



NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

WEDNESDAY APRIL 6, 2022

6PM COUNCIL CHAMBERS

612 WEST BROAD STREET

COUNCIL MEMBERS

WARD 1 MICHAEL SEROTKO
WARD 2 JOHN BARYAK
WARD 3 TESA SPLETZER
WARD 4 CHRISTOPHER GRANCHIE
AT LARGE JULIE STIMPERT
MAYOR KENNETH A KLINE

ADMINISTRATION

CITY MANAGER PAMELA PRIDDY
LAW DIRECTOR ALFRED SCHRADER
FINANCE DIRECTOR SEAN HOUSLEY
CITY CLERK

1. Call to Order
2. Pledge of Allegiance/Prayer
3. Roll Call
4. Special presentations by staff members or invited consultants
5. Public Comments (limited to those items as identified on the agenda)

6. Reports

MAYOR ✧ COUNCIL MEMBERS ✧ FINANCE DIRECTOR ✧ LAW DIRECTOR ✧ CITY MANAGER

Changes to tonight's agenda

7. Approval of Previous Minutes

8. Public Hearings:

9. Unfinished Business:

10. New Business:

- 1) A motion to reformat the order of the Agenda
- 2) A motion to sell parcel # 53-052901 for the valuation on the property record, \$800.00, (eight hundred dollars), plus quick claim deed costs. All other property transfer fees to be paid by the purchaser.
- 3) **Res. 12-2022** A resolution authorizing the City Manager to apply for accept, and enter into an agreement with Assured Partners / The Ohio Municipal Joint Self-Insurance Pool for commercial liability coverage.
- 4) **Res. 13-2022** A resolution authorizing the City Manager to apply for, accept and enter into a cooperative agreement with the Ohio Water Authority
- 5) **Ord. 2022-12** An ordinance authorizing the City Manager to enter into an agreement with Pro-Tech Systems
- 6) **Ord. 2022-13** An Ordinance to provide for the allocation of interest on City investments.
- 7) **Ord. 2022-14** An ordinance making appropriations for the current expenses and other



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expenditures for the City of Newton Falls

- 8) **Ord. 2022-15** An ordinance authorizing the City Manager to enter into a contract with the Law Firm of Roderick Linton Belfance, LLP
- 9) **Ord. 2022-16** An ordinance approving a contract for the Law Director and Prosecutor
- 10) **Ord. 2022-17** An ordinance approving a contract for the City Clerk/Clerk of Council

11. Public Comments:

12. Closing Remarks: Mayor, City Manager and Council

13. Motion to Recess into Executive Session (if necessary)

Move into executive session, by majority vote, for any of the following reasons with a motion and second.

- _____ 1. Personnel Matters: To consider one or more, as applicable, of the marked items:
 - _____ Appointment _____ Employment _____ Dismissal _____ Discipline
 - _____ Promotion _____ Demotion _____ Compensation
 - _____ Investigation of charges/complaints (unless a public hearing is requested)
- _____ 2. Purchase or Sale of Property
- _____ 3. Pending or Imminent Court Action
- _____ 4. Collective Bargaining Matters
- _____ 5. Matters Required to be Kept Confidential – Contract Negotiations
- _____ 6. Security Matters (National Security)
- _____ 7. Hospital Trade Secrets
- _____ 8. Confidential Business Information of an Applicant for Economic Development Assistance
- _____ 9. Veterans Service Commission Applications

Council may or may not take action following the executive session.

14. Adjourn:

Property Record Card - Trumbull County, Ohio

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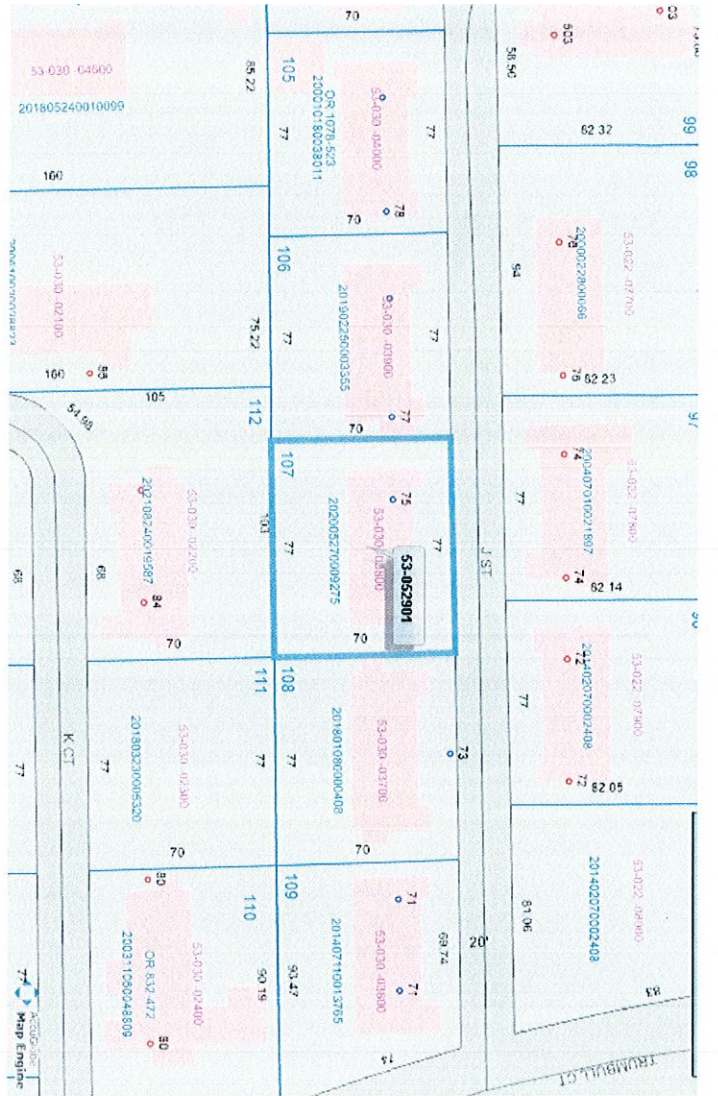
General Parcel Information	
Parcel	53-052901
Owner	CITY OF NEWTON FALLS
Address	75 J CT
Mailing Address Line 1	CITY OF NEWTON FALLS
Mailing Address Line 2	419 N CANAL ST
Mailing Address Line 3	NEWTON FALLS OH 44444
Land Use	640 - EXEMPT PROP OWN BY MUNICIPALIT
Legal Description	107 77F E RIV GDN J COURT NEWTON FALLS CITY
Tax District	53 - NEWTON TWP - NEWTON FLS CITY - EVSD
School District	NEWTON FALLS EVSD
Township	NEWTON TOWNSHIP
City	UNINCORPORATED

Valuation Details		
	Appraised	Assessed
Land Value	\$800.00	\$280.00
Improvement Value	\$0.00	\$0.00
Total Value	\$800.00	\$280.00
CAUV Value		\$0.00
Taxable Value		\$280.00

Land Details					
Land Type	Acreage	Depth	Frontage	Depth Factor	Value
L1 - Front Lot Entry	0.1237	70	77	0	\$780

Agricultural Details				
Soil Type	Land Usage	Land Type	Acres	Value
No Agricultural Information Available				

Sales Details			
Date	Buyer	Seller	Price
5/27/2020	CITY OF NEWTON FALLS	LYLE A WADDELL MARILYN F WADDELL	\$0
6/29/2015	LYLE A WADDELL MARILYN F WADDELL	WILLIAM E DYE II J/S CHRISTOPHER W DYE	\$500
2/9/2012	WILLIAM E DYE II J/S CHRISTOPHER W DYE	WILLIAM E DYE II	\$0
7/1/2004	WILLIAM E DYE II	J R HOME RENTALS LLC	\$70,000
11/26/2003	J R HOME RENTALS LLC	RICHARD A WIESNER J/S JOSEPHINE W WIESNER	\$0
12/3/1996	RICHARD A WIESNER J/S JOSEPHINE W WIESNER	NIEVES R PEREIRO TR	\$32,500
1/1/1990	NIEVES R PEREIRO TR	Unknown	\$0



202005270009275 P: 1 of 2
T20200010746 F: \$34.00 5/27/2020 2:38 PM
Trumbull County Recorder-Tod Latell



QUIT CLAIM DEED

STATE OF OHIO

COUNTY OF TRUMBULL

This indenture made this 30 day of April 2020, between LYLE A WADDELL & MARILYN F WADDELL as GRANTORS, and the City of Newton Falls, Ohio as GRANTEE.

