

AGENDA
LORDSTOWN VILLAGE COUNCIL
NOVEMBER 3, 2014
Caucus 6:00 p.m.
Regular Meeting (immediately thereafter)
Mayor Arno A. Hill, Presiding

Robert Bond
John Mansell
Donald Reider

Karen Jones
Ron Radtka
Howard Sheely

LORD'S PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

ADOPTION OF AGENDA

DISPOSAL OF MINUTES

Regular Meeting held October 20, 2014

PAYMENT OF BILLS

MAYOR'S REPORT

CLERK'S REPORT

SOLICITOR'S REPORT

TREASURER'S REPORT

BOARD OF TRUSTEES OF PUBLIC AFFAIRS' REPORT

VILLAGE ENGINEER'S REPORT

SPECIAL REPORTS

Police Chief – Brent Milhoan

Fire Chief – Travis Eastham

Planning, Zoning & Economic Development Administrator – Kellie Bordner

Parks / Grounds / Buildings / Streets Superintendent – Dale Grimm

Recreation – Marty Gibson

CORRESPONDENCE

PUBLIC REMARKS

COUNCIL REMARKS

COMMITTEE REPORTS

Finance.....	John Mansell
Parks, Buildings, Grounds, General Improvements, Streets and Sidewalks	Donald Reider
Public Safety and Welfare	Ron Radtka
Public Utilities	Robert Bond
Transportation, Recreation, and Senior Services.....	Karen Jones

LEGISLATION:

From Negotiating Committee
 For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 91-2013
 ESTABLISHING THE AUTHORIZED STRENGTH, THE HOURLY WAGES, AND
 OTHER TERMS OF REMUNERATION FOR THE STREET COMMISSIONER/PARKS,
 GROUNDS AND BUILDINGS SUPERINTENDENT EFFECTIVE JANUARY 1, 2015,
 AND DECLARING AN EMERGENCY.

From Negotiating Committee
 For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 8-2014
 ESTABLISHING THE AUTHORIZED STRENGTH, SETTING THE HOURLY
 COMPENSATION AND OTHER TERMS OF REMUNERATION AND CONDITIONS
 OF SERVICE FOR MEMBERS OF THE LORDSTOWN VILLAGE VOLUNTEER FIRE
 DEPARTMENT EFFECTIVE JANUARY 1, 2015, AND DECLARING AN
 EMERGENCY.

From Negotiating Committee
 For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 23-2014
 ESTABLISHING WAGES AND TERMS OF EMPLOYMENT FOR THE LORDSTOWN
 TRANSIT VAN DRIVER AND SUBSTITUTE VAN DRIVER(S), EFFECTIVE
 JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 95-2013 ESTABLISHING THE AUTHORIZED STRENGTH, THE SALARY AND OTHER TERMS OF REMUNERATION FOR THE FULL-TIME ASSISTANT INCOME TAX ADMINISTRATOR'S POSITION IN THE VILLAGE OF LORDSTOWN'S TREASURER'S OFFICE, EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 103-2013 ESTABLISHING THE AUTHORIZED STRENGTH, THE HOURLY WAGES, AND OTHER TERMS OF REMUNERATION FOR THE CLERK'S OFFICE STAFF WITHIN THE VILLAGE OF LORDSTOWN'S CLERK'S OFFICE, EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 92-2013 ESTABLISHING THE SALARY AND OTHER TERMS OF REMUNERATION FOR THE FULL-TIME CLERK'S ASSISTANT POSITION IN THE VILLAGE OF LORDSTOWN'S CLERK'S OFFICE, EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 1-2014 ESTABLISHING THE AUTHORIZED STRENGTH, THE HOURLY WAGES AND OTHER TERMS OF REMUNERATION FOR THE PART-TIME DISPATCHERS IN THE VILLAGE OF LORDSTOWN EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 104-2013 ESTABLISHING THE AUTHORIZED STRENGTH, HOURLY WAGES, TERMS OF REMUNERATION AND RULES GOVERNING THE OPERATION OF THE VILLAGE OF LORDSTOWN AUXILIARY POLICE DEPARTMENT, EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 102-2013 ESTABLISHING THE AUTHORIZED STRENGTH, THE HOURLY WAGES AND OTHER TERMS OF REMUNERATION FOR THE POLICE DISPATCHER DEPARTMENT WITHIN THE VILLAGE OF LORDSTOWN EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 2-2014 ESTABLISHING THE AUTHORIZED STRENGTHS, THE SALARIES AND OTHER TERMS OF REMUNERATION FOR THE FULL-TIME ADMINISTRATIVE EMPLOYEES OF THE POLICE DEPARTMENT OF THE VILLAGE OF LORDSTOWN EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Negotiating Committee

