



NEWTON FALLS CITY COUNCIL
REGULAR MEETING AGENDA
 Wednesday, April 1, 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**
- VI. Public Comments (Agenda Items Only)**
- VII. Reports**
 - a. Mayor
 - b. Council Members
 - c. Law Director
 - d. City Manager
- VIII. Approval of Previous Minutes**
 - Special Meeting Minutes March 16, 2026
 - Regular Meeting Minutes March 18, 2026
- IX. Public Hearings**
 - ORDINANCE 2026-07 Sponsors: Axiotis, Rufener
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A POLE ATTACHMENT AGREEMENT
- X. Unfinished Business**
 - ORDINANCE 2026-07 Sponsors: Axiotis, Rufener
 AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A POLE ATTACHMENT AGREEMENT
- XI. New Business**
 - ORDINANCE 2026-15 Sponsors: Stimpert, Kropp, Rufener
 AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AND EXECUTE ANY NECESSARY CONTRACTS WITH MEDICAL MUTUAL TO PROVIDE EMPLOYEE HEALTH CARE INSURANCE AND BENEFITS AND WITH ACRIURE GREAT LAKES DBA BURNHAM & FLOWER TO ADMINISTER THE COVERAGE PLAN SET FORTH HEREIN

ORDINANCE 2026-16

Sponsors: Stimpert, Kropp, Rufener

AN ORDINANCE RATIFYING AND/OR CONFIRMING THE ADMINISTRATIVE OVERHEAD COST ALLOCATIONS TO THE ELECTRIC REVENUE FUND, THE WATER REVENUE FUND, THE SEWER REVENUE FUND AND GENERAL FUND.

ORDINANCE 2026-17

Sponsors: Stimpert, Kropp, Rufener

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASSURED PARTNERS THROUGH THE OHIO PLAN FOR THE CITY'S PROPERTY AND LIABILITY INSURANCE RENEWAL

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)

MOTION

Motion to enter executive session pursuant to Ohio Revised Code 121.22(G)(1) to consider the employment, appointment, promotion, demotion, compensation, discipline, or dismissal of a public employee or official.

XV. Adjournment



NEWTON FALLS CITY COUNCIL
SPECIAL MEETING MINUTES
 Monday, March 16, 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

This special meeting was requested by Ms. Stimpert.

- I. **Call to Order**
 Mayor Hanson called the meeting to order at 6:01 pm.
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
 Mayor Hanson asked Ms. Stimpert to call the roll.
 Council Present: Councilperson Axiotis, Councilperson Kropp, Councilperson Stimpert, Councilperson Burke, Councilperson Rufener, Mayor Hanson.
 Council Absent: None.
 Staff Present: None
 Staff Absent: Law Director Limbian, City Manager Vernaccini, Finance Director Hileman, Clerk Acomb.
- IV. **Public Comments (limited to those items on the agenda)**
 None.
- V. **Old Business**
- VI. **New Business**
- VII. **Motion to Recess into Executive Session**
 MOTION
 Motion to enter executive session pursuant to Ohio Revised Code 121.22(G)(1) to consider the employment, appointment, promotion, demotion, compensation, discipline, or dismissal of a public employee or official and pursuant to Ohio Revised Code 121.22(G)(3) for a conference with the public body’s attorney concerning disputes involving the public body that are the subject of pending or imminent court action.

Stimpert made a motion to adjourn the regular meeting. 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. Council entered executive session at 6:03 pm.

Axiotis made a motion to adjourn the regular meeting. Second by Kropp.

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. Council resumed regular session at 7:39 pm.

VIII. Public Comments (limited to those items on the agenda)

None.

IX. Adjournment

Kropp made a motion to adjourn the regular meeting. Second by Burke.

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 7:40 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

DRAFT



NEWTON FALLS CITY COUNCIL
REGULAR MEETING MINUTES
 Wednesday, March 18, 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

Ms. Stimpert called the meeting to order at 6:00 pm.

II. Pledge of Allegiance / Silent Prayer

III. Roll Call

Ms. Stimpert asked Mr. Acomb to call the roll.

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

Council Absent: Mayor Hanson.

Staff Present: Clerk Acomb.

Staff Absent: Law Director Limbian, City Manager Vernaccini, Finance Director Hileman.

IV. Changes To Tonight's Agenda

None.

V. Special Presentations by Staff Members or Invited Consultants

None.

VI. Public Comments (Agenda Items Only)

None.

VII. Reports

a. Council Members

- i. Ward 1 – He spoke from a prepared statement. (Enclosed)

Mayor Hanson arrived at 6:06 pm.

- ii. Ward 2 – No report.

- iii. Ward 3 – No report.

- iv. Ward 4 – He provided updates primarily focused on infrastructure, administration, and community engagement. He addressed resident concerns regarding the Enbridge gas project causing traffic disruptions on Cloud Street and Canal, explaining that delays were weather-related and that current work involves final concrete, sidewalk, and cleanup efforts, with completion expected within one to two months. He also clarified a correction to prior meeting minutes, noting a comment had been misattributed to him. Additionally, he highlighted the upcoming Newton

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

Rufener made a motion to suspend Council rules. 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. Council rules were suspended.

Councilman Kropp identified several outstanding issues and errors in the document, including incorrect language, unclear contract terms (such as the three-year term and termination provisions), grammatical issues, and the use of an irrelevant mapping system (Dallas/Fort Worth grid) that does not apply locally. He noted that these concerns had been sent to the law director but no responses or corrections were received. Council members generally agreed the revised contract was an improvement but expressed concern about moving forward without legal clarification. Discussion included whether council could amend the contract themselves versus needing formal legal review. There was also concern that delaying approval might result in lost revenue opportunities tied to billing changes.

Rufener made a motion to resume Council rules. 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. Council rules were resumed.

Kropp made a motion to postpone the legislation until such time that the law director responds to the suggested changes and to finalize the contract. Second by Axiotis.

Councilman Kropp expressed disappointment about the delay, noting that moving the ordinance forward could have allowed for potential billing adjustments or revenue changes to take effect sooner. He acknowledged uncertainty but suggested there may have been an opportunity to recover or adjust funds if the legislation progressed. In response, Councilman Rufener clarified that due to the extent of revisions in the contract, the ordinance would have reset to a first reading, meaning it could not have been advanced quickly regardless. This clarification reduced the likelihood that immediate financial impact would have occurred even if it proceeded.

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

ORDINANCE NO.: 2026-08

Sponsors: Stimpert, Rufener

AN ORDINANCE APPROVING THE RECODIFICATION, EDITING, AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF NEWTON FALLS, OHIO (Final Reading)

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

No discussion.

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

ORDINANCE NO.: 2026-10 Sponsors: Kropp, Axiotis
AN ORDINANCE REPEALING CERTAIN PROVISIONS OF CHAPTER 121 OF THE
CODIFIED ORDINANCES OF THE VILLAGE OF NEWTON FALLS TO ENSURE
CONSTITUTIONAL COMPLIANCE, ALIGNMENT WITH STATE LAW, AND LEGAL
DEFENSIBILITY

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

Council discussion focused on the removal of certain charter provisions to ensure compliance with state law and avoid legal risk. Councilman Axiotis addressed public concerns—particularly online comments suggesting council was avoiding requirements like drug testing—clarifying that the issue was not reluctance but rather ensuring the village does not enforce provisions that may be illegal or unconstitutional. He emphasized that council has a responsibility to protect taxpayers from potential lawsuits and financial liability, noting that maintaining questionable or unlawful provisions could expose the village to costly legal challenges. While acknowledging that some removed provisions might have merit in concept, he stressed that legal compliance must take priority in council’s decision-making.

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

ORDINANCE NO.: 2026-13 Sponsors: Rufener, Axiotis
AN ORDINANCE REPEALING ORDINANCE 95-05 AND REMOVING CHAPTER 739
OF THE NEWTON FALLS CODIFIED ORDINANCES.

Mayor Hanson read the ordinance by title only and asked for a motion to adopt the ordinance. Moved by Rufener. 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 ordinance passed 5-0.

XI. New Business

MOTION

A Motion to discuss the search process for a new city manager, including advertising/recruitment strategy and selection process.

Mayor Hanson read the motion and asked for a motion to pass the motion. Moved by Kropp. Second by Stimpert.

Stimpert made a motion to suspend Council rules. 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. Council rules were suspended.

Council held an in-depth discussion on hiring a new city manager, focusing on refining the job description, recruitment strategy, and selection process. Members agreed to remove potentially problematic language in the posting—such as references to criminal history and “excellent physical health”—due to legal and discrimination concerns, relying instead on existing background check procedures. There was debate over how broadly to advertise the position, balancing cost with the need to attract qualified, executive-level candidates, ultimately settling on a wide recruitment effort for an initial 30-day period. Council also outlined a structured hiring process in which the clerk would screen applicants for minimum qualifications, council would rank candidates, and

interviews would follow using standardized questions to ensure consistency and fairness. Overall, the discussion emphasized transparency, legal compliance, and attracting strong candidates while maintaining a practical and efficient process.

Stimpert made a motion to resume Council rules. Second by Kropp.

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. Council rules were resumed.

Kropp made a motion to direct the clerk to revise the advertisement/job description per that evening's discussion, and to advertise the position for an initial 30-day period on all previously discussed media outlets. 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.

XII. Public Comments

None.

XIII. Closing Remarks

- a. Mayor - Mayor Hanson reiterated that the Enbridge gas project is nearing completion, with crews finishing concrete, sidewalks, and restoration work. He urged residents to inspect their lawns and tree lawns to ensure repairs are satisfactory before the contractor leaves. He also addressed a report of a suspicious vehicle near the covered bridge, encouraging residents to stay vigilant while recognizing that increased visitors in the area are normal. He emphasized the importance of community awareness and neighborhood safety without overreacting to routine activity.
- b. Council Members
 - i. Ward 1 – Councilman Kropp expressed appreciation for the evening's professional and productive discussion, emphasizing the importance of respectful dialogue among council members. He stated that this type of thoughtful, collaborative approach to handling village business is what has been lacking in the past and is necessary moving forward. He conveyed optimism that council can continue working together effectively.
 - ii. Ward 2 – None.
 - iii. Ward 3 – Councilman Burke reminded residents that the street department will be picking up storm-related limbs, encouraging citizens to contact the administration building to be added to the pickup list. He also expressed appreciation for local business owners, noting their positive response and engagement with increased activity in the community, particularly related to the ongoing "treasure hunt" initiative.
 - iv. Ward 4 – Councilman Rufener announced details for the Newton Falls Community Easter Egg Hunt, scheduled for March 21 at the junior/senior high school, with doors opening at 12:45 PM and the event starting at 1:00 PM for children ages 2–12. He highlighted the event as a well-attended, positive community tradition, noting strong participation in prior years and its value for local families.
 - v. At-Large – None.

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

No motion.

XV. Adjournment

Kropp made a motion to adjourn the regular meeting. Second by Stmpert.

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 7:04 pm.

APPROVED:

David Hanson, Mayor

ATTEST:

Michael Acomb, Clerk of Council

DRAFT



Village of Newton Falls

Council Meeting – Ward 1 Report

Councilman: Brian Kropp, First Ward

Meeting Date: 3/18/2026

Reporting Period: 3/5/2026 to 3/18/2026

MJK 3/18/26 6:14pm

I. Overview Summary

Since the last regular council meeting, the reporting period has included several significant matters involving council operations, intergovernmental engagement, professional development, utility-related follow-up, and regional representation on behalf of the Village of Newton Falls.

Immediately following the March 4 meeting, I undertook follow-up concerning statements made on the record during council proceedings that I believe were false and damaging to my reputation and to the professional functioning of council. On March 5, I sent written communication to council, including Councilman Burke, requesting a retraction and apology regarding those statements.

This reporting period also included completion of the Youngstown/Warren Regional Chamber's Local Government Leadership Academy, attendance at the Chamber's Columbus drive-in event, direct engagement with regional and state-level public officials, follow-up on a significant early-morning electric outage in Newton Falls, review and comment on the revised pole attachment agreement, submission of an updated City Manager advertisement, and withdrawal of Ordinance No. 2026-09 after further reflection and discussion.

Overall, the period was marked by continued advocacy, relationship-building, legislative review, and efforts to represent the Village professionally in both local and regional settings.

II. Constituent & Ward Engagement

During this reporting period, constituent and ward-related engagement included continued responsiveness to public and governmental matters affecting the Village, including utility service concerns, council process concerns, and broader representation of Newton Falls in regional forums.

Following the March 4 council meeting, I addressed concerns arising from statements made publicly during council proceedings that I believe inaccurately described my conduct and created confusion regarding my role and use of the council office space. I have sought to correct the record and request appropriate acknowledgment of that issue.

On March 7, following severe pre-dawn power outages in Newton Falls, I spoke directly with Electric Department Supervisor Matt Evans after service stabilization. That conversation provided useful detail regarding the outage itself and additional information concerning broader electric-system matters, including an upcoming AMPT-related transmission-line issue. This was important from both an informational and constituent-service standpoint, given the direct impact utility interruptions have on residents.

Throughout the reporting period, I also continued working to strengthen Newton Falls' visibility and relationships with outside public officials, regional organizations, and institutional partners in ways intended to benefit the Village moving forward.

III. Actions Taken & Follow-Ups

On March 5, I sent an email to all of council, and specifically to Councilman Burke, requesting a retraction and apology regarding statements made during the March 4 council meeting.

On March 8, I sent comments to the Law Director regarding the revised pole attachment agreement that had been circulated to council. I noted that the revised version appeared substantially improved in organization and structure. I also identified several items for correction or review, including:

- a Section 1.4 reference that appeared to incorrectly identify "licensor's equipment" where "licensee's equipment" appeared to be intended;
- an apparent title issue in Section 2.10; and

- a requested removal of the MAPSCO grid reference in Schedule A-1.

I intend to verify whether those requested revisions were incorporated into the final version presented to council and, if necessary, raise any remaining issues on the floor.

On March 9, I withdrew Ordinance No. 2026-09, the abstention-related ordinance previously submitted and discussed. After considering feedback from colleagues and evaluating the amount of time and effort being directed toward what may be a limited or infrequent issue, I concluded that continued pursuit of that specific ordinance was not the best use of legislative effort at this time.

Following the March 7 electric outage and my discussion with Mr. Evans, I later followed up with additional questions and emails concerning AMT-related issues and possible transmission-line negotiation matters.

Prior to the Chamber's Columbus drive-in, I also contacted the City Manager regarding business cards for official use during regional meetings and networking. Because none had been prepared, I designed and ordered business cards myself to ensure that I was able to properly represent the Village and maintain follow-up contact with officials and stakeholders encountered during the trip.

IV. Meetings, Site Visits & External Engagement

March 6, 2026 – Local Government Leadership Academy (Final Session)

I attended the final installment of the Youngstown/Warren Regional Chamber's Local Government Leadership Academy at BRITE Energy Innovators in downtown Warren.

Presenters included:

- **Susan Willeke**, Education and Communications Administrator, Ohio Ethics Commission;
- **Matthew Vansuch**, Howland Township Trustee; and
- **Andy Resnick**, CS Public Affairs.

All three presentations were informative and beneficial. In addition to the educational value of the session itself, the Academy as a whole provided meaningful opportunities for relationship-building, networking, and regional collaboration. I also received a certificate recognizing completion of all four Leadership Academy sessions.

March 10, 2026 – Columbus Travel / Red and White Reception

On March 10, I traveled to Columbus for the Youngstown/Warren Regional Chamber drive-in event previously approved by council.

That evening, I attended the Red and White Reception at the Ohio Statehouse from 6:00 p.m. to 8:00 p.m., hosted in connection with Youngstown State University. During that event, I had the opportunity to engage with a number of regional and state-level individuals. Remarks were delivered by **President Bill Johnson** of Youngstown State University and **Guy Coviello** of the Youngstown/Warren Regional Chamber.

March 11, 2026 – Youngstown/Warren Regional Chamber Drive-In

On March 11, I attended the Chamber's drive-in program at the Ohio Chamber of Commerce building across from the Statehouse. The event brought together a large number of regional public officials, civic leaders, and stakeholders.

The program included remarks from:

- **Lance Willard**, City Manager of Columbiana;
- **House Speaker Matt Huffman**; and
- **Senate President Rob McColley**.

The discussion included issues affecting Northeast Ohio and the Mahoning Valley, and there was opportunity for direct questions and dialogue.

During the event, I had the opportunity to meet and speak with a number of public officials and regional leaders, including:

- **Mayor Derrick McDowell**, Youngstown;
- **Mayor Catherine Cercone Miller**, Struthers;
- **Mayor Ray Lewis**, McDonald;
- **Mayor Mark Zuppo**, Girard;
- **Lance Willard**, City Manager, Columbiana;
- **Dave D'Apolito**, City Manager, Canfield;
- **Meghan Reed**, Trumbull County Historical Society; and
- **Ryan MacLennan**, Trumbull County Historical Society.

I also participated in a breakout session with **State Representative Nick Santucci**, which provided direct time for discussion and relationship-building that may prove beneficial for Newton Falls going forward.

March 16, 2026 – Special Meeting

A special meeting was held on Monday, March 16. Executive session was part of that meeting. I am noting its occurrence here for completeness of the reporting period.

V. Legislative Context (Reference Only)

This reporting period included continued review of the revised pole attachment agreement and related legal/technical corrections communicated to the Law Director.

It also included the withdrawal of Ordinance No. 2026-09, which had previously been introduced to address council abstention-related concerns. After considering colleague feedback and the practical value of continuing to pursue the matter, I elected to withdraw the ordinance.

Separately, I continue to maintain that prior discussion surrounding reprimand-related legislation was inaccurately framed by others as a First Amendment issue, when the underlying concern I raised was one of public-duty performance and nonfeasance in office rather than suppression of speech.

VI. Open Items & Forward Look

Looking ahead, the following matters remain active or warrant continued attention:

1. Verification of whether the requested corrections to the pole attachment agreement were incorporated into the final version before council consideration.
2. Continued follow-up regarding the March 7 outage and broader electric-system / AMPT transmission-line matters.
3. Continued cultivation of regional relationships established through the Leadership Academy and Columbus drive-in event.
4. Monitoring any next steps resulting from the March 16 special meeting.

5. Continued effort to maintain professionalism, accuracy, and proper decorum in council proceedings, including ensuring that the public record is not left uncorrected where false or misleading statements have been made.

VII. Submission Statement

This Ward 1 report is respectfully submitted for inclusion in the official record.

Submitted by:

Brian Kropp
Councilman, First Ward
Village of Newton Falls

March 18, 2026

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 Village of Newton Falls, Ohio
Licensor**

AND

Licensee

_____ , 2026

POLE ATTACHMENT AGREEMENT

BETWEEN

The Village of Newton Falls, Ohio

AND

[COMPANY]

THIS ***POLE ATTACHMENT AGREEMENT*** (hereinafter “Agreement”), entered on this _____ day of _____, 202____ by and between The Village of Newton Falls (hereinafter “Licensor”), Trumbull County, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio, having its principal office located at; 612 W. Broad St., and _____ (hereinafter “Licensee”), an Ohio corporation organized and existing under the laws of the State of Ohio or a foreign corporation registered to do business in the state of Ohio with the Ohio Secretary of State. (The Licensor and the Licensee shall hereinafter be known collectively as the “Parties”.)

WHEREAS, Licensee furnishes communications services, and desires to place and maintain its equipment, including, but not limited to aerial cables, antennas, transceivers, amplifiers, wires, and associated hardware, installed by Licensee, (hereinafter cumulatively referred to as “Equipment”) on Licensor’s electric poles now in existence or hereafter served by Licensor’s electric system; and

WHEREAS, Licensor will permit, subject to the terms and conditions set forth herein, attachment of Licensee’s Equipment to its poles. Licensor has the right to grant such attachments, provided such use will not interfere with Licensor’s own utility service requirements, or the existing attachments of other Licensee’s contracted use of the Licensor’s poles.

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

ARTICLE I
SCOPE OF AGREEMENT

1.1 Service Area.

This Agreement shall be in effect in all areas where Licensor provides electric utility service and shall apply to all electric utility poles solely owned or controlled by Licensor.

1.2 Authorization.

Subject to the provisions of this Agreement, Licensor grants to Licensee, and Licensee accepts from Licensor, a non-exclusive license to occupy, place and maintain Licensee's Equipment on Licensor's poles including the use of drop service poles, unless otherwise excluded by separate addendum. No use of poles, regardless of the length of extended agreement, nor payment of fees, nor charges required under this Agreement, shall create or vest in Licensee any ownership or 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 Licensor's prior written consent.