WITNESSETH: That the GRANTOR, on behalf of herself, her heirs, executors, administrators, successors, representatives and assigns, for and in consideration of the sum of ONE DOLLAR (\$1.00), paid by check within seven (7) days of signature of this document, the receipt of which is hereby acknowledged, has bargained and sold and by this document and does grant, bargain, sell, convey, remise, release and forever QUIT CLAIMS unto said GRANTEE, on behalf of herself her heirs, executors, administrators, successors, representatives and assigns, all the right, title, interest, claim or demand which the GRANTOR may have had in and to the following described property with Tax Mailing Address:

19 North Canal
Newton Falls, OH 44444

Known as being Lot No.107 in the East River Gardens Subdivision as per plat thereof, situated in the City of Newton Falls, County of Trumbull and State of Ohio as recorded in Volume 11, of Plats, Pages 42 and 45 inclusive Trumbull County Records.

Said Lot has a frontage of Seventy-seven (77) feet on its easterly line of "P" Court and extends back on its east line Seventy (70) feet, and on its west line Seventy (70) feet, having a rear line of Seventy-seven (77) feet, as appears by said plat, subject to all legal highways.

Previous Deed Instruments No. 201506242011453

Parcel No: 53-052901

TO HAVE AND TO HOLD the said tract of land, with all singular the rights, members and appurtenances thereof, so that neither GRANTOR nor any other person claiming under her shall at any time claim or demand any right, title or interest to the said tract of land or its appurtenances.

IN WITNESS THEREOF, the said GRANTOR has herewith set her hand and seal, the day and year first above written.

Lyell Wallace
GRANTOR

Brenda K. Dancy
WITNESS

Marilyn F. Waddell
GRANTOR

[Signature]
WITNESS

Signed, Sealed, Sworn to and delivered in the presence of:

Kathleen M King
NOTARY PUBLIC



Prepared by:
Attorney A. Joseph Fritz
Supreme Court Registration Number 0051801
19 N. Canal Street
Newton Falls, OH 44444
330-872-0589

RESOLUTION # 12-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO AN AGREEMENT BETWEEN THE CITY OF NEWTON FALLS AND ASSURED PARTNERS/ THE OHIO MUNICIPAL JOINT SELF-INSURANCE POOL FOR COMMERCIAL LIABILITY INSURANCE.

WHEREAS the City of Newton Falls desires to secure commercial liability insurance to protect tangible property

WHEREAS Assured Partners through the Ohio Municipal Joint Self-Insurance Pool has provided a plan and offered coverage to the City of Newton Falls; and

WHEREAS, the City Manager has reviewed the plan and finds that it provides sufficient coverage for tangible property the City wishes to insure; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newton Falls, Ohio:

Section 1. That the Newton Falls City Council hereby directs the City Manager to enter into an agreement with Assured Partners to provide coverage through the Ohio Municipal Joint Self-Insurance Pool for commercial liability coverage as set forth in the "Insurance Proposal" Exhibit A attached hereto.

Passed: APRIL 6,, 2022

Attest: _____

INVOICE

Ohio Municipal Joint Self-Insurance Pool
C/O AssuredPartners
3900 Kinross Lakes Pkwy, #300
Richfield, OH 44286



INVOICE # OMLNE-22/23P001
INVOICE DATE 02/25/22

PRODUCER WJB
ACCT.REP. AJB

City of Newton Falls
19 N. Canal St.
Newton Falls, OH 44444

CUSTOMER # OMLNE-1
INSURED City of
Newton Falls
CARRIER OMJSP

TRANS.EFF. DATE	TRANSACTION TYPE	CONTRACT NUMBER	EFF. DATE	EXP. DATE
4/1/22	RENEWAL	OML001501400.22	04/01/22	04/01/23
	COVERAGE DESCRIPTION			AMOUNT
	LAW ENFORCEMENT			\$ 2,338
	EMS			N/A
	PUBLIC OFFICIALS			\$ 3,099
	GENERAL LIABILITY			\$ 14,759
	PROPERTY (including terrorism)			\$ 40,583
	CRIME			\$ 630
	INLAND MARINE			\$ 13,517
	AUTOMOBILE LIABILITY			\$ 3,335
	AUTOMOBILE PHYSICAL DAMAGE			\$ 4,820
	EXCESS LIABILITY			\$ 18,409
	EQUIPMENT BREAKDOWN			\$ 3,656
	SURPLUS			\$ 27,616
PAYMENT DUE BY 4/1/2022 Questions concerning this invoice ? Call 1-800-860-0090			TOTAL	\$ 132,762.00
			Please return remittance copy with payment	

<p>* NOTE: Membership dues and other similar payments to the Ohio Municipal Joint Self-Insurance Pool are NOT tax deductible as charitable contributions for Federal Income Tax purposes. Consult your tax advisors if you have questions.</p>	<p>RETURN PAYMENT TO: Ohio Municipal Joint Self-Insurance Pool P.O.Box 640254 Cincinnati, OH 45264-0254</p>
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RESOLUTION # 13-2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF NEWTON FALLS AND THE OHIO WATER DEVELOPMENT AUTHORITY FOR THE REFINANCING OF USDA LOANS 92-01 AND 92-03 THE PROCEEDS OF WHICH WERE USED FOR THE PURPOSE OF WASTEWATER SYSTEM IMPROVEMENTS [AND DECLARING AN EMERGENCY].

WHEREAS the City of Newton Falls (hereinafter referred to as the "LGA") desires to refinance all or a portion of USDA Loans 92-01 and 92-03 (the "Refunded Debt") the proceeds of which were used for the purpose of wastewater system improvements; and

WHEREAS the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the "OWDA") to refinance the Refunded Debt on the terms set forth in the Cooperative Agreement (defined below) (the "Refinancing"); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Newton Falls, Ohio:

Section 1. That the LGA hereby approves the Refinancing in cooperation with the OWDA under the provisions, terms and conditions set forth in the "Cooperative Agreement for the Refinancing of a State Water or Wastewater Project" as set forth in Exhibit A attached hereto (the "Cooperative Agreement") and hereby authorizes the City Manager and the Finance Director of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth and attached hereto in/as Exhibit A.

Section 2. That the LGA hereby approves the redemption or pre-payment of the Refunded Debt, and hereby authorizes the City Manager and the Finance Director to designate the date on which such redemption or pre-payment is to occur.

Section 3. That it is found and determined that all formal actions of this City Council concerning and relating to the passage of this resolution/ordinance were passed in an open meeting of this City Council, and that all deliberations of this City 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 including Section 121.22 of the Ohio Revised Code.

Section 4.* That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Newton Falls for the reason that the Refinancing at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing better financial terms for the City of Newton Falls thereby providing the ability to pay for additional necessary infrastructure improvements; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

Passed: APRIL 6, 2022

Attest: _____

*If applicable to the LGA.

COOPERATIVE AGREEMENT FOR REFINANCING OF STATE WATER PROJECT OR
WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of existing, new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining and retaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in retaining and obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the refinancing of certain debt of the LGA identified herein, the proceeds of which were used for the construction of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(c) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(d) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(e) "Eligible Project Costs" shall include the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and publishing the notices and legislation required; legal expenses; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures.

(f) "Loan Amount" means the amount necessary to refinance the Refunded Debt.

(g) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(h) "Project Facilities" means the facilities constructed with all or a portion of the Refunded Debt as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application.

(i) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate that was necessary for the construction and operation of the Project Facilities.

(j) "Refinancing" means the refinancing of the Refunded Debt as contemplated by this Agreement.

(k) "Refunded Debt" the debt of the LGA identified in Exhibit B.

(l) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Loan Amount at the Contract Interest Rate, all as specified in the Term Sheet.

(m) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

(n) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site are the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III – ORIGINAL ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF REFUNDED DEBT

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall have done all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA).

In connection with the construction of the Project Facilities, the LGA represents that:

(a) The construction of the Project Facilities on the Project Site was performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date of the construction thereof.

(b) All laborers and mechanics employed on the Project Facilities were paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages were determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(c) The construction of the Project Facilities, including the letting of contracts in connection therewith, conformed to applicable requirements of federal, state and local laws, ordinances, rules and regulations at such time.

(d) The LGA [(i)] spent all of the proceeds of the Refunded Debt on the Eligible Project Costs[, (ii) committed to spend, or actually spent, at least 5% of the proceeds of the Refunded Debt within six months after the issuance date of the Refunded Debt, and (iii) spent at least 85% of the sale proceeds of the Refunded Debt within three years after the issuance date of the Refunded Debt].

Section 3.2. The LGA hereby represents that (a) it has operated the Project Facilities and the System, or caused them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, have been kept in good repair and good operating condition so that the Project Facilities and System continue to be operated with substantially the same efficiency as when first constructed.

