



**VILLAGE OF PENINSULA
AGENDA FOR
REGULAR MEETING OF COUNCIL AND
JOINT MEETING OF COUNCIL AND
TOWNSHIP BOARD OF TRUSTEES**

Tuesday May 13, 2025, 7:00 p.m.

Boston Township Hall

1775 Main Street

Peninsula, Ohio 44264

**JOINT MEETING OF VILLAGE OF PENINSULA COUNCIL AND BOSTON
TOWNSHIP BOARD OF TRUSTEES FOR THE VILLAGE OF PENINSULA AND
BOSTON TOWNSHIP UNION CEMETERY ASSOCIATION**

Call to Order of Joint Meeting

Roll Call for Joint Meeting

Review of 2024, Review of 2024 Financial Report, and Report on 2025 Budget and Plans

Resolution No. 10-2025

**A Joint Resolution Authorizing the Continuance of the One Mill Cemetery Maintenance
Tax for the Village of Peninsula and Boston Township Union Cemetery Association**

Adjournment of Joint Meeting

VILLAGE COUNCIL MEETING

CALL TO ORDER

ROLL CALL

AMENDMENTS TO THE AGENDA

SPECIAL PRESENTATIONS

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS

April 8, 2025 Regular Council Meeting Minutes

CITIZEN PARTICIPATION

REPORTS

Mayor, Daniel Schneider, Jr.

Fiscal Officer, Ms. Iaconis

Street Commissioner, Mr. Anderson

Finance Liaison, Mr. Slocum

Acknowledgement of Receipt of Financial Reports

Ratification of Submitted Bills List

Police Department Liaison, Councilperson Schneider

Roads and Public Works Liaison, Mr. Haramis

Motion to Authorize the Mayor to Accept the Quote from Melway Paving Company, Inc. in the Amount of \$33,760 for Paving Work on Six Village Roads

Planning Commission Representative, Mr. Steidl

Zoning Officer

Board of Zoning Appeals, Mayor Schneider

Board Vacancies

Buildings and Grounds Liaison, Mr. Steidl

Motion to Authorize an Additional \$9,000 to Hummell Construction Company for the Village Hall and Police Station Modifications Project to Replace the Carpeting in the First Floor Rest Room Corridor and Refinish the Council Chambers and Main Staircase Wood Floors

Chamber of Commerce & Economic Development Liaison, Mr. Rosales

Community Events Liaison, Mr. Najeway

Policies & Procedures Liaison, Mr. Slocum

Fire Board, Mr. Slocum

Cemetery Board, Councilperson Schneider

JEDD Board, Councilperson Schneider

Wastewater/Stormwater/Water Liaison, Mr. Najeway

Area Master Plan, Mr. Slocum and Mr. Steidl

Solicitor, Mr. Bryan

LEGISLATION:

Third Reading:

Resolution No. 06-2025

Requested by: Councilperson Najeway

A Resolution Amending the Rate of Pay for the Mayor for the Term Commencing January 1, 2028

Second Reading:

Ordinance No. 09-2025

Requested by: Mayor Schneider and Solicitor Bryan

An Ordinance Establishing Section 1351.23 of the Village Property Maintenance Code Pertaining to Exterior Lighting on Residential Properties

First Reading:

Resolution No. 11-2025

Requested by: Mayor Schneider

A Resolution Authorizing All Actions Necessary to Accept Northeast Ohio Public Energy Council 2025 Energized Community Grant Funds

UNFINISHED BUSINESS/NEW BUSINESS

PayByPhone Process Functionality

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

VILLAGE OF PENINSULA AND BOSTON TOWNSHIP
RESOLUTION NO.: 10-2025 (JOINT RESOLUTION)
INTRODUCED BY: _____
DATE PASSED: _____

**A JOINT RESOLUTION AUTHORIZING THE CONTINUANCE OF THE ONE MILL
CEMETERY MAINTENANCE TAX FOR THE VILLAGE OF PENINSULA AND
BOSTON TOWNSHIP UNION CEMETERY ASSOCIATION**

WHEREAS, the Village of Peninsula ("Village") and Boston Township ("Township") have entered into a Union Cemetery Association to manage the public cemeteries in the community; and

WHEREAS, the joint meeting of the Village Council ("Council") and Township Board of Trustees ("Board") was held on May 13, 2025 pursuant to Ohio Revised Code Section 759.34; and

WHEREAS, the Council and Board believe that continuation of the one mill levy on taxable property for cemetery purposes is in the best interests of the Village and Township.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula and the Board of Trustees of Boston Township, Summit County, Ohio, to wit:

SECTION 1. That Council and the Board hereby and herein authorize the continuation of the levy of the one mill (1.0 mill) tax upon taxable property for cemetery purposes for the tax year 2025.

