



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, February 4, 2026; 6:00 PM
 COUNCIL CHAMBERS
 612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Brian Kropp
Ward 2	Brian Axiotis
Ward 3	Robert Burke
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
City Manager	Jamie Vernaccini
Law Director	Jeff Limbian
Finance Director	Pamela Hileman
Clerk of Council	Michael Acomb
Police Chief	John Barco

- I. **Call to Order**
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
- IV. **Changes To Tonight's Agenda**
- V. **Special Presentations by Staff Members or Invited Consultants**
 Department Heads
- VI. **Public Comments (Agenda Items Only)**
- VII. **Reports**
 - a. Mayor
 - b. Council Members
 - c. Law Director
 - d. City Manager
- VIII. **Approval of Previous Minutes**
 Regular Meeting Minutes January 21, 2026
- IX. **Public Hearings**

ORDINANCE 2026-01 Sponsors: Axiotis, Kropp
 AN ORDINANCE AMENDING SECTION 121.03(i) OF THE CODIFIED ORDINANCES
 OF THE VILLAGE OF NEWTON FALLS PERTAINING TO SPONSORING
 LEGISLATION AND COUNCIL MEETING AGENDAS

ORDINANCE 2026-03 Sponsors: Kropp, Axiotis
 AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
 APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 AND
 AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE
 OF RESOURCES WITH THE COUNTY AUDITOR

ORDINANCE 2026-04 Sponsors: Rufener, Axiotis
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
 AGREEMENT WITH SOFTWARE SOLUTIONS FOR VIP PAYROLL SOFTWARE

X. Unfinished Business

ORDINANCE 2026-01

Sponsors: Axiotis, Kropp

AN ORDINANCE AMENDING SECTION 121.03(i) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF NEWTON FALLS PERTAINING TO SPONSORING LEGISLATION AND COUNCIL MEETING AGENDAS

ORDINANCE 2026-03

Sponsors: Kropp, Axiotis

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ORDINANCE 2026-04

Sponsors: Rufener, Axiotis

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOFTWARE SOLUTIONS FOR VIP PAYROLL SOFTWARE

XI. New Business

ORDINANCE 2026-05

Sponsors: Axiotis, Stimpert

AN EMERGENCY ORDINANCE REAPPOINTING JOHN JEFFREY LIMBIAN AS DIRECTOR OF LAW AND AUTHORIZING THE MAYOR TO ENTER INTO THE ATTACHED DIRECTOR OF LAW AGREEMENT

ORDINANCE 2026-06

Sponsors: Axiotis, Stimpert

AN EMERGENCY ORDINANCE ESTABLISHING THE RATE OF PAY FOR THE ASSISTANT LAW DIRECTOR POSITION OF THE VILLAGE OF NEWTON FALLS

ORDINANCE 2026-07

Sponsors: Axiotis, Rufener

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A POLE ATTACHMENT AGREEMENT

MOTION

Moved by: Kropp

A Motion to discuss regarding rehabilitation facilities serving the Village of Newton Falls and the surrounding area in order to better understand current resources, regulatory context, and service availability.

MOTION

Moved by: Kropp

A Motion to discuss the marijuana dispensary moratorium enacted in May of 2024 in order to better understand the current regulatory and zoning framework related to marijuana dispensaries within the Village.

XII. Public Comments

XIII. Closing Remarks

- a. Mayor
- b. Council Members
- c. Law Director
- d. City Manager

XIV. Motion to Recess into Executive Session (If Necessary)

XV. Adjournment



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
Wednesday, January 21, 2026; 6:00 PM
COUNCIL CHAMBERS
612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Brian Kropp
Ward 2	Brian Axiotis
Ward 3	Robert Burke
Ward 4	Kevin Rufener
At- Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
City Manager	Jamie Vernaccini
Law Director	Jeff Limbian
Finance Director	Pamela Hileman
Clerk of Council	Michael Acomb
Police Chief	John Barco

I. Call to Order

Mayor Hanson called the meeting to order at 6:00 pm.

II. Pledge of Allegiance / Silent Prayer

III. Roll Call

Mayor Hanson asked Mr. Acomb to call the roll.

Council Present: Councilperson Axiotis, Councilperson Kropp, Councilperson Stimpert, Councilperson Burke, Councilperson Rufener, Mayor Hanson.

Council Absent: None

Staff Present: City Manager Vernaccini, Clerk Acomb, Finance Director Hileman.

Staff Absent: Law Director Limbian

IV. Changes To Tonight's Agenda

Mr. Kropp made a motion to add a motion to engage in discussion regarding the absence of routine zoning activity and zoning enforcement reporting to Council and whether such reporting should be requested. Second by None.

Mr. Kropp made a motion to add a motion to engage in discussion regarding the future of the covered bridge in the Village, including considerations related to its long-term use, preservation, and the direction the Village may need to take moving forward. Second by Stimpert.

Mr. Kropp stated that his goal is permit discussion regarding what the Village can do with the damaged bridge to protect it.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The motion was added to New Business.

Mr. Kropp made a motion to add a motion to engage in discussion regarding a reported water usage issue involving the Village water system and Trumbull County, including alleged flushing activity, related communications, billing records, and any potential outstanding financial obligations. Second by Stimpert.

Kropp stated that he is hoping for a better and more detailed discussion. Mr.

Rufener asked if the same discussion that Cody presented and that we are waiting for responses. The City Manager stated that communications are happening an

Mr. Kropp stated that a resident provided information to him that prompted the discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The motion was added to New Business.

V. Special Presentations by Staff Members or Invited Consultants

Finance Department, Utility Department, and Electric Department

The Finance Director explained the circumstances surrounding billing errors related to electric bills. All penalties for the customers were waived. Ms. Stimpert asked for clarification regarding demand. Every customer pays the demand charges based on their usage. Residents do not pay the demand charges, only commercial and industrial customers. Mr. Axiotis stated that residents do pay a much higher price per kWh than commercial customers though. Mr. Evans stated that commercial customers only pay for what they use. Mr. Kropp thanked for the information.

VI. Public Comments (Agenda Items Only)

Julie Lemon – 609 Ridge Road

She distributed a handout to Council. She spoke in support of Ordinance 2026-01. She spoke against Resolution 01-2026 citing Section 15 of the Charter and her disagreement with addition of the new position.

Anthony Vicic – 19 N. Canal Street

He spoke against Resolution 02-2026. He stated that this resolution opens the Village risk and government overreach by Council. He spoke in support of Council Conduct, though. He asked Council to reconsider until better language can be found and Council recognizes that this is unnecessary.

VII. Reports-

- a. Mayor – Gas service uptown is moving slowly. There has been damage to computer lines that were repaired today. There is no clear timeline for completion. He urged patience.
- b. Council Members
 - i. Ward 1 – He stated that he has attended several meetings for the Village, namely the regional chamber's leadership academy. Learning has been valuable, particularly from notable guest speakers. He spoke regarding the importance of relationships in achieving funding sources. He spoke in support of the comprehensive plan and our grant writers. He has called state representatives regarding projects for the Village. He announced a Drive-In that residents can use to travel to Columbus to meet with representatives and begin to build relationships. He always spoke in support of traveling to Washington DC also for a similar purpose.
 - ii. Ward 2 – No report.
 - iii. Ward 3 – He stated that the Parks and Recreation Board has openings. He looking forward to the work.
 - iv. Ward 4 – No report.
 - v. At-Large – The Fire Board met last night and has a healthy budget. The First Street property is struggling to be sold due to EPA abatement requirements. She asked the City Manager to assist with grants. Next meeting is February 17.
- c. City Manager – She read from a prepared report. Enclosed.
 - i. Mr. Kropp asked about the water issue and asked if there is anything more the Village can do. She stated that the contract could be re-opened if

the County Engineer is amenable. Flushing is routine maintenance, maybe a lower cost could be attained. We need the law departments to discuss with each other.

VIII. Approval of Previous Minutes

Mayor Hanson asked for a motion to approve the Special Meeting Minutes January 5, 2026 and Organizational Meeting January 5, 2026. Moved by Kropp. Second by Axiotis.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The minutes were approved.

Mayor Hanson asked for a motion to approve the Regular Meeting Minutes January 7, 2026. Moved by Axiotis. Second by Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The minutes were approved.

Ms. Stimpert made a motion to approve Mr. Burke's abstention due to his absence on January 7. Second by Axiotis.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0.

IX. Public Hearings

None.

X. Unfinished Business

None.

XI. New Business

ORDINANCE 2026-01

Sponsors: Axiotis, Kropp

AN ORDINANCE AMENDING SECTION 121.03(i) OF THE CODIFIED ORDINANCES OF THE VILLAGE OF NEWTON FALLS PERTAINING TO SPONSORING LEGISLATION AND COUNCIL MEETING AGENDAS

Mayor Hanson read the ordinance by title only and asked for a motion to adopt the ordinance. Moved by Kropp. Second by Axiotis.