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 Licensor, shall remove, at Licensee's expense, all of Licensee's Equipment from poles within six (6) months unless granted greater time by Licensor. In the event Licensee fails to remove all of Licensee's Equipment within the time specified, Licensor may remove the Licensee's Equipment at Licensee's expense. Licensor shall incur no liability as a result of such action, and nothing in this Agreement shall be construed to require Licensor to store or salvage all or any part of Licensee's Equipment.

1.5 Authorizations Required.

Licensee shall secure all authorizations, franchises, licenses, permits, easements and consents required for the construction, operation and maintenance of the Licensee's Equipment. If any authorizations, franchises, licenses, permits, easements or consents obtained by Licensee are subsequently revoked or denied for any reason, Licensor may revoke Licensee's permission to attach Licensee's Equipment to Licensor's poles, and this Agreement shall be null and void.

1.6 Term; Renewal; Termination.

(a) Initial Term. This Agreement shall become effective upon the date of execution and shall continue in effect for an initial term of three (3) year.

(b) Renewal. Upon expiration of the Initial Term, this Agreement shall renew for one (1) year periods only upon mutual written agreement of the Parties.

(c) Termination. Either Party may terminate this Agreement at any time, with ninety (90) days written notice. Upon such notice, this Agreement shall terminate upon (a) the termination date specified in the termination notice, if any, or (b) six (6) months after the date of the termination notice. If this Agreement is terminated, the contract terms and conditions, including the applicable rates, shall continue as stated herein.

ARTICLE II
PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

2.1 Permit Application.

Before making attachment to any pole of Licensor, Licensee shall submit a permit application (Schedule A) and receive from Licensor a permit for such attachment. No attachments, overlash, transfer, or occupancy shall occur absent an express written authorization issued by the Licensor. "Overlashing" shall be defined as "The practice of attaching new cables directly onto existing Licensee cable bundles or supporting Licensee strands on utility poles." Overlashing shall require prior written approval following Licensor's engineering review to assure load, clearance, safety, or reliability impacts that may occur.

2.2 Field Inspection/Make-ready Survey.

In the event of Licensee's intent to install new attachments, a Field Inspection/Make-ready Survey shall be the responsibility of the Licensee. When Licensor receives an application for attachment or overlash, a Field Inspection/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. Licensor may perform the Field Inspection portion of the Make-Ready survey and Licensee may be present with Licensee's notification in writing.

2.3 Grant or Denial of Access.

Except as otherwise provided by law, Licensor reserves the right to deny Licensee access to any pole, where there is insufficient capacity on a pole or for reasons of safety, reliability or generally applicable engineering standards. No attachment, overlash, transfer, or occupancy shall occur absent an express written authorization issued by Licensor. Failure of Licensor to act within any referenced timeframe shall not constitute approval, consent, or 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 equipment, Licensor will provide Licensee with a detailed estimate of make-ready work it deems necessary to prepare the pole for Licensee's equipment; such estimate shall include an estimate of the time that will be needed to complete the work. Licensor will provide Licensee with such estimate in fourteen (14) days. After receiving this estimate, if Licensee still desires to make the equipment attachments, Licensee shall notify Licensor within fourteen (14) days of receiving such estimate of such continuing desire to attach, and shall pay to Licensor any required advance payment for the 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 Licensor'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 equipment. Where the advance payment of estimated expenses made to Licensor by Licensee for both non-replacement make-ready and replacements is less than the actual cost of work described above, Licensee agrees to pay Licensor the amount more than the amount of the advance payment. Where the advance payment of estimated expenses made to Licensor by Licensee exceeds such actual costs, Licensor agrees to refund the excess payment to Licensee. Licensor shall promptly commence

the requested make-ready and pole replacement work and shall complete all requested make-ready and pole replacement work within fourteen (14) days. 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 Licensor, Licensee may choose a contractor, which meets industry standard qualifications and criteria, to perform make-ready work on its behalf. In secured areas where safety or system reliability concerns are an issue, Licensor may require an escort to supervise the work of Licensee's agents. Licensor shall also retain the right to perform post-installation inspections, at Licensee's expense, to ensure Licensee's agents' work meets Licensor's standards. The Licensor shall be the sole determiner of safety, reliability, training, insurance, and operational considerations in accordance with provisions of this Agreement and such Licensor approval shall be provided in accordance with these provisions.

(C) Licensor shall be responsible for notifying other parties with existing attachments or occupancy and coordinating the make-ready work necessary 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, all necessary accommodations needed for their respective equipment, each such prospective occupant shall bear the applicable costs of rearrangement or replacement incurred in conjunction with its own application.

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 Licensor, except when such modification is for the purpose of performing routine maintenance or to respond to an emergency situation, Licensor 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 Licensor of its intent

within thirty (30) days of receipt of notice from Licensor. 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) If Licensor replaces or modifies a pole to accommodate the Licensor's own requirements or to ensure compliance with regulatory, legal, or technical standards applicable to Licensor, Licensor shall bear the costs of replacement or modification and Licensee shall bear the costs to transfer or rearrange Licensee's attachments;

(B) If Licensor 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 Licensees on the Licensor's pole;

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

2.7 Pole Maintenance.

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

(B) In the event Licensor determines that a declared emergency is an actual emergency, Licensor may arrange to relocate, replace, remove, renew or disconnect Licensee's equipment and transfer equipment to substituted poles or perform any other work in connection with Licensee's equipment that may be required during the emergency. Licensor shall provide Licensee with the notice of the situation as soon as practicable so that Licensor and Licensee, if possible, may coordinate responses to the emergency.

(C) Licensee shall be responsible for trimming and cutting all trees, shrubbery, and other vegetation in the vicinity of its equipment as necessary for the operation of its own equipment at its own expense. Notice shall be made within two (2) business days to Licensor. For routine maintenance, property owner(s) must be provided notice within two (2) business days of any tree trimming or vegetation cutting on Licensor's 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 installation of its Equipment, Licensee shall have the right to attach non-current carrying service drops to drop poles, if there is adequate space to accommodate Licensee's attachment, subject to Licensor review and approval through periodic reporting and subject to suspension where safety, clearance, or capacity concerns arise. Once approved by Licensor, Licensee shall provide thirty (30) day notice before such attachment. Licensee shall forward a notice of attachment quarterly for billing adjustments.

2.9 Continuous Operation.

Licensee shall not interfere with the normal operation of Licensor'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 Licensor's facilities, equipment and services.

2.10 Compliance With Safety Codes.

Licensee shall place its equipment attached to Licensor's 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 equipment 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. Licensor 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 Licensor Facilities.

Licensee always shall ensure that its agents, servants, employees, and contractors neither take nor attempt to take any action whatsoever to interfere with Licensor's wires, attachments, and other facilities attached to or supported by poles covered by this Agreement.

**ARTICLE III
INSPECTIONS**

3.1 Post-Installation and Safety Inspections.

Licensor reserves the right to inspect each new Licensee installation on poles and in the vicinity of Licensor's lines. Licensor 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 Licensor 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, Licensor 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 considered provisionally authorized for billing purposes only, subject to verification of compliance with all safety, permitting, and engineering standards. Licensee shall forthwith cure violations of the requirements of Section 2.10 caused by such attachments that are attributable to Licensee. Licensor 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.

(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 Licensor's discretion, either by Licensor or an independent contractor for the performance of such physical inventory through the Licensor's usual process for acquisition of such services supplemented by Licensee as noted above.

2. Licensor 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 additional 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 equipment differs from the number shown in Licensor records, Licensor 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 Licensor 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, Licensor 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, Licensor 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 equipment 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 equipment from any pole of Licensor, and shall give Licensor written notice within thirty (30) days of such removal. Licensee will pay Licensor a pro-rated annual fee amount for the portion of the payment period during which Licensee attached to such poles.

4.2 Pole Removal, Abandonment or Relocation.

If Licensor desires at any time to remove, abandon or relocate any pole, 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, Licensor has no attachments on such pole but Licensee has not removed all of its attachments from such pole, Licensor may in its sole discretion and in accordance with applicable law, transfer the pole to Licensee, abandon the pole or remove the pole. In the event Licensee agrees to accept such pole, Licensee shall hold Licensor 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. In the case of relocation, Licensee shall ensure that its equipment is removed in a timely manner, but no later than ninety (90) days from the receipt of Licensor's notice.

**ARTICLE V
POLE ATTACHMENT FEE AND PROCEDURE FOR PAYMENTS**

5.1 Pole Attachment Fee.

Pole attachment rates shall be established based on a documented cost-of-service analysis and may be adjusted by resolution of Village Council of Licensor upon ninety (90) days written notice. Nothing herein shall require the Licensor to charge less than its reasonable costs of administration, inspection, inventory, and infrastructure burden.

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. 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. If Licensor does not receive fee within thirty (30) days after it becomes due, Licensee shall pay interest in the amount of 10% of the total invoice to Licensor.

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. Licensee shall indemnify, defend, and hold harmless the Licensor, its elected officials, officers, employees, and agents from any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or relating to Licensee's equipment, acts, omissions, or breach of this Agreement, except to the extent caused by the sole negligence or willful misconduct of the Licensor.

6.2 Insurance Requirements.

Licensee shall carry and keep in force, while this Agreement is in effect, insurance contracts, policies and protection satisfactory to Licensor 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 \$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 Licensor with certificates of insurance showing that such insurance is in effect and will not be cancelled or modified without thirty (30) days' prior written notice to the Licensor.

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

ARTICLE VII **TERMINATION AND DEFAULTS**

7.1 Default.

If Licensee shall default in any obligation under this Agreement, Licensor 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 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, Licensor shall provide notice to Licensee and Licensee will have an opportunity to cure within sixty (60) days. Prior to exercising any right to terminate the use of any pole pursuant to Section 7.1, Licensor 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 cure.

7.4 Liquidated Damages.

In the event this agreement is terminated because of Licensee's default or noncompliance, Licensor may retain unused prepaid fees to the extent related to actual costs incurred, and such retention shall not operate as a penalty. 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 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 equipment 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 Licensor's generally applicable rights of way, franchising, construction or permitting requirements for users of Licensor's rights of way or other public property or for companies providing service within Licensor's jurisdiction.