SECTION 2. All formal actions of the Council and Board concerning and relating to the adoption of this Resolution were taken in an open Joint Meeting of the Council and Board, and all deliberations that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force after the earliest period permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2025.

RESOLUTION 10-2025 (JOINT RESOLUTION)
PAGE TWO

Passed:

Daniel Schneider, Jr., Mayor, Village of Peninsula

Amy Anderson, Chair, Boston Twp. Bd. of Trustees

Attest:

Katie Iaconis, Fiscal Officer, Village of Peninsula

Approved as to Legal Form.

Bradric T. Bryan, Solicitor, Village of Peninsula

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula and Board of Trustees of Boston Township, at a joint meeting held on the 13th day of May, 2025.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer, Village of Peninsula

Record of Proceedings
Regular Village of Peninsula Council
Held: Tuesday, April 8, 2025

CALL TO ORDER: Mayor Schneider called the meeting to order at 7:00 p.m.

ROLL CALL:

Mayor Daniel Schneider, Jr.	Present	George Haramis	Present
Richard Slocum	Present	John Najeway	Absent
Daniel Schneider	Present	Eliud Rosales	Present
Douglas Steidl	Present		

OTHERS PRESENT: Solicitor Brad Bryan and Fiscal Officer Katie Iaconis

AMENDMENTS TO THE AGENDA: None.

SPECIAL PRESENTATIONS: None

PRESENTATION AND CONSIDERATION OF RECORD OF PROCEEDINGS:

March 11, 2025 Regular Council Meeting Minutes

Councilperson Schneider made a motion that was seconded by Mr. Haramis to approve the minutes. Roll call vote: Mr. Steidl, abstain; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes. The minutes were approved.

CITIZEN PARTICIPATION:

Kim Dewester asked where the funding was coming from to pay for the OHM engineering services contract related to the grant application after paying the firm for the Area Master Plan contract. Ms. Dewester was advised that the motion to approve that expense would be further discussed later in the meeting.

Amy Frank-Hensley voiced concerns about authorizing more funds for OHM due to the firm's past performance on the Area Master Plan Project, including missed deadlines, poor communication, and unmet expectations. She reminded Council that OHM had proposed flawed timelines, caused delays, and required a special Steering Committee Meeting in its absence to address the deficiencies. She urged Council not to hire OHM again, suggesting that the existing materials could instead be used by a different vendor.

Greg Canda stated he shared some of the mentioned concerns about OHM's performance, especially regarding timeliness and communication. He acknowledged, however, that OHM worked hard and respectfully with the community. He noted OHM did not meet all expectations and clarified he did not find OHM's work "horrible."

REPORTS

Mayor, Daniel Schneider, Jr.: The Mayor reported that emergency repairs on Riverview Road were underway due to a sinkhole caused by a broken pipe. Asphalt will be laid once it becomes available, with total repair costs estimated at around \$13,422. The Mayor highlighted the danger the sinkhole posed to heavy vehicles and commended the swift action taken by the Service Department. He announced the State has earmarked \$800,000 for repairs at the St. Rt. 303 and

**Record of Proceedings
Regular Village of Peninsula Council**

Held: Tuesday, April 8, 2025

Emerson Road slide area. The repairs are scheduled for 2027 unless the situation becomes urgent sooner.

