



NEWTON FALLS CITY COUNCIL  
**REGULAR MEETING AGENDA**  
 Wednesday, April 5, 2023; 6:00 PM  
 COUNCIL CHAMBERS  
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Gideon Fetterolf
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
Law Director	Brad Bryan
Finance Director	Sean Housley
City Clerk	Michael Acomb

- I. Call to Order**
- II. Pledge of Allegiance / Silent Prayer**
- III. Roll Call**
- IV. Special Presentations by Staff Members or Invited Consultants**
  - Proclamations of Appreciation
    - Newton Falls High School National Honor Society Students
    - Marianne and Shawn Donley
    - Newton Falls Tiger Tots
    - Dairy Queen
- V. Public Comments (Agenda Items Only)**
- VI. Reports**
  - a. Mayor
  - b. Council Members
  - c. Finance Director
  - d. Law Director
  - e. City Manager

**Changes To Tonight's Agenda**

- VII. Approval of Previous Minutes**  
 Regular Meeting Minutes of March 15, 2023
- VIII. Public Hearings**  
ORDINANCE 2023-12 *Sponsor: Councilperson Spletzer*  
 AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE  
 APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023  
 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A  
 CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR

**IX. Unfinished Business**

**ORDINANCE 2023-12**

*Sponsor: Councilperson Spletzer*

AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR

**X. New Business**

**ORDINANCE 2023-13**

*Sponsor: Councilperson Baryak*

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JORDAN KNABB TO BE THE VILLAGE OF NEWTON FALLS PROSECUTOR

**ORDINANCE 2023-14**

*Sponsor: Councilperson Baryak*

AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE VILLAGE KNOWN AS 4905 ST. RT. 5 TO SLW DEVELOPMENT LLC FOR THE PURPOSE OF ESTABLISHING A DUNKIN DONUTS STORE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SALE AND PURCHASE AGREEMENT, AGREEMENT TO PURSUE ANNEXATION, AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE OF THE PROPERTY

**ORDINANCE 2023-15**

*Sponsor: Councilperson Baryak*

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE AGREEMENT WITH NEIGHBORHOOD DEVELOPMENT SERVICES, INC. FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE NEWTON FALLS REVOLVING LOAN FUND PLANS

**RESOLUTION 06-2023**

*Co-Sponsors: Councilpersons Fetterolf & Rufener*

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE VILLAGE'S INSURANCE COVERAGE WITH OHIO MUNICIPAL JOINT SELF-INSURANCE POOL THROUGH ASSURED PARTNERS INSURANCE AGENCY.

**MOTION**

*Sponsor: Councilperson Stimpert*

A motion to appoint Adam Zimmermann to the Civil Service Commission for the unexpired term expiring on 12/31/2024.

**MOTION**

*Sponsor: Councilperson Stimpert*

A motion to appoint Heidi Zimmerman to the Parks and Recreation Commission for the unexpired term expiring on 12/31/2023.

**XI. Public Comments**

**XII. Closing Remarks**

**XIII. Motion to Recess into Executive Session (If Necessary)**

**XIV. Adjournment**

# *Proclamation*

**WHEREAS**, the Newton Falls Dairy Queen recently opened for business in their new location; and

**WHEREAS**, the Newton Falls Dairy Queen has been extremely generous to Village employees, Village staff, and members of Council by providing their time to discuss the success of their business and by providing complimentary food, drinks, etc...; and

**WHEREAS**, the Newton Falls Dairy Queen is an asset and a source of pride for the Village of Newton Falls; and

**WHEREAS**, the Village and its citizens wish to express their sincere appreciation and congratulations to the Newton Falls Dairy Queen for their presence in Newton Falls, their generosity, and their very successful Grand Opening;

**NOW, THEREFORE, Mayor Kenneth Kline, Council Members: Bud Fetterolf, John Baryak, Tesa Spletzer, Kevin Rufener, and Julie Stimpert, of the Village of Newton Falls, Ohio**, and on their behalf and on behalf of the Officials, Employees, and Citizens of the Village, hereby express their sincere appreciation to the Newton Falls Dairy Queen for doing business in Newton Falls, offer thanks for their generosity, and offer congratulations on their very successful Grand Opening.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of Newton Falls to be affixed this 5<sup>th</sup> day of April, 2023.

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*Kenneth Kline, Mayor*

ATTEST:

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*Bud Fetterolf, Ward 1*

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*John Baryak, Ward 2*

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*Tesa Spletzer, Ward 3*

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*Kevin Rufener, Ward 4*

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*Julie Stimpert, At-Large*

# *Proclamation*

**WHEREAS**, the student members of the Newton Falls High School National Honor Society organized the 1<sup>st</sup> Annual Newton Falls Easter Egg Hunt; and

**WHEREAS**, Marianne Donley provided excellent leadership and guidance to the student members of the Newton Falls High School National Honor Society; and

**WHEREAS**, Shawn Donley donated this expertise in technology and produced a wonderful video production of the event; and

**WHEREAS**, Mr. and Mrs. Donley worked tirelessly to support the students in their endeavor to provide a quality family event to the community; and

**WHEREAS**, Mr. and Mrs. Donley demonstrated excellent examples of leadership, dedication and service to their community; and

**WHEREAS**, the Village and its citizens wish to express their sincere appreciation to Mr. and Mrs. Donley for their leadership and support of the success of the 1<sup>st</sup> Annual Newton Falls Easter Egg Hunt;

**NOW, THEREFORE, Mayor Kenneth Kline, Council Members: Bud Fetterolf, John Baryak, Tesa Spletzer, Kevin Rufener, and Julie Stimpert, of the Village of Newton Falls, Ohio**, and on their behalf and on behalf of the Officials, Employees, and Citizens of the Village, hereby express their sincere appreciation to Marianne and Shawn Donley and thank them for donating their time, energy, and skills to such a wonderful event for the community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of Newton Falls to be affixed this 5<sup>th</sup> day of April, 2023.

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Kenneth Kline, Mayor

ATTEST:

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Bud Fetterolf, Ward 1

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John Baryak, Ward 2

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Tesa Spletzer, Ward 3

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Kevin Rufener, Ward 4

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Julie Stimpert, At-Large

# *Proclamation*

**WHEREAS**, the student members of the Newton Falls High School National Honor Society organized the 1<sup>st</sup> Annual Newton Falls Easter Egg Hunt; and

**WHEREAS**, they worked tirelessly and demonstrated an excellent example of dedication and service to their community; and

**WHEREAS**, the Village and its citizens wish to congratulate these students on the success of the 1<sup>st</sup> Annual Newton Falls Easter Egg Hunt;

Natalee Albert  
Lily Derry  
Arlene Adams  
Katrina Braun  
Danielle Drake  
Syxx Moore

Bryce Barnhart  
Nicholas Henle  
Mackenzie Haidet  
Emilia Colosimo  
Caitlynn Grimm  
Caden Short

Kaylee Blom  
Emily Nutter  
Lauryn Bervish  
Jason Decker  
Nicholas Lampman

**NOW, THEREFORE, Mayor Kenneth Kline, Council Members: Bud Fetterolf, John Baryak, Tesa Spletzer, Kevin Rufener, and Julie Stimpert, of the Village of Newton Falls, Ohio**, and on their behalf and on behalf of the Officials, Employees, and Citizens of the Village, hereby express their sincere appreciation to the student members of the Newton Falls High School National Honor Society and thank them for organizing such a wonderful event for the community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of Newton Falls to be affixed this 5<sup>th</sup> day of April, 2023.

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*Kenneth Kline, Mayor*

ATTEST:

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*Bud Fetterolf, Ward 1*

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*John Baryak, Ward 2*

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*Tesa Spletzer, Ward 3*

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*Kevin Rufener, Ward 4*

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*Julie Stimpert, At-Large*

# *Proclamation*

**WHEREAS**, the Newton Falls Tiger Tots supported the 1<sup>st</sup> Annual Newton Falls Easter Egg Hunt; and

**WHEREAS**, the members of the Newton Falls Tiger Tots volunteered their time to work in cooperation with the student members of the Newton Falls High School National Honor Society to organize the age categories, provide support during the event, and assist with the cleanup efforts; and

**WHEREAS**, the efforts of the members of the Newton Falls Tiger Tots provided a significant contribution to the success of the event; and

**WHEREAS**, the Village and its citizens wish to express their sincere appreciation to the Newton Falls Tiger Tots for their dedicated support of the success of the 1<sup>st</sup> Annual Newton Falls Easter Egg Hunt;

**NOW, THEREFORE, Mayor Kenneth Kline, Council Members: Bud Fetterolf, John Baryak, Tesa Spletzer, Kevin Rufener, and Julie Stimpert, of the Village of Newton Falls, Ohio**, and on their behalf and on behalf of the Officials, Employees, and Citizens of the Village, hereby express their sincere appreciation to the Newton Falls Tiger Tots and thank them for donating their time, energy, and skills to such a wonderful event for the community.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused the Seal of the Village of Newton Falls to be affixed this 5<sup>th</sup> day of April, 2023.

