



January 11, 2022

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, January 13, 2022**
“Council Office Hours” with Councilor Finley: 6:30pm
Work Session: 7:00pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. APPROVAL OF MINUTES [J. BRANDT, J. TULLEY]

Thursday, December 9, 2021 – Regular Council Meeting

IV. ELECTION OF COUNCIL OFFICERS

V. PUBLIC COMMENTS

VI. CORRESPONDENCE

VII. PENDING &/OR NEW LEGISLATION

ORD.NO. 80 - 2021 [V. Ventura, J. Garvas]

AN ORDINANCE AMENDING SECTION 1365.08(e) OF THE CITY OF MACEDONIA
CODIFIED ORDINANCES RELATIVE TO THE REGULATION OF MOTOR VEHICLES
IN THE MAINTENANCE STANDARDS PORTION OF THE BUILDING CODE

1st Read 12-9-2021
2nd Read
3rd Read

ORD.NO. 1 - 2022 [J. Garvas, J. Brandt]

AN ORDINANCE AMENDING SECTION 189.05 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO ADMISSION TAX REGULATIONS

ORD.NO. 2 - 2022 [D. Finley, V. Ventura]

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF MACEDONIA

ORD.NO. 3 - 2022 [J. Tulley, J. Brandt]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ATLANTIC EMERGENCY SOLUTIONS FOR THE PURCHASE OF A FIRE ENGINE FOR THE CITY IN AN AMOUNT NOT TO EXCEED \$800,000.00

VIII. MOTIONS/OTHER LEGISLATIVE ACTION

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IX. MAYOR'S REPORT

X. COMMITTEE REPORTS

XI. DEPARTMENT REPORTS

Service Department:	Interim Director Steve Dzurnak
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
Fire Department:	Chief Brian Ripley
Police Department:	Chief Jon Golden
Human Resources Department:	Director Annette Smith
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT [D. FINLEY, J. GARVAS]

January

Public Notice of City Meetings / Calendar of Events / Dates of Interest

***Public Comment for those not able to attend in-person at the January 13th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on January 12th, 2022 and will be subsequently made available to the public.**

***Note ***

- In-person meetings have resumed. This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056
- Council's meeting will also be livestreamed through Microsoft Teams. The link to access will be available on the City of Macedonia's website www.macedonia.oh.us



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Mayor's Court	5	6	7	8
9	10 Planning Commission	11 Mayor's Court	12 Board of Zoning Appeals	13 City Council Work Session City Council Meeting	14	15
16	17 Martin Luther King, Jr. Day	18 Mayor's Court	19 Parks & Recreation Commission	20	21	22
23	24	25 Mayor's Court	26 JEDD Meeting	27 City Council Work Session City Council Meeting	28	29
30	31					

Record of Proceedings
Regular Council Meeting
December 9th, 2021

1 Presiding Officer, Mayor Nicholas Molnar called the December 9th, 2021 regular meeting to order at
2 7:34p.m..
3

4 **Present:** Council members Jessica Brandt, Jeff Garvas, Jan Tulley, and Vini J. Ventura. Also
5 present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.

6 **Absent:** Councilor Dave Finley
7

8 **INVOCATION & PLEDGE OF ALLEGIANCE** Chaplain Tom O'Brien of Nordonia Hills American
9 Legion 801.
10

11 **APPROVAL OF MINUTES**
12

13 Ms. Tulley moved, second by Mr. Ventura, to approve the minutes of the regular meeting of November
14 11, 2021 as received from the Clerk of Council. The motion carried unanimously upon a voice vote.
15
16

17 **PUBLIC COMMENTS:** None
18

19 **CORRESPONDENCE:** None
20
21

22 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
23

24 **ORDINANCE NO. 67-2021**

25 AN ORDINANCE PROVIDING FOR THE 2022 ANNUAL APPROPRIATIONS FOR THE CITY OF
26 MACEDONIA, OHIO was offered by Mr. Garvas for **third reading by title only**. Seconded by Ms.
27 Tulley.
28

29 Dir. Veres thanked Council for participating in several Finance Committee meetings leading up to this
30 point and echoed Ms. Tulley's previous comments on the importance of having a budget passed before
31 the next year starts.
32

33 Mr. Garvas moved, second by Ms Tulley, to **adopt ORD.NO. 67-2021 and post the same according to**
34 **law**. Motion carried unanimously by a voice vote. **ORD.NO. 67-2021 declared and adopted.**
35
36

37 **RESOLUTION NO. 70-2021**

38 AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO TAKE ALL NECESSARY
39 ACTION TO ACCEPT AND ENTER INTO THE "ONE OHIO SUBDIVISION SETTLEMENT" WITH
40 JANSSEN/JOHNSON & JOHNSON PURSUANT TO THE "ONEOHIO MEMORANDUM OF
41 UNDERSTANDING" AND CONSISTENT WITH THE MATERIAL TERMS OF THE JULY 21, 2021
42 PROPOSED NATIONAL OPIOID SETTLEMENT AGREEMENT was offered by Ms. Tulley for **first,**
43 **second and third reading by title only**. Seconded by Ms. Brandt The motion carried unanimously by a
44 voice vote.