Motion to Authorize the Mayor to Execute a Professional Services Proposal from OHM in the Amount of \$77,250 for Roadway, Pedestrian, and Traffic Improvement Design Engineering and Funding Solicitation and Assistance Work Related to the Village's Participation with Summit County in an Ohio Public Works Commission Grant Application

In response to a question about the status of the County sewer project, Mr. Bryan updated Council, stating \$3,000,000 in federal funds earmarked for the project were no longer available due to Congress cancelling all FY 2025 congressional earmark awards. The County still has \$8,000,000 in hand allocated to the project. The County has postponed the project while it attempts to obtain additional grant funds to close the \$3,000,000 gap. To enhance the chances of receiving additional funding, OHM and the County are proposing a joint Ohio Public Works Commission grant application. The grant application, if successful, could potentially result in a budget of 16 to 17 million for the sewer project and other St. Rt. 303 corridor roadway, intersection, streetscape, sidewalk, and crosswalk infrastructure improvements. The Village's required, minimum contribution in connection with that application would be \$50,000. Engineered design plans are necessary to boost the application's competitiveness. The County and OHM feel a joint grant application from the County and Village, with the support of ODOT, would score highly and have a significant chance of success. If the grant is awarded, \$27,000 of the Village's contribution toward the project could be reimbursed from the grant funds. The grant application with the engineered plans is due by June 30, 2025. Therefore, there is a tight time frame for completing the necessary engineering work. OHM advised that Council does not need to decide this evening, but the matter cannot wait until the regular May Meeting date. If Council wants more time to make a decision, a Special Council Meeting will need to be scheduled. The County and Village would find out if they received the grant this fall. If the grant funds are awarded, construction on the project could not start until after July 1, 2026.

While concerns were raised about community engagement issues, most of Council agreed that the application's benefits, such as receiving funds to improve traffic safety, stormwater systems, and sidewalks, funds to put in crosswalks, and possibly be reimbursed for a portion of the Village's up-front costs, outweighed the drawbacks. Councilperson Schneider stated he supports sewer and curb upgrades. Amy Frank-Hensley summarized the investment as a chance to trade a \$50,000 net outlay for \$8 million in returns.

The Mayor acknowledged frustrations with OHM's past outreach efforts, but noted its primary expertise was in engineering and obtaining funding for projects. Further discussions included questions about contract progress payments and grant conditions. Council ultimately supported moving forward with the engineering work to increase the chances of securing the grant opportunity.

Councilperson Schneider made a motion that was seconded by Mr. Steidl to authorize the Mayor to execute a professional services proposal from OHM in the amount of \$77,250.00 for roadway, pedestrian, and traffic improvement design engineering and funding solicitation and assistance work related to the Village's participation with Summit County in an Ohio Public Works Commission grant application. Roll call vote: Mr. Steidl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes. The motion was approved.

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Fiscal Officer, Ms. Iaconis: Ms. Iaconis emphasized that based upon her experience, partnering with a larger entity like the County and hiring professionals skilled in grant writing is crucial for success in the scoring process for this type of grant.

Street Commissioner, Mr. Anderson: The Mayor advised that Mr. Anderson had nothing to report.

Finance Liaison, Mr. Slocum

Acknowledgement of Receipt of Financial Reports & Ratification of Submitted Bills List

Mr. Slocum asked Ms. Iaconis to distribute a financial spreadsheet on a monthly basis in the Council Meeting Agenda Packet and for it to be posted on the Village website.

Mr. Slocum made a motion to acknowledge receipt of the financial reports that was seconded by Mr. Haramis. Roll call vote: Mr. Steidl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes. The motion was approved.

Mr. Slocum made a motion that was seconded by Councilperson Schneider to ratify the submitted bills list. Roll call vote: Mr. Steidl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes. The motion was approved.

Police Department Liaison, Councilperson Schneider:

Motion to Confirm the Mayor's Appointment of Ted Troyer to the Position of Police Sergeant Effective April 13, 2025

Councilperson Schneider made a motion that was seconded by Mr. Rosales to confirm the Mayor's Appointment of Ted Troyer to the position of Police Sergeant effective April 13, 2025. Roll call vote: Mr. Steidl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes. The motion was approved.

Motion to Confirm the Mayor's Appointment of Carol Rucker to the Position of Police Corporal Effective April 13, 2025

Councilperson Schneider made a motion that was seconded by Mr. Steidl to confirm the Mayor's Appointment of Carol Rucker to the position of Police Corporal effective April 13, 2025. Roll call vote: Mr. Steidl, yes; Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Rosales, yes; Mr. Haramis, yes. The motion was approved.

Councilperson Schneider thanked Boston Township for contributing money to pay the Village Reserve Officers that assisted with traffic control for the recent ODOT Rt. 303 repair project.

