



9546 Brandywine Road, Northfield Center, OH 44067  
Phone: (330) 467-7646 Fax: (330) 650-0815 www.northfieldcenter.com

**FISCAL OFFICER**  
Andy LaGuardia

**TRUSTEES**  
Paul G. Buescher, Chair  
Richard H. Reville, Vice-Chair  
Russell F. Mazzola, Trustee

**ADMINISTRATOR**  
Steve Wright

**NOTICE & AGENDA**  
**NORTHFIELD CENTER TOWNSHIP**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**January 14, 2020**

***Beginning immediately upon conclusion of the Work Session or at 7 PM, whichever occurs first***

*(Draft as of January 10, 2019-Subject to change)*

Please silence all electronic devices.

A Sign-in Sheet is available at the beginning of the meeting and will be attached to the official Meeting Minutes.

The public was notified of this meeting by Facebook, Twitter, Community Focus, an e-mail Sunshine Law notice to the Meeting Notification List, information placed on the Township’s website, and the electronic sign.

**A. THE CHAIR CALLS THE MEETING TO ORDER AT \_\_\_\_\_ P.M.**

Roll Call: Russell F. Mazzola \_\_\_\_; Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_.

**B. THE PLEDGE OF ALLEGIANCE:** Completed during Work Session

**C. GUEST SPEAKER:** None

**D. DEPARTMENT HEAD REPORTS**

1. Sheriff
2. Fire
3. Service
4. County
5. Administrator

**E. COMMITTEE REPORTS**

- 1. Communications
- 2. Parks and Recreation
- 3. Safety Services
- 4. Stormwater Management

**F. PUBLIC COMMENTS-LIMITED TO 5 MINUTES PER PERSON**

**G. MOTIONS/RESOLUTIONS**

1) Consent Agenda

All matters under the Consent Agenda are considered by the Board of Trustees to be routine and will be enacted by one motion. Any Trustee may remove an item from the Consent Agenda by request. No second is required for removal of an item. Items removed for separate discussion will be considered after the motion to approve the Consent Agenda.

Organizational Items:

- a) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Public Hearing** of December 2, 2019.
- b) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Work Session** of December 2, 2019.
- c) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Regular Meeting** of December 2, 2019.
- d) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Special Meeting** of December 19, 2019.
- e) The Chair requests a Motion to approve and/or dispense with the reading of the minutes of the **Trustee Special Meeting** of December 31, 2019.
- f) The Chair requests a Motion to authorize the Fiscal Officer to draw December 2019 vouchers, in the amount of \$215,272.09, to meet current expenditures.
- g) The Chair requests a Motion to acknowledge receipt of the Bank Reconciliations for the month of December 2019, received January 2, 2019, as presented by the Fiscal Officer.

The Chair requests a Motion to approve all items on the consent agenda.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Roll Call: Russell F. Mazzola \_\_\_\_; Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_.

- 2) The Chair requests Resolution No. 20/01-14\_\_ to: Accept the NatureWorks Local Grant Program State/Local Project Agreement (“Agreement”), for the Beacon Hills Park Enhancement Project (“Project”), with certification of said Agreement to be provided by the Township’s counsel immediately subsequent to approval. All work on the Project shall be completed by no later than 12/31/2021. **The full text of the agreement is attached to this agenda.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 3) The Chair requests Resolution No. 20/01-14\_\_ to: Approve the request of Kimble Recycling & Disposal, Inc. that the household rate for refuse collection services be increased by \$.60 per household per year, during the current contract period, to entirely defray additional operating costs introduced by the increase in Ohio’s motor vehicle fuel tax rates and Twinsburg Township’s disposal fees. The total impact on Northfield Center Township’s households (for the year) would be \$1,029.00. **The fee request letter has been attached to this agenda.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 4) The Chair requests Resolution No. 20/01-14\_\_ to: Approve the request of Kimble Recycling & Disposal, Inc. that the household rate for recycling collection services be increased by \$.60 per household per month, during the current contract period, to “cover the growing cost of an ongoing program”. The total impact on Northfield Center Township’s households (for the year) would be \$12,348.00. **The fee request letter has been attached to this agenda.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 5) The Chair requests **Resolution No. 20/01-14\_\_** to: Approve the Northfield Center Township Social Media Policy. **The full text of the draft Policy has been attached to this agenda.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 6) The Chair requests **Resolution No. 20/01-14** to: Authorize Service Director Youel to utilize the 2020 \$500 OTARMA MORE Grant funds for the purpose of purchasing lifting chains and straps for the Service Building.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 7) The Chair requests Resolution No. 20/01-14 to: Authorize Township Administrator Steve Wright to request engineering assistance from the Summit County Engineer's Office, to commence design and installation of stormwater ponds at Crestwood Park, per the Summit County Engineer's recommendations contained in the January 11, 2019 "Crestwood Park Preliminary Drainage Report". **Said report is attached to this agenda.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 8) The Chair requests **Resolution No. 20/01-14** to: Approve a BC, in the amount of \$12,000, to be drawn from the 10-A-15F (Fire Other) Fund, for various, anticipated 2020 Fire expenditures.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 9) The Chair requests **Resolution No. 20/01-14** to: Approve the encashment of 68.23 unused vacation hours for John Horn.

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_\_; Richard H. Reville \_\_\_\_\_; Paul G. Buescher \_\_\_\_\_.

- 10) The Chair requests **Resolution No. 20/01-14** to: Approve a Purchase Order, in the amount of \$750, payable to Apex Land Surveying, to complete a survey of the Beacon

Hills Park property (inclusive of three parcels). **The three quotes received have been attached to this agenda.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_; Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_.

11) The Chair requests a Motion to schedule two hearings, for Monday, March 2<sup>nd</sup>, immediately preceding the Trustee Work Session and Regular Meeting, and Monday, March 9<sup>th</sup>, at 6 pm, to discuss implementing the new, additional \$5 Permissive Motor Vehicle License Fee in the Township.

Per ORC 4504.181(B), "Prior to the adoption of any resolution under this section, the board of township trustees shall conduct two public hearings on the resolution, the second hearing to be not less than three but not more than ten days after the first hearing. The board shall provide notice of the date, time, and place of both hearings by publication in a newspaper of general circulation in the township...once a week on the same day of the week for two consecutive weeks. The second publication shall be not less than ten but not more than thirty days prior to the first hearing."

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_; Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_.

**H. FISCAL OFFICER'S REPORTS AND COMMENTS**

**I. TRUSTEES' REPORTS AND COMMENTS**

**J. TRUSTEE \_\_\_\_\_ REQUESTS A MOTION FOR ADJOURNMENT.**

\_\_\_\_\_ moves; \_\_\_\_\_ seconds.

Discussion: \_\_\_\_\_

Roll Call: Russell F. Mazzola \_\_\_\_; Richard H. Reville \_\_\_\_; Paul G. Buescher \_\_\_\_.