45 Dir. Guidetti stated this resolution is similar to a settlement Council had previously authorized, this
46 specific piece for the companies stated in the resolution. Potential proceeds that would be awarded to the
47 City range from \$17,000 to a little over \$24,000. The specific amount is dependent on how many
48 political subdivisions within Ohio decide to participate.
49

Record of Proceedings
Regular Council Meeting
December 9th, 2021

50 Ms. Tulley moved, second by Ms Brandt, to **adopt RES.NO. 70-2021 and post the same according to**
51 **law**. Motion carried unanimously by a voice vote. **RES.NO. 70-2021 declared and adopted.**
52

53 **RESOLUTION NO. 71-2021**

54 A RESOLUTION ACKNOWLEDGING RECEIPT OF THE CURRENT FEE SCHEDULE FOR THE
55 CITY OF MACEDONIA RECREATION CENTER was offered by Ms. Brandt for **first, second and**
56 **third reading by title only**. Seconded by Mr. Garvas. The motion carried unanimously by a voice vote.

57 Dir. Chadock explained this resolution allows the Parks & Recreation Department to identify the prices
58 for various membership levels as well as rental rates for both inside and outside facilities.
59

60 Ms. Brandt asked whether there are any changes to the fee schedule from last year, to which Dir. Chadock
61 responded the only change was light rental on playing fields will now be \$10 instead of \$35.
62

63 Ms. Brandt moved, second by Mr. Garvas, to **adopt RES.NO. 71-2021 and post the same according to**
64 **law**. Motion carried unanimously by a voice vote. **RES.NO. 71-2021 declared and adopted.**
65

66 **RESOLUTION NO. 72-2021**

67 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF BARBARA
68 LUCZYWO TO THE PARKS AND RECREATION COMMISSION was offered by Ms. Brandt for **first,**
69 **second and third reading by title only**. Seconded by Mr. Ventura. The motion carried unanimously by a
70 voice vote.

71 The Mayor explained this resolution reappoints Ms. Luczywo to another term after she had finished
72 filling a vacated seat on the Commission.
73

74 Ms. Brandt commented that Ms. Luczywo has been a great addition to the Commission, and was voted
75 Chairperson shortly after being added to the Commission.
76

77 Ms. Brandt moved, second by Mr. Ventura, to **adopt RES.NO. 72-2021 and post the same according to**
78 **law**. Motion carried unanimously by a voice vote. **RES.NO. 72-2021 declared and adopted.**
79

80 **RESOLUTION NO. 73-2021**

81 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF STACI SZUGYE
82 TO THE PARKS AND RECREATION COMMISSION was offered by Ms. Brandt for **first, second and**
83 **third reading by title only**. Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

84 Ms. Brandt stated that Ms. Szugye is a unique voice on the Commission and is grateful that she makes
85 time for them.
86

87 Ms. Brandt moved, second by Mr. Ventura, to **adopt RES.NO. 73-2021 and post the same according to**
88 **law**. Motion carried unanimously by a voice vote. **RES.NO. 73-2021 declared and adopted.**
89

90 **RESOLUTION NO. 74-2021**

91 A RESOLUTION AMENDING RESOLUTION NO. 128-2018 RELATIVE TO THE APPOINTMENT
92 OF KAREN BARTOLOZZI TO THE PARKS AND RECREATION COMMISSION was offered by Ms.
93 Brandt for **first, second and third reading by title only**. Seconded by Ms. Tulley. The motion carried
94 unanimously by a voice vote.

95 Dir. Guidetti explained this resolution corrects a typographical error in the original legislation from 2018
96 and adds a year to her term, ending on December 31, 2023.
97

Record of Proceedings
Regular Council Meeting
December 9th, 2021

98 Ms. Brandt moved, second by Ms. Tulley, to **adopt RES.NO. 74-2021 and post the same according to**
99 **law.** Motion carried unanimously by a voice vote. **RES.NO. 74-2021 declared and adopted.**

100
101 **RESOLUTION NO. 75-2021**

102 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF KENT SHELLKO
103 TO THE BOARD OF ZONING AND BUILDING CODE APPEALS was offered by Ms. Tulley for **first,**
104 **second and third reading by title only.** Seconded by Mr. Garvas. The motion carried unanimously by a
105 voice vote.

106 The Mayor stated that Mr. Shellko has been a valuable member to the Board and has agreed to serve an
107 additional term.