Roads and Public Works Liaison, Mr. Haramis: Mr. Haramis stated there was nothing to report.

Planning Commission Representative, Mr. Steidl: Mr. Steidl reported the Planning Commission held a joint meeting with Council on March 24 to hear OHM present the final draft of the Area Master Plan.

Zoning Officer, Mr. Hemming: The Mayor reported that Mr. Hemming is retiring as Zoning Officer and read the letter Mr. Hemming submitted.

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Board of Zoning Appeals, Mayor Schneider: Mr. Bryan announced there will be a Board Meeting on Tuesday, April 22 at 6:00 p.m. at the Boston Township Town Hall for the purpose of hearing 3 variance applications.

Buildings and Grounds Liaison, Mr. Steidl: Mr. Steidl announced the Village Hall project is going well and is on schedule. The second floor of the building will be used for voting on May 6. The stairs are complete, and the office furniture is scheduled for delivery. Additional electrical upgrades beyond those anticipated were necessary.

Chamber of Commerce & Economic Development Liaison, Mr. Rosales: Mr. Rosales reported that Eddy's Bike Shop has been relocated to 1655 W. Mill Street. Margo Snider announced that Ramp Up Peninsula will take place on April 26. Eleven vendors have registered to date.

Community Events Liaison, Mr. Najeway: The Mayor announced there are no updates from Mr. Najeway.

Policies & Procedures Liaison, Mr. Slocum: Mr. Slocum suggested consolidating the Village's IT services under a single Microsoft contract to reduce costs and provide integrated tools for email, data storage, and online meetings. He mentioned the benefits of using Microsoft Teams for recording meetings, generating transcripts, and assisting with meeting minutes. The Mayor stated he would reach out to the Village IT specialist and involve Mr. Slocum in those discussions. Mr. Slocum also discussed enhancing cybersecurity, including requiring multi-factor authentication and seeking external expertise on cyber threats. Mr. Slocum expressed interest in improving the timeliness of draft meeting minutes and addressed the need to review the Village's records retention policy and provide for the proper disposal of unnecessary records.

Fire Board, Mr. Slocum: Mr. Slocum reported the Department has already responded to 277 calls this year. There were 400 calls received for the entire year in 2024. Four firefighters have submitted letters of interest for one or two open Lieutenant positions. Currently, the Department has only two officers, which is down from the usual number of six. The investigation report for the Eddy's Bike Shop fire is complete, and no determination as to the cause of the fire could be made. A suspect who attempted to steal the Eddy's Bike Shop sign after the fire has pled guilty, closing that case. County water rescue training sessions will be held at the Boston Store on May 9, 10, and 11. The Pancake Breakfast will take place on the morning of May 4 from 8:00 to 12:00.

Cemetery Board, Councilperson Schneider: Councilperson Schneider stated there is nothing to report on the Cemetery.

JEDD Board, Councilperson Schneider: Councilperson Schneider stated there is nothing to report for the JEDD Board.

**Record of Proceedings
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Wastewater/Stormwater/Water Liaison, Mr. Najeway: The Mayor stated that there was no formal update from Mr. Najeway regarding any information that has not already been discussed.

Area Master Plan, Mr. Slocum and Mr. Steidl:

Mr. Slocum provided an update on the Area Master Plan. Regarding a proposed path along South Canal Street connecting to the towpath, after speaking with the adjacent residents, Diane Seskes and Don Carrol, it became clear they were strongly opposed to a new path in that area. They consider that portion of the street to be abandoned and have a lease with the National Park Service for land in that vicinity. County records show the Street is still owned by the Village and has not officially been vacated. The terrain is very steep. Building an ADA-compliant path would require excavation, which is not permitted in the park area without a new NEPA review. Diane and Don questioned the need for the path, pointing to the existing, accessible trail.

Mr. Bryan noted the Village received a strongly worded letter from the Township requesting that the Township Hall parking lot be removed from the plan as possible site for expanded public parking. Mr. Slocum and the Mayor confirmed that idea had been previously identified as a non-starter. It is an example of an engagement misstep that caused frustration during the planning process.

Solicitor, Mr. Bryan: Mr. Bryan stated he had nothing additional to report at this time.