Mr. Axiotis spoke in support of the change regarding when the draft agenda is available to Council. This will alleviate Council having to work on the weekend when staff is not available. This will improve Council effectiveness and collaboration with staff.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance passed 5-0. First Reading.

ORDINANCE 2026-03

Sponsors: Kropp, Axiotis

AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR

Mayor Hanson read the ordinance by title only and asked for a motion to adopt the ordinance. Moved by Kropp. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The ordinance passed 5-0. First Reading.

ORDINANCE 2026-04

Sponsors: Rufener, Axiotis

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOFTWARE SOLUTIONS FOR VIP PAYROLL SOFTWARE

Mayor Hanson read the ordinance by title only and asked for a motion to adopt the ordinance. Moved by Axiotis. Second by Rufener.

Rufener spoke in support of the ordinance. He believes it will reduce the maintenance and operating costs by \$15,000 per year, after the upfront one-time cost. The Finance Department will then be able to move to cloud-based services with higher levels of security. Mr. Axiotis added that it integrates better with our current system. Ms. Stimpert stated that all staff are in the process of being trained and this component will streamline operations and improve accuracy.

Mr. Kropp asked for more details regarding the benefits. The city manager stated that this system is designed specifically for government payroll, whereas PayChex is not. She also stated that the current physical server is not safe for our data

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0.. The ordinance passed 5-0. First Reading.

RESOLUTION 01-2026

Sponsors: Kropp, Axiotis, Stimpert

A RESOLUTION ADOPTING THE JOB DESCRIPTION FOR THE POSITION OF ASSISTANT LAW DIRECTOR FOR THE VILLAGE OF NEWTON FALLS

Mayor Hanson read the resolution by title only and asked for a motion to adopt the resolution. Moved by Kropp. Second by Axiotis.

Mr. Axiotis stated that information was provided during public comments and stated that he wonders if adopting a job description constitutes a reorganization of a department. Ms. Stimpert stated belief that approving this does not create a new position. Mr. Kropp spoke in support of the resolution because the action only adopts a description for a position that may be created in the future. No monies will be expended or committed; but rather the creation of the parameters for a future position.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The resolution passed 5-0.

Mr. Kropp asked for a point of order regarding the talk from the gallery. The Mayor acknowledged the point of order.

RESOLUTION 02-2026

Sponsors: Kropp, Axiotis

A RESOLUTION ESTABLISHING STANDARDS FOR VILLAGE COUNCIL ACCESS TO MUNICIPAL FACILITIES, RESOURCES, RECORDS, AND STAFF

Mayor Hanson read the resolution by title only and asked for a motion to adopt the resolution. Moved by Kropp. Second by Axiotis.

Mr. Kropp spoke in support of Council having access to resources, staff, and facilities. He stated that the Charter is clear and this is not intended to be an over-reach. He intends to improve communication and collaboration and Council effectiveness. He spoke in support of not having to follow a chain of command to talk to department heads; but rather direct access without going through the city manager first. The Mayor stated concern about privacy. Mr. Axiotis spoke in support of much of resolution. He spoke against any redundancy in the resolution with the Charter and stated those portions as unnecessary. He stated that Council should have to follow the chain of command with regard to Village staff with

worry that the resolution could be weaponized against staff. Ms. Stimpert spoke against the resolution citing a massive over reach into administrative functions. She encouraged pure collaboration rather than legislated collaboration. Mr. Burke spoke against this resolution as a required action. He reiterated preference to engage in pure collaboration rather than legislated collaboration. Mr. Rufener spoke against legislation for the sake of legislation. He respects the reason; but is reminded that it cannot be enforced. Sections 3 through 7 are already available if you just simply ask. He spoke against the subjectivity of the resolution. He stated the resolution is unrealistic if a Councilmember decides to demand unfettered access. Mr. Kropp thanked Council and wondered if the other members read it. He spoke from his experience on past councils and reiterated belief that councilpersons should be able to have access to resources and people and it should be written, even if non-binding.

Mr. Kropp made a motion to place the resolution on the table. Second by Axiotis.

Axiotis spoke in support of the motion to table the legislation. He urged research for the proper way to encourage Council to do business. There is concern about administration working against Council.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The resolution passed 5-0.

MOTION

Discussion regarding the future of the covered bridge in the Village, including considerations related to its long-term use, preservation, and the direction the Village may need to take moving forward. Moved by Axiotis. Second by Kropp.

Mr. Kropp spoke about his appreciation for the covered bridge as the oldest in the state that allowed car and pedestrian traffic. He's upset that it has been damaged. He would like to discuss ideas regarding how to close the road and protect the bridge. He urged action and suggested closing the road. Mr. Axiotis wondered if the County would cease to maintain it if the road is closed. He suggested protective barriers of some kind to still allow vehicle use. He would like the county commissioners to be involved. Ms. Stimpert agreed with the barriers. She worries that closing it would impact emergency services. Mr. Burke declined to comment. Mr. Rufener stated the Village does not own the bridge; but it serves a huge person for life safety services. He urged the Village to do more research regarding real options. Mr. Kropp reiterated his desire to gain more information about options to protect it.

MOTION

Discussion regarding a reported water usage issue involving the Village water system and Trumbull County, including alleged flushing activity, related communications, billing records, and any potential outstanding financial obligations.

Mr. Kropp made a motion to remove the motion from the agenda. Second by Rufener.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The motion was removed.

XII. Public Comments

Mark Stimpert

He encouraged all Councilmembers to utilize the building, including the office that is available to them. He urged Council to learn about the building and the available resources. He stated that different groups should be able to use Council Chambers.

Julie Lemon – 609 Ridge Road

She spoke in support of protecting personal information of the residents. She spoke about the City of Girard filing a lawsuit against WJL. She wants to know when the Village will file suit for double payments made by the Village. The City Manager asked if she has information that claims were not paid; she stated that she did have that information and that \$660,000 was sent to WJL without claims being filed.

Patricia Benetis

She read from a prepared statement.

XIII. Closing Remarks

- a. Mayor – He commented on the bridge and his joy of it. He urged the road to not be closed. He suggested security measures to preserve it and its history.
- b. Council Members
 - i. Ward 1 – He appreciated the conversation tonight. Regarding lawsuits, he spoke against making emotional decisions and appreciates the manner in which this Council makes decisions in stewardship of the Village. He thanked the City Manager’s report regarding the zoning department and the need for monthly reports from zoning to Council. He spoke in support of Council finding ways to gain the most amount of information possible. He spoke in support of Resolution 02-2026 and urged everyone to read it fully. He believes the resolution is very clear. He stated that the bridge is a national historic landmark. He called for visionary leadership.
 - ii. Ward 2 – He stated his reasons for running for office was due to the actions of the prior city manager and an alleged lack of ethics. The Ohio Ethics Commission ruled that a violation did occur. He stated the WJL is no longer in operation. He stated that WJL was an LLC and can be held liable. Council did discuss concerns about the required payment given that WJL didn’t make payments. He stated that litigation in this matter will be extremely expensive with the possibility of no reward. He does not support litigation; but will reconsider if residents feel strongly otherwise. He would like to have a monthly report from zoning similar to month-end finance reports to be emailed to Council.
 - iii. Ward 3 – He spoke about the sidewalks, and he urged all residents to clear their walks. He urged for deadline for late legislation.
 - iv. Ward 4 - no remarks.
 - v. At-Large – no remarks.
- c. City Manager – She stated that the kickoff meeting for the comprehensive plan has been held. 10-12 community members will be asked to join.

XIV. Motion to Recess into Executive Session (If Necessary)

XV. Adjournment

Mr. Axiotis made a motion to adjourn the regular meeting. Second by Ms. Stimpert.

No discussion.

Roll Call Vote: Mr. Axiotis-yes; Mr. Kropp-yes; Mr. Burke-yes; Mr. Rufener-yes; Ms. Stimpert-yes. The motion passed 5-0. The meeting was adjourned at 7:56 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

DRAFT

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-01
SPONSOR: Councilpersons Axiotis, Kropp

**AN ORDINANCE AMENDING SECTION 121.03(i) OF THE CODIFIED ORDINANCES OF
THE VILLAGE OF NEWTON FALLS PERTAINING TO SPONSORING LEGISLATION AND
COUNCIL MEETING AGENDAS**

WHEREAS, Council desires to clarify and formalize procedures related to the sponsorship of legislation, submission deadlines, and preparation of Council meeting agendas; and

WHEREAS, Section 121.03(i) of the Codified Ordinances of the Village of Newton Falls governs rules of conduct and procedure regarding sponsoring legislation; and

WHEREAS, Council finds it necessary to amend said section to ensure consistency, transparency, and orderly legislative process in compliance with Ohio law;

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

SECTION 1. That Section 121.03(i), titled “*Sponsoring Legislation*,” of the Codified Ordinances of the Village of Newton Falls is hereby amended in its entirety to read as set forth in Exhibit “A”, attached hereto and incorporated herein by reference.

