

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 164-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING MONTHLY CASH TRANSFERS; AND,
DECLARING AN EMERGENCY

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Authorizing the cash transfer of Nine Hundred Ninety-Five
Thousand Dollars and 00/100 (\$995,000.00) from the General Fund Account No: 101-
1090-59000 to the following Funds:

Cash Transfers - October			
From General Fund TRANSFER Account 101-1090-59000 To:			
Fund 215	Police Pension		\$50,000.00
Fund 216	Fire Pension		\$50,000.00
Fund 217	Police & Fire 1%		\$750,000.00
Fund 221	Park		\$120,000.00
Fund 255	Cemetery		\$25,000.00
TOTAL CASH TRANSFER			\$995,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in
the interest of the public health, safety, and welfare for the reason that these funds are to
be transferred on a regular basis. As such an emergency measure, this Ordinance shall
take effect immediately upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of
_____, 2025 and signed by me as such Mayor on this
day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 165-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED FIRE LOSS CLAIMS FUND FOR REFUND OF FIRE LOSS CLAIM; AND, DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriations of funds from the Unappropriated Fire Loss Claims Fund to the following accounts listed below in the total amount of Fifty Thousand Dollars and 00/100 (\$50,000.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
664 - Fire Loss	664-6464-57010	Fire Loss Claims - Refund	\$50,000.00
Total Appropriation			\$50,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are immediately needed for refund for repair of fire loss to property. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: COUNCIL AS A WHOLE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 166-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEGAL SERVICE CONTRACT ON BEHALF OF THE CITY TO RETAIN GROSSMAN & KELLY, LLP FOR PARTICIPATION IN THE PFAS SETTLEMENT; AND DECLARING AN EMERGENCY.

WHEREAS, PFAS (“forever chemicals”) have contaminated water, land, and infrastructure nationwide and are linked to health risks and a costly cleanup.

WHEREAS, In April 2024, the EPA finalized enforceable limits on 6 PFAS chemicals in which all public water systems must be monitored by 2027 and reduce their levels by 2029 if the standards are exceeded.

WHEREAS, through MDL 2873 (federal multi-district litigation), public entities can pursue polluter-funded cost recovery for testing, treatment, and long-term maintenance.

WHEREAS, the City of Niles seeks to retain Grossman & Kelly, LLP to represent the City for recovery related to the contamination of water supplies by PFAS and other hazardous water contaminants, see attached Exhibit A legal service contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the Mayor, on behalf of the City of Niles, to execute the Legal Service Contract to retain Grossman & Kelly, LLP to represent the City for recovery of damages related to the contamination of water supplies by PFAS.

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare, and to allow the City to expedite the settlement of this claim at the earliest possible date. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

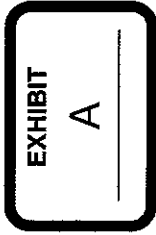
PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor on the _____ day of _____, 2025.

MAYOR



1248 MONTAUK HIGHWAY - WEST ISLIP NEW YORK 11795
Telephone: (531) 314-4996 Facsimile: (516) 686-6771
dgrossman@kgkfirm.com - www.kgkfirm.com

LEGAL SERVICES CONTRACT

THIS CONTRACT IS SUBJECT TO ARBITRATION UNDER
FEDERAL AND STATE ARBITRATION ACTS.

WHEREAS, the undersigned ("Client") agrees to retain GROSSMAN & KELLY, LLP ("Law Firm") (collectively, "Parties") as Client's attorneys in the prosecution of any legal claim for negligence (or any other viable cause of action) against any and all parties found to be responsible for injuries and or property damages suffered by us and/or our members arising out of contamination of water supplies by per- and polyfluoroalkyl substances (PFAS) and other hazardous water contaminants.

1. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-third (33 %) of all gross amounts recovered, plus expenses as outlined in sections #2 ("Disbursements") and #3 ("Financing of Case") below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in case of loss.**
2. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor's report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client's share after computation of the Attorney's Fee. However, Client will not be responsible for any expenses or costs which exceed Client's proportionate recovery.
3. **FINANCING OF CASE:** If the firm borrows money from any lending institution to finance the cost of the client's case, the amounts advanced by this firm to pay the cost of prosecuting or defending a claim or action or otherwise protecting or promoting the client's interest will bear interest at the highest lawful rate allowed by applicable law. In no event will the interest be greater than the amount paid by the firm to the lending institution.
4. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firm is under no duty to perfect or prosecute any such appeal until a satisfactory fee arrangement is made between the Parties and is reduced to writing regarding costs and attorneys' fees.
5. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.



6. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.
7. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.
8. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.
9. **APPROVAL NECESSARY FOR SETTLEMENT:** Client hereby grants the Law Firm power of attorney so that the Law Firm may have full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations, and papers as shall be reasonably necessary to conclude the representation including settlement and/or reducing to possession any and all monies or other things of value due to Client under its claim as fully as the Client could do so. The Law Firm is authorized and empowered to act as Client's sole negotiator in any and all negotiations concerning the subject of this Agreement. **However** all decisions regarding final resolution of the litigation, including settlement, are within the sole power of the Client. The firm will not settle any matter without the explicit consent of the client.
10. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firm may, at its own expense, use or associate with other law firms in the representation of the Client. If the Law Firm should engage other attorneys to act as cocounsel, this will be done at the expense of the Law Firm. This expense is not considered part of the reimbursable expenses outlined herein under "Disbursements" in item #2. Client understands that the Law Firm is a Limited Liability Partnership with a number of attorneys. Several of those attorneys may work on Client's case.
11. **ASSOCIATE COUNSEL:** Another attorney may participate in the division of fees in this case and assume joint responsibility for the representation of Client, either in the event that the Law Firm retains associate counsel or in the event that Client later chooses new counsel, provided that the total fee to Client does not decrease as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility.
12. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.
13. **DISPUTE:** In the event of a dispute between the Client and the Law Firm, it will be resolved at National Arbitration in Garden City, New York and New York law will govern. Each party to pay its own costs and expenses. This arbitration provision shall be enforceable in either federal or state courts in New York pursuant to the substantive federal laws established by the Federal Arbitration Act. Any party to any award rendered in such arbitration proceeding may seek a judgment upon the award and that judgment may be entered by any Supreme Court in New York having jurisdiction.
- Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

CLIENT SECTION

LAW FIRM SECTION

Please print Client Entity Name:		GROSSMAN & KELLY LLP
Print Name & Title of Authorized Representative:		
Signature of Authorized Representative:		BY:
Contact Email:		DATE:
Contact Phone:		co-counsel
Address (Street + Suite if Applicable):		
City, State, Zip:		

INFORMATION DETAILS:

Client: _____

1. Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

2. Legal counsel: _____
Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

3. Public Works Superintendent: _____
Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

4. Environmental Engineering Firm (if applicable): _____
Main contact person: _____
Phone number: _____
Email address: _____
Address: _____

5. Have you conducted any PFAS or other contaminants tests in your water supply or other property (soil, sludge, ponds, among others)?
Yes _____ No _____
If yes, were there detectable levels – please explain: _____



City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 167-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED COMMUNITY DEVELOPMENT FUND; AND, DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriations of funds from the Unappropriated Community Development Fund to the following accounts listed below in the total amount of Two Hundred Twenty Thousand Dollars and 00/100 (\$220,000.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
228 - Community Development	228-2828-53980	Contracted Labor	\$220,000.00
Total Appropriation			\$220,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are immediately needed so community development improvement projects can proceed without delay. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 168-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND FOR PAYMENT OF INVOICES FOR THE PAINTING AND REVITALIZATION OF TWO TRAIN BRIDGES; AND, DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the following appropriations of funds from the Unappropriated General Fund to the following accounts listed below in the total amount of Twenty Six Thousand Six Hundred Dollars and 00/100 (\$26,600.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101 - General Fund	101-1090-57050	Miscellaneous	\$26,600.00
Total Appropriation			\$26,600.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are immediately needed for timely payment of the due invoices. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR