____) Trade-in Allowance _____

REMARKS:
State Contract # RSI025487

PRICE OF VEHICLE	\$	40970.00
OTHER GOODS & SERVICES		
with Turbo Max		
DOCUMENTARY SERVICE FEE		
TOTAL PRICE		40970.00
TRADE-IN ALLOWANCE(S)		(11000.00)
TAX BASE		
SALES TAX	<u>EXEMPT</u> %	
TITLE FEE		
REGISTRATION FEE		20.00
PLUS PAYOFF ON TRADE VEHICLE(S)		
TOTAL DUE		29990.00
LESS INITIAL PAYMENT CASH DOWN	\$	
LESS REBATE/FACTORY INCENTIVE		
LESS REBATE/FACTORY INCENTIVE		
BALANCE DUE	\$	29990.00

DEPOSIT (PARTIAL PAYMENT) RECEIPT -- Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. _____

NEGATIVE EQUITY DISCLOSURE & CONSENT -- I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). _____

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. _____

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____, _____.

PURCHASER(S) _____

SALESPERSON _____ ACCEPTED BY AUTHORIZED AGENT _____