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*Kenneth Kline, Mayor*

ATTEST:

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*Bud Fetterolf, Ward 1*

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*John Baryak, Ward 2*

---

*Tesa Spletzer, Ward 3*

---

*Kevin Rufener, Ward 4*

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*Julie Stimpert, At-Large*



NEWTON FALLS CITY COUNCIL  
**REGULAR MEETING MINUTES**  
 Wednesday, March 15, 2023; 6:00 PM  
 COUNCIL CHAMBERS  
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Gideon Fetterolf
Ward 2	John Baryak
Ward 3	Tesa Spletzer
Ward 4	Kevin Rufener
At-Large	Julie Stimpert
Mayor	Kenneth Kline

CITY ADMINISTRATION	
City Manager	Pamela Priddy
Law Director	Brad Bryan
Finance Director	Sean Housley
City Clerk	Michael Acomb

- I. **Call to Order**  
 Mayor Kline called the meeting to order at 6:01 pm.
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**  
 Council Present: Councilperson Fetterolf, Councilperson Baryak, Councilperson Stimpert, Mayor Kline  
 Council Absent: Councilperson Spletzer  
 Staff Present: City Manager Priddy, Clerk Acomb, Law Director Bryan, Finance Director Housley, City Administrator Smeiles  
 Staff Absent: none
- IV. **Special Presentations by Staff Members or Invited Consultants**
- V. **Public Comments (Agenda Items Only)**  
 Julie Lemon – 609 Ridge Road  
 She spoke in support of Resolution 05-2023 stating that the Charter has been followed to this point. She urged Council to pass the resolution.
- VI. **Reports**
  - a. Mayor Kline
    - i. He reported that he has regular morning meetings with residents and took many positive phone calls recently. He enjoys connecting with residents. He stated that the meeting with Mr. Stewart White for Dunkin Donuts was very good. The deal is fair, and the Braceville Trustees are happy with the project. He spoke with the State Representative and Senator to ask for assistance with the budget on these types of projects.
  - b. Council Members
    - i. Ward 1 – Mr. Fetterolf – He spoke about the parking lot at the Municipal Center. A section has a cone placed in it due to deterioration and unsafe conditions. He asked the Mayor to have someone investigate the lot and the adjacent property for proper drainage.

- ii. Ward 2 – Mr. Baryak – He met regarding Dunkin Donuts. The annexation is proceeding. The telephone poles are being set. He explained that the EPA did not clear the project until December 2022. The Scott Street Sewer Project has been discussed with the appropriate officials and it is proceeding as planned. He spoke on economic development. He read the meeting minutes from the March 1, 2023 meeting. He read an email received from the Guy Coviello, Head of the Youngstown Area Chamber of Commerce, in which Mr. Coviello stated that Newton Falls is included in all economic development efforts and frequently submit economic leads to the Newton Falls Mayor Office. He spoke about Revitalize or Die stating his appreciation for the ideas shared at that meeting. He urged the Village residents to work together, and he stated his pride in being a public servant.
- iii. Ward 3 – no report
- iv. Ward 4 – Mr. Rufener – no report
- v. At-Large – Ms. Stimpert - no report
- c. Finance Director
  - i. Mr. Housley stated that RITA provided the final statement on last year's tax collection effort. He recommends the program every year. He summarized the report stating that 1895 letters were sent for \$219,532 in taxes, penalties, and interest that were due to the Village. \$77, 800 has been collected.
- d. Law Director
  - i. Mr. Bryan – no report
- e. City Manager
  - i. Ms. Priddy – She stated that a copy of the report from the Engineering Staff has been provided to Council. She summarized the various grants that OHM Advisers has helped to secure for the Village. She stated that more information will be coming for the river project and for the AMP charging stations. She also reported that the PCA rate changes every six (6) months, and this most recent change is a \$2.85 reduction which will be reflected on upcoming resident bills. She met with the Village Department Staff and is pleased to see the department heads taking initiative and leading the way in trying to save money. She gave an example whereas the departments have proposed to offer a \$750 allowance for uniforms which will save a total of \$7800 a year. She stated her appreciation and said the bi-weekly staff meetings are paying off. She stated the Scott Street project will move forward and the grant will be awarded in July, 2023. She stated that Dunkin Donuts is moving forward and they are pushing the progress for Mr. White. The Revitalize or Die conference was valuable. Mayor Kline thanked the workers for their initiative.

### **Changes To Tonight's Agenda**

No changes were made to the agenda.

### **VII. Approval of Previous Minutes**

Regular Meeting Minutes of March 1, 2023



Mayor Kline called for a Motion to approve the Regular Meeting Minutes of March 1, 2023.

Moved by: Mr. Fetterolf  
No discussion.

Seconded by: Mr. Rufener

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Mr. Rufener-yes; Ms. Stimpert-yes  
The motion passed 4-0. The minutes were approved.

Mr. Baryak made a motion to excuse Ms. Spletzer from the meeting; seconded by Mr. Fetterolf.

No discussion.

Roll Call Vote: Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes  
The motion passed 4-0. Ms. Spletzer was excused from the meeting.

## **VIII. Public Hearings**

### **ORDINANCE 2023-10**

*Sponsor: Councilperson Baryak*

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF NEWTON FALLS FOR PLANNING, DESIGN, AND OR CONSTRUCTION OF WASTEWATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

No public comments.

### **ORDINANCE 2023-11**

*Sponsor: Councilperson Baryak*

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SAWVEL AND ASSOCIATES, INC. FOR AN ELECRC COST OF SERVICE RATE STUDY

No public comments.

## **IX. Unfinished Business**

### **ORDINANCE 2023-10**

*Sponsor: Councilperson Baryak*

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER POLLUTION CONTROL FUND (WPCLF) AGREEMENT ON BEHALF OF THE VILLAGE OF NEWTON FALLS FOR PLANNING, DESIGN, AND OR CONSTRUCTION OF WASTEWATER FACILITIES AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN

Mayor Kline called for a Motion to adopt the ordinance.

Moved by: Mr. Baryak

Seconded by: Mr. Fetterolf

No discussion.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Mr. Rufener-yes; Ms. Stimpert-yes  
The ordinance passed 4-0.

### **ORDINANCE 2023-11**

*Sponsor: Councilperson Baryak*

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH SAWVEL AND ASSOCIATES, INC. FOR AN ELECRC COST OF SERVICE RATE STUDY

Mayor Kline called for a Motion to adopt the ordinance.

Moved by: Mr. Baryak

Seconded by: Mr. Fetterolf

No discussion.

Roll Call Vote: Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Mr. Rufener-yes  
The ordinance passed 4-0.

**X. New Business**

**ORDINANCE 2023-12**

*Sponsor: Councilperson Spletzer*

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR**

Mayor Kline called for a Motion to adopt the ordinance.

Moved by: Mr. Baryak

Seconded by: Mr. Fetterolf

Mr. Baryak asked the City Manager to comment. Ms. Priddy asked Mr. Housley to comment. He stated that the Street Department needs a new mower at a little under \$19,000. The ordinance allows Council to increase the budget to cover the cost. Mr. Rufener stated appreciation for the explanation and asked, for the future, for a brief narrative to accompany each of these ordinances to increase transparency with the ordinance language.

Roll Call Vote: Mr. Rufener-yes; Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes  
The ordinance passed 4-0.

**MOTION**

*Sponsor: Councilperson Spletzer*

**A Motion to discuss the July and August regular meetings of the Council according to Council Rules and Section 121.01(d) of the codified ordinances.**

Mayor Kline called for a Motion to Discuss.

Moved by: Mr. Baryak

Seconded by: Ms. Stimpert

Mr. Baryak stated the requirement to only have one meeting in each of these months. He supports early discussion so that people can plan. Mr. Baryak advocated for keeping the first Wednesdays of each of those months. Ms. Stimpert agreed with Mr. Baryak, but worried about a meeting on July 5. Mayor Kline stated his belief that it is too early to decide and recommended a vote in May or June. Mr. Fetterolf advocated for keeping all the meetings due to the increased activity with various projects that might require action. Mr. Rufener stated that it's too early to discuss and decide. Mr. Baryak stated that there were two meetings last year in July and only one in August.  
Council will revisit the issue in May.

**RESOLUTION 05-2023**

*Sponsors: Councilpersons Rufener and Stimpert*

**A RESOLUTION REQUESTING THE TRUMBULL COUNTY BOARD OF ELECTIONS TO SCHEDULE A RECALL ELECTION FOR WARD 3 COUNCILPERSON TESA SPLETZER ON THE NOVEMBER 7, 2023 MUNICIPAL ELECTION DATE**

Mayor Kline called for a Motion to adopt the resolution.

Moved by: Mr. Rufener

Seconded by: Ms. Stimpert

Mr. Fetterolf reminded that this is a community action according to the Charter and does not represent agreement by Council. He spoke in support of the resolution on that basis. Mayor Kline agreed that the Charter should be followed and that his action does not represent council taking a position either way. It gives the people their due voice under the Charter.

Roll Call Vote: Ms. Stimpert-yes; Mr. Fetterolf-yes; Mr. Baryak-yes; Mr. Rufener-yes  
The resolution passed 4-0.

## **XI. Public Comments**

Patricia Benetis

She gave her opinion on the Revitalize or Die meeting. She took issue with the scheduling of it during the workday and the price charged to the Village. Citing poor organization and performance by the speaker, she spoke against the speaker and his presentation.

Adam Zimmermann – 515 Lemae Avenue

He asked if there are plans for filling the vacant seats on the various commissions. He urged Council to fill these vacant seats as soon as possible. He spoke against statements made by administrators at the Revitalize or Die Meeting, including that Facebook and past administrations have been barriers to progress, togetherness, and community pride in Newton Falls.

Julie Lemon – 609 Ridge Road

She thanked Council for passing Resolution 05-2023. She shared her opinion that trust can be built by being consistent with the Charter and conducting themselves in a polite manner.

Rick Kerlin – 1009 Woodglen

He attended the Revitalize or Die meeting and explained that the commonality of all the communities was the loss of pride and positive feelings. He spoke in support of the meeting and the focus on working to do positive things and say positive things; the opposite of what has been happening and has become commonplace in our town. He spoke in support of the upcoming Easter Egg Hunt and sang the praises of the partnership with the schools, the teachers association and the local businesses to provide what should be an amazing event, particularly since no public money will be spent on it.

Brenda Persino – 226 Oak Knoll

She announced the pasta dinner fundraiser on April 1 to support the bike and car show. She addressed Mr. Baryak directly regarding his comments on March 1 and tonight stating that his behavior doesn't often match his words of support for being positive and working together. She urged Mr. Baryak and Council to stop talking about past Councils and Administrations so the Village can move on.

Jamie Kline – 312 Ridge Road

She spoke in support of Dunkin Donuts. She urged Council to openly discuss other new businesses and also those businesses who give back to the community, especially the mom-and-pop shops located in town.

## **XII. Closing Remarks**

Ward 1 – Mr. Fetterolf – He took issue with Council getting blamed for everything. He urged the complainers to step up and fill the open seats on the commissions; but he also stated his belief that no one wants to serve because those same complaining residents attack those who serve which spreads the bad feelings around town.

Ward 2 – Mr. Baryak – He stated that a separation between the past and current administration has to happen. He stated his belief that the Village finances have been

turned around and Council is working to move forward. He urged residents to help in positive ways and put an end to false accusations and false statements.

Ward 4 – Mr. Rufener – He urged residents to engage with the community and step up to fill those open seats on the commissions. He urged businesses to meet and organize their issues for presentation to the zoning commission, which he is happy to facilitate. But, he stated, the commission seats need to be filled in order to get the work done.

At-Large – Ms. Stimpert – no report

City Manager - Ms. Priddy – no report

Mayor Kline – Communities are defined by what unites them. He announced the various upcoming events and expressed his hopes that these events might serve to begin uniting the Village residents in community pride.

**XIII. Motion to Recess into Executive Session (If Necessary)**

No motion was made.

**XIV. Adjournment**

Mayor Kline called for motion to adjourn the regular meeting at 7:06 pm.

Moved by: Ms. Stimpert

Seconded by: Mr. Rufener

No discussion.

Roll Call Vote: Mr. Fetterolf-yes; Mr. Baryak-yes; Mr. Rufener-yes; Ms. Stimpert-yes

The motion passed 4-0.

APPROVED:

\_\_\_\_\_  
Kenneth Kline, Mayor

ATTEST:

\_\_\_\_\_  
Michael Acomb, Council Clerk

## Delinquent and Subpoena Program Activity By Municipality For Individual Acc DWGRDSA

### Program Effectiveness NEWTON FALLS

Ltr Type	# of Letters	# of Forms	Liability	Penalty	Interest	Net Amount	Payments	Balance
198	1,895	461	-34,397.11	-37,193.74	-3,498.51	-75,089.36	36,133.58	-38,955.78
197	1,393	764	-52,840.41	-83,717.55	-7,885.21	-144,443.17	41,666.46	-102,776.71
199	0	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>	<b>3,288</b>	<b>1,225</b>	<b>-87,237.52</b>	<b>-120,911.29</b>	<b>-11,383.72</b>	<b>-219,532.53</b>	<b>77,800.04</b>	<b>-141,732.49</b>

### Reasons The Account Delinquency Was Satisfied

#### Account Status Changes

Status Description	# of Accounts
Moved Out	77
Scheduled Moved Out	28
Undeliverable	316
Retired	102
Scheduled Retired	10
Deceased	14
Scheduled Deceased	7
Under 18	0
Joint Filer	17
Wrong ID	20
Military	0
Miscellaneous	0
<b>Total</b>	<b>591</b>

#### Other Reasons

Status Description	# of Accounts
Accounts w/Final Filed	682

Generated On: 3/7/2023 11:58 AM  
Generated By: RITA\DMARIA

/DataWarehouseReports/Account\DWGRDSA -Subpoer



BRECKSVILLE OFFICE - LEGAL DEPARTMENT  
PO Box 470537 • Broadview Heights, OH 44147-0537  
800.860.7482 • Fax 440.922.3515 • TDD 440.526.5332  
ritaohio.com

City of Newton Falls  
Mr. Sean Housley  
Finance Director  
612 W Broad Street  
Newton Falls, OH 44444  
Re: Subpoena Program

March 10, 2023

Dear Mr. Housley,

I have enclosed a summary report detailing your subpoena program. There were 1,393 subpoena's issued. The charge for each subpoena is \$1.00; your total cost for the program is \$1,393.00. You will be receiving an invoice detailing this information.

**Here is how to read the report**

**The top grid displays the financials of the program**

Ltr type	# letters	# forms	Liability	Penalty	Interest	Net	Payments	Balance
198								
197								
Total								

**Letter type**

198-non-filing letter

197 administrative subpoena

**# of letters**

The number of letters sent broken down by letter type

**# of forms**

The number of forms filed in response to letter/subpoena

**Liability**

The tax amount

**Penalty**

The penalty amount (includes late file and late payment)

**Interest**

The interest amount

**Net amount**

The total of tax, penalty and interest

**Payments**

Amount collected to date

**Balance**

The balance that is still due. The remaining balance will be billed, picked up for collections and recommended for legal action if applicable

**The bottom grid reflects the master status changes in our tax system. These updates are usually based on exemptions. These accounts are closed/inactive or are ready to be closed.**



Mayor, City Manager, Finance Director,  
Department Superintendents

## ENGINEERING STAFF REPORT

### Discussion Items



#### **Village of Newton Falls Dams:**

- OHM Advisors are planning to inspect the current conditions of the dams (Class III West Branch Dam and Low Head Dam) sometime this month March 2023. Will notify the Village once a confirmed date has been set.

#### **Appalachia Community Grant Program:**

- Procure Planners will be selected by Zachary Svette shortly for all the communities in the area that submitted project ideas (November 2022) and were slated together. The Village of Newton Falls submitted project idea that was categorized for this submittal, the "Renovation of the Community Center".

#### **Eastgate Regional Council of Government:**

OHM Advisors had a meeting March 7th at Eastgate to discuss EV Charging Stations and Funding in the region along with the City of Niles, City of Girard along with AMP and Eastgate Planners. Listed below are notes from the meeting that were important.

- A regional approach to submit funding for EV Charging Stations in the Trumbull and Mahoning County Valley. AMP the Village's electrical supplier can apply for Federal Funding from US Dept. of Transportation which will be announced in the next 2-3 months. Erin Miller of AMP can apply on behalf of all the communities they represent. Authorization to apply has not been granted yet.
- Eastgate MPO announced they will be receiving funding of \$800,000 each year over the next 3 years through the Carbon Reduction Program. The Planners of Eastgate have been working on an overall plan to show potential EV Charging Station Sites. Level 2 Charging Stations (typically take 2-3 hours to charge an electric vehicle) and only use about the power equivalent to a window air conditioning unit. At the next TAC meeting in April, they are hoping to be ready unveil this plan. It was mentioned the Village of Newton Falls has 5 areas in the community they feel would be a good place for a Level 2 EV Charging Station. Again, the planners are just providing a study, not a recommendation, they wanted to make that clear.

Tuesday March 08, 2023

OHM Advisors, Brian K. Gorog





Mayor, City Manager, Finance Director,  
Department Superintendents

## ENGINEERING STAFF REPORT

### **Funding Programs:**

- Ohio Public Works Commission (OPWC) - the Village of Newton Falls was awarded at the District Level \$149,999 Grant for the 2023/2024 Paving Program.
- Community Development Block Grant (CDBG) On March 23, I will be attending a Community Development Block Grant Funding meeting on Thursday March 23<sup>rd</sup> at 6:00pm to learn both project eligibility and the community eligibility for projects in the Village. Looking to apply for additional grants for the 2023/2024 Paving program and possibly other projects.
- The 2024 OPWC Funding Round will be coming out shortly. Will need to discuss with Village staff what type of project to apply per their criteria.
- Will discuss with department superintendents needs or wants to look for additional funding for projects.



**From:** John Baryak  
**Sent:** Tuesday, March 14, 2023 12:36 PM  
**To:** City Administrator  
**Subject:** Fwd: Regional Chamber

Sent from my iPhone

Begin forwarded message:

**From:** Guy Coviello <[guy@regionalchamber.com](mailto:guy@regionalchamber.com)>  
**Date:** March 14, 2023 at 11:31:25 AM EDT  
**To:** [johnbaryak@gmail.com](mailto:johnbaryak@gmail.com)  
**Subject:** Regional Chamber

Mr. Baryak,

Following up on our phone call from this morning, the Regional Chamber includes Newton Falls in our economic development efforts. In fact, we frequently submit project leads via email to the Newton Falls Mayor's office.

Guy C.

**Guy Coviello**

**President & CEO**

City Centre One, Suite 500 | [100 E Federal Street | Youngstown, OH 44503](#)

Direct: [\(330\) 744.2131](#), ext. 1234 | Mobile: [\(330\) 550-5258](#)

[RegionalChamber.com](http://RegionalChamber.com)



VILLAGE OF NEWTON FALLS, OHIO  
ORDINANCE NO.: 2023-12  
SPONSOR: Councilperson Spletzer

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE  
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023 AND  
AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE  
OF RESOURCES WITH THE COUNTY AUDITOR**

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments to the Year 2023 Appropriations and transfers of items already appropriated for the Year 2023 are desired and required; and

WHEREAS, this Ordinance incorporates funding sources and expenditures that originated after the most recent Certificate of Resources was issued; and

WHEREAS, the appropriation amendments will require an update of the Certificate of Resources to be filed with the Trumbull County Auditor.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That the Exhibit attached hereto hereby amends the current appropriations for fiscal year 2023. Any funds not listed in this exhibit shall remain intact as previously listed and appropriated.

SECTION 2. That the Village Finance Director is hereby authorized to draw warrants on the Village 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 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 shall be effective as of the earliest date permitted by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

ORDINANCE NO. 2023-12  
PAGE TWO

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Kenneth A. Kline, Mayor

Attest:

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Michael Acomb, Clerk of Council

Approved as to Legal Form.

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Bradric T. Bryan, Law Director

CITY OF NEWTON FALLS		2023 Current Appropriations	2023 Proposed Appropriations	Difference
100	General Fund			
BUILDING & LANDS MAINTENANCE				
Personal Services	Legal Level	32,792.00	32,792.00	-
Other Operations	Legal Level	53,400.02	66,400.02	13,000.00
	Total:	86,192.02	99,192.02	13,000.00
TRANSFERS OUT				
Other Operations	Legal Level	161,400.00	161,400.00	-
	Total:	161,400.00	161,400.00	-
100	Total:	2,004,578.76	2,017,578.76	13,000.00
204	PARK AND RECREATION			
Personal Services	Legal Level	1,870.00	1,870.00	-
Other Operations	Legal Level	23,300.00	29,800.00	6,500.00
204	Total:	25,170.00	31,670.00	6,500.00
Grand Total:		16,597,288.65	16,616,788.65	19,500.00

VILLAGE OF NEWTON FALLS, OHIO  
ORDINANCE NO.: 2023-13  
SPONSOR: Councilperson Baryak

**AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER  
INTO AN AGREEMENT WITH JORDAN KNABB TO BE THE VILLAGE OF NEWTON  
FALLS PROSECUTOR**

WHEREAS, the current Village Prosecutor's employment with the Village is ending, and therefore, the Village is in immediate need of a new Prosecutor; and

WHEREAS, Jordan Knabb has the interest, expertise, and experience necessary to perform the job of Village Prosecutor.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby authorizes the City Manager to enter into the attached Agreement, or an agreement substantially similar thereto, with Jordan Knabb, that sets forth the terms and conditions for the provision of Prosecutor services to the Village.

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

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village for the reason the Village is required by law and needs at all times to have a Prosecutor to handle criminal matters that occur in the Village, and therefore, this Ordinance shall take immediate effect upon its passage, pursuant to Newton Falls Charter Article III, Section 21.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kenneth A. Kline, Mayor

Attest:

\_\_\_\_\_  
Michael Acomb, Clerk of Council

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Law Director

**PROSECUTOR AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of April, 2023, by and between Newton Falls, Ohio (“Newton Falls”), an Ohio municipal corporation, and Jordan Knabb (“Attorney”), whose address is 11 River Street, Kent, Ohio 44240, an attorney licensed to practice law in the State of Ohio, collectively referred to as the “Parties”.

WHEREAS, the Village requires the services of a Prosecutor on an immediate basis; and

WHEREAS, Attorney has the interest, expertise, and experience to serve as the Village Prosecutor.

NOW, THEREFORE, Newton Falls and Attorney hereby enter into the within Agreement for Attorney to serve as its Prosecutor, on an independent contractor basis, under the supervision of the City Manager and Law Director and the following terms and conditions.

1. Scope of Work and Compensation. Mr. Knabb shall handle all Prosecution matters on behalf of the Village of Newton Falls and any townships within the jurisdiction of the Newton Falls Municipal Court for which Newton Falls is required to handle Prosecution matters by law. The Prosecutor may also assist the Director of Law with Village legal matters as determined by the Director of Law and City Manager. As compensation for undertaking the duties of Prosecutor, Attorney shall be paid \$3,000 per month, as an independent contractor, with the pay for the month of April, 2023 prorated based upon his start date. Starting with the payment for the month of May, 2023, the monthly payments shall be made to Attorney no later than the 7<sup>th</sup> day of the month for which the payment is attributed.

2. Effective Date and Termination. This Agreement shall be effective as of a date in April of 2023 determined by the City Manager and Attorney and may be terminated by either party: (a) immediately for cause; or (b) at will and without cause with the provision of thirty (30) days’ written notice to the other party.

**Attorney**

**Newton Falls**

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Jordan Knabb

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Pamela S. Priddy, City Manager

VILLAGE OF NEWTON FALLS, OHIO  
ORDINANCE NO.: 2023-14  
SPONSOR: Councilperson Baryak

**AN EMERGENCY ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY OWNED BY THE VILLAGE KNOWN AS 4905 ST. RT. 5 TO SLW DEVELOPMENT LLC FOR THE PURPOSE OF ESTABLISHING A DUNKIN DONUTS STORE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SALE AND PURCHASE AGREEMENT, AGREEMENT TO PURSUE ANNEXATION, AND OTHER DOCUMENTS NECESSARY TO EFFECTUATE THE SALE OF THE PROPERTY**

WHEREAS, the Village of Newton Falls ("Village") purchased the 4905 St. Rt. 5, Braceville Township property in 2019 for \$40,000 for the purposes of economic development and with the intent that the property be annexed into the Village and serviced by Village utilities; and

WHEREAS, the 4905 St. Rt. 5 property is not needed for municipal purposes; and

WHEREAS, in order for the property to be annexed into the Village, additional property that is adjacent to the 4905 St. Rt. 5 property and bordering upon the corporate limits of the Village also needs to be annexed into the Village; and

WHEREAS, SLW Development LLC owns an approximately 74 acre parcel of property (designated as Permanent Parcel No. 56-018900) that is adjacent to the 4905 St. Rt. 5 property and bordering upon the corporate limits of Village; and

WHEREAS, the Managing Member of SLW Development is the principal owner of a company that owns and operates several Dunkin Donuts franchises; and

WHEREAS, that company intends to build, own, and operate a Dunkin Donuts franchise at the 4905 St. Rt. 5 location and connect to and pay for Village utilities; and

WHEREAS, in accordance with the purchase agreement for the property, SLW Development LLC has agreed to consent to the annexation of its adjacent approximately 74 acre parcel into the Village; and

WHEREAS, the Village has the expectation that the aforementioned Dunkin Donuts project will result in additional economic development on the St. Rt. 5 corridor and the development of the approximately 74 acre parcel owned by SLW Development, LLC that will be the subject of annexation proceedings; and

WHEREAS, based upon the above, selling the 4905 St. Rt. 5 property to SLW Development LLC is in accordance with the Village's development and renewal plans and will serve the public purpose of economic development in accordance with Article VIII, Section 13 of the Ohio Constitution; and

ORDINANCE NO. 2023-14  
PAGE TWO

WHEREAS, letters of intent pertaining to the sale of the 4905 St. Rt. 5 property were entered into with the Dunkin Donuts franchise developer referenced herein while the 4905 St. Rt. 5 property was being remediated pursuant to a grant received from the State of Ohio covering the full costs of the property remediation; and

WHEREAS, the remediation process is now complete, a No Further Action letter has been received, and the sale and development of the 4905 St. Rt. 5 property is now ready to proceed; and

WHEREAS, pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article I, Section 2 of the Village Charter, Council hereby authorizes, by the authority of the within Ordinance, the Village to deviate from the procedures for the sale of real estate provided in Section 721.03 of the Ohio Revised Code and 121.05 of the Newton Falls Codified Ordinances in order to enter into the agreements referenced herein for the reasons set forth herein.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby and herein authorizes the sale of real property owned by the Village known as 4905 St. Rt. 5, Braceville, Ohio (Parcel Nos. 53-013600, 53-013700, and 53-013800) to SLW Development LLC for the amount of \$57,025; Council also hereby authorizes the City Manager to execute the attached Sale and Purchase Agreement and Agreement to Pursue Annexation, or agreements that are substantially similar thereto, and all other customary documents necessary to effectuate the sale of the subject property as quickly as is practicable.

SECTION 2. That pursuant to the Home Rule and Local Self-Government Powers vested to the Village by Article XVIII, Section 3 of the Ohio Constitution and Article I, Section 2 of the Village Charter, Council hereby authorizes, by the authority of the within Ordinance, the Village to deviate from the procedures for the sale of real estate provided in Section 721.03 of the Ohio Revised Code and 121.05 of the Newton Falls Codified Ordinances in order to enter into the agreements referenced herein for the reasons set forth herein.

SECTION 3. That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



ORDINANCE NO. 2023-14  
PAGE THREE

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Newton Falls for the reason that Council wishes to effectuate and finalize this sale as soon as possible in order to receive the sale price promptly, permit the parcel to be developed immediately, allow the Dunkin Donuts franchise to open as soon as possible, authorize the annexation proceedings to commence expeditiously, and realize the economic development benefits from this project in the immediate future. Therefore, and this Ordinance shall take immediate effect upon its passage, pursuant to Newton Falls Charter Article III, Section 21.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Kenneth A. Kline, Mayor

Attest:

\_\_\_\_\_  
Michael Acomb, Clerk of Council

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Law Director

## **SALE AND PURCHASE AGREEMENT**

THIS AGREEMENT made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Village of Newton Falls, an Ohio municipal corporation which address is 612 West Broad Street, Newton Falls, Ohio 44444, hereinafter known as "Seller", and SLW Development LLC, an Ohio limited liability company which address is 885 State Street, Salem, Ohio 44460, hereinafter known as "Buyer". Seller and Buyer are collectively referred to as the "Parties" and agree as follows.

### **ARTICLE 1. PROPERTY**

1.01 Subject to the conditions set forth herein, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the real property known as 4905 St. Rt. 5, Braceville, Ohio, which consists of three lots designated as Permanent Parcel Nos. 56-013600, 56-013700, and 56-013800 (the "Village Property").

### **ARTICLE 2. PURCHASE PRICE**

2.01 Buyer shall pay to Seller, as the purchase price for said property, the total sum of Fifty-Seven Thousand and Twenty-Five Dollars, (\$57,025) upon closing as herein provided.

2.02 Buyer and Seller agree this Agreement and the Closing thereof is contingent upon Buyer consenting to property it owns known as 4904 St. Rt. 5, Braceville, Ohio (which consists of one lot designated as Permanent Parcel No. 56-018900) (the "SLW Property") and the Village Property referred to herein, which consists of three lots designated as Permanent Parcel Nos. 56-013600, 56-013700, and 56-013800 being annexed into the Village of Newton Falls in accordance with the Agreement to Pursue Annexation that is attached hereto and incorporated herein as Exhibit A (the "Contingency"). Both parties agree that this Agreement shall be closed as soon as possible.

### **ARTICLE 3. ESCROW**

3.01. An escrow shall be opened by Buyer pursuant to this Agreement at Heritage Union Title Company LTD, 280 North Ellsworth Avenue, Salem, Ohio 44460, Phone: 330-332-2146 ("Title Agent"), within three (3) days from the date of the execution of this Agreement by all parties.

3.02. The close of such escrow and the Buyer's obligation to purchase the Property pursuant to this Agreement are also conditioned on the conveyance to Buyer or the Buyer's nominee, by general warranty deed, of good and marketable title to the Property, as evidenced by a commitment for an Owners Fee Policy of Title Insurance (the "Title Policy") issued by Heritage Union Title Company LTD, subject only to the Permitted Encumbrances.

Title Agent shall issue a commitment for the Title Policy within ten (10) days after the date hereof (the "Commitment"). The Commitment issued to Buyer shall not reveal any claim, defect, lien, condition, encumbrance, easement restriction or encroachment (each a "Title Defect") which would, in Buyer's sole opinion, interfere with Buyer's use and enjoyment of the Property. Any matter not objected to shall be deemed to be a "Permitted Encumbrance". Buyer shall notify Seller in writing within ten (10) days after receipt of the Commitment of any matter shown on the

Commitment which it deems to be a Title Defect; provided, however, Buyer may not object to real estate taxes and assessments which are a lien but not yet due and payable. As to any Title Defects, Seller may, in its sole discretion, elect to cure or remove such Title Defect. In the event that Seller is unwilling or unable to cure or remove such Title Defect prior to the Closing as aforesaid, then Buyer may, in its sole discretion, either terminate this Agreement, and whereupon neither party shall have any further obligation to the other, or grant Seller an extension of the Closing to allow Seller to complete the cure of such Title Defect, or elect to proceed with the transactions contemplated by this Agreement with no reduction of the Purchase Price, in which event such Title Defect shall be deemed to be a Permitted Encumbrance.

3.03. Should any of the conditions specified in Paragraph 3.02 of this Agreement fail to occur within thirty (30) days after the opening of escrow as provided in Paragraph 3.01 of this Agreement, Buyer shall have the power, exercisable by the giving by it of written notice to the escrow agent and to Seller, to cancel such escrow and terminate this Agreement.

3.04. The real property taxes and assessments, both general and special, levied or assessed against the Property, as shown on the latest available tax bill from the County Auditor, shall be prorated between Seller and Buyer, as of the date of Closing. The prorations shall be based solely upon the latest available tax bill from the County Auditor without making any adjustment for any subsequent improvements and assessments. Buyer acknowledges the latest available tax duplicate may not reflect the accurate amount of taxes that will be owed on the Property. Buyer shall assume and pay all such taxes and assessments that become due and payable after the date of proration.

3.05. The expenses of closing described in this Article shall be paid in the following manner:

- (1) The full cost of securing an Owners Fee Policy of Title Insurance, including the simultaneous issue of any endorsements, described in Paragraph 3.02 of this Agreement, and the cost of the search and Commitment shall be paid equally by Seller and Buyer.
- (2) The cost of preparing, executing, and acknowledging any deeds or other instruments required to convey title to Buyer or its nominees in the manner described in this Agreement shall be paid by Seller.
- (3) Any costs for recording the deed shall be paid by Buyer.
- (4) Any tax imposed on the conveyance of title to said property to Buyer or its nominee shall be paid by Seller.
- (5) The cost of escrow shall be paid equally by Seller and Buyer.
- (6) The full cost of the title examination and any hold signature fees shall be paid by the Seller.

#### **ARTICLE 4. CLOSING & POSSESSION**

4.01 This transaction shall be closed by the escrow agent as soon as possible, but no later than 30 days after removal of the Contingencies contained in Section 2.02 and 3.02 above, unless otherwise agreed to in writing by both parties. Possession of the property shall be delivered to Buyer or its nominee upon Closing.

#### **ARTICLE 5. BREACH**

5.01. Should Seller default on the full and timely performance of any obligations under the terms of this Agreement for any reason other than Buyer's default, Buyer may bring suit for damages or equitable relief against Seller.

5.02. Should Buyer fail to consummate the purchase of said property with the conditions to Buyer's obligations set forth in Paragraphs 2.02 and 3.02 of this Agreement having been satisfied, Buyer, being in default hereunder, and Seller, not being in default, Seller may bring suit for damages against Buyer.

#### **ARTICLE 6. WARRANTY**

**6.01 BUYER SHALL PURCHASE THE PROPERTY IN ITS "AS IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY MADE BY OR ON BEHALF OF THE SELLER OTHER THAN THOSE CONTAINED IN THE DEED. BUYER FURTHER ACKNOWLEDGES AND REPRESENTS THAT THE BUYER IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES IN PURCHASING THE PROPERTY, AND THAT BUYER IS RELYING SOLELY UPON THE BUYER'S OWN INSPECTION OF THE PROPERTY IN PURCHASING THE PROPERTY IN ITS "AS IS" CONDITION. BUYER SPECIFICALLY WAIVES THE RIGHT TO RELY UPON ANY REPRESENTATIONS MADE IN ANY STATEMENT PREPARED BY OR ON BEHALF OF THE SELLER AND PROVIDED TO BUYER.**

#### **ARTICLE 7. INSPECTION PERIOD**

7.01. Buyer will have a period beginning on the date of the execution of this Agreement by all parties and ending on the date that is thirty (30) days following that date (the "Inspection Period") to perform physical inspections and other due diligence and to decide, in Buyer's sole discretion, whether the Property is satisfactory. Buyer's due diligence may include, without limitation, investigations relating to the physical characteristics of the Property, including engineering and environmental inspections and assessments. All due diligence costs and costs for site inspections or engineering, environmental, and/or other reports or inspections undertaken by Buyer shall be paid by Buyer.

7.02. During the Inspection Period, Seller, upon notice, will provide Buyer or its designees access to the Property to conduct, at Buyer's sole cost and expense, its due diligence with respect to the Property; provided, however, that Buyer shall: (i) indemnify, defend, and hold Seller harmless from and against all costs, expenses, losses, claims, damages, and/or liabilities arising from Buyer's inspection of the Property; (ii) promptly repair any damage resulting from any such inspections in the event that Buyer elects to terminate this Agreement pursuant to the terms of Section 7.03; (iii) not permit any inspections, investigations, or other due diligence activities to result in any liens, judgments, or other encumbrances being filed against the Property; (iv) at its

sole cost and expense, promptly discharge of record any such liens or encumbrances that are so filed or recorded; and (v) promptly following receipt thereof, provide Seller with copies of inspection reports and studies prepared by third parties in connection with Buyer's inspection and due diligence.

7.03. On or before the expiration of the Inspection Period, Buyer, in its sole and absolute discretion, will have the right to terminate this Agreement by giving written notice of termination to Seller. In the event Buyer timely exercises its right to terminate this Agreement pursuant to this Section 7.03, except for obligations in this Agreement that expressly survive termination, neither party shall have any further rights against the other.

#### **ARTICLE 8. MISCELLANEOUS**

8.01. This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns or nominees of the parties hereto, provided Buyer shall not transfer or assign this Agreement without first having obtained the express written consent of Seller, which consent shall not be unreasonably withheld.

8.02. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, or email, addressed to Seller or Buyer, or their respective legal counsel as the case may be.

8.03. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

8.04. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.05. This Agreement and the attached Agreement to Pursue Annexation constitute the sole and only agreement of the parties hereto and supersede any prior understandings or written or oral agreements between the parties respecting the aforesaid subject matter.

8.06. Time is of the essence of this Agreement.

8.07. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural, and vice versa, unless the context requires otherwise.

8.08. The descriptive headings used herein are for convenience only and are not intended to necessarily refer to the matter in sections which precede or follow them and have no effect whatsoever in determining the rights or obligations of the parties.

8.09. This Agreement may be executed in counterparts which, when assembled, shall constitute one and the same agreement.

8.10. Seller and Buyer each represent to the other that no broker is responsible for, or entitled to a commission growing out of this Agreement. Each party agrees to indemnify and hold the other party and its representatives, agents, successors, and assigns harmless against any and all claims, suits, liabilities, costs, and expenses, including reasonable attorney's fees, resulting from any claims that may be made against the parties by any broker or person claiming a commission, fee, or other compensation on the basis of any communication or agreement such broker may have, had, or entered into with the indemnifying party. The provisions of this Paragraph shall survive Closing.

8.11. For purposes of negotiating and finalizing this contract, any signed document, including, but not limited to, this Agreement, that is transmitted electronically, shall be treated in all manner and respect as an original document. The signature of any party shall be considered for these purposes as an original signature. Any such electronically transmitted document shall be considered to have the same binding legal effect as an original document.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023.