Section 3.3. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or their authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.4. The LGA represents and agrees that it will not seek or obtain alternative funding for the Refinancing without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.5. OWDA shall pay the proceeds of the Loan Amount to the entity identified in the Term Sheet (e.g. the existing holder of the Refunded Debt or an escrow or paying agent) on the date as identified in the Term Sheet.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until

payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as

defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.3, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and

the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts,

together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

- (a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or
- (b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

Section 5.11. The LGA shall comply with all laws, ordinances, orders, rules and regulations (including, without limitation, all environmental laws) that may be applicable to it and the Project Site, the Project Facilities and the System, if the failure to comply could have a material adverse effect on the security for this Agreement, or the LGA's ability to repay when due its obligations under this Agreement, subject to its right to contest in good faith the issue of non-compliance.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS OF THE LGA IN
REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF DEFAULT AND
REMEDIES THEREFOR; INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached; and

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached.

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 3.1 or Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or

remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the Refinancing or the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the

OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

[Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.]

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT
AUTHORITY

By:____

OWDA General Counsel

OWDA Executive Director

APPROVED AS TO FORM

LGA: ____

By:____

LGA Legal Officer or Counsel

By:____

Exhibit A

PROJECT FACILITIES DESCRIPTION

Exhibit B

REFUNDED DEBT OF LGA

Schedule I

TERM SHEET

NOTE: The term sheet will be generated by OWDA after the loan is approved at the board meeting.



April 1, 2022

To: Pam Ewing
Sean Housley

Attn: Michael Antonille

Subject: City of Newton Falls loan payoffs

Payoff of City of Newton Falls loans 92-01 and 92-03 effective April 8, 2022 is as follows:

#92-01

Principle - \$4,147,100.00

Interest - \$200,324.93

Total - \$4,347,424.93

#92-03

Principle - \$1,843,600.00

Interest - \$89,054.89

Total - \$1,932,654.89

Please note that both loans have a payment due on March 1, 2022 which will affect the payoff amount in April 2022. I can provide an updated payoff quote after the March payments have been applied.

Thank you,

Terri Krizay/Area Technician
Rural Development
U.S. Department of Agriculture
2650 Richville Dr SE | Massillon OH 44646
PH: (330)481-2203 | FAX:(330)830-7701
www.rd.usda.gov | "Together, America prospers"

Rural Development, Massillon Area Office
2650 Richville Drive SE, Suite 102, Massillon, Ohio 44646
Voice: 330-830-7700 Fax: 330-830-7701 TDD: 614-469-5757

ORDINANCE 2022-12

(Sponsor: Mayor Kenneth Kline)

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PRO-TECH SYSTEMS GROUP TO PROVIDE MODIFICATIONS NECESSARY TO PUMP STATION 4 FOR THE EQ BASIN UPGRADE AS PART OF A LONG-TERM CONTROL PLAN APPROVED BY THE EPA AND DECLARING AN EMERGENCY.

WHEREAS, the Waste Water Plant has an EQ upgrade long term plan approved by the EPA; and it is necessary to implement the next phase of the plan;

WHEREAS, Pro-Tech Systems Group's proposed price of \$32,600, (Thirty- two thousand six hundred dollars), for the contracted work expires in 30 days; and

WHEREAS, the city of Newton Falls wishes to be in compliance with the plan and complete the scheduled upgrades; and

THEREFORE, COUNCIL FOR THE CITY OF NEWTON FALLS, STATE OF OHIO,
HEREBY ORDAINS:

SECTION I: The City manager is authorized to sign any and all documents and/or contracts deemed by the city manager necessary to execute the planned upgrades including but not limited to the Pro-Tech Systems Group Agreement attached hereto as Exhibit A.

SECTION II: This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the citizens of the city of Newton Falls the reason for the emergency being the need to have this in effect by the earliest possible date.

PASSED IN COUNCIL THIS 6th DAY OF April 2022.

Mayor, Kenneth A. Kline

ATTEST: _____

Clerk of Council,



March 16, 2022
Q221289revised

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

Subject: Newton Falls EQ Modifications

Thank you for an opportunity to provide a quotation for the Newton Falls EQ Modifications. Pro-Tech Systems Group is quoting the following equipment per the following items:

- Add Automated Plug Valves to EQ System
 - (2) Automated Plug Valves
- Plumbing and Electrical Installation
- PLC Programming
- SCADA Development
- Field Startup and Commissioning

Pro-Tech Systems Group Price **\$32,600.00**

Standard Terms and Conditions of Sale

We offer our standard **TERMS AND CONDITIONS OF SALE** as Attachment 1. Issuance of an order or acceptance of this proposal constitutes acceptance of the included conditions and all conditions in Attachment 1.

Standard lead times

Submittals – 8-10 weeks

Panels – 6-10 weeks from date of release

Long lead items involving instrumentation will be clarified during the submittal process.

Many of Pro-Tech Systems Groups suppliers have advised that until further notice they reserve the right to amend the delivery date, the price and the scope or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the Covid-19 pandemic. Be advised the Pro-Tech Systems Group, Inc. considers the Covid-19 related changes imposed by our manufacturers and suppliers as outside of its reasonable control and subject to Force Majeure provisions.

This quote is valid for a period of 30 days. If you have any questions concerning this quotation, please call.

Best Regards,

A handwritten signature in black ink, appearing to read 'Chris Viar', is written over a horizontal line.

Chris Viar
Project Estimator





March 16, 2022
Q221289revised

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

Pro-Tech Systems Group Terms and Conditions

ACCEPTANCE of this Order is expressly conditioned on Buyer's agreement that the terms and conditions set forth herein, together with any plans or specifications approved in writing by Pro-Tech Systems Group, are the sole terms and conditions of the Order and constitute a contract representing the entire agreement of the parties with respect to the subject matter thereof. No amendment, modification or waiver of the terms and conditions of this order shall be binding on Pro-Tech Systems Group, unless made in writing and signed by an authorized representative of Pro-Tech Systems Group. Any additional or different terms and conditions contained in Buyer's proper orders or responses to the Order shall be deemed objected to by Pro-Tech Systems Group without need of further notice of objections and shall not be effective or binding unless assented to in writing signed by an authorized representative of Pro-Tech Systems Group. Buyer shall be deemed to have assented to all terms and conditions contained herein upon performance or part performance by Pro-Tech Systems Group under this contract. Should there be a conflict with any terms or conditions in any contract or purchase order used by Buyer, the terms and conditions herein shall prevail.

TERMS OF PAYMENT: 20% Payment on customer receipt of submittals, 80% Payment on multiple invoices. Net cash thirty (30) days, with a discount of one percent (1%) net cash ten (10) days allowed. A service charge of one and one-half percent (1 1/2%) per month will be added to unpaid balances after thirty (30) days. If Buyer's financial condition at any time does not justify continuance of the work to be performed by Pro-Tech Systems Group hereunder on the agreed terms of payment, Pro-Tech Systems Group may require full or partial payment in advance. In the event Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Pro-Tech Systems Group shall be entitled to cancel any order then outstanding at any time during the period allowed for filing claims against the estate of Buyer and shall receive reimbursement for its proper cancellation charges. Pro-Tech Systems Group's rights under this provision are in addition to any other rights available to it at law or in equity.

RETAINAGE: Pro-Tech Systems Group, Inc., Inc will allow a maximum retainage of 4% on labor only, payable within 30 days of completion of Pro-Tech Systems Group, Inc. work.

TAXES: The price quoted in this contract does not include any taxes and in the event taxes of any nature are assessed, they shall be added to the price herein, unless Buyer is exempt from tax and demonstrates such exemption to the satisfaction of Pro-Tech Systems Group.

WARRANTIES: Pro-Tech Systems Group warrants to Buyer that equipment furnished pursuant to this contract will be free from defects in material, workmanship and title and will be of the kind and quality specified in Pro-Tech Systems Group's quotation.

The foregoing equipment warranties (excluding the warranty of title) shall terminate one (1) year after the date of completion of the work or shipment of the part, requiring correction under this warranty.

Pro-Tech Systems Group warrants to Buyer that software furnished pursuant to this contract will be free from defects and will be of the kind and quality specified in Pro-Tech Systems Group's quotation.

The foregoing software warranties (excluding the warranty of title) shall terminate ninety (90) days after the date of completion of the work or shipment of the part, requiring correction under this warranty.