108
109 Ms. Tulley moved, second by Mr. Garvas, to **adopt RES.NO. 75-2021 and post the same according to**
110 **law.** Motion carried unanimously by a voice vote. **RES.NO. 75-2021 declared and adopted.**

111
112 **RESOLUTION NO. 76-2021**

113 A RESOLUTION CONFIRMING THE APPOINTMENT OF SHANE BARKER TO THE CITY OF
114 MACEDONIA CIVIL SERVICE COMMISSION was offered by Mr. Ventura for **first, second and**
115 **third reading by title only.** Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

116 The Mayor explained that Melissa Hunter is moving out of Macedonia and thus has resigned her seat on
117 the Commission. Mr. Barker has experience as a captain with the Summit County Sheriff's Department
118 and lends had to different ideas that should prove valuable to the Civil Service Commission.

119
120 Mr. Ventura moved, second by Ms. Brandt, to **adopt RES.NO. 76-2021 and post the same according to**
121 **law.** Motion carried unanimously by a voice vote. **RES.NO. 76-2021 declared and adopted.**

122
123 **RESOLUTION NO. 77-2021**

124 A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN
125 AGREEMENT TO PROVIDE DISPATCH SERVICES TO THE VILLAGE OF NORTHFIELD was
126 offered by Ms. Tulley for **first, second and third reading by title only.** Seconded by Mr. Garvas. The
127 motion carried unanimously by a voice vote.

128 The Mayor stated that Macedonia currently offers dispatch services to the Village of Northfield, and this
129 extends that agreement another ten years. If there is expansion at the casino, there is the option to revisit
130 and potentially revise the agreement.

131
132 Ms. Tulley moved, second by Mr. Garvas, to **adopt RES.NO. 77-2021 and post the same according to**
133 **law.** Motion carried unanimously by a voice vote. **RES.NO. 77-2021 declared and adopted.**

134
135 **ORDINANCE NO. 78-2021**

136 AN ORDINANCE APPROVING USE OF THE CITY OF MACEDONIA PLANNED CAPITAL
137 PURCHASE PROGRAM FOR CERTAIN PLANNED CAPITAL PURCHASES was offered by Mr.
138 Garvas for **first, second and third reading by title only.** Seconded by Mr. Ventura. The motion carried
139 unanimously by a voice vote.

140 Dir. Veres stated this ordinance allows for an open vendor purchase order to carry-over. At the end of
141 this year, the City will have set aside \$596,500 for planned capital purchases.

142
143 Mr. Garvas moved, second by Mr. Ventura, to **adopt ORD.NO. 78-2021 and post the same according**
144 **to law.** Motion carried unanimously by a voice vote. **ORD.NO. 78-2021 declared and adopted.**

145

Record of Proceedings
Regular Council Meeting
December 9th, 2021

146 **ORDINANCE NO. 79-2021**

147 AN ORDINANCE AMENDING ORDINANCE NO. 74-2020 RELATIVE TO CURRENT EXPENSES
148 AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY
149 1, 2021 TO DECEMBER 31, 2021 was offered by Mr. Garvas for **first, second and third reading by**
150 **title only**. Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

151 Dir. Veres explained a number of reasons for this last amendment of the year, including an increase in
152 income tax from the original estimate (up roughly 10% from last year). Also included is \$110,000 for the
153 purchase cost of a senior van.

154
155 Mr. Garvas moved, second by Ms. Brandt, to **adopt ORD.NO. 79-2021 and post the same according to**
156 **law**. Motion carried unanimously by a voice vote. **ORD.NO. 79-2021 declared and adopted.**

157

158 **ORDINANCE NO. 80-2021**

159 AN ORDINANCE AMENDING SECTION 1365.08(c) OF THE CITY OF MACEDONIA CODIFIED
160 ORDINANCES RELATIVE TO THE REGULATION OF MOTOR VEHICLES IN THE
161 MAINTENANCE STANDARDS PORTION OF THE BUILDING CODE was offered by Mr. Ventura
162 for **first reading by title only**. Seconded by Mr. Garvas.

163 Commissioner Rodic explained the purpose of this ordinance is to assist in the maintenance standards,
164 particularly the exterior property areas where inoperable and unlicensed motor vehicles could be stored.
165 The intent of this legislation is to eliminate those types of vehicles.

166

167 **ORDINANCE NO. 81-2021**

168 AN ORDINANCE AUTHORIZING THE MAYOR, BUILDING COMMISSIONER, SERVICE
169 DIRECTOR, AND FINANCE DIRECTOR TO ESTABLISH PROCEDURES FOR AND ENGAGE IN
170 THE PROCESS OF LETTING ONE OR MORE CONTRACTS WITH ONE OR MORE QUALIFIED
171 ENTITIES FOR DESIGN AND CONSTRUCTION OF A SERVICE BUILDING AS SET FORTH
172 WITHIN THE OHIO REVISED CODE RELATED TO DESIGN-BUILD CONTRACTING FOR THE
173 PURPOSES OF THE CONSTRUCTION OF A NEW SERVICE BUILDING AND SALT DOME, AND
174 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BIALOSKY CLEVELAND
175 TO ASSIST THE CITY AS ITS CRITERIA ARCHITECT TO ACCOMPLISH THE SAME was offered
176 by Ms. Brandt for **first, second and third reading by title only**. Seconded by Mr. Ventura. The motion
177 carried unanimously by a voice vote.

178 The Mayor stated this ordinance is an early step of many to build a new Service Building, as the current
179 facilities are dilapidated. If approved by Council, the hope is to break ground by April of 2022.

180

181 Ms. Brandt moved, second by Mr. Ventura, to **adopt ORD.NO. 81-2021 and post the same according**
182 **to law**. Motion carried unanimously by a voice vote. **ORD.NO. 81-2021 declared and adopted.**

183

184

185 Ms. Brandt moved to **add ORD.NO. 82-2021** to the agenda and waive the 48-hour notice rule of Council.
186 Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

187

188 **ORDINANCE NO. 82-2021**

189 AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
190 WITH GREVE CHRYSLER JEEP DODGE FOR THE PURCHASE OF SIX (6) DODGE DURANGOS
191 FOR THE CITY POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$360,000.00
192 WITHOUT THE NECESSITY OF ADVERTISEMENT AND FORMAL BIDDING was offered by Ms.

Record of Proceedings
Regular Council Meeting
December 9th, 2021

193 Brandt for **first, second and third reading by title only**. Seconded by Mr. Ventura. The motion carried
194 unanimously by a voice vote.

195 Chief Golden explained the current fleet of vehicles for the Police Department is failing and all of the
196 major car manufacturers have declined to have a state bid. A dealer in western Ohio was identified as
197 having stock and the hope is purchase these as soon as possible to bolster the fleet.

198
199 The Mayor added that these vehicles were in the planned capital budget for 2022 anyway, but given the
200 manufacturer's wish to sell to private owners at a profit rather than government entities, this was an
201 opportunity that urgently called for action.

202
203 Ms. Brandt moved, second by Mr. Ventura, to **adopt ORD.NO. 82-2021 and post the same according**
204 **to law**. Motion carried unanimously by a voice vote. **ORD.NO. 82-2021 declared and adopted**.

205
206

207 **MOTIONS / OTHER LEGISLATIVE ACTION**

208

209 Ms. Tulley moved, second by Ms. Brandt to accept the following donations:

210 ~Donation in the amount of \$100 from Josephine Arceci to be utilized for the City of Macedonia Law
211 Enforcement Education Fund

212 ~Donation in the amount of \$13,000 from Specialty Lubricants to be utilized towards the purchase of an
213 all-terrain vehicle for the City's Fire Department

214 ~Anonymous donation in the amount of \$1,200 to be utilized for the purchase of a "Task Force Tip"
215 piercing nozzle by the Fire Department

216 ~Donation in the amount of \$1,000 from Home Depot to be utilized by the Fire Department.

217 Motions carried unanimously by a voice vote.

218

219 The Mayor welcomed Steve Bugenske of Specialty Lubricants, who explained they have a soft spot for
220 the first responders of Macedonia after a severe accident about twelve years ago when Kathy's son Ryan
221 was involved in snowmobile accident on the company's property. Mr. Bugenske believes that if it were
222 not for the training and expertise of Macedonia's first responders, Ryan would not be here today. It is
223 their privilege to make this donation to the Fire Department.

224

225 The Mayor thanked the Bugenskies for what they do in this community.

226

227 Mr. Bugenske stated that his family was lucky that Life Flight was able to land on their property, but for
228 situations where access is not as easy, it is vital to have equipment like this all-terrain vehicle to aid in
229 life-saving operations.

230

231 **MAYOR'S REPORT**

232

233 - November revenue from Mayor's Court was \$12,000.50.

234 - Leon Karas resigned as the Service Director for the City, and his replacement will probably be
235 chosen in January. Steve Dzurnak is filling in as interim director.

236 - The \$75,000 grant for the senior bus was not quite enough, so an adjustment to the budget was
237 necessary.

238 - The Service Department has done a great job during leaf season

239 - The City tree lighting took place on Sunday, December 5

240 - Veteran's Park bathroom will be installed over the winter to connect the water and sewer

241 - Councilor Vini J. Ventura was awarded at the 13th annual Chamber Bright Star awards

242 presentation of the Northern Ohio Chamber of Commerce for throwing himself into the world of

Record of Proceedings
Regular Council Meeting
December 9th, 2021

243 volunteerism and they are better because of it. No job is too big or small and he does it all with a
244 laugh and a smile.