**SELLER**

VILLAGE OF NEWTON FALLS, OHIO

\_\_\_\_\_  
PAMELA PRIDDY, City Manager

**BUYER:**

SLW DEVELOPMENT LLC

\_\_\_\_\_  
STEWART L. WHITE, Managing Member

## EXHIBIT A

### **AGREEMENT TO PURSUE ANNEXATION**

THIS AGREEMENT TO PURSUE ANNEXATION is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Village of Newton Falls, an Ohio municipal corporation which address is 612 West Broad Street, Newton Falls, Ohio 44444, hereinafter known as the "Village", and SLW Development LLC, an Ohio limited liability company which address is 885 State Street, Salem, Ohio 44460, hereinafter known as "SLW". The Village and SLW are collectively referred to as the "Parties" and agree as follows.

WHEREAS, SLW is the owner of approximately 74 acres of land near the intersection of St. Rt. 5 and St. Rt. 534 in Braceville Township designated as Permanent Parcel No. 56-018900 (the "Existing Property"), and the Village and SLW have entered into a Purchase Agreement that provides for SLW's purchase of land from the Village known as 4905 St. Rt. 5, Braceville, Ohio that consists of three lots designated as Permanent Parcel Nos. 56-013600, 56-013700, and 56-013800 (the "Gas Station Property", and with the Existing Property, collectively referred to herein as the "Property").

#### **ARTICLE 1. PURPOSE OF AGREEMENT**

1.01 The purpose of this Agreement is to provide for the SLW 74 acre property designated as Permanent Parcel No. 56-018900 and the 4905 St. Rt. 5 property designated as Permanent Parcel Nos. 56-013600, 56-013700, and 56-013800 to be annexed into the Village of Newton Falls. In order to avoid the installation of a costly septic system, well, and electrical connection, SLW desires to obtain the benefits of Village electric, sewer, and water services. In return for the Village providing SLW access to the aforementioned Village utilities, SLW agrees to consent to the annexation of the Property into the Village of Newton Falls and pay all applicable local income and property taxes.

#### **ARTICLE 2. CONDITIONS OF ANNEXATION**

2.01 The Parties agree that following the closing of the purchase of the Gas Station Property the Village will pursue annexation of the Property pursuant to Ohio Law after first notifying SLW that the Village is electing to proceed with an annexation proceeding. Any delay in the processing of the annexation of the Property shall in no way affect SLW's obligations created by this Agreement. If SLW does not consummate the purchase of the Gas Station Property, the Existing Property will not be annexed into the Village.

2.02 The Village agrees to prepare, at its expense, an annexation petition, map, legal description, and other related information that may be required by Ohio Law to annex the property to the Village. The Village agrees that all costs and expenses in petitioning for the annexation and any possible appeal or related legal action will be borne by the Village. Should SLW desire for its own attorney to represent its interests with regard to the annexation petition, those costs will be borne by SLW. SLW agrees to execute, without delay, any and all documents required by law to complete the annexation. Neither SLW nor any agent or representative of SLW will commit any act to delay, impede, or in any way interfere with the annexation of the



Property by the Village.

2.03 Should SLW unreasonably fail to meet any of the obligations required of it under this Agreement, the Village may choose not to connect, or disconnect, the Property from all Village utilities and services. SLW acknowledges the Village is only providing the Property with utilities and services due to SLW's promise to pursue annexation to the Village. Further, the promise of annexation of SLW's property is a material inducement for the Village to provide utility and other services to the Property, and if the promise to pursue annexation was not expressly evident, the Village would not provide the Property with Village utilities and services.

### **ARTICLE 3. ELECTRIC, SEWER, AND WATER SERVICES**

3.01. Immediately upon execution of this Agreement, SLW will be allowed, at its expense, to connect the Property to the Village's water lines and connect to the Village electric and sewer lines once the construction of those lines is completed by the Village. In consideration for the furnishing of electric, sewer, and water supply services, SLW agrees to pay for all services at the Village's commercial rates as they are now established and may be revised in the future. SLW shall not be obligated to pay a tap or connection fee. SLW further agrees to furnish the Village free access to the Property for the purpose of installing, reading, inspecting, repairing, or removing any utility meters. The right to maintain a connection to the Village's electric, sewer, and water service is conditioned on SLW's compliance with all of the terms of this Agreement.

### **ARTICLE 4. CAPTIONS AND HEADINGS**

4.01 The captions and headings in this Agreement are solely for convenience and reference and do not define, limit, or describe the scope of intent of any articles, sections, subsections, paragraphs, subparagraphs, or clauses hereof.

### **ARTICLE 5. AMENDMENTS AND SUPPLEMENTS**

5.01. This Agreement and any rights, duties, or obligations described herein shall "run with the land" for said Property.

### **ARTICLE 6. ENTIRE AGREEMENT**

6.01. A copy of this Agreement may be filed with the County Recorder's office and shall constitute an encumbrance upon the Property. This Agreement and its accompanied Purchase Agreement contain the entire agreement of the parties with respect to the matters covered by this Agreement and the Purchase Agreement, and no other agreement, statement, or promise made by any party which is not contained in this Agreement or the Purchase Agreement shall be binding or valid.

### **ARTICLE 7. GOVERNING LAW**

7.01. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio, and for all purposes, shall be governed by and construed in accordance with the laws of the State of Ohio.

### **ARTICLE 8. SEVERABILITY**

8.01. If any provision of this Agreement, or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect



any other provision, covenant, obligation, or agreement, each of which shall be contained herein. The invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the full manner and to the full extent permitted by law.

**ARTICLE 9. SUCCESSORS AND ASSIGNS**

9.01. This Agreement shall be effective as of the date set forth, and all rights and obligations arising herefrom shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**ARTICLE 10. COUNTERPARTS**

10.01 This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one-and-the-same agreement. It is not necessary to produce or account for more than one of those counterparts to prove this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023.

**SELLER**

VILLAGE OF NEWTON FALLS, OHIO

**BUYER:**

SLW DEVELOPMENT LLC

\_\_\_\_\_  
PAMELA PRIDDY, City Manager

\_\_\_\_\_  
STEWART L. WHITE, Managing Member

VILLAGE OF NEWTON FALLS, OHIO  
ORDINANCE NO.: 2023-15  
SPONSOR: Councilperson Baryak

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN  
ADMINISTRATIVE AGREEMENT WITH NEIGHBORHOOD DEVELOPMENT  
SERVICES, INC. FOR THE ADMINISTRATION AND IMPLEMENTATION OF THE  
NEWTON FALLS REVOLVING LOAN FUND PLANS**

WHEREAS, the Newton Falls Revolving Loan Fund ("RLF") exists to maintain and administer all RLF funds and recaptured income from various sources; and

WHEREAS, the Village desires to increase to community's tax base, improve residential property conditions, and support the Village's community development objectives; and

WHEREAS, the Village desires to retain Neighborhood Development Services, Inc. ("NDS") to provide assistance with the administration and implementation requirements for the Newton Falls Revolving Loan Fund Plans; and

WHEREAS, it is necessary for the Village and NDS to enter into an administrative agreement for the provision of the above services.

NOW, THEREFORE, the Council of the Village of Newton Falls, State of Ohio, hereby ordains:

SECTION 1. That Council hereby authorizes the City Manager to enter into the attached agreement, or an agreement substantially similar thereto, with Neighborhood Development Services, Inc., for administration and implementation requirement services for the Newton Falls Revolving Loan Fund Plans;

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

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

PASSED IN COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

ORDINANCE NO.: 2023-15  
PAGE 2

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Kenneth A. Kline, Mayor

Attest:

---

Michael Acomb, Clerk of Council

Approved as to Legal Form.

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Bradric T. Bryan, Law Director

**AGREEMENT BETWEEN  
CITY OF NEWTON FALLS  
&  
NEIGHBORHOOD DEVELOPMENT SERVICES, INC.  
FOR THE ADMINISTRATION & IMPLEMENTATION  
OF CITY OF NEWTON FALLS REVOLVING LOAN FUND PLANS**

This agreement (the "Master Agreement"), made and entered into this \_\_\_\_ day of \_\_\_\_ 2023, by and between the City of Newton Falls, Ohio, a City and political subdivision organized and existing under the Constitution and laws of the State of Ohio, and Neighborhood Development Services, Inc., a private 501(c) 3 nonprofit corporation (hereinafter referred to as NDS, Inc.).

**WITNESSETH:**

**WHEREAS**, the City of Newton Falls Revolving Loan Fund (RLF) exists to maintain and administer all RLF funds as recaptured income from various sources; and

**WHEREAS**, the parties desire to increase the community's tax base, improve residential property conditions, and support the City's community development objectives; and

**WHEREAS**, the City of Newton Falls City Council, by **Ordinance No. \_\_\_\_\_**, has agreed to enter into an agreement; and

**WHEREAS**, the City and NDS, Inc. desire to enter into this agreement to set out their respective covenants and understandings;

**NOW THEREFORE**, in consideration of the promises and covenants contained herein, the parties hereto agree as follows:

**Section 1. Services to be Provided**

- A. NDS, Inc. shall serve as the Administrator of the following City of Newton Falls RLF
  - 1. City of Newton Falls CDBG Based Housing
- B. NDS, Inc. shall maintain and administer all RLF funds as recaptured from various sources including principal and interest from loans made from CDBG Based Grants, previous RLF loans, and interest on account in the City Treasury.
- C. NDS, Inc. shall perform any and all necessary responsibilities regarding soliciting, accepting, packaging and processing loan applications.
- D. The RLF Administrator's function as defined will involve properly establishing and executing all application materials, compiling backup and supporting documentation, and ensuring that all security instruments, closing papers, and related documentation fall within compliance guidelines as specified by the respective grants as well as the City of Newton Falls. The RLF Administrator will also ensure that all loan terms and repayment requirements meet the stated policies, terms and guidelines of the respective RLF and all other applicable policies.