The meeting adjourned at \_\_\_\_\_ p.m.

**NATUREWORKS LOCAL GRANT PROGRAM  
STATE/LOCAL PROJECT AGREEMENT  
SUMM-065**

The State of Ohio, represented by the Ohio Department of Natural Resources (hereinafter "State of Ohio" or "ODNR"), and Northfield Center Township, (hereinafter referred to as "Grantee"), having entered into this NatureWorks Local Grant Program State/Local Project Agreement (hereinafter "Agreement") hereby agree to the following terms:

**1. NOTICES.** Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the following addresses:

**Grantee:**  
**Northfield Center Township**  
**9546 Brandywine Road**  
**Northfield Center, Ohio**  
**44067**

**ODNR:**  
**Ohio Department of**  
**Natural Resources**  
**Office of Real Estate and**  
**Land Management**  
**Attn: Timothy Robinson**  
**2045 Morse Road, Bldg E2**  
**Columbus, OH 43229-**  
**6693**

Notwithstanding the foregoing, notices sent by fax or email shall be effective unless the party sending the notice, consent or communication receives an undelivered mail notification. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

**2. PROJECT DESCRIPTION.** Grantee shall: Enhance existing amenities and increase accessibility in Beacon Hills Neighborhood Park (the "Project").

**3. TIME FOR COMPLETION.** Grantee shall complete all work on the Project on or before **12/31/2021**.

**4. COMMENCEMENT AND TERMINATION.** The Project shall commence on the earlier of the date that this Agreement is signed by an authorized official of ODNR or the date that a waiver of retroactivity is granted by ODNR (the earlier of the two dates shall be referred to as the "Effective Date"), and shall terminate on the date that the final reimbursement is issued or the Project is otherwise terminated by action of ODNR (the "Termination Date"). If Grantee fails to pursue performance of the Project within a reasonable period of time, ODNR, in the exercise of its sole discretion may terminate the Project. The period of time between the Effective Date and the Termination Date shall be referred to herein as the "Project Period."

**5. NON-APPROPRIATION AND OBM CERTIFICATION.** In the event this Agreement extends in time beyond the current biennium, ODNR's obligation to provide funds hereunder shall continue only if such funds are appropriated and the Director of the Office of Budget and

Management certifies, pursuant to Ohio Revised Code Section 126.07, that there is a balance in the appropriation not previously obligated to pay existing obligations.

**6. NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described in Exhibit A (the Boundary Map) attached hereto, on which the Project will be located and developed to enhance the use of natural resources (the "Property"). The Grantee represents that it is the fee simple owner of the Property, or has a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A,

**7. PERFORMANCE OF PROJECT.** Grantee agrees to: (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal; (2) comply with all applicable federal, state and local laws and regulations; (3) promptly submit to ODNR, such reports and documents as ODNR may request; (4) report any and all income gained on the property or facilities during the Project Period; (5) establish a separate account for the funds for the acquisition and/or development of the Property; and (6) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance. ODNR reserves the right to audit the special account created by Grantee, pursuant to this paragraph, either during or after completion of the Project.

**8. FUNDING BY ODNR.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed \$114,885 from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill 790, Ohio Revised Code, Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs.

**9. COMPLIANCE WITH ODNR PROCEDURES.** ODNR and the Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter "Procedural Guide" and "Application"). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Agreement. In the event of termination, all unused funds shall be retained by ODNR. ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Project Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.

**10. COMPLIANCE WITH LAW.** Grantee agrees to comply with all applicable federal, state, and local laws in the conduct of the work hereunder, including federal and state prevailing wage laws (Ohio Revised Code Chap. 4115, as well as Ohio Administrative Code Chap. 4101:9-4). Grantee and its employees are not employees of the State with regard to the application of the Fair

Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and state revenue and tax laws.

**11. USE OF PROPERTY.** Grantee agrees to operate, maintain and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement, as identified in Exhibit A, the "Boundary Map," attached hereto and a part hereof. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Section 21, Article VIII of the Ohio Constitution

**12. MAINTENANCE OF PROPERTY.** The Property will be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.

**13. ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require any facility on the Property to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17). Grantee will be responsible to ensure compliance with these specifications by the contractor.

**14. USER FEES.** User fees charged for use of the Property or facilities on the Property will be reasonable for all users and will not create unfair competition with private enterprises offering similar services. Excess revenues from user fees for use of the Property or facilities on the Property will be returned to the public in the form of expanded facilities or services on the Property.

**15. QUALIFICATION TO RECEIVE GRANT.** Grantee affirms that it duly organized local government entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.

**16. BIDDING; PLANS.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law, to the extent reasonable possible as determined by Grantee, Grantee shall employ an open and



competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions, may not be acceptable. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.

**17. UTILITIES.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.

**18. DISCRIMINATION PROHIBITED.** Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., will be met at all times. No person will be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, handicap, military status, age or ancestry.

**19. RELOCATION ASSISTANCE.** Grantee shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and Ohio Revised Code Chap. 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for the Property to be developed with assistance under the this Agreement.

**20. RELATIONSHIP OF THE PARTIES.**

**A. Expenses.** Grantee shall be responsible for all its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

**B. No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.

**C. No Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

**D. Separate Entity.** It is fully understood and agreed that Grantee is a separate entity and neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.

**21. LIABILITY OF GRANTEE.** The parties agree that Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own

costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

**22. REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

**23. TAXES.** Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.

**24. SELF INSURANCE.** The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollars per occurrence in accordance with Section 9.87 of the Ohio Revised Code.

**25. DRUG-FREE WORKPLACE.** Grantee agrees to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted contractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way while engaged in the Project.

**26. NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to Ohio Revised Code § 125.111 and ODNR's policy, Grantee agrees that Grantee, any contractor, and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in Ohio Revised Code § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work relating to the Project. Grantee further agrees that Grantee, any contractor, and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

**27. CONFLICTS OF INTEREST.** No personnel of Grantee who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any of the work on the Project shall, prior to the completion of the Project, voluntarily acquire any

personal interest, direct or indirect, that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of the Project. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to ODNR in writing. Thereafter, he or she shall not participate in any action affecting the Project, unless ODNR shall determine in its sole discretion that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

## **28. GRANTEE'S REPRESENTATIONS AND WARRANTIES**

**A. Affirmative Action Program.** Grantee represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to Ohio Revised Code § 125.111(B) and has filed an Affirmative Action Program Verification form with the Equal Employment Opportunity and Affirmative Action Unit of the Department of Administrative Services.

**B. Ethics Compliance.** Grantee, by signature on this document, certifies that Grantee: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**C. Legal Status.** Grantee affirms that it has been properly formed, and properly exists, as a political subdivision in the State of Ohio. Grantee further represents and warrants that it has legal authority to undertake all requirements of this Agreement.