- 245 - Happy Holidays, Merry Christmas and a Happy New Year!
- 246 - Please don't drive distracted! Put the phones down and drive the vehicle.

247

248

COMMITTEE REPORTS

249

250 **Parks & Recreation Commission** Ms. Brandt stated the Parks & Recreation Commission had their final
251 meeting of the year on Wednesday, November 17. The trails are still being looked at by the engineer and
252 Service Department. Dir. Chadock was asked to look into the cost of electric after the upgrades were
253 made and found that savings were realized. The Parks & Recreation Department will have a section on
254 the new City website that will also incorporate the Manor House and senior center. HVAC is still being
255 worked on in the building. 2021 saw the Recreation Center earn its third highest revenue in department
256 history. Thanks to those who served on the Commission this year, and to Council for approving Ms.
257 Luczywo and Ms. Szugye to new terms.

258

259 **Cemetery Board** Ms. Tulley reported the Board will be meet on December 15 for the end-of-year
260 meeting. Macedonia will cycle off of the Board for 2022 before rejoining in 2023. Thanks to Dan the
261 handyman for all his hard work this year.

262

263

264

DEPARTMENT REPORTS

265

266 **Service Department:** Interim Director Steve Dzurnak – The final round of leaf collection will begin the
267 week of December 13. All activities can be found on the City's website.

268

269 **Engineer:** Director Gigliotti- Good progress made on the new entrance monument sign at the right-
270 in/right-out at Golden Link. The sign is the last part of the overall right-in/right-out project.

271

272 Mr. Ventura shared the positive feedback he's received from residents on the new pavement at Springhill
273 Drive.

274

275 Ms. Tulley mentioned the new traffic lights on Olde 8 are now functional.

276

277 **Parks and Recreation Department:** Director Chadock – Thanked Interim Director Dzurnak on getting
278 holiday lights up at the Recreation Center. Toys are being collected for "By The Dawn's Early Light". A
279 "Deck the House" holiday decoration competition is happening. Thanked Council for reappointments of
280 Parks and Recreation Commission members, as well as Deb Mikulski of the Longwood Manor Historical
281 Society for their efforts.

282

283 **Fire Department:** Chief Ripley- Thanked Specialty Lubricants and Home Depot for their donations.
284 Noted Mr. Garvas has been instrumental in organizing the tracking of the Santa Delivery program. Please
285 do not overload outlets and extension cords with holiday decorations. Covid is still out there and the Fire
286 Department is dealing with it more now than it was six months ago.

287

288 **Police Department:** Chief Golden - Thanked Council for passage of Ord.No. 82-2021. If residents are
289 holiday shopping, make sure to secure purchases in their vehicles.

290

291 **HR Department:** Director Smith – HR is working to close out 2021 by updating employee files and
292 getting everyone on board with insurance plans.

293

Record of Proceedings
Regular Council Meeting
December 9th, 2021

294 **Building Department:** Commissioner Rodic – Planning Commission has a number of items on the
295 agenda for this month, including: a sign for IHOP, parking lot for Peak Nano, new façade for Burlington
296 Coat Factory and adding tenants to that space. A new proposal was also received for a car wash by the
297 KFC on Highland Road. Optima Dermatology expects to break ground after the first of the year.

298
299 **IT Department:** Director Collins – All computers at the satellite fire stations have been replaced.
300 Worked with Spectrum/Charter Communications to fix a firewall issue at the Recreation Center, and
301 made progress on approving wire frame for the new City website.

302
303 **Finance Department:** Director Veres – Thanked Council for approving the last amendment for this year.

304
305 **Law Department:** Director Guidetti – No report

306
307
308 **UNFINISHED BUSINESS:** None

309
310 **NEW BUSINESS:**

311
312 Ms. Tulley reference an article in the Akron Beacon-Journal on Mayor’s Courts and how Stow City
313 Council is trying to get neighboring communities to abandon their Mayor’s Courts in favor of Stow
314 Municipal Court.

315
316 The Mayor stated that Stow Municipal Court often charges exorbitant fees to settle minor items like
317 traffic tickets and he has no intention of ever dismantling Mayor’s Court. The legislation from Stow City
318 Council was simply a suggestion, and not binding in any way, shape or form.

319
320 Dir. Guidetti stated he believes Mayor’s Court are an essential part of the system and responses to
321 sentencing can be tailored. In Mayor’s Court you tend to work with the individual more to make sure
322 they don’t end up back in that same place.

323
324 Mr. Ventura referenced a problem with a judicial figure in Stow Municipal Court, where discipline is
325 being sought because of the failure to be able to work with people. One of the purposes of a Mayor’s
326 Court is to help individuals out of a “vicious circle” and on the right path.