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 that all deliberations of this Council or any of its committees that resulted in such formal action were conducted in meetings open to the public in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance shall take effect and be in force at the earliest date permitted by law.

PASSED IN COUNCIL THIS ____ DAY OF _____, 2026.

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

APPROVED AS TO LEGAL FORM:

Jeff Limbian, Law Director

121.03 RULES OF CONDUCT AND PROCEDURE.

(i) Sponsoring Legislation.

(1) Normally, the Council member sponsoring a particular piece of legislation will be afforded the first opportunities to discuss it after the required motion bringing it to the floor has been made and seconded. All proposed legislation must be presented to the City Clerk by not later than 3:00 p.m. on the Monday prior to the Wednesday immediately preceding the Council meeting at which the legislation is to be presented. Members of Council shall receive a draft of the prepared agenda and such documentation on the Wednesday immediately preceding each Council meeting. For additions to the prepared agenda see Codified Ordinance Section 121.02. The final prepared agenda and such documentation will be made available to the public in accordance with Section 121.02.

(2) Any addition to the prepared agenda governing the meeting shall be approved by a majority vote of Council members present, before it can be added to the agenda.

(3) All Ordinances, Resolutions and Motions proposed by the City Council shall be in written form.

(4) All written submissions shall name the presenting party as "Sponsor" of the legislation and shall be so identified by the Clerk of Council on the agenda.

(5) ~~The naming of a Sponsor does not restrict the addition of Co-Sponsors at any time before passage of the legislation. All written submissions shall be compliant with Charter Article III. Section 10. Procedure of Council.~~

(6) All written submissions without inherent time documentation shall be marked with time of submission by the Clerk of Council.

(7) All submitted legislation shall be placed on the agenda in the chronological order received.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-03
SPONSOR: Councilpersons Kropp, Axiotis

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 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 2026 Appropriations and transfers of items already appropriated for the Year 2026 are desired and required; and

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

WHEREAS, the appropriation amendments authorizes 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 2026. 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 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 4. That this Ordinance shall be effective as of the earliest date permitted by law.

ORDINANCE NO. 2026-03
PAGE TWO

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

**Exhibit A: 2026
Appropriation Amendment
#1**

		2026 Current Appropriations	2026 Proposed Appropriations	Difference
100	Law			
	Other Operations	80,000.00	(63,026.00)	16,974.00
	Total	80,000.00	(63,026.00)	16,974.00
100	Law			
	Personnel Services	90,000.00	63,026.00	153,026.00
	Total	90,000.00	63,026.00	153,026.00

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2026-04

SPONSOR: Councilpersons Rufener, Axiotis

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH SOFTWARE SOLUTIONS FOR VIP PAYROLL
SOFTWARE**

WHEREAS, the City of Newton Falls Finance Department needs a more cost-effective way to process the Village employees' payroll; and

WHEREAS, the Finance Director and the City Manager have received and reviewed proposals for the VIP Software and have determined that Software Solutions has provided a more cost-effective way to process payroll services; and

WHEREAS, pursuant to Ohio Revised Code Section 9.17, formal advertisement and bidding are not required as the purchase is less than \$75,000; and

WHEREAS, the Village Council desires to authorize the City Manager to enter into an agreement with Software Solutions in the amount of \$26,000 to complete the purchase, installation, and training of the VIP Software; and

WHEREAS, Council has approved these expenditures in the Village's 2026 Budget.

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

SECTION 1. That Council hereby and herein authorizes the City Manager to enter into an agreement with Software Solutions in the amount of \$26,000.00 to complete the VIP Payroll conversion.

SECTION 2. That all formal action of this Council concerning and relating to the adoption of this Ordinance was 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.

ORDINANCE NO. 2026-04
PAGE TWO

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

APPROVED AS TO LEGAL FORM:

Jeff Limbian, Law Director



Newton Falls - VIP Payroll

Quote

Prepared For:

Newton Falls, City of

Pam Hileman
612 W. Broad Street
Newton Falls, OH 44444

P: (330) 872-0806

E: Asstfinancedir@newtonfallsoh.gov

Prepared by:

Software Solutions

Brandon Easterling
8534 Yankee Street, Suite 2B
Dayton, OH 45458

P: 800.686.9578

E: beasterling@mysoftwaresolutions.com

Date Issued:

01.07.2026

Expires:

01.31.2026

Software & Implementation	Price	Qty	Ext. Price
VIP Payroll			
VIP Payroll Suite License	\$11,000.00	1	\$11,000.00
VIP Payroll Configuration & Implementation Services Data conversion includes current year, plus up to 2 years of history from Paychex. Includes implementation, training, and project management.	\$10,500.00	1	\$10,500.00
Post Live Training	\$1,500.00	1	\$1,500.00
VIP Payroll Subtotal			\$23,000.00
VIP EMPLOYEE PORTAL			
VIP Employee Portal Configuration & Implementation Services Employee Self Service - Paystubs, W2's, Announcements Time-Off Requests Time Entry	\$3,000.00	1	\$3,000.00
Subtotal VIP Employee Portal			\$3,000.00
Subtotal:			\$26,000.00

Quote Summary	Amount
Software & Implementation	\$26,000.00
Total:	\$26,000.00



Additional Terms

Payment Terms:

10% down is required at time of the signing (non-refundable).
60% due when sandbox is delivered.
30% due on Go Live scheduled date.

Annual Fees:

The purchase of VIP Payroll & Employee Portal will add \$15,200 annually to the existing Software Assurance fees and begin when provided access to the VIP Sandbox.

VIP Payroll:

The VIP software utilizes blank stock printing for W2s and 1099s and emailing paystubs are included with the application.

Data Conversion & Implementation:

Data must be provided to Software Solutions in an acceptable format and must conform to the Visual Intelligence Portfolio Generic Import Definitions document, available at the city's request. The scope of conversion is defined below. Additional years of conversion can be added for \$1,500 per year per module. As part of this process the city is agreeing to give Software Solutions permissions to obtain your legacy data, put it on Software Solutions Inc. network, transform it into the VIP format, and return this data back to customer for the sandbox and the live conversion.

The **live database** will include the following data:

- Payroll – current year plus 2 years of historical data from Paychex

Special Conversion Notes:

- We will require reports from the legacy system in order to validate the conversion.
- The conversion will consist of a test conversion and a live conversion.
- All data must be provided to Software Solutions by the city/ vendor in a format that conforms to our Visual Intelligence Portfolio Generic Import Definitions documentation.
- Data conversion services per application must be completed from a single source. As proposed, multiple data sources can not be combined into a single database.
- The conversion team will verify that the current year information matches the legacy reports provided for the original live conversion.

To proceed with this order, please return signed quote with purchase order number to beasterling@mysoftwaresolutions.com

Acceptance

Printed Name: _____

Signature: _____

Title: _____

Purchase Date: _____

Purchase Order Number: _____



Benefits of Adopting the In-House VIP Payroll System for the City of Newton Falls

Key benefits include:

- **Full Blown Integration:** Payroll will be fully integrated with the accounting system, automatically updating as payroll is processed. This reduces the risk of manual entry errors and strengthens security from both a bank reconciliation and audit perspective.
- **Ohio Based Company:** Being an Ohio based company, the system is built to handle the complex Ohio Payroll functions such as OPERS, pension reporting, deductions, accrual tables, etc.
- **SSI only works with local governments:** Most third-party payroll systems were originally built for private-sector businesses and later adapted for the public sector. Public-sector payroll is far more complex, which often leads to issues with Ohio-specific requirements such as OPERS reporting, pension tracking, accrual balances, and deductions.
- **No more manual tracking/ creating pension reports:** The system will produce and create pension reports for you. Due to SSI only working with local government this is a feature already baked into the system.
- **More Robust Workflow:** Instead of only a one step approval workflow for time entry and time off request, the city can have as many steps within as many different workflows as they chose.
- **Digital Time Management:** Time-off requests and scheduling are handled digitally, with approval workflows for both time entry and leave requests.
- **Employee Self-Service:** Staff have 24/7 access to paystubs, W-2s, and accrual balances.
- **Audit Support:** State auditors can be granted secure read-only access to reports with a built-in audit file to provide primary Payroll information at the click of a button

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-05
SPONSORS: Councilpersons: Axiotis, Stimpert

**AN EMERGENCY ORDINANCE REAPPOINTING JOHN JEFFREY LIMBIAN AS
DIRECTOR OF LAW AND AUTHORIZING THE MAYOR TO ENTER INTO THE
ATTACHED DIRECTOR OF LAW AGREEMENT**