**D. Campaign Contributions.** Grantee hereby certifies that neither Grantee nor any of Grantee's officers, nor the spouse of any such person, has made contributions to the governor or the governor's campaign committees in excess of the limitations specified in Ohio Revised Code § 3517.13.

**E. Findings for Recovery.** Grantee affirmatively represents and warrants to ODNR that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken appropriate remedial steps required under Ohio Revised Code §9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery of said funds. Grantee warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code § 9.24.

**F. Debarment.** Pursuant to 2 CFR Part 180, Section 180.300 (c), Grantee represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in this transaction by any federal department or agency. Grantee affirms that if at any time during the term of this Agreement Grantee is the subject of any reportable event as outlined in Section 872 of Public Law 110-417 (41 USC 2313), for any reason, becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business

with the State of Ohio, Grantee will immediately notify ODNR, in writing, and will immediately cease performance of the work. Failure to provide such notice in a timely fashion as required by NPS shall void this agreement and may be sufficient cause for ODNR to debar Grantee from future state contracting opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code §§ 153.02 or 125.25.

**G. Boycotting.** Pursuant to Ohio Revised Code §9.76, Grantee hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.

**H. Offshore Goods and Services.** Grantee affirms to have read and understands the terms of Executive Order No. 2019-12D issued by Ohio Governor Mike DeWine and has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order and Affirmation and Disclosure Form are available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

## 29. BREACH; CURE; DAMAGES.

**A. Notice of Breach.** ODNR may, at any time after a breach, terminate this Agreement, upon written notice to Grantee. ODNR may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement.

**B. Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided ODNR in this Agreement, including, but not limited to, recovery of funds paid for goods or services Grantee receives in violation of Executive Order No. 2019-12D, costs associated with corrective action, and liquidated damages.

## 30. MISCELLANEOUS

**A. Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

**B. Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**C. Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR. Any assignment or delegation not consented to may be deemed void by the State.

**D. Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

**E. Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**F. Entire Agreement.** This Agreement, along with documents incorporated herein by reference, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements with respect to the subject matter hereof, whether written or oral, between the parties.

**G. Execution.** This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.

**H. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**I. Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**STATE OF OHIO DEPARTMENT OF  
NATURAL RESOURCES:**

**GRANTEE:**

By: \_\_\_\_\_  
Steven Gray, Assistant Director  
As Designee For:  
Mary Mertz, Director

By: \_\_\_\_\_  
Signed  
Title: \_\_\_\_\_



Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

www.kimblecompanies.com

November 5, 2019

Northfield Center Township  
Steve Wright  
Township Administrator  
9546 Brandywine Road  
Northfield Center, OH 44067

**RE: Township Fee and Motor Fuel Tax Increase**

Dear Mr. Wright:

On July 1, 2019, the State of Ohio's Transportation Budget (House Bill 62) took effect. The new State Law mandates new motor fuel tax rates for gasoline (38.5 cents per gallon) and diesel (47 cents per gallon), resulting in a 10.5 cent per gallon tax increase for gasoline and a 19 cent per gallon tax increase for diesel. There will also be a five-year phase in to establish a compressed natural gas tax rate at the same level as the diesel rate, starting at 10 cents per gallon. In addition, Twinsburg Township recently increased the fee for trash disposal through our facility by \$.07 per ton.

The purpose of this letter is to ask for your consideration and approval to increase the rate for refuse collection service, to account for the increase in the State's motor fuel tax and Twinsburg Township fee. We have reviewed the costs associated with our collection services, resulting in an increase of \$.60 per house per year, in order to pass along the tax and fee increases on a dollar-for-dollar basis. The total cost to your community from these increases is estimated at \$1,029.00.

These mandated government increases are beyond our control, and we respectfully request your confirmation of this notification to include this operating cost increase in our next billing cycle.

If you have any questions pertaining to this request, I would be available to meet with you at your convenience. We appreciate the opportunity to serve your residents.

Sincerely,

A handwritten signature in purple ink, appearing to read "Don Johnson", is written over the word "Sincerely,".

Don Johnson





Kimble Recycling & Disposal, Inc.

P.O. Box 448

Dover, OH 44622

Phone: (800) 201-0005

Fax: (330) 343-7560

[www.kimblecompanies.com](http://www.kimblecompanies.com)

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October 1, 2019

Northfield Center Township  
Attn: Steve Wright  
Township Administrator  
9546 Brandywine Road  
Northfield Center, OH 44067

Re: Curbside Recycling Collection

Dear Mr. Wright,

Since 1993, when the Kimble family opened their first post-consumer recycling facility here in Northeast Ohio, they have prided themselves with continuous recycling operations, processing many millions of pounds of paper, cardboard, plastic, glass and metal products for resale to industry. This uninterrupted collection and recycling effort has helped greatly to extend landfill space for the future needs of our area.

In the past, we have seen monthly market price fluctuations, while difficult to manage, generally tended to average out at acceptable revenue levels, quarter to quarter. Unfortunately and unpredictably, over two years ago, due mainly to the Chinese government's ban on the importation of all but the highest quality recycled product, revenues have plummeted. Paper, as an example, previously sold for \$70 to \$100 per ton. Most of the last year the price has been at \$15 per ton.

Other factors, including raw material contamination, have increased processing costs to a range of \$70 to \$90 per ton. Items like clothing, hoses, wires and plastic bags wrap around our sorting equipment, cause plant downtime and hours of labor to free the screening mechanisms, and expose our employees to potential injury to remove these contaminated items from the equipment. This non-recyclable contamination must be removed manually, and hauled to the landfill. This all adds significant cost to processing. Paper and other recyclable products become less valuable as a result of contamination.

Consequently, we request your consideration. Since we have experienced significant and unpredictable increases in the cost of processing and reductions in the value of recyclable material, we are losing money with the recycling program. We ask that you consider a \$.60 increase in the price per unit per month to cover the growing cost of maintaining an ongoing program. We estimate the total change in monthly cost to be \$1,029.00. We want to continue our strong relationship with your community and recognize recent bid results for similar services in nearby communities have steadily increased per unit. We believe this is a fair compromise to address what we face in the industry.

Best regards,

Don Johnson

## **NORTHFIELD CENTER TOWNSHIP SOCIAL MEDIA POLICY**

The purpose of this Social Media Policy (“Policy”) is to establish guidelines and practices for the use and management of Northfield Center Township’s (“Township’s”) Social Media outlets. The Township’s use of Social Media is to augment and enhance our established print, cable TV, signage, and web communications with the public.

### **Scope of this Policy**

Elected officials for the Township, Township staff, and outside individuals or entities posting on Township-administered Social Media platforms are governed by this policy. For the purposes of this Policy, Social Media is defined as any communication that is achieved via email, blogging website, social media website, official website, text, electronic newsletter, or other similar communication channels/platforms.

This Policy have been created in order to protect the Board’s reputation, facilitate compliance with applicable laws and regulations, clarify roles and permissions of Social Media outreach within the Northfield Center Township organization, and empower members of the Board and Township staff to be effective advocates of Northfield Center Township by putting forth singular messages and unified, shared narrative.

### **Social Media Authority and Administration**

The Township’s elected officials, as well as the Township Administrator, have the authority to enforce this policy. Unless otherwise designated, the Township Administrator and/or his designee shall administer and update the Social Media accounts.

The only social media channels/platforms permitted for Board or Township-related events are those specifically developed by, or authorized to be developed by or used on behalf of, the Board or its designee.

Any person who is not an elected official or member of the Township staff who chooses to contribute to any Social Media channel/platform is personally responsible for their contribution. The Township is specifically NOT responsible for said contribution.

Any and all statements that are to be made by Northfield Center Township via Social Media regarding any ongoing matters of legal or social importance outside of the normal scope of Northfield Center Township business are to be made by the Elected Officials of the Township after discussion and agreement amongst the same.

Any statements made by anyone other than the Elected Officers, or an authorized representative thereof, via Social Media, are deemed to not be from Northfield Center Township and should be disregarded for all purposes.

Elected officials and designated staff are official spokespersons of Northfield Center Township.

### **Use of Personal Social Media by Elected Officials to Post Township-Related Business**

Township Social Media sites are subject to Ohio’s Sunshine Laws. Any content maintained in a Social Media format that is related to Township business, including lists of subscribers and posted communication, is a public record, except to the extent that such content includes information that is exempt from disclosure. Users have no expectation of privacy or confidentiality with respect to



any content they post to Township social media sites. The Township shall have full rights and permission to all posted content, including digital photographs and videos.

Elected officials or Township staff who utilize their personal Social Media accounts to post organization-related business are, likewise, creating a public record. In addition, any attempt to block social media users, from personal Social Media accounts that incorporate Township business, based on their views, may create First Amendment issues. See, for instance, *Davison v Loudoun County Board of Supervisors*, 227 F.Supp.3d 605 (2017)\*\*.

\*\**Davison v. Loudoun County Board of Supervisors* involved the chair of the Loudoun County Board of Supervisors, Phyllis J. Randall. In her capacity as a government official, Randall runs a Facebook page to keep in touch with her constituents. In one post to the page, Randall wrote, "I really want to hear from ANY Loudoun citizen on ANY issues, request, criticism, compliment, or just your thoughts." She explicitly encouraged Loudoun residents to reach out to her through her "county Facebook page."

Regardless of the manner in which Elected Officials or staff utilize their personal accounts, neither those accounts nor any account established for a singular department, program, or agency should be construed as speaking for the entire Township.

### **Social Media Identification/Branding**

Social media accounts are an extension of the Township brand in the digital space, and the public needs to be able to quickly and accurately identify official accounts. It also needs to be clear that employees don't speak on behalf of the Township and that their personal views are their own. Social Media accounts administered by the Township should be designated as such via the following included language: "This site is administered by Northfield Center Township to enhance communication with our residents."

### **Retention Process**

Social Media accounts utilized for Township business are subject to public records requests via Ohio's Sunshine Laws. As such, posts shall be retained, separate from the Social Media site itself, based on the timelines established in the current Northfield Center Township Records Retention Schedule.

### **Communication Monitoring and Removal Protocol**

Posts to Township social media sites will be monitored and reviewed. The Township Social Media sites are not meant for comments that do not relate to the purpose or topic posted. User comments should directly relate to the information posted or displayed by the Township on the site.

Comments which are found to be inflammatory, offensive, derogatory, threatening, intimidating, intending harm to any individual or organization, or posted to advertise a business are prohibited. Similarly, confidential, copyrighted, personal (PPI), HIPPA and other sensitive information must always be protected, and should not be allowed on public Social Media.

All Social Media posts that violate the terms of this policy may be subject to removal. Removed content shall be retained off-line and stored by the Township for a year. The Township may preclude access to social media to any individual who violates the terms of this policy, without notice to such individual. The Township is not liable for inappropriate or offensive comments, any

comments that are prohibited as noted above, and/or the improper publication of confidential information that may be posted on Social Media.

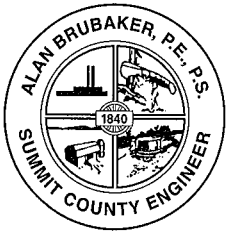
**Violation Consequences**

As indicated in the Communication Monitoring and Removal Protocol section above, the Board reserves the rights to remove any post and/or individual from any Social Media channel/platform if they do not comply with the guidelines outlined in this policy, in its entirety. In addition, Township staff who violate this policy, by posting prohibited content, will be subject to disciplinary action, up to and including termination.

**Amendments to these Guidelines**

These Guidelines shall be reviewed and updated every two years (or as needed) by the Board of Trustees, beginning in January 2020, with the next review scheduled for not later than January 2022 and continuing thereafter.

**Approved and Adopted by:**



# ALAN BRUBAKER, P.E., P.S.

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SUMMIT COUNTY ENGINEER

January 11, 2019

Northfield Center Township Trustees  
9546 Brandywine Rd.  
Northfield Center, OH 44067-2408

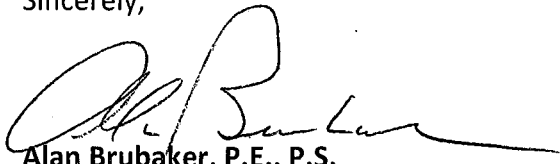
**RE: Response to Northfield Center Township Request for Service, per Resolution  
No. 18/04-02, Dated April 12, 2018.  
"STUDY OF PROPOSAL TO ADD STORMWATER PONDS AT CRESTWOOD PARK"**

Gentlemen,

Per your request for service dated April 12, 2018, please find the enclosed study titled,  
"Crestwood Park Preliminary Drainage Report," that was prepared by our staff.

We will be pleased to meet with you to discuss this report and address any questions you may  
have.

Sincerely,



Alan Brubaker, P.E., P.S.  
Summit County Engineer

AB/dl

Cc: Lawrence Fulton, P.E., P.S. Chief Engineer  
Dave Koontz, P.E.  
Tim Boley, P.E.  
Brian Knapp, P.E.



538 E. South Street ♦ Akron, Ohio 44311-1843 ♦ Tel: 330-643-2850 ♦ Fax: 330-762-7829

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Website: [www.summitengineer.net](http://www.summitengineer.net)



**Crestwood Park Preliminary Drainage Report**  
**Summit County Engineers Office**  
**Date: January 10, 2019**

**Purpose of Study:**

Response to Northfield Center Township request for service per Resolution No. 18/04-02 dated April 12, 2018.