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 Licensor, addressed to:

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

If given to Licensee, addressed to:

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 applicable to its performance under 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. Nothing in this Agreement shall be construed to limit the Licensor's legislative, regulatory, or police powers, including the adoption of ordinances or policies of general applicability.

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 Party 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, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, other major environmental disturbances, or unusually severe weather conditions,

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.

Licensor:
VILLAGE OF NEWTON FALLS

Date: _____

By _____

Name _____

Title _____

LICENSEE:

Date: _____

By _____

Name _____

Title _____

Schedule A – Pole Attachment Application

**Pole Attachment Application
for the
Village 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 Village of Newton Falls, Ohio (“Licensor”) and the applicant hereunder (“Licensee”).

Incomplete applications will be returned to the Licensee without further action by the Licensor. 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	Municipality Grid No.	Village Grid Verification

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.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-15
SPONSOR: Councilpersons Stimpert, Kropp, Rufener

**AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE CITY
MANAGER TO ENTER INTO AND EXECUTE ANY NECESSARY CONTRACTS WITH
MEDICAL MUTUAL TO PROVIDE EMPLOYEE HEALTH CARE INSURANCE AND
BENEFITS AND WITH ACISURE GREAT LAKES DBA BURNHAM & FLOWER TO
ADMINISTER THE COVERAGE PLAN SET FORTH HEREIN**

WHEREAS, the Village obtained quotes for employee health insurance and benefits coverage for 2026; and

WHEREAS, Council has determined that the attached rate proposal from Medical Mutual for the MMO Balanced Solutions plan HSA 7500 MMRX provides the best coverage for the best price when taking into account the Village's employee benefit needs and short-term and long-range benefit strategies; and

WHEREAS, Council has determined that entering into a contract with a third-party administrator provides the best service to the Village in administering said employee health benefits plan and has determined that Acisure Great Lakes dba Burnham & Flower is the best, most responsible choice to provide those services to the Village.

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

SECTION 1. That Council hereby authorizes and directs the City Manager to enter into and execute any necessary agreements with Medical Mutual for the MMO Balanced Solutions Plan HSA 7500 MMRX for employee health care insurance and benefits based upon the rate proposal that is attached hereto, as well as, with Acisure Great Lakes dba Burnham & Flower to administer the health care insurance and benefits on behalf of 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, welfare, and safety of the residents of the Village because the Village needs to have its 2026 employee health insurance benefits in place and in effect as of May 1, 2026. Therefore, this Ordinance shall take immediate effect upon its passage, pursuant to Newton Falls Charter Article III, Section 21.

ORDINANCE NO. 2026-15

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

	Description	2022	2023	2024	2025	Appropriations For Year Ended 2026
		3PFY Actual	2PFY Actual	1PFY Actual	1PFY Actual	

100-1000-52115	HOSPITALIZATION - POLICE	44,558.16	22,341.55	-	15,606.09	\$ 69,000.00
100-4000-52115	HOSPITALIZATION - ZONING	10,418.95	-	-	-	\$ 23,000.00
100-7010-52115	HOSPITALIZATION-CITY MGR	6,315.72	-	-	-	\$ 35,000.00
100-7030-52115	HOSPITALIZATION - MUNICIPAL COURT	163,622.82	195,295.09	259,464.33	184,374.48	\$ 205,600.90
100-7040-52115	HOSPITALIZATION - FINANCE	12,153.94	32,107.71	45,724.10	57,702.45	\$ 40,000.00
100-7090-52115	HOSPITALIZATION - LAW	-	-	-	-	-
201-6010-52115	HOSPITALIZATION - STREET	60,083.53	66,120.37	125,016.93	94,812.87	\$ 85,762.95
501-5030-52115	HOSPITALIZATION - WATER OPERATING	62,161.51	56,964.48	67,598.20	75,929.48	\$ 92,600.00
501-5031-52115	HOSPITALIZATION-WATER DISTRIBUTION	38,973.99	72,759.83	114,862.22	76,915.90	\$ 111,056.00
502-5040-52115	HOSPITALIZATION - SEWER	77,889.34	101,512.10	133,773.49	108,177.74	\$ 125,714.00
503-5010-52115	HOSPITALIZATION - ELECTRIC	74,952.74	123,265.05	172,028.36	80,027.35	\$ 165,000.00
514-5510-52115	HOSPITALIZATION- UTILITY OFFICE	25,291.51	31,316.92	42,715.03	31,463.69	\$ 46,000.00

TOTAL EXPENSES 576,422.21 701,683.10 961,182.66 725,010.05

Total Appropriated \$ 998,733.85

1,686,192.71

\$ 568,570.00 current premium
 \$ 618,035.59 8.7% increase
 \$ 292,500.00 Amount of deductibles provided to employees each year
 910,535.59 Estimated insurance liability for May 1, 2026 through April 30, 2027
 (88,198.26) difference
 23,347.07 Average cost per employee after 8.7% increase



PROPOSAL
CITY OF NEWTON FALLS

May 1, 2026



Medical Snapshot

Monthly Premiums



Current

TOTAL MONTHLY PREMIUM	TOTAL DIFFERENCE
\$47,381	-

Initial Renewal

TOTAL MONTHLY PREMIUM	TOTAL DIFFERENCE
\$65,765	38.8% (\$18,384)

Revised Renewal

TOTAL MONTHLY PREMIUM	TOTAL DIFFERENCE
\$54,487	15.0% (\$7,106)

HSA \$7500

TOTAL MONTHLY PREMIUM	TOTAL DIFFERENCE
\$51,495	8.7% (\$4,115)

UHC

TOTAL MONTHLY PREMIUM	TOTAL DIFFERENCE
\$67,124	41.7% (\$19,743)

*Anthem – pending response
Aetna - declined*

Medical



	Current / Renewal		Revised Renewal		HSA \$7500		UHC	
ALTERNATIVE	MEDICAL MUTUAL		MEDICAL MUTUAL		MEDICAL MUTUAL		UnitedHealthcare	
MEDICAL PLANS	HSA 6550 MMRx		HSA 6550 MMRx-copy		HSA 7500 MMRx		Open Access HSA \$6250/0% EFZK	
NETWORK	Supermed PPO/Ohio Med		Supermed PPO/Ohio Med		Supermed PPO/Ohio Med		Choice Plus POS	
	IN	OUT	IN	OUT	IN	OUT	IN	OUT
Deductible - Individual	\$6,550	\$13,100	\$6,550	\$13,100	\$7,500	\$15,000	\$6,250	\$7,500
Deductible - Family	\$13,100	\$26,200	\$13,100	\$26,200	\$15,000	\$30,000	\$12,500	\$15,000
OOPM - Individual	\$6,550	\$18,100	\$6,550	\$18,100	\$7,500	\$20,000	\$6,250	\$15,000
OOPM - Family	\$13,100	\$36,200	\$13,100	\$36,200	\$15,000	\$40,000	\$12,500	\$30,000
Co-insurance	0%	50%	0%	50%	0%	50%	0%	50%
PCP	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
Specialist	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
X-Ray	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
Lab	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
Inpatient Hospital	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
Outpatient Surgery	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
Emergency Room	\$0 after deductible	\$0 after deductible	\$0 after deductible	\$0 after deductible	\$0 after deductible	\$0 after deductible	\$0 after deductible	\$0 after deductible
Urgent Care	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible	\$0 after deductible	50% after deductible
Rx								
Member Copay	\$0 after deductible		\$0 after deductible		\$0 after deductible		\$10/\$35/\$60 after ded	
Enrollment								
EE / ES / EC / EF	11 / 12 / 5 / 13		11 / 12 / 5 / 13		11 / 12 / 5 / 13		11 / 12 / 5 / 13	
Total Enrollment	41		41		41		41	
Monthly Rates	CURRENT	RENEWAL	REVISED RENEWAL		HSA \$7500		UHC	
Employee Only	\$557.79	\$773.06	\$641.00		\$605.97		\$790.22	
Employee + Spouse	\$1,220.26	\$1,693.86	\$1,403.32		\$1,326.26		\$1,729.00	
Employee + Child(ren)	\$999.44	\$1,386.92	\$1,149.22		\$1,086.16		\$1,416.07	
Employee + Family	\$1,661.91	\$2,307.72	\$1,911.54		\$1,806.45		\$2,354.07	
Monthly Total	\$47,381	\$65,765	\$54,487		\$51,495		\$67,124	
Annual Total	\$568,570	\$789,179	\$653,844		\$617,945		\$805,484	
Change from Current - \$		\$220,609	\$85,273		\$49,375		\$236,914	
Change from Current - %		+38.8%	+15.0%		+8.7%		+41.7%	

Disclaimers

The information contained herein is intended to serve only as a brief outline of the various insurance coverages. To avoid misunderstanding or misinterpretation as to the full scope of protection afforded, reference must be made to the respective policies for complete coverage details.

VILLAGE OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-16
SPONSOR: Councilpersons Stimpert, Kropp, Rufener

AN ORDINANCE RATIFYING AND/OR CONFIRMING THE ADMINISTRATIVE OVERHEAD COST ALLOCATIONS TO THE ELECTRIC REVENUE FUND, THE WATER REVENUE FUND, THE SEWER REVENUE FUND AND GENERAL FUND.

WHEREAS, The Council of the Village of Newton Falls established a fair and equitable method for determining administrative support services for the Electric Revenue Fund, the Water Revenue Fund, the Sewer Revenue Fund and General Fund; and

WHEREAS, The Finance Director has followed the overhead cost allocation plan approved by Council to determine the allocations.

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

SECTION 2: The method of determining administrative cost allocations has been approved by Council by way of a Resolution 01-2025.

SECTION 2: Administrative overhead allocations will be to the following funds General Fund, Water Fund, Sewer Fund, and Electric Fund.

SECTION 3: Overhead cost allocations will be based on each previous year's statistical data, requiring an annual update of data.

SECTION 4: The percentages, which are presented in "Exhibit A" attached hereto as if fully rewritten herein, set by this methodology are hereby approved by Council.

SECTION 5: The remainder of Ordinance 2007-22 shall remain intact.

SECTION 6: Any Ordinance or parts of ordinances in conflict with the context of this ordinance are hereby repealed.

SECTION 7: 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.

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				
City Manager				
	2026	2025	2024	2023
General	29.92%	23.14%	26.23%	34.86%
Water Plant	14.10%	15.79%	14.30%	10.43%
Water Distribution	14.10%	15.79%	14.30%	10.43%
Sewer	19.86%	21.90%	18.58%	16.04%
Electric	22.02%	23.38%	26.59%	28.25%
	100.00%	100.00%	100.00%	100.00%
Council				
	2026	2025	2024	2023
General	29.92%	23.14%	26.23%	34.86%
Water Plant	14.10%	15.79%	14.30%	10.43%
Water Distribution	14.10%	15.79%	14.30%	10.43%
Sewer	19.86%	21.90%	18.58%	16.04%
Electric	22.02%	23.38%	26.59%	28.25%
	100.00%	100.00%	100.00%	100.00%
Finance				
	2026	2025	2024	2023
General	25.90%	25.63%	20.93%	34.86%
Water Plant	12.23%	12.76%	13.73%	10.43%
Water Distribution	12.23%	12.76%	13.73%	10.43%
Sewer	21.85%	19.19%	18.66%	16.04%
Electric	27.79%	29.65%	32.96%	28.25%
	100.00%	100.00%	100.00%	100.00%
Law				
	2026	2025	2024	2023
General	31.50%	23.29%	32.11%	34.86%
Water Plant	15.16%	13.95%	14.23%	10.43%
Water Distribution	15.16%	13.95%	14.23%	10.43%
Sewer	18.37%	22.44%	19.66%	16.04%
Electric	19.81%	26.37%	19.77%	28.25%
	100.00%	100.00%	100.00%	100.00%

VILLAGE OF NEWTON FALLS, OHIO

ORDINANCE NO.: 2026-17

SPONSOR: Councilpersons Stimpert, Kropp, Rufener

AN EMERGENCY ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ASSURED PARTNERS THROUGH THE OHIO PLAN FOR THE CITY'S PROPERTY AND LIABILITY INSURANCE RENEWAL

WHEREAS, Village Council recognizes the need for the Village of Newton Falls to carry Property and Liability Insurance for all Village Properties, Equipment and Operations.

WHEREAS, Village Council recognizes the need for the Property and Liability Insurance to be renewed for Village of Newton Falls operations to continue.

WHEREAS, Village Council recognizes the need to maintain Village of Newton Falls operations and renew the Property and Liability Insurance by April 1, 2026. This creates an emergency situation for the passage of this ordinance.

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

SECTION 1. That the City Manager enter into a contract with Assured Partners of Ohio, LLC for the renewal of the Village of Newton Falls Property and Liability Insurance Coverage through the Ohio Plan Risk Management Inc. for coverage from 04/01/2025 to 04/01/2026.

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.

SECTION 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the citizens of the Village of Newton Falls and to ensure continuous coverage in Property and Liability Insurance for the operations of the Village of Newton Falls.

ORDINANCE 2026-17
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



Ohio Plan Package Proposal

Village of Newton Falls

612 West Broad Street
Newton Falls, OH 44444

Effective Date of Coverage: 04/01/26 to 04/01/27

▶ **Prepared by:**
*AssuredPartners of Ohio, LLC
3900 Kinross Lakes Parkway
Richfield, OH 44286*



BOARD OF DIRECTORS

With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio's public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection of local governments. The board of directors ensures the Ohio Plan meets the common needs of all its members.

Board Officers		
<p><u>Joel Montgomery</u> Ohio Plan – President City of Wooster Wayne County jmontgomery@woosteroh.com</p>	<p><u>Jim Crandall, CPA</u> Ohio Plan – Vice President Muskingum Watershed Conservancy District Tuscarawas County jcrandall@mwcd.org</p>	<p><u>Jamie Giguere</u> Ohio Plan - Secretary City of Wauseon Fulton County Jamie.giguere@cityofwauseon.com</p>

Board Members		
<p><u>John Applegate</u> City of Union Montgomery County japplegate@unionoh.org</p>	<p><u>Erika Buri</u> Outdoor Sylvania Lucas County eburi@olanderpark.com</p>	<p><u>Katie Eviston</u> City of Springfield Clark County Keviston@springfieldohio.gov</p>
<p><u>Chris Gilbert</u> Springfield Township Hamilton County cgilbert@springfieldtpw.org</p>	<p><u>Mike Mallis</u> City of Bedford Cuyahoga County Mmallis@bedfordoh.gov</p>	<p><u>Joseph F. Stefanov</u> City of New Albany Franklin County jstefanov@newalbanyohio.org</p>
<p><u>Jennifer Wilder</u> Washington Township Montgomery County Jennifer.wilder@washingtontpw.org</p>	<p><u>Jeff Wright</u> Hamilton Township Warren County jwright@hamilton-township.org</p>	

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

PROPERTY COVERAGE	LIMITS
Building and Personal Property	\$56,016,481
Specific Building and Personal Property	\$0
<i>See the Property Schedule for those locations covered on a blanket limit vs. specific basis.</i>	
Flood and Mudslide	\$1,000,000
Earthquake and Volcanic Eruption	\$1,000,000
Business Income with Extra Expense	\$500,000
Legal Liability – Real Property	\$1,000,000
Ordinance or Law Coverage	\$500,000
Deductibles	
Building and Personal Property	\$1,000
Electric Substations and Transformers	\$10,000
Flood and Mudslide	\$50,000
Earthquake and Volcanic Eruption	\$50,000
Unmanned Aerial Systems	
Causes of Loss	Special Form
Coinsurance	Agreed Amount
Valuation	See Property Schedule
<u>Additional Property Coverage/Extensions</u>	
Accounts Receivable	\$250,000
Animal Mortality/Injury	\$40,000
Arson Reward	\$25,000
Athletic Fields – Natural and Artificial Turf	\$200,000
Builders Risk	\$500,000
Cemetery Buildings	\$25,000
Claim Preparation Expense	\$50,000
Commandeered Property	\$100,000
Crime Reward	\$1,000 Per Person Subject to \$5,000 Maximum
Electronic Data	\$1,000
Expediting Expense	\$250,000

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

Additional Property Coverage/Extensions

Fine Arts	\$25,000
Fire Department Service Charge	Actual Fire Department Service Charge
Fire Protective Devices	\$5,000
Lock Re-Keying	\$2,500
Newly Acquired/Constructed	
Building	\$2,000,000
Personal Property	\$1,000,000
Non-owned Detached Trailers	\$5,000
Outdoor Property	\$100,000
Paved Surfaces	\$100,000
Personal Effects of Employees – Per Claim	\$2,500
Pollutant Clean-up	\$100,000
Property in Transit	\$100,000
Property Off Premises	\$10,000
Spoilage	\$25,000
Underground Pipes, Flues or Drains	\$1,000,000
Unnamed Location	\$750,000
Utility Services (Off Premises Power Interruption)	\$25,000
Valuable Papers – Cost to Research	\$250,000
No Foundations Exclusion	

EQUIPMENT BREAKDOWN COVERAGE

LIMITS

Property Damage – Any One Accident	\$56,016,481
Deductibles	
Property Damage	\$1,000
Deep Well Pumps, Electrical Substations and Transformers	\$10,000

Entity Name: Village of Newton Falls

PROPERTY SCHEDULE

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
1	1	Police Station/ Muni. Court/Admin. Bldg.	19 N. Canal Street	\$4,838,774	\$400,809	\$0	RC	
1	2	Flag Poles, Tower, Sign, Siren	19 N. Canal Street	\$0	\$0	\$64,984	RC	
1	3	Garage/Storage	19 N. Canal Street	\$213,123	\$5,305	\$0	RC	
3	1	Community Center - Parks	50 E. Quarry Street	\$2,652,250	\$212,180	\$0	RC	
4	1	Restroom - Parks	52 E. Quarry Street	\$141,755	\$2,313	\$0	RC	
4	2	Bleachers, Fence, Lights, Tennis, BB Court, Grills	52 E. Quarry Street	\$0	\$0	\$324,933	RC	
4	3	Concessions - Parks	52 E. Quarry Street	\$197,588	\$10,717	\$0	RC	
4	4	Shelter #1 - Parks	52 E. Quarry Street	\$61,842	\$0	\$0	RC	
4	5	Shelter #2 - Parks	52 E. Quarry Street	\$56,581	\$0	\$0	RC	
4	6	Dugouts - Park	52 E. Quarry Street	\$76,085	\$0	\$0	RC	
4	7	Shelter #3 - Park	52 E. Quarry Street	\$38,473	\$0	\$0	RC	
5	1	Maintenance Building #1	52 E. Church Street	\$231,829	\$57,754	\$0	RC	
5	2	Maintenance Building #2	52 E. Church Street	\$81,048	\$18,020	\$0	RC	
5	3	Maintenance Building #3	52 E. Church Street	\$36,968	\$6,140	\$0	RC	

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
5	4	Maintenance Building #4	52 E. Church Street	\$84,543	\$14,225	\$0	RC	
5	5	Maintenance Building #5	52 E. Church Street	\$38,546	\$2,813	\$0	RC	
5	6	Maintenance Building #6	52 E. Church Street	\$165,606	\$18,049	\$0	RC	
5	7	Maintenance Building #7	52 E. Church Street	\$246,838	\$37,895	\$0	RC	
5	8	Maintenance Building #8	52 E. Church Street	\$223,230	\$39,686	\$0	RC	
5	9	Maintenance Building #9	52 E. Church Street	\$232,157	\$42,463	\$0	RC	
5	10	Electric Sub Station	52 E. Church Street	\$3,698,452	\$0	\$0	RC	
5	11	Fences and Lighting	52 E. Church Street	\$0	\$0	\$17,176	RC	
5	12	Storage - Salt	52 E. Church Street	\$99,925	\$0	\$0	RC	
6	1	Line Shop - Electric Dept.	53 E. Church Street	\$936,970	\$194,821	\$0	RC	
7	1	Office - Water Dept.	135 River Street	\$536,451	\$142,057	\$0	RC	
8	1	Water Treatment Plant	175 River Road	\$11,224,753	\$146,728	\$0	RC	
8	2	Fences and Lighting	175 River Road	\$0	\$0	\$19,357	RC	
8	3	Garage - Water Dept.	175 River Road	\$82,288	\$11,109	\$0	RC	
8	4	Pre-Sediment Basin - Water Dept.	175 River Road	\$586,917	\$0	\$0	RC	
8	5	Reservoir - Water Dept.	175 River Road	\$586,917	\$0	\$0	RC	
8	6	Generator - Water Dept.	175 River Road	\$88,036	\$0	\$0	RC	
8	7	North Sediment Basin - Water Dept.	175 River Road	\$322,803	\$0	\$0	RC	

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION A- ⁽¹⁾	SPECIFIC LIMIT
8	8	South Sediment Basin - Water Dept.	175 River Road	\$366,822	\$0	\$0	\$0	RC
8	9	Carbon Building	175 River Road	\$337,474	\$0	\$0	\$0	RC
8	10	Water Hauler Station	175 River Road	\$58,798	\$0	\$0	\$0	RC
9	1	Water Intake	2925 Riverside Drive	\$89,975	\$83,055	\$0	\$0	RC
9	2	Generator	2925 Riverside Drive	\$44,018	\$0	\$0	\$0	RC
10	1	Wastewater Treatment Plant	500 Warren Road	\$5,896,642	\$0	\$0	\$0	RC
10	2	Vehicle Garage	500 Warren Road	\$63,037	\$0	\$0	\$0	RC
10	3	Electric Sub Station	500 Warren Road	\$3,962,646	\$0	\$0	\$0	RC
10	4	Belt Press Building	500 Warren Road	\$228,678	\$0	\$0	\$0	RC
10	5	Tanks & Basins	500 Warren Road	\$4,152,703	\$0	\$0	\$0	RC
10	6	Maintenance Garage	500 Warren Road	\$60,491	\$2,446	\$0	\$0	RC
11	1	Meter Building	Route 534	\$933,207	\$0	\$0	\$0	RC
12	1	Meter Station	1018 Warren-Ravenna Road	\$533,872	\$0	\$0	\$0	RC
13	1	Water Tower	120 Broad Street	\$2,054,204	\$0	\$0	\$0	RC
13	2	Water Tower Repeater Building	120 Broad Street	\$4,400	\$10,271	\$0	\$0	RC
14	1	Lift Station #1	608 Artesian Avenue	\$377,826	\$0	\$0	\$0	RC
15	1	Lift Station #2	119 W. Main Street	\$377,826	\$0	\$0	\$0	RC
16	1	Lift Station #3	150 N. Canal Street	\$377,826	\$0	\$0	\$0	RC

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
17	1	Lift Station #4	125 Ridge Road	\$377,826	\$0	\$0	RC	
18	1	Lift Station #5	110 Arlington Road	\$453,392	\$0	\$0	RC	
19	1	Lift Station #6	242 E. Main Street	\$453,392	\$0	\$0	RC	
19	2	Fencing	242 E. Main Street	\$0	\$0	\$1,513	RC	
20	1	Lift Station #7	1025 First Street	\$377,826	\$0	\$0	RC	
21	1	Lift Station #8	10027 Woodglen Avenue	\$381,130	\$0	\$0	RC	
21	2	Fencing	10027 Woodglen Avenue	\$0	\$0	\$1,513	RC	
22	1	Lift Station #9	131 Albert Street	\$15,113	\$0	\$0	RC	
23	1	Lift Station #10	Route 5	\$151,130	\$0	\$0	RC	
24	1	Gazebo - Veterans Park	33 Ridge/Broad Streets	\$53,298	\$0	\$0	RC	
24	2	Benches	33 Ridge/Broad Streets	\$0	\$0	\$8,528	RC	
24	3	Gazebo #2	33 Ridge/Broad Streets	\$79,948	\$0	\$0	RC	
25	1	Play Equipment	W. 6th Street	\$42,008	\$0	\$0	RC	
25	2	Building	W. 6th Street	\$42,367	\$0	\$0	RC	
26	1	Building - Elizabeth Park	Elizabeth Street	\$81,107	\$0	\$0	RC	
27	1	Lift Station #11	2701 East River Road	\$36,558	\$42,277	\$0	RC	
28	1	Lift Station #12	2801 West River Road	\$55,143	\$42,277	\$0	RC	
29	1	Lift Station #13 - Contents	2901 Medley Ave	\$26,523	\$0	\$0	RC	

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
30	1	Lift Station #14 - Contents	3001 Washington Street	\$26,523	\$0	\$0	RC	
31	1	Church Building - New Town Hall	612 W. Broad Street	\$3,534,610	\$106,090	\$0	RC	
32	1	Downtown Lighting Poles	Various	\$0	\$0	\$37,238	RC	
33	1	Light Poles	Various	\$0	\$0	\$2,652	RC	
TOTAL				\$53,889,087	\$1,649,500	\$477,894		

(¹) RC Replacement Cost
 ACV Actual Cash Value
 FRC Functional Replacement Cost
 HV Historical Value

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

SPECIAL PROPERTY COVERAGE	LIMITS
Special Property - Scheduled	\$1,427,966
Special Property - Unscheduled Equipment (Any one item \$15,000 or less)	\$50,000
Deductible	\$1,000
Causes of Loss	Special Form
Valuation	Replacement Cost

SCHEDULED FINE ARTS COVERAGE	LIMITS
Fine Arts - Scheduled	\$0
Deductible	Not Covered
Causes of Loss	Special Form
Valuation	Market Value

TRANSMISSION AND DELIVERY LINE COVERAGE	LIMITS
Transmission And Deliver Line	\$1,000,000
Deductible	\$50,000
Causes of Loss	Special Form
Valuation	Replacement Cost

COMPUTER COVERAGE	LIMITS
Computer Equipment	\$3,426,177
Media and Data	\$53,045
Property Away from Premises	\$5,000
Computer Virus	\$1,000

Business Income	Not Covered
Extra Expense	\$50,000
Deductibles	
Computer Equipment	\$1,000
Business Income	Not Covered
Extra Expense	None
Causes of Loss	Special Form
Valuation	
Computer Equipment	Replacement Cost
Data and Media	Reconstruction Cost

Entity Name: Village of Newton Falls

SPECIAL PROPERTY SCHEDULE

ITEM#	DESCRIPTION	SERIAL NO.	VALUE
1	Police Equipment - Schedule on File		\$134,659
2	Kubota Tractor		\$9,785
3	Swensom Conveyor Spreader		\$4,970
4	Honda Generator		\$1,218
5	John Deere Mower		\$3,090
6	Toro Snow Blower		\$1,234
7	Motrim Mower		\$15,347
8	Honda Pump		\$1,264
9	Aries Townsmid Camera		\$32,960
10	Wacs Vac Truck		\$36,050
11	Phipps Job Tester		\$1,957
12	Dayton Power Washer		\$1,545
13	Dixon Mower		\$4,120
14	New Holland Backhoe		\$56,032
15	Stihl Steel Saw		\$1,082
16	Sony Video Equipment		\$4,326
17	RCA Color Video Camera		\$2,163
18	Mueller Tap Machine		\$2,132
19	Ford Backhoe		\$43,260
20	Sartorius Analytical Balancer		\$3,245
21	Bausch & Lomb Spectrohoto Meter		\$4,326
22	Torbal Torsion Balance		\$1,082
23	Asplundh Chipper		\$10,815
24	Briggs Generator		\$1,622
25	1997 Cable Reel Trailer	123WM1313U1T25011	\$5,408
26	Electric Echo Chain		\$2,920

ITEM#	DESCRIPTION	SERIAL NO.	VALUE
27	Thumper & Burner Portable Hyp		\$7,339
28	Pole Trailer		\$7,789
29	Ford Backhoe		\$43,260
30	York Rakes Scrapper		\$2,704
31	Snow Plow		\$12,412
32	Minolta Camera		\$1,346
33	Swensont Salt Spreader		\$6,705
34	Ford Tractor		\$20,549
35	Orion Ion Meter		\$3,064
36	1994 Mount Flush Trailer		\$30,900
37	1994 Generator Trailer		\$14,420
38	Turrent Cable Reel Trailer		\$12,515
39	M-B-W Ground Pounder		\$2,127
40	Stone Concrete Mixer		\$3,037
41	Wolfpac Roller		\$11,257
42	2003 Holland Tractor Loader		\$39,684
43	AC-DC Generator		\$3,245
44	Porto Power		\$4,326
45	Wolfpac Roller		\$11,257
46	Eel-Cam Camera System		\$10,300
47	Bobcat Skid Loader		\$33,858
48	2005 Quality Trailer 2200	5NDFS16245S001046	\$2,781
49	Skid Loader Trailer		\$2,781
50	AND Electronic Balancer		\$2,575
51	Barnstead Fistsreem Still		\$2,781
52	Eel Cam Locator		\$2,575
53	Marker Forge Sterilmatic Sterliz		\$4,120
54	Homelite Pumps		\$4,635
55	Bausch & Lomb Spectrohoto		\$4,326
56	Telemetry Radio System		\$18,540

ITEM#	DESCRIPTION	SERIAL NO.	VALUE
57	SCADA System		\$31,930
58	2008 Caterpillar Backhoe/Loader		\$83,854
59	2015 Bobcat Excavator	AUYM1212602102015	\$57,362
60	2016 57' Material Handler Bucket Truck	3ALACXDTXGDHD5453	\$242,050
61	2007 Kioto DK655 Tractor	C7100222	\$30,900
62	2020 Kubota RTV-1100 with Plow	A5KC2GDBCKG049168	\$23,793
63	2022 Caterpillar Backhoe Loader	H9X01639	\$128,358
64	1999 Harben Trailer, Mounted Flusher	22303 & 3300	\$51,500
65	Western 9' Snow Plow		\$9,678
66	Western 8.5' Snow Plow		\$8,847
67	Western 8' Snow Plow		\$7,647
68	Western 9' Salt Spreader		\$14,100
69	Western 8' Pro Plus Snow Plow		\$8,677
70	2020 John Deere Zero Turn Mower Z930R	1TC930RCHLT090050	\$15,450
TOTAL			\$1,427,966

FINE ARTS SCHEDULE

ITEM#	DESCRIPTION	VALUE
TOTAL		\$0

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

CRIME COVERAGE	LIMITS
Public Employee Dishonesty ¹	\$400,000
Inside the Premises – Theft of Money and Security	\$50,000
Outside the Premise	\$50,000
Forgery and Alterations	\$400,000
Computer Fraud ¹	\$400,000
Funds Transfer Fraud ¹	\$100,000
Social Engineering Fraud ²	\$25,000
Destruction of Electronic Data or Computer Programs	\$5,000
Telephone Toll Fraud	\$5,000
Credit, Debit or Charge Cards	\$5,000
Deductibles	
Public Employee Dishonesty	\$2,500
Inside the Premises	\$250
Outside the Premise	\$250
Forgery and Alterations	\$2,500
Computer Fraud	\$2,500
Funds Transfer Fraud	\$1,000
Social Engineering Fraud	\$250
Destruction of Electronic Data or Computer Programs	\$250
Telephone Toll Fraud	\$250
Credit, Debit or Charge Cards	\$250

- Social Engineering Fraud is specifically excluded from the noted coverage agreements and only available under the separate Social Engineering Fraud coverage agreement.*
- Employees must make a reasonable effort to verify, but not through email, the authenticity of any change of account request or transfer instruction.*

CRIME POSITION/INDIVIDUAL SCHEDULE			
POSITION	INDIVIDUAL'S FULL NAME	LIMIT	EXCESS OF BOND

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

LIABILITY COVERAGE	LIMITS
General Liability	
Bodily Injury and Property Damage – Each Occurrence	\$6,000,000
General Aggregate	\$8,000,000
Personal & Advertising Injury – Each Offense	\$6,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Deductible	\$0
Unmanned Aerial Systems	Not Covered
Unmanned Aerial Systems Deductible	
<u>Coverage Extensions</u>	
Cemetery Professional	
Governmental Medical	
See Liability Exposures Schedule, if applicable	
Employee Benefits Liability	
Each Incident	\$6,000,000
Annual Aggregate	\$8,000,000
Deductible	\$0
Employers Liability	
Bodily Injury by Accident – Each Accident	\$6,000,000
Bodily Injury by Disease – Each Employee	\$6,000,000
Bodily Injury by Disease – Aggregate	\$6,000,000
Deductible	\$0
PRIOR ACTS COVERAGE	RETROACTIVE DATES
Public Officials and Employment Practices Liability	1/1/2015
Employee Benefits	1/1/2015

Entity Name: Village of Newton Falls

LIABILITY EXPOSURES SCHEDULE

OPERATIONS/EXPOSURE AND EXPOSURE BASE	SUBCONTRACTED (YES/NO)	DESCRIPTION	EXPOSURE AMOUNT
Electric Utilities - Number of Connections	No		2,572
Residential Facilities	No		1
Wastewater Utility	No		2,556
Skate Parks - Each	No		1
Water Utility	No		2,556
Street & Roads - Miles	No		48
Special Events/Other - Each	No	Fourth of July	1
Dams - Each	No	Newton Falls Low Head Dam - Class II Existence hazard only - no failure coverage	1

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

LIABILITY COVERAGE	LIMITS
Public Officials Errors and Omissions Liability	
Each Wrongful Act	\$6,000,000
Annual Aggregate	\$8,000,000
Errors and Omissions Deductible	\$25,000
Employment Practices Liability	
Each Wrongful Act	\$6,000,000
Annual Aggregate	\$8,000,000
Employment Practices Deductible	\$25,000
Back Wages – Annual Aggregate	\$25,000
Back Wages Deductible	\$1,000
Non-Monetary Defense	
Annual Aggregate	\$25,000
Deductible	\$1,000
Law Enforcement Liability	
Each Wrongful Act	\$6,000,000
Annual Aggregate	\$8,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Deductible	\$10,000

AUTOMOBILE COVERAGE	LIMITS
Bodily Injury and Property Damage Liability	
Combined Single Limit – Each Accident	\$6,000,000
Uninsured/Underinsured Motorists Bodily Injury	\$50,000
Medical Payments – Each Accident	\$5,000
Automobiles	Refer to Auto Schedule
Deductibles	\$0
Liability	\$0
Comprehensive and Collision	Refer to Auto Schedule

The automobile coverage included in this quotation is subject to acceptable state motor vehicle reports. Automobile coverage may subsequently be excluded for any covered auto while being operated by a driver with an unacceptable report.

Entity Name: Village of Newton Falls

AUTOMOBILE SCHEDULE

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
3		1996	Ford Digger Derrick Truck	5969	\$112,000		Electric	\$1,000	\$1,000	ACV
4		2002	Dodge Ram 3500	5292	\$55,000		Wastewa ter	\$1,000	\$1,000	ACV
5		2001	Dodge Ram 3500	1103			Streets	Not Covered	Not Covered	ACV
6		2003	Ford 150 Pickup	4933			Electric	Not Covered	Not Covered	ACV
7		2004	Chevy EX2 Express Van	2764	\$15,586		Wastewa ter	\$1,000	\$1,000	ACV
8		2004	Ford F3D Super Duty Pickup	7006	\$23,857		Streets	\$1,000	\$1,000	ACV
9		1997	International Dump	3547	\$75,000		Streets	\$1,000	\$1,000	ACV
10		2007	GMC Sierra	7377	\$21,528		Wastewa ter	\$1,000	\$1,000	ACV
11		2006	GMC Sierra	5384	\$21,727		Electric	\$1,000	\$1,000	ACV
12		2009	International 430 Truck	3885	\$153,235		Electric	\$1,000	\$1,000	ACV
13		2009	Ford Explorer	2546	\$22,623		Planning and Zoning	\$1,000	\$1,000	ACV
14		2009	Ford Crown Victoria	1098	\$22,168		Police	\$1,000	\$1,000	ACV
15		2011	Ford F2S SRW Superduty	5988	\$21,550		Streets	\$1,000	\$1,000	ACV
16		2013	Dodge Avenger	7693	\$15,900		Police	\$1,000	\$1,000	ACV
18		2014	GMC Sierra	9913	\$35,000		Water	\$1,000	\$1,000	ACV
19		2015	Ford F250	3739	\$40,500		Streets	\$1,000	\$1,000	ACV
20		2015	Chevy Equinox	7526	\$24,000		Administ ration	\$1,000	\$1,000	ACV

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
21		2011	Ford F250	5618	\$38,500		Water	\$1,000	\$1,000	ACV
22		2016	GapVax MC229 Truck	5KKA AXCY 3GPH L6963		\$397,579	Wastewater	\$1,000	\$1,000	RC
23		2017	Ford Explorer, Police Dept	1FM5 K8AR XHB G932 83	\$46,000		Police	\$1,000	\$1,000	ACV
24		2017	Ford Explorer, Police Dept.	1FM5 K8AR 8HGB 93282	\$46,000		Police	\$1,000	\$1,000	ACV
25		2013	Ford Explorer	1FM5 K8AR 5DGC 73505	\$30,000		Police	\$1,000	\$1,000	ACV
26		2017	Ford F150 Pickup	1FTE X1C8 9HKD 76933	\$34,000		Water	\$1,000	\$1,000	ACV
27		2018	Ford Explorer	1FM5 K8AR 2JGB 47372	\$47,500		Police	\$1,000	\$1,000	ACV
28		2014	Ford Explorer	1FM5 K8AR 1EGA 38391	\$32,000		Police	\$1,000	\$1,000	ACV
29		2014	Ford Taurus	1FAH P2MK XEG1 19989	\$30,000		Police	\$1,000	\$1,000	ACV
30		2019	Ford F350 Truck with water utility equipment	1FDR F3G6 7KEC 81894	\$66,532		Water	\$1,000	\$1,000	ACV
31		2019	Ford F550 with Western Plow and Dump Body	1FDU F5HY 4KDA 07886	\$76,962		Water	\$1,000	\$1,000	ACV
33		2019	Ford F550 with Steel Dump	1FDU F5HT 6KDA	\$88,780		Streets	\$1,000	\$1,000	ACV

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
			Body/Plow	02581						
34		1990	Windsor Trailer	MPC-7646 T-3T			Electric	Not Covered	Not Covered	ACV
35		2010	Polaris ATV 800 XP	4XAT H76A 5B42 07999	\$15,000			\$1,000	\$1,000	ACV
36		2015	GMC Truck	1GT1 2XEG 1FF6 53598	\$30,000		Electric	\$1,000	\$1,000	ACV
37		1994	Harben Trailer	4016 DTHS 300H	\$7,000		Streets	\$1,000	\$1,000	ACV
38		2020	Ford Explorer	1FMS K8BH 8LGL 68046	\$30,000		Water	\$1,000	\$1,000	ACV
39		2016	Freightliner	3ALA CXDT XGD HD54 53	\$233,640		Electric	\$1,000	\$1,000	ACV
40		1999	Harben Trailer w/attached flusher	22303 and 3300	\$50,000		Wastewater	\$1,000	\$1,000	ACV
41		2022	Ford Explorer	1FM5 K8AB 3NGB 50449	\$47,367		Police	\$1,000	\$1,000	ACV
46		2013	Dodge Avenger	1C3C DZAB 4DN5 38221	\$18,995		Police	\$1,000	\$1,000	ACV
48		2014	Ford Taurus	1FAH P2MK EG16 3005			Police	Not Covered	Not Covered	ACV
49		2013	Ford Taurus	1FAH P2M8 5DG1 44804			Police	Not Covered	Not Covered	ACV

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
51		2024	Ford F550	1FDU F5HT 8RDA 07906	\$132,443		Streets	\$1,000	\$1,000	ACV
52		2023	Ford F350 XL	1FT8 W3B A8PE E210 82	\$84,000		Wastewa ter	\$1,000	\$1,000	ACV
53		1990	Ford F350	1FDK F37M 9NLA 5114			Electric	Not Covered	Not Covered	ACV
54		1978	Chevy Truck	CCE6 18V1 32415			Electric	Not Covered	Not Covered	ACV
55		2022	Whirlwind Sweeper	1FVA CXFC 4NHN D984 8	\$275,227		Streets	\$1,000	\$1,000	ACV
56		2025	Chevrolet Silverado	1GB4 KLE7 5SF2 15123	\$53,118		Electric	\$1,000	\$1,000	ACV
57		2025	Freightliner M2 Digger	3ALA CYFC 9SD WB30 31	\$351,000		Electric	\$1,000	\$1,000	ACV
TOTAL					\$2,523,738	\$397,579				

Entity Name: Village of Newton Falls

SUMMARY OF COVERAGE

CYBER	LIMITS
Data Breach and Privacy Liability – Each Claim	\$250,000
Data Breach Loss to Member – Each Unauthorized Access	\$250,000
Electronic Media Liability – Each Claim	\$250,000
Breach Mitigation Expense – Each Unintentional Data Compromise	\$250,000
Bricking Sublimit	\$50,000
Policy Aggregate	\$250,000
Deductibles	
Data Breach and Privacy Liability	\$5,000
Data Breach Loss to Member	\$5,000
Electronic Media Liability	\$5,000
Breach Mitigation Expense	\$5,000
Bricking	\$5,000

TERRORISM COVERAGE	LIMITS
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Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

Coverage Term – November 1, 2024 to November 1, 2025

<u>Property</u>	
Building and Personal Property	\$62,528,669 ⁽¹⁾
Deductible	\$25,000

⁽¹⁾ Subject to a \$100,000,000 per occurrence limit and a \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical Cleanup.