If any product covered by this contract fails to meet the foregoing warranties (except title), Buyer's exclusive remedies shall be for Pro-Tech Systems Group to correct any such failure by either (at the option of Pro-Tech Systems Group) replacing defective parts or repairing any defective parts of the equipment. Pro-Tech Systems Group shall not be responsible for providing working access to the defect, including the removal, disassembly, replacement or reinstallation of any equipment, materials or structures. Any portion which does not so conform will be corrected by Pro-Tech Systems Group upon notification by the purchaser. Upon expiration of the warranty period, all liability of Pro-Tech Systems Group for its equipment and services shall terminate.

Pro-Tech Systems Group limits its warranty on components not manufactured by Pro-Tech Systems Group to the conditions and duration of warranty offered to Pro-Tech Systems Group by the component manufacturer.

DISCLAIMER AND INTELLECTUAL PROPERTY STATEMENT: The materials comprising these documents are provided by Pro-Tech Systems Group, Inc. ("PTSG") as a service to its customers on an "as-is, as-available" basis for informational purposes only. PTSG assumes no responsibility for any errors or omissions in these materials. PTSG makes no commitment to update the information contained herein.

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March 16, 2022
Q221289revised

123 E. WATERLOO RD.
AKRON, OH 44319
TELEPHONE: (330) 773-9828
FAX: (330) 773-9928
EMAIL: CHRIS@PTEINC.COM

We incorporate both visible and invisible watermarks into PTSG Standards and you agree that the following terms and conditions are applicable. PTSG makes no, and expressly disclaims any, representations or warranties, express or implied, regarding the PTSG Standards and documentation, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose. PTSG makes no, and expressly disclaims any, warranties, express or implied.

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PTSG's names and logos and all related trademarks, trade names, and other intellectual property are the property of PTSG and cannot be used without its express prior written permission.

NO CLAIMS FOR DIRECT OR CONSEQUENTIAL DAMAGES SHALL BE ALLOWED.

PRO-TECH SYSTEMS GROUP DISCLAIMS ANY MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR USE WITH RESPECT TO THE PRODUCTS BEING SOLD PURSUANT TO THIS CONTACT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT OF THIS CONTRACT.

LIMITATION OF LIABILITY: Pro-Tech Systems Group shall not be liable for special, incidental, or consequential damages under any circumstances, including, but not limited to, loss of profits or revenue, loss of use of equipment, or cost of temporary equipment. Pro-Tech Systems Group's maximum liability, whether based in contract, tort (including negligence), or otherwise shall not exceed the price of this contract.

Unless otherwise specifically agreed to in writing by an authorized officer of Pro-Tech Systems Group, no Buyer, representative or any other person shall have the right to examine or audit Pro-Tech Systems Group's cost accounts, books, or records of any kind on any matter, or be entitled to or have control over any engineering or production prints, drawings, or technical data which Pro-Tech Systems Group, in its sole discretion, may consider in whole or in part, proprietary to Pro-Tech Systems Group.

DELAYS: Pro-Tech Systems Group will not be liable for any delay in the performance of this contract or for any damages suffered by Buyer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or other cause or causes (whether or not similar in nature to any of those herein above specified) beyond its control.

QUOTATIONS: This quotation will expire thirty (30) days from its date unless otherwise stated in the quotation or extended in writing by Pro-Tech Systems Group.

PRICE POLICY: Prices are net to all purchasers. Prices are firm for contracts completed within one (1) year from the date of quotation. Equipment or services delivered beyond one (1) year from date of quotation will be subject to price escalation of one-half percent (1/2%) per month or greater based on supplier increases.

DELIVERY: Unless otherwise specified by Pro-Tech Systems Group delivery will be made and title passed F.O.B. point of shipment to Buyer. Risks of loss or damage pass to Buyer on delivery. If products are to be delivered by Pro-Tech Systems Group, such products are to be received and unloaded by Buyer at Buyer's expense and risk.

GOVERNING LAW: The law of the State of Ohio shall govern the validity, performance, interpretation and the effect of this agreement.

AMENDMENTS: This contract may not be modified nor rescinded in any manner except by the written agreement of both Buyer and Pro-Tech Systems Group.

Upon acceptance of the agreement Pro-Tech Systems Group will require a full set of plans and specs w/ addendums, project start and completion dates, and a project schedule.

The above Standard Terms and Conditions are accepted:

By: _____
Title: _____
Date: _____

ORDINANCE: 2022-15

Sponsor: John Baryak

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE LAW FIRM OF RODERICK LINTON BELFANCE, LLP (ATTORNEY ALFRED E. SCHRADER, ATTORNEY KRISTOPHER B. IMMEL, AND ATTORNEY DAVID A. RANDOLPH) TO REPRESENT THE CITY LAWSUITS INVOLVING MATTHEW EVANS, EUGENE FIXLER, AND A COMMON PLEAS COURT CASE INVOLVING THE CITY OF THE VILLAGE OF NEWTON FALLS REGARDING OHIO SUNSHINE LAWS AND DECLARING AN EMERGENCY.

WHEREAS, the City desires that there be continuity of their representation in the lawsuits of Evans and Fixler, and a potential lawsuit of the Sunshine Laws:

- Matthew Evans v. Pamela S. Priddy, et al; Trumbull County Court of Common Pleas; Case No. 2021CV01398
- Matthew Evans v. Newton Falls, et al; United States District Court – Northern District of Ohio; Case No. 4:21-CV-02421-SL
- Eugene Fixler v. Newton Falls, et al; Trumbull County Court of Common Pleas; Case No. 2022 CV 00050
- A lawsuit to be filed alleging a violation of Ohio public meeting (Sunshine) of Newton Falls Civil Service Commission in its ruling on the Evans matter.

WHEREAS, the City desires Roderick Linton Belfance, LLP and Attorney Alfred E. Schrader, Attorney Kristopher B. Immel, and Attorney David A. Randolph to continue to represent the City's interests in those pending cases; and

WHEREAS, the Council instructs the Finance Director to affix a Certificate of Availability of Funds to the attached Exhibit "A", contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL FOR THE CITY OF NEWTON FALLS, TRUMBULL COUNTY, STATE OF OHIO:

SECTION I: The City Council of the City of the Village of Newton Falls authorizes its City Manager to execute a contract for legal services between and Roderick Linton Belfance, LLP and Attorney Alfred E. Schrader, Attorney Kristopher B. Immel, and Attorney David A. Randolph, in substantially the form as in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION II: The City Council of the City of the Village of Newton Falls instructs the Finance Director to attach a Certification of Availability of Funds to that contract.

SECTION III. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Newton Falls for the reason that the appointment of Roderick Linton Belfance, LLP at the earliest possible time is necessary because court appearances are scheduled for early April 2022, and to keep continuity in representation of these matters to avoid a gap in representation for the City of Newton Falls. For example, currently scheduled before the United States District Court is a telephonic conference on April 13, 2022; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

PASSED IN COUNCIL THIS ____ DAY OF APRIL 2022.

Mayor, Kenneth A. Kline

ATTEST: _____
Acting Clerk of Council

APPROVED AS TO FORM:

Alfred E. Schrader – Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated by
Council resolution on the date or dates of
_____.

– Acting Clerk of Council

Exhibit A

ATTORNEY CLIENT FEE RETENTION AGREEMENT

This Fee Retention Agreement is between The City of the Village of Newton Falls, Trumbull County, Ohio (the “Client”) whose mailing address is 612 West Broad Street, Newton Falls, Ohio 44444 , and the law firm of Roderick Linton Belfance, LLP, by Attorney Alfred E. Schrader, Attorney Kristopher B. Immel, and Attorney David A. Randolph (the “Attorneys”) dated the _____ day of _____, 2022, at _____, Ohio.

Thank you for selecting Attorney Alfred E. Schrader, Attorney Kristopher B. Immel, and Attorney David A. Randolph of the law firm of Roderick Linton Belfance, LLP to represent you, regarding the following lawsuits currently filed involving the City of the Village of Newton Falls:

- Matthew Evans v. Pamela S. Priddy, et al; Trumbull County Court of Common Pleas; Case No. 2021CV01398.
- Matthew Evans v. Newton Falls, et al; United States District Court – Northern District of Ohio; Case No. 4:21-CV-02421-SL.
- Eugene Fixler v. Newton Falls, et al; Trumbull County Court of Common Pleas; Case No. 2022 CV 00050.
- A lawsuit to be filed alleging violation(s) of the Ohio Public Meeting (Sunshine) by the Newton Falls Civil Service Commission in the Evans Matter.

You are retaining Attorney Alfred E. Schrader Attorney Kristopher B. Immel, and Attorney David A. Randolph of the law firm of Roderick Linton Belfance, LLP as counsel to represent you for general legal advice, litigation and other services as directed by you and the Attorneys.