327
328 Ms. Tulley noted that Mr. Ventura, Ms. Brandt and herself will be sworn in for new terms on Council
329 January 5 at 5:30pm by Dir. Guidetti.

330
331 Mr. Garvas invited those in the community to visit his home from the street to view the animated light
332 display and listen along to music at 87.9FM.

333
334 Ms. Brandt wished everyone a Merry Christmas, Happy Holidays and Happy New Year! Thanks to the
335 Service Department for the amazing light displays, the Directors and employees for a fantastic year.
336 Thanks to the residents for voting—she is humbled and excited to get going on another four years.

337
338 Ms. Tulley thanked Mr. Hoover for exceeding expectations as the Clerk of Council.

339
340 There being no further business, Mr. Ventura moved, second by Mr. Garvas, to **adjourn the meeting**.
341 The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at
342 approximately 8:28p.m.

343
344
345 **Date:** _____

346

Record of Proceedings
Regular Council Meeting
December 9th, 2021

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Attest: _____
Jon Hoover, Clerk of Council

Mayor: _____
Nicholas Molnar

ORIGINATOR: BUILDING DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 80 -2021**

**AN ORDINANCE
AMENDING SECTION 1365.08(c) OF THE CITY OF MACEDONIA CODIFIED
ORDINANCES RELATIVE TO THE REGULATION OF MOTOR VEHICLES IN THE
MAINTENANCE STANDARDS PORTION OF THE BUILDING CODE**

WHEREAS, the City’s Building Commissioner has recommended that Chapter 1365 “Property Maintenance” of the City’s Codified Ordinances be amended to incorporate portion(s) of the International Property Maintenance Code and its Commentary on motor vehicles. Said Commentary is attached hereto and incorporated herein by reference as Exhibit “A”; and

WHEREAS, it is hereby deemed necessary and in the best interest of the health, safety and welfare of the City and its residents to amend subsection “(c)” of Section 1365.08 of the City of Macedonia, Ohio Codified Ordinances so as to incorporate portions of the International Property Maintenance Code commentary concerning maintenance standards for the outdoor storage of motor vehicles.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That Section 1365.08(c) of the Codified Ordinances of the City of Macedonia shall be amended as follows:

1365.08 EXTERIOR PROPERTY AREAS.

No owner, operator or tenant of any premises shall maintain or permit to be maintained at or on the exterior property areas of such premises any condition which deteriorates or debases the appearance of the neighborhood, adversely alters the appearance and general character of the neighborhood, creates a fire, safety or health hazard, or which is a public nuisance, including but not limited to the following:

* * *

(c) Out-of-use or nonusable, dilapidated appliances, trailers, motor vehicles and parts and boats. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept, stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure that is designed and approved for such purposes.

* * *

Section 2. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

Section 3. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the Codifier of the City of Macedonia.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

This section provides a mechanism for removal of weeds on neglected or abandoned properties after proper notice has been given to the responsible owner or agent (see Sections 107 and 108.3). It is important that the code official act quickly in requiring weed removal to prevent the weeds from contributing to a blight condition that could eventually become a harbor for pests and rodents.

All noxious weeds are prohibited; however, each community has different weeds that are considered noxious. The code official should confer with the state or local agricultural agent to become familiar with weeds that are noxious in his or her community.

Cultivated flowers and gardens are not considered to be weeds. The word "cultivated" is important. Cultivated is defined as "to loosen or dig (soil) around growing plants." Uncultivated gardens should be treated the same as weeds and tall grasses.

302.5 Rodent harborage. All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

❖ Rodents carry disease organisms in their feces and on their bodies. The code official must require the extermination of all rodents by approved processes. All harborage areas should be eliminated by removing piles of rubbish, towing or repairing inoperable cars and cutting back weeds. Garbage should be stored in solid containers with tight-fitting lids and disposed of regularly.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

❖ There are three common problems associated with exhaust vent discharges:

- Odor problems caused from exhaust gases emanating from business and industrial properties;
- Noise problems created by exhaust vents; and
- Health and safety problems created by exhausts that contain hazardous or potentially hazardous discharge.

To reduce these problems, exhaust vents are prohibited from discharging directly on abutting or adjacent public and private property.

302.7 Accessory structures. All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

❖ Accessory structures must be maintained in accordance with the criteria established by this section. Property owners often give detached garages, sheds,

fences, retaining walls and similar structures a lower maintenance priority than the primary structure; thus, these structures are frequently in disrepair. A thorough inspection of all property areas and accessory buildings is necessary to identify violations of the code and to improve a neighborhood's appearance.