WHEREAS, John Jeffrey Limbian was hired as the Newton Falls Director of Law, effective date being the 1st day of February, 2024, pursuant to an Agreement that was authorized by Council and executed by the City Manager in accordance with Ordinance No. 2024-05; and

WHEREAS, Council has viewed his performance during that period and wishes to have Attorney Limbian continue on as Director of Law and Prosecutor; and

WHEREAS, Attorney Limbian, indicates there is a substantial influx of demands upon the Department of Law, requiring an amended agreement to be made, including an assistant to help fulfill all responsibilities of the Department of Law; and

WHEREAS, historically, the Director of Law has been allowed to hire another attorney to serve as prosecutor for the Village;

WHEREAS, Attorney Limbian has forgone having a prosecutor and has been handling the administrative and prosecutorial positions by himself; and

WHEREAS, Council agrees with Attorney Limbian's assessment that an amended agreement is needed; and

WHEREAS, Attorney Limbian has elected to maintain the Prosecutor role as part of the amended Director of Law Agreement;

WHEREAS, Council passed Resolution 01-2026 on the 21st day of January, 2026, creating the job description for an Assistant Law Director position as part of these Director of Law Agreement negotiations; and

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

SECTION 1. That Council hereby reappoints John Jeffrey Limbian as the Director of Law effective the 5th day of February, 2026 and authorizes the Mayor to enter into the attached Director of Law Agreement. (Exhibit A).

ORDINANCE 2026-05
PAGE TWO

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

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

SECTION 4. The Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the citizens of the Village of Newton Falls to ensure the Departments of the Village of Newton Falls and Council are receiving sufficient access to legal advice as necessary.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

AMENDED DIRECTOR OF LAW AGREEMENT

This amended Agreement is entered into this 5th day of February 2026, by and between the Village of Newton Falls, Ohio (“Newton Falls”), an Ohio municipal corporation, and John Jeffrey Limbian (“Attorney”), an attorney licensed to practice law in the State of Ohio, collectively referred to as “Parties”.

The effective date of this amended agreement shall be the 5th day of February 2026. This amendment was authorized by Council and executed by Mayor Hanson in accordance with Ordinance 2026-05. The Parties enter into this written agreement for Attorney to serve as the Director of Law and Prosecutor under the supervision of the City Manager in accordance with the provisions of the Newton Falls Charter and the following terms and conditions.

1. Scope of Work and Compensation

Attorney Limbian will serve as Director of Law and Municipal Prosecutor. Attorney is authorized to hire a part-time Assistant Law Director, who shall have the duties set forth in the *Assistant Law Director Job Description* passed by *Resolution 01-2026* on the 21st day of January 2026. Attorney Limbian shall have supervision over the Assistant Law Director and fill any responsibilities of the Department pursuant to Charter not specifically enumerated to the Assistant Law Director. Attorney Limbian shall preside over all litigation matters not assigned to the Assistant Law Director or authorized by Council for retained outside counsel.

As compensation for undertaking this role, Attorney Limbian shall be paid a salary of \$70,000 per year. Attorney Limbian is a part time employee and therefore shall be included in the Ohio Public Employes Retirement System. Attorney Limbian shall not be entitled to any other employee benefits except as specified herein. Attorney Limbian shall cover his own expenses in the performance of his duties with exception of filing fees, fees related to discovery, expert fees, and various clerical and administrative fees normally absorbed by the Village of Newton Falls.

2. Term and Termination.

This agreement shall be effective as of the 5th day of February 2026. This appointment as Director of Law and Municipal Prosecutor is subject to termination by either party with the provision of thirty (30) days’ written notice to the other party.

This constitutes the full and complete agreement between the Parties.

John Jeffrey Limbian

Attorney

David Hanson, Mayor

Village of Newton Falls

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-06
SPONSORS: Councilpersons: Axiotis, Stimpert

**AN EMERGENCY ORDINANCE ESTABLISHING THE RATE OF PAY FOR THE
ASSISTANT LAW DIRECTOR POSITION OF THE VILLAGE OF NEWTON FALLS**

WHEREAS, the Council of the Village of Newton Falls approved the 2026 Budget without setting an annual salary of the Assistant Law Director of the Village of Newton Falls, Ohio;

WHEREAS, the Council of the Village of Newton Falls wishes to authorize a salary effective February 5, 2026.

WHEREAS, Council passed Resolution 01-2026 on the 21st day of January, 2026, creating the job description for an Assistant Law Director position as part of these Director of Law Agreement negotiations; and

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

SECTION 1. That Council hereby establishes the Assistant Law Director salary effective the 5th day of February, 2026 attached Schedule A as Exhibit A.

SECTION 2. The Council of the Village of Newton Falls hereby approves adding the Assistant Law Director of the Village of Newton Falls to the wages in Exhibit A for documentation and consistency of any future cost of living or general pay raises approved for City of Newton Falls Employees. See attached Schedule A

SECTION 3. The City Manager shall utilize this salary as a basis for newly hired assistant law directors in the future, as shown in Schedule A.

SECTION 4. The Council of the Village of Newton Falls hereby declares any and all ordinances in conflict with this ordinance to be void and rescinded.

SECTION 5. That all formal actions of the Village Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Village Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including 121.22 of the Ohio Revised Code.

SECTION 6. That this Ordinance shall be effective as of the earliest date permitted by law.

ORDINANCE 2026-06

PAGE TWO

SECTION 7. The Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare of the citizens of the Village of Newton Falls to ensure the Departments of the Village of Newton Falls and Council receive sufficient access to legal advice as necessary.

PASSED IN COUNCIL THIS _____ DAY OF _____, 2026.

David Hanson, Mayor

Attest:

Michael Acomb, Clerk of Council

Approved as to Legal Form.

Jeff Limbian, Law Director

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 6	A	B	C	D	E	Range 7	A	B	C	D	E
1/1/2013	14.44	14.81	15.14	15.52	15.95	1/1/2013	14.85	15.14	15.52	15.95	16.38
5/1/2017	14.58	14.96	15.29	15.68	16.11	5/1/2017	15.00	15.29	15.68	16.11	16.54
4/8/2018	14.80	15.18	15.52	15.91	16.35	4/8/2018	15.22	15.52	15.91	16.35	16.79
2/1/2019	14.95	15.33	15.68	16.07	16.51	2/1/2019	15.38	15.68	16.07	16.51	16.96
2/9/2020	15.10	15.49	15.83	16.23	16.68	2/9/2020	15.53	15.83	16.23	16.68	17.13
1/1/2021	15.55	15.95	16.31	16.72	17.18	1/1/2021	16.00	16.31	16.72	17.18	17.64
3/16/2025	15.96	16.37	16.73	17.15	17.63	3/16/2025	16.41	16.73	17.15	17.63	18.10

Range 8	A	B	C	D	E	Range 9	A	B	C	D	E
1/1/2013	15.21	15.52	15.95	16.38	16.83	1/1/2013	15.50	15.94	16.39	16.85	17.36
5/1/2017	15.36	15.68	16.11	16.54	17.00	5/1/2017	15.66	16.10	16.55	17.02	17.53
4/8/2018	15.59	15.91	16.35	16.79	17.25	4/8/2018	15.89	16.34	16.80	17.27	17.80
2/1/2019	15.75	16.07	16.51	16.96	17.43	2/1/2019	16.05	16.50	16.97	17.45	17.97
2/9/2020	15.91	16.23	16.68	17.13	17.60	2/9/2020	16.21	16.67	17.14	17.62	18.15
1/1/2021	16.38	16.72	17.18	17.64	18.13	1/1/2021	16.70	17.17	17.65	18.15	18.70
3/16/2025	16.81	17.15	17.63	18.10	18.60	3/16/2025	17.13	17.62	18.11	18.62	19.19

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 10	A	B	C	D	E	Range 11	A	B	C	D	E
1/1/2013	15.95	16.38	16.83	17.33	17.81	1/1/2013	16.38	16.83	17.33	17.81	18.35
5/1/2017	16.11	16.54	17.00	17.50	17.99	5/1/2017	16.54	17.00	17.50	17.99	18.53
4/8/2018	16.35	16.79	17.25	17.77	18.26	4/8/2018	16.79	17.25	17.77	18.26	18.81
2/1/2019	16.51	16.96	17.43	17.94	18.44	2/1/2019	16.96	17.43	17.94	18.44	19.00
2/9/2020	16.68	17.13	17.60	18.12	18.62	2/9/2020	17.13	17.60	18.12	18.62	19.19
1/1/2021	17.18	17.64	18.13	18.67	19.18	1/1/2021	17.64	18.13	18.67	19.18	19.77
3/16/2025	17.63	18.10	18.60	19.15	19.68	3/16/2025	18.10	18.60	19.15	19.68	20.28