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 96-2013 ESTABLISHING THE AUTHORIZED STRENGTHS, THE SALARIES AND OTHER TERMS OF REMUNERATION FOR THE PART-TIME ADMINISTRATIVE EMPLOYEES OF THE FIRE DEPARTMENT AND THE RECREATION DEPARTMENT OF THE VILLAGE OF LORDSTOWN EFFECTIVE JANUARY 1, 2015, AND DECLARING AN EMERGENCY.

From Council As A Whole

For Passage

AN ORDINANCE AMENDING AND RESTATING ORDINANCE NO. 90-2013 (THE "MASTER BENEFITS ORDINANCE") ESTABLISHING THE EMPLOYMENT PROVISIONS AND FRINGE BENEFITS FOR ALL EMPLOYEES OF THE VILLAGE OF LORDSTOWN EXCEPT FOR THE HOURLY EMPLOYEES IN THE POLICE AND FIRE DEPARTMENTS, AND DECLARING AN EMERGENCY.

From Transportation, Senior Services, Planning and Zoning,
and Recreation Committee

For Second Reading

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ENTER INTO AN AGREEMENT WITH THE TRUMBULL COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE TRUMBULL COUNTY NUTRITION PROGRAM FOR THE ELDERLY, TO PROVIDE MEETING ROOM SPACE IN THE VILLAGE ADMINISTRATION BUILDING, 1455 SALT SPRINGS ROAD, LORDSTOWN, OHIO, FOR THE SERVICE OF MEALS TO SENIOR CITIZENS COMMENCING JANUARY 1, 2015, AND ENDING DECEMBER 31, 2015, AND DECLARING AN EMERGENCY.

From Transportation, Senior Services, Planning and Zoning,
and Recreation Committee

For Second Reading

_____ AN ORDINANCE AMENDING IN PART AND RESTATING ORDINANCE NO. 78-2013 CREATING VARIOUS SEASONAL, PART-TIME EMPLOYMENT POSITIONS FOR THE WINTER/SPRING 2015 RECREATION PROGRAM AND SETTING WAGES FOR THE SAME.

From Streets, Sidewalks, Public Parks, Buildings,
Grounds, and General Improvement Committee

For Emergency Passage

_____ AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO CONTRACT WITH SHELLY & SANDS, INC., 720 HOME AVENUE, AKRON, OHIO 44310, FOR THE 2014 LORDSTOWN STREET RESURFACING PROJECT AND DECLARING AN EMERGENCY.

From Finance Committee

For Emergency Passage

_____ AN ORDINANCE AUTHORIZING THE CLERK TO MAKE ALL NECESSARY REVISIONS TO THE REVENUE AND APPROPRIATION BUDGETS PURSUANT TO THE AMENDED CERTIFICATED DATED OCTOBER 31, 2014, AND DECLARING AN EMERGENCY.

From Utilities Committee

For Emergency Passage

_____ AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE GODWIN DRI-PRIME CD103M DIESEL PUMP FROM XYLEM, 300 TEMPLE STREET, PAINESVILLE, OHIO 44077, AND DECLARING AN EMERGENCY.

From Finance Committee

For Emergency Passage

_____ AN ORDINANCE AUTHORIZING THE CLERK TO MAKE THE FOLLOWING TRANSFER WITHIN THE UTILITY FUND AND DECLARING AN EMERGENCY.