302.8 Motor vehicles. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

❖ Improper storage of inoperable vehicles can be a serious problem for a community. The vehicles are unsightly, clutter the neighborhood, provide a harborage for rodents and are an attractive nuisance for children.

This section establishes criteria for acceptable vehicle storage. No inoperable or unlicensed vehicles are permitted on a property unless approved in other regulations adopted by the community. This regulation addresses two problems associated with vehicle storage and repair:

- The blighting influence that improperly stored inoperable vehicles have on a neighborhood; and
- The neighborhood mechanic who attempts to operate a vehicle repair business from home.

Major vehicle repairs are permitted, but only if the work is performed in a structure designed and approved for such use. Of course, this regulation does not affect the storage of vehicles on property that complies with applicable zoning or license requirements, such as repair garages, salvage yards and similar establishments.

302.9 Defacement of property. No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

❖ Graffiti, carving and damage is a problem that plagues exterior surfaces of walls, fencing and sidewalks in cities and towns of all sizes. This problem begins as an eyesore and can result in serious consequences, including declining property values and degradation of the structures' ability to repel rain and snow.

It must be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

COMMENTARY

ORIGINATOR: FINANCE

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 1 -2022**

**AN ORDINANCE
AMENDING SECTION 189.05 OF THE CODIFIED ORDINANCES OF THE CITY OF
MACEDONIA RELATIVE TO ADMISSION TAX REGULATIONS**

WHEREAS, it is necessary and in the best interest of the health, safety and welfare of City residents to amend Section 189.05 of the Codified Ordinances of the City of Macedonia relative to admission tax regulations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio:

Section 1. That Section 189.05 of the Codified Ordinances of the City of Macedonia shall be amended to read as follows:

189.05 CERTIFICATES OF REGISTRATION GENERALLY.

Any person conducting or operating any place for entrance to which an admissions charge is made shall, on a form prescribed by the Director of Finance, make application to and procure from the Director a certificate of registration, the fee for which shall be fifty dollars (\$50.00) ~~five dollars (\$5.00)~~, which certificate shall continue without expiration until such time as there is a change in the Person conducting or operating any place for entrance to which an admissions charge is made, or change in the business for which an admissions charge is collected ~~valid until December 31 of the year in which same is issued~~. Such certificate of registration or duplicate original copies thereof, to be issued by the Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold. (Ord. 66-1998. Passed 12-10-98.)

Section 2. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

Section 3. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the Codifier for the City of Macedonia.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
 Nicholas Molnar

ATTEST: _____
 Jon Hoover, Clerk of Council

ORIGINATOR: COUNCIL/LAW

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 2 – 2022**

**AN ORDINANCE
APPROVING THE EDITING AND INCLUSION OF
CERTAIN ORDINANCES AS PARTS OF THE VARIOUS
COMPONENT CODES OF THE CODIFIED ORDINANCES
OF MACEDONIA.**

WHEREAS, various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of Macedonia, Ohio; and

WHEREAS, some sections of the Traffic and General Offenses Codes need to be revised to reflect the current law in Ohio;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, Summit County, State of Ohio:

Section 1. That the recodification, editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of Macedonia, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances, to-wit:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
15-2020	2-13-20	161.041
40-2020	6-11-20	1163.02(h)
52-2020	9-24-20	331.38(g)
69-2020	1-14-21	1133.02, 1179.02
78-2020	12-10-20	537.16

Section 2. The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

Traffic Code

331.43	Wearing Earplugs or Earphones Prohibited. (Amended)
335.09	Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
335.091	Operating Without Dealer or Manufacturer License Plates. (Added)

General Offenses Code

505.04 Abandoning Animals. (Amended)
513.01 Drug Abuse Control Definitions. (Amended)
537.17 Reserved. (Previously “Criminal Child Enticement”)

Section 3. A copy of such ordinances or parts of ordinances as edited, arranged and numbered or renumbered as parts of the Codified Ordinances is attached to this ordinance in the form of 2021 Replacement Pages to the Codified Ordinances.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature by the Mayor or as may otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: FIRE DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 3 – 2022**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH ATLANTIC EMERGENCY SOLUTIONS FOR THE PURCHASE
OF A FIRE ENGINE FOR THE CITY
IN AN AMOUNT NOT TO EXCEED \$800,000.00**

WHEREAS, the City of Macedonia Fire Department desires to purchase a new Pierce Manufacturing, Inc. fire engine from Atlantic Emergency Solutions, Inc. in the amount not to exceed \$800,000.00 through the State of Ohio Cooperative Purchasing/Procurement Program, Contract/Index No. STS 618, Dealer OAKS Contract ID 800918-1, at the recommendation of the Fire Chief; and

WHEREAS, any funding necessary for the purchase of the fire apparatus is to be secured through separate legislative action of Council; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to purchase a new Pierce Manufacturing, Inc. fire engine, with specified options from Atlantic Emergency Solutions, Inc., through State of Ohio Cooperative Purchasing/Procurement Program, Contract No. STS 618 and, as such, competitive bidding for this purchase need not be undertaken; and

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, Summit County, State of Ohio:

Section 1. The Council of the City of Macedonia hereby authorizes and directs the Mayor, subject to the procurement of appropriate financing, to enter into a purchase agreement with Atlantic Emergency Solutions through State of Ohio Cooperative Purchasing/Procurement Program, Contract No. STS 618, for the purchase of a new Pierce Manufacturing fire engine, with options, as set forth on the documents respectively attached hereto as Exhibits “A” and “B” and incorporated herein by reference.

Section 2. The Director of Finance is authorized to arrange for appropriate Financing for such purchase.

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

Section 4. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature by the Mayor or as may otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800918

EFFECTIVE DATES: 07/12/2021 TO 06/30/2023

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

PIERCE MANUFACTURING INC.

STATE TERM SCHEDULE

Index No. STS618

Eff. Date 07/12/2021

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Contractor: Remit To: OAKS Contract ID:
Contractor does not accept POs 0000095869 800918
PIERCE MANUFACTURING INC.
2600 American Drive
Appleton, WI 54912-2017

Contractor Contacts:
Ms. Michelle Swokowski
Telephone: (920) 832-3272 Fax: Email: mswokowski@piercemfg.com

Delivery: Terms:
See Notes Section Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)
Minimum: \$15.00
Maximum: 2 Units

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS).

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI);

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

25101700 - Safety and rescue vehicles

EXHIBIT A

NOTES:

ePROCUREMENT: This contract will become part of an eProcurement System which will provide electronic contract and catalog hosting and management services. Ordering Agencies will access a web-based site to place orders for the procurement of goods and services using State of Ohio contracts. The Contractor agrees to establish, maintain and support an online contract and catalog.

Please allow delivery timeframe for products between 30-550 days ARO.

EXHIBIT A

Dealer Index

Dealer Name & Address

Remit To:

OAKS Contract ID:

0000276923
Atlantic Emergency Solutions, Inc.
12351 Randolph Ridge Ln
Manassas, VA 20109

0000276923
Atlantic Emergency Solutions, Inc.
12351 Randolph Ridge Lane
Manassas, VA 20109

800918-1

Dealer's Contact:

Name	Phone	Fax	Email Address
Mr. Jack Jackson	(757) 234-7424		jjackson@atlanticemergency.com



This purchase agreement (together with all attachments referenced herein, collectively, the “Agreement”), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation (“Atlantic”), and **Macedonia Fire Department** (“Customer”) is effective on the last signature date set forth on the signature lines below (the “Effective Date”).

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the “Apparatus”) as more fully described in the specifications attached hereto as **Exhibit A** (the “Specifications”) and incorporated herein for the total purchase price of **\$786,388.00** USD (the “Purchase Price”). Payment shall be made as set forth on **Exhibit A**. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) (“Manufacturer Modifications”); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as “Compliance Modifications”), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic (“Change Order”). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic’s reasonable attorneys’ fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

4. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (**AES McConnellsville, Ohio Regional service center**) within 16 months from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. The stated delivery date is an estimate only and not guaranteed. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance (“Notice of Defect”) within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the

EXHIBIT B

Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

5. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer
Macedonia Fire Department
9691 Valley View Rd.
Macedonia, Ohio 44056

6. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

7. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B** TO THIS AGREEMENT, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

8. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

9. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

10. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

11. Manufacturer’s Statement of Origin. It is agreed that the manufacturer’s statement of origin (“MSO”) for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

12. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

EXHIBIT B

13. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

14. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

15. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

16. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

17. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: Macedonia Fire Department

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109
Fax (703) 257-2572

Date: January 4, 2022

Customer Name: Macedonia Fire Department

Quantity	Chassis Type	Body Type	Price per Unit
1	Pierce Enforcer	Pumper	\$786,388.00
			\$
			\$
			\$
			\$

Payment Terms: Prepaid within 30 days of contract signing or paid in full at the time of delivery. _____

If Macedonia Fire Department was to prepay the truck in full within 30 days of contract signing. The prepayment discount would be \$23,522.73 for a new sale price of \$762,865.27

Total includes: Two trips for six department members each trip to Appleton Wisconsin for a prebuild and final inspection meeting. Weekly production photos once the build process begins. Ohio State Consortium fees, Sensible Products to outfit the truck including all extrication equipment, swing out tool board and oil dry container.

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Training would be provided by Atlantic Emergency Solutions prior to the truck being put into service.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B
WARRANTY

**(A complete copy of any and all applicable warranties is attached
hereto and incorporated herein by this reference.)**