Range 12	A	B	C	D	E	Range 13	A	B	C	D	E
1/1/2013	16.83	17.33	17.81	18.35	18.89	1/1/2013	17.33	17.81	18.35	18.89	19.47
5/1/2017	17.00	17.50	17.99	18.53	19.08	5/1/2017	17.50	17.99	18.53	19.08	19.66
4/8/2018	17.25	17.77	18.26	18.81	19.37	4/8/2018	17.77	18.26	18.81	19.37	19.96
2/1/2019	17.43	17.94	18.44	19.00	19.56	2/1/2019	17.94	18.44	19.00	19.56	20.16
2/9/2020	17.60	18.12	18.62	19.19	19.75	2/9/2020	18.12	18.62	19.19	19.75	20.36
1/1/2021	18.13	18.67	19.18	19.77	20.35	1/1/2021	18.67	19.18	19.77	20.35	20.97
3/16/2025	18.60	19.15	19.68	20.28	20.88	3/16/2025	19.15	19.68	20.28	20.88	21.52

City of Newton Falls
Schedule A - Hourly Pay Rates

1/1/2024			
Crew Chief	Negotiated Wage	22.36 to 29.00	\$29.00
	Includes longevity pay at time of appointment		
3/16/2025			\$29.75

1/1/2024			
Asst. Finance Director	Negotiated Wage	28.00 to 31.00	\$31.00
	Includes longevity pay at time of appointment		
3/16/2025			\$31.81

**City of Newton Falls
Schedule A - Hourly Pay Rates**

Water & Wastewater License Pay Rates

Class 1 EPA License \$.30/hr
Class 2 EPA License \$.60/hr
Class 3 EPA License \$1.00/hr
Class 4 EPA License \$2.10/hr

Backflow Testing Certification \$.30/hr - (Water Distribution Employees)
BUSTR Class A Operator \$.30/hr - This is for the Diesel UST @ WWTP (Wastewater Employee)

Electric Department

Journeyman Lineman Card \$1.00/hr

All Utility Departments

CDL License \$.25/hr

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 14	A	B	C	D	E	Range 15	A	B	C	D	E
1/1/2013	17.81	18.35	18.89	19.49	20.09	1/1/2013	18.35	18.89	19.49	20.09	20.76
5/1/2017	17.99	18.53	19.08	19.68	20.29	5/1/2017	18.53	19.08	19.68	20.29	20.97
4/8/2018	18.26	18.81	19.37	19.98	20.60	4/8/2018	18.81	19.37	19.98	20.60	21.28
2/1/2019	18.44	19.00	19.56	20.18	20.80	2/1/2019	19.00	19.56	20.18	20.80	21.49
2/9/2020	18.62	19.19	19.75	20.38	21.01	2/9/2020	19.19	19.75	20.38	21.01	21.71
1/1/2021	19.18	19.77	20.35	20.99	21.64	1/1/2021	19.77	20.35	20.99	21.64	22.36
3/16/2025	19.68	20.28	20.88	21.54	22.20	3/16/2025	20.28	20.88	21.54	22.20	22.94

Range 16	A	B	C	D	E	Range 17	A	B	C	D	E
1/1/2013	18.89	19.49	20.09	20.76	21.38	1/1/2013	19.49	20.09	20.76	21.38	22.09
5/1/2017	19.08	19.68	20.29	20.97	21.59	5/1/2017	19.68	20.29	20.97	21.59	22.31
4/8/2018	19.37	19.98	20.60	21.28	21.92	4/8/2018	19.98	20.60	21.28	21.92	22.65
2/1/2019	19.56	20.18	20.80	21.49	22.14	2/1/2019	20.18	20.80	21.49	22.14	22.87
2/9/2020	19.75	20.38	21.01	21.71	22.36	2/9/2020	20.38	21.01	21.71	22.36	23.10
1/1/2021	20.35	20.99	21.64	22.36	23.03	1/1/2021	20.99	21.64	22.36	23.03	23.79
3/16/2025	20.88	21.54	22.20	22.94	23.63	3/16/2025	21.54	22.20	22.94	23.63	24.41

City of Newton Falls
Schedule A - Hourly Pay Rates

Range 18	A	B	C	D	E	Range 19	A	B	C	D	E
1/1/2013	20.09	20.76	21.38	21.98	22.84	1/1/2013	20.76	21.26	22.09	22.84	23.60
5/1/2017	20.29	20.97	21.59	22.20	23.07	5/1/2017	20.97	21.47	22.31	23.07	23.84
4/8/2018	20.60	21.28	21.92	22.53	23.41	4/8/2018	21.28	21.79	22.65	23.41	24.19
2/1/2019	20.80	21.49	22.14	22.76	23.65	2/1/2019	21.49	22.01	22.87	23.65	24.44
2/9/2020	21.01	21.71	22.36	22.99	23.89	2/9/2020	21.71	22.23	23.10	23.89	24.68
1/1/2021	21.64	22.36	23.03	23.68	24.60	1/1/2021	22.36	22.90	23.79	24.60	25.42
3/16/2025	22.20	22.94	23.63	24.29	25.24	3/16/2025	22.94	23.50	24.41	25.24	26.08

Range 20	A	B	C	D	E	Range 21	A	B	C	D	E
1/1/2013	21.38	22.09	22.84	23.60	24.41	1/1/2013					
5/1/2017	21.59	22.31	23.07	23.84	24.65	5/1/2017	0.01	0.01	0.01	0.01	0.01
4/8/2018	21.92	22.65	23.41	24.19	25.02	4/8/2018	0.01	0.01	0.01	0.01	0.01
2/1/2019	22.14	22.87	23.65	24.44	25.27	2/1/2019	0.01	0.01	0.01	0.01	0.01
2/9/2020	22.36	23.10	23.89	24.68	25.53	2/9/2020	0.01	0.01	0.01	0.01	0.01
1/1/2021	23.03	23.79	24.60	25.42	26.29	1/1/2021	0.01	0.01	0.01	0.01	0.01
3/16/2025	23.63	24.41	25.24	26.08	26.98	1/1/2023	25.65	26.38	27.14	27.92	31.00
						3/16/2025	26.32	27.07	27.85	28.65	31.81

City of Newton Falls
Schedule A - Hourly Pay Rates

5/11/2025 Utility Superintendents & Department Heads

Rate x 2080 hours annually

Longevity added to rate at time of appointment

	A	B	C	D	E
	Start	3 month	6 month	9 month	12 month
5/11/2025	36.60	37.67	38.74	39.81	40.87

City of Newton Falls
Schedule A - Assistant Law Director Salary

2/5/2026 \$70,200

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-07
SPONSOR: Councilpersons Axiotis, Rufener

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A POLE
ATTACHMENT AGREEMENT**

WHEREAS, the Village of Newton Falls is willing to permit Cable and/or Phone Companies, to place and maintain aerial cables, wires and associated appliances to certain poles owned by the Village of Newton Falls; and

WHEREAS Cable and/or Phone Companies agree to pay the Village of Newton Falls an annual attachment charge for each pole owned by the Village of Newton Falls to which they make attachments.

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

SECTION 1: The City Manager is hereby authorized to enter into a pole attachment agreement with cable and/or phone companies. Said agreement marked "Exhibit A" attached hereto and made a part hereof as if fully rewritten herein.

SECTION 2. That all formal action of this Council concerning and relating to the adoption of this Ordinance was 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 _____, 2026.

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

APPROVED AS TO LEGAL FORM:

Jeff Limbian, Law Director

POLE ATTACHMENT AGREEMENT

BETWEEN

The City of Newton Falls

AND

[LICENSEE]

_____, 2026

Pole Attachment Agreement
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POLE ATTACHMENT AGREEMENT

BETWEEN

The City of Newton Falls

AND

[COMPANY]

THIS POLE ATTACHMENT AGREEMENT (“Agreement”), entered on this _____ day of _____, 2026 by and between The City of Newton Falls, a municipal corporation organized and existing under the laws of the State of Ohio, having its principal office located at; 612 W. Broad St. (hereinafter “Municipality”) and [LICENSEE], a _____ organized and existing under the laws of the State of Ohio, (hereinafter “Licensee”), sometimes referred to collectively as the Parties or individually as “Party”;

WHEREAS, Licensee furnishes communications services, and desires to place and maintain all facilities, including but not limited to aerial cables, antennas, transceivers, amplifiers, equipment, wires, and associated hardware, installed by Licensee, (hereinafter cumulatively referred to as “Facilities”) on Poles, as hereinafter defined, throughout the areas now or hereafter served by Municipality’s electric system; and

WHEREAS, Municipality is willing to permit, subject to the terms and conditions set forth herein, attachment of Licensee’s Facilities to its poles, where Municipality has the right to grant such attachments and where such use will not interfere with Municipality’s own primary core utility service requirements, or the existing attachments of others authorized to use the poles of Municipality, provided, however, Municipality shall not discriminate against Licensee in the event Municipality provides communications services to the public generally competitive to those provided by Licensee.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I
SCOPE OF AGREEMENT

1.1 Service Area.

This Agreement shall be in effect in all areas where Municipality provides electric utility service in Newton Falls, Trumbull, Ohio and shall apply to all electric utility poles solely owned or controlled by Municipality (hereinafter “Poles”).