OLD BUSINESS:

NEW BUSINESS:

ADDITIONAL PUBLIC REMARKS:

ADJOURNMENT:

BPA LIST OF BILLS
November 3, 2014

City of Niles, OH		\$97,037.24
CT Consultants		\$5,982.64
Deborah Lavelle		\$1,034.00
Graybar		\$45.88
Leavittsburg Hardware		\$11.34
Parts Room Supply Inc.		\$56.00
Pipelines		\$728.93
Trumbull Industries		\$1,821.32
Nicole Giovanni		\$75.00
Wesley Gearhart		\$100.00
Dawn Baer		\$100.00
	Total:	\$106,992.35

Submitted by: Cinthia Slusarczyk

**STREETS, SIDEWALKS, PUBLIC PARKS, BUILDINGS,
GROUNDS, AND GENERAL IMPROVEMENT COMMITTEE**

**Reider
Jones
Sheely**

ORDINANCE NO. _____

**AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 64-2014
AUTHORIZING A CHANGE ORDER TO THE CONTRACT WITH
SHELLY & SANDS, INC., 1721 PINE AVENUE, S.E., WARREN, OHIO
44483, TO INCLUDE 617 BRIM APPLICATION TO THE 2014
LORDSTOWN STREET RESURFACING PROJECT AND DECLARING
AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF
LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

Section 1: That, pursuant to Ordinance 64-2014, the Village of Lordstown awarded a contract to Shelly & Sands, Inc. of 1721 Pine Avenue, S.E., Warren, Ohio 44483 for the 2014 Lordstown Resurfacing Project in the sum total of Six Hundred Seventy-Five Thousand Five Hundred Ninety-Six and 10/100 Dollars (\$675,596.10) as more specifically described in the attached **Exhibit "A"**.

Section 2: That the Street Commissioner/Parks, Grounds and Buildings Superintendent and the Streets, Sidewalks, Public Parks, Buildings, Grounds and General Improvement Committee of Village Council discovered that the Contract awarded to Shelly & Sands, Inc. did not include specification for brimming and therefore recommends that a Change Order be awarded to Shelly & Sands, Inc. for the 617 Berm Application for Palmyra and Hallock-Young Roads in the sum total of Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) as more specifically described in the attached **Exhibit "B"**, the terms of which are incorporated by reference and made a part of the original Contract and this Ordinance.

Section 3: That the Mayor and Clerk are hereby authorized and directed to execute the Change Order for the 617 Berm Application for Palmyra and Hallock-Young Roads, **Exhibit "B"**.

Section 4: That payment for said Change Order shall not exceed Twenty-Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) and shall be paid from 303.330.55000 Roads Capital Improvement Fund.

Section 5: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that the contract must be accepted and awarded in a timely manner.

Section 6: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this _____ day of _____, 2014.

_____, Mayor

_____, Clerk



Shelly & Sands, Inc

1721 Pine Ave.
Warren, Ohio 44483

TRU- 2014 Countywide Road Improvements
Part 8
Lordstown, Ohio
October 23,2014
Trumbull

Contact Person:

Michael Schossler
Phone: (330) 373-0034
Fax: (330) 373-0047
m.schossler@shellyandsands.com

Project:
Bid Date:
County:

Prices for Compacted Aggregate on
Hallock Young and Palmyra Roads

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	COMPACTED AGGREGATE	300.00	CY	55.00	16,500.00
	MAINTAINING TRAFFIC	1.00	LS	2,500.00	2,500.00
	MOBILIZATION	1.00	LS	3,500.00	3,500.00
GRAND TOTAL					\$22,500.00



Shelly & Sands, Inc.