**Study Location:**

Crestwood Township Park at the southern end of Crestwood Lane in the Bluebird Knolls Subdivision in Northfield Center Township. West of Olde 8 Rd. and north of Marwyck Dr.

**Background:**

Northfield Center Township has requested the County Engineers office to evaluate the feasibility of constructing two detention basins within the Crestwood Township Park and to provide an engineering opinion of the potential benefit of such basins toward relieving flooding in the Crestwood Lane and Marwyck Dr. areas. In these areas, stormwater frequently backs up, exceeding the capacity of the storm sewer, flooding the roadway, driveways, and yards. The areas impacted include the subdivisions of Bluebird Knolls, Brandywine Estates, and Beacon Hills. These subdivisions were built in the 1950s and 60s before detention basins were required.

Crestwood Township Park was the site of a former sewage disposal plant which was abandoned by Summit County. The land was then given to the township. Currently, there is a playground and a small walking path on the northern portion of the property. The southern portion of the property is unimproved and is wooded, very flat and poorly drained. An existing 8" sanitary sewer runs through the park from Olde 8 Rd. to Crestwood Lane. A gas line and a small chain link fence are located on the northern portion of the property. These utilities and the fence may need to be relocated should stormwater facilities be constructed there.

The runoff from the northern portion of Crestwood Township Park, including runoff from Bluebird Knolls Subdivision, Crestwood Lane, and the northern half of the park outlets into twin 24" conduits on the east side of the park and then into a 36" conduit on along the west side of Olde 8 Rd. This conduit is part of the storm sewer system along Olde 8 from Fairhaven Blvd. to Highland Rd. that was built in 1992 as a Northfield Township OPWC project administered for the township by the County Engineer's Office. The storm sewer system outlets just north of Highland Rd. in the rear of the VFW property on Olde 8 Rd.

Runoff from the southern portion of Crestwood Township Park outlets to a culvert under Marwyck Dr. and then drains to the south in a drainage ditch behind the homes along Dorwick Dr. This area drains lots from the Brandywine Estates and Beacon Hills subdivisions. This drainage ditch joins the storm sewer system from Olde 8 Rd. on the north side of the VFW property. This area is within the limits of a County Ditch Petition currently waiting upon action of Summit County Council.

### **Preliminary Analysis:**

A preliminary hydraulic analysis of the area revealed that there are 59.1 acres draining to the northern portion of the park and includes runoff from most of the land within Bluebird Knolls Subdivision. Analyzing the north basin outlet without detention basin water storage, we determined that the stormwater would quickly back up into the yards of the homes for only a 2-year design storm. Larger rainfall events result in water backing up into the roadside ditches, yards and roadways upstream of the park and then overflowing into the southern portion of the park and to Marwyck Dr. to the south.

Utilizing the northern area of the park to construct a retention pond has the potential to considerably decrease the frequency of yard flooding and overflow into the southern portion of the park.

An additional 33.5 acres drain to the south basin outlet at Marwyck Dr. from the Brandywine Estates Subdivision. This water and any overflow from the northern area of the park drains to Marwyck Dr. and flows to the south in a drainage ditch along the back of the lots that front upon Dorwyck Dr., eventually joining the storm sewer system from Olde 8 Rd. on the north side of the VFW property and continuing to Highland Rd. This area is also within the limits of a County Ditch Petition currently waiting upon action of Summit County Council.

Utilizing the southern area of the park to construct a second retention pond has the potential to considerably decrease the frequency and extent of yard flooding due to flow from Brandywine Estates.

The total area draining to the northern park area and the southern park area combined is 92.6 acres. Constructing a single large basin rather than a northern and a southern basin allows for a larger total pond by eliminating an existing embankment between the two sections of the park. A combined basin would utilize both outlets, the 24" conduit to Olde 8 Rd. and the three 17" culverts under Marwyck Dr. This may be the preferred configuration for a stormwater retention pond since it may provide better flood reduction than utilizing two basins. Additional analysis during design should consider both options.

### **Study Assumptions:**

The preliminary analysis assumes that flow from the proposed new basin (or basins) has a free flowing, unobstructed and properly sized outlet to the downstream areas through the storm sewer along Olde 8 Rd. and the drainage ditch behind Dorwick Dr. to Highland Rd. If these outlets are not adequately re-constructed and periodically maintained, then stormwater will continue to back up and the basin(s) will be ineffective.

### **Study Limitations:**

Detailed topographic data and elevations were not obtained and the location of wetlands, soil types and depth to groundwater have not been determined. These factors could impact the feasibility of constructing the proposed basin(s) and must be considered should the proposal for improvement of drainage in the area move forward to the design phase.

**Study Conclusions:**

A combined retention pond located on the Township park property will reduce the peak flows downstream, and, in conjunction with improvements and proper maintenance of the outlets to Highland Road, will significantly improve stormwater drainage in the area.

Improvement and perpetual maintenance of the stormwater outlet is essential to the proper function of the proposed stormwater basin(s).