We agree to represent you, the Client. This Agreement sets forth the terms of our engagement, including a description of the work to be performed on the Client’s behalf and the fees that will be charged. This Agreement also describes how the Client will be billed for our services and includes a description of the types of costs that will be charged to the Client.

The Client agrees to pay Roderick Linton Belfance, LLP an hourly rate of \$200.00. This legal representation is limited to only the current existing cases of Matthew Evans (both the Federal Court case and Common Pleas case) separately the lawsuit involving former Chief Fixler, and also separately, potentially a Common Pleas Court case involving the City of the Village of Newton Falls regarding the Sunshine Law (public meetings law which was violated by the action of the Newton Falls Civil Service Commission in the Matthew Evans matter.) This agreement is to only cover those matters. If the Client desires the Attorneys to represent them on any other matters, it will require negotiations and a separate fee agreement. The parties acknowledge that the customary and usual hourly rate would be \$300.00 per hour charged by Roderick Linton Belfance, LLP, but we are reducing that fee to \$200.00 per hour, as we have already been involved in substantial litigation on those particular cases. The parties agree that is a one-time only situation.

At times, we may utilize paralegals or law clerks to work on the instant case. Paralegal services are billed at the rate of \$90.00 per hour and law clerk services are billed at \$50.00 per hour. We will utilize paralegal and law clerk services for tasks such as legal research and filing, and reviewing documents. Negotiation and litigation will be performed by an attorney. We do not charge for clerical services.

You agree to be solely responsible for the costs. Costs do not include legal services, as described above. Costs can include items such as long-distance telephone charges, copying fees, postage, courier services, deposition costs (court reporter fees and transcript charges), court filing fees and other charges for non-legal services. If costs accrue, they will be noted on your invoice and will be due and payable in accordance with the payment terms listed on the invoice.

The Attorneys will provide periodic billing statements to the Client. Costs will also be noted in a separate category on the invoice. Each invoice is due and payable within 30 days of the date of the invoice. If an invoice goes unpaid for longer than 60 days, we may withdraw from this representation at our sole discretion after providing notice to the Client.

Roderick Linton Belfance, LLP will maintain your file for seven (7) years after the date of the termination of our engagement. After that date, the file and all of its contents will be permanently destroyed. During the course of your case you are copied on all correspondence and pleadings. We suggest you retain these documents for safe keeping as they represent a duplicate of our file.

Please review this Fee Retention Agreement carefully. Should you desire, they may seek to have a third party attorney review this Fee Retention Agreement before it is executed. If you find the terms accurately reflect our agreement and are acceptable, please sign both copies and send one (1) original copy back to us. Please retain the other original copy for your records. This Agreement shall be effective *only* upon the Finance Director signing the necessary Certification of Availability of Funds as required by Ohio law.

We look forward to working with you and resolving your legal issues, and we appreciate the trust that you have placed in us.

**THE CITY OF THE VILLAGE
OF NEWTON FALLS**

RODERICK LINTON BELFANCE, LLP

By: _____
Pamela S. Priddy – City Manager

By: _____
Alfred E. Schrader – Attorney at Law

By: _____
Kristopher B. Immel – Attorney at Law

By: _____
David A. Randolph – Attorney at Law

**§ 6:10 Certificate of Availability of Funds
(RC 5705.41)**

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection, free from any outstanding obligation or encumbrance.

Newton Falls Finance Director (date)

ORDINANCE 2022-16

Sponsor: Tesa Spletzer

**AN ORDINANCE APPROVING A CONTRACT FOR LAW DIRECTOR AND
PROSECUTOR AND DECLARING AN EMERGENCY.**

WHEREAS, Article V, Section 1 of the Newton Falls City Charter provides there shall be a Department of Law, the head of which shall be the Director of Law; and

WHEREAS, there is a need for a Law Director to be appointed to carry out the Law Director's duties; and

WHEREAS, there is a need for a City Prosecutor to be appointed to carry out the duties of City Prosecutor.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE VILLAGE OF
NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS that:**

SECTION I. City Council hereby authorizes the City Manager to enter into agreements with Attorney Robert W. Heydorn as Law Director and Attorney Christopher A. Crull as Prosecutor setting forth the terms and conditions of the Independent Contractor Agreement between the City of the Village of Newton Falls and Law Director and City Prosecutor. Attached hereto is a copy of said agreements, marked as Exhibit "A" and Exhibit "B", respectively, and incorporated herein by reference.

SECTION II. That the Agreements shall be deemed effective April 6, 2022.

SECTION III. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Newton Falls for the reason that the appointment of a City Law Director at the earliest possible time is necessary in order for the City of Newton Falls to function efficiently; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

PASSED IN COUNCIL THIS ____ OF _____, 2022.

Mayor, Kenneth A. Kline

ATTEST: _____
Acting City Clerk/Clerk of Council

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or in
full in the local newspaper, or designated by
Council resolution on the date or dates of
_____.

, Acting Clerk of Council

SERVICE AND FEE AGREEMENT



THIS AGREEMENT is made _____, 2022 by and between Newton Falls, Ohio hereinafter designated as the client, and Robert W. Heydorn, hereinafter designated as "the attorney", as follows:

1. The client has retained and hereby does retain and employ the attorney to act for and on behalf of the client as Director of Law in representation of the municipality and all its officers and divisions thereof. Attorney shall supervise the Department of Law and all officers, employees and contractors performing services by the authority of the Director of Law. Attorney shall prepare and/oversee legislation, contracts, and other instruments as necessary, advise Council and the Administration with respect to legal questions and legislation pending before Council, review and negotiate contracts involving the municipality as necessary and attempt to settle disputes before suit. The attorney shall also respond to outside authorities for matters, which include but are not limited to, employees or administrative problems prior to suit, arbitration or alternative dispute resolution proceedings. The attorney shall represent the client in matters of litigation and/or supervise such matters if outsourced, as required and approved by Council. The attorney shall be present eight hours per week at the municipality for duty unless fewer in-person hours are needed by the Administration. The attorney may set the schedule of such hours based on the necessity of the municipality and his business requirements. Otherwise, the attorney may work remotely and be reasonably available for replies to messages outside regular hours. Regular hours at the municipality may be performed by the attorney at other than regular times by agreement, allowing for his business conflict, vacations, personal time and the like.

2. In consideration of services in paragraph one rendered and to be rendered by the attorney, the client agrees to pay the attorney \$6,666.66 per month, for an annual salary of \$80,000.00. The attorney shall be included in the Ohio Public Employees Retirement System.

3. The expenses of the attorney shall be paid by the attorney except that the attorney shall not be liable for costs or expenses of litigation. Client shall pay for filing fees, court costs, depositions, expert witnesses and the like.

4. This agreement can be terminated, at will, by either party with sixty (60) days' notice.

5. Notices shall be given to the parties by regular United States mail to:

Client – 612 West Broad Street, Newton Falls, Ohio 44444

Attorney – 3031 Kingston Circle, Silver Lake, Ohio 44224

This agreement is signed in two original parts by the parties hereof.

CLIENT:

City Manager of Newton Falls, Ohio

ATTORNEY:

Robert W. Heydorn, Attorney

SERVICE AND FEE AGREEMENT



THIS AGREEMENT is made on the _____ day of _____, 2022 by and between Newton Falls, Ohio, hereinafter designated as the client, and Christopher A. Crull, hereinafter designated as the attorney, as follows:

1. The client has retained and hereby does retain and employ the attorney to act for and on behalf of the client as Prosecutor in representation of the municipality and all of its officers and divisions thereof in traffic and criminal matters pending before the Newton Falls Municipal Court. The attorney shall prepare and oversee criminal and traffic prosecutions and negotiate plea agreements where appropriate. The attorney shall also respond to inquiries by law enforcement and other outside authorities on traffic and criminal matters. The attorney shall be present at the municipality for up to 16 hours per week for duty as needed, unless fewer in-person hours are needed by the Administration. The attorney may set the schedule of such hours based on the necessity of the municipality, the court, and the attorney's business requirements. Otherwise, the attorney may work remotely and be reasonably available for replies to messages outside of regular hours. Regular hours at the municipality may be performed by the attorney at other than regular times by agreement, allowing for the attorney's business conflicts, vacations, personal time, and the like.
2. In consideration of services rendered, and to be rendered by the attorney, the client agrees to pay the attorney \$3,333.33 per month, for an annual salary of \$40,000.000. Attorney shall be included in the Ohio Public Employees Retirement System for all eligible compensation.
3. The expenses of the attorney shall be paid by the attorney, except that the attorney shall not be liable for costs or expenses of litigation. Client shall pay for filing fees, court costs, depositions, expert witnesses and the like.
4. This agreement can be terminated, at will, by either party with sixty (60) days' written notice.
5. Notices shall be given to the parties by regular United States Mail to:
 - a. Client – 612 West broad Street, Newton Falls, Ohio 44444
 - b. Attorney – 1226 Congress Lake Road, Mogadore, Ohio 44260