Corporate Headquarters
P.O. Box 1585
Zanesville, Ohio 43702-1585
Phone (740) 453-0721
Fax (740) 455-3144

Branch Offices
720 Home Avenue
Akron, Ohio 44310
Phone (330) 253-3612
Fax (330) 253-8918

1721 Pine Avenue SE
Warren, Ohio 44483
Phone (330) 373-0034
Fax (330) 373-0047

Locations Served:

Chillicothe, OH
(740) 884-4285

Columbus, OH
(614) 444-5100

Mansfield, OH
(419) 529-8455

Marletta, OH
(740) 373-6495

Rayland, OH
(740) 859-2104

Warren, OH
(330) 373-0034

Zanesville, OH
(740) 453-0721

Indianapolis, IN
(317) 778-2351

Parkersburg, WV
(304) 424-7353

FAX TRANSMITTAL SHEET

DATE: OCTOBER 23, 2014
FAX: (330) 824-3703
NAME: ROB
COMPANY: LORDSTOWN STREET DEPARTMENT
FROM: MIKE Schossler

TOTAL NUMBER OF PAGES (INCLUDING TRANSMITTAL SHEET) 2

REGARDING: QUOTE For 617 BERM
Application on PALMYRA AND Hollack young ROADS.

THANK YOU !!!
MIKE

IF YOU DO NOT RECEIVE THE NUMBER OF PAGES INDICATED, PLEASE CONTACT OUR OFFICE AT (330-253-3612). THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CLERK TO MAKE ALL NECESSARY REVISIONS TO THE REVENUE AND APPROPRIATION BUDGETS PURSUANT TO THE AMENDED CERTIFICATE DATED OCTOBER 31, 2014, AND DECLARING AN EMERGENCY.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Clerk is hereby authorized to make all necessary revisions to the revenue and appropriation budgets pursuant to the amended certificated dated October 31, 2014;

Section II: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare and for the further reason that all adjustments are made prior to 2014 year-end closing;

Section III: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of the Ohio Revised Code Section 121.22.

Passed in Council this _____ day of _____ 2014.

_____, Mayor

_____, Clerk

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE GODWIN DRI-PRIME CD103M DIESEL PUMP FROM XYLEM, 300 TEMPLE STREET, PAINESVILLE, OHIO 44077, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO, TWO-THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING:

Section I: That the Village of Lordstown wishes to purchase one (1) Godwin Dri-Prime CD103M Diesel Pump in accordance with the attached purchase order, **Exhibit "A"**, which shall be used jointly by the Village of Lordstown and its Board of Public Affairs

Section II: That the Council of the Village of Lordstown has agreed to reimburse the Board of Public Affairs for one half of the purchase of the Godwin DriPrime CD103M Diesel Pump.

Section III: That the Mayor and Clerk are hereby authorized and directed to execute on behalf of the Village of Lordstown the purchase order for one (1) Godwin Dri-Prime CD103M Diesel Pump and to pay Xylem, 300 Temple Street, Painesville, Ohio 44077, a sum not to exceed Twenty-Nine Thousand Six Hundred Seventy-Seven and 81/100 Dollars (\$29,677.81) which sum shall be shared as follows: (i) Fourteen Thousand Eight Hundred Thirty-Eight and 91/100 Dollars (\$14,838.91) plus one half of the shipping costs shall be paid from the 601.353.55000 Board of Public Affairs (BPA) Capital Improvement Fund, and (ii) Fourteen Thousand Eight Hundred Thirty-Eight and 91/100 Dollars (\$14,838.91) plus one half of the shipping costs shall be paid from the 303.111.55000 Capital Improvement Fund of the Village of Lordstown.

Section IV: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, and for the further reason that this Ordinance must be enacted in a timely manner.

Section V: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this _____ day of _____, 2014.

_____, Mayor

_____, Clerk

BOARD OF PUBLIC AFFAIRS

RESOLUTION NO. 2014-11

A RESOLUTION AUTHORIZING THE BOARD OF PUBLIC AFFAIRS TO CONTRIBUTE TOWARD THE PURCHASE OF A GODWIN DRI-PRIME CD103M DIESEL PUMP FROM XYLEM, 300 TEMPLE STREET, PAINESVILLE, OHIO 44077, AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC AFFAIRS OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That the Village of Lordstown has agreed to purchase one (1) Godwin Dri-Prime CD103M Diesel Pump in accordance with the attached **Exhibit "A"** to be jointly used by the Village and the Board of Public Affairs.