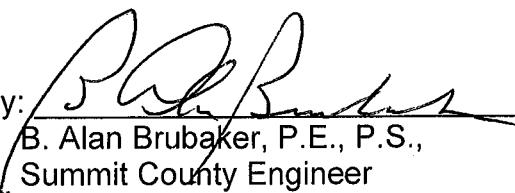
**Recommendation:**

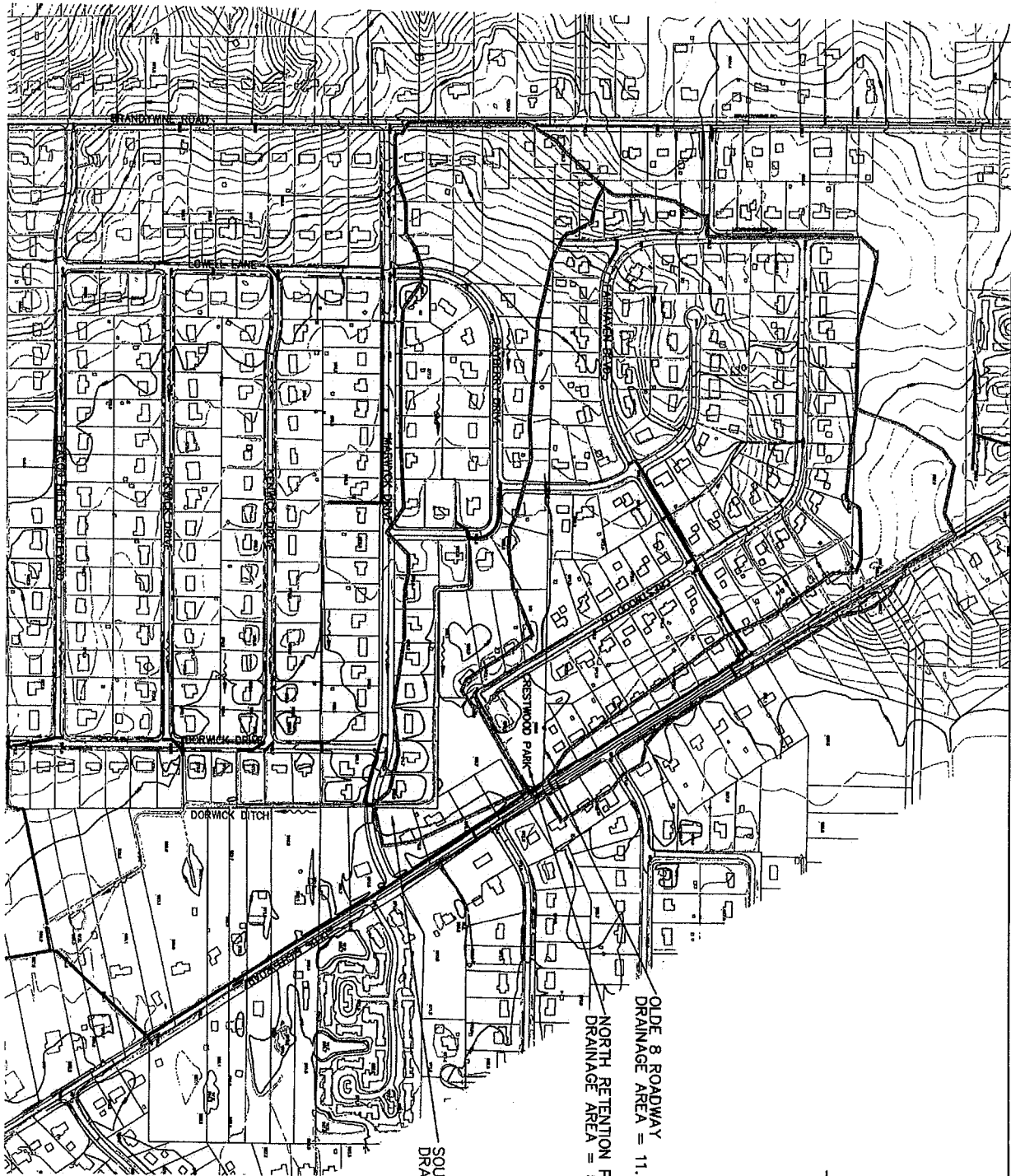
Encourage County Council to proceed with the design phase of the current ditch petition that is under their consideration with the understanding that the County Engineer will recommend amendments to the petition to add the Bluebird Knolls Subdivision drainage area and to add the construction of a stormwater pond and or ponds on the lands currently occupied by the Township park to the work proposed in the ditch petition. Utilizing the ditch petition process will insure that the basin(s) and the outlet drainageways construction will be funded and upon completion be placed under permanent maintenance by the County. as has been proposed by the ditch petition under consideration by County Council. (Note that funding for County implementation of the ditch petition process may be dependent upon the Township joining the County's Stormwater Management District.)

Construction of ponds on the Township property without also improving the downstream drainage system is not recommended.

**Attachments:**

- Drainage Area Map
- Preliminary Pond Layout Schematic (Dual Ponds)
- Preliminary Pond Layout Schematic (Single Pond)

Report Approved by:  Date: Jan 16, 2019  
B. Alan Brubaker, P.E., P.S.,  
Summit County Engineer



SOUTH RETENTION POND  
DRAINAGE AREA = 33.3 ACRES

NORTH RETENTION POND  
DRAINAGE AREA = 59.1 ACRES

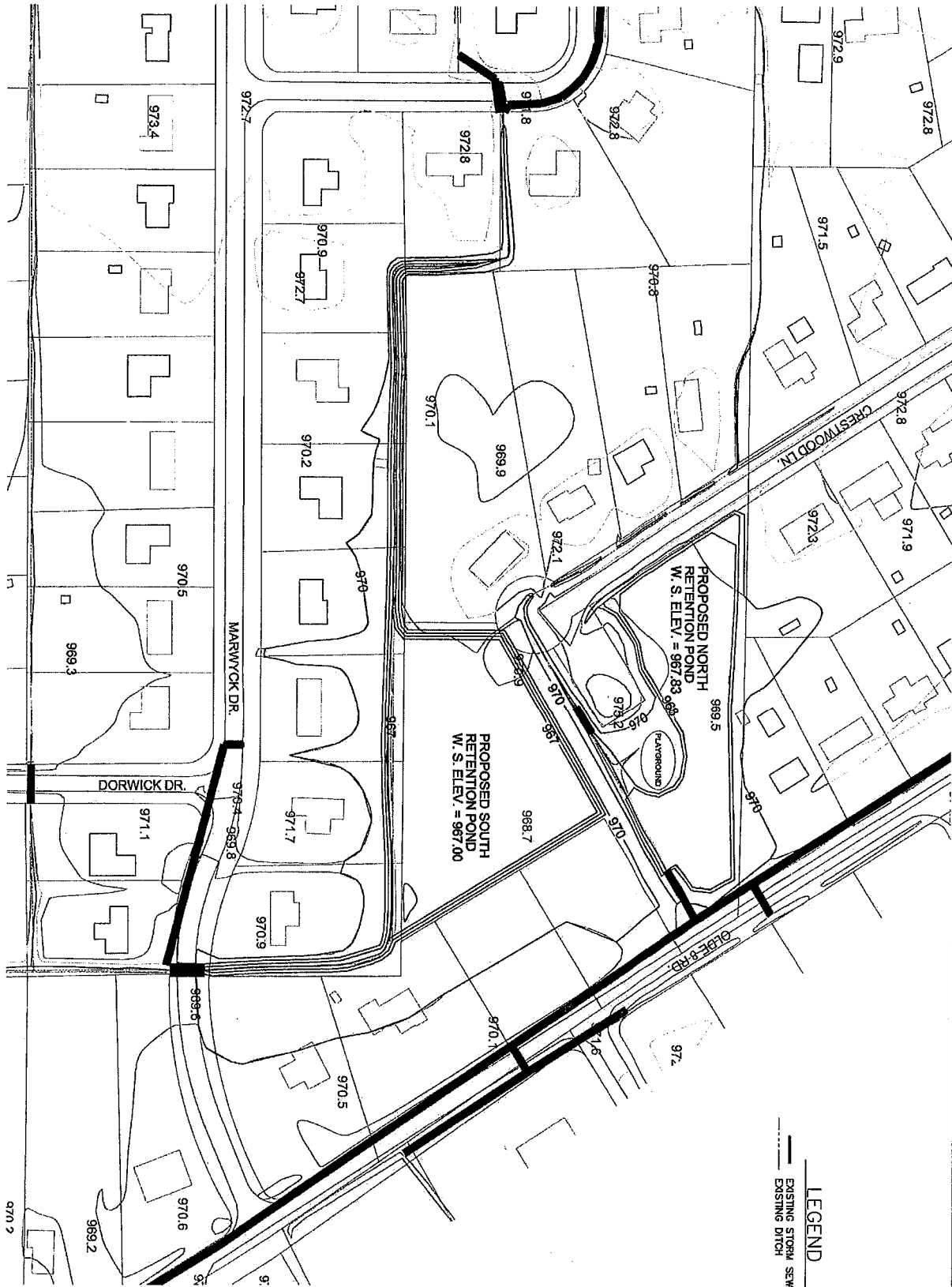
OLDE 8 ROADWAY  
DRAINAGE AREA = 11.6 ACRES