LEGISLATION:

Second Reading:

Resolution No. 06-2025

Requested by: Councilperson Najeway

A Resolution Amending the Rate of Pay for the Mayor for the Term Commencing January 1, 2028

Mr. Bryan read the Resolution by title. It was determined that this Resolution would advance to a third reading at next month's Council Meeting.

Resolution No. 07-2025

Requested by: Mayor Schneider and Councilperson Haramis

A Resolution Requesting the County Fiscal Officer to Certify to the Village of Peninsula the Amount a 3 Mill, Five Year, Road Tax Renewal Levy Would Generate for the Village

Mr. Bryan read the Resolution by title. Mr. Haramis made a motion that was seconded by Councilperson Schneider to suspend the three-reading rule. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Steidl, yes; Mr. Rosales, yes. The motion was approved. Mr. Haramis made a motion to adopt the Resolution that was seconded by Mr. Steidl. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Steidl, yes; Mr. Rosales, yes. The Resolution was adopted.

First Reading:

Resolution No. 08-2025

Requested by: Councilperson Slocum

A Resolution Requesting the County Fiscal Officer to Certify to the Village of Peninsula the Amount a 3 Mill, Five Year, Road Tax Replacement Levy Would Generate for the Village

**Record of Proceedings
Regular Village of Peninsula Council**

Held: Tuesday, April 8, 2025

Mr. Bryan read the Resolution by title. Mr. Slocum made a motion that was seconded by Mr. Rosales to suspend the three-reading rule. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Steidl, yes; Mr. Rosales, yes. The motion was approved. Mr.

Steidl made a motion to adopt the Resolution that was seconded by Councilperson Schneider. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Steidl, yes; Mr. Rosales, yes. The Resolution was adopted.

Ordinance No. 09-2025

Requested by: Mayor Schneider and Solicitor Bryan

An Ordinance Establishing Section 1351.23 of the Village Property Maintenance Code Pertaining to Exterior Lighting on Residential Properties

Mr. Bryan read the Resolution by title. Mr. Bryan explained the Village does not presently have an ordinance that can deal with this type of issue on residential properties. The Mayor noted the neighbor has added more lights, possibly to intentionally shine toward the complainant neighbor's property. Despite efforts like planting bushes to block the light, the problem persists. A request was made for the Planning Commission to consider expanding the scope of this effort toward broader initiatives such as "Dark Sky" regulations.

Mr. Haramis and Mr. Steidl noted this issue reflects a broader problem beyond a single complaint. They support letting the ordinance move to a second reading and emphasized a need for standards that address both residential and commercial lighting to reduce light trespass and improve community quality of life. It was determined that this Resolution would advance to a second reading at next month's Council Meeting.

UNFINISHED BUSINESS/NEW BUSINESS:

PayByPhone Process Functionality

The Mayor and Mr. Slocum discussed the need to investigate alternative options that could be provided by the vendor that would make it easier for visitors to log in and pay. They plan to discuss those issues with the Village IT specialist and PayByPhone. The goal is to explore more secure and efficient systems without significantly increasing costs.

Mr. Steidl asked if the Planning Commission Meeting could be rescheduled from April 28 to April 29. The Mayor stated he would check with Ms. Walters and see if the Township Hall meeting space is available.

EXECUTIVE SESSION (IF NECESSARY): None.

ADJOURNMENT: Mr. Haramis made a motion that was seconded by Mr. Rosales to adjourn the meeting. Roll call vote: Councilperson Schneider, yes; Mr. Slocum, yes; Mr. Haramis, yes; Mr. Steidl, yes; Mr. Rosales, yes. The motion was approved. The meeting was adjourned at 8:11 p.m.

Respectfully submitted:

Daniel Schneider Jr., Mayor

Date

Record of Proceedings
Regular Village of Peninsula Council
Held: Tuesday, April 8, 2025

Katie Iaconis, Fiscal Officer



Brad Bryan <bbryan@gbs-llp.com>

Village Hall Construction

1 message

Douglas Steidl <dsteidl@villageofpeninsula-oh.gov>

Mon, May 5, 2025 at 11:59 AM

To: Brad Bryan <bbryan@gbs-llp.com>, Fiscal Officer <fiscalofficer@villageofpeninsula-oh.gov>

Cc: Mayor Account <mayor@villageofpeninsula-oh.gov>

Brad and Katie,

When the construction contract was approved by Council, we asked for a contingency amount. During the construction, we encountered several items that required changes. The largest of these were:

1. Replacement of all branch circuits in the first floor of the 1857 bldg. We're lucky there wasn't a fire or someone electrocuted since electricity was present even when the breakers were disconnected.
2. Upgrade to the building's fire alarm system.
3. Upgraded hardware to a better quality level and with brass finish to match the 1980's addition.
4. A couple structural necessities, an additional column to support the second floor and rebuilding of the interior half of the west wall.
5. Modifications to the north entrance door and transom, to replicate the historical appearance and features of the original 1857 building.