This agreement is signed in two original parts by the parties hereof:

Client:

City Manager of Newton Falls, Ohio

Attorney:

Christopher A. Crull
Heydorn & Crull, LLC
355 Portage Trail, Suite 2
Cuyahoga Falls, Ohio, 44221

ORDINANCE NO. 2022-17

Sponsor: Tesa Spletzer

**AN ORDINANCE APPROVING A CONTRACT FOR
CITY CLERK/CLERK OF COUNCIL AND
DECLARING AN EMERGENCY.**

WHEREAS, Article III, Section 14 of the Newton Falls City Charter provides there shall be a City Clerk/Clerk of Council; and

WHEREAS, there is a need for a City Clerk/Clerk of Council to be appointed to carry out the City Clerk/Clerk of Council duties.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF THE VILLAGE OF
NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS that:**

SECTION I. City Council hereby authorizes the City Manager to enter into an agreement with Michael J. Acomb as City Clerk/Clerk of Council setting forth the terms and conditions of the agreement between the City of the Village of Newton Falls and City Clerk/Clerk of Council. Attached hereto is a copy of said agreement, marked as Exhibit "A", and incorporated herein by reference.

SECTION II. That the Agreement shall be deemed effective April 6, 2022.

SECTION III. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Newton Falls for the reason that the appointment of a City Clerk/Clerk of Council at the earliest possible time is necessary in order for the City of Newton Falls to function efficiently; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

PASSED IN COUNCIL THIS 6th OF APRIL, 2022.

Mayor, Kenneth A. Kline

ATTEST: _____

Acting City Clerk/Clerk of Council

Ordinance No. _____

Page 2 of 2

ATTEST:

Newton Falls, Ohio _____

I, hereby certify that Resolution or Ordinance
No. _____ was published by title or in
full in the local newspaper, or designated by
Council resolution on the date or dates of
_____.

Acting Clerk of Council

**CONTRACT
FOR
CITY CLERK/CITY COUNCIL CLERK**

This contract was entered into at Newton Falls, Trumbull County, Ohio on 6th day of April, 2022 by and between the City of the Village of Newton Falls and its City Council, whose address is 612 West Broad Street, Newton Falls, Ohio 44444 (hereinafter "Newton Falls"), and Michael J. Acomb, whose address is 315 Glengarry Drive, Aurora, Ohio 44202.

Newton Falls seeks to hire a City Clerk who also serves as the City Council Clerk, and Michael J. Acomb desires to perform those duties as City Clerk/City Council Clerk. Therefore, the parties agree as follows:

- The duties of City Clerk include serving as the secretary to the City Council; preparing Council meeting agendas and materials; recording meeting minutes; and maintaining the legislative history (ordinances, resolutions, and the like) of the City Council by providing signed legislation as passed by Council.

More specifically, duties include:

1. Attending City Council meetings;
2. Keeping the municipal code up-to-date;
3. Tracking Council appointments to Boards and Commissions; and alerting Council as to any need to fill such appointments;
4. Coordinating public notices, advertising and legal notices;
5. Coordinate the production and broadcast of City Council meetings;
6. Process City Council mail;
7. Prepare certificates, proclamations, and communications;
8. Draft legislation for Council at the direction of the Council;
9. Track ethics training for Council members;

10. Maintain a working knowledge of open meeting rules, political reform and ethics acts, rules governing committees, and City Commission appointments;
11. Advising Council as to any deadlines for action on particular ordinances due to the wording in state statutes;
12. Such other duties as may be assigned from time to time by the City Council.

The parties agree that this position will be considered a part-time employment position at 25 hours per week. The salary of \$25,000.00 per year will be paid, plus the OPERS employer contribution of 14 per cent. The employee's contribution shall be deducted from the employee's salary together with such tax withholding as is required by City, State, and Federal law.

This contract shall be for a term of 90 days beginning on the date listed above. The contract will then be reviewed for salary and hours only. The parties anticipate that after that 90-day review no contract will be necessary and Michael J. Acomb will continue to be a part-time employee going forward.

The City of Newton Falls

By: Pamela S. Priddy – City Manager

Michael J. Acomb, Employee

ORNINANCE 2022-13
CITY OF NEWTOWN FALLS

Sponsored By: Tesa Spletzer
Introduced By: The Administration

AN ORDINANCE TO PROVIDE FOR THE ALLOCATION OF INTEREST EARNED ON CITY INVESTMENTS IN THE GENERAL FUND, AND FOR THE ALLOCATION AMONG THE GENERAL FUND AND THE ELECTRIC, WATER, SEWER AND STORMWATER FUNDS, AS DESCRIBED HEREIN, EFFECTIVE RETROACTIVELY TO JANUARY 1, 2022, AND DECLARING AN EMERGENCY.

WHEREAS, City fiscal policy on investments is in need of change to account properly for interest earned on such investments.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Newton Falls, County of Trumbull, State of Ohio, that;

Section 1: That interest shall be allocated and applied retroactively to January 1, 2022:

- a) That the Director of Finance be directed to transfer “any” unrestricted interest earnings or losses on the investment of various City funds commencing January 1, 2022 as follows;
- b) Interest from investments for a determined earnings period (monthly) shall be credited to the General Fund as follows:
- c) All fees attributed to the General fund shall be expensed to the General Fund, and all interest income or loss attributable to the General Fund minus Fees shall be transferred proportionally to the Electric, Water, Sewer and Stormwater Funds as follows:
 - 1) The Director of Finance shall then calculate the interest earned on the average balances of the Water Enterprise Funds (501 & 519)) for this same period and shall transfer the calculated interest to the Water Enterprise Funds (501 & 519).
 - 2) The Director of Finance shall then calculate the interest earned on the average balances of the Sewer Enterprise Funds (502, 516 & 520) for this same period and shall transfer the calculated interest to the Sewer Funds (502, 516 & 520).
 - 3) The Director of Finance shall then calculate interest earned on the average balances of Electric Enterprise Funds (503, 507 & 517) for this same period and shall transfer the calculated interest earnings or losses to the Electric Funds (503, 507, & 517).

- 4) The Director of Finance shall then calculate the interest earned on the average balances of the Stormwater Enterprise Fund (504) for this same period and shall transfer the calculated interest to the Stormwater Fund (504).

Section 2: That any and all resolutions or ordinances, or parts thereof, not consistent herewith, are hereby repealed, but if consistent herewith, are hereby ratified and confirmed.

Section 3: That 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 this 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 including Section 121.22 of the Ohio Revised Code.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety, convenience and welfare of the City of Newton Falls and the inhabitants thereof, for the reason that fiscal policy immediately impacts the efficient operation of City government, provided it receives the necessary affirmative votes as required by the City Charter, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED:

Mayor, Kenneth A. Kline

ATTEST: _____
Clerk of Council

APPROVED AS TO FORM:

Alfred E. Schrader –Law Director

ORDINANCE 2022-14

Sponsor: Tesa Spletzer

AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES FOR THE CITY OF NEWTON FALLS, OHIO, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2022 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES TO THE COUNTY AUDITOR.

WHEREAS, It is necessary to make appropriations for the current expenses and other expenditures for the City of Newton Falls, Ohio, for the fiscal year ending December 31, 2022;

WHEREAS, This Ordinance has funding sources that originated after the original Certificate of Resources was issued; and

WHEREAS, the re-appropriations will require an update of the Certificate of Resources to be filed with the Trumbull County Auditor, and

THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS:

Section 1: "Exhibit A" attached hereto as if fully rewritten herein amends "Exhibit A" of ordinance 2021-37 and shall be the appropriations for the funds designated for the fiscal year ending December 31, 2022 for the City of Newton Falls. Any funds not listed in this exhibit shall remain intact as listed in Ordinance 2021-37.

Section 2: The City Director of Finance is hereby authorized to draw warrants on the City Treasury for payment of the foregoing appropriations, upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this 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 including Section 121.22 of the Ohio Revised Code.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2022.

Mayor, Kenneth A. Kline

ATTEST: _____

APPROVED AS TO FORM:

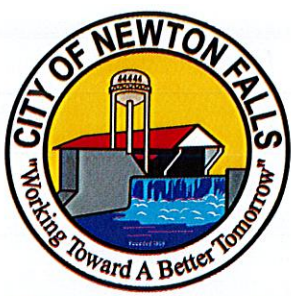
Alfred E. Schrader - Law Director

ATTEST:

Newton Falls, Ohio _____
I, hereby certify that Resolution or Ordinance
No. _____ was published by title or
in full in the local newspaper, or designated
by Council resolution on the date or dates of
_____.