Section II: That the Board of Public Affairs of the Village of Lordstown has agreed to share in the cost of the Godwin Dri-Prime CD103M Diesel Pump.

Section III: That the cost of said Godwin Dri-Prime CD103M Diesel Pump shall not exceed Twenty-Nine Thousand Six Hundred Seventy-Seven and 81/100 Dollars (\$29,677.81) which sum shall be shared as follows: (i) Fourteen Thousand Eight Hundred Thirty-Eight and 91/100 Dollars (\$14,838.91) plus one half of the shipping costs shall be paid from the 601.353.55000 Board of Public Affairs (BPA) Capital Improvement Fund, and (ii) Fourteen Thousand Eight Hundred Thirty-Eight and 91/100 Dollars (\$14,838.91) plus one half of the shipping costs shall be paid from the 303.111.55000 Capital Improvement Fund of the Village of Lordstown.

Section IV: That the Clerk of the Village of Lordstown is therefore authorized to pay the sum of Fourteen Thousand Eight Hundred Thirty-Eight and 91/100 Dollars (\$14,838.91) from the 601.353.55000 Board of Public Affairs (BPA) Capital Improvement Fund toward the purchase of the Godwin Dri-Prime CD103M Diesel Pump.

Section V: That this Resolution is hereby declared to be an emergency measure necessary for the public health, safety and welfare, and for the further reason that this Resolution must be enacted in a timely manner.

Section VI: That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed by the Board of Public Affairs this 23rd day of October, 2014.

Kevin Campbell, Trustee

Thomas C. Duff, Trustee

John Gilligan, Trustee

Andrzej Pasieczny
Clerk of the Board of Public Affairs

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
Contract Items:				
A	1	Godwin Dri-Prime CD103M Diesel Pump <ul style="list-style-type: none"> • 4" 150# Flange Suction and Discharge • John Deere 4024T281 IT4 Diesel Engine • GP60 hwy trailer, 60 gal fuel tank • Electric Brakes - 3" Pintle, • Lights - DOT Standard • Engine/Motor Options <ul style="list-style-type: none"> • PrimeGuard Controller 	\$ 26,517.40	\$ 26,517.40
			1,289.60	1,289.60
B	1	Godwin PrimeGuard Float Set <ul style="list-style-type: none"> • w/ 65' Mechanical Floats 	334.49	334.49
Open Market Items:				
A	1	4" Female Godwin QD x 4" 150# Flange Adapter	\$ 97.53	\$ 97.53
B	1	4" Male Godwin QD x 4" 150# Flange Adapter	131.38	131.38
C	1	4" One Piece Suction Screen with Male Godwin QD Fittings	124.93	124.93
D	1	4" 90 Degree Godwin QD Bend	99.14	99.14
E	1	4" x 20' Black Water Suction Hose with Godwin QD Fittings	256.31	256.31
F	1	4" x 10' Black Water Suction Hose with Godwin QD Fittings	191.83	191.83
G	2	4" x 50' Ironside Red Discharge Hose with Godwin Quick Disconnect Fittings	291.00	582.00
H	1	4" Female Godwin QD x 4" Male NPT Adapter	53.20	53.20

Exhibit "A"

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

Lessor/Supplier and Customer agree that the terms and conditions printed below are material elements of this contract (the "Contract").

OWNERSHIP: FOR RENTED GOODS, RIGHTS AND TITLE SHALL REMAIN WITH THE LESSOR AT ALL TIMES. FOR SALE GOODS, RIGHTS AND TITLE SHALL PASS TO CUSTOMER ON THE EARLIER OF SUPPLIER'S RECEIPT OF PAYMENT IN FULL OR CUSTOMER'S RECEIPT OF GOODS AT THE FOB POINT SPECIFIED IN THIS CONTRACT.

ACCEPTANCE/MODIFICATION: Customer's notice to proceed or possession of the goods shall be deemed agreement to and acceptance of the Contract. Any purchase order or other document submitted by Customer with differing terms or conditions applicable to the goods is hereby rejected. This Contract contains the entire agreement between the Lessor/Supplier and the Customer. No modification of this Contract shall be binding upon Lessor/Supplier unless such modifications are in writing and signed by both parties.

SHIPMENT: Customer shall obtain goods at Lessor's/Supplier's facility unless Lessor/Supplier agrees to ship goods or to make delivery. If goods are to be shipped or delivered by Lessor/Supplier, prices are exclusive of the costs thereof, and unless different terms are stated by Lessor/Supplier in this Contract, all prices are F.O.B. Supplier's facility.

REMOVAL: Customer agrees not to remove rented goods from the original delivery location without the prior written consent of the Lessor, which shall not be unreasonably withheld.

RENTAL CHARGES: Customer will be charged rental from delivery date up to and including date Customer obtains an Off Rent Call Confirmation Number from Lessor. All rental charges are based on an eight hour working day, 48 hour working week, or 28 day month, and no reduction in rental charges will be made for any time the goods are not used while in Customer's possession and control. Customer agrees to report and pay for any overtime use of the goods in any day, per week or month, at the proportional rental charge specified in this Contract. If no time is fixed for rental period, or if rental is extended beyond the fixed period of time, the Customer agrees to give the Supplier four (4) full business days notice of termination of rental in writing. The rented goods are furnished F.O.B. Lessor's facility and all handling and transportation charges to and from Lessor's facility, unless otherwise specified herein, shall be paid by Customer.

CREDIT/PAYMENT TERMS: Credit terms are subject to the approval of Supplier's credit department. If credit terms are not approved, sale will be C.O.D. Rentals shall be payable in advance for each rental period, and, after the expiration of the minimum guaranteed rental period, rents shall be payable per the Contract until the rented goods are returned by Customer. Standard terms of payment are net 30 days from date of invoice. A late fee of 1½ percent per month shall be charged on all balances over 30 days. Customer agrees to pay all costs, including reasonable attorneys' fees, incurred as a result of Customer's breach of this Contract including the failure to pay any amounts due hereunder.

INSURANCE: Customer must maintain specific insurance coverages when renting goods from Supplier: Statutory Workers' Compensation and Employers' Liability in compliance with state laws; Automobile Liability including owned, leased, and non-owned vehicles; and Commercial General Liability on a primary and non-contributory basis including broad form contractual liability coverage. Minimum per occurrence limits of \$1MM must be per location/job and defense cost must be supplementary payments. Claims-made policies are not acceptable. Rented/leased equipment must be covered by a Contractor's Equipment policy for the full replacement value of the equipment. Customer must provide a Certificate of Insurance with endorsements naming Supplier as the Certificate Holder and must state that Lessor is named as additional insured and loss payee. Expiration dates, limits, and deductibles for each policy must also be noted, along with a provision for notice of cancellation, non renewal, or material change to the Certificate holder of not less than 30 days. Customer shall provide a Certificate of Insurance with endorsements as evidence of coverage before Supplier will release the goods. Failure to maintain adequate insurance will result in an additional automatic surcharge of 15% to the total equipment charge and Customer shall remain subject to the Loss/Damages provisions herein whether insured or not.

LOSS/DAMAGES: Customer shall be responsible for all loss or damage to rented goods occurring in excess of ordinary wear and tear, or by theft or fault, negligence or shortages up to the full replacement value of the goods. Lessor's check-up receipt for rental goods shall not be construed as Lessor's final concurrence to Customer. Customer may be invoiced separately for loss or damage.

OPERATION/INSPECTION: Customer agrees to operate the equipment accordance with the manufacturer's manuals and instructions. Customer further agree to place a competent operator in charge of the equipment. The operator shall be responsible for conducting a personal inspection of the equipment to reveal all apparent defects in the equipment and shall immediately notify Lessor of such defects to allow for repair or replacement of the equipment at Lessor's sole discretion. Customer shall operate the equipment at Customer's own risk.