In summary, we have less than two thousand dollars left in the contingency. There are two items that the Mayor and I believe should be accomplished to enhance the final product:

1. Replace the carpeting in the rest room corridor on the first floor, and the lobby carpeting (elevator to Council chamber) on the second floor of the 1980's addition.
2. Refinish the wood floor in the Council Chamber.

These two items were not envisioned to be included in the construction, but it would make sense to do them now as part of this work, as opposed to later as a couple separate maintenance items.

Therefore, we'd like to ask that Council be asked to add \$7,000.00 to the contingency. I believe this can be done as a motion under Buildings and Grounds at the May meeting.

Please let me know if you see any issues with this approach. Thanks to both of you.

Doug

"Asphalt Paving Contractor Since 1964"



Melway Paving Company Inc.

7571 State Route 83

Holmesville, Ohio 44633

Contact: TERRY TRINER

Phone: 330-279-9000

Fax: 330-279-9002

Quote To: VILLAGE OF PENNINSULA

Job Name: 2025 PAVEMENT PRESERVATION

Date of Plans: 5/6/25

Phone:

Revision Date:

Fax:

ITEM	DESCRIPTION	QUANTITY	UNIT		AMOUNT
10	SOUTH RIDGEWAY	925.00	SY		3,996.00
20	NORTH RIDGEWAY	800.00	SY		6,520.00
30	WEST MILL	2,100.00	SY		9,114.00
40	EAST MILL	1,000.00	SY		6,390.00
50	MAJOR RD PATCH	10.00	TON		2,000.00
60	ORCHARD ST	640.00	SY		5,740.80
GRAND TOTAL					\$33,760.80

NOTES:

ITEM 10 INCLUDES PATCHING SMALL HOLE AND A SINGLE CHIP SEAL

ITEM 20 INCLUDES 15 TON OF LEVELING AND A SINGLE CHIP SEAL.

ITEM 30 INCLUDES A SINGLE CHIP SEAL.

ITEM 40 INCLUDES 10 TON OF LEVELING AND A SINGLE CHIP SEAL.

ITEM 50 INCLUDES 10 TON OF LEVELING.

ITEM 60 INCLUDES 10 TON OF LEVELING AND A SINGLE CHIP SEAL.

ALL ITEMS INCLUDE 2 FLAGGERS FOR TRAFFIC CONTROL.

QUOTE DOES NOT INCLUDE ANY STRIPING.

CONTRACT BASED ON A MUTUAL ACCEPTABLE AGREEMENT BETWEEN BOTH PARTIES.

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR PROJECTS

SINCERELY,

TERRY TRINER

VILLAGE OF PENINSULA, OHIO
RESOLUTION NO.: 06-2025
INTRODUCED BY: _____
DATE PASSED: _____

**A RESOLUTION AMENDING THE RATE OF PAY FOR THE MAYOR FOR THE TERM
COMMENCING JANUARY 1, 2028**

WHEREAS, due to the duties and requirements of the position, Council desires to increase the compensation for the position of Mayor, effective for the term commencing January 1, 2028.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby amends the compensation for the position of Mayor from \$3,600 per year to \$6,000 per year, effective for the term commencing January 1, 2028.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements.

SECTION 3. This Resolution shall be effective as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2025.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2025.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2025, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

VILLAGE OF PENINSULA, OHIO

ORDINANCE NO.: 09-2025

INTRODUCED BY: _____

DATE PASSED: _____

**AN ORDINANCE ESTABLISHING SECTION 1351.23 OF THE VILLAGE PROPERTY
MAINTENANCE CODE PERTAINING TO EXTERIOR LIGHTING ON RESIDENTIAL
PROPERTIES**

WHEREAS, the Village Property Maintenance Code does not presently regulate exterior lighting on one, two, and three-family residential properties; and

WHEREAS, in order to protect the health, safety, and welfare of persons on and near Village residential properties, Council desires to establish Section 1351.23 of the Village Property Maintenance Code to provide exterior lighting regulations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. Council hereby establishes Section 1351.23 of the Village Property Maintenance Code pertaining to exterior lighting on one, two, and three-family residential properties, as set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and/or in compliance with all legal requirements.