, Clerk of Council

Appropriation Amendment #2 CITY OF NEWTON FALLS		2022 Current Appropriations	2022 Proposed Appropriations	Difference
100	General Fund			
FIRE				
Other Operations	Legal Level	75,837.00	73,037.00	(2,800.00)
	Total:	75,837.00	73,037.00	(2,800.00)
ZONING				
Personal Services	Legal Level	91,000.00	66,500.00	(24,500.00)
Other Operations	Legal Level	43,600.00	43,100.00	(500.00)
	Total:	134,600.00	109,600.00	(25,000.00)
CITY ADMINISTRATION				
Personal Services	Legal Level	91,070.23	63,599.64	(27,470.59)
Other Operations	Legal Level	28,162.49	28,162.49	-
	Total:	119,232.72	91,762.13	(27,470.59)
FINANCE				
Personal Services	Legal Level	74,098.44	74,489.70	391.26
Other Operations	Legal Level	22,420.18	22,420.18	-
	Total:	96,518.62	96,909.88	391.26
LAW				
Personal Services	Legal Level	53,458.73	41,092.73	(12,366.00)
Other Operations	Legal Level	32,590.73	32,590.73	-
	Total:	86,049.46	73,683.46	(12,366.00)
BUILDING MAINTENANCE				
Personal Services	Legal Level	43,000.00	43,000.00	-
Other Operations	Legal Level	107,424.08	172,624.08	65,200.00
	Total:	150,424.08	215,624.08	65,200.00
TRANSFERS OUT				
Other Operations	Legal Level	203,067.00	203,067.00	-
	Total:	203,067.00	203,067.00	-
100	Total:	2,292,642.29	2,290,596.96	(2,045.33)
502	SEWER OPERATING			
Personal Services	Legal Level	537,310.00	537,310.00	-
Other Operations	Legal Level	934,262.00	976,532.00	42,270.00
502	Total:	1,471,572.00	1,513,842.00	42,270.00
Grand Total:		18,266,838.52	18,307,063.19	40,224.67



NEWTON FALLS CITY COUNCIL

CAUCUS AGENDA

WEDNESDAY, APRIL 6, 2022, 5 PM

COUNCIL CHAMBERS 612 WEST BROAD STREET

CITY COUNCIL MEMBERS

WARD 1	MICHAEL SEROTKO
WARD 2	JOHN BARYAK
WARD 3	TESA SPLETZER
WARD 4	CHRISTOPHER GRANCHIE
AT LARGE	JULIE STIMPERT
MAYOR	KENNETH A KLINE

CITY ADMINISTRATION

CITY MANAGER	PAMELA PRIDDY
LAW DIRECTOR	ALFRED SCHRADER
FINANCE DIRECTOR	SEAN HOUSLEY
CITY CLERK	

I Call to Order

II Pledge of Allegiance/Silent Prayer

III Roll Call

IV Unfinished/New Business

Items on tonight's regular meeting agenda, RITA/Tax Code, other topics of concern

V Adjourn

Workplace Income for Residents of NEWTON FALLS

DWGRWIR

Municipality:	NEWTON FALLS	Tax Year:	2020		Income Type:	WAGE	
Work Municipality	Accounts	Work	Tax Rate	Wage Income	Total Withheld	Schedule Gain C	Schedule Gain E
012-AUBURN TWP	1	1	0.00000			0.00	0.00
019-AUSTINTOWN	2	2	0.00000			0.00	0.00
109-BOARDMAN	3	3	0.00000			0.00	0.00
388-JACKSON TOWNSHIP	3	3	0.00000			0.00	0.00
960-% NON-RITA 0.0%	267	309	0.00000			0.00	0.00
975-? NO MATCH FOUND	9	9	0.00000			0.00	0.00
981-OUT OF STATE	2	2	0.00000			0.00	0.00
982-OUT OF RITA	41	48	0.00000			0.00	0.00
995-CITY NOT LISTED	129	163	0.00000			0.00	0.00
996-VARIOUS	3	3	0.00000			0.00	0.00
Sub Total:	460	543				0.00	0.00
097-BOLIVAR	1	1	0.01000			0.00	0.00
159-CLINTON	1	1	0.01000			0.00	0.00
176-BURTON	1	1	0.01000			0.00	0.00
181-CANFIELD	5	5	0.01000			0.00	0.00
203-CARROLLTON	1	1	0.01000			0.00	0.00
432-LORDSTOWN	33	34	0.01000			0.00	0.00
447-MADEIRA	1	1	0.01000			0.00	0.00
466-MARTINS FERRY	1	1	0.01000			0.00	0.00
547-NEWTON FALLS	384	463	0.01000			0.00	0.00
565-NORTH RIDGEVILLE	1	1	0.01000			0.00	0.00
571-OHIO CITY	1	1	0.01000			0.00	0.00
592-ROCK CREEK	1	1	0.01000			0.00	0.00
604-ORRVILLE	2	2	0.01000			0.00	0.00
650-PEPPER PIKE	1	1	0.01000			0.00	0.00
950-% NON-RITA 1.0%	8	9	0.01000			0.00	0.00
Sub Total:	442	523				0.00	0.00
510-MIDDLEFIELD	52	55	0.01250			0.00	0.00
709-SALEM	12	12	0.01250			0.00	0.00
710-SANDUSKY	1	1	0.01250			0.00	0.00

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Workplace Income for Residents of NEWTON FALLS

DWGRWIR

772-SOUTH RUSSELL	1	1	0.01250	0.00	0.00
Sub Total:	66	69		0.00	0.00
087-BELLEFONTAINE	1	1	0.01333	0.00	0.00
Sub Total:	1	1		0.00	0.00
018-ADDYSTON	2	2	0.01500	0.00	0.00
137-BRIMFIELD TALLMADGE JEDD	4	4	0.01500	0.00	0.00
274-EAST LIVERPOOL	1	1	0.01500	0.00	0.00
287-FAIRBORN	2	3	0.01500	0.00	0.00
289-FAIRFIELD	1	1	0.01500	0.00	0.00
382-HUBBARD	2	2	0.01500	0.00	0.00
400-LAKEWOOD	2	2	0.01500	0.00	0.00
443-LEETONIA	1	1	0.01500	0.00	0.00
459-MANTUA	6	7	0.01500	0.00	0.00
480-MAYFIELD HEIGHTS	1	2	0.01500	0.00	0.00
546-NORTH CANTON	3	3	0.01500	0.00	0.00
605-ORWELL	5	5	0.01500	0.00	0.00
660-REMINDERVILLE	2	2	0.01500	0.00	0.00
661-REMINDERVILLE TWINSBURG TWP JEDD	2	2	0.01500	0.00	0.00
782-SYLVANIA	1	1	0.01500	0.00	0.00
893-WINDHAM	15	15	0.01500	0.00	0.00
Sub Total:	50	53		0.00	0.00
020-AVON	1	1	0.01750	0.00	0.00
323-GARRETTSVILLE	25	30	0.01750	0.00	0.00
Sub Total:	26	31		0.00	0.00
254-DELAWARE	1	1	0.01850	0.00	0.00
Sub Total:	1	1		0.00	0.00
001-ALLIANCE	5	6	0.02000	0.00	0.00
010-AURORA	26	28	0.02000	0.00	0.00
050-BEACHWOOD	2	3	0.02000	0.00	0.00
065-BEDFORD HEIGHTS	2	3	0.02000	0.00	0.00
113-BOWLING GREEN	1	2	0.02000	0.00	0.00
130-BRECKSVILLE	1	1	0.02000	0.00	0.00
140-BROADVIEW HEIGHTS	1	1	0.02000	0.00	0.00