1.2 Authorization.

Subject to the provisions of this Agreement, Municipality grants to Licensee and Licensee accepts from Municipality a non-exclusive license to occupy, place and maintain its Facilities on Poles including the use of drop/service Poles. No use of Poles, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership of property rights in such poles or related easements. Licensee’s rights herein shall remain a mere license.

1.3 Assignment.

Licensee may not assign its rights under this Agreement to any other entity without Municipality’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign its rights under this Agreement to an entity acquiring fifty-one percent (51%) or more of Licensee’s stock or assets or any subsidiary or affiliated company in which Licensee holds a ten percent (10%) or greater interest or an entity controlling or under common control with Licensee without obtaining Municipality’s consent. Municipality shall notify Licensee within thirty (30) days in the event it assigns its rights under this Agreement or if it transfers ownership of any or all of its poles to another entity.

1.4 Facility Removal.

Upon termination of this Agreement for any reason, and subject to the provisions of applicable law, Licensee, at the request of Municipality, shall remove at Licensee’s expense, all Facilities from Poles in a reasonable time of not less than six (6) months and not more than two (2) years as determined by Municipality. In the event Licensee fails to remove all Facilities within

the time specified, Municipality may remove the Facilities at Licensee's expense. Municipality shall incur no liability as a result of such action, except to the extent caused by the gross negligence or the willful misconduct of Municipality (nothing in this Agreement shall be construed to require Municipality to store or salvage all or any part of the facilities.

1.5 Authorizations Required.

Licensee shall secure all authorizations, franchises, licenses, permits, easements and consents required for the construction, operation and maintenance of the Facilities. If any authorizations, franchises, licenses, permits, easements or consents obtained by Licensee are subsequently revoked or denied for any reason, Licensee shall retain the right to pursue all available legal, regulatory, or equitable remedies in all state and federal courts or administrative agencies before Municipality may revoke Licensee's permission to attach to Poles.

1.6 Term.

This Agreement shall become effective upon its execution (the "Effective Date") and shall continue in effect until terminated hereunder. At any time on or after three (3) years following the Effective Date, either party may, for its convenience, give notice to the other party of its intent to terminate this Agreement (a "Termination Notice"). In such an event, this Agreement shall terminate upon the later of (a) the termination date specified in the Termination Notice, if any, or (b) the date that is two (2) years after the date of the Termination Notice. In the event that this Agreement has terminated, the contract terms and conditions, including the applicable rates, shall continue as stated herein for a period of six (6) months, or for such period as agreed by the parties in writing, so long as the parties conduct good faith negotiations to renew the Agreement.

ARTICLE II **PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS**

2.1 Permit Application Confidentiality.

Before making attachment to any pole or poles of Municipality, Licensee shall submit a permit application (see Schedule A) and receive from Municipality a permit for such attachment. Notwithstanding the foregoing, a permit application shall not be required for Licensee to perform overloading; provided Licensee shall provide Municipality with ten (10) days advance notice of any

overlapping including details of the same. In addition, Licensee shall not be required to file a permit application before making attachment to drop poles subject to the requirements stated in Section 2.8 below. All materials submitted by Licensee in connection with pole permit applications are to be handled and reviewed only by employees or officials responsible for the coordination and administration of joint-use requests or their supervisors or other officials. Such materials may be of a confidential, proprietary, and commercially sensitive nature if so marked and shall not be disclosed by Municipality or its employees for any reason to process and administer Licensee's pole permit application request except as required by law. Municipality shall make additional copies of Licensee's permit application materials only as necessary for administration of this Agreement or as required by law.

2.2 Make-ready Survey.

When Municipality receives an application for attachment or notice for overlapping, a make-ready survey shall be performed at Licensee's expense to determine the adequacy of the existing poles and anchors to accommodate Licensee's Facilities. Municipality may perform the field inspection portion of the make-ready survey and Licensee may be present if desired.

2.3 Grant or Denial of Access.

Except as otherwise provided by law, Municipality reserves the right to deny Licensee access to any pole, on a non-discriminatory basis, where there is insufficient capacity on or in Poles or for reasons of safety, reliability or generally applicable engineering standards, provided that before Municipality denies access based on insufficient capacity, Municipality shall explore potential accommodations in good faith and take reasonable steps to accommodate Licensee's request for access, it being understood that the cost of all actions taken by Municipality to increase capacity for Licensee's use shall be at Licensee's expense. In addition, Municipality shall not arbitrarily deny or condition Licensee's permit application based upon Licensee's status as a provider of cable service, broadband cable communications services or other lawful communications services. Municipality shall either grant or deny access to its facilities in accordance with the timeline set forth in 47 C.F.R. § 1.1420. If access is not granted by Municipality within the applicable time frame described above, Municipality must confirm the denial of access in writing within that same applicable time frame. Municipality's denial shall be specific and shall include relevant information supporting its denial. If

Municipality fails to meet these time periods, Licensee may remind Municipality in writing of that fact. If Municipality does not grant or deny the application within fifteen (15) business days after such reminder, Municipality's failure to act shall be construed as a grant of access.

2.4 Make-ready.

(A) Whenever any pole to which Licensee seeks attachment or occupancy can and must be modified or replaced solely to accommodate Licensee's Facilities, Municipality will provide Licensee with a detailed estimate of make-ready work it believes to be necessary to prepare the pole for Licensee's Facilities; such estimate shall include an estimate of the time that will be needed to complete the work. Municipality will provide Licensee with such estimate in accordance with the timeline set forth in 47 C.F.R. § 1.1420. After receiving this estimate, if Licensee still desires to make the attachments, Licensee shall notify Municipality within fourteen (14) days of receiving such estimate of such continuing desire to attach or occupy, and shall pay to Municipality any required advance payment for the reasonable and actual cost of such make-ready work, which may include engineering, materials (including poles and associated hardware), cost of removal (less any salvage value), and the expense of transferring Municipality's facilities, as well as the attachments of other preexisting occupants, from the old to the new poles if required solely to accommodate Licensee's Facilities. Where the advance payment of estimated expenses made to Municipality by Licensee for both non-replacement make-ready and replacements is less than the reasonable and actual cost of work described above, Licensee agrees to pay Municipality the amount in excess of the amount of the advance payment. Where the advance payment of estimated expenses made to Municipality by Licensee exceeds such reasonable and actual costs, Municipality agrees to refund the difference to Licensee. Municipality shall promptly commence the requested make-ready and pole replacement work, and shall complete all requested make-ready and pole replacement work within the time period specified in 47 C.F.R. § 1.1420. Licensee shall not be responsible for any make ready costs required to cure pre-existing violations of the NESC or other applicable requirements.

(B) Notwithstanding the above, at its option, and with the consent of Municipality, Licensee may choose a contractor, which meets industry standard qualifications and criteria, to perform make-ready work on its behalf. Municipality's consent shall not be unreasonably withheld, conditioned, or delayed. In secured areas where safety or system reliability concerns are an issue, Municipality may require an escort to supervise the work of Licensee's agents. Municipality shall

also retain the right to perform post-installation inspections, at Licensee's expense, to ensure Licensee's agents' work meets Municipality's standards.

(C) Municipality shall be responsible for notifying other parties with existing attachments or occupancy and coordinating the make-ready work necessary in order to accommodate Licensee's attachments.

2.5 Multiple Applications.

Unless otherwise required by applicable laws or contracts with third parties in existence prior to January 1, 2026, when applications to occupy the same pole have been received from two or more prospective occupants, including Licensee, before any one of them is given a permit, and, if to accommodate their respective facilities it would be necessary to rearrange existing facilities or replace the pole, each such prospective occupant shall bear the applicable costs of rearrangement or replacement incurred in conjunction with its own application(s).