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

ORDINANCE 09-2025
PAGE TWO

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2025.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Ordinance was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2025, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

1351.23 EXTERIOR LIGHTING ON ONE, TWO, OR THREE-FAMILY RESIDENTIAL PROPERTIES.

(a) Definitions. As used in this chapter:

(1) “Exterior light” shall be defined as an outdoor light mounted anywhere on the outside of any structure on a residential property or located or mounted anywhere else outdoors on a residential property.

(2) “Light trespass” shall be defined as a beam of light from an exterior light that is directed or travels onto the property of another.

(3) “Poorly directed light” shall be defined as a light that has its main beam or focus of light directed onto or towards the property of another.

(4) “Unshielded exterior light” shall be defined as an outdoor light fixture that has no cover or has a cover that permits some of its light to project above the horizontal plane of the light fixture in relation to the ground.

(b) Exterior Lighting on One, Two, or Three-Family Residential Dwellings and Properties.

No property owner or person having control over any one, two, or three-family residential property shall allow any exterior light on the property to be unshielded or poorly directed to the extent that the light commits light trespass on a neighboring property, impairs the vision of persons on a neighboring property, significantly interferes with the quiet enjoyment of a neighboring property, or creates a hazardous condition for any neighbor, driver, or pedestrian.

(c) Penalty. Whoever violates any provision of this chapter is guilty of a misdemeanor of the fourth degree. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 11-2025

INTRODUCED BY: _____

DATE PASSED: _____

**A RESOLUTION AUTHORIZING ALL ACTIONS NECESSARY TO ACCEPT
NORTHEAST OHIO PUBLIC ENERGY COUNCIL 2025 ENERGIZED COMMUNITY
GRANT FUNDS**

WHEREAS, the Village is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for a NOPEC Energized Community Grant ("NEC Grant") for 2025, as provided for in the NEC Grant Program guidelines; and

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

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

SECTION 1. That the Council of the Village of Peninsula finds and determines that it is in the best interests of the Village to enter into a Grant Agreement with NOPEC to receive one or more NEC Grants that is substantially similar to the Grant Agreement that is attached hereto and authorizes the Mayor to execute the Grant Agreement and accept a 2025 NEC Grant.

SECTION 2. All formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution shall take effect and be in force as of the earliest date permitted by law.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2025.

RESOLUTION 11-2025
PAGE TWO

Passed:

Daniel Schneider, Jr., Mayor

Attest:

Katie Iaconis, Fiscal Officer

Approved as to Legal Form.

Bradric T. Bryan, Solicitor

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the _____ day of _____, 2025.

Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the _____ day of _____, 2025, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.

Katie Iaconis, Fiscal Officer

NOPEC 2025 ENERGIZED COMMUNITY GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“Grantor”), and the Village of Peninsula, Summit County, Ohio (“Grantee”; “Grantor” and “Grantee,” the “Parties”) regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2025 Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

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

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2025 Community Grant (“NEC Grant”) to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor (“Funds”), for the purposes set forth in Grantee’s Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request forms for qualified use in accordance with the program policies must be submitted by November 30, 2027. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2025 Grant year.

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

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2025, and shall expire on December 31, 2025, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

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

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

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

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

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

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

10. **Termination.**

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

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

11. **Effects of Termination.**

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

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

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

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

14. **Miscellaneous.**

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

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

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

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

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

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: Administrative Clerk

Name: Faith Dorton

1582 Main Street

Peninsula, Ohio 44264

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

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

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

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

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

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

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

[Signature Page to Follow.]

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

GRANTEE:

_____, Ohio

GRANTOR:

NOPEC, INC.

Individual Authorized by Grantee's
Legislation to accept- see Section I:

By: _____

By: _____

Title: _____

Title: Mayor

Date: _____

Date: _____

[Signature page to NOPEC 2025 Energized Community Grant Agreement.]