Workplace Income for Residents of NEWTON FALLS

DWGRWIR

185-CHARDON	2	2	0.02000	0.00	0.00
220-CUYAHOGA FALLS	1	1	0.02000	0.00	0.00
273-EASTLAKE	1	1	0.02000	0.00	0.00
290-FAIRLAWN	2	2	0.02000	0.00	0.00
320-GARFIELD HEIGHTS	3	3	0.02000	0.00	0.00
346-GIRARD	7	7	0.02000	0.00	0.00
347-GLENWILLOW	4	5	0.02000	0.00	0.00
354-GREEN	6	7	0.02000	0.00	0.00
370-HIGHLAND HEIGHTS	2	2	0.02000	0.00	0.00
378-HUDSON	11	12	0.02000	0.00	0.00
390-INDEPENDENCE	7	8	0.02000	0.00	0.00
414-LISBON	1	1	0.02000	0.00	0.00
416-KENT FRANKLIN JEDD	2	2	0.02000	0.00	0.00
478-MCDONALD	2	2	0.02000	0.00	0.00
485-MAYFIELD VILLAGE	3	3	0.02000	0.00	0.00
490-MENTOR	5	5	0.02000	0.00	0.00
500-MIDDLEBURG HEIGHTS	2	2	0.02000	0.00	0.00
508-MINGO JUNCTION	2	2	0.02000	0.00	0.00
539-NILES	50	55	0.02000	0.00	0.00
545-NORTHFIELD VILLAGE	3	4	0.02000	0.00	0.00
550-NORTH OLMSTED	1	1	0.02000	0.00	0.00
554-NEW FRANKLIN	1	1	0.02000	0.00	0.00
562-NEWCOMERSTOWN	2	2	0.02000	0.00	0.00
570-NORTH ROYALTON	1	2	0.02000	0.00	0.00
665-RICHFIELD	2	2	0.02000	0.00	0.00
700-ROCKY RIVER	1	1	0.02000	0.00	0.00
713-SEBRING	1	1	0.02000	0.00	0.00
760-SOLON	13	13	0.02000	0.00	0.00
774-STOW	14	15	0.02000	0.00	0.00
775-STREETSBORO	44	50	0.02000	0.00	0.00
776-STEUBENVILLE	2	2	0.02000	0.00	0.00
780-STRONGSVILLE	3	3	0.02000	0.00	0.00
781-STRUTHERS	3	3	0.02000	0.00	0.00

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Workplace Income for Residents of NEWTON FALLS

DWGRWIR

790-TWINSBURG	19	19	0.02000	0.00	0.00
810-VALLEY VIEW	2	3	0.02000	0.00	0.00
870-WILLOUGHBY	2	2	0.02000	0.00	0.00
880-WILLOUGHBY HILLS	1	1	0.02000	0.00	0.00
890-WILLOWICK	1	1	0.02000	0.00	0.00
970-% NON-RITA 2.0%	1	2	0.02000	0.00	0.00
Sub Total:	268	294		0.00	0.00
028-BARBERTON	1	1	0.02250	0.00	0.00
210-CLEVELAND HEIGHTS	1	1	0.02250	0.00	0.00
375-HIRAM	11	11	0.02250	0.00	0.00
392-KENT	24	27	0.02250	0.00	0.00
670-RICHMOND HEIGHTS	1	1	0.02250	0.00	0.00
750-SHAKER HEIGHTS	1	1	0.02250	0.00	0.00
783-TALLMADGE	9	10	0.02250	0.00	0.00
789-TOLEDO	1	1	0.02250	0.00	0.00
Sub Total:	49	53		0.00	0.00
005-AKRON	44	47	0.02500	0.00	0.00
038-COPLEY AKRON JEDD	2	2	0.02500	0.00	0.00
150-BROOKLYN	4	5	0.02500	0.00	0.00
160-BROOKLYN HEIGHTS	1	1	0.02500	0.00	0.00
167-CAMPBELL	1	1	0.02500	0.00	0.00
178-CANTON	4	4	0.02500	0.00	0.00
200-CLEVELAND	29	33	0.02500	0.00	0.00
215-COLUMBUS	2	2	0.02500	0.00	0.00
250-CUYAHOGA HEIGHTS	2	3	0.02500	0.00	0.00
252-DAYTON	1	1	0.02500	0.00	0.00
368-HIGHLAND HILLS	1	1	0.02500	0.00	0.00
450-MACEDONIA	8	9	0.02500	0.00	0.00
460-MAPLE HEIGHTS	2	2	0.02500	0.00	0.00
580-OAKWOOD	2	2	0.02500	0.00	0.00
620-PARMA	2	2	0.02500	0.00	0.00
657-RAVENNA	86	98	0.02500	0.00	0.00
720-SEVEN HILLS	1	1	0.02500	0.00	0.00

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Workplace Income for Residents of NEWTON FALLS

DWGRWIR

820-WALTON HILLS	4	4	0.02500			0.00	0.00
829-WARREN	99	109	0.02500			0.00	0.00
972-% NON-RITA 2.5%	2	3	0.02500			0.00	0.00
Sub Total:	297	330				0.00	0.00
830-WARRENSVILLE HEIGHTS	3	3	0.02600			0.00	0.00
Sub Total:	3	3				0.00	0.00
907-YOUNGSTOWN	65	68	0.02750			0.00	0.00
Sub Total:	65	68				0.00	0.00
280-EUCLID	4	4	0.02850			0.00	0.00
Sub Total:	4	4				0.00	0.00
060-BEDFORD	1	1	0.03000			0.00	0.00
Sub Total:	1	1				0.00	0.00
Total:	1,733	1,974		48,988,078.32	682,411.23	0.00	0.00
Total Unique Accounts:	1,117						

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NEWTON FALLS CITY COUNCIL

REGULAR MEETING AGENDA

WEDNESDAY MARCH 16, 2022

6PM COUNCIL CHAMBERS 612 WEST BROAD STREET

COUNCIL MEMBERS

Ward 1	Michael Serotko
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Christopher Granchie
At-Large	Julie Stimpert
Mayor	Kenneth Kline

ADMINISTRATION

City Manager	Pamela Priddy
Law Director	Alfred Schrader
Finance Director	Sean Housley
City Clerk	

-
1. Call to Order
 2. Pledge of Allegiance/Prayer
 3. Roll Call
 4. Changes to tonight's agenda
 5. Special presentations by staff members or invited consultants
 6. Reports
Mayor Council Members Finance Director Law Director City Manager
 7. Approval of Previous Minutes
(limited to those items as identified on the agenda)
 8. Public Hearings:

Ordinance # _____ - Public Comments (limited to ordinance on the floor)
Council Discussion (if needed) - Role Call Vote

Ordinance # _____ - Public Comments (limited to ordinance on the floor)
Council Discussion (if needed) - Role Call Vote

Ordinance # _____ - Public Comments (limited to ordinance on the floor)
Council Discussion (if needed) - Role Call Vote

Ordinance # _____ - Public Comments (limited to ordinance on the floor)
Council Discussion (if needed) - Role Call Vote

9. **Unfinished Business**

10. **New Business**

11. **Motion to Recess into Executive Session (if necessary)**

Move into executive session, by majority vote, for any of the following reasons with a motion and second.

☒ 1. Personnel Matters: To consider one or more, as applicable, of the marked items:

☒ Appointment ☒ Employment ☒ Dismissal ☒ Discipline

☒ Promotion ☒ Demotion ☒ Compensation

☐ Investigation of charges/complaints (unless a public hearing is requested)

☐ 2. Purchase or Sale of Property

☒ 3. Pending or Imminent Court Action

☐ 4. Collective Bargaining Matters

☐ 5. Matters Required to be Kept Confidential – Contract Negotiations

☐ 6. Security Matters (National Security)

☐ 7. Hospital Trade Secrets

☐ 8. Confidential Business Information of an Applicant for Economic Development Assistance

☐ 9. Veterans Service Commission Applications

Council may or may not take action following the executive session.

12. **Public Comments**

13. **Closing Remarks: Mayor, Council and City Manager**

14. **Adjourn**

ORDINANCE NO. _____

THE CITY OF THE VILLAGE OF NEWTON FALLS

Introduced by: _____

AN ORDINANCE TO AMEND THE INCOME TAX CODE FOR THE CITY OF THE VILLAGE OF NEWTON FALLS, OHIO EFFECTIVE JULY 1, 2022 AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Newton Falls implements the following changes to Section Six of the City of Newton Falls, Ohio Income Tax Ordinance that was passed by Ordinance No. 2015-14 and effective January 1, 2016, and

WHEREAS, this Council has determined that the interests of the residence of the City of the Village of Newton Falls are best served by a financially stable and prosperous municipality.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Newton Falls, Trumbull County and State of Ohio as follows:

Section 1. This Ordinance No. 2022-____ repeals section of former Ordinance No. 2015-14; now namely Section 6 of the City of Newton Falls, Ohio Income Tax Ordinance.

Section 2. All sections not amended or repealed herein shall remain unchanged and are republished with the effective date of July 1, 2022, as in the original Ordinance.

Section 3. This Ordinance is hereby declared an emergency in that the Village of Newton Falls has determined that it is in the best interest of the health, safety, and welfare of the citizens of The City of the Village of Newton Falls to provide continuity in the tax code plus cooperation with other communities.

PASSED IN COUNCIL ON THIS _____ DAY OF APRIL, 2022.

Mayor, Kenneth A. Kline

APPROVED AS TO FORM:

Alfred E. Schrader
Law Director

(date)