2.6 Modifications and Cost Allocation.

If a pole to which Licensee has previously made an attachment or occupancy is to be modified or replaced due to the requirements of another attaching entity, including Municipality, except when such modification is for the purpose of performing routine maintenance or to respond to an emergency situation, Municipality shall provide Licensee with forty-five (45) days' notice of the proposed modification or replacement so that Licensee can determine whether it wishes to add to or modify its existing attachment or occupancy in connection with the proposed modification or replacement. In the event Licensee decides to add to or modify its existing attachment or occupancy in connection with the proposed modification or replacement, Licensee shall give notice to Municipality of its intent within thirty (30) days of receipt of notice from Municipality. Any such additions or modifications desired by Licensee shall be made at Licensee's sole cost. The allocation of further costs of pole modification or replacement shall be as follows:

(A) In the event that Municipality replaces or modifies a pole in order to accommodate the Municipality's own requirements or to ensure compliance with regulatory, legal, or technical standards applicable to Municipality, Municipality shall bear the costs of replacement or modification and Licensee shall bear the costs to transfer or rearrange Licensee's attachments;

(B) In the event that Municipality replaces or modifies a pole solely to accommodate the new attachments of Licensee or to accommodate modifications of Licensee's attachments, Licensee shall bear the costs of such replacement or modification as well as the cost of transferring or rearranging the attachments of Licensee and other attachers on the pole;

(C) In the event that Municipality replaces or modifies a pole to accommodate the new or modified attachments of other attachers, such attacher shall bear the cost of replacement or modification as well as the cost of transferring or rearranging the attachments of all attachers on the pole.

2.7 Pole Maintenance.

(A) Licensee, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own attachments on Poles or place guys to sustain any unbalanced pole loads caused by its own attachments, and perform any tree trimming or cutting incidental thereto. Licensee at all times shall perform such work promptly and in such manner as not to interfere with the service of Municipality or by other pole occupant, except to the extent Licensee reasonably determines that an emergency situation requires such work to be performed in a manner in which interference cannot be reasonably avoided.

(B) In the event Municipality determines, in Municipality's reasonable judgment, that a particular condition or situation is an emergency, Municipality may arrange to relocate, replace, remove, renew or disconnect Licensee's Facilities and, if reasonable under the circumstances, transfer them to substituted poles or perform any other work in connection with Licensee's Facilities that may be required during the emergency. Municipality shall provide Licensee with the notice of the situation as soon as reasonably practicable so that Municipality and Licensee, if possible, may coordinate their responses to the emergency.

(C) Licensee shall be responsible for trimming and cutting all trees, shrubbery, and other vegetation in the vicinity of its Facilities as necessary for the operation of its own Facilities and at its own expense. This shall be done with not less than two (2) business days' notice to Municipality and in a manner not to interfere with or damage any existing attachments. For routine maintenance, property owner(s) must be provided with not less than two (2) business days' notice of any tree trimming or vegetation cutting on such property owners' property to be performed by Licensee, unless Licensee reasonably determines that an emergency situation requires such work to be performed in a

manner that advance notice is not possible; in an emergency, Licensee shall provide notice of the situation as soon as reasonably practicable.

2.8 Drop Poles.

Notwithstanding any other provision, after initial construction of its Facilities, Licensee shall have the right to attach non-current carrying service drops to drop poles without prior application, provided that there is adequate space to accommodate Licensee's attachment, Licensee shall forward a notice of attachment quarterly for billing adjustments.

2.9 Continuous Operation.

Licensee shall not intentionally interfere with the normal operation of Municipality's equipment during Licensee's performance of any construction or maintenance, and that Licensee is to provide and use all protective equipment and practices necessary for the protection of Licensee's employees and equipment and to prevent interferences with normal operation of Municipality's facilities, equipment and services.

2.10 Compliance with and Supplements to Safety Codes.

Licensee shall place its Facilities attached to Municipality poles in a safe condition and in thorough repair, and in compliance with the requirements and specifications set forth in applicable Federal and State law, the National Electrical Safety Code in effect as of the time of attachment ("NESC") and the applicable rules and regulations of the Occupational Safety and Health Act. In the event the NESC is updated, all new Facilities installed by Licensee after the effective date of the updated NESC shall comply with the applicable requirements of the updated NESC, unless such changes to the NESC require application to existing facilities. Municipality shall apply to Licensee only such specifications, standards and practices as are uniformly applied to all third parties attached to Poles.

2.11 Non-Interference with Municipality Facilities.

Licensee at all times shall ensure that its agents, servants, employees, and contractors neither take nor attempt to take any action whatsoever to interfere with Municipality's wires, attachments,

and other facilities attached to or supported by poles covered by this Agreement. Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other.

ARTICLE III INSPECTIONS

3.1 Post-Installation and Safety Inspections.

Municipality reserves the right to inspect each new Licensee installation on Poles and in the vicinity of Municipality's lines. Municipality also reserves the right to make reasonable periodic inspections as such conditions may warrant, to determine if Licensee's construction complies with the approved shop drawings, construction drawings, and/or applicable safety codes or laws.

3.2 Facilities Inventory.

(A) Licensee and Municipality acting in cooperation for purposes of rendering bills shall tabulate the total number of Licensee attachments on Poles. This tabulation shall be based on a perpetual inventory of permits and/or inspections.

(B) Within one (1) year from the start date of this Agreement, Municipality shall conduct an initial inventory of Licensee's attachments to verify the number of poles on which Licensee has attached its equipment and may conduct subsequent inspections as set forth herein. Subject to the provisions of Section 3.3, all such attachments found in the initial inventory shall be deemed authorized provided that Licensee shall forthwith cure violations of the requirements of Section 2.10 caused by such attachments that are attributable to Licensee. Municipality shall provide thirty (30) days' notice of any such initial inventory so that Licensee may be present and observe such inventory. The cost of such inventory of Licensee's attachments to Poles shall be Licensee's responsibility, provided that Licensee has an opportunity to identify to the Municipality contractors that are eligible to perform such work pursuant to Municipality's usual criteria, such eligible contractors to be included in any requests for proposals or invitations to bid issued by Municipality for such inventory. .

(C) 1. Subsequent to the initial inventory described above, inventories of Licensee's attachments to Poles may be conducted, at Licensee's expense, no more often than once every five (5) years, in Municipality's discretion, either by Municipality or an independent contractor for the

performance of such physical inventory through the Municipality's usual process for acquisition of such services supplemented by Licensee as noted above.

2. Municipality may, at its discretion, conduct inventories in addition to those described above in Section 3.2(C)1, but Licensee shall not be responsible for any of the costs of any such inventory.

3.3 Inventory Disparity.

(A) Except for attachments identified in the initial inventory described above in Section 3.2, in the event the number of poles to which Licensee has attached its Facilities differs from the number shown in Municipality records, Municipality may demand from Licensee, for each pole with an unauthorized attachment, an unauthorized attachment penalty not in excess of an amount approximately equal to the otherwise applicable annual pole attachment fees for the number of years since the most recent inventory or five (5) years, whichever is less. This penalty shall be imposed in lieu of any amounts recoverable for unpaid annual fees. Upon thirty (30) days' notice from Municipality to Licensee of the location of an unauthorized attachment, Licensee shall either apply for a permit or remove its attachment. If Licensee fails to either apply for a permit or remove its attachment within thirty (30) days, Municipality shall have the right to remove the unauthorized attachment at the sole risk and expense of Licensee.

(B) If the total number of poles results in a decrease in the number of poles to which Licensee has attached for any year during such period, Municipality shall refund to Licensee the fees previously paid for such poles for such years. If the duration of such period of non-attachment cannot be determined, it will be presumed that such Facilities shall have been non-attached for a period of two (2) years.

ARTICLE IV ABANDONMENT OF JOINT POLES AND REMOVAL OF ATTACHMENTS

4.1 Notice.

Licensee, at any time, may remove its Facilities from any Pole(s) of Municipality, and shall give Municipality written notice within thirty (30) days of such removal. Licensee will pay Municipality a pro-rated annual fee amount for the portion of the payment period during which Licensee attached to Pole(s).

4.2 Pole Removal, Abandonment or Relocation.

If Municipality desires at any time to remove, abandon or relocate any Pole(s), it shall give Licensee notice in writing to that effect at least 90 days prior to the date on which it intends to abandon or relocate such pole. If, at the expiration of such period, Municipality has no attachments on such Pole(s) but Licensee has not removed all of its attachments from such Pole(s), Municipality may in its sole discretion and in accordance with applicable law, transfer the Pole(s) to Licensee, abandon the Pole(s) or remove the Pole(s). In the event Licensee agrees to accept such Pole(s), Licensee shall hold Municipality harmless from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not arising out of any prior event or occurrence theretofore as a result of any attachments to such Pole(s). In the case of relocation, Licensee shall assure that its facilities are removed in a timely manner no later than ninety (90) days from the receipt of Municipality's notice such that such relocation may not be delayed thereby.

ARTICLE V POLE ATTACHMENT FEE AND PROCEDURE FOR PAYMENTS

5.1 Pole Attachment Fee.

The initial annual pole attachment fee to be paid by Licensee shall be \$11.00 per attached pole as set forth in Schedule C. No separate annual pole attachment fee shall be charged for overlashing provided the same does not require pole modifications. Said rate may be adjusted annually as set forth on Schedule C.

5.2 Billing Cycle.

The billing cycle will be executed on an annual basis.