SERVICE/MAINTENANCE: Customer shall be responsible for all fuel and all oils necessary to operate the equipment, and to check same daily to ensure proper operation of the equipment. Normal equipment maintenance is completed after 200 hours of running time, which can be provided by Lessor/Supplier for an additional charge. For rentals, Lessor shall have the right to enter the premises where the rental equipment is located and be given free access thereto and afforded necessary services and facilities for safely and readily inspecting it. Lessor reserves the right to conduct equipment maintenance if Customer has not completed maintenance by a qualified individual. Customer expressly agrees to maintain rental equipment as returned in the same condition as when received, normal wear and tear accepted, and to pay for any repairs that may be necessary, including cleaning.

WARRANTY: EXCEPT FOR WRITTEN WARRANTIES ON GOOD SOLD, LESSOR/SUPPLIER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR/SUPPLIER FROM AND AGAINST ANY AND ALL POTENTIAL CLAIMS, LIABILITIES, DEMANDS, SUITS, JUDGMENTS AND THE ASSOCIATED COSTS AND EXPENSE (INCLUDING REASONABLE ATTORNEYS' FEES), WHICH LESSOR/SUPPLIER MAY INCUR, BECOME RESPONSIBLE FOR OR PAY OUT AS A RESULT OF DEATH OR PERSONAL INJURY TO ANY PERSON OR DESTRUCTION OF DAMAGE TO ANY PROPERTY, CAUSED IN WHOLE OR IN PART, BY THE OPERATION, MAINTENANCE, HANDLING OR TRANSPORTATION OF THE EQUIPMENT, LOSS OF USE, BUSINESS INTERRUPTION OR EXTRA EXPENSE DUE TO EQUIPMENT BREAKDOWN WHILE IN THE CUSTOMER'S CARE, CUSTODY OR CONTROL, OR WHILE IT IS BEING USED FOR CUSTOMER'S WORK. THESE PROVISIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THE CONTRACT.

LIMITATION OF LIABILITY: LESSOR/SUPPLIER LIABILITY, IF ANY, SHALL BE LIMITED TO THE VALUE OF THIS CONTRACT OR \$100,000, WHICHEVER IS GREATER. UNDER NO CIRCUMSTANCES SHALL LESSOR/SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

DEFAULT/DAMAGES: If Customer is in breach of or default in any terms or conditions of this Contract, Lessor/Supplier may terminate this Contract and without demand or notice take immediate possession of, and remove any or all of, the equipment and return it to Lessor's/Supplier's facility, without liability for damage in trespass or otherwise, and without thereby waiving any claim Lessor/Supplier may have against Customer. Customer shall be responsible for all direct and indirect costs along with general and consequential damages, including reasonable attorney's fees and court costs, from Customer's breach of or default in any of the terms or conditions of this Contract.

JURISDICTION/VENUE: This Contract shall be governed by the laws of the State of New Jersey, without regard to its principles of conflicts of laws. Any action against Lessor/Supplier shall be filed in the Federal or State Courts of the State of New Jersey. Lessor/Supplier, at its option, may prosecute collections where debts accrue.

WAIVER: Lessor's/Supplier's waiver of any right under this agreement shall not affect future application of any such provision or any other provision.

SEVERABILITY: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any provision shall not affect the remaining provisions.

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CLERK TO MAKE THE FOLLOWING
TRANSFER WITHIN THE UTILITY FUND AND DECLARING AN EMERGENCY.**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF
LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:**

Section I: That the Clerk is hereby authorized to make the following transfers within the
Utility Water Fund:

(Transfer)
\$350,000.00 from 601.353.55000 (Capital Outlay) into 601.352.53240 (Water Supply)

Section II: That this Ordinance is hereby declared to be an emergency measure necessary for the
public health, safety and welfare and for the further reason that this legislation is
necessary immediately in order to have sufficient account balances within the accounts.

Section III: That the passage of this Ordinance and all deliberations relating to the passage of this
Ordinance were held in open meetings in accordance with the provisions of the Ohio
Revised Code Section 121.22.

Passed in Council this _____ day of _____, 2014.

_____, Mayor

_____, Clerk