<u>Liability</u>	
Each Occurrence per Member	\$6,000,000
Annual Aggregate per Member	\$8,000,000
Deductible	\$10,000

Entity Name: Village of Newton Falls

MALICIOUS ACT

COVERAGE DESCRIPTION	LIMITS
Malicious Act General Aggregate Limit	Not Covered
Death Benefit Aggregate Limit	Not Covered
Death Benefit Limit - Per Member	Not Covered
Medical Expense Aggregate Limit	Not Covered
Medical Expense Limit - Per Member	Not Covered
Funeral Services Aggregate Limit	Not Covered
Funeral Services Limit - Per Member	Not Covered
Personal Counseling Aggregate Limit	Not Covered
Personal Counseling Limit - Per Member	Not Covered
Travel Services Aggregate Limit	Not Covered
Travel Services Limit - Per Member	Not Covered

SUPPLEMENTARY PAYMENTS:

- Group Trauma Counseling Services
- Extra Security
- Temporary Workers
- Rental Substitute
- Job Retraining Expenses
- Recruitment Costs
- Crisis Management

COVERAGE:

Pays a death benefit, medical expenses and additional expenses in addition to the Supplementary Payments noted above as a result of bodily injury arising out of a malicious act including hostage taking.

WHO IS A MEMBER:

- Elected or Appointed Officials
- Employees, Temporary Workers, Authorized Volunteers
- Visitors, Customer, Contractors, and Vendors

MAJOR EXCLUSIONS:

- Asbestos
- Lead
- Fungi or Bacteria
- Gang Members
- Pollution
- Suicide
- Toxic Materials
- War

Entity Name: Village of Newton Falls

GENERAL CONDITIONS

**NOTICE OF
CANCELLATION:**

The company will provide sixty (60) days written notice of cancellation or non-renewal except for non-payment of premium, which remains ten (10) days written notice.

POLICY CHANGES:

The policy contains all the agreements between the member and the Ohio Plan Risk Management Inc. concerning the property and liability coverage afforded. The Named Member is authorized to make changes in the terms of the policy with the consent of the Ohio Plan.

POLICY PREMIUM:

See Premium Summary

Once bound, premiums are fully earned unless the policy is cancelled by Ohio Plan Risk Management Inc. or a subsequent policy with no lapse in coverage issued. If Ohio Plan Risk Management Inc. cancel the policy the refund will be pro rata.

Premium financing is available upon request.

**COMMUNICABLE
DISEASE EXCLUSION**

This policy contains a communicable disease exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a communicable disease or fear or threat of a communicable disease. Please review your policy language fully to determine the extent of coverage.

**PERFLUOROALKYL OR
POLYFLUOROALKYL
SUBSTANCES
(PFAS) EXCLUSION**

This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS's). Please review your policy language fully to determine the extent of coverage.

SILICA

This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Silica. Please review your policy language fully to determine the extent of coverage.

Entity Name: Village of Newton Falls

PAYMENT SUMMARY

COVERAGE	PREMIUM
Package	\$181,661
Ohio Plan Advantage Premium Contribution	\$650
Total Annual Payment	\$181,011

OHIO PLAN ADVANTAGE

The Ohio Plan Advantage is available to members with 4 or more consecutive years of membership with the Ohio Plan. The Named Member received the following premium contribution.

Active Ohio Plan Member since	2024
Loss Ratio Points (Up to 60 points) (60 – 88 = Advantage Loss Ratio Points)	0
Risk Management Points (Up to 40 points)	25
Advantage Potential Premium Contribution	\$0
Advantage Final Premium Contribution	\$650

OPTIONS

NOTES

- Premium includes Ohio Plan's risk management services.

REINSURANCE

The following companies are the reinsurance companies providing strength to the Ohio Plan Risk Management Inc. including their A.M. Best ratings.

American Agricultural Insurance Company

AM Best Rating, A, X
Reinsuring the Ohio Plan since 2011

Berkley Insurance Company

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2021

Berk Re Fac

AM Best Rating: A++, XV
Reinsuring the Ohio Plan since 2019

Chubb Group of Insurance Companies

AM Best Rating: A++, XV
Reinsuring the Ohio Plan since 2001

Convex Re Limited

A.M. Best Rating: A-, XIV
Reinsuring the Ohio Plan since 2020

Great American Insurance Company

AM Best Rating: A+, XIV
Reinsuring the Ohio Plan since 2012

Hannover Re

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2017

Lloyd's of London

AM Best Rating: A, XV
Reinsuring the Ohio Plan since 2005

Markel Global Reinsurance Company

AM Best Rating: A, XIII
Reinsuring the Ohio Plan since 2006

Peak Reinsurance

AM Best Rating: A-, XII
Reinsuring the OSP since: 2023

Ryan Re

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2019

Sompo Insurance Company

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2003

Swiss Reinsurance America Corporation

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2004

A.M. Best Rating Classifications

Secure Ratings

A++ and A+Superior
A and A-Excellent
B++ and B+Very Good

Vulnerable Ratings

B and B-Fair
C++ and C+Marginal
DPoor
SRating Suspended

Poor Ratings

E.....Under State Supervision
FIn Liquidation

Financial Size Category

XV \$2 Billion or Greater
XIV \$1.5 Billion to \$2 Billion
XIII \$1.25 Billion to \$1.5 Billion
XII \$1 Billion to \$1.25 Billion
XI \$750 Million to \$1 Billion
X \$500 Million to \$750 Million
IX \$250 Million to \$500 Million
VIII \$100 Million to \$250 Million

Note: Effective 11/1/2024, the Ohio Plan collects premium and makes claims payments for liability losses up to \$250,000 and covered property losses up to \$300,000.



Comprehensive Risk Management for Public Safety Organizations

Lexipol is America's leading provider of risk management solutions for public safety organizations. They provide police and fire departments with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

Lexipol can help you address issues related to risk, liability, safety and best practices for your safety service departments. They also can help you comply with current laws and regulations and then document that you have trained your staff on approved policies.

Key Features and Benefits

There is no other system that offers the following integration in one package:

1. Lexipol provides comprehensive Ohio-specific policies written by legal and safety service professionals.
2. Supervisors can track staff training using reporting tools.
3. Lexipol experts constantly monitor major court decisions, legislation, and emerging trends affecting safety service operations and provide policy updates in response.
4. Lexipol archives your department's policy manual and Daily Training Bulletin records to provide an invaluable resource in defense litigation or personnel matters.
5. The Lexipol system allows cross-referencing to any accreditation standard.
6. Policy and training components are 100% web-based. There is no software to purchase or maintain.

Nationwide collaboration between the largest private network of legal and public safety experts and Lexipol's risk management tools provide agencies the most complete solution for policy manual management, training and documentation.

Customized Solutions

Lexipol now has a law enforcement policy manual designed specifically for small departments with 15 sworn officers or less. The manual is the same Ohio -Specific policy manual provided to larger departments, but the policies are configured for use by a typical small agency making the policy manual faster to implement. Let Lexipol do the heavy lifting and provide you with the policies your agency needs when you need them.

Lexipol Subscription Subsidy Program

All Ohio Plan members receive a 10% discount on Lexipol's subscription pricing. In addition, the Ohio Plan Board of Directors established a subsidy program to further assist members in maintaining:

- 1st Year Lexipol Subscription - 50% reimbursement
- 2nd Year Lexipol Subscription - 30% reimbursement
- 3rd Year Lexipol Subscription - 20% reimbursement

Ready for a demonstration to discuss the benefits for your agency? Contact

Important Member Benefits

<p style="text-align: center;"><u>Cyber Security eRisk Hub</u></p> <p>Plan members have access to cyber security resources, training and best practices.</p> <p>Service offerings include:</p> <ul style="list-style-type: none"> • Cyber Security Assessment • Cyber Security Policy Builder • Cyber Security Training and Awareness 	<p style="text-align: center;"><u>Training</u></p> <ul style="list-style-type: none"> • Free online training platform • Public employee training on: <ul style="list-style-type: none"> ○ Sexual and Unlawful Harassment ○ Social Media and Communications ○ Hiring Process ○ Cyber Security ○ Hazard Communication ○ Hazard Assessment and PPE Selection ○ Open Meetings Act 		
<p><u>Ohio Plans Partner Programs</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p>Community Energy Services Community Aggregation Building Commission</p> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p>Supplemental Employee Insurance Critical Illness Accidental</p> </td> </tr> </table>		<p>Community Energy Services Community Aggregation Building Commission</p>	<p>Supplemental Employee Insurance Critical Illness Accidental</p>
<p>Community Energy Services Community Aggregation Building Commission</p>	<p>Supplemental Employee Insurance Critical Illness Accidental</p>		
<p><u>Other Available Services</u></p> <p>Offered at a discounted rate to all Ohio Plan Members</p>			
<ul style="list-style-type: none"> • Executive and Staff Hiring and Assessment Centers • Legal Consultation • HR Consultation • Emergency Operations Plan Development and Training • Labor Negotiation Assistance • Board/Council Meeting and Retreat Facilitation • Strategic Planning • Grant Writing 	<ul style="list-style-type: none"> • Competitive Bidding/RFP Assistance • Levy/Campaign Strategy Assistance • Bond/Capital Financing Consultation • Police and Fire Organizational and Personnel Studies • Zoning, Planning and Economic Development Studies and Consultation • Staff and Special Study Assessments • Other Special-Needs Request 		

For more information on these programs and services, log onto your Member Dashboard at OhioPlan.com.



Entity Name: Village of Newton Falls

PAYMENT SUMMARY

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OPTIONS

NOTES

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