- E. NDS, Inc. shall assure that all instruments granting a security interest to City of Newton Falls are properly executed, and name City of Newton Falls as the secured party Mortgagee. NDS, Inc. shall cause all such instruments to be timely and properly filed pursuant to law such that City of Newton Falls' security interests in each transaction is properly established.
- F. NDS, Inc. shall perform any and all duties, responsibilities and functions necessary to service all loans, collections of and accounting for all repayments of interest and principal, and amending, execution and filing of approved security instruments.
- G. NDS, Inc. shall meet all required reporting functions of the City and the Ohio Department of Development's Office of Community Development (OCD) on or about February 15 and August 15 of each year, or upon request by the City. Reports shall contain portfolio status, loan status summaries and outstanding loan lists, or any other information as requested by the City.
- H. NDS, Inc. shall maintain all necessary records regarding the RLF portfolio, program compliance, individual loan information and repayment (program income) information.
- I. NDS, Inc. shall comply with 2 CFR Part 215 and OMB circular A-133, A-128, A-87 and any other applicable accounting regulations.
- J. NDS, Inc. shall assure that all other program requirements are met as required by the City's RLF Plans, OCD policy memoranda, and various federal guidelines including but not limited to: The Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act 1974, Executive Order 11246, Section 3 of the Housing and Community Development Act 1968, 24 CFR Part 570, 24 CFR Part 135, National Environmental Policy Act, as amended.
- K. NDS, Inc. shall provide and maintain appropriate insurance bonding on all staff members receiving or disbursing RLF funds, at a minimum of \$250,000 per staff member for this contract.
- L. NDS, Inc. shall service all loans made from any City RLF, in accordance and compliance with this Administrative Agreement, and the RLF plan directly corresponding to each loan fund.
- M. NDS, Inc. shall employ the necessary personnel to adequately carry out the services to be provided.

## **Section 2. Consideration**

- A. NDS, Inc., for consideration of this agreement, shall be paid an amount that shall not exceed the appropriate percentage of program income as specified in the RLF Plan and further determined by the Office of Community Development.
- B. All expenses shall be specifically itemized and supported by invoices or other source documentation maintained in the RLF files. Personnel costs must be supported by detailed time sheets also kept in the RLF files.

### **Section 3. Term of Agreement**

This contract shall remain in effect for Five (5) years from the date the agreement is executed by the parties.

#### **A. Renewal**

1. Thereafter each renewal of this Agreement shall be for the term of Five (5) years and shall be reviewed, updated and approved by Ordinance of the City.
2. Each renewal of this Agreement shall be only be by written mutual agreement of the parties.

### **Section 4. RLF Board**

#### **A. The Board of Directors of NDS, Inc. shall act as the RLF Board so long as the following are observed:**

1. The committee maintains membership of individuals with a financial background or experience, such as lending or banking.
2. The committee maintains membership of individuals with demonstrated interest in activities at a community level.
3. The committee maintains membership, which represents active economic development interests, and/or other identifiable community segments.

#### **B. The RLF Board members shall serve on a voluntary basis and receive no compensation.**

#### **C. The RLF Board shall comply with all federal, state, and local regulations regarding the implementation, administration of the Revolving Loan Funds as well as the conflict of interest and such conflict of interest policies as stated in this plan and in State and Federal law.**

### **Section 5. Conditions**

#### **A. Equal Opportunity.**

NDS, Inc. agrees to comply with the following:

1. Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and the HUD regulations under 24 CFR Part 1 that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance by way of grant, loan or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of federal financial assistance extended to City of Newton Falls this assurance shall extend to any of NDS subcontractors, or in the case of any transfer of such property or structure, this

assurance is extended or for another purpose involving the provisions of similar services or benefits.

2. Title VIII of the Civil Rights Act of 1968 (P.L. 90- 284), as amended by the Housing and Community Development Acts of 1974 and 1977, and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed by or pursuant to the Regulations of the Department of HUD (24 CFR Part 570.601) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States, shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the community development funds.
4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with federal financial assistance.

B. Interest of Certain Officials

1. No member of, or Delegate to the Congress of the United States shall be admitted to any part of the agreement or to any benefit to arise there from.
2. No elected official of the City, who exercises functions or responsibilities in connection with the carrying out of the work to which this agreement would pertain, and no other officer or employee of NDS, Inc. who exercises any such functions or responsibilities shall have any private interest, direct or indirect, in the proposed agreement incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the work to which the agreement would pertain. If, in the interest of the purposes of the program it becomes advisable, prior approval must be received by the City of Newton Falls.
3. No elected official or employee of the City who exercises or has exercised any function or responsibility with respect to CDBG activities or who is in position to participate in a decision- making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or agreement for CDBG activities, or funds related to the execution of those activities, or the proceeds there under, either for themselves or those with whom they have a business or immediate family ties during their tenure or for one year thereafter. This includes any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or sub recipients which are receiving funds and to which the recipient delegates the administrative authority for maintaining the standards set forth for the CDBG and RLF programs. Specifically, it will include all NDS, Inc. executive staff, the NDS,

Inc. Board of Directors (RLF Board) and the CEO of the political subdivision involved.

4. NDS, Inc. and those in direct or indirect employ shall not have any private interest, direct or indirect in the proposed agreement, which is incompatible or in conflict with the discharge of work related to this agreement.
- C. All program income shall be administered in accordance with applicable State and Federal regulations and shall become the property of the City of Newton Falls and a part of the Revolving Loan Fund (RLF) portfolio.

## **Section 6. Records and Reports**

- A. NDS, Inc. shall submit to the City, monthly summary reports detailing the progress of each City RLF under its administration and any additional reports containing such information as the City may from time to time require.
- B. All NDS, Inc. records shall be maintained for a length of time that is in compliance with auditing requirements and the City's Record Retention Policy.
- C. The authorized representative and agent of the Department of Housing and Urban Development shall be permitted to inspect all records relevant to the agreement.
- D. No record, books, documents, whether written or computer generated, shall be subject to copyright in the United States or in any other City.
- E. The Parties shall have unrestricted authority to publish, disclose, distribute and otherwise use any reports, data or other materials prepared under this agreement, in compliance with all Federal and State confidentiality and public record statutes.
- F. All record, books, documents, whether written or computer generated, shall be public records for purposes of R.C. 149.43, unless otherwise exempted in accordance with State and Federal Law.
- G. NDS, Inc. shall have available to the City a list of all RLF personnel, approved contractor list, and any other files as may be requested.
- H. Conditions under which subordination may occur are shown in Appendix A, Subordination Policy.

## **Section 7. Covenant of Cooperation**

- A. Each party shall cooperate with and provide necessary information to the other to enable the parties, to review and determine periodically while this Agreement is in effect, each party's compliance with the terms of this Agreement.



- B. The parties shall perform all such acts and deeds as may be necessary or appropriate to effect, claim, reserve and maintain this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary documentation required in connection with the Agreement.
- C. NDS, Inc. shall, upon reasonable notice and during usual business hours, provide to the City access to and a right to examine any and all books, documents and records necessary to insure or review compliance with this agreement.

#### **Section 8. Assignment**

- A. Neither this Agreement nor any rights, duties or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party:
  - 1. Such prohibition against the assignment of this agreement is not intended to prevent either party, with the approval of the other, from entering into a subcontract with a third party to provide administration and implementation services in accordance with the terms of this agreement.

#### **Section 9. Governing Law and Severability**

- A. This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.
- B. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.
- C. The captions and headings in this Agreement are solely for convenience of reference and shall in no way defer, limit or describe the scope or intent of any provision or sections of this Agreement.

#### **Section 10. Termination**

- A. The City may terminate this agreement with 30 days written notice as the result of serious non-performance.
- B. Either party may terminate this agreement with or without cause, with a six month written notice.

#### **Section 11. Entire Agreement; Amendment**

- A. This Agreement contains the entire agreement of the parties, and it may not be effectively amended, changed, modified or altered, except by written mutual agreement of the parties. .

1. NDS, Inc. will make available requested records five calendar days after a request for review is made. In any instance in which there appears to be reasonable cause for immediate inspection of the financial records, such inspection may occur.

## **Section 12. Miscellaneous**

- A. The parties agree that in every instance that consent is required to be obtained under any section of this Agreement, it is understood that no such consent shall be unreasonably withheld.
- B. This Agreement may be executed in a number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
- C. The parties agree to use their best and reasonable efforts and to take such actions as are necessary to maintain each parties' respective eligibility for the grants referenced above.
- D. NDS, Inc. will take all actions required to assure performance of the obligations of all other contracting parties, during implementation of the grant, so as to protect the interest of the City under this agreement.
- E. The RLF Plan is part of this agreement and is attached hereto. It may be changed and enhanced by the City, as they desire, and/or as is necessary to meet any changes in Ohio regulations and State agency rules and policies that pertain to the administration, reporting on, and distributions of Revolving Loan Fund monies.

## **Section 14. Notice**

- A. Any reporting under this agreement by either party to the other shall be given or delivered to:
  1. In the case of the City to:  
  
City of Newton Falls  
612 West Broad Street  
Newton Falls, OH 44444
  2. In the case of NDS, Inc., to:  
  
Neighborhood Development Services, Inc.  
Attn: Stacy Brown, Executive Director  
120 E. Main St.  
Ravenna, Ohio 44266

**IN WITNESS WHEREOF**, the City and NDS, Inc. have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date hereinabove written.

CITY OF NEWTON FALLS

NEIGHBORHOOD  
DEVELOPMENT SERVICES, INC.