- LEGEND**
- EXISTING STORM SEWER/CULVERTS
  - EXISTING DITCH
  - ROAD/DITCH DRAINAGE DIRECTION

 **SUMMIT COUNTY**

**PRELIMINARY DRAINAGE MAP  
CRESTWOOD PARK DRAINAGE MAP**

CALCULATED BAK CHECKED LF	 <p>100 HORIZONTAL SCALE IN FEET</p>	
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**LEGEND**  
 --- EXISTING STORM SEWER/CULVERTS  
 --- EXISTING DITCH



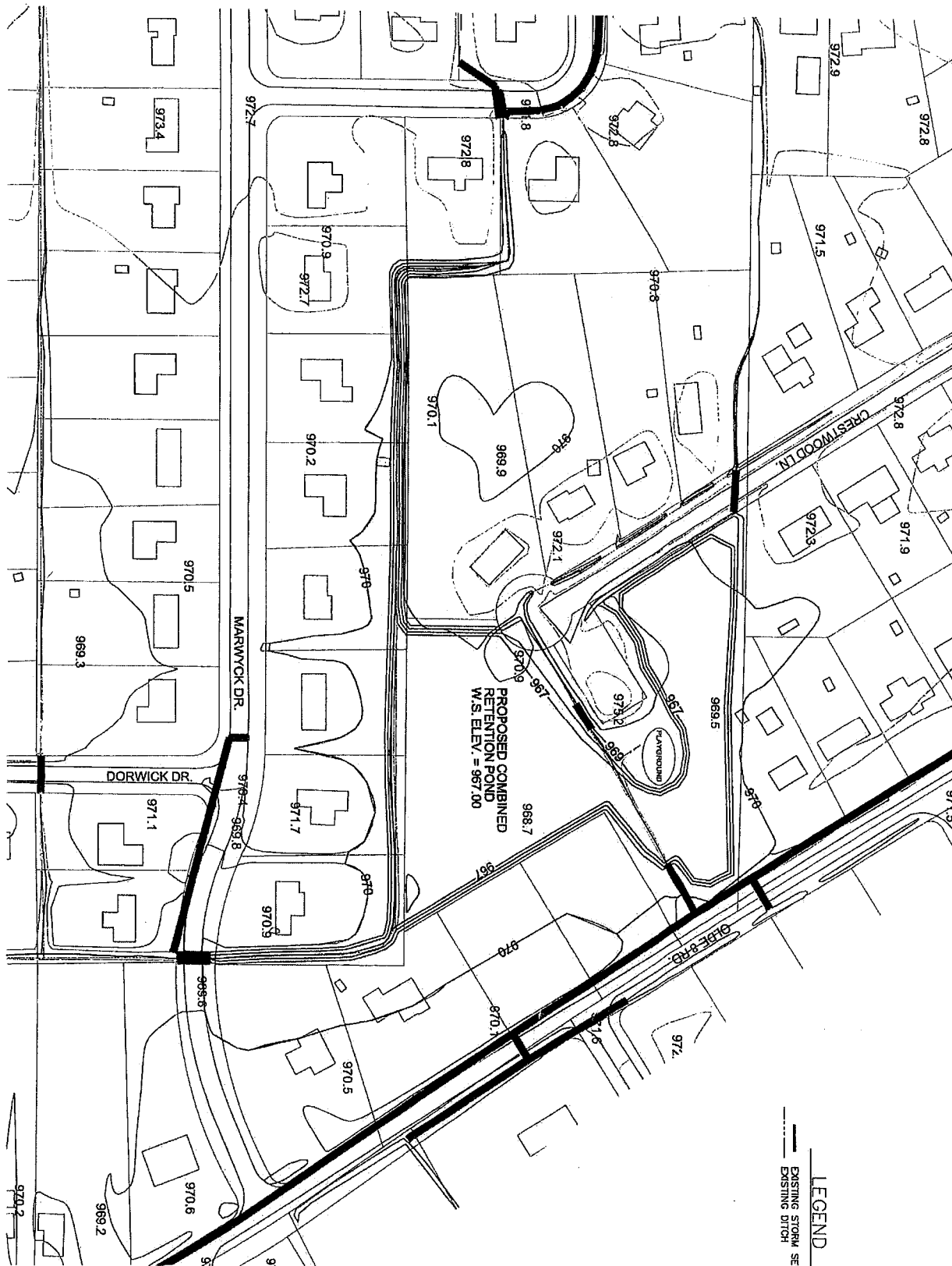
**SUMMIT COUNTY**

**PRELIMINARY DRAINAGE STUDY  
 CRESTWOOD PARK - SEPARATE PONDS**

CALCULATED: 0 60  
 BAK  
 CHECKED  
 LF  
 30  
 HORIZONTAL  
 SCALE IN FEET







**LEGEND**  
 --- EXISTING STORM SEWER/CULVERTS  
 - - - EXISTING DITCH

**SUMMIT COUNTY**

**PRELIMINARY DRAINAGE STUDY  
 CRESTWOOD PARK - COMBINED PONDS**

CALCULATED BAK	0	60	
CHECKED LF	30	120	
HORIZONTAL SCALE IN FEET			

## Steve Wright

---

**From:** Steve Wright  
**Sent:** Friday, January 10, 2020 3:04 PM  
**To:** Paul B.; Richard Reville; Russell Mazzola  
**Cc:** 'Rick & Donna Patz'  
**Subject:** FW: Quote Request - Beacon Hill Blvd

Tracking:	Recipient	Delivery
	'Rick & Donna Patz'	
	Paul B.	
	Richard Reville	Delivered: 1/10/2020 3:05 PM
	Russell Mazzola	Delivered: 1/10/2020 3:05 PM

Quote #3 for the Beacon Hills Park survey is below. This is the lowest quote.