5.3 Payment Due Date.

Pole attachment fees shall be invoiced annually. Each year Municipality will submit to the Licensee an invoice for the annual rental period. The invoice will reflect the number of attachments as of the first day of such billing month. Invoices shall be considered delinquent if not paid within thirty (30) days of receipt. Licensee may withhold invoiced amounts disputed in good faith. If Municipality does not receive any undisputed fee or other undisputed billable amount within thirty

(30) days after it becomes due, Licensee shall pay interest in the amount of 10% of the total invoice to Municipality. Any amounts withheld and later determined to have been owed shall be subject to the same interest rate.

ARTICLE VI LIABILITY AND INSURANCE

6.1 Indemnity and Allocation of Liability.

The Parties shall exercise reasonable care to avoid interference with or interruption in the provision of the other's services. The Parties shall exercise reasonable care to avoid damage to the facilities of each other, to the facilities of other attaching entities on Poles or to other persons or their property. When any liability is incurred by either or both of the Parties hereto for damages for injuries to the employees or for damaged to the property of either Party, or for injuries to other persons or their property, arising out of the attachment of facilities under this Agreement, or due to the proximity of the facilities of the Parties covered by this Agreement, the liability for such damages, as between the Parties hereto, shall be as follows:

(A) Except as otherwise provided by law and in this Article VI, each Party hereby assumes all responsibility for any and all loss for damage caused by the negligence or willful misconduct of such Party to the facilities of the other.

(B) Each Party shall be liable for all damages for such injuries to third persons or third person's property caused by its negligence or willful misconduct in accordance with law.

6.2 Consequential Damages.

Notwithstanding the above, neither Party shall be liable to the other for any indirect, special or consequential damages, including, but not limited to, loss of profits or revenues, interruption of customer service or interference with business operations.

6.3 Insurance Requirements.

Licensee shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection in a reliance company or companies satisfactory to Municipality in amounts and for coverage deemed necessary for its protection by Licensee, but in no event for amounts or coverage less than the following minimum requirements:

(A) Commercial General Liability Insurance (including, but not limited to premises, operations, explosion, collapse and underground hazard, broad form property damage, products/completed operations, contractual liability, independent contractors, personal injury) with limits of at least \$2,000,000 combined single limit bodily injury and property damage for each occurrence.

(B) Licensee shall also carry and keep in force, while this Agreement is in effect, Workers' Compensation insurance in compliance with the applicable law and employer's liability insurance with minimum limits of \$1,000,000 per occurrence.

(C) Licensee shall furnish Municipality with certificates of insurance showing that such insurance is in force and will not be cancelled or modified without thirty (30) days' prior written notice to the Municipality. Neither acceptance nor knowledge (by and of Municipality) of the procurement of Licensee of insurance protection of lesser scope than that required to be procured by them under this Agreement shall in any manner or for any purpose constitute or be deemed a waiver by Municipality of the requirements imposed respecting insurance protection, nor shall any such acceptance or knowledge of insurance protection of lesser scope in any manner or for any purpose lessen or modify or constitute a limiting interpretation of the scope of the matters covered by and obligations of Licensee under this Agreement.

(D) Municipality shall be an additional insured on such policies.

ARTICLE VII

TERMINATION AND DEFAULTS

7.1 Default.

If Licensee shall default in any material obligation under this Agreement, Municipality may, in the event Licensee fails to cure such default in accordance with Section 7.3 below, in its sole reasonable discretion either (i) terminate Licensee's use of the particular Poles covered by this Agreement which are the subject of the default or (ii) terminate this Agreement in its entirety.

7.2 Termination Effective Date.

Any termination of this Agreement in its entirety shall be effective by written notice from one Party to the other, and termination shall be effective upon ninety (90) days' notice. Any termination regarding particular poles shall be effective in forty-five (45) days.

7.3 Opportunity to Cure.

Prior to exercising any right to terminate this Agreement in its entirety pursuant to Section 7.1, Municipality shall provide notice to Licensee and Licensee will have an opportunity to cure within sixty (60) days, or within such time frame as is reasonable to affect a cure which cannot be completed within sixty (60) days. If Licensee cures the default during this time or commences such cure which may not be completed within sixty days, a default will no longer exist and Municipality may not terminate this Agreement. Prior to exercising any right to terminate the use of any particular pole pursuant to Section 7.1, Municipality shall provide notice to Licensee and Licensee shall have thirty (30) days or within such time frame as is reasonable to affect which cannot be completed in thirty (30) days, to affect a cure.

7.4 Refunds.

In the event this agreement is terminated because of Licensee's default or noncompliance, Licensee shall forfeit any unused prepaid charges or attachment fees as part of liquidated damages. Such liquidated damages shall not preclude legal action in the event the default of noncompliance damages exceed the prepaid charges or attachment fees.

ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 Conduct of the Parties.

The parties agree to conduct themselves reasonably and in good faith in implementing the terms of this Agreement.

8.2 Survival.

The obligations of the parties under this Agreement, to the extent that they arose while the Agreement was in effect and remained unfulfilled at the time of termination, shall survive both the termination of this Agreement and/or the termination of any permit or license granted hereunder. Any such termination shall not release either party from any liabilities, claims, or obligations

arising hereunder including, but not limited to, indemnities which may have accrued or are accruing prior to or at the time of termination.

8.3 Waiver.

Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

8.4 Entire Agreement.

This Agreement, and the Schedules and Exhibits attached hereto, embodies the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements between the Parties hereto for attachment of Licensee's Facilities to Poles. This Agreement may be amended only upon the mutual agreement of both Parties. The Parties agree that this Agreement does not relieve Licensee from complying with Municipality's generally applicable rights of way franchising, construction or permitting requirements for users of Municipality's rights of way or other public property or for companies providing service within Municipality.

8.5 Notice.

Any notice hereunder may be given only in writing, by Certified, Registered or Return Receipt Requested United States first class mail, postage prepaid or by a nationally recognized overnight carrier service.

If given to Municipality, addressed to:

City of Newton Falls
Attn: Finance Department
612 W. Broad St.
Newton Falls, OH 44444

If given to Licensee, addressed to:

[TO COME]

Any notice so given shall conclusively be deemed to have been served upon receipt.

8.6 Compliance with Laws and Regulations.

Each Party shall comply with all applicable federal, state and local statutes, ordinances, resolutions, regulations, rules, judicial decisions, and administrative rulings (collectively “Rulings”) applicable to its performance under this Agreement provided, however, that Municipality shall not enact, promulgate or enforce any such local Rulings that would modify in any substantive way the terms of this Agreement. In the event of a change in any applicable federal or state law that requires modifications to any of the provisions of this Agreement, such change shall be effective as required by law.

8.7 Applicable Law; Disputes.

This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the United States and the State of Ohio. Any litigation brought by either party shall be brought solely in Trumbull County Court or The Federal Court in Northeast Ohio.

8.8 Severability.

Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

8.9 Force Majeure.

Neither Municipality nor Licensee shall be liable for any delay or failure in performance of any part of this Agreement if due to a cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, governmental

regulations, embargoes, work stoppages, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers.

9 Exhibits.

This Agreement shall include all Schedules, Appendices and Exhibits referenced in this Agreement and attached hereto as if the Schedules, Appendices and Exhibits were part of the Agreement.

Schedule A - Pole Attachment Application

Schedule B – Fee Schedule

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have their respective officers who are duly authorized to execute this Agreement below.

**MUNICIPALITY:
CITY OF NEWTON FALLS**

Date: _____

By _____

Name _____

Title _____

**LICENSEE:
[COMPANY]**

Date: _____

By _____

Name _____

Title _____

Schedule A – Pole Attachment Application

Pole Attachment Application for the City of Newton Falls of Newton Falls, Ohio

The applicant's rights, obligations, and remedies relating to this application are set forth in, and governed solely by, the Pole Attachment Agreement by and between the City of Newton Falls of Newton Falls, Ohio ("Municipality") and the applicant hereunder ("Licensee").

Incomplete applications will be returned to the Licensee without further action by the Municipality. Required information includes the completed application, proposed schedule, prints and maps, proposed route and project description.

Application Information

Application # _____ Date _____

Applicant Name _____

Applicant Representative _____

Phone _____ Fax _____ E-mail _____

Project Description (Attach if necessary)	No. of Municipality poles	No. of foreign poles	Planned Install Date

Proposed Cable Installation _____

Existing Cable Installation _____

No. of cables to install _____

Existing cable count _____

Fiber count _____

Existing pole count _____

Pole count _____

Cable(s) diameter _____

[to be attached]

Cable diameter _____

Strand(s) diameter _____

Nearest street address of attachment	MAPSCO Grid No.	Municipality Grid No.

Applicant

By: _____

Name: _____

Schedule B - Fee Schedule

Per Pole/Per Year

<u>YEAR</u>	<u>RATE</u>
2019	\$7.00
2026	\$11.00

The rate for each year after 2026 to increase at an annual rate of 2% over the prior year's rate.