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Pamela S. Priddy, City Manager

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Stacy Brown, Executive Director

**CITY OF NEWTON FALLS**  
**REVOLVING LOAN FUND (RLF) PLAN for**  
**CDBG HOUSING RLF**

**MISSION STATEMENT:**

The City of Newton Falls Revolving Loan Fund (RLF) exists to provide financial assistance in the City of Newton Falls for the following purposes including, but not limited to, facilitating housing rehabilitation, homeownership assistance, and housing construction, primarily for the benefit of low and moderate-income persons.

**PART I - REVOLVING LOAN FUND STRUCTURE**

Section 1 Administrator

The City of Newton Falls RLFs shall be administered by Neighborhood Development Services, Inc., a private 501(c)3 nonprofit corporation (hereinafter referred to as NDS, Inc.) as per agreement with the City of Newton Falls.

Section 2 Loan Servicing

Neighborhood Development Services, Inc. will service loans made from the City of Newton Falls RLF. All recaptured funds (principal, interest, interest on account, late fees) will be retained by the fund for future housing loans and administrative expenses as specified in Section 4, Administrative Expenses.

Section 3 RLF Attorney

The attorney for the Newton Falls RLF shall be the RLF Administrator's attorney. The attorney shall be responsible to protect the City's security interest in loans made from this RLF in bankruptcy, foreclosure and other legal actions. Expenses for such services shall be paid by NDS, Inc. from its earned Administrative Fees as described in Section 4 below.

Section 4 Administrative Expenses

Specific eligible and reasonable RLF administration and loan servicing costs incurred by the RLF Administrator shall be allowable up to 20% of the annual calendar year program income (recaptured principal, loan interest, interest on account, late fees) not to exceed \$50,000. All expenses shall be specifically itemized and supported by invoices or other source documentation maintained in the RLF files. Personnel costs must be supported by detailed time sheets also kept in the RLF files.

## **PART II - RLF PROGRAM DESCRIPTION**

### Section 1 Eligible Activities

Eligible activities are only those activities eligible under Title I of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 (Final Rule, November 9, 1992), the Ohio Department of Development, Office of Community Development (OCD) Residential Rehabilitation Handbook, and various U.S. Department of Housing and Urban Development, and OCD Policy Memoranda that may be promulgated from time to time.

### Section 2 Policies

This RLF Plan and the activities enabled herein are governed by the policies as stated herein as well as those set forth by the Housing and Community Development Act of 1974, as amended; 24 CFR Part 570; the State of Ohio CDBG Administrative Plan, as amended from year to year; Policy Memoranda issued from time to time by OCD, which may be used to modify plan guidelines and/or local plans, or to further define OCD's interpretation of the Act or HUD regulations, and pertain to loans dealing with only program income.

All activities shall follow and be implemented according to all applicable rules and regulations contained in the OCD Residential Rehabilitation Handbook, OCD Policy Memoranda, US Department of HUD Memoranda, and any applicable Federal, State, and Local laws and regulations.

### Section 3 Loan Processing

The RLF Administrator will be responsible for processing all applications. While processing all loan applications, the Administrator will assure compliance with all program requirements as well as secure all necessary documentation. During processing, the administrator will establish loan terms and repayment requirements as indicated in the City of Newton Falls's CHIP Policy and Procedure Manual for housing activities. The Administrator will properly establish and execute all application materials, backup and supporting documentation, security instruments, closing papers, and compliance assurances and documentation. Security, where applicable, will be a mortgage lien with a corresponding promissory note.

### Section 4 Subordinations

See Appendix A

### Section 5 Collections

Loan delinquencies shall be processed as follows:

- 11 days late: Letter
- 30 days late: Letter
- 60 days late: Letter
- 90 days late: Letter to RLF attorney with a copy to customer. Foreclosure will proceed if a resolution is not reached within 2 weeks of the letter.

## **PART III- MISCELLANEOUS PROVISIONS**

### **Section 1 Conflict of Interest**

No member of, or Delegate of the Congress of the United States shall participate in or have any financial interest, direct or indirect in any loan or entity receiving a loan made from the RLF.

No elected official of the City, who exercises functions or responsibilities in connection with the carrying out of the work to which the RLF Plan would pertain, and no other official or employee of the City who exercises any such functions or responsibilities in connection with RLF Plan shall have any private interest, direct or indirect, in the RLF Plan which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the work to which the RLF Plan would pertain.

Those in direct or indirect employment of NDS, Inc. shall not have any private interest, direct or indirect in the RLF Plan, which is incompatible or in conflict with the discharge of work related to this RLF Plan.

### **Section 2 Reporting**

The Administrator shall aid in preparing and submitting, at a minimum, a RLF Summary Report (for each RLF required by the State) every six months, and any other reports as requested by the community from time to time. The report formats shall follow the guidelines as specified on OCD's report forms. Further, a monthly status report shall be provided to the City that shall include at least; monthly trial balance, monthly general ledger, periodic listing of loan recipients, bank statements or community fund report, bank reconciliation, and loan receivable summary.

### **Section 3 Disbursements**

Disbursements shall be made by the City of Newton Falls's Finance Department and follow the City's standard policies and procedures for disbursements.

### **Section 4 Audit**

The RLF Administrator shall be required to undergo and submit a SOC-1 and agency Audit annually to the City.

### **Section 5 Nondiscrimination Statement**

No applicant will be denied an RLF loan based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity.

### **Section 6 Amendments**

There will be occasions that require modifications to all or any of this Plan. The RLF Board shall review such changes then recommend them to the City of Newton Falls for approval. The date of the revision shall be applied to the bottom of the page changed.

## Section 7 Community Revolving Loan Fund Certification

The City of Newton Falls certifies that it will comply with all the provisions and regulations set forth by the RLF program. The City of Newton Falls Government fully understands that even though it has delegated most of the responsibility for administering this RLF as per OCD guidelines and the RLF Plan, the City of Newton Falls Government ultimately retains full responsibility for ensuring compliance with all RLF requirements.

VILLAGE OF NEWTON FALLS, OHIO  
RESOLUTION NO.: 06-2023  
SPONSOR: Councilpersons Fetterolf and Rufener

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE VILLAGE'S INSURANCE COVERAGE WITH OHIO MUNICIPAL JOINT SELF-INSURANCE POOL THROUGH ASSURED PARTNERS INSURANCE AGENCY.**

WHEREAS, the Village's insurance agency has investigated options for insurance coverage for the Village for the period from April 1, 2023 through April 1, 2024; and

WHEREAS, Assured Partners and the City Manager have determined the proposed coverages through the Ohio Municipal Joint Self-Insurance Pool provides the best coverage and service to the Village for the best price; and

WHEREAS, the provision of comprehensive insurance coverage for the Village is an expenditure that was specifically authorized and provided for in the current budget adopted by Council; and

WHEREAS, Council desires to authorize the City Manager to renew the Village's insurance coverages with the Ohio Municipal Joint Insurance Pool through Assured Partners based upon the quote that is attached hereto and incorporated herein by reference.

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

SECTION 1. That the City Manager is authorized to enter into an agreement with Assured Partners Insurance Agency for the provision of insurance coverages through the Ohio Municipal Joint Self-Insurance Pool for the period from April 1, 2023 through April 1, 2024, based upon the quote that is attached hereto and incorporated herein by reference. Said coverage shall include law enforcement, public officials, general liability, property, crime, inland marine, automobile liability, automobile physical damage, excess liability, equipment breakdown, and surplus insurance coverages, as indicated in the quote attached hereto. The premium for said coverages shall be \$155,553 based upon the Village's current property holdings and vehicle and equipment fleet. Said premium is subject to minor price modifications based upon the addition and deletion of particular properties, equipment, vehicles, and coverages from these policies, and Council authorizes the City Manager to renew the coverages and enter into any agreement related thereto with that understanding.

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



RESOLUTION NO.: 06-2023  
PAGE TWO

SECTION 3. That this Resolution shall take effect immediately upon adoption in accordance with Article III, Section 22 of the Charter of Newton Falls.

PASSED IN COUNCIL THIS 5<sup>TH</sup> DAY OF APRIL, 2023.

---

Kenneth A. Kline, Mayor

Attest:

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Michael Acomb, Clerk of Council

Approved as to Legal Form.

---

Bradric T. Bryan, Law Director

# INVOICE

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



INVOICE # **OMLNE-23/24P001**  
INVOICE DATE **03/28/23**

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 **OMJSIP**

TRANS.EFF. DATE	TRANSACTION TYPE RENEWAL	CONTRACT NUMBER OML001501400.23	EFF. DATE 04/01/23	EXP. DATE 04/01/24
04/01/23	COVERAGE DESCRIPTION			AMOUNT
	LAW ENFORCEMENT			\$ 2,338
	PUBLIC OFFICIALS			\$ 3,099
	GENERAL LIABILITY			\$ 14,759
	PROPERTY (including terrorism)			\$ 47,699
	CRIME			\$ 630
	INLAND MARINE			\$ 14,251
	AUTOMOBILE LIABILITY			\$ 3,422
	AUTOMOBILE PHYSICAL DAMAGE			\$ 4,934
	EXCESS LIABILITY			\$ 18,458
	EQUIPMENT BREAKDOWN			\$ 4,387
	SURPLUS			\$ 41,576
<b>PAYMENT DUE UPON RECEIPT</b>			<b>TOTAL</b>	\$ 155,553.00
Questions concerning this invoice ? Call 1-800-860-0090			Please return remittance copy with payment	

**\* 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.

**RETURN PAYMENT TO:**  
Ohio Municipal  
Joint Self-Insurance Pool  
P.O.Box 640254  
Cincinnati, OH 45264-0254