---

**From:** Kelly Dunford, P.S. <ps8182@sbcglobal.net>  
**Sent:** Friday, January 10, 2020 2:11 PM  
**To:** Steve Wright <townadministrator@northfieldcenter.com>  
**Subject:** RE: Quote Request - Beacon Hill Blvd

Hi Steve,

Thanks for the inquiry and sorry for the delay in my response, as I've been in the field most of this week. My fee to provide a boundary survey for the perimeter of these 3 parcels would be \$750. This service would include: The establishment of the perimeter/property lines formed by the 3 parcels, the pinning of the perimeter lot corners, stakes set intermediately along the perimeter of the property (to aid in determining the exist. swale location) along with a map of survey for your records.

Let me know if you have any questions or if you would like to proceed.

I can typically start new work within a week of authorization and estimate about a week to turn this around.

Thanks!

Kelly Dunford, P.S.  
Apex Land Surveying  
2858 Fulmer Dr., Silver Lake, OH 44224  
Office: (330) 928-7750  
Email: [ps8182@sbcglobal.net](mailto:ps8182@sbcglobal.net)  
Website: [www.apexlandsurveying.com](http://www.apexlandsurveying.com)

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**From:** [noreply=apexlandsurveying.com@wpdatacenter.com](mailto:noreply=apexlandsurveying.com@wpdatacenter.com) <[noreply=apexlandsurveying.com@wpdatacenter.com](mailto:noreply=apexlandsurveying.com@wpdatacenter.com)> **On**  
**Behalf Of** Steve Wright  
**Sent:** Monday, January 6, 2020 4:09 PM  
**To:** [ps8182@sbcglobal.net](mailto:ps8182@sbcglobal.net)  
**Subject:** Quote Request - Beacon Hill Blvd

<b>Your Name</b>
Steve Wright
<b>Company Name</b>
Northfield Center Township
<b>Email Address</b>
<a href="mailto:townadministrator@northfieldcenter.com">townadministrator@northfieldcenter.com</a>
<b>Phone Number</b>
(330) 467-7646
<b>Site Address</b>
Beacon Hill Blvd Northfield Center, Ohio 44067 United States <a href="#">Map It</a>
<b>Parcel Number</b>
4001496, 4001497, 4001498 (Beacon Hills Park, inclusive of all 3 parcels))
<b>County</b>
Summit
<b>What type of survey do you need?</b>
Determination of existing swale placement
<b>Brief Description of Services Requested</b>
1) The true property lines for the park (inclusive of all three parcels) 2) Whether or not the existing swale is in the park property
<b>Where did you hear about us?</b>
Google
<b>IP Address</b>
108.162.216.170



**Kalstrom Surveying & Mapping, LLC**

PO Box 13858  
Fairlawn, Ohio 44334

# Proposal

DATE	ESTIMATE #
1/8/2019	

CLIENT
Northfield Center Township 9546 Brandywine Road Northfield Center, OH 44067

PROJECT
---------

Lot Survey
------------

DESCRIPTION	QTY	COST	TOTAL
Beacon Hill Park, Northfield Center, Ohio - Boundary survey.  Boundary Survey of three lots within an allotment. Includes legal research, horizontal control, boundary analysis, pins set at corners where needed and survey drawing. Location of encroachments and drainage swale along boundary lines.		850.00	850.00
		<b>TOTAL</b>	\$850.00

Phone #	Fax #
330-865-8459	866-529-4036

SIGNATURE \_\_\_\_\_



January 8, 2018

Northfield Center Township  
9546 Brandywine Road  
Northfield Center, Ohio 44067

ATTENTION: STEVE WRIGHT, TOWNSHIP ADMINISTRATOR (via email)

RE: BEACON HILL PARK – NORTHFIELD CENTER, OHIO

**PROPOSAL/AGREEMENT**

Dear Mr. Wright,

We are pleased to provide this proposal/agreement for surveying services for the Beacon Hill Park property in Northfield Center Township, Ohio. The property is Summit County Parcel Numbers 4001496, 4001497 and 4001498. This proposal/agreement is based on your email request on January 6, 2020, as well as other items listed herein.

**BOUNDARY SURVEY**

**\$1,570.00**

This item is intended to cover the survey work and office calculations necessary to determine the boundary of the property. We will prepare a Boundary Survey drawing based on the results of our survey work. All work will be performed in accordance with the Ohio Minimum Standards as set forth in Chapter 4733 of the Ohio Administrative Code. The following information will be obtained or calculated:

1. Project research at the appropriate governmental authorities.
2. Boundary of the property from the deed description and subdivision plat.
3. Location of the property corner pins.
4. Location of an existing drainage swale.
5. Office analysis of the field survey information.
6. Calculation of the property boundary dimensions and land area.
7. Preparation of a Boundary Survey drawing showing the results of the field survey. The drawing will be prepared utilizing AutoCAD Civil 3D 2019 or newer software.
8. Surveyors certification statement, signature and seal.

The fees due for services performed in accordance with this proposal shall be due and payable within 30 days from date of invoice. Fees will be invoiced monthly based on a percentage of the work completed. If the project is halted for any reason, any items within this proposal/agreement that have not been performed at the time the project is halted will not be invoiced. If invoices are not paid within 30 days, Spagnuolo & Associates, LLC reserves the right to suspend all work on the project until invoices are paid.

If extra work is required due to revisions ordered by the owner, or replacing any stakes that are removed by anyone other than our office, we shall be equitably paid for such services in accordance with the following fee schedule:

Registered Engineer	\$135/Hour
Graduate Engineer	\$108/Hour
Registered Surveyor	\$120/Hour
Designer	\$82/Hour
Technician	\$62/Hour
2 Man Field Party	\$120/Hour
1 Man Field Party	\$75/Hour
Clerical	\$46/Hour

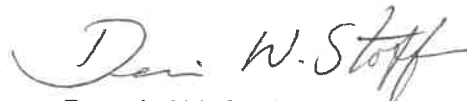
These rates are subject to change annually.

We will make available to any person or organization, computer copies of our drawing files at your direction. However, we will assume no responsibility for the accuracy or completeness of these files once they leave our office. This is due to the fact that we have no control over what happens to these files. The files in our office will always be the governing files should any disputes arise. We will also require a release form that we provide be authorized prior to releasing the files. We will utilize AutoCAD Civil 3D 2019 or newer to prepare our drawings.

Please sign one copy of this proposal/agreement indicating your acceptance of the terms and conditions listed herein and return to our office.

Sincerely,

Spagnuolo & Associates, LLC



Dennis W. Stoffer, P.E., P.S.  
Member

Your signature below will constitute an agreement between us and will be our authority to proceed with the work contained herein, as you direct.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

This Proposal/Agreement is valid if authorized by February 21, 2020. If the proposal/agreement is accepted after this date, Spagnuolo & Associates, LLC reserves the right to review and either retain or modify the fees, terms and conditions stated herein.

The price for each lump sum item listed in this proposal/agreement is valid if all work is completed by December 31, 2020. If the work extends beyond this date, Spagnuolo & Associates, LLC reserves the right to modify the fees for each